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Legal Protection for Workers Under Fixed-Term Employment Agreements (PKWT) at The International Port Of Tunon Taka, Nunukan

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Abstract

This article examines legal protection for workers employed under Fixed-Term Employment Agreements (Perjanjian Kerja Waktu Tertentu, or PKWT) in Indonesia and identifies normative and institutional factors that may weaken it, using Tunon Taka International Port in Nunukan, North Kalimantan, as its analytical setting. The study adopts a qualitative normative juridical method based on library research. It analyses legislation, books, and peer-reviewed journal articles published between 2016 and 2026 through juridical reasoning, systematic interpretation, and a framework distinguishing preventive, repressive, and institutional protection. The findings indicate that PKWT protection is primarily governed by Law No. 13 of 2003 concerning Manpower, as amended, including by Law No. 6 of 2023, and Government Regulation No. 35 of 2021. Effective protection depends on five interconnected requirements: the suitability of the work for PKWT; a written agreement with complete and clear provisions; certainty of employment duration; fulfilment of statutory rights, including compensation at the end of the agreement; and access to employment dispute resolution. Together, they provide benchmarks for assessing legal compliance directly. Implementation risks include the gap between formal and substantive legal certainty, regulatory disharmony concerning early-termination remedies, unequal bargaining power, limited legal literacy, inadequate administrative records, and inconsistent labour supervision. The article contributes an analytical matrix that translates normative requirements into verifiable indicators, distinguishing legal obligations from facts established empirically. Because this documentary study includes no fieldwork, it cannot establish whether these risks occur in practice at the port. Further empirical research is needed to assess local implementation and test the proposed framework.

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INTRODUCTION

An employment relationship constitutes a legal connection between workers and employers that establishes a set of rights and obligations for both parties. Within the framework of labour law, such a relationship is not merely based on the performance of work and the provision of remuneration, but also

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requires legal certainty, fair treatment, and the protection of workers' statutory rights. Izzati explains that an employment relationship is founded on an agreement containing the elements of work, wages, and instructions.[1] Accordingly, an employment agreement serves as a legal instrument that structures industrial relations while providing a foundation for preventing arbitrary conduct in the fulfilment of rights and obligations by each party.

A Fixed-Term Employment Agreement (*Perjanjian Kerja Waktu Tertentu*, or PKWT) is a legal instrument that enables the employment of workers for a specific period or for the completion of a particular task, subject to the requirements stipulated in applicable legislation. The implementation of PKWT provides employers with flexibility to accommodate workforce needs in accordance with the characteristics of the work being performed. Nevertheless, such flexibility should not be interpreted as unrestricted discretion in determining workers' employment status or duration of employment. The compatibility of the type of work covered by a PKWT with applicable legal provisions is an important aspect of establishing employment relationships.[2] Therefore, the use of fixed-term employment agreements must remain within the boundaries of applicable law to prevent them from becoming instruments for circumventing employers' obligations or diminishing workers' rights.

Existing scholarship has approached these issues from several angles. Purba et al. examined the legal protection of PKWT workers at PT Indopicri in relation to compliance with labour regulations.[3] Izzati identified limitations in legal protection for non-standard employment relationships that have not been adequately accommodated by existing regulations.[4] Nihaya and Busro identified discrepancies in PKWT clauses at UD Permata Furni, particularly concerning probationary periods, wage details, and payment mechanisms.[5] A further body of work has analysed how the Job Creation reforms have reshaped the balance between flexibility and protection in PKWT regulation.[6] Building upon these studies, the present research focuses on the legal protection of PKWT workers at Tunon Taka International Port in Nunukan, encompassing the normative legal framework, the implementation of protection, and the challenges encountered. The studies reviewed here concentrate on manufacturing enterprises or on general doctrinal analysis; none addresses a port environment. The novelty of this research therefore lies in its examination of PKWT worker protection within the operational characteristics of port activities, which involve their own complexities in employment relationships.

Legal protection for workers is essential to establishing fair and balanced industrial relations. Its scope includes the fulfilment of wage rights, employment security, non-discriminatory treatment,

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[1] Nabiyla Risfa Izzati, "Eksistensi Yuridis Dan Empiris Hubungan Kerja Non-Standar Dalam Hukum Ketenagakerjaan Indonesia," *Masalah-Masalah Hukum* 50, no. 3 (2021): 290–303, https://doi.org/10.14710/mmh.50.3.2021.290-303.

[2] Rahadiyan Purba, M Zamroni, and Fajar Rachmad Dwi Miarsa, "Perlindungan Hukum Terhadap Tenaga Kerja Dalam PKWT Di PT Indopicri," *Jurnal Reformasi Hukum: Cogito Ergo Sum* 3, no. 1 (2020): 7–14, https://doi.org/10.51804/jrhces.v3i1.983.

[3] Purba, Zamroni, and Miarsa.

[4] Izzati, "Eksistensi Yuridis Dan Empiris Hubungan Kerja Non-Standar Dalam Hukum Ketenagakerjaan Indonesia."

[5] Ulfi Nihaya and Achmad Busro, "Analisis Yuridis Terhadap Perjanjian Kerja Waktu Tertentu (PKWT) 'UD. Permata Furni,'" *Notarius* 15, no. 2 (2022): 863–73, https://doi.org/10.14710/nts.v15i2.37657.

[6] Satria Adhi Prana, "Perlindungan Dan Kepastian Hukum Bagi Pekerja Dengan PKWT Pasca UU No. 11/2020," *JUSTITIA* 9, no. 7 (2022): 3413–18, https://doi.org/10.31604/justitia.v9i7.3413-3418.

