



SIGn Jurnal Hukum

E-ISSN: 2685 – 8606 || P-ISSN: 2685 – 8614

<https://jurnal.penerbitsign.com/index.php/sjh/article/view/v6n2-5>

Vol. 6 No. 2: October 2024 - March 2025

Published Online: December 5, 2024

Article Title

Social Security and Compensation: Analyzing the Protection of Fixed-Term Employment Contract Workers under the Omnibus Law on Job Creation

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How to cite:

Deviona, A. A., Sriono, S., & Siahaan, N. (2024). Social Security and Compensation: Analyzing the Protection of Fixed-Term Employment Contract Workers under the Omnibus Law on Job Creation. *SIGn Jurnal Hukum*, 6(2), 85-96. <https://doi.org/10.37276/sjh.v6i2.369>



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ABSTRACT

This study aims to analyze the legal protection afforded to fixed-term employment contract workers under Law Number 6 of 2023, which introduces significant changes to the legal framework governing fixed-term employment in Indonesia. Focusing on working conditions and compensation, this research employs a normative legal research method with a statute approach and utilizes qualitative analysis with a content analysis approach. The findings reveal that Law Number 6 of 2023 establishes a new paradigm in protecting fixed-term employment contract workers by affirming their right to wages during probationary periods, providing flexibility in contract renewals, and regulating the provision of compensation. However, implementing this Omnibus Law also presents new dynamics and challenges, such as the potential for job insecurity due to excessive flexibility in contract extensions. A case simulation further exposes the gap between legal norms and the reality on the ground, where some companies still neglect their obligation to compensate fixed-term employment contract workers. These findings underscore the urgent need for commitment and active participation from all stakeholders, including the government, companies, and workers, in realizing harmonious, productive, and equitable industrial relations.

Keywords: Compensation; Fixed-Term Employment Contract; Omnibus Law on Job Creation; Workers.

INTRODUCTION

The rapid advancement of globalization and technological disruption, mainly through the 4.0 industrial revolution, has profoundly transformed the global economic landscape. This necessitates countries worldwide, including Indonesia, to adapt and formulate strategic responses to these shifts to preserve competitiveness and foster a conducive investment climate (Arafat et al., 2022). Within the Indonesian context, reforming labor regulations has become the government's primary focus in attracting investment, stimulating economic growth, and generating ample employment opportunities for its citizens (Jannah et al., 2022). This initiative culminated in the enactment of Omnibus Law Number 11 of 2020, subsequently repealed and superseded by Law Number 6 of 2023 on Enactment of Government Regulation In Lieu of Law Number 2 of 2022. This Omnibus Law seeks to streamline regulations by consolidating several related laws, enhancing flexibility, and facilitating business operations to promote investment, create jobs, and address the challenges of unemployment and economic disparity (Aryani et al., 2022).

A key change introduced by Law Number 6 of 2023 pertains to the provision concerning fixed-term employment contract workers. As a form of contractual employment relationship, fixed-term employment contract workers play a vital role in addressing the business sector's demand for labor, particularly for temporary positions or roles necessitating specialized skills. The availability of fixed-term employment contract workers is anticipated to afford companies greater flexibility in talent acquisition, enabling them to align their workforce with specific needs, thereby enhancing efficiency and productivity (Palguna et al., 2023). This, in turn, is projected to bolster competitiveness and improve the investment climate. Nevertheless,

implementing fixed-term employment contracts also presents potential challenges, such as the risk of overuse, inadequate protection of workers' rights, and the potential for industrial relations conflicts (Nugroho et al., 2024).

Ensuring legal protection for fixed-term employment contract workers is a paramount concern that warrants comprehensive analysis. The regulatory amendments introduced by [Law Number 6 of 2023](#) necessitate a thorough evaluation of the efficacy of existing safeguards for the rights of these workers, particularly concerning working conditions and compensation upon contract termination (Sitompul et al., 2021). Concerns have emerged regarding the potential for employers to exploit the flexibility afforded by this Omnibus Law, potentially leading to unfair labor practices. Conversely, the government and business stakeholders contend that this flexibility is crucial for increasing efficiency and competitiveness, ultimately leading to expanded employment opportunities (Temenggung et al., 2021). Consequently, a critical study is required to identify the optimal balance between business flexibility and worker protection within the framework of fixed-term employment contracts.

