Vol. 7, No. 1, 2026, pp. 2254-2261
DOI: https://doi.org/10.29210/994460

Contents lists available at Elora Center

Lentera Negeri

Journal homepage: https://lentera.eloracenter.org/lentera



Implementation of employment contracts in business law practice: a doctrinal analysis after constitutional court decision no. 168/PUU-XXI/2023

Kavita Nur Saidah*)[1], Zaenal Arifin[2]
Master of Laws, University of Semarang, Indonesia

Article Info

Article history:
Received Jun 08th, 2026
Revised Aug 06th, 2026
Accepted Aug 04th, 2026

Keyword:
Employment contract,
Business law,
Legal certainty

ABSTRACT

This study analyzes how employment contracts should be formed, performed, and adapted in Indonesian business law practice after Constitutional Court Decision No. 168/PUU-XXI/2023. It uses doctrinal (normative juridical) legal research with statute, case, and conceptual approaches. The primary legal materials are the Civil Code, Law No. 13 of 2003 on Manpower, Law No. 6 of 2023, Government Regulation No. 35 of 2021, and the Court decision. The secondary materials are 35 journal articles published in 2021–2025. The materials were analyzed through systematic interpretation, a before-and-after comparison of the norms changed by the decision, and a thematic synthesis of the literature under three categories: validity, performance, and legal certainty. The analysis yields three findings. First, contract validity operates on two layers, because Article 1320 of the Civil Code must be read together with mandatory labor norms. Second, the decision changes five clause-level checkpoints: fixed-term duration, written Indonesian form, outsourcing scope, weekly rest, and wages and termination. Third, the literature explains the gap between contract text and practice through flexible rules, unclear worker status, limited worker understanding, and slow enforcement. The study proposes a contract-lifecycle compliance framework covering formation, performance, adaptation, and dispute, and notes that field validation through interviews remains a task for further research.

© 2026 The Authors.
This is an open access article under the CC BY-NC-SA license
(https://creativecommons.org/licenses/by-nc-sa/4.0)

Corresponding Author:
Kavita Nur Saidah,
University of Semarang
kavitapita11@gmail.com

Introduction

Employment relationships connect the operational needs of companies with workers' need for job certainty, wages, and protected rights (Hidayah et al., 2021; Sinaga & Zaluchu, 2023). Because the relationship arises from an agreement, the employment contract becomes the legal instrument that fixes the work to be done, the wage, and the obligations of each party (Kunarti et al., 2024; Rifai et al., 2025). A contract therefore works not only as an administrative document but also as a basis for legal certainty in business activities (Noviana et al., 2022; Siahaan et al., 2024).

Employment contracts in Indonesia are governed by Law No. 13 of 2003 on Manpower, as amended through the Job Creation regime and finally by Law No. 6 of 2023, together with Government Regulation No. 35 of 2021 (Kunarti et al., 2024; Nugroho et al., 2024). The reform was designed to improve the investment climate and make the labor market more flexible (Hadi et al., 2023; Iqbal et al., 2022). Comparisons between the old Manpower Law and the Job Creation Law, which began before the reform

was enacted, already pointed to changes in worker welfare (Perdana, 2021). Later studies show that the reform reduced several protections that the Manpower Law had guaranteed, especially for fixed-term and outsourced workers (Izzati, 2022; Sarjana et al., 2023). The omnibus method itself also raised questions about legal hierarchy and legal certainty (Laksana & Fareha, 2025; Mahy, 2022).

On 31 October 2024, the Constitutional Court issued Decision No. 168/PUU-XXI/2023, which partly granted the judicial review of Law No. 6 of 2023 and gave a new interpretation to a series of labor provisions (Estiwardani, 2025; Wenang et al., 2025). For fixed-term contracts, the Court set a maximum of five years including extensions and required that the contract be written in Indonesian and Latin letters (Fauzi, 2025; Sumertajaya et al., 2024). Hasanah and Sulistina (2025) read the decision as a response to the legal uncertainty that the Job Creation regime created for workers' welfare. Suryana (2025) adds that the decision also bears on the priority given to Indonesian workers in employment policy.