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occupational safety and health, as well as access to dispute-resolution mechanisms. Sutrisno and Permana explain that labour protection is closely related to the fulfilment of fundamental rights guaranteed under labour regulations.[7] Legal protection for workers employed under contracts that violate applicable legal provisions encompasses legal certainty, respect for human rights, and mechanisms for resolving industrial relations disputes. This perspective emphasises that workers are not merely production factors, but legal subjects whose dignity and rights must be respected in the implementation of employment relationships.

The regulatory framework governing PKWT in Indonesia has evolved alongside changes in labour policy. Law No. 13 of 2003 concerning Manpower, as subsequently amended, including by Law No. 6 of 2023, serves as the legal foundation for regulating employment relationships and protecting workers. These provisions are further elaborated in Government Regulation No. 35 of 2021, which regulates fixed-term employment agreements, outsourcing, working hours and rest periods, and termination of employment. However, regulatory reforms have not entirely eliminated issues concerning the protection of contractual workers. Several issues remain in the regulation of PKWT, particularly regarding agreements based on the completion of specific work and the legal consequences of agreements that are not made in writing.[8] These circumstances indicate that regulatory reform must be accompanied by adequate supervision and law enforcement to ensure that worker protection does not remain merely a normative guarantee.

Legal protection issues are also related to the careful formulation of clauses in employment agreements. Incomplete contractual provisions may create uncertainty regarding wage amounts, payment procedures, employment duration, and the fulfilment of other statutory rights. Through their research on employment agreements at UD Permata Furni, Nihaya and Busro identified inconsistencies between certain contractual clauses and labour regulations, including the inadequate specification of wage amounts and payment procedures.[9] These findings demonstrate that compliance with contractual requirements is crucial to maintaining a balance between the interests of the parties. Unequal bargaining positions may limit workers' ability to negotiate the substantive terms of their agreements.[10] This situation necessitates the supervision of contractual provisions to prevent the neglect of workers' rights due to the dominance of employers' interests.

The port environment makes legal protection for PKWT workers particularly important, as ports function as hubs for passenger movement, commodity distribution, and economic activities. Tunon Taka International Port, located in Nunukan Regency, North Kalimantan, holds a strategic position in supporting regional connectivity, including cross-border activities. The operational characteristics of

[7] Endang Sutrisno and Deni Yusup Permana, "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, no. 5 (2022): 902–15, https://doi.org/10.36418/jiss.v3i5.626.

[8] Muhammad Makhmuri and Mahbub Ainur Rofiq, "Perlindungan Hukum Bagi Pekerja Perjanjian Kerja Waktu Tertentu (PKWT) Perspektif HAM Dalam Islam Abdullahi Ahmed An-Na'im," *Muslim Heritage* 7, no. 2 (2022): 379–408, https://doi.org/10.21154/muslimheritage.v7i2.4951.

[9] Nihaya and Busro, "Analisis Yuridis Terhadap Perjanjian Kerja Waktu Tertentu (PKWT) 'UD. Permata Furni.'"

[10] Agustina Balik and Yosia Hetharie, "Aspek Keadilan Klausula Baku Dalam Perjanjian Kerja Outsourcing," *Jurnal Hukum Bisnis Bonum Commune* 3, no. 2 (2020): 242–52, https://doi.org/10.30996/jhbbc.v3i2.3801.

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port activities require an adequate workforce to ensure the continuity of services and related operations. The use of PKWT in this context should be evaluated by considering the suitability of the type of work, the clarity of contractual provisions, the fulfilment of statutory rights, and the certainty of the employment duration. Alleged violations or weaknesses in worker protection at the port cannot be established without sufficient empirical evidence. Therefore, an examination of the local context must distinguish between applicable legal provisions and the actual implementation of those provisions, which still requires verification.

This article makes three contributions. First, it systematises the normative standards that govern PKWT protection into a coherent framework. Second, it translates those standards into an analytical matrix of verifiable indicators suited to a port setting. Third, it deliberately separates legal requirements from empirical claims, so that the obstacles discussed are framed as analytically grounded hypotheses for future field research rather than as findings about any particular employer.

Research Questions

Based on the foregoing discussion, this study focuses on the legal protection of workers under Fixed-Term Employment Agreements (PKWT) in the Tunon Taka International Port area of Nunukan. The research questions are formulated as follows:

1. What forms of legal protection should be provided to workers under employment agreements that contravene applicable laws and regulations in the Tunon Taka International Port area of Nunukan?
2. What are the obstacles and underlying factors contributing to the weak implementation of legal protection for workers bound by employment agreements that do not comply with applicable regulations in the Tunon Taka Port area of Nunukan?

METHODS

This study employs a qualitative research method with a normative juridical approach through library research.[11] The research examines legislation, books, scholarly journal articles, and relevant legal literature. The literature review is conducted to identify, elaborate on, and interpret legal materials concerning the protection of workers under Fixed-Term Employment Agreements (PKWT), particularly within the context of Tunon Taka International Port in Nunukan. Primary legal materials comprise the 1945 Constitution, the Manpower Law, the Job Creation legislation, Government Regulation No. 35 of 2021, and the statute on industrial relations dispute settlement. Secondary materials comprise books and peer-reviewed journal articles published between 2016 and 2026, which were selected for their direct relevance to PKWT, the Job Creation reforms, and labour protection.[12]

The collected legal materials are analysed descriptively and qualitatively through juridical reasoning and systematic interpretation to explain the normative legal framework, identify regulatory inconsistencies, and examine obstacles to the implementation of legal protection based on reliable sources. The analysis is organised around a protection framework that distinguishes preventive, repressive, and institutional dimensions of protection. The scope of the study is limited by its

[11] Johnny Ibrahim, *Teori Dan Metodologi Penelitian Hukum Normatif*, Edisi revisi, cetakan ketujuh (Malang: Bayumedia Publishing, 2013).