In light of the preceding discussion, this study endeavors to provide a comprehensive analysis of the legal protections afforded to fixed-term employment contract workers under [Law Number 6 of 2023](#), with a primary focus on working conditions and compensation. Furthermore, this study aims to identify the strengths and weaknesses of the regulatory framework governing fixed-term employment within this Omnibus Law. It will also examine potential disputes arising from ambiguities in the provisions related to fixed-term employment, particularly concerning the provision of compensation. Through this in-depth analysis, it is anticipated that robust and constructive recommendations can be formulated to enhance legal protections for fixed-term employment contract workers, thereby fostering a balance between business needs and safeguarding fundamental worker rights.

METHOD

This research employs a normative legal research method with a statute approach. This choice of method is based on the research focus, which emphasizes the study of legal norms, especially those contained in legislation (Qamar & Rezah, 2020). The statute approach is implemented through a comprehensive search and analysis of [Law Number 6 of 2023](#), which includes provisions on fixed-term employment contract workers. In addition, this research also utilizes other secondary legal materials such as legal doctrines, scholarly journals, and relevant literature gathered through library research techniques. The analysis technique used is qualitative analysis with a content analysis approach. This technique allows for processing non-numerical data, such as text and documents, to gain an in-depth understanding of the phenomenon under study. This research conducts content analysis by identifying, classifying, and

interpreting the information in the collected legal materials. This analysis is carried out systematically and comprehensively to answer the research questions and achieve the objectives (Sampara & Husen, 2016).

RESULTS AND DISCUSSION

A. Legal Protection for Fixed-Term Employment Contract Workers under Law Number 6 of 2023

Law Number 13 of 2003 governs fixed-term employment contract workers in Indonesia, providing a legal framework for temporary employment relationships. However, in response to evolving workplace dynamics and the increasing demand for flexibility, Law Number 13 of 2003 required enhancement. Law Number 6 of 2023 emerged as the government's effort to address these challenges. The fundamental changes to the provisions concerning fixed-term employment contract workers emphasize strengthening their protection and enhancing their role and well-being in supporting the investment ecosystem in Indonesia. This aligns with the objectives of Law Number 6 of 2023 to create a conducive investment climate and enhance the competitiveness of the Indonesian workforce (Simbolon, 2023).

Legal protection and social security for fixed-term employment contract workers are fundamental rights that the state must guarantee (Mulyadi et al., 2023). Law Number 6 of 2023 affirms the importance of this protection by giving special attention to aspects of working conditions and compensation. However, several weaknesses must be identified and critically analyzed alongside the advantages introduced by this Omnibus Law.

One significant change in Law Number 6 of 2023 pertains to Article 58, section (2) of Law Number 13 of 2003. The initial provision in this Article stated that an employment agreement becomes null and void if the employer imposes a probationary period on fixed-term employment contract workers. However, Article 81 point 14 of Government Regulation In Lieu of Law Number 2 of 2022 amends Article 58 section (2) of Law Number 13 of 2003 by stipulating that even though the employment agreement is considered never to have existed due to the probationary period, the worker is still entitled to wages for all work activities performed. This change offers advantages in terms of protecting workers' rights. From a human rights perspective, everyone is entitled to recognition of their inherent dignity, including the right to fair remuneration for work performed (Purnamasari et al., 2023). With this amendment, fixed-term employment contract workers subjected to a probationary period no longer lose their right to receive wages. This aligns with the principles of fairness and non-discrimination in employment relations mandated by ILO Convention Number 111 of 1958.

