

Reformulating the Limits of Fixed-Term Employment Agreements in Repeated Contract Extension Practices to Prevent Abuse by Employers

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DOI:

<https://doi.org/10.47134/jcl.v3i3.1.5883>

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Received: 29/05/2026

Accepted: 30/06/2026

Published: 30/06/2026



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Abstract: *This study aims to analyze and reformulate the limits of Fixed-Term Employment Agreements (PKWT) in the Indonesian labor law system, as an effort to balance labor market flexibility and worker protection. This study uses a normative juridical method with a statutory and conceptual approach, examining the provisions in Law Number 13 of 2003 concerning Manpower as amended by Law Number 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation into Law, as well as Government Regulation Number 35 of 2021 concerning Fixed-Term Employment Agreements, Outsourcing of Working Hours and Rest Hours, and Termination of Employment. The research results indicate normative weaknesses in the form of unclear contract extension limits, multiple interpretations of norms, and weak supervision and law enforcement, which open up room for abuse of PKWT (Fixed Term Employment Agreements) in practice, such as the use of fixed-term contracts for permanent employment and repeated contract extensions without clear limits. Therefore, reformulation of PKWT regulations is needed by establishing a maximum extension limit, a cumulative duration limit, an automatic conversion mechanism to an Indefinite-Term Employment Agreement (PKWTT), and strengthened sanctions and oversight. This reformulation is expected to create legal certainty, prevent abuse, and realize equitable industrial relations.*

Keywords: *PKWT, employment, legal reform, worker protection*

Introduction

The development of employment relations in the modern employment system has led to a significant shift from conventional employment patterns that emphasize stability toward more flexible, adaptive employment relationships. (Adha, 2020) Economic globalization, the digital-based industrial revolution, and demands for production efficiency have driven the emergence of the concept of labor market flexibility as a new paradigm in industrial relations. In this regard, the orientation toward job security has gradually shifted toward labor-market adaptability, in which workers are required to be more dynamic and no longer tied to long-term employment relationships. (Nuraeni, 2020) This situation has led to an increase in the use of Fixed-Term Employment Agreements (PKWT) as a legal instrument that provides employers with flexibility. However, the

increasing use of PKWTs also raises fundamental issues related to workers' legal protection, as labor law, by its nature, aims to protect those in subordinate positions. Uncontrolled flexibility has the potential to erode the principle of fairness in employment relationships. (Shalihah, 2017)

Under Indonesian labor law, PKWTs have limited characteristics and are not intended for permanent employment. This provision was initially expressly stipulated in Article 56 and Article 59 of Law Number 13 of 2003 concerning Manpower, which differentiates between Fixed-Term Employment Agreements and Indefinite-Term Employment Agreements (PKWTT), and stipulates that PKWT can only be applied to certain jobs that, by their type and nature, will be completed within a certain time. (Lestari, 2022) This limitation reflects the philosophy of protecting workers from prolonged job uncertainty. In addition, the limitations on the duration and extension mechanism of PKWT in this provision indicate that, conceptually, PKWT is an exception to permanent employment relationships, so its application must be carried out strictly and not misused for efficiency alone. (Puspitaningtyas, 2024)

The development of PKWT regulations has undergone fundamental changes with the enactment of Law Number 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation as a Law that replaces the previous regime, as well as its technical regulations in Government Regulation Number 35 of 2021 concerning Fixed-Term Employment Agreements, Outsourcing of Working Hours and Rest Hours, and Termination of Employment. (Purba, 2024) In these provisions, especially Article 81, the amendments to Articles 56 and 59 of the Manpower Law have shifted the regulations to provide broader space for the use of PKWT, including greater flexibility in determining the term and extension of the contract. Articles 8 and 9 of Government Regulation Number 35 of 2021 even allow the determination of the PKWT term based on an agreement between the parties, subject to a maximum limit. (Wongkaren, 2022) This change reflects a paradigm shift from a protective approach to one that emphasizes labor market flexibility, but it also raises the issue of inconsistent norms and the potential for multiple interpretations in its implementation.

