

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

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Abstract

Specified-term employment contracts (PKWT) have been a common practice in modern employment schemes. However, this practice poses challenges in fulfilling the workers' normative rights. This study evaluates the effectiveness of legal protection for workers bound by PKWT within the framework of Indonesian labor law, particularly following the enactment of the Job Creation Law. Using a legal-normative approach and analyzing regulations, court rulings, and labor law literature, this study maps the structural vulnerabilities faced by contract workers. The research findings indicate that PKWT is often inconsistently applied to permanent jobs, extended beyond the time limit, and sometimes includes unilateral clauses in contracts, which are detrimental to workers. Outsourcing practices further worsen workers' bargaining position, especially when combined with ill-defined PKWT schemes that create quasi-permanent employment status. Many workers face legal uncertainty, lack of social security, and no access to severance pay or maternity protection. Labor inspections have proven unreliable in preventing systemic violations, due to limited enforcement resources and overlapping regulations. On the other hand, the application of market flexibility logic that dominates the Job Creation Law actually weakens the principle of industrial relations justice. Therefore, a redesign of the PKWT legal protection system is essential to ensure it is more responsive to workers' structural vulnerabilities and to guarantee clarity in norms, effective oversight mechanisms, and collective protection through labor unions.

Keywords: *Legal Protection, Specified-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 greatly influence labor problems in Indonesia. While labor significantly affects the company's progress, it also contributes to increased productivity and business welfare, enabling the company to compete in the global market. Laborers' responsibilities and roles are vital to national development and the achievement of development goals. In Dutch, such an employment agreement is referred to as *Arbeidsovereenkoms*. Under Government Regulation Number 35 of 2021 concerning Specified-Term Employment Contracts, a definition is provided in point 9 of Article 1, encompassing matters such as outsourcing, employment termination, breaks, and working hours. This article specifically states, "An employment agreement is a contract that outlines the terms of employment, rights, and responsibilities for both an employer and an employee."

Employment agreements safeguard the rights and responsibilities of the parties involved. Both employers and workers have different rights and obligations under employment agreements, under which the worker receives the rights granted by the

employer and assumes the obligations transferred from the employer.¹ The employer's responsibilities include providing salaries, granting statutory leave and holidays, arranging workplaces and equipment, demonstrating appropriate conduct as an employer, and issuing certificates. On the contrary, the worker's responsibilities include completing their duties, complying with company regulations, and demonstrating a good attitude as an employee.

A work agreement is set out 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 becomes a legal relationship, leading to a legal act. One might conclude that this agreement is a form of the source of a contract, or that the legal act is what establishes the legal connection of the agreement. Since contracts and agreements are founded on legal acts that bind the parties, they carry 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, thereby referred to as written agreements.

One advantage of an employment agreement is that it sets out the relationship between the company and the employee and defines the duties and rights of the business and its workers. This agreement is intended to protect the business from arbitrary actions against its employees and to curb potential losses for each party.⁴ Additionally, social security is essential for workers because it provides protection and guarantees their income even when they are temporarily absent from work due to matters they need to attend to.⁵

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).

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>.

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.⁶ According to Government Regulation No. 35 of 2021 concerning Specified-Term Employment Contracts, Outsourcing, Working Hours, Breaks, and Employment Termination, particularly in Article 1, point 9,⁷ a specified-term employment contract (often referred to as PKWT) is prepared for a job with an estimated completion date. This type of contract includes temporary work, work to be completed shortly, work not dependent on the season, and work related to new activities, new products, or other particular products being tested or marketed, without any specified types or purposes.⁸

A documented employment agreement is required for work with a specific duration. Such provision is made to prevent any possible losses when the contract ends.⁹ An employment agreement, however, should not require a probationary period of a predetermined duration.¹⁰ Without the designated official's consent to evaluate performance, the employer may terminate the employment relationship during the probationary period (often lasting three months). Provisions assert that probationary periods must not be outlined in employment agreements, as such periods typically last only a relatively short time.¹¹

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).

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>.

Legal protection is essential to ensure equality and justice between employers and employees.¹² Therefore, employment contracts are mandatory for regulating the relationship between employers and employees by outlining the rights and responsibilities of the parties.¹³ The creation of evolving labor laws, including new laws and alterations in employment standards, the impact of technology on work relations, and the role of the Omnibus legislation in labor law are all pertinent to this subject.

Government Regulation No. 35 of 2021 was in place following the Job Creation Law of 2020 concerning Employment, which has modified PKWT, allowing for a maximum five-year employment contract. If the contract has expired and the project is not completed on time,¹⁴ both the employer and the employee might agree to extend the contract. In this case, the contract, with the extended period included, must be no more than five years.¹⁵ Law No. 13 of 2003 concerning Manpower provides that an employment agreement is legally valid and enforceable if it is made by both parties and specifies the tasks to be performed.¹⁶

Despite having a contract that complies with the Labor Law 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 an employment relationship¹⁷—a legal bond that forms or is created once an employer and employee enter into an employment agreement.¹⁸

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>.

