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# Judicial Review and Enforcement of Labor Protections in Fixed Term Employment Contract

(Law Number 6 of 2023 Concerning Job Creation)

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## Abstract

This research aims to examine the juridical analysis and implementation of legal protection for Fixed Term Employment Contract (PKWT) workers in Law Number 6 of 2023 concerning the Stipulation of Government regulations in lieu of Law Number 2 of 2022 becoming Law. The background of this research is the Protection of Fixed Term

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Employment Contract (PKWT), the implementation of which is not in accordance with applicable regulations so that workers' rights cannot be properly protected. The research method used in this research is an Empirical research method, namely legal research carried out through real studies, focusing on looking at the implementation that occurs in society from library materials, namely legal materials, regulations or related laws which are intended to describe the implementation or application of the protection of workers of the Fixed Term Employment Contract (PKWT) in the regulations of Law Number 6 of 2023. Based on the analysis of facts and data, the author concludes that in the juridical analysis and implementation of legal protection for Fixed Term Employment Contract (PKWT) workers in Law Number 6 of 2023: (1) Clear legal consequences and sanctions are needed for the implementation of regulations in society (2) That the role of related institutions needs to be maximized again to protect the rights of PKWT workers as a whole.

**Keywords**
*Jurisdiction and Implementation; Labor; Fixed Term Employment Contract.*

# I. Introduction

Employment issues are quite complex problems and cover various fields within a country. Development in the employment sector plays a very important role in increasing national productivity and the welfare of the people of a country. Employment issues in Indonesia have been regulated in Law Number 6 of 2023 concerning the Stipulation of

Government Regulations in Lieu of Laws to Become Law Number 2 of 2022 concerning Job Creation Becoming Laws which is the government's answer to the field of employment law which has the noble aim of protecting workers in Indonesia.

Labor law regulates work relations between workers and employers, or regulates interests between individuals or between individuals and legal entities. The employment relationship basically contains the rights and obligations of the employee and employer, where these rights and obligations are reciprocal to each other. These rights and obligations, apart from being regulated in statutory regulations, are also made on the basis of an agreement between the worker and the entrepreneur which is then outlined in the form of a work agreement, so that the work relationship cannot be separated from the work agreement made by the worker and the entrepreneur.[1]

The first change in the labor market was driven by the structural transformation of the Indonesian economy. After years of Indonesia relying on the economic sector as the backbone of the national economy, industrialization and the rapid development of the service sector have changed the allocation of labor. The structural transformation of the economy from the agricultural sector to the service sector has caused the labor market to increasingly need educated workers to do work that is non-repetitive and requires problem-solving skills which are much needed in the service sector.[2]

Various changes in digital transformation that have been echoed since Industrial Revolution 4.0 have also driven changes in economic structure, job market structure and work patterns. On the one hand, the direct impact of this change is that work can be done anywhere (remote working) and done at any time (on-demand job) so that most companies employ their workers not as permanent workers but as contract workers or Fixed Term Employment Contracts (PKWT). The government is

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1 Dewa Gede Giri Santosa and Dewa Gede.2021."Perjanjian Kerja Waktu Tertentu Pasca Undang-Undang Cipta Kerja: Implementasi Dan Permasalahannya," *Jurnal Ilmu Hukum* 17, no. 2 Hal 178–191.

2 Turro S Wongkaren et al. 2022."Analisa Implementasi UU Cipta Kerja Kluster Perjanjian Kerja Waktu Tertentu (PKWT) Dan Alih Daya," *Jurnal Ketenagakerjaan* 17, no. 3 Hal 210–237.

trying to adapt to the changes occurring in society by presenting regulations that answer these various complex changes. The regulations that are present are Law no. 6 of 2023 concerning the Stipulation of Government Regulations in Lieu of Law Number 2 of 2022 concerning Job Creation into Law.[3]

The concept of Omnibus Law or what is commonly known as the universal sweep law, is a new concept for the legislative system in Indonesia. This concept is able to replace several norms in several laws and merge into one regulation. This concept is used to cut several norms that are considered not in accordance with current developments, too many regulations, and even those that can harm the interests of the state.[4] In drafting the omnibus law, the substance that is expected is to be better than the previous regulations. On that basis, to find out whether the Job Creation Law substantively has better regulations than the Employment Law.