Nevertheless, the amendment to Article 58 section (2) of [Law Number 13 of 2003](#) also presents drawbacks. For employers, this provision can create legal uncertainty and potential financial losses. Even when an employment agreement is deemed void, the obligation to pay wages can burden employers, especially if the probationary period is relatively long. Moreover, this provision could be misused by workers acting in bad faith and intentionally failing the probationary period to receive wages. From a social security perspective, this provision also raises questions about the worker's participation status in social security programs during the probationary period, which is considered null and void ([Hamid, 2021](#)).

Another significant change in this Omnibus Law is the amendment to Article 59 section (4) of [Law Number 13 of 2003](#) concerning the limitations on extending fixed-term employment contracts. Initially, this article stipulated that extending a fixed-term employment contract was only permissible once. However, Article 81 point 15 of [Government Regulation In Lieu of Law Number 2 of 2022](#) removes this limitation and replaces it with a provision that provides greater flexibility in determining the duration and extension of fixed-term employment contracts. Further provisions on this matter are regulated in [Government Regulation Number 35 of 2021](#). Article 8 section (2) of this Government Regulation eliminates the restriction "*may only extend the employment agreement once*" and replaces it with "*duration as agreed between the employer and the fixed-term employment contract worker*". This change allows employers to extend fixed-term employment contracts as needed, even allowing for repeated extensions for as short as a month.

The advantage of amending Article 59 section (4) of [Law Number 13 of 2003](#) is that it allows employers to manage their workforce needs. This aligns with the principle of ease of doing business promoted by [Law Number 6 of 2023](#). For workers, this change can provide opportunities to continue working and earning income, especially for those with specific skills needed by companies. However, this flexibility must be balanced with adequate worker protection to prevent insecurity in employment relationships ([Irmayani et al., 2023](#)). The disadvantage of this amendment is the potential for abuse by employers. Without clear limitations, employers could continuously extend fixed-term employment contracts without providing job security for workers ([Bima, 2023](#)). This contradicts the principle of worker protection and can create job insecurity for fixed-term employment contract workers. Furthermore, this change can make it difficult for workers to plan their future and develop their careers.

Another fundamental change in this Omnibus Law is the addition of Article 61A to [Law Number 13 of 2003](#) concerning compensation. Article 81 point 17 of [Government Regulation In Lieu of Law Number 2 of 2022](#) regulates the employer's obligation to compensate fixed-term employment contract workers, which was

not previously regulated in [Law Number 13 of 2003](#). Further provisions regarding the payment of this compensation are stipulated in [Government Regulation Number 35 of 2021](#). Article 15 of this Government Regulation emphasizes that employers are obligated to compensate fixed-term employment contract workers with a minimum service period of one (1) month. The amount of compensation is regulated in Article 16 of [Government Regulation Number 35 of 2021](#), which is 8.33% per month based on their one-month wage.

The addition of Article 61A to [Law Number 13 of 2003](#) and its regulation in [Government Regulation Number 35 of 2021](#) represents a form of protection and recognition of the contributions of fixed-term employment contract workers. This compensation can assist fixed-term employment contract workers during the transition period before securing new employment and is a form of appreciation for their work ([Hakimi et al., 2024](#)). However, the compensation stipulated in [Government Regulation Number 35 of 2021](#) is relatively small and not commensurate with the contributions of fixed-term employment contract workers. It can be seen as an injustice for fixed-term employment contract workers who have dedicated their time and effort to the company.

Thus, [Law Number 6 of 2023](#) significantly changes Indonesia's legal protection of fixed-term employment contract workers. Although intended to enhance flexibility and ease of business, these changes also introduce new dynamics in industrial relations. On the one hand, there is increased protection for fixed-term employment contract workers, such as affirming the right to wages from employment agreements with a probationary period and regulating compensation payments. On the other hand, other changes raise the potential for new problems, such as removing limitations on extending fixed-term employment contracts, which can lead to job insecurity. Therefore, strict supervision and law enforcement are necessary, along with evaluation and improvement of provisions in this Omnibus Law that are still considered suboptimal. A balance between business flexibility and worker protection must be maintained. Protecting fixed-term employment contract workers is a shared responsibility of all stakeholders. Through synergy and collaboration, the safety of fixed-term employment contract workers in Indonesia is hoped to be continuously improved.