[12] Wafda Vivid Izziyana and Rahmat Dwi Putranto, *METODE PENELITIAN SOCIO-LEGAL DI INDONESIA*, n.d.

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documentary character: it does not gather field data from Tunon Taka International Port, and statements about practice at the port are therefore presented as matters to be verified rather than as established facts.

RESULTS AND DISCUSSION

1. Legal Protection for Workers under Fixed-Term Employment Agreements (PKWT) That Conflict with Applicable Laws and Regulations

1.1 The Employment Relationship, Freedom of Contract, and the Protective Function of Labour Law

An employment relationship is a legal bond between a worker and an employer in which both parties are bound by reciprocal rights and obligations arising from an agreement. Izzati argues that such a relationship is characterised by three elements—work, wages, and orders—which function as indicators for distinguishing it from other legal relationships.[13] The practical consequence is that the existence and character of an employment relationship are determined by its substance rather than by the label attached to it. For PKWT this functional approach is decisive, because a 'fixed-term' designation cannot by itself alter the legal nature of work that is, in reality, continuous and necessary to the employer's core operations.

A PKWT is intended to accommodate temporary employment relationships, yet it remains subject to the same limits as any other agreement. The principle of freedom of contract cannot be interpreted absolutely: under the Civil Code and the Manpower Law, an agreement is valid only if it satisfies consent, legal capacity, a specified object of work, and a lawful cause, and failure on the last two conditions renders the agreement void by operation of law. Consequently, the legitimacy of an employment contract is closely related to its conformity with imperative labour norms, public order, and the principles of fairness and good faith (*imperatif*).[14]

Labour law departs from the classical premise of equal contracting parties because the worker typically depends on wages for subsistence and negotiates from a weaker position. Shalihah and Nur describe the regulation of fixed-term agreements as an expression of the state's effort to balance the flexibility of labour utilisation against the protection of the weaker party, while Balik and Hetharie indicate that standard-form clauses can entrench this imbalance. Protection of this kind is not a mere statutory courtesy. It is anchored in the 1945 Constitution, which guarantees every person the right to work and to receive fair and decent treatment in employment relations,[15] and in a human-rights reading of PKWT that treats workers as legal subjects rather than as factors of production.[16]

Two theoretical lenses help to structure the analysis that follows. Hadjon distinguishes preventive protection, which seeks to forestall disputes through norms and administrative controls before rights are infringed, from repressive protection, which provides remedies and sanctions after an infringement has

[13] Izzati, "Eksistensi Yuridis Dan Empiris Hubungan Kerja Non-Standar Dalam Hukum Ketenagakerjaan Indonesia."

[14] Sri Dewi Rahayu Kusumawati and Gatoet Poernomo, "Chemical Castration in Indonesian Criminal Law: Human Rights Perspective," *Indonesian Journal of Innovation Studies* 25, no. 1 (2024), https://doi.org/10.21070/ijins.v26i1.991.

[15] Indonesia, "Constitution of the Republic of Indonesia of 1945" (1945).

[16] Fenanda Dwi Maulandari et al., "Perlindungan Hukum Pada Perjanjian Kerja Waktu Tertentu (PKWT) Ditinjau Dari Jaminan Hak-Hak Pekerja (Undang-Undang NRI Nomor 13 Tahun 2003)," *WELFARE STATE Jurnal Hukum* 4, no. 1 (2025): 167–96, https://doi.org/10.56013/welfarestate.v4i1.4054.

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occurred.[17] Radbruch's triad of legal certainty, justice, and expediency, in turn, cautions that certainty without justice is hollow.[18] Applied to PKWT, certainty means that the rules on the type of work, duration, form, and compensation are clear and predictable, while justice requires that those rules are actually capable of protecting the party with less bargaining power. Harjanto and Gunadi make a comparable point when they observe that legal certainty for PKWT workers may remain formal rather than substantive where interpretation is inconsistent and supervision is weak.[19]

1.2 The Normative Framework and Its Evolution

The regulatory architecture of PKWT has changed several times. The Manpower Law of 2003 established the basic distinction between PKWT and indefinite-term agreements (PKWTT) and the conditions under which fixed-term agreements are permissible. The Job Creation reforms subsequently modified these provisions. After the Constitutional Court held the original Job Creation Law to be conditionally unconstitutional, the government issued a replacement regulation that Parliament enacted as Law No. 6 of 2023, while Government Regulation No. 35 of 2021 remained the principal implementing instrument for PKWT, outsourcing, working time, and termination.[20]

Three features of the current regime matter most for worker protection. First, Government Regulation No. 35 of 2021 confines PKWT to categories of work that are one-off or temporary, seasonal, linked to new products or activities, or otherwise non-permanent, and PKWT may not be used for work of a permanent nature. Second, it sets a ceiling of five years on time-based PKWT, including extensions, and requires every PKWT to be recorded with the manpower authority. Third, it obliges the employer to pay compensation to PKWT workers at the end of the agreement, calculated according to length of service.