The problem is that a stronger legal text does not automatically produce compliant contracts (Permana, 2022). Practice still shows a mismatch between contract type and job characteristics, unclear clauses, and unfulfilled rights (Hidayati et al., 2025; Rifai et al., 2025). Workers on fixed-term contracts often lack a clear understanding of their status and of the communication with their employer (Gunadi et al., 2022). Outsourced workers face similar uncertainty because their protection depends on what the written agreement provides (Kesuma & Uwiyono, 2022; Wardah, 2024). Enforcement adds a further problem, since orders against employers who do not pay severance are hard to execute (Mashari & Suroto, 2022; Padilah et al., 2024).

Previous studies examine protection under fixed-term and permanent contracts (Permana, 2022; Purba et al., 2024), the effect of the Job Creation Law on workers (Nugroho et al., 2024; Tobing et al., 2023), and the implications of the Court decision for fixed-term contracts (Sumertajaya et al., 2024; Wenang et al., 2025). These studies treat the contract mainly as an object of worker protection and usually examine one issue at a time, such as duration, outsourcing, or termination (Fauzi, 2025; Kunarti et al., 2024). The reviewed literature does not yet translate the changes made by Decision No. 168/PUU-XXI/2023 into contract-level checks that cover formation, performance, and dispute. This gap matters because the decision changes what a compliant clause looks like, while frameworks that focus on formal validity cannot explain why non-compliance persists (Gunadi et al., 2022; Mashari & Suroto, 2022).

The novelty of this study is a contract-lifecycle compliance framework that links Article 1320 validity, the mandatory labor norms, and the five points reinterpreted by the Court, and that explains through a thematic synthesis why contract text and practice diverge. The study uses doctrinal (normative juridical) legal research with statute, case, and conceptual approaches (Kunarti et al., 2024; Negara, 2023). It pursues three objectives: to identify the layers of validity that apply to an employment contract; to compare the norms on fixed-term duration, form, outsourcing, weekly rest, and wages and termination before and after the decision; and to synthesize the literature in order to derive a compliance framework for business law practice.

Freedom of Contract and Its Limits

Freedom of contract allows the parties to determine the content of the agreement, but the Civil Code conditions that freedom on the validity requirements in Article 1320 (Noviana et al., 2022; Siahaan et al., 2024). In employment, the parties do not bargain from equal positions, so the balance principle is used to prevent the stronger party from imposing terms that disadvantage the worker (Noviana et al., 2022). Mandatory labor norms therefore limit what the contract may say, whatever the parties have signed (Rifai et al., 2025; Sinaga & Zaluchu, 2023). This explains why consent alone cannot validate a clause that falls below statutory protection (Hidayah et al., 2021).

Legal Certainty and Worker Protection

Legal certainty in an employment relationship means that the worker's status, the duration of the contract, and the worker's rights are clear to both parties (Fauzi, 2025; Gunadi et al., 2022). The protection of workers is tied to constitutional and human rights guarantees, including the right to decent work and livelihood (Sinaga & Zaluchu, 2023; Tobing et al., 2023). Where regulations are flexible but unclear, certainty depends on how well the contract and its explanation fill the gap (Gunadi et al., 2022; Hasanah & Sulistina, 2025). Wage policy is part of this protection because wages are a central welfare instrument (Aprilia & Wibawa, 2021; Hidayah et al., 2021).

Contract Performance and Compliance in Business Law Practice

Performance covers wage payment, working time, social security, and the duties of the worker as agreed (Nugroho et al., 2024; Sarjana et al., 2023). Problems arise when contract terms conflict with regulation, when the status of the relationship does not match the nature of the work, or when a party's rights go

unfulfilled (Hidayati et al., 2025; Samadi, 2025). Compliance therefore needs both clear drafting and supervision of how the contract is run (Permana, 2022; Purba et al., 2024). A framework limited to formation misses this second half, which is why this study treats formation, performance, and dispute as one lifecycle (Mashari & Suroto, 2022; Widyorini & Tyaswati, 2022).