However, after the passing of the Job Creation Law, especially in the section on employment, many workers rejected the law on the grounds that the law contained regulations that were considered detrimental to workers, especially in Chapter IV which regulates employment. One of the reasons workers rejected the Job Creation Law was related to several changes to the provisions governing fixed-term work agreements (PKWT). One of the articles of Law No. 13 of 2003 is article 57 paragraph (2) which states "A work agreement for a certain period of time that is not written in conflict with the provisions referred to in paragraph (1) is declared as a work agreement for an indefinite period of time". This means that there are legal consequences if a Work Agreement for a Certain Time (PKWT) is made unwritten, it will automatically cause the work agreement to become a Work Agreement for a Certain Time (PKWTT) or a permanent worker, however this is changed in Law Number 6 of 2023 in the employment section in article 57 paragraph (2) which states "in the case of a work agreement for a certain time made in Indonesian and a foreign language, if there is a

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3 Vebyyanti Ramadhani and Arinto Nugroho, "Implementasi Kewajiban Pengusaha Untuk Memberikan Salinan PKWT Di PT. Chemipro Dwitunggal Sejati," *Novum: Jurnal Hukum* 8, no. 2 (2021): 131–40.

4 Santosa and Gede, *Op.cit.*

difference in interpretation between the two, the applicable work agreement for a certain time made in Indonesian". This means that the article does not regulate the legal consequences of work agreements made unwritten. This is certainly detrimental to workers who, if they are dismissed unilaterally by the employer, the workers cannot take legal action, because the regulations do not regulate the legal consequences regarding this matter. Therefore, it is necessary to then study the legal protection of labor for Fixed Term Employment Contract (PKWT) regarding changes to the regulations and implementation of legal protection for labor under Fixed Term Employment Contract (PKWT) in the Job Creation Law.

There are many real examples around us of the non-fulfillment of rights from Fixed Term Employment Contract (PKWT). For example, regarding the implementation of applicable regulations, it turns out that the community does not implement this, namely that Certain Time Work Agreements are only made orally and not in writing, which is definitely an inaccuracy in the implementation of the regulations that have been made by the government. The reason this can happen is regulations that cannot provide good protection to the community, and then the implementation of these regulations does not work as it should, which is what causes various problems that arise. occurs in the employment sector, especially regarding PKWT protection. Therefore, the author is interested in studying more deeply the juridical review and implementation of the protection of Fixed Term Employment Contracts in Law Number 6 of 2023.

# II. Method

The type of research used in preparing this thesis is Empirical Sociological research, which is also known as Empirical legal research methods. Sociological Empirical Research is legal research carried out through real studies, focusing on looking at the implementation that occurs in society from library materials, namely legal materials,

regulations or related laws.[5] The nature of the research used in preparing this thesis is descriptive research, which aims to describe certain objects and explain related aspects or describe in a structured manner certain facts or characteristics objectively and thoroughly. This research is descriptive in nature because the main focus is describing an object with the aim of drawing conclusions that can be widely applied.[6] Literature study is used in this research by examining materials that have been collected by researchers in depth in the form of journals, scientific works including the results of previous research, literature, statutory regulations, documentation from relevant agencies from research and from other sources in the form of magazines and newspapers. The method used is qualitative analysis, this approach involves observing the data obtained and connecting it with legal provisions and principles that are relevant to the problem being studied. This process is carried out using deductive logic, namely thinking from general things to more specific things. Normative tools such as legal interpretation and construction are also used in this analysis. Next, the data was analyzed using qualitative methods to produce general conclusions through deductive methods, which were appropriate to the problem and research objectives.[7]

