



JURIDICAL REVIEW OF THE ARRANGEMENT AND IMPLEMENTATION OF CERTAIN TIME WORK AGREEMENTS IN LAW NUMBER 6 OF 2023 CONCERNING JOB COPYRIGHT AND LAW NUMBER 13 OF 2003 CONCERNING EMPLOYMENT

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ABSTRACT

Law Number 6 of 2023 concerning Job Creation, there are changes to the provisions related to certain time work agreements (PKWT) which were previously regulated in Law Number 13 of 2003 concerning Employment. Law Number 6 of 2023 concerning Job Creation then experienced rejection from many workers because there were several changes to the provisions regarding fixed-term work agreements (PKWT) which were feared to result in changes to the time period within which a fixed-term work agreement (PKWT) could be entered into, the duration of which was determined by a work agreement and is not regulated regarding the maximum limit in the law. The formulation of the problem in this research is, How does the regulation of fixed-term work agreements in Law Number 6 of 2023 and Law Number 13 of 2003 compare? What are the problems faced regarding the implementation of fixed-term work agreements after the enactment of the Job Creation Law? This research uses a normative juridical method with a statutory approach and a conceptual approach. The data used is secondary data consisting of primary legal materials, secondary legal materials and tertiary legal materials. The results of this research concern regulations and implementation as well as issues regarding fixed-term work agreements in Law Number 13 of 2003 concerning Employment and after the enactment of the Job Creation Law.

Keywords: *PKWT, Job Creation Law, Employment Law*

A. INTRODUCTION

The Preamble to the 1945 Constitution of the Republic of Indonesia observes that the aim of opening the State of Indonesia is to create a prosperous, just, prosperous, equitable society, both materially and spiritually. In line with this aim, the article on work and a decent living for humanity, because article 27 paragraph (2) of the 1945 Constitution determines that "every citizen has the right, the State needs to make various efforts or actions to fulfill those rights." citizens to obtain work and a decent living. The central government aims to reduce the number of unemployed and accommodate new workers and encourage the development of cooperatives and micro, small and medium enterprises with the aim of improving the national economy which will improve people's welfare. In its formation, the Law needs to go through several strategic stages. This is because laws are considered as legal products that regulate state and social life. So, if laws are made in a hurry, they will only cause polemics that will cause dissatisfaction among the public. In his book, Jimly Asshidiqie states that the laws that have been implemented and promulgated have certainly gone through a very long process until they are finally passed as public property that is open and binding on the public. The government has passed Law Number 6 of 2023 concerning work copyright on March 31 2023. This law was prepared using the technique *Omnibus Law*. The Minister of Manpower said that the ratification of the job creation law (UU Ciptaker) was motivated by a number of important things that the government had thought about at some time before, which had 4 (four) urgent matters, namely first, the transfer of employment opportunities to other countries; second, the competitiveness of alternative job seekers is low compared to other

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countries; third, the population who do not or have not worked will increase; fourth, Indonesia is trapped in the middle income trap (justice when a country succeeds in reaching the middle income level but cannot get out of that level for developed countries). It is hoped that the Job Creation Law will become part of national economic recovery efforts, especially in encouraging economic information to be able to create new jobs for the community. The aim of the Job Creation Law is to create equal employment opportunities for the Indonesian people. *Omnibus law* is a method or concept of making regulations that combines several rules with different regulatory substance, into one regulation under one legal umbrella. The regulations that are made are always carried out to create new laws by canceling or revoking and also amending several statutory regulations at once. The reason the government created the Omnibus Law was because too many regulations had been made, which then gave rise to its own problems, such as overlapping regulations. The result is that there is no shortage of policy or authority conflicts between one ministry/institution and another ministry/institution and also between the central government and regional governments. This overlapping regulation ultimately has an impact on hampering the implementation of development programs and worsening the investment climate in Indonesia. This makes it difficult to achieve programs to accelerate development and improve community welfare. Along with this, the challenges of the digital society ecosystem era are also increasingly developing, where Indonesia can no longer be entangled in formal procedures for long. Based on this, the only way is to quickly simplify and uniformize regulations, namely through the Omnibus Law scheme. Meanwhile, Law Number 6 of 2023 concerning Job Creation has 10 updated clusters, including Employment, the 10 clusters are:

1. Increasing the investment ecosystem and business activities
2. Employment
3. Convenience, protection and empowerment of cooperatives and MSMEs
4. Ease of doing business
5. Research and innovation support
6. Land procurement
7. Economic area
8. Central government investment and acceleration of national strategic projects
9. Implementation of government administration
10. Imposition of witnesses

Law Number 6 of 2023 amends the regulations of Law Number 13 of 2003. There are six employment provisions that were issued, namely:

1. Specific time work agreement (PKWT)
2. Outsourced or outsourced workers
3. Wage provisions
4. Social security for worker protection
5. Severance pay
6. Work termination

However, after the Job Creation Law was passed, many workers rejected the law on the grounds that the law contained regulations that were considered detrimental to workers, especially in chapter IV from article 56 to article 80 which regulates employment. There are several reasons why workers reject the Job Creation Law related to several changes to the provisions governing fixed-term work agreements (PKWT), the first of which is related to the time period within which a fixed-term work agreement can be entered into; second, related to providing compensation money; third, it is more pro-employer than worker. A certain time work agreement (PKWT) is intended for a non-permanent employee. This type of agreement is obtained by those who are usually referred to as contract employees and freelance workers. Workers with a fixed-term work agreement usually have the ability to complete work on a temporary basis. The rules regarding work contracts for certain time work agreements are regulated in Article 81 point 15 of the Job Creation Law,



previously the rules regarding PKWT work contracts were regulated in Article 59 of the Manpower Law. The jobs referred to in the Job Creation Law article 81 number 15 are:

- a. Work that is completed once or is temporary
- b. The work is expected to be completed within a short period of time
- c. Seasonal work
- d. Work related to new products, new activities, or additional products in the trial period
- e. The nature or activity of Janis' work is permanent

Currently, companies are increasingly implementing Specific Time Work Agreements (PKWT) because they are considered more efficient and to gain greater profits by reducing costs incurred and the amount of work required. If the company has many workers, the company must provide various benefits for the welfare of the workers, such as health care benefits, work appreciation benefits, termination benefits, etc. However, PKWT workers are of the opinion that the policy of using the PKWT system is considered less profitable because they do not have certainty regarding the term of work, appointment as permanent employees which affects their career path, status or position as workers, and severance pay at the end of the contract period. One of the companies that implements a Specific Time Work Agreement (PKWT) is PT. Socfindo, where this company employs with a certain time work agreement for workers who work as field laborers. The reason companies employ using the PKWT system is to make it easier to see the quality of worker performance, the work is temporary, the work is fluctuating (not permanent), the wage level is lower and it is easy to terminate employment.

B. FORMULATION OF THE PROBLEM

1. How do the regulations for fixed-term work agreements in Law Number 6 of 2023 and Law Number 13 of 2003 compare?
2. What are the implementation and problems related to fixed-term work agreements in the Employment Law and after the enactment of the Job Creation Law?

C. RESEARCH METHODS

1. Nature of Research

The nature of the research is descriptive research, namely the aim of describing or analyzing research results. This research describes the regulation and implementation of fixed-term work agreements in Law Number 6 of 2023 and Law Number 13 of 2003.

2. Types of research

The type of research in this case is normative juridical research, namely research that refers to document studies.

3. Method of collecting data

Because this research is normative juridical research. Where data collection is taken from library studies such as statutory regulations, legal theory.

4. Data Type

- a. Primary Legal Materials
Law no. 6 of 2023 concerning Job Creation
Law no. 13 of 2003 concerning Employment
- b. Secondary Legal Materials
Data obtained from books, documents, legal scientific writings and the internet.
- c. Tertiary Legal Materials
Data whose legal materials provide explanatory information regarding legal materials primary and secondary legal materials.

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D. DISCUSSION

I. Comparison of certain time work agreement regulations in Law Number 13 of 2003 concerning Employment and Law Number 6 of 2023 concerning Job Creation

The form of employment relationship carried out between the employer and the employee is through a work agreement, which then gives rise to a legal relationship between the employee and the entrepreneur, according to Lalu Husni "That the employment relationship as a form of legal relationship is born or created after the existence of a work agreement between the employee and the entrepreneur. The Manpower Law qualifies work agreements into two types, namely a Certain Time Work Agreement (PKWT) and an Indefinite Time Work Agreement (PKWTT). PKWT is a work agreement between a worker/laborer and an entrepreneur to enter into a work relationship for a certain time or for a certain job, while PKWTT is a work agreement between a worker/laborer and an entrepreneur to enter into a permanent work relationship. A certain time work agreement (PKWT) is regulated to provide protection for workers, with the consideration that it does not happen where the appointment of workers is carried out through an agreement in the form of a certain time work agreement (PKWT) for workers who are continuous or have a permanent/permanent job. business entity.