Scholarly assessments of these reforms are largely cautious. Prana argues that the amendment and partial deletion of Article 59 of the Manpower Law removed safeguards on which PKWT workers previously relied, thereby weakening legal certainty.[21] Izzati characterises the Job Creation reforms as a deregulatory turn in Indonesian labour law,[22] and Hamid's critical study likewise examines their

[17] Syakirah Dena Salsabilah and Yogo Pamungkas, "Perlindungan Hukum Pekerja Perjanjian Kerja Waktu Tertentu (PKWT) Yang Di-PHK Sepihak Sebelum Masa Kontrak Berakhir," *Reformasi Hukum Trisakti* 8, no. 2 (2026), https://doi.org/10.25105/refor.v8i1.25194.

[18] Gustiani Gustiani, Elok Hikmawati, and Agus Suprayogi, "A Civil Law Review of Fixed-Term Employment Agreements: Balancing Freedom of Contract and the Protection of Workers," *Jurnal Smart Hukum* 5, no. 2 (2026): 353–59, https://doi.org/10.55299/jsh.v5i2.1998.

[19] Devy Yulyana Harjanto and Ariawan Gunadi, "Kepastian Hukum Bagi Pekerja PKWT yang Mengalami Pemutusan Hubungan Kerja Sebelum Berakhirnya Masa Kontrak," *Riwayat* 8, no. 4 (2025): 7279–89, https://doi.org/10.24815/jr.v8i4.50264.

[20] Petra Mahy, "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, no. 1 (2022): 51–75, https://doi.org/10.1017/asjcl.2022.7.

[21] Prana, "Perlindungan Dan Kepastian Hukum Bagi Pekerja Dengan PKWT Pasca UU No. 11/2020."

[22] Nabiyla Risfa Izzati, "Deregulation in Job Creation Law: The Future of Indonesian Labor Law," *Padjadjaran Jurnal Ilmu Hukum* 9, no. 2 (2022), https://doi.org/10.22304/pjih.v9n2.a3.

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implications for labour.[23] Borman and colleagues point to the need for institutional checks on how PKWT rules are formulated and socialised.[24] Ramadhan et al. and Dewi and Basir assess the omnibus reform in terms of workers' legal protection and labour rights,[25] and Perdana compares the government's efforts to improve worker welfare under the Manpower Law and the Job Creation Law.[26] Gunadi, Johan, and Sudiro show that the relationship between the Job Creation Act and the Manpower Law has itself generated uncertainty about what a PKWT is and how it should be applied.[27] These studies do not deny the state's interest in labour-market flexibility. Rather, they stress that flexibility without clear limits and effective enforcement shifts business risk onto workers.[28]

1.3 Tests of Validity: Nature of Work, Form, Duration, and Prohibited Clauses

The first parameter is the conformity of the work with the categories for which PKWT is permitted. Employers cannot determine contractual employment status solely on the basis of administrative considerations or operational efficiency. Purba et al., in their study of PT Indopicri, found that certain types of work required adjustment to comply with labour regulations even though the contractual duration was considered compliant, which shows that legal compliance is multidimensional and cannot be assessed through a single parameter.[29] Gunawan et al. add that PKWT workers who are re-engaged after the maximum contract term raise distinct questions of legal certainty. For a port, the lesson is methodological: an examination must proceed from the actual nature of the work agreed its continuity, its recurrence, and its relation to the port operator's core services rather than from job titles or the employment status written in contractual documents.[30]

Formal requirements and the clarity of contractual clauses constitute the second parameter. A written agreement must contain the elements required by law, including the identities of the parties, the type of work, the place of employment, the amount of wages, and the relevant rights and obligations.

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[23] A Hamid, "A Critical Study of the Job Creation Law No. 11 of 2020 and Its Implications for Labor in Indonesia," *International Journal of Research in Business and Social Science* 10, no. 5 (2021): 195–206, https://doi.org/10.20525/ijrbs.v10i5.1271.

[24] [Nama depan belum terverifikasi] Borman, "Shift in the Characteristics of Certain Fixed-Term Work Agreements in Employment Contracts Post the Omnibus Law Was Implemented in Indonesia," *Journal of Law and Sustainable Development* 12, no. 1 (2024), https://doi.org/10.55908/sdgs.v12i1.2788.

[25] M R Ramadhan, M Kamal, and M A W W Mamonto, "Omnibus Law in Indonesia: Legal Protection of Workers in Employment Contracts," *Golden Ratio of Law and Social Policy Review* 1, no. 1 (2021): 7–16, https://doi.org/10.52970/grlspr.v1i1.151.

[26] S Perdana, "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, no. 1 (2021): 35–44, https://doi.org/10.55357/ijrs.v2i1.85.

[27] A Gunadi, S Johan, and A Sudiro, "Between the Job Creation Act and Labor Act: What's Specific Time Employee Agreement (PKWT)?," *Nagari Law Review* 5, no. 2 (2022): 160–70, https://doi.org/10.25077/nalrev.v.5.i.2.p.160-170.2022.

[28] Devy Yulyana Harjanto and Ariawan Gunadi, "Kepastian Hukum Bagi Pekerja PKWT Yang Mengalami Pemutusan Hubungan Kerja Sebelum Berakhirnya Masa Kontrak," *Riwayat* 8, no. 4 (2025): 7279–89, https://doi.org/10.24815/jr.v8i4.50264.

[29] Purba, Zamroni, and Miarsa, "Perlindungan Hukum Terhadap Tenaga Kerja Dalam PKWT Di PT Indopicri."