# III. Implementation of legal protection for workers with a Fixed Term Employment Contract (PKWT) in Law Number 6 of 2023 and Government Regulation Number 35 of 2021

In line with the improvement of the Job Creation Law, especially regarding employment relations, in its implementation there are still

5 Jonandi Effendi and Juhnny Ibrahim, "Metode Penelitian Hukum: Normatif Dan Empiris," *Depok : Prenandamedia Goup*, 2018.

6 Nanda Dwi Rizkia and Hardi Fardiansyah, *Metode Penelitian Hukum (Normatif Dan Empiris)* (Bandung: CV. Widina Media Utama, 2023).

7 Effendi and Ibrahim, *Op.cit.*

various problems, one of which is related to employment relations. This issue regarding employment is a problem that needs attention because some fields of work do not have definite legal protection because they have never been registered with the authorized institution, namely the regional Manpower Service. Then also in its implementation there are still many areas of work that do not receive maximum supervision from the authorities. One of them is the problem experienced by workers/laborers whose employment relationship is based on a Fixed Term Employment Contract (PKWT). Regarding the implementation of supervision and imposing sanctions on companies for the implementation of PKWT based on Law Number 6 of 2023. This is needed to answer current problems regarding the implementation of supervision of PKWT.

The following is an analysis of the implementation of labor protection for Fixed Term Employment Contracts (PKWT) in Law Number 6 of 2023 and Government Regulation Number 35 of 2021:

1. **The number of companies employing PKWT that register with the City/Regency Manpower Office is not comprehensive**

   That companies that have been registered with the Manpower Service as a manifestation of the implementation of Article 14 of Government Regulation Number 35 of 2021 concerning Fixed Term Employment Contract (PKWT), Outsourcing, and Working Time, Rest Time and Termination of Employment Relations (PHK), that a maximum of 3 days of PKWT is recorded by employers at the ministry that handles government affairs in the manpower sector. This recording with the Manpower Office is expected to reduce violations committed by companies against the rights of workers/laborers. PKWT. However, in practice, not all companies that employ PKWT are registered with the Manpower Department, because it turns out that the registration is carried out independently by each company, meaning that if the company does not register independently, it means it is not registered by the Manpower Department.

   From this, it can be seen that the implementation of company registration as required in Government Regulation Number 35 of

2021 is already underway, but its implementation is not yet complete. Such conditions should also be highlighted and the role of the competent government agency in this case, namely the Manpower Service which should be able to carry out comprehensive data collection on all companies that employ PKWT without waiting for the company to register independently.

The impact that can be seen in real terms is, for example, when there is a problem with PKWT employment relations, but the company has not registered with the Manpower Department as the party that handles the employment department, it will be difficult for the Manpower Department to help resolve the problem because there are still companies that have not registered PKWT workers with the Manpower Department.

**2. The role of relevant institutions in labor protection**

The Manpower Service, which has roles and functions related to employment matters, especially in terms of worker protection, has carried out its duties, such as collecting data related to company administration and workers, formulating and implementing policies related to employment, as well as helping to mediate when industrial relations problems arise, and various other things in its role in the field of employment.

where the relevant institutions that have such authority and duties to protect workers must truly be protective from all sides. However, the implementation that occurred was that the relevant parties had actually carried out their duties, but were still not optimal or in another sense, could not be comprehensive and did not cover all aspects of worker protection as a whole.

In its implementation, the Manpower Service has made various efforts to provide protection for workers, such as conducting outreach and giving advice to companies regarding regulations in the field of employment. Apart from that, the Manpower Service also provides complaint facilities from the public, namely through Reviews, Instagram, Websites and directly too. This is a step from the relevant parties to carry out their duties to protect workers which is still being carried out in stages.