In Indonesian employment practices, the phenomenon of repeated contract extensions demonstrates a gap between legal norms and social reality. Many workers are continuously employed under fixed-term contracts (PKWT) without ever attaining permanent status, even resorting to formal contract breaks to circumvent legal provisions limiting extensions. (Harnani, 2025) This situation is common in the manufacturing, retail, and digital-based industries that rely on workforce flexibility. The unequal bargaining power between workers and employers further exacerbates this situation, with workers often accepting contract extensions without certainty to maintain their jobs. (Hakim, 2023) Thus, this practice demonstrates that PKWTs have shifted from a temporary legal instrument to a mechanism for maintaining flexible employment relationships on a permanent basis.

The practice of repeatedly extending PKWT (Working Permit) contracts is often accompanied by various forms of legal abuse, such as using PKWT for permanent work, extending contracts in a manner that substantially violates legal provisions, and avoiding severance pay obligations. Such practices can be classified as a form of legal abuse because they contradict the objectives of labor law to protect workers. (Hetiyasari, 2022) This

problem is exacerbated by normative weaknesses in PKWT regulations, including their open-endedness, the absence of a clear limit on the number of contract extensions, and weak sanctions for violations. Furthermore, limited labor supervision, as stipulated in Article 176 of Law Number 13 of 2003 concerning Manpower, and weak law enforcement have led to these violations becoming systemic and remain uncorrected. (Makadolang, 2024)

The impact of repeated PKWT practices is significant for worker protection, particularly through job insecurity, loss of the right to severance pay, and limited access to social security and long-term employment protection. More broadly, this condition may violate basic human rights principles in employment, particularly the rights to decent work and job security. (Toha, 2023) Compared with other countries, many legal systems have adopted anti-abuse clauses that limit the use of recurring employment contracts and automatically convert them into permanent employment relationships after a certain period. Therefore, in the context of Indonesian labor law, reformulating the limits of PKWT is an urgent need to create legal certainty, close loopholes for abuse, and balance the need for labor market flexibility and worker protection, so that the proposed direction of legal reform (*ius constituendum*) has a strong philosophical, juridical, and sociological basis.

Method

This research uses a normative juridical method that focuses on the analysis of applicable legal norms (law in books) by systematically examining primary, secondary, and tertiary legal materials. The approaches employed include a statute approach and a conceptual approach. The statutory approach is carried out by comprehensively reviewing various regulations related to Fixed-Term Employment Agreements, specifically the provisions of Law Number 13 of 2003 concerning Manpower, as amended by Law Number 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation into Law, and its implementing regulations, namely Government Regulation Number 35 of 2021 concerning Fixed-Term Employment Agreements, Outsourcing of Working Hours and Rest Hours, and Termination of Employment, to identify norms, principles, and regulatory inconsistencies related to the restrictions on PKWT. Meanwhile, a conceptual approach is used to examine doctrine, legal principles, and theoretical concepts in labor law, such as the principle of worker protection, the balance in industrial relations, and the prohibition on the abuse of law, thereby providing a strong theoretical foundation for formulating legal arguments and normative reforms. Through a combination of these two approaches, this research aims to identify legal gaps, normative conflicts, and weaknesses in existing regulations, which will then serve as the basis for formulating a concept to reform the limitations of Fixed-Term Employment Agreements, providing greater legal certainty and protection for workers.

Result and Discussion

Normative Construction of Fixed-Term Employment Agreements in the Indonesian Labor Law System

The normative construction of Fixed-Term Employment Agreements (PKWT) in the Indonesian labor law system is essentially part of the employment relationship regime, comprehensively regulated in Law Number 13 of 2003 concerning Manpower, as amended

by Law Number 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation into Law. Article 1, number 15 of Law Number 13 of 2003, stipulates that an employment relationship is a relationship between an employer and an employee based on an employment agreement, which includes elements of work, wages, and instructions. Based on these provisions, PKWT is a concrete form of employment relationship established by mutual agreement, while remaining within a regulatory and protective legal framework. (Ilela, 2024) Therefore, although employment agreements are, in principle, subject to the freedom of contract recognized in civil law, in the employment context, this principle is limited by imperative legal norms to protect workers, who are the structurally weaker party.