¹⁷ Panca Ipunk Rahadje, 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>.

Normatively, workers and employers have equal legal status. However, the implementation is often not as ideal as the theory,¹⁹ given that job seekers generally have weaker bargaining power because the number of available workers far exceeds the number of job opportunities.²⁰ This imbalance affects the dynamics of industrial relations and can increase the potential for injustice in employment.

In the context of the validity of employment agreements, provisions that conflict with the basic principles of agreements, as stipulated in Article 1320 of the Civil Code (KUH Perdata), may result in the cancellation or invalidity of the agreement. Clauses that violate subjective requirements (points 1 and 2) may cause the employment agreement to be voided, while violations of objective requirements (points 3 and 4) render the agreement legally invalid. Ultimately, the employer remains responsible for fulfilling all requirements in the implementation and termination of the employment relationship, in accordance with the provisions of the law.

The above issues, therefore, raise the following questions to investigate: 1) How does the law protect employees who work for a specified period to ensure equal rights and obligations without discrimination; 2) how are employment agreements implemented to align with Law No. 11 of 2020 and Law No. 13 of 2003? This study seeks to identify the protection provided to those bound by a term employment agreement, as well as to describe the application of the rights and responsibilities outlined in the employment contract.

Methods

This research is normative juridical, drawing on legal precedent and literary works. The secondary data were obtained from primary and tertiary legal materials, including applicable statutory laws. Statutory and conceptual approaches were used, where the statutory framework studies rules and legislation pertaining to the legal matters discussed, while the conceptual one examines the viewpoints and professional opinions about the topics this research investigates. This approach provides information on protection

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>.

throughout PKWT implementation. Data analysis referred to a qualitative-descriptive technique. Information gathered from the literature was further analyzed and presented in phrases and words to illustrate the problems. Furthermore, a conclusion about the issues is drawn based on the above description.

Results and Discussion

Legal Protection of Employees working for a Specified Period to Ensure Equal Rights, Obligations, and Fair Treatment

Amidst the growing number of businesses and enterprises, protecting the workforce is essential to ensure that workers receive equal treatment regardless of their grounds and that their fundamental rights are protected. Labor protection should safeguard the well-being of employees and their families,²¹ as mandated by the 2020 Job Creation Law concerning Manpower. Furthermore, Regulation No. 35 and Regulation No. 36 of 2021 address specified-term work agreements, outsourcing, break time and working hours, and termination of employment.²²

Depending on their skills and interests, workers should not be denied decent jobs or wages regardless of their gender, ethnicity, color, religion, or political beliefs. This includes treating those with disabilities fairly. Some regulations protect workers according to the following considerations:²³

1. Machinery work safety is covered by work safety norms, labor instruments, materials, workmanship processes, workplace conditions, and the way tasks are performed at work.
2. Occupational health and company health standards include ensuring worker safety, providing healthcare, and establishing guidelines for workplace health.
3. Work norms protect workers' rights through salary structures, leave policies, and work attitudes that maintain employee productivity.

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>.

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>.

4. Norms regarding work accidents 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 programs governed by Law No. 3 of 1992 have been replaced by Law No. 24 of 2011 concerning the Social Security Administrative Body. For labor insurance, the Social Security Administrative Body (often referred to as BPJS) is responsible for all Social Security programs. BPJS Ketenagakerjaan (BPJS for employees), as stipulated in Article 5, paragraph (2), letter b, comprises death insurance, work accident insurance, pension, and old age insurance, while BPJS Kesehatan (BPJS health insurance) funds health insurance. Employment is a significant socioeconomic factor influencing health.²⁴ Research studies beneficial paid work that is ideal 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. The amended statutes include Law No. 24 of 2011, which addresses BPJS programs, particularly Article 83, point 1, which revises Article 6, paragraph (2), adding new provisions on social security programs.²⁶

Law No. 13 of 2003 concerning Manpower, particularly Article 86, paragraph (1), protects the right to job safety and health protection. Therefore, entrepreneurs must implement this law methodically and cohesively into the business's management framework. The 2020 Job Creation Law concerning Manpower asserts that this protection aims to guarantee the safety of workers and laborers, and to ensure maximum productivity through concise workplace regulation that comprises prevention of occupational diseases and accidents, health promotion, treatment, and rehabilitation.²⁷

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>.