[30] Shanty Hermalia Putri, Muhammad Hafizh Adil Lbs, and Ulfa Safira Soliha, "Legal Protection of Workers in Time Work Agreements in Indonesia," *AMK: Abdi Masyarakat UIKA* 2, no. 4 (2023): 84–89, https://doi.org/10.32832/amk.v2i4.2090.

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Nihaya and Busro identified issues concerning the specification of wage amounts, payment procedures, and probationary clauses in the PKWT arrangements they studied, which demonstrates that the mere existence of a contractual document does not automatically establish compliance.[31] Vague provisions make it difficult for workers to identify their rights and complicate the evidentiary process when disputes arise. The legal consequences of an agreement that is not made in writing remain contested after the reforms,[32] and Sjaiful points to normative problems in how the Job Creation Law guarantees workers' rights more generally.[33] An examination of contractual substance therefore complements, rather than replaces, the verification of formal requirements.

The temporal dimension is the third parameter. A PKWT may be based on a specified period or on the completion of particular work, so its implementation requires careful attention to the basis on which it was formed. Determining the contract duration cannot be reduced to stating commencement and expiry dates; it must be aligned with the limits established by regulation, including the rules on extension and the five-year ceiling.[34] The use of an agreement that does not correspond to the characteristics of the work creates uncertainty about the worker's status and its legal consequences. Compliance with administrative requirements on duration is insufficient to demonstrate that the whole agreement is lawful; the temporal aspect must be correlated with the nature of the work, the legal basis for fixed-term engagement, and the obligations binding both parties.[35]

The prohibition of probationary periods is a mandatory provision directly relevant to worker protection. Article 58 of the Manpower Law stipulates that a PKWT may not impose a probationary period, and a probationary clause that is nevertheless included is null and void by operation of law. The finding of Nihaya and Busro that probationary clauses appear among the discrepancies in the agreements they examined shows that the prohibition is not merely theoretical.[36] The provision confirms that formal consent cannot legitimise the disregard of mandatory norms, and it functions as a corrective instrument against clauses that would undermine the certainty of workers' rights. Scrutiny of such clauses should accordingly take place both before an agreement is concluded and when disputes over its implementation arise.

1.4 Legal Consequences of Non-Compliance

Non-compliance does not leave the worker without a remedy, but the consequence depends on the nature of the defect. Where a PKWT fails to satisfy the statutory conditions on the type of work or its duration, the Manpower Law provides that the agreement is converted by operation of law into a PKWTT, with the broader protections that attach to indefinite employment. Prana's concern is precisely that the amendment of Article 59 may have narrowed the effect of this safeguard.[37] A prohibited clause,

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[31] Nihaya and Busro, "Analisis Yuridis Terhadap Perjanjian Kerja Waktu Tertentu (PKWT) 'UD. Permata Furni.'"
[32] Makhmuri and Rofiq, "Perlindungan Hukum Bagi Pekerja Perjanjian Kerja Waktu Tertentu (PKWT) Perspektif HAM Dalam Islam Abdullahi Ahmed An-Na'im."
[33] M Sjaiful, "Problematika Normatif Jaminan Hak-Hak Pekerja Dalam Undang-Undang Nomor 11 Tahun 2020 Tentang Cipta Kerja," *Media Iuris* 4, no. 1 (2021), https://doi.org/10.20473/mi.v4i1.22572.
[34] Rasji and Marshella Cenvysta, "Perlindungan Hukum Bagi Para Pekerja Yang Tidak Mempunyai Perjanjian Dan Kontrak Kerja," *MOTEKAR* 1, no. 2 (2023): 428–35, https://doi.org/10.57235/motekar.v1i2.1244.
[35] Kusumawati and Poernomo, "Chemical Castration in Indonesian Criminal Law: Human Rights Perspective."
[36] Nihaya and Busro, "Analisis Yuridis Terhadap Perjanjian Kerja Waktu Tertentu (PKWT) 'UD. Permata Furni.'"
[37] Prana, "Perlindungan Dan Kepastian Hukum Bagi Pekerja Dengan PKWT Pasca UU No. 11/2020."

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such as a probationary period, is void, while the remainder of the agreement may stand. Where a contract conflicts with mandatory provisions. emphasise that the worker remains entitled to legal certainty and to the fulfilment of rights guaranteed by law.[38]

Recording of the agreement is a further condition of legality. Government Regulation No. 35 of 2021 requires the employer to record each PKWT with the manpower authority. Harjanto and Gunadi treat this requirement not as a formality but as objective evidence of the type of work, the duration, and any renewals, and they note commentary that an unrecorded PKWT may be treated as a PKWTT.[39] Recording thus belongs to the preventive architecture of protection: it conditions the contract to comply from the outset and equips both supervisors and courts with verifiable evidence.

One of the most consequential issues concerns early termination. Article 62 of the Manpower Law obliges the party who ends a PKWT before its term to pay damages equal to the wages for the remaining period, whereas Government Regulation No. 35 of 2021 introduces end-of-contract compensation calculated on actual length of service. Harjanto and Gunadi argue that the Regulation does not state explicitly how compensation operates when a contract is ended prematurely, which produces divergent readings and inconsistent judicial outcomes and leaves certainty formal rather than substantive.[40] For the purposes of this article the point is analytical: protection against early termination cannot be assessed by reference to a single provision, and any examination at Tunon Taka would need to establish which remedy the parties and the competent bodies regard as applicable.