More specifically, the provisions regarding PKWT are set out in Article 56 of Law Number 13 of 2003, which states that employment agreements may be for a specified or indefinite period. This provision serves as the basis for distinguishing between PKWT and Indefinite-Term Employment Agreements (PKWTT). Furthermore, Article 59, as amended by Law Number 6 of 2023, stipulates that PKWT can be issued only for specific jobs that, by their nature or activities, will be completed within a specified period. (Effendy, 2023) This limitation reflects the fundamental character of PKWT as a temporary employment relationship, not a permanent one. This norm implicitly prohibits the use of fixed-term employment contracts (PKWT) for continuous work. Therefore, if this provision is violated, the employment relationship should legally be converted to a fixed-term employment contract (PKWTT) as a form of worker protection.

Further regulations regarding the types of work that can use a fixed-term employment contract (PKWT) and the implementation mechanism are stipulated in Government Regulation Number 35 of 2021 concerning Fixed-Term Employment Agreements, Outsourcing of Working Hours and Rest Periods, and Termination of Employment. Article 4 of Government Regulation Number 35 of 2021 emphasizes that fixed-term employment contracts (PKWT) may be issued only for work expected to be completed within a specified timeframe, seasonal work, work related to new products, new activities, or additional products still in the experimental or exploratory phase. Furthermore, Articles 5 and 6 stipulate that the PKWT must be written in Indonesian, and failure to do so will result in a change in status to a fixed-term employment contract (PKWTT). (Triasmono, 2025) This provision demonstrates that lawmakers have established fairly strict limits to prevent the misuse of PKWT (Fixed Term Contracts).

Regarding the duration and extension of PKWTs, Article 8 of Government Regulation Number 35 of 2021 stipulates that PKWTs can be based on a specific period or the completion of a specific job. Furthermore, Article 9 stipulates that PKWTs based on a specific time period are subject to a specific maximum limit, while PKWTs based on completion of work are subject to the completion of the work. (Hurriyati, 2022) However, this provision does not explicitly stipulate a cumulative limit on the number of contract extensions, leaving employers open to wide interpretation for repeated extensions. In this context, there has been a regulatory shift compared to the previous regime, which was more rigid in limiting PKWT extensions and renewals, creating potential legal uncertainty.

Beyond the technical regulatory aspects, the normative construction of PKWTs cannot be separated from the underlying legal principles, including worker protection, legal

certainty, and balance in industrial relations. The principle of worker protection is reflected in limiting the use of PKWT (Fixed Term Contract) to specific jobs, while the principle of legal certainty requires clear norms regarding the duration and extension of contracts. However, in practice, existing norms are open to multiple interpretations, particularly regarding the limits on PKWT extensions, potentially weakening legal protections for workers. Furthermore, the principle of balanced industrial relations, which should guarantee equal footing between workers and employers, becomes difficult to achieve when legal norms allow excessive flexibility without being balanced by effective control mechanisms. (Arsil, 2023)

An analysis of the normative construction of PKWT regulations shows that, although there is a comprehensive legal framework, substantial inconsistencies and weaknesses remain. The absence of clear limits on contract extensions, weak sanctions for violations, and the potential for multiple interpretations within legal norms indicate that the construction of PKWT within the Indonesian labor law system is not fully consistent with its original purpose as a limited employment relationship. (Permana, 2022) Therefore, an evaluation and reformulation of the provisions of Fixed-Term Employment Agreements (PKWT) are needed to ensure that the flexibility provided does not compromise the principles of worker protection and legal certainty in industrial relations.