Method

Research Design

This study uses doctrinal legal research because its object is the content, hierarchy, and interpretation of legal norms on employment contracts (Kunarti et al., 2024; Negara, 2023). Three approaches are combined. The statute approach examines the Civil Code, Law No. 13 of 2003 on Manpower, Law No. 6 of 2023, and Government Regulation No. 35 of 2021. The case approach examines Constitutional Court Decision No. 168/PUU-XXI/2023 and the reasoning on which it rests. The conceptual approach uses the concepts of validity, balance, and legal certainty to organize the analysis (Fauzi, 2025; Noviana et al., 2022). The study does not collect interview data, so practice is assessed through what the reviewed literature reports and not through original field measurement.

Legal Materials and Selection of Sources

The primary legal materials are the four statutes and the Court decision named above, read from their official texts and the Court's published summary. The secondary materials are 35 journal articles published between 2021 and 2025. The articles were identified through searches on journal portals and the Garuda repository using the keywords employment contract, fixed-term contract (PKWT), Job Creation Law, Constitutional Court Decision 168/PUU-XXI/2023, outsourcing, and legal certainty. An article was included if it was published in 2021–2025, appeared in a journal indexed in SINTA or Scopus, had a full text accessible through a DOI or journal link, and addressed employment contracts, worker protection, or the Job Creation reforms. Books, theses, book chapters, news items, and publications outside the period were excluded.

Analysis Technique and Data Validity

The analysis followed three steps. First, the relevant norms were inventoried and interpreted grammatically and systematically, so that Article 1320 of the Civil Code and the labor provisions were read together. Second, the provisions reinterpreted by the Court were compared with their prior position, which produced Table 1. Third, the secondary sources were coded by main theme (validity, performance, or certainty), and the claims in each theme were compared across sources, which produced Table 2. When a secondary source and a primary legal text disagreed, the primary text was given priority. Credibility was supported by triangulating the statutes, the Court decision and its summary, and the secondary literature. The coding frame has only three categories and each source was assigned by its main theme, so no inter-coder reliability statistic is reported; this is acknowledged as a limitation.

Results and Discussions

Two Layers of Validity in Employment Contracts

The first result is that the validity of an employment contract operates on two layers. Layer one is the Civil Code test: Article 1320 requires consent, legal capacity, a specific subject matter, and a lawful cause (Noviana et al., 2022; Siahaan et al., 2024). Layer two is the labor-law test: each clause must also meet the mandatory norms on form, duration, wages, working time, and termination found in Law No. 13 of 2003, Law No. 6 of 2023, and Government Regulation No. 35 of 2021 (Kunarti et al., 2024; Rifai et al., 2025). A contract can pass layer one and still contain clauses that cannot bind because they fall below layer two (Hidayah et al., 2021; Noviana et al., 2022). For example, a wage or working-time clause stays subject to the statutory standard even when both parties signed it (Sarjana et al., 2023; Sinaga & Zaluchu, 2023). Permana (2022) shows that regulations alone do not secure protection for fixed-term and permanent workers unless employer compliance is supervised. Purba et al. (2024) make a related point, that the protection of fixed-term workers under Law No. 6 of 2023 should be judged by how far the legal norms actually protect workers. For practice, the two-layer reading means that a signed contract is evidence of consent but not proof of compliance (Noviana et al., 2022).

Norms Reinterpreted by Decision No. 168/PUU-XXI/2023

The second result is that Decision No. 168/PUU-XXI/2023 changes five clause-level checkpoints for contract drafting (Table 1). The decision partly granted the review and covers foreign workers, fixed-term

contracts, outsourcing, rest and leave, wages, termination, and severance (Estiwardani, 2025; Wenang et al., 2025). Table 1 isolates the five points that directly shape the content of an employment contract.