A certain time work agreement (PKWT) for workers or laborers is a supporter of the momentum of national economic growth. PKWT in industrial relations causes many disputes when employers terminate employment relations (PHK). In the PKWT, a harmonious relationship between workers and entrepreneurs never creates aspects of justice in law because they are never made permanent workers after passing the 3 (three) year work period or the maximum limit for implementing a work contract. Article 1 paragraph (14) of the Employment Law provides the definition of an employment agreement. The elements of a work agreement according to Law Number 13 of 2003 concerning employment are the element of work, the element of an order, the wage and a certain time. The conditions for the validity of a work agreement are regulated in Article 52 of Law Number 13 of 2003 concerning Employment in the form of formal requirements, while the formal requirements are based on the provisions of Article 54 paragraph (1) of Law Number 13 of 2003 concerning Employment. The Employment Omnibus Law itself revises the provisions of the Specific Time Work Agreement in Law Number 13 of 2003 through changing, deleting and adding articles.

However, the rules regarding contract employees are only explained in broad outline in Job Creation Law Number 6 of 2023. Detailed provisions are in Government Regulation Number 35 of 2021 as regulations for implementing the Job Creation Law. The job creation government regulations regarding PKWT, Outsourcing, Working Time and Rest Time, and Termination of Employment Relations explain the latest PKWT regulations, which have been in effect since they were published in February 2021 replacing the previous regulations in the Employment Law. The difference in regulation regarding the status of a fixed-term work agreement (PKWT) is in the labor law Article 59 paragraph (1) "workers whose completion is expected to take place within a short period of time and a maximum of 3 (three) years". Meanwhile, Article 59 paragraph 4 explains that PKWT can be held for a maximum of two years and may only be extended once for a maximum period of one year.

"A fixed-term work agreement based on a certain period of time can be entered into for a maximum of (2) years and may only be extended 1 (one) time for a maximum period of 1 (one) year." PKWT renewal can only be carried out after the grace period of 30 (thirty) days has passed for the end of a long fixed-term work agreement, changes to a fixed-term work agreement may be made 1 (one) time and a maximum of 2 (two) years. If we look at the Civil Code, work agreements are made for a certain time on the basis of a term, when the time has expired it can be extended if there are no objections. This is regulated in article 1603f paragraph (1). Previously, PKWT was regulated in articles 56-59 of the Manpower Law, but the provisions in these articles were changed in article 81 points 12-15 of the Job Creation Law and regulated more specifically in Government Regulation Number 35 of 2021, so that the provisions of Article 59 The old labor law no longer



applies. The government and DPR have updated the work contract scheme in the Job Creation Law.

In the Job Creation Omnibus Law, Article 59 of Law Number 13 of 2003 was deleted. PKWT time limits are now no longer regulated in law, but are regulated by government regulations. This is explained in article 12 of the Job Creation Law which amends Article 56 of the Employment Law. The Job Creation Law adds two points to explain the work period for PKWT. In point 3 it is explained that the current period is determined based on the employment agreement. Further provisions regarding PKWT will be regulated in Government Regulations. The Minister of Manpower, Dr. Hj. Ida Fauziyah, M. Si, explained that in the contract time limit scheme it will be regulated in derivative regulations such as Government Regulations (PP). However, the discussion will still take into account input from employers and labor unions. According to Ida, if the maximum limit for a fixed-term work agreement (PKWT) is set at three years as in Law Number 13 of 2003, it will actually be inflexible and burden the business world. He gave an example, a certain time work agreement (PKWT) can be extended for up to five years. The obligation to appoint employee status after the contract period has passed and the PKWT contract extension is carried out because companies are only allowed to make a certain time work agreement (PKWT) once for one employee when two years have passed or to extend it again for 1 year, the company only has 2 options, namely:

1. Not extending the employment contract
2. Appoint him as a permanent employee

Changes related to Specific Time Work Agreements in Law Number 13 of 2003 with Law Number 6 of 2023

| Law Number 13 of 2003 concerning Employment | Law Number 6 of 2023 concerning Job Creation |
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| <ol style="list-style-type: none"> 1. Time period for a Specific Time Work Agreement (PKWT) <ul style="list-style-type: none"> ➤ Article 59 paragraph 4 regulates that a certain time work agreement (PKWT) can be entered into for a maximum period of two years and can only be extended once for a maximum period of one year. so that the total period possible in a fixed-term work agreement is three years. 2. Probational period <ul style="list-style-type: none"> ➤ Article 58 of the Manpower Law, Certain Time Work Agreements are not permitted to require a work trial period. If a PKWT work agreement is found that requires a work trial period then the work trial period is declared null and void. 3. Additional types of work that can be linked to PKWT <ul style="list-style-type: none"> ➤ Article 59 of the Manpower Law, PKWT can be made for work that will be completed within a certain time, including work that is completed once or is temporary, work whose completion is expected to take no more than three years, work that is seasonal, and work that is related to new products, activities new, or | <ol style="list-style-type: none"> 1. Time period for a Specific Time Work Agreement (PKWT) <ul style="list-style-type: none"> ➤ Article 81 point 12 of the Job Creation Law amends article 56 of the Manpower Law in paragraph (4) which regulates that the period for completing a work agreement for a certain time is determined in the work agreement. For work agreements for a certain period of time that are not too long, work that is seasonal in nature, or work related to new products, new activities, or additional products that are still under trial or exploration can be carried out for a maximum of 5 years. Meanwhile, for certain time work agreements for other certain jobs whose type and nature or activities are not permanent, this can be done with a daily work agreement with a maximum period of no more than 3 consecutive months. 2. Probational period <ul style="list-style-type: none"> ➤ Article 81 number 14 of the Job Creation PP which emphasizes Article 58 of the Manpower Law which states that if a certain term work agreement requires a work trial period, it is not only null and |

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| <p>additional products that are still in the trial/exploration period</p> <p>4. Extension and Renewal of the PKWT work agreement</p> <ul style="list-style-type: none"> ➤ The Manpower Law provides regulations regarding the extension and renewal of pkwt. Extensions can be made a maximum of once for a maximum of one year, and renewals can be done a maximum of once for a maximum period of two years. Renewals can be made after exceeding the grace period of thirty days from the end of the old work agreement. <p>5. Compensation Money for PKWT</p> <ul style="list-style-type: none"> ➤ The Labor Law does not regulate compensation money when a Specific Time Work Agreement (PKWT) ends. | <p>void but also the work period is still calculated from the start of the work agreement.</p> <p>3. Additional types of work that can be linked to PKWT</p> <ul style="list-style-type: none"> ➤ The Job Creation Law adds one type of work whose type and nature or activity is permanent. Where the work is continuous, not intermittent and not limited by time within one company or work that is not seasonal <p>4. Extension and Renewal of PKWT work agreements</p> <ul style="list-style-type: none"> ➤ The Job Creation Law differentiates PKWT extensions based on the type of PKWT agreement used: <ul style="list-style-type: none"> a. PKWT extensions are based on a time period, extensions can be carried out several times with an unlimited number, but the maximum between the start of the PKWT and all extensions cannot exceed five years. b. PKWT extensions are based on the completion of certain work, extensions can be made until the work is completed, but the maximum time is not specified. <p>5. Compensation Money for PKWT</p> <ul style="list-style-type: none"> ➤ The Job Creation Law regulates the provision of compensation after the end of a Specific Time Work Agreement (PKWT) by employers. And it is confirmed in PP No.35 of 2021 that compensation is given to workers who have worked for at least one month. |
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II. Implementation and Problems After the Implementation of the Job Creation Law regarding Specific Time Work Agreements (PKWT)

A specific time work agreement (PKWT) must be based on a certain period of time or the completion of a certain job and cannot be entered into for permanent work. The Manpower Law provides regulations regarding certain time work agreements for work that has a limited time to complete it, so that employers do not have to appoint permanent workers for work that has a limited time to complete it. Prior to the enactment of the Job Creation Law, the Employment Law regulated that work agreements for a certain period of time were made in written form and used Indonesian and Latin letters. Then a work agreement for a certain period of time must be made in writing to provide legal certainty for the parties, including certainty regarding the rights and obligations of the worker and employer. This is also intended so that if a dispute occurs in the future, the work agreement made will be able to be used to assist the evidentiary process. In practice, it is not uncommon to find work agreements for a certain period of time that are made without a written agreement, work agreements are made verbally only on the basis of trust. One of