Repeated PKWT Extensions and Legal Abuse in Employment Relations

The repeated extension of Fixed-Term Employment Agreements (PKWT) in Indonesian employment relations reveals a significant gap between applicable legal norms (*das sollen*) and their implementation on the ground (*das sein*). Normatively, the provisions of PKWT in Law Number 13 of 2003 concerning Manpower, as amended by Law Number 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation into Law, emphasize that PKWTs are only intended for certain temporary jobs, as stipulated in Article 59. However, in practice, many companies use PKWTs for permanent and ongoing work, thus substantially contradicting applicable legal norms. This phenomenon demonstrates the distortion of the function of Fixed-Term Employment Contracts (PKWT) from a temporary employment relationship instrument to a tool for permanent workforce flexibility.

One of the most prevalent forms of abuse is the practice of repeated contract extensions without clear limits. Although Government Regulation Number 35 of 2021 concerning Fixed-Term Employment Agreements, Outsourcing of Working Hours and Rest Periods, and Termination of Employment, through Articles 8 and 9, regulates the duration of Fixed-Term Employment Contracts (PKWT), these provisions do not explicitly limit the cumulative number of contract extensions. This normative loophole is exploited by employers to continuously extend PKWT-based employment relationships without ever appointing workers to PKWTT. Empirically, this practice is commonly found in the manufacturing, retail, and service sectors, where workers can be tied to contracts for years without certainty of employment status, creating unstable working conditions and vulnerabilities to exploitation.

Furthermore, a common practice is the use of fictitious contract break periods to circumvent legal requirements. In this practice, workers are deliberately "terminated" for a short period of time, then rehired under a new contract, formally appearing to be a new

employment relationship, while in fact substantially representing a continuation of the previous one. This practice contradicts the spirit of the restrictions on fixed-term employment contracts (PKWT) as stipulated in Article 59 of the Manpower Law, as it ignores the principle that PKWTs may not be used for continuous work. This phenomenon indicates a systematic attempt to abuse the law by exploiting weaknesses in the formulation of the norm.

The primary factor driving the abuse of PKWTs is the unequal bargaining power between workers and employers. In practice, workers often find themselves in a position where they have no choice but to accept contract extensions, even without certainty of employment status, due to limited employment opportunities. This situation is exacerbated by weak labor oversight, as stipulated in Article 176 of Law Number 13 of 2003 concerning Manpower, which has not been effectively implemented. The limited number of supervisors and the lack of an effective complaint mechanism mean that violations of the PKWT are rarely detected or prosecuted.

On the other hand, weak law enforcement also contributes to the abuse of PKWT. Although there is a mechanism for resolving industrial relations disputes as stipulated in Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes, in practice, this process is often time-consuming and expensive, making it inaccessible to workers. As a result, many workers choose not to fight for their rights and continue to accept uncertain working conditions. This indicates that structural barriers to workers' access to justice ultimately reinforce employers' dominant position in employment relations.

The practice of repeatedly extending PKWTs in Indonesia not only violates legal norms but also demonstrates systemic weaknesses in the regulation and enforcement of labor law. This gap between norms and practice confirms that the current PKWT regulations are ineffective in preventing abuse, necessitating a more stringent and comprehensive reformulation of these norms. Without legal reforms that can close loopholes for abuse and strengthen oversight and enforcement mechanisms, fixed-term employment contracts (PKWT) will continue to have the potential to be used as an instrument of labor exploitation, contrary to the principles of justice and protection under labor law.

Reformulating the Limits of Fixed-Term Employment Agreements as an Effort to Reform Labor Law

Reformulating the limits of Fixed-Term Employment Agreements (PKWT) in the Indonesian labor law system is an urgent need to strike a balance between labor market flexibility and worker protection. The current provisions contained in Law Number 13 of 2003 concerning Manpower, as amended by Law Number 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation into Law, and its implementing provisions in Government Regulation Number 35 of 2021 concerning Fixed-Term Employment Agreements, Outsourcing of Working Hours and Rest Periods, and Termination of Employment, still leave normative gaps, particularly regarding the limitations of contract extensions, which are not explicitly regulated. Therefore, the reformulation of norms must be directed at strengthening the substance of Article 59 of the Employment Law by adding limitative provisions that explicitly limit the practice of extending PKWT so that it does not deviate from its original purpose as a temporary employment relationship.