Table 1. Norms reinterpreted by Decision No. 168/PUU-XXI/2023 and the resulting contract checkpoints

Contract element	Prior position	Position after the decision	Contract checkpoint	Sources
Duration of fixed-term work (Art. 56(3))	Duration set by agreement; the five-year ceiling came from Gov. Reg. No. 35/2021	Duration set by agreement, but at most five years including extensions	Test the term and every extension against the five-year total; record each extension in writing	Fauzi (2025); Sumertajaya et al. (2024); Wenang et al. (2025)
Form and language (Art. 57(1))	Written form in Indonesian and Latin letters, with ambiguous wording	Fixed-term contracts must be written in Indonesian and Latin letters	Keep a signed Indonesian-language text for every fixed-term contract	Fauzi (2025); Sumertajaya et al. (2024)
Outsourcing scope (Art. 64(2))	No statutory limit on the types of outsourced work	The Minister sets the types and fields of work; the worker performs only work named in the written outsourcing agreement	Match the worker's job description to the outsourcing agreement; include the transfer-of-protection clause for fixed-term outsourced workers	Kunarti et al. (2024); Kesuma & Uwiyono (2022); Wenang et al. (2025)
Weekly rest (Art. 79(2)(b))	One day of rest for six working days	One day for six working days, or two days for five working days	State the work-week pattern and the matching rest period	Hasanah & Sulistina (2025); Sarjana et al. (2023)
Wages and termination	Wage floors and termination steps left largely to implementing rules	Governors must set sectoral minimum wages; a termination the worker does not accept requires a legally binding industrial relations decision	Check wage clauses against legal floors; do not treat a unilateral-termination clause as self-executing	Padilah et al. (2024); Wibowo & Herawati (2021); Adhawiyah & Santoso (2022)

Note. Decision content is taken from the Court's published decision and summary and from the sources listed in the last column.

On duration, the five-year ceiling counts extensions, so a chain of contracts that was lawful one at a time can breach the cap in total (Fauzi, 2025; Wenang et al., 2025). The Court's requirement of written form in Indonesian and Latin letters removes the room for oral or foreign-language-only fixed-term contracts (Fauzi, 2025; Sumertajaya et al., 2024). Sumertajaya et al. (2024) add that changes in constitutional interpretation must be translated into drafting practice before they produce legal certainty. On outsourcing, the Job Creation reforms had removed the limit on the types of outsourced work, which left protection largely dependent on the written agreement (Kesuma & Uwiyono, 2022; Kunarti et al., 2024). The decision responds by requiring the Minister to set which types and fields of work may be outsourced and by tying the outsourced worker to the work stated in the written outsourcing agreement (Wardah, 2024; Wenang et al., 2025). On weekly rest, the two-day option for five-day work weeks means that the contract should name the work-week pattern and the matching rest (Hasanah & Sulistina, 2025). On wages and termination, a clause that lets the employer end the relationship unilaterally cannot be treated as self-executing, because unilateral termination remains a recurring source of disputes (Padilah et al., 2024; Wibowo & Herawati, 2021).

Why Contract Text and Practice Diverge: A Thematic Synthesis

The third result comes from the thematic synthesis of the sources (Table 2). Four themes recur, and each explains part of the gap between what a contract says and what happens in practice.

Table 2. Thematic synthesis of the reviewed literature

Theme	Sources	What the literature reports	Implication for contracts
Flexibility versus protection	Izzati (2022); Mahy (2022); Nugroho et al. (2024); Sarjana et al. (2023); Tobing et al. (2023)	The reform deregulated labor rules and increased flexibility; some workers still lack access to health insurance, pensions, and work-	Drafting room widened, so clause-by-clause checks are needed