1.5 The Content of Protection: Normative Rights Throughout the Employment Relationship

Legal protection for PKWT workers encompasses the fulfilment of normative rights inherent in the employment relationship throughout its duration. These rights include remuneration, working hours and rest periods, occupational safety and health, equal treatment, and other rights guaranteed under applicable laws and regulations. The fixed-term nature of an employment relationship cannot justify the denial of rights that remain legally mandatory. Suhartini et al. discuss wage policy as part of labour protection, while Rasji and Cenvysta elaborate on the social, technical, and economic dimensions of protection.[41] Together they demonstrate that protection cannot be reduced to the existence of a written contract or the payment of financial compensation; neglect of even one dimension may undermine the effectiveness of protection as a whole.

The fulfilment of wage entitlements is an essential component of protection because it relates directly to compensation for work performed. Wage provisions must be clear about the amount of remuneration, the payment mechanism, and the payment schedule, so that workers have certainty about their economic rights. Nihaya and Busro identified a lack of clarity in wage amounts and payment procedures in the agreements they examined, and ambiguity of this kind may lead to differences in

[38] Kusumawati and Poernomo, "Chemical Castration in Indonesian Criminal Law: Human Rights Perspective."
[39] Harjanto and Gunadi, "Kepastian Hukum Bagi Pekerja PKWT Yang Mengalami Pemutusan Hubungan Kerja Sebelum Berakhirnya Masa Kontrak."
[40] Harjanto and Gunadi.
[41] Ni Komang Arini Styawati et al., "Legal Certainty in the Protection of Fixed-Term Contract Workers," *International Journal of Research and Innovation in Social Science* 9, no. 8 (2025): 6711–19, https://doi.org/10.47772/IJRISS.2025.908000551.

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interpretation and complicate proof when disputes arise.[42] Transparency must be supported by payment documentation so that the employer's compliance can be objectively verified, and wage payment must comply with legal standards rather than rely on internal arrangements that disregard mandatory provisions.

Workers under PKWT are also entitled to proper arrangements concerning working hours and rest periods and to occupational safety and health protection.[43] These rights have technical and social dimensions because they relate to workers' safety in performing their duties and to the maintenance of decent working conditions.[44] In the context of port operations, an examination of occupational safety must take into account the characteristics of the tasks performed and the relevant risks without making assumptions about circumstances that have not been verified. Wage compliance is insufficient if it is not accompanied by lawful arrangements on working time and safety.

The right to compensation constitutes another dimension. Government Regulation No. 35 of 2021 provides for compensation to PKWT workers who meet the requirements, taking into account their length of service. This shows that the end of a fixed-term relationship may still give rise to legal obligations on the part of the employer. Compensation should not be treated as internal company policy; it must be implemented in accordance with the requirements and mechanisms stipulated by regulation, with transparent information and accountable records of length of service, contract duration, and payments. Workers must also be enrolled in the social security programmes administered under the national scheme, so that contract status does not become a ground for exclusion from basic protection.

Finally, legal protection encompasses guarantees of equal treatment, freedom of association, and access to grievance mechanisms and remedies for restoring rights. Fixed-term workers hold the right to form and join trade unions, and the principle of non-discrimination is essential to ensure that PKWT status is not used as a basis for disregarding rights guaranteed by law.[45] Normative recognition of rights must be accompanied by accessible channels through which objections can be raised when contractual provisions and their implementation diverge, so that established rights can be restored when disputes occur.

1.6 Forms of Protection and an Analytical Matrix

Drawing on Hadjon's distinction, the forms of protection that should be provided to workers whose agreements conflict with applicable law can be grouped into three layers. Preventive protection comprises scrutiny of contracts before signature type of work, duration, mandatory contents, and prohibited clauses together with recording of each PKWT and the provision of information to workers about their rights.[46] Repressive protection comprises the legal consequences of non-compliance, namely the nullity of prohibited clauses, conversion into PKWTT where statutory conditions are not met, and

[42] Nihaya and Busro, "Analisis Yuridis Terhadap Perjanjian Kerja Waktu Tertentu (PKWT) 'UD. Permata Furni.'"
[43] Dicky Purcahyono, "Perlindungan Hukum Bagi Pelaku UMKM Dalam Kontrak Bisnis Digital," *Jurnal Ilmu Hukum, Humaniora, Dan Politik* 5, no. 4 (2025): 3590–99, https://doi.org/https://doi.org/10.38035/jihhp.v5i4.
[44] Rasji and Cenvysta, "Perlindungan Hukum Bagi Para Pekerja Yang Tidak Mempunyai Perjanjian Dan Kontrak Kerja."
[45] Arikha Saputra, Muzayanah, and Fitika Andraini, "Penerapan Perjanjian Dalam Hubungan Kerja Dan Perlindungan Hukum Bagi Driver Online," *Jurnal Komunikasi Hukum* 6, no. 1 (2020): 266–80, https://doi.org/10.23887/jkh.v6i1.23529.
[46] Nihaya and Busro, "Analisis Yuridis Terhadap Perjanjian Kerja Waktu Tertentu (PKWT) 'UD. Permata Furni.'"

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the payment of compensation or damages, together with access to dispute-resolution mechanisms. The third layer, institutional and collective protection, comprises labour inspection and collective bargaining, since collective labour agreements can accommodate employment requirements, rights, obligations, and dispute-resolution mechanisms.[47]

Table 1 converts these layers and the validity tests discussed above into indicators that can be verified in a port setting. The matrix is not an empirical finding; it is an analytical instrument that makes explicit what a future examination of Tunon Taka International Port would need to look for and in which documents or statements the answer would be found.