the factors that causes this is the inability of human resources as well as conventional factors. This is of course very risky, considering that based on Article 57 paragraph (2) of the Manpower Law, work agreements for a certain time that are not made in writing are legally declared as work agreements for an indefinite time. Which means that the agreement is not limited in time to completion, and upon termination of the employment relationship, the employer has an obligation to pay compensation in the form of severance pay, work period awards, or other rights related to work that are based on an indefinite work agreement. Apart from these problems, there are also several other problems related to the implementation of fixed-term work agreements in companies before the Job Creation Law comes into effect, including:

a. Violations regarding the type of work and the term of a specific work agreement

A fixed-term work agreement based on the Employment Law has special requirements, especially regarding the term of the agreement and the type of work agreed upon. The term of a fixed-term employment agreement can only be for a maximum of two years, can only be extended once for a maximum of one year, or can be renewed a maximum of once for a maximum of two years. For the type of work itself, not all work can be used as the object of a certain time work agreement, but only certain jobs, namely: work that is completed once or is temporary in nature, work whose completion is expected to take a maximum of three years, work that is seasonal, and work related to new products, new activities, or additional products that are still in the trial or exploration period. However, in its implementation, it is not uncommon for a fixed-term work agreement to be made for permanent work and the work implementation time exceeds the specified time limit.

b. Secret extension or renewal of a certain term work agreement

It is possible to extend or renew a work agreement for a certain period of time when the work agreement has been completed. However, the extension of the work agreement can only be done once for a maximum period of one year. Apart from that, if an extension is to be carried out then no later than seven days before the work agreement ends, the employer is obliged to notify the workers concerned in writing. Meanwhile, if an entrepreneur wishes to renew a fixed-term work agreement, then the renewal can only be done after a grace period of thirty days has passed after the end of the long fixed-term work agreement, and this renewal can only be done once for a maximum period of two years. If the extension of the agreement is agreed upon by the worker and employer then this is not a problem, however if the extension is carried out secretly, such as when the employment relationship is deemed to be held again for a maximum period of one year with the same conditions, then this becomes a problem. Extension of the agreement requires written notification no later than seven days before the term of the old work agreement ends, while for renewal of the work agreement there must be a grace period of thirty days after the work agreement ends. Failure to fulfill these conditions makes the employment agreement legally an indefinite employment agreement. In practice, it is also not uncommon to find that in cases where a fixed-term employment agreement is renewed, the worker is never dismissed thirty days after the employment agreement ends.

c. There is no compensation at the end of a certain term work agreement

The Employment Law does not regulate rights in the form of compensation after a fixed-term employment agreement ends. The end of a work agreement for a certain period of time will not have a detrimental impact on the entrepreneur, because the entrepreneur is not obliged to provide reservation money upon the end of the work relationship. In contrast to work agreements for an indefinite period of time, where upon termination of the employment relationship, workers have the right to receive severance pay, and/or service pay, and compensation for entitlements. So in this case, workers who are in an employment relationship with a certain term employment agreement, even though the employee has worked for a long time, this will not affect or enable them to receive compensation upon the end of the employment relationship. The problems mentioned above were encountered in the implementation or practice level regarding fixed-term work agreements (PKWT) before the Job Creation Law came into effect. After the Job Creation Law came into

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effect, the issue of compensation at the end of the employment relationship was answered by the addition of Article 61 A. where the article stipulates that when the employment agreement for a certain period of time ends, employers are obliged to provide compensation money to workers whose amount is adjusted to the length of service. the worker concerned. Furthermore, in PP No.35 of 2021, it is regulated that compensation is given to workers who have worked for at least one month. With the provisions, a work agreement for a certain period of twelve months continuously provides compensation in the amount of one month's wages, and if the work agreement for a certain time is less or more than 12 months then compensation is given proportionally. The Job Creation Law does not address issues related to problems regarding work agreements that are not made in writing, violations of the term of certain time work agreements, as well as extensions and renewals of certain time work agreements that are carried out not in accordance with the regulations in the Manpower Law. So after the enactment of the Job Creation Law, there are several new problems related to fixed-term work agreements that deserve attention, these problems include:

- a. There is no limit on the maximum term for a fixed-term work agreement based on the completion of a particular job