Theme	Sources	What the literature reports	Implication for contracts
		accident insurance; legal hierarchy was questioned after judicial review	
Certainty of status	Fauzi (2025); Gunadi et al. (2022); Hasanah & Sulistina (2025); Sumertajaya et al. (2024); Wenang et al. (2025)	Fixed-term workers face unclear status and limited understanding of the contract; the decision clarifies duration and form	State status, term, and extensions explicitly
Outsourcing	Kesuma & Uwiyono (2022); Kunarti et al. (2024); Wardah (2024); Widyorini & Tyaswati (2022)	Protection depends on written agreements; limits on outsourced work were removed; fixed-term outsourced workers need a transfer-of-protection clause	Align the worker contract with the outsourcing agreement
Enforcement and disputes	Adhawiyah & Santoso (2022); Mashari & Suroto (2022); Padilah et al. (2024); Wibowo & Herawati (2021)	Dismissed workers struggle to realize their rights; severance orders are hard to execute; unilateral termination recurs	Keep documentation and handle disputes early

Read together, the four themes suggest a causal chain. Flexible rules widen drafting discretion (Izzati, 2022; Sarjana et al., 2023). Where drafting exceeds what the law allows, the status of the worker becomes unclear (Gunadi et al., 2022; Rifai et al., 2025). Limited worker understanding and weak supervision then keep the problem from being corrected early (Gunadi et al., 2022; Permana, 2022). Slow enforcement finally turns the ambiguity into a dispute (Mashari & Suroto, 2022; Padilah et al., 2024). This chain is an analytical inference from the literature and not an empirically measured effect, and testing it is a task for field research.

Legal Certainty and the Constitutional Limits of Contractual Freedom

The decision shows that freedom of contract has constitutional limits (Hasanah & Sulistina, 2025; Suryana, 2025). Agreements between workers and employers must still follow the provisions that protect workers' rights, so the consent of the parties cannot be the only basis for assessing a clause (Noviana et al., 2022; Tobing et al., 2023). Legal certainty, however, is not achieved by the ruling alone, because it requires correct understanding and application by those who draft and run the contract (Sumertajaya et al., 2024). The five-year ceiling also remains debated as a level of protection, which shows that the decision sets a floor and not a complete answer to precarious work (Gunadi et al., 2022; Wenang et al., 2025).

A Contract-Lifecycle Compliance Framework for Business Law Practice

The fourth result is the compliance framework in Table 3, which links the earlier findings into one lifecycle. In business law practice, employment contracts relate to corporate compliance, workforce management, and the control of dispute risk (Rifai et al., 2025; Siahaan et al., 2024). Clear drafting helps a company define job responsibilities and gives workers certainty about their rights (Noviana et al., 2022; Sinaga & Zaluchu, 2023). Conversely, gaps between the contract and its implementation increase dispute risk and the cost of resolution (Adhawiyah & Santoso, 2022; Mashari & Suroto, 2022). Transparency and accountability give the framework its working principles: transparency means telling workers their status, wage, and working time before they sign (Gunadi et al., 2022), and accountability means keeping verifiable records of wage payment and performance (Rifai et al., 2025; Samadi, 2025). These principles must stay guided by statutes and not by internal company policy alone (Hidayah et al., 2021; Hidayati et al., 2025).

Table 3. Contract-lifecycle compliance framework

Stage	Legal check	Evidence to keep	Sources
1. Formation	Two-layer validity test; fixed-term cap and written Indonesian form; match between job and contract type	Signed Indonesian-language contract; job description	Noviana et al. (2022); Fauzi (2025)
2. Performance	Wages at or above legal floors; working time and rest; social security coverage	Payroll records; attendance records; proof of social security enrollment	Nugroho et al. (2024); Sarjana et al. (2023)
3. Adaptation	Re-audit running contracts against the reinterpreted norms on duration, outsourcing scope, and rest	Contract register with extension history; outsourcing agreement	Sumertajaya et al. (2024); Wenang et al. (2025)
4. Dispute and termination	Early bipartite settlement; contested termination treated as requiring a legally binding decision	Written notices; negotiation records	Adhawiyah & Santoso (2022); Padilah et al. (2024)

The framework answers the research gap because it turns the decision's five checkpoints into actions that a company can audit, and it ties each action to the evidence that would show compliance in a dispute (Gunadi et al., 2022; Rifai et al., 2025).