In practice, the supervision that should be under the authority of the Manpower Office is less effective, due to the fact that the obligation to register for PKWT is not carried out thoroughly by the company so that the Manpower Office cannot supervise the PKWT as a whole and the maximum time period applied by the company to PKWT workers for their work period as well as various other rights from PKWT which causes workers not to be able to get proper legal protection when employed as regulated in the regulations.

Based on this, the relevant parties have carried out their duties, but there are still holes that have not been completely closed by the government. Implementation occurs in the community, namely that the relevant parties will resolve problems after receiving complaints from the community. Such conditions mean that when people experience industrial relations problems that are not reported or do not act actively to report them and have not been registered with the labor department, the relevant department also does not take action. So, all solutions must be initiated based on reports submitted by the community first.

The Manpower Department's role is limited to coaching, or providing advice or facilitating mediation if a conflict occurs between workers and companies, not as a party that can provide real, direct action in handling problems in industrial relations disputes. Apart from that, the Manpower Service is not the party that can impose sanctions or impose penalties on companies if they do not comply with applicable regulations, namely Law Number 6 of 2023 and Government Regulation Number 35 of 2021, even though the party that directly touches employment matters is the Manpower Service.

It can be concluded that the role of government agencies related to the employment sector, namely the Manpower Department, is still not effective in its implementation, follow-up actions carried out by the Manpower Service are only based on reports or complaints from the public. This illustrates that if there is no complaint, then there will be no action by the Manpower Department. and is only tasked with providing guidance which

cannot resolve industrial relations problems directly and in real terms. Therefore, it is necessary to improve and evaluate the authority, function and performance of the relevant Manpower Department in its role of protecting workers, especially PKWT workers, both in terms of its regulations and the way it works.

3. **There are no clear and firm legal consequences for parties who violate the rules**

There are various implementations in society in the regulations contained in Law Number 6 of 2023 and Government Regulation Number 35 of 2021. Of the various articles that regulate in detail the obligations or things that should happen in society, there will certainly still be various things that are not in accordance with the regulations or if violations occur. Therefore, sanctions or legal consequences are also needed if these regulations are violated, while what happens in the regulations, both in Law Number 6 of 2023 and Government Regulation Number 35 of 2021, is that there are no regulatory sanctions or legal consequences if each point of the article is violated or not implemented, the regulations at the level of Laws and Government Regulations are limited to only requiring the parties to implement these provisions without accompanying sanctions for the party who commits the violation.[8]

Of all the things regulated in these two types of legal instruments, for example the obligation to register companies employing PKWT with the Manpower Service. If this is not done, the regulations do not regulate the consequences or sanctions that the company must accept. Then there is no probation period for the PKWT, if the company violates this, then there are no consequences or sanctions that will occur to the company.

Things that need to be given attention or need to be observed are the role of regulations that are less effective in their implementation. This can be seen if there are already regulations

8 Nurul Listiyani, Rakhmat Nopliardy, and Ibelashri Justiceka, "Kajian Terhadap Perlindungan Hukum Bagi Pekerja Kontrak Waktu Tertentu (PKWT) Dalam Undang-Undang Cipta Kerja," *Jurnal Terapung : Ilmu - Ilmu Sosial* 4, no. 2 (2022), https://doi.org/10.31602/jt.v4i2.8230.

regarding the types and details as well as existing obligations, but do not include consequences or sanctions for violations that occur. This can be interpreted as limited to written regulations which in practice will create various big holes for parties to take advantage of in taking advantage for personal interests from the shortcomings of existing regulations. The final output is that various things that should have been regulated in detail cannot be protected completely and completely to protect society as the purpose of creating regulations is for balance and justice in society. So, the role of regulations is very fundamental because they are the main shield or reference in administering the state in the midst of society, so improvements are needed so that community protection can be carried out ideally. Legal consequences or sanctions for violations of the protection of PKWT workers' rights need to be written down firmly and clearly and then implemented concretely in the hope that the rights of the community can be fully protected by the state.[9]