Table 1. Analytical matrix for assessing PKWT protection

Protection dimension	Legal benchmark (normative standard)	Indicator to be verified at Tunon Taka Port
Nature of work	PKWT is limited to work that is temporary, seasonal, project-based, linked to new products or activities, or otherwise non-permanent; unmet conditions convert the agreement into PKWTT.	Job descriptions; continuity and recurrence of tasks; comparison with positions held by permanent workers.
Form and content	Written agreement containing the mandatory elements; probationary clauses are null and void.	Contract templates; wage and payment clauses; presence of probation clauses; clarity of wording.
Duration	Time-based PKWT capped at five years including extensions; duration aligned with the nature of the work.	Start and end dates; number of renewals; gaps between successive contracts.
Recording	Each PKWT recorded with the manpower authority.	Recording receipts; consistency between recorded and signed contracts.
Normative rights	Wages, working hours and rest periods, occupational safety and health, social security, equal treatment, and end-of-contract compensation.	Payslips; attendance records; social-security enrolment; proof of compensation payment.
Supervision	Labour inspection of PKWT compliance, coordinated between regency and provincial authorities.	Inspection reports; follow-up of complaints; coordination records.
Dispute resolution	Bipartite negotiation, followed by mediation, conciliation, or arbitration and the Industrial Relations Court.	Complaint channels; dispute registers and outcomes; workers' awareness of procedures.

Source: author's analysis based on the legislation and literature cited in this article.

2. Obstacles and Factors Contributing to the Weak Implementation of Legal Protection for Workers under Fixed-Term Employment Agreements (PKWT) in the Area of the International Port of Tunon Taka, Nunukan

The International Port of Tunon Taka, Nunukan, provides a relevant context for examining the relationship between labour regulations and the implementation of legal protection for workers. Port activities require orderly workforce management, a clear division of responsibilities, and compliance

[47] Styawati et al., "Legal Certainty in the Protection of Fixed-Term Contract Workers."

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with applicable laws and regulations. The operational characteristics of a port do not automatically justify the application of PKWT to all types of work. From the perspective of legal research, implementation-related issues must be analysed by distinguishing normative standards from practices that have been empirically verified. The factors discussed below are therefore framed as analytically grounded hypotheses derived from the literature, and they are not affirmations of particular violations or deficiencies at the port before such claims are supported by relevant documents, interviews, or other empirical sources.

2.1 Conformity of Job Characteristics with the Requirements for PKWT

One aspect that requires examination is the conformity of job characteristics with the requirements governing the use of PKWT. Inaccuracies in determining the type of employment relationship may create problems for the legal certainty of workers' employment status and for the fulfilment of the rights attached to that status. Purba et al. found that certain types of work required adjustment to comply with labour regulations even though the contractual duration was considered appropriate, which indicates that implementation problems may arise when contract assessments focus exclusively on duration while disregarding the substantive nature of the work. In the context of the port, the examination may focus on job descriptions, the continuity of work, the legal basis for using fixed-term agreements, and the relevant legal provisions.

Technological and organisational change adds a further layer of complexity. Adha, Asyhadie, and Kusuma show that industrial digitalisation reshapes employment and working relationships in Indonesia. Whether changes of this kind affect how tasks are organised and classified in port services is an open empirical question. Any non-compliance in the use of PKWT at the port cannot yet be established without examining the employment agreements and the actual characteristics of the work performed.

2.2 Clarity of Contractual Documents and Quality of Administration

The clarity of contractual documents is another factor that may influence the effectiveness of legal protection. Contracts that fail to provide complete information or that contain ambiguous wording make it difficult for workers to understand their rights, obligations, and the legal consequences of their employment. Nihaya and Busro identified issues concerning wage amounts, payment procedures, and probationary clauses. discussed the protection of workers under agreements that conflict with applicable law. These studies provide a conceptual basis for examining the substance of employment contracts as an instrument of legal compliance. The existence of signatures from both parties is insufficient to establish that an agreement has fulfilled all legal requirements, and any allegation of incompleteness or invalidity at Tunon Taka must be verified through documents directly related to the research subject.

The quality of employment administration and documentation determines the traceability of the fulfilment of workers' rights. The recording of employment contracts, length of service, wage payments, amendments to contractual provisions, and the fulfilment of obligations upon termination supports the accountability of both parties. When documentation is not properly organised, the evidentiary process meets obstacles whenever differences in interpretation or disputes arise, and both workers and employers may struggle to demonstrate which obligations have been fulfilled. Record-keeping should be regarded not as a bureaucratic activity but as an integral part of the governance of employment relationships with legal implications.[48] The existence of documentation-related obstacles at the port must

[48] Harjanto and Gunadi, "Kepastian Hukum Bagi Pekerja PKWT Yang Mengalami Pemutusan Hubungan Kerja Sebelum Berakhirnya Masa Kontrak."

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be investigated through an examination of available documents so that the analysis does not rely on generalisations about contractual employment.

2.3 Bargaining Position, Legal Literacy, and Reluctance to Complain

Disparities in bargaining position between workers and employers may influence workers' capacity to obtain legal protection. Employers may exercise greater control over the formulation of contracts, work arrangements, and decisions on the continuation of employment, and workers may face limits in negotiating terms, particularly when income from the job is their primary financial necessity. Balik and Hetharie demonstrate that standard clauses in employment agreements may reflect unequal bargaining positions.[49] This gives an analytical basis for examining whether workers have limited opportunities to influence the content of their agreements. However, disparities in bargaining position do not in themselves establish a legal violation. Research at the port should investigate the contract-drafting process, the provision of information, and the opportunities available to workers to understand and question contractual clauses before giving their consent.