Conclusions

This study asked how employment contracts should be formed, performed, and adapted after Decision No. 168/PUU-XXI/2023. The analysis of the legal materials and 35 sources gives three answers. First, validity has two layers, so a contract that meets Article 1320 of the Civil Code can still contain clauses that cannot bind. Second, the decision changes five clause-level checkpoints: fixed-term duration, written Indonesian form, outsourcing scope, weekly rest, and wages and termination. Third, the literature explains the gap between contract text and practice through flexible rules, unclear status, limited worker understanding, and slow enforcement. From these findings, the study proposes a contract-lifecycle compliance framework covering formation, performance, adaptation, and dispute. For employers, the findings imply auditing running contracts against the five checkpoints and keeping verifiable records. For workers, they imply asking for a written Indonesian-language contract that states status, term, and rest. For government, they imply stronger supervision and faster enforcement, because the literature links weak enforcement to disputes. The study is doctrinal and does not report interview data, so the proposed causal chain and framework should be tested through field research, for example interviews with human resource managers, labor lawyers, and workers, or analysis of industrial relations court decisions.

References

Adhawiyah, N. F., & Santoso, I. B. (2022). Penyelesaian perselisihan hubungan industrial dalam pemenuhan hak pekerja yang diputus hubungan kerja. *The Juris*, *6*(2), 502–510. https://doi.org/10.56301/juris.v6i2.623

Aprilia, N. P., & Wibawa, K. C. S. (2021). Prospectus of salary/wage subsidy policy for worker welfare improvement during Covid-19 pandemic. *Jurnal IUS Kajian Hukum dan Keadilan*, *9*(3). https://doi.org/10.29303/ius.v9i3.899

Estiwardani, F. (2025). The impact of Constitutional Court Decision No. 168/PUU-XXI/2023 on the employment cluster in the Job Creation Law: Implications for the use of foreign workers in national strategic projects. *Jurnal Daulat Hukum*, *8*(2), 239–250. https://doi.org/10.30659/jdh.v8i2.44863

Fauzi, A. (2025). Kepastian hukum bagi pekerja dalam perjanjian kerja waktu tertentu pasca Putusan Mahkamah Konstitusi Nomor 168/PUU-XXI/2023. *SAINMIKUM*, *2*(1), 1–9. https://doi.org/10.60126/sainmikum.v2i1.786

Gunadi, A., Johan, S., & Sudiro, A. (2022). Between the Job Creation Act and Labor Act: What's specific time employee agreement (PKWT)? *Nagari Law Review*, *5*(2), 160–170. https://nalrev.fhuk.unand.ac.id/index.php/nalrev/article/view/297

Hadi, S. P., Hamdani, R. S., & Roziqin, A. (2023). A sustainability review on the Indonesian job creation law. *Heliyon*, *9*(2), e13431. https://doi.org/10.1016/j.heliyon.2023.e13431

Hasanah, S. S., & Sulistina, S. (2025). Perlindungan hukum terhadap kesejahteraan pekerja pasca Putusan Mahkamah Konstitusi Nomor 168/PUU-XXI/2023. *AHKAM*, *4*(4), 1252–1263. https://doi.org/10.58578/ahkam.v4i4.7628

Hidayah, N. P., Cloet, Q. R., & Pradhan, D. (2021). The implementation of labor development principles according to Job Creation Law as a reason to protect wages rights. *Bestuur*, *9*(1), 68–76. https://doi.org/10.20961/bestuur.v9i1.49252

Hidayati, L. N., Dewi, A. L., Oktaviana, M. M., Sari, L., Salsabila, S. R., & Hadji, K. (2025). Perlindungan hukum pekerja kontrak dalam perspektif Undang-Undang Nomor 13 Tahun 2003 dan Undang-Undang Omnibus Law. *Al-Zayn: Jurnal Ilmu Sosial & Hukum*, *3*(3), 1934–1945. https://doi.org/10.61104/alz.v3i3.1484

Iqbal, M., Mujib, M. M., & Lestari, Y. (2022). Does omnibus law affect the Indonesian investment regulations towards Chinese investors? *Volksgeist: Jurnal Ilmu Hukum dan Konstitusi*, *5*(2), 179–197. https://doi.org/10.24090/volksgeist.v5i2.6838