The various things above are an analysis related to the implementation of PKWT protection in society. In its implementation, there are still many policies related to PKWT that have not been fully implemented properly by companies, where companies in employing PKWT workers/laborers do not comply with the current regulations in force. In practice, the supervision that should be under the authority of the Manpower Department is not effective. Based on the facts that occurred, the obligation to register PKWT was not registered by the company, so the Manpower Department could not carry out supervision regarding the maximum period applied by the company to its PKWT workers/laborers. This then causes workers not to be able to get proper legal protection when employed beyond the maximum period. Apart from that, until now there have been no legal sanctions for companies that have employed PKWT workers/laborers beyond the maximum period. This research aims to examine the implementation of supervision by

9 Tri Sulistiyono et al., "Pola Penyelesaian Perselisihan Bagi Pekerja Terdampak Pemutusan Hubungan Kerja Berlandaskan Hubungan Industrial Pancasila," *Hukum Dan Politik Dalam Berbagai Perspektif*, no. 2 (2023): 67–89.

the authorities which is still not optimal from the Manpower Service in areas of work that have minimal legal protection.[10]

The problem approach used in this research is the statutory approach and the case approach. The statutory approach is an approach that is based and refers to the law.[11] Meanwhile, the case approach is an approach based on the perspective of cases that occur in the field. The legislative approach in this research uses Law Number 6 of 2023 concerning the Stipulation of Government Regulations in Lieu of Law Number 2 of 2022 concerning Job Creation into Law and Government Regulation Number 35 of 2021 concerning Fixed Term Employment Contract, Outsourcing, Working Time and Rest Time, and Termination of Employment Relations, legal protection or juridical review of Fixed Term Employment Contract (PKWT) as the approach taken.[12]

The existence of a binding agreement or contract between the relevant parties, namely employers and workers, requires a supervisory role to be able to monitor whether the company or PKWT workers/laborers have carried out all procedures from the beginning to the end of the contract in accordance with the provisions stated in the regulations. It is hoped that this registration with the Manpower Service can reduce violations committed by companies against PKWT workers/laborers.[13] However, based on what is happening in society, there are many cases of unilateral termination of PKWT employment and various problems in industrial relations disputes regarding PKWT. As cases of industrial

10 Ratih Damayanti, "Program Kemitraan Masyarakat Asosiasi Pengusaha Jasa Dekorasi Di Kota Semarang Tentang Perlindungan Hukum Bagi Pekerja Harian Lepas," *Journal Pengabdian Hukum Indonesia* 2, no. 1 (2019).

11 Duwi Aprianti, "Perlindungan Hukum Terhadap Pekerja Dalam Perjanjian Kerja Waktu Tertentu (PKWT)," *Jurnal Hukum Saraswati (JHS)* 3, no. 1 (2021), https://doi.org/10.36733/jhshs.v3i1.1853.

12 Fithriatus Shalihah, "Implementasi Perjanjian Kerja Waktu Tertentu (PKWT) Dalam Hubungan Kerja Di Indonesia," *Jurnal Selat* 4, no. 1 (2016).

13 Martha Yosephine Purba, Ani Wijayati, and Binoto Nadapdap, "Perlindungan Hukum Terhadap Pekerja Dalam Perjanjian Kerja Waktu Tertentu (PKWT) Ditinjau Dari Undang-Undang No. 6 Tahun 2023," *Jurnal Kolaboratif Sains* 7, no. 4 (2024): 1513–20.

relations disputes increase, a supervisory role is needed, which ideally is mandated by law to the labor department.