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

In safeguarding laborers and employees, employment is an essential component.²⁸ Regulations on wages were scrapped and amended, and first presented in the 2020 Manpower and Job Creation Law. Law No. 13 of 2003 concerning Manpower should only specify the minimum wage type when it is in place. Article 81, point 25 of Job Creation Law No. 20 of 2020 concerning Manpower has been amended, in which Articles 88A to 88E were added between Article 88 and Article 89, which covers the idea of computed wages per hour and results calculated on an hourly basis. Additionally, rules for wages are expressly stipulated in the 2020 Job Creation Law concerning Manpower. Law No. 13 of 2003 concerning Manpower, Article 88, paragraph 1, has been amended by Article 81, point 24, stating "Each worker is entitled to a respectable human life."²⁹

The article defines income as the amount of money that laborers or workers receive as their right after performing their work to support their needs and families, including clothing, food, 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 concerning Manpower.

Article 88A stipulates provisions on employment relationships and workers' rights to wages during employment. This article asserts that every worker is entitled to receive wages from the time the employment relationship is established. Wages are provided for as long as this relationship remains effective. For the same type of work, all workers are entitled to receive equal remuneration. The employer's obligation to pay wages in accordance with the employment agreement is also emphasized, and such wages must not be below the minimum wage regulated 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. Such a conflict will make the agreement null and void. Furthermore, this article imposes fines, the amount of which is proportional to the wages

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>.

or salaries paid, on employers who fail to pay wages on time. Similar penalties are also imposed on workers who violate work rules due to negligence or carelessness. This provision also stipulates that the government has the authority to impose fines on both employers and workers who fail to properly perform their obligations regarding wage payments. Article 88A is subsequently introduced and contains the following:³¹

Article 81, point 24, of the 2020 Job Creation Law concerning Manpower amends Article 88, the first paragraph, of Law No. 13 of 2003 concerning Manpower, providing for more acceptable compensation. Thus, the government enforces wage regulations according to the time unit specified in Article 81, point 25, which incorporates Article 88B and also stipulates the existence of a minimum wage regulated under paragraphs (3) and (4) of Article 88 of the 2020 Law concerning Job Creation. The 2020 Job Creation Law concerning Manpower in Article 81, point 25, states that the applicable minimum wage is divided, which includes paragraphs (2) and (3) of Article 88C, stating, "Under certain conditions, the governor shall 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. Government Regulation No. 36 of 2021, Article 23, paragraph (1) concerning wages states that 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 a company's leverage and employee compensation, driven by a lack of job security.³³ We are unsure, but how would the leverage-wage relationship change when employers can genuinely promise more job security, like when the government enacts labor laws? The pressure that enterprises encounter can be minimized by increasing pay to offset the high unemployment risk when labor protection laws genuinely increase employees' job security. This is relevant for heavily indebted businesses where the salary-leverage relationship is more evident. Given that companies can legitimately provide greater job

³¹ Winsherry 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 (Ukm) 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>.

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 concerning Work Agreement

A specified-term employment contract (PKWT) sets out an agreement between an employer and an employee that lasts for a specified period, during which the employee is bound to complete a certain type of work.³⁴ Furthermore, the position, pay, perks, facilities that employees can access, and other relevant matters regarding the employment relationship are governed under this work contract. The company's long-term employment agreement can last only up to five years. If the company wishes to retain its employees beyond this time frame, it must appoint them as permanent employees. However, breach of contract, including failure to comply with the duration set out in a work contract, is common. Sometimes employees reapply to the same company after the contract has expired.

Government Regulation No. 35 of 2020, Article 1 No. 9 concerning Specified-Term Work Contracts, Outsourcing, Working Hours, Breaks, and Employment Termination defines an employment agreement as a written contract between an employer and employee that specifies the conditions of employment, rights, and obligations of each party."³⁵ This work contract must be established by the employer and stipulate the time frame in which the employee must complete their work.³⁶

It is possible to sign an employment contract for a set period or an unlimited period. Unlike a PKWT, an unspecified-Term Employment Contract (PKWTT) lasts until the agreement concludes; therefore, no contract renewal is required.³⁷ Since PKWTT is a long-term agreement between an employer and a permanent employee, this matter is not covered by Law No. 13 of 2003.

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.

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.

Law No. 13 of 2003 does not control the notice of layoffs for legal reasons; it only governs the notification of renewal of employment agreements.³⁸ When determining the employment relationship for legal purposes after the allotted period has passed, it usually requires workers to complete their work by the end of the allotted time, and the employer cannot transfer the work to another area of their business.³⁹

Article 1 No. 10 of Government Regulation No. 35 of 2021 concerning Specified-Term Employment Contracts regulates outsourcing, work scheduling, breaks, and employment termination. This regulation provides guidelines for implementing PKWT, implying that it is an employment contract that governs the work relationship between laborers and their employers within a specified time frame.⁴⁰

The covenant bond under the contract concerned protects workers from slavery and the illegal extension of work terms. One way to realize harmonious, safe, and dynamic work relationships in compliance with Pancasila is through a specified-term work contract.⁴¹ Although the agreement is stated in a "standard form," as provided in Article 52 of Law No. 13 of 2003 concerning Manpower, it satisfies all necessary and legally binding conditions. The 2020 Job Creation Law concerning Manpower does not change this provision; companies have applied these provisions through the following provisions: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 period.