Izzati, N. R. (2022). Deregulation in Job Creation Law: The future of Indonesian labor law. *Padjadjaran Jurnal Ilmu Hukum*, *9*(2), 191–209. https://doi.org/10.22304/pjih.v9n2.a3

Kesuma, I., & Uwiyono, A. (2022). Outsourcing workers legal protection under the post validation of Job Creation Law. *Unram Law Review*, *6*(1). https://doi.org/10.29303/ulrev.v6i1.220

Kunarti, S., Hidayah, N. P., Hariyanto, H., & Ulum, M. B. (2024). The legal politics of outsourcing and its implication for the protection of workers in Indonesia. *Sriwijaya Law Review*, *8*(1), 1–19. https://doi.org/10.28946/slrev.Vol8.Iss1.2750.pp1-19

Laksana, W., & Fareha, N. (2025). The challenges of using the omnibus law method in Indonesia's legal system. *Volksgeist: Jurnal Ilmu Hukum dan Konstitusi*, *8*(2), 459–477. https://doi.org/10.24090/volksgeist.v8i2.13382

Mahy, P. (2022). Indonesia's Omnibus Law on Job Creation: Legal hierarchy and responses to judicial review in the labour cluster of amendments. *Asian Journal of Comparative Law*, *17*(1), 51–75. https://doi.org/10.1017/asjcl.2022.7

Mashari, M., & Suroto, S. (2022). Efektivitas eksekusi terhadap pengusaha yang tidak membayar pesangon pekerja di perusahaan. *Jurnal Pembangunan Hukum Indonesia*, *4*(3), 459–470. https://doi.org/10.14710/jphi.v4i3.459-470

Negara, T. A. S. (2023). Normative legal research in Indonesia: Its origins and approaches. *Audito Comparative Law Journal*, *4*(1), 1–9. https://doi.org/10.22219/aclj.v4i1.24855

Noviana, E., Suriaatmadja, T. T., & Sundary, R. I. (2022). Asas keseimbangan dalam perjanjian kerja antara pekerja dan pengusaha dalam rangka mewujudkan keadilan bagi para pihak. *Jurnal Wawasan Yuridika*, *6*(1), 84–100. https://doi.org/10.25072/jwy.v6i1.533

Nugroho, A., Ronaboyd, I., Rusdiana, E., Prasetio, D. E., & Zulhuda, S. (2024). The impact of labor law reform on Indonesian workers: A comparative study after the Job Creation Law. *Lex Scientia Law Review*, *8*(1), 65–106. https://doi.org/10.15294/lslr.v8i1.14064

Padilah, M., Rahmatiar, Y., & Abas, M. (2024). Perlindungan hukum terhadap hak pekerja yang tidak dibayarkan dalam pemutusan hubungan kerja: Dalam perspektif hukum ketenagakerjaan. *HUKMY: Jurnal Hukum*, *4*(2), 734–749. https://doi.org/10.35316/hukmy.2024.v4i2.734-749

Perdana, S. (2021). Comparison of government efforts in improving the welfare of Indonesian workers based on Law Number 13 of 2003 concerning manpower and Draft Law Number 11 of 2020 concerning job creation. *International Journal Reglement & Society*, *2*(1), 35–44. https://doi.org/10.55357/ijrs.v2i1.85

Permana, D. Y. (2022). Implementasi perlindungan hukum terhadap pekerja di Indonesia dalam Perjanjian Kerja Waktu Tertentu (PKWT) dan Perjanjian Kerja Waktu Tidak Tertentu (PKWTT) menurut Undang-Undang No. 11 Tahun 2020 tentang Cipta Kerja. *Jurnal Indonesia Sosial Sains*, *3*(5), 902–915. https://doi.org/10.59141/jiss.v3i05.626