B. Case Simulation: Implementation of Compensation Obligations for Fixed-Term Employment Contract Workers in a Property Company

PT XYZ Properti, a leading property developer in Indonesia, employed Budi as a mason under a fixed-term employment contract. Budi's employment contract had a term of one (1) year with a wage of IDR 3,500,000 per month. Upon the contract's expiration, PT XYZ Properti decided not to renew Budi's employment

contract and did not provide any compensation. This action contradicts [Law Number 6 of 2023](#) Juncto [Government Regulation Number 35 of 2021](#). Article 81 point 17 of [Government Regulation In Lieu of Law Number 2 of 2022](#) mandates employers to compensate fixed-term employment contract workers. Furthermore, Article 15 of [Government Regulation Number 35 of 2021](#) stipulates that employers must pay workers whose employment relationships are based on fixed-term employment contracts and with a minimum continuous service period of one (1) month.

In this case, PT XYZ Properti should have compensated Budi with his one-year service period, amounting to IDR 3,500,000, as stipulated in Article 16 Section (1) point a of [Government Regulation Number 35 of 2021](#). However, the company failed to compensate Budi, violating the worker's rights as enshrined in Article 61A of [Law Number 13 of 2003](#). This action by the company is inconsistent with the legal theory of justice, which posits that everyone is entitled to fair and equitable treatment, including in employment relationships ([Tejomurti & Sukarmi, 2020](#)). Fixed-term employment contract workers deserve to receive their entitlements commensurate with their contributions, and the employer's obligation to provide compensation represents a form of justice within this employment relationship.

Feeling aggrieved, Budi reported PT XYZ Properti to the local Manpower Office. This step aligns with the industrial relations dispute resolution procedures in [Law Number 2 of 2004](#). The Manpower Office has the authority to mediate disputes between workers and employers. This mediation embodies the principle of legal protection for workers, whereby the state is obligated to protect workers' rights and ensure harmonious industrial relations ([Shalihah et al., 2022](#)).

Should mediation at the Manpower Office fail to settle, the dispute can be escalated to the Industrial Relations Court. The process of dispute resolution through the court represents an implementation of the legal certainty theory. Through a court decision, legal certainty will be obtained regarding the rights and obligations of each party in the dispute ([Izzati, 2022](#)). Legal certainty is a crucial principle in a state governed by the rule of law, where everyone is entitled to certainty regarding their rights and obligations under the law ([Busthami, 2022](#)).

This Omnibus Law also amends provisions concerning administrative sanctions. This change pertains to Article 190, section (1) of [Law Number 13 of 2003](#). Initially, the authority to impose administrative sanctions rested with the Minister of Manpower. However, Article 81 point 70 of [Government Regulation In Lieu of Law Number 2 of 2022](#) amends this by stipulating that the authority to impose administrative sanctions lies with the Central Government or Regional Governments. Further provisions regarding the imposition of administrative

sanctions are regulated in [Government Regulation Number 35 of 2021](#). Article 61 of this Government Regulation states that employers who violate Article 15 section (1) of [Government Regulation Number 35 of 2021](#) are subject to administrative sanctions in the form of a written warning, restriction of business activities, temporary suspension of some or all production equipment, and suspension of business activities.

In the case of PT XYZ Properti, if the company persists in refusing to pay compensation to Budi, the Regional Government can impose administrative sanctions on the company. These administrative sanctions represent a form of law enforcement and embody the theory of legal protection. The state takes an active role in safeguarding workers' rights and penalizing companies that commit violations ([Firdaus et al., 2023](#)). With administrative sanctions, companies are expected to demonstrate greater compliance with legal provisions and fulfill workers' rights.