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.

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.

2. The parties have the ability to make and are responsible for drafting an employment contract, which entails working with the employer.
3. The objective of the agreement in this context is specific. The type of work assigned to the employee at a given time can be determined.
4. A contract for specified working hours between an employer and employees is not prohibited by law and does not contradict public decency and order, since it is a lawful reason.

Employment agreements may be made orally or in writing. Normatively, written documentation ensures the parties' rights and responsibilities, allowing related parties to present evidence in the event of disputes.⁴³ However, some companies are found without any written employment agreements that should set out the responsibilities and rights of both parties. The possible causal factor comes from human resource-related issues or an assumption that employment agreements are better spoken than written.

The employment agreement's signature will establish the worker's and the company's legal connection.⁴⁴ This legal relationship provides rights and responsibilities between employers and employees.⁴⁵ All parties, including employers and workers, are entitled to both duties and rights, where each party's right complements the other's: an employer's right is the employee's right.⁴⁶

Article 8, paragraphs (1) and (2) of Government Regulation No. 35 of 2021 concerning Employment Termination, Working Hours and Breaks, Specified-Term Employment Contracts, and Outsourcing set out the following provisions:⁴⁷

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.]"

1. PKWT shall last for a maximum of five years following the deadline specified in Article 5, paragraph 1.
2. If the period of PKWT referred to in paragraph 1 has expired while the work remains outstanding, for the duration that the employee and the worker or laborer have agreed upon, the employee may prolong the PKWT as long as the PKWT's overall duration, including the extended period, does not exceed five years.

In addition, the 2020 Job Creation Law concerning Manpower has made an amendment through Article 81, point 42. In this amendment, specifically, Article 154A has been inserted between Articles 154 and 155. In this case, Article 154A lists the grounds for layoffs.⁴⁸

Layoffs can occur for several reasons, including those related to internal company dynamics or the condition of the employee themselves. In a corporate context, layoffs can occur due to structural changes, such as mergers, acquisitions, or business divisions, resulting in terminations of employment, whether initiated by the employee or the employer. Additionally, efficiency measures implemented before or after a company's closure, particularly due to losses incurred over two consecutive years, also constitute a causal factor in such layoffs.

Force majeure, delayed payment of debts, and situations where the company is facing bankruptcy further strengthen these grounds. Meanwhile, employees may request termination of employment if they experience actions that are morally or legally harmful, such as insults, threats, requests to commit illegal acts, delayed payment of wages for three consecutive months, or assignments that violate the employment contract and endanger their safety and dignity. If the employer fails to give appropriate responses 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 occur against employees who have been absent without a

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.

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 is unable to continue their duties due to detention for six months as a result of 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 demise.

The rights and responsibilities between an employer and an employee are governed by the employment relationship. The rights and responsibilities of each party must be in balance,⁴⁹ as in the fact that "workers' rights are employers' obligations" and "employers' rights are workers' obligations". When employees have suffered greater disadvantages due to the non-permanent/contractual nature of their job relationships and lower earnings or inadequate social welfare, both job security and career advancement are absent. Consequently, using outsourcing in these situations will harm employees.⁵⁰ The primary reason for outsourcing is to cut labor costs, but the protection and working conditions it provides are significantly worse than they should be, severely harming employees. To address the rising unemployment rate, regarding job creation, the government issued Law No. 11 of 2020.

In Law No. 13 of 2003 concerning Manpower, Article 156, paragraph (1) is amended by Article 81, point 44 of the Job Creation Law of 2020 concerning Manpower: Workers are entitled to compensation from the company where they work if their employment ends. However, after the amendment, it reads, "If the employment relationship ends, the employer shall provide severance compensation, service period rewards, and restoration of rights that should have been granted."

Conclusions

This study confirms that legal protection for workers under a specified-term employment contract (PKWT) remains questionable, since it is normatively limited but prone to practical abuse. Key findings indicate that, despite the Labor Law and its implementing regulations, such as Government Regulation No. 35 of 2021, which

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>.

establish contract parameters, violations of principles regarding contract duration, work type, and normative rights remain prevalent. This situation is exacerbated by poor 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 grounds but must reflect a balance between employers' economic interests and workers' fundamental social rights. The power imbalance between workers and employers in flexible employment contracts demands a more progressive, context-specific 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 development of regulatory designs that not only prioritize labor market efficiency but also protect workers' dignity and livelihoods.

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