

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

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Abstract

Fixed-term employment contracts (PKWT) have become the dominant practice in modern employment schemes, but at the same time pose challenges in fulfilling the normative rights of workers. This study aims to evaluate the effectiveness of legal protection for PKWT workers within the framework of Indonesian labor law, particularly following the enactment of the Job Creation Law. Using a legal-normative approach and analysis of regulations, court rulings, and labor law literature, this study maps the structural vulnerabilities experienced by contract workers. The research findings indicate that PKWT is often used improperly—applied to permanent jobs, extended beyond the time limit, or accompanied by unilateral clauses detrimental to workers. Outsourcing practices further worsen the bargaining position of workers, especially when combined with loose PKWT schemes, creating quasi-permanent employment status. Many workers face legal uncertainty, lack of social security, and no access to severance pay or maternity protection. Due to limited enforcement resources and overlapping regulations, labor inspections have proven ineffective in preventing systemic violations. On the other hand, applying market flexibility logic that dominates the Job Creation Law weakens the principle of industrial relations justice. Therefore, a redesign of the PKWT legal protection system is needed to respond more to workers' structural vulnerabilities, including clarity of norms, effective oversight mechanisms, and collective protection based on labor unions.

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

Abstrak

Perjanjian Kerja Waktu Tertentu (PKWT) menjadi praktik dominan dalam skema hubungan kerja modern, namun sekaligus menimbulkan tantangan dalam pemenuhan hak normatif pekerja. Penelitian ini bertujuan untuk mengevaluasi efektivitas perlindungan hukum terhadap pekerja PKWT dalam kerangka hukum ketenagakerjaan Indonesia, terutama pasca-pengesahan Undang-Undang Cipta Kerja. Menggunakan pendekatan yuridis-normatif dan analisis terhadap regulasi, putusan pengadilan, serta literatur hukum ketenagakerjaan, studi ini memetakan kerentanan struktural yang dialami

oleh pekerja kontrak. Temuan penelitian menunjukkan bahwa PKWT kerap digunakan tidak sesuai peruntukannya—diterapkan pada pekerjaan bersifat tetap, diperpanjang di luar batas waktu, atau disertai klausul sepihak yang merugikan pekerja. Praktik alih daya (*outsourcing*) semakin memperburuk posisi tawar pekerja, khususnya ketika digabungkan dengan skema PKWT yang longgar, sehingga menciptakan status kerja semu (*quasi-permanent*). Banyak pekerja mengalami ketidakpastian status hukum, kekosongan jaminan sosial, dan ketiadaan akses atas hak pesangon atau perlindungan maternitas. Pengawasan ketenagakerjaan terbukti tidak mampu mencegah pelanggaran sistemik, akibat terbatasnya sumber daya pengawas serta tumpang tindih regulasi. Di sisi lain, penerapan logika fleksibilitas pasar yang mendominasi UU Cipta Kerja justru melemahkan prinsip keadilan hubungan industrial. Oleh karena itu, dibutuhkan redesain sistem perlindungan hukum PKWT yang lebih responsif terhadap kerentanan struktural pekerja, termasuk kejelasan norma, mekanisme pengawasan yang efektif, serta perlindungan kolektif berbasis serikat pekerja.

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 company's progress; it also increases the productivity and welfare of the business so that it can 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, which 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 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 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, allowing the business to avoid arbitrary actions against its employees and damage to itself.⁴ In addition, social security is very important for

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>.

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

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

According to Tedi Sudrajat and Endra Wijaya, legal protection protects human interests. Therefore, the law must be applied professionally, and law enforcement must be held accountable for law violations.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 prevents unwanted things from happening when the employment contract ends.⁹ An employment agreement shouldn't ask for a probationary period for a predetermined period.¹⁰ Without the consent of the designated official to evaluate performance, the employer may end the employment relationship during the probationary period, based on the sincerity and expertise of a worker. The trial period usually lasts

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

three months. Provisions prohibiting probationary periods in employment agreements within that certain period. This is because the employment agreement lasts for quite a 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 governs 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 both parties make it, can be legally enforced, specifies the work to be performed, and is complied with.¹⁶

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

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 (KUHP)," *Legalitas: Jurnal Hukum* 15, no. 1 (2023): 91, <https://doi.org/10.33087/legalitas.v15i1.440>.

interaction between employers and employees once an employment contract is in place is known as employment relations.¹⁷ An employment relationship is a legal bond that forms or is created once an employer and employee enter an employment agreement.¹⁸

Due to their same legal position, employees and business owners must get the same treatment under the law. Still, 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 needing 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, which 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 applied to carry out a certain term employment agreement and to describe the application of the rights and responsibilities outlined in the employment contract.

Method

This writing research is normative juridical, drawing 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 society. This study used two approaches: the statutory approach, which looks at the rules and legislation

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>.

about the legal matters discussed, and 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 analyzed 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, protecting the workforce ensures that workers receive equal treatment without discrimination based on any grounds and protects 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 35 and 36 of 2021 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, 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.

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>.

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>.

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>.

2. Occupational health and company health standards include ensuring workers remain safe, delivering healthcare, and establishing guidelines for workplace health.
3. Work norms generally maintain labor rights through a pay structure, vacation time, manners, and faith to preserve employee productivity.
4. Norms regarding work accidents include compensation for treatment or rehabilitation due to 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 Much research demonstrates how beneficial paid work is for health and happiness.²⁵ Several sections of the 2020 Job Creation Law, specifically the fourth section about 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.