This case simulation of Budi and PT XYZ Properti illustrates that implementing [Law Number 6 of 2023](#), mainly about protecting fixed-term employment contract workers, still encounters various challenges. Although this Omnibus Law provides enhanced legal protection for fixed-term employment contract workers, such as the right to compensation, some companies still disregard this obligation. This demonstrates that legislation alone is insufficient to guarantee the fulfillment of workers' rights. Active efforts from various parties, including the government, companies, labor unions, and workers themselves, are required to realize optimal protection for fixed-term employment contract workers.

This case simulation also highlights the importance of the Manpower Office's role in resolving industrial relations disputes and overseeing the implementation of [Law Number 6 of 2023](#). The Manpower Office is expected to play an active role in mediating conflicts between workers and employers and imposing administrative sanctions on companies that violate legal provisions. Moreover, this case simulation underscores the significance of legal awareness among fixed-term employment contract workers. They need to be aware of their rights and not hesitate to assert them in the event of violations by employers.

With increased legal awareness among fixed-term employment contract workers and stringent government oversight, it is hoped that implementing [Law Number 6 of 2023](#) can more effectively protect workers' rights and foster harmonious industrial relations. Protecting fixed-term employment contract workers constitutes a vital pillar in achieving social justice and enhancing the well-being of society ([Dwiono et al., 2024](#)).

CONCLUSIONS AND SUGGESTIONS

Based on the findings and discussion, it can be concluded that [Law Number 6 of 2023](#) has established a new paradigm in balancing labor market flexibility with the protection of fixed-term employment contract workers in Indonesia. This Omnibus Law introduces significant changes to the provisions governing fixed-term employment, including the affirmation of the right to wages from employment agreements with a probationary period, flexibility in contract renewals, and the provision of compensation to workers. These changes, in addition to offering the potential for enhanced protection for fixed-term employment contract workers, also generate new dynamics in industrial relations, marked by potential vulnerabilities such as job insecurity due to excessive flexibility in contract extensions. The case simulation demonstrates that gaps persist between legal norms and the reality on the ground, where some companies still disregard their obligation to compensate fixed-term employment contract workers. This underscores that protecting fixed-term employment contract workers requires a holistic framework that relies on legislation and considers other aspects such as effective law enforcement, public legal awareness, and stringent oversight of implementing these regulations.

Based on the conclusions above, it is recommended that the local government's Manpower Office intensify the dissemination of [Law Number 6 of 2023](#) by organizing workshops and training sessions on protecting fixed-term employment contract workers, targeted at both companies and workers. The content of these awareness campaigns and training sessions should encompass crucial aspects such as changes in fixed-term employment provisions, the rights of fixed-term employment contract workers, and dispute resolution mechanisms. Furthermore, the Manpower Office needs to strengthen its supervisory function by conducting unannounced inspections of companies and imposing strict sanctions on those violating this Omnibus Law's provisions. Strengthening this supervisory function can be achieved by enhancing the capacity and competence of labor inspectors and developing a reporting system for violations that is easily accessible to workers.

Companies are advised to enhance their understanding of and compliance with applicable laws and regulations, particularly protecting fixed-term employment contract workers. Companies should formulate clear and transparent internal guidelines on utilizing fixed-term employment contracts, encompassing the recruitment process, drafting of employment agreements, worker rights, and dispute resolution mechanisms. Additionally, companies should develop human resource management systems oriented toward competence development and enhancing the well-being of fixed-term employment contract workers.

Labor unions are expected to actively raise legal awareness among fixed-term employment contract workers by organizing legal education and training programs and providing consultation and advocacy services for those experiencing issues. Labor unions also need to exercise social control over the implementation of [Law Number 6 of 2023](#) by conducting regular monitoring and evaluation and submitting recommendations for improvement to the government and companies.

Fixed-term employment contract workers need to be proactive in enhancing their knowledge and understanding of their rights and obligations. They can participate in education and training programs organized by the government, labor unions, or other institutions. Moreover, fixed-term employment contract workers should confidently voice their aspirations and assert their rights through channels stipulated by law, such as mediation at the Manpower Office or filing lawsuits with the Industrial Relations Court.

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