Government Regulation Number 35 of 2021 regulates the maximum period of time that an agreement can be implemented, however, for certain types of work agreements for certain periods based on the completion of a job, the maximum length of time that the agreement can be implemented is not specifically determined. In this government regulation, it is only stipulated that a work agreement for a certain time based on the completion of a job can be carried out within a period of time based on the agreement of the parties as stated in the agreement and adjusted to the length of time for the completion of the job. So this raises questions about projects that take many years, so that certain time work agreements will also be implemented for a long period of years following the length of completion of these projects. This type of fixed-term work agreement also allows for an extension for an unspecified time limit, based on the completion of the work. This creates further legal uncertainty regarding the maximum length of time that can be carried out on a certain term work agreement.

- b. There are no legal consequences if the work agreement for a certain time is made not in writing

Article 57 paragraph (2) of the Manpower Law regulates that a work agreement for a certain time that is not made in writing legally becomes a work agreement for an indefinite time. However, this rule was removed in the Job Creation Law, this means that there are no legal consequences if a work agreement for a certain period of time is not made in writing. The Job Creation Law only requires work agreements for a certain period of time to be made in writing without any legal sanctions/consequences if obligations are violated. This can give rise to practices of implementing fixed-term work agreements without an agreement in written form, thereby reducing legal certainty and making it difficult to prove the existence of a fixed-term work relationship between workers and employers.

- c. There is no regulation regarding notification from employers regarding the extension and renewal of work agreements for certain periods

The Employment Law provides regulations regarding the extension and renewal of certain-term employment agreements. Extensions can be done a maximum of once for a maximum period of one year, while renewals can be done a maximum of once for a maximum period of two years. However, renewal of the agreement can only be carried out after the thirty day grace period for the end of a long fixed term employment agreement has been exceeded. This provision is not found in the Job Creation Law, only in government regulation No. 35 of 2021 which regulates the extension of agreements for certain time work agreements based on a certain period of time and certain time work agreements based on the completion of a certain job. Government regulations do not impose an obligation on employers to provide notification before extending a work agreement for a certain period. The absence of provisions regarding notification prior to an extension will result in workers not having the opportunity to prepare to look for other job opportunities when it turns out that the



agreement is not extended. So, on the contrary, when a worker feels that his or her work agreement for a certain period of time has ended, it turns out that on the last day the worker finds out that the work agreement for a certain time will be extended. This reduces workers' rights to obtain information regarding the continuation of the work they are undertaking. Therefore, these problems should be brought to the attention of the government so that regulations can be made. This is to provide legal certainty regarding worker protection which aims to ensure the continuity of a harmonious work relations system.

Benefits of the Job Creation Law for Companies

The Job Creation Law provides benefits for entrepreneurs/companies, including:

1. By increasing the PKWT period, companies can hire employees as needed. For example, PKWT can be held for 3 years and renewed for 2 years, or PKWT for 2 years followed by 2 years of renewal, or PKWT for 1 year and renewed every month
2. For companies that are pursuing certain targets, for example production, new project profits, and so on, extra daily overtime hours (working days) in the Job Creation Law can be used to accelerate the achievement of these targets.
3. The Job Creation Law allows companies to pay smaller severance pay than previous regulations. This means that the company's burden in laying off employees is also lighter.

Benefits of the Job Creation Law for Employees/Workers

The Job Creation Law provides the following benefits for employees:

1. Although it is not the same as severance pay, PKWT compensation money can be another income for contract employees. At least employees don't end their contracts empty-handed without any rights paid by the company
2. Longer overtime will increase the employee's monthly income. As long as the employee is capable, extra overtime hours can be used to increase the income in the pay slip.
3. Flexible working time is more efficient for employees, where employees can set their own working time, but remain oriented towards results or the company's financial targets.

E. CLOSING

In comparison between the Job Creation Law and the Employment Law Number 13 of 2003 through the Omnibus Law (Job Creation Law), there are several substances that have been changed or deleted in the Employment Law regarding PKWT, including the term, trial period, additional types of work, extension and renewal of agreements, and compensation. The Job Creation Law has provided an answer to the problem of compensation at the end of an employment relationship by adding Article 61 A. This article stipulates that when a certain term employment agreement ends, employers are obliged to provide or issue compensation to workers. There is no maximum term limit for this type of PKWT agreement which is based on the completion of a particular job, and there are no legal consequences if the work agreement for a certain period of time is not made in writing.

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