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, particularly Article 86 paragraph (1), protects the right to job safety and health protection. Thus,

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>.

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>.

entrepreneurs must implement it methodically and cohesively into the business's management framework. The 2020 Job Creation Law on Manpower states that this protection aims to ensure the safety of workers and labourers to attain maximum productivity through minimal workplace regulation, prevention of occupational diseases and accidents, health promotion, treatment, and rehabilitation.²⁷

Employment is a very important component in safeguarding labourers and employees.²⁸ Wage regulations were removed, amended, and 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, shelter, security in old age, leisure, health, and education.³⁰ Article 81, Point 25, lists the salary parameters in the 2020 Job Creation Law on Manpower.

Article 88A stipulates provisions regarding employment relationships and workers' rights to wages during employment. This article emphasizes that every worker is entitled to receive wages from the start of the employment relationship until its termination. All workers are entitled to equal remuneration for the same type of work.

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>.

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>.

The employer's obligation to pay wages following the employment agreement is also emphasized, and such wages must not be below the minimum wage established by law. Although the company and the worker or labor union may agree on a specific wage amount, such an agreement must not conflict with applicable legal provisions—if it does, the agreement is deemed null and void.

Furthermore, this article also sanctions employers who fail to pay wages on time in the form of a proportional fine based on the worker's salary. On the other hand, workers who commit violations due to negligence or carelessness may also be subject to fines. This provision also stipulates that the government has the authority to impose fines on employers and workers who violate their obligations regarding wage payments. Article 88A is subsequently introduced, and it says the following:³¹

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 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 company's leverage and employee compensation, resulting from a lack of job security.³³ We are unsure, but

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>.

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>.

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 implementing 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 designed to carry out an employment contract for a certain work or time is known as a fixed-term employment agreement.³⁴ Furthermore, the position, pay, and perks are governed by a fixed-term work contract, and the worker and other matters governing the employment relationship are handled 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 common. Additional practice after the contract is concluded, the employee re-applies 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.

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>.

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.

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 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 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, exploited, 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

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>.

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.

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, which the parties are responsible for drafting 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 work 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.

Employment agreements may be made orally or in writing. Normatively, written documentation ensures the parties' rights and responsibilities, making the evidentiary process easier in case of disputes.⁴³ However, it is undeniable that many companies still 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

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.

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),"

between employers and employees. Therefore, the legal relationship is the source of the rights and responsibilities 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 due to 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. Suppose the period of PKWT mentioned in the paragraph has expired. At the same time, the completed job is still outstanding for the duration that they and the worker or labourer have agreed upon. In that case, 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

Termination of employment (PHK) can occur for a number of reasons related to internal company dynamics or the employee's condition. In a corporate context, PHK can be carried out in the event of structural changes such as mergers, acquisitions, or business divisions that result in the termination of employment, whether by decision of the

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.”

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.

employee or the employer. Additionally, efficiency measures implemented before or after the closure of a company, particularly due to losses incurred over two consecutive years, constitute a valid basis for termination of employment.

Force majeure, delayed payment of debts, and situations where the company faces bankruptcy further strengthen these grounds. Meanwhile, employees may request termination of employment if they experience morally or legally harmful actions, such as insults, threats, requests to commit illegal acts, delayed wages for three consecutive months, or assignments that violate the employment contract and endanger their safety and dignity. If the employer fails to respond appropriately to such a request, the industrial relations dispute resolution body is authorized to decide on termination of employment.

On the other hand, employees also have the right to resign voluntarily, provided they submit a resignation letter at least 30 days in advance, are not bound by any obligations, and continue to perform their duties until the resignation takes effect. Additionally, termination may be carried out against employees who have been absent without a valid reason on two occasions despite proper notification, or who violate the terms of the employment agreement after receiving three written warnings within a specified period. Termination is also valid if the employee cannot continue their duties due to detention for six months due to a criminal case, suffers a work-related accident causing disability or prolonged illness for more than a year, enters retirement, or due to the employee's death.

The employment relationship governs the rights and responsibilities that exist between an employer and employee. The rights and responsibilities of each party must be in balance.⁴⁹ Therefore, "workers' rights are employers' obligations" and "employers' rights are workers' obligations". For employees who have suffered greater disadvantages due to the non-permanent/contractual nature of their job relationships and their lower earnings and social welfare, even if it is merely minimal, 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

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/ejhl.v10i3.43325>.

worse than they should be, making it extremely harmful. To solve the problem of the rising unemployment rate, regarding 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

This study confirms that legal protection for workers under fixed-term employment contracts (PKWT) remains ambiguous: normatively limited, but prone to abuse. Key findings indicate that despite the Labor Law and its implementing regulations, such as Government Regulation No. 35 of 2021, which establish contract parameters, violations of principles related to contract duration, type of work, and normative rights remain common. This situation is exacerbated by weak labor oversight and limited access for workers to effective legal remedies.

The key argument in this study is that protection for PKWT workers cannot be based solely on formal legal aspects but must balance the economic interests of employers and workers' basic social rights. The power imbalance between workers and employers in flexible employment contracts demands a more progressive and contextual legal interpretation. The main contribution of this research lies in its conceptual proposal to reformulate the legal approach to PKWT based on the principles of distributive justice, contractual transparency, and corporate accountability. This research encourages the creation of regulatory designs that prioritize labor market efficiency and ensure the protection of workers' dignity and livelihoods.

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