It is necessary to evaluate supervision carried out by the Manpower Office regarding supervision standards for companies so that it can reduce the increasingly high number of violations by companies that employ PKWT workers/laborers. Until now, Law Number 6 of 2023 and Government Regulation Number 35 of 2021 have not clearly stated the legal consequences, legal consequences and sanctions for companies that employ PKWT workers/laborers who do not comply with regulations. Reflecting on what is happening in society, strict legal consequences are needed for companies. From this data it is known that to date there have been no legal consequences that could have a deterrent effect that would directly affect the company. The cycle that has occurred up to now is such as PKWT workers/laborers being employed beyond the term, PKWT workers/laborers filing a lawsuit, the judge deciding that the worker/laborer is a PKWTT worker and the company re-recruiting other PKWT workers/laborers.[14]

It is necessary to evaluate the provisions in the Job Creation Law so that sanctions regulations can be included to provide a deterrent effect to companies that employ PKWT workers/laborers beyond the maximum term provisions and other violations that are not in accordance with the regulations contained in the Job Creation Law.[15] The weak legal protection for PKWT workers/laborers provides an opportunity for companies to recruit more PKWT workers/laborers with low wages. This has resulted in increasing cases of violations against PKWT workers/laborers in Indonesia. In this case, according to the normative provisions, the role of the Manpower Office is also needed in minimizing this. However, in

14 Ni Putu Nita Erlina Sari, I Nyoman Putu Budiartha, and Desak Gde Dwi Arini, "Perlindungan Hukum Terhadap Pekerja Dalam Perjanjian Kerja Waktu Tertentu Menurut Undang-Undang No 13 Tahun 2003," *Jurnal Analogi Hukum* 2, no. 1 (2020), https://doi.org/10.22225/ah.2.1.1613.124-128.

15 Rindia Fanny Kusumaningtyas et al., "Perlindungan Hukum Perburuhan ( Strategi Dan Tips Jitu Memahami Perjanjian Kerja Terkait Permasalahan PHK )," *Jurnal Pengabdian Hukum Indonesia* 2, no. 1 (2019).

reality, regional Manpower Offices have not carried out optimal supervision, so there are still many cases of companies violating labor regulations. Therefore, implementing regulations for the Job Creation Law are also needed which regulate in detail the rights and obligations of regional Manpower Offices in order to minimize employment cases in Indonesia.[16]

Until now, this regulation does not contain any articles or provisions that regulate or explain more specifically the rights and obligations of labor inspectors in Indonesia, especially towards PKWT workers/laborers. Until now, there are no detailed provisions governing the obligations of the regional Manpower Department towards companies and their workers. The Job Creation Law also does not regulate in detail regarding legal sanctions against companies that employ PKWT workers/laborers beyond the maximum period. The absence of regulatory legal sanctions means that there is no sense of deterrent effect for companies that violate the provisions of the Job Creation Law. There is a need to improve the Job Creation Law, especially regarding specific provisions regarding the obligations of the labor inspection service, legal protection for workers/laborers who are employed beyond the maximum period and legal sanctions for companies that do not comply with the provisions of the Job Creation Law. It is hoped that the improvements to the Job Creation Law will provide protection and a balanced legal umbrella, especially for PKWT workers/laborers in accordance with the applicable provisions of the Job Creation Law and workers/laborers can get the rights and obligations they should get.

16 Indra Agus Priyanto, "Implementasi Terhadap Pemberian Uang Kompensasi Bagi Karyawan PKWT," *Journal Iuris Scientia* 1, no. 1 (2023), https://doi.org/10.62263/jis.v1i1.1.

# IV. Case Analysis of Court Decision Number 1/Pdt.Sus-PHI/2024/PN Palu

This case involves a labor dispute between an employee named Nizar (the Plaintiff) and the company where he worked, PT Karya Bisnis Bersama (the Defendant). The Plaintiff and Defendant were bound by a fixed-term employment agreement (Perjanjian Kerja Waktu Tertentu/PKWT) under Contract Number 008/PT.KBB-PALU/SDM/V/2023, which stipulated a one-year term from May 1, 2023, to April 30, 2024. However, after working for approximately one month, on June 4, 2023, the Plaintiff was verbally informed by a company representative that his employment was being terminated due to workforce efficiency. On June 7, 2023, the Plaintiff received a formal termination letter dated June 5, 2023 (No. 011/PT.KBB-PALU/SDM-KET/VI/2023), from the Defendant.