Purba, M. Y., Wijayati, A., & Nadapdap, B. (2024). Perlindungan hukum terhadap pekerja dalam Perjanjian Kerja Waktu Tertentu (PKWT) ditinjau dari Undang-Undang No. 6 Tahun 2023. *Jurnal Kolaboratif Sains*, *7*(4). https://doi.org/10.56338/jks.v7i4.4767

Rifai, M. I., Fajarini, Y. E., Silaen, R., & Fitrianto, B. (2025). Kontrak kerja: Analisis hukum dan implementasi. *Jurnal Riset Rumpun Ilmu Sosial, Politik dan Humaniora*, *4*(3), 912–919. https://doi.org/10.55606/jurrish.v4i3.6052

Samadi, J. (2025). Analisis yuridis perlindungan hukum pekerja kontrak dalam sistem ketenagakerjaan Indonesia. *Jurnal Hukum Bisnis (J-Kumbis)*, *3*(2). https://doi.org/10.37606/j-kumbis.v3i2.329

Sarjana, I. M., Sudiarawan, K. A., Medd, L. A., Raksita, I. P. B. W., & Hermanto, B. (2023). Omnibus law employment cluster: Is it a form of labor exploitation in the Indonesian context? *UUM Journal of Legal Studies*, *14*(1), 57–88. https://doi.org/10.32890/uumjls2023.14.1.3

Siahaan, Z. O. C., Tjoanda, M., & Pattipawae, D. R. (2024). Perlindungan hukum pekerja terhadap perjanjian kerja. *TATOHI: Jurnal Ilmu Hukum*, *3*(12). https://doi.org/10.47268/tatohi.v3i12.2110

Sinaga, N. A., & Zaluchu, T. (2023). Perlindungan hukum hak-hak pekerja dalam hubungan ketenagakerjaan di Indonesia. *Jurnal Teknologi Industri*, *6*. https://doi.org/10.35968/jti.v6i0.754

Sumertajaya, I. K. S. W., Dewi, K. A. P., Swetasoma, C. G., & Hutama, I. D. M. A. (2024). Implikasi Putusan Mahkamah Konstitusi Nomor 168/PUU-XXI/2023 terhadap Perjanjian Kerja Waktu Tertentu (PKWT). *Jurnal Yustitia*, *19*(2), 30–41. https://doi.org/10.62279/yustitia.v19i2.1353

Suryana, C. (2025). Konstitusionalitas pengutamaan tenaga kerja Indonesia pasca Putusan MK No. 168/PUU-XXI/2023: Implikasi hukum dan kebijakan ketenagakerjaan. *Jurnal Litigasi*, *26*(1). https://doi.org/10.23969/litigasi.v26i1.22903

Tobing, C. N. M., Ginting, S. B., & Melayu, H. A. (2023). Analysis of labor rights after the Job Creation Law in perspective of human rights. *Jurnal Hukum dan Peradilan*, *12*(1), 97–128. https://doi.org/10.25216/jhp.12.1.2023.97-128

Wardah, S. S. W. (2024). Protection of outsourced labor in the industrial relations system: A juridical analysis of the Job Creation Law. *Jurnal Office*, *10*(2), 200–206. https://journal.unm.ac.id/index.php/jo/article/view/5316

Wenang P., A. P., Siregar, A. A. N., Galag, C. P., Grace, & Sinaga, H. (2025). Specific time work agreement (PKWT) after the Constitutional Court ruling No. 168/PUU.XXI/2023, is it still relevant? *Jurnal Indonesia Sosial Sains*, *6*(1). https://doi.org/10.59141/jiss.v6i1.1584

Wibowo, R. F., & Herawati, R. (2021). Perlindungan bagi pekerja atas tindakan pemutusan hubungan kerja (PHK) secara sepihak. *Jurnal Pembangunan Hukum Indonesia*, *3*(1), 109–120. https://doi.org/10.14710/jphi.v3i1.109-120

Widyorini, S. R., & Tyaswati W. L., A. (2022). Work agreement on outsourcing system and legal protection for workers. *International Journal of Educational Research & Social Sciences*, *3*(1), 484–499. https://doi.org/10.51601/ijersc.v3i1.300