Workers' understanding of normative rights and contractual provisions also influences the implementation of protection. Workers who lack adequate understanding of provisions on wages, contract duration, probationary periods, or compensation may find it difficult to assess whether their agreements comply with the law, to collect supporting evidence, and to submit objections through available mechanisms. Harjanto and Gunadi observe that low labour-law literacy can leave rules that are designed to protect workers ineffective in practice, so that certainty remains formal rather than substantive.[50] Labour-law literacy therefore serves a preventive function by helping workers recognise their rights and obligations from the outset. The level of understanding among PKWT workers at the port cannot be presumed to be low without supporting evidence; its assessment requires direct statements from workers or other relevant sources.

Uncertainty about the continuation of employment may also influence workers' willingness to raise objections. Within fixed-term relationships, workers may weigh the consequences of complaining against the prospect of renewal, particularly when they do not yet fully understand the protections available to them. Theoretically, such considerations may discourage reporting and delay the identification of problems. This possibility must be distinguished from factual allegations of intimidation or detrimental action, which require separate evidence. In the context of this research, fear or reluctance to complain must be investigated through direct statements from the relevant parties rather than treated as an established condition at the research location.

2.4 Regulatory Disharmony and Divergent Interpretation

A structural obstacle lies in the legal framework itself. The Job Creation reforms rewired the PKWT rules while leaving parts of the Manpower Law in place, and Gunadi, Johan, and Sudiro show that the resulting relationship between the two regimes generates uncertainty about how a PKWT should be understood and applied.[51] Harjanto and Gunadi identify a specific point of disharmony between Article 62 of the Manpower Law and the compensation provisions of Government Regulation No. 35 of

[49] Balik and Hetharie, "Aspek Keadilan Klausula Baku Dalam Perjanjian Kerja Outsourcing."
[50] Harjanto and Gunadi, "Kepastian Hukum Bagi Pekerja PKWT Yang Mengalami Pemutusan Hubungan Kerja Sebelum Berakhirnya Masa Kontrak."
[51] Gunadi, Johan, and Sudiro, "Between the Job Creation Act and Labor Act: What's Specific Time Employee Agreement (PKWT)?"

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2021 and report differing outcomes in industrial relations adjudication. Borman and colleagues likewise stress that stakeholders need to coordinate in socialising the Job Creation Law and the implementing regulation, and that an institutional check on regulatory formulation is desirable. Where norms are unclear or inconsistent, both employers and workers may be uncertain about their rights and obligations, which weakens the preventive function of the law even before any question of enforcement arises.

2.5 Effectiveness of Labour Inspection

The effectiveness of labour inspection is an important factor in bridging the gap between written norms and the actual implementation of employment relationships. Adequate regulations do not necessarily guarantee the fulfilment of workers' rights if supervision is unable to identify non-compliance or follow up on complaints. Effective inspection requires clearly defined authority, adequate resources, systematic examination procedures, and coordination among the institutions concerned. In the context of PKWT, inspections may cover the conformity of job characteristics, the completeness of employment contracts, the fulfilment of normative rights, and compliance with the obligations stipulated by law.

Institutional design is relevant here. Under the regional government framework, labour inspection is a competence exercised at the provincial level, which means that effective supervision of a regency-level port such as Nunukan depends on coordination between provincial inspectors and regency manpower offices. Substantive and comprehensive supervision can function as an early detection instrument for non-compliance before it develops into a dispute.[52] Nevertheless, the effectiveness of inspection at Tunon Taka cannot be considered weak without information on how inspections are implemented, how complaints are followed up, and what the inspection findings are.

CONCLUSION

Legal protection for workers under Fixed-Term Employment Agreements (PKWT) is based on Law No. 13 of 2003 concerning Manpower, as amended, including through Law No. 6 of 2023, and Government Regulation No. 35 of 2021. In response to the first research question, such protection should take the form of preventive measures (contract scrutiny, recording, and information to workers), repressive measures (nullity of prohibited clauses, conversion into PKWTT where statutory conditions are unmet, compensation or damages, and access to dispute resolution), and institutional and collective measures (labour inspection and collective bargaining). It encompasses contractual clarity, certainty regarding the employment period, fulfilment of normative rights, occupational safety, and compensation payments. In the context of the International Port of Tunon Taka, Nunukan, these legal provisions serve as benchmarks for evaluating employment relationships.

In response to the second research question, the literature points to several factors that may weaken implementation: formal rather than substantive legal certainty, regulatory disharmony over early-termination remedies, unequal bargaining positions, limited legal literacy, weak administrative recording, uneven labour inspection, unclear coordination among parties, and inconsistent employer compliance. These factors are analytical hypotheses rather than established findings, because the actual conditions concerning the fulfilment of workers' rights at the port cannot yet be determined under a normative juridical approach. Legal protection must therefore be strengthened through legal compliance,

[52] Harjanto and Gunadi, "Kepastian Hukum".

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contractual transparency, effective supervision, and dispute resolution in accordance with applicable regulations. Future field research using the analytical matrix proposed in this article is necessary to identify how these legal provisions are implemented in practice and to extend the discussion of legal certainty and justice for workers in non-standard employment.

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