One concrete step is to clearly establish a maximum number of extensions of a PKWT (Working Permit) in legislation. For example, a PKWT can be extended only once for a specified duration, after which it must be reassigned to an Indefinite-Term Employment Agreement (PKWTT) if the work continues. Furthermore, a maximum cumulative duration should be set, for example, no more than three or five years in total, regardless of the extension or renewal scheme. This regulation is crucial to address the loophole in the practice of repeated contract extensions, which has arisen from the lack of clear limits in Articles 8 and 9 of Government Regulation Number 35 of 2021, thereby providing legal certainty for workers and employers.

The reforms should also include a mechanism for automatic conversion from a PKWT to a PKWTT in the event of a violation of these limits. This mechanism can be emphasized in new regulations as an imperative legal consequence, independent of a worker's lawsuit. Thus, if an employer is proven to have extended a contract beyond the specified limit or used a PKWT for permanent work, the employment relationship will automatically be legally converted into a PKWTT. This approach aligns with the principle of worker protection and has been implemented in various legal systems in other countries as part of the anti-abuse clause principle.

In addition to normative restrictions, strengthening legal sanctions is also a crucial aspect in reformulating regulations on PKWT (Fixed-Term Work Agreements). Currently, sanctions for violations of PKWT provisions are relatively weak and lack a deterrent effect. Therefore, it is necessary to impose stricter administrative sanctions, including significant fines, mandatory additional compensation payments to workers, and restrictions on business activities for companies that commit repeated violations. Furthermore, criminal sanctions should be considered as an *ultimum remedium* in certain cases, especially when violations are systematic and cause significant harm to workers.

Reformulation of PKWT regulations must also be accompanied by strengthening oversight and law enforcement mechanisms. In this regard, it is necessary to increase the capacity and number of labor inspectors, as mandated by Article 176 of Law Number 13 of 2003 concerning Manpower, as well as to develop a digital-based supervision system to more effectively monitor employment practices. Furthermore, it is necessary to establish a reporting mechanism that is easily accessible to workers, including whistleblower protection, so that workers are not afraid to report violations. This reform must also include simplifying the process for resolving industrial relations disputes to make them faster, more affordable, and more effective.

Reformulating the limits of PKWT (Fixed Term Work Agreements) as part of labor law reform must be carried out comprehensively, not only in terms of norms but also in terms of implementation and enforcement. This approach aims to create a legal system that not only provides flexibility for businesses but also ensures fair protection for workers. By establishing clear limits, automatic conversion mechanisms, strengthened sanctions, and optimized oversight, it is hoped that future PKWT regulations will close the gap on abuse and create more equitable and sustainable industrial relations.

Conclusion

The conclusion of this study indicates that the normative construction of Fixed-Term Employment Agreements (PKWT) in the Indonesian labor law system, as stipulated in Law Number 13 of 2003 concerning Manpower, as amended by Law Number 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation into Law, and further regulated in Government Regulation Number 35 of 2021 concerning Fixed-Term Employment Agreements, Outsourcing of Working Hours and Rest Periods, and Termination of Employment, conceptually still positions PKWT as a limited employment relationship. However, in terms of implementation, there is a significant gap between legal norms and field practice, particularly regarding repeated contract extensions that lack clear limits. This situation is exacerbated by normative weaknesses, including multiple interpretations of the regulations, the absence of explicit cumulative restrictions, and weak sanctions and oversight. As a result, in practice, PKWT (Fixed Term Employment Agreements) are often misused to evade employers' obligations to workers, thereby contradicting the principles of worker protection, legal certainty, and fairness in industrial relations. Therefore, it