The Plaintiff felt aggrieved by the termination, as it was conducted unilaterally and without valid legal grounds. He had only received wages for one month, despite having a valid one-year contract. The Plaintiff argued that the termination violated the applicable labor laws because it was not preceded by written notice, a fair warning, or any proper dispute resolution procedure. Attempting to protect his rights, the Plaintiff initiated bipartite negotiations with the company in accordance with industrial dispute resolution mechanisms. However, the negotiation ended without a mutual agreement, prompting the Plaintiff to bring the case before the Industrial Relations Court (PHI).

Legally, this case raises critical concerns about the premature termination of a fixed-term employment contract. According to Indonesian labor law (Law No. 13 of 2003, as amended by the Job Creation Law), early termination of a PKWT can only occur by mutual agreement or due to serious misconduct. Unilateral termination on the basis of "efficiency" is not sufficient unless supported by evidence of structural or financial restructuring. Furthermore, employers are required to compensate workers for early termination, reflecting the binding nature of fixed-term agreements. In this case, the Defendant failed to fulfill both procedural and substantive legal obligations.

From the perspective of Pancasila-based industrial relations, the company's actions contradict key principles of Indonesia's national ideology. The second principle, "Just and Civilized Humanity," demands that all parties be treated with dignity and fairness, especially in matters affecting livelihood and job security. Meanwhile, the fifth principle, "Social Justice for All Indonesians," underscores the state's duty to ensure that no party is exploited or unfairly treated in the workplace. By unilaterally terminating the employment contract without dialogue or due process, the Defendant undermined the values of justice, equality, and mutual respect that Pancasila seeks to uphold in industrial relations.

The court's decision in this case is significant not only for correcting the employer's unlawful actions but also for reinforcing legal certainty and the protection of workers' rights. It serves as a legal precedent to remind employers that fixed-term contracts carry legal consequences and must be honored in good faith. Additionally, the ruling affirms the role of the state in upholding industrial justice and ensuring that labor relations are governed not only by statutory laws but also by the ethical principles embedded in Pancasila.

The judge decided 5 things, namely:

1. Grant the Plaintiff's lawsuit in part.
2. Declare that the employment relationship between the Plaintiff and the Defendant is terminated as of the date this decision is read.
3. Order the Defendant to pay Severance Pay, Compensation Rights, and processing fees amounting to Rp 16,884,972 (sixteen million eight hundred eighty-four thousand nine hundred seventy-two rupiah).
4. Reject the Plaintiff's claims beyond what has been granted.
5. Charge the court fees amounting to Rp 190,000 (one hundred ninety thousand rupiah) to the State.

# V. Conclusion

Implementation of legal protection for workers with Fixed Term Employment Contracts (PKWT) in Law Number 6 of 2023 concerning Stipulation of Government Regulations in Lieu of Law Number 2 of 2022 concerning Job Creation into Law and Law Number 35 of 2021 concerning Certain Time Work Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment Relations has been implemented in society, according to what is stated in each written article. However, there are things that in implementation cannot work effectively for the protection of PKWT workers in society, such as the absence of clear legal consequences/sanctions for violations that occur in society even though everything has been regulated in detail regarding mechanisms and all matters of protection for PKWT so that these regulations are only like a kind of written rule which when violated there are no clear sanctions and things that are not in accordance with these regulations are like normal things and can be corrected and repeated. complaints from the public regarding every matter regarding employment, including the obligations that companies must carry out in accordance with applicable regulations, so that the government's role in protecting PKWT cannot protect the community as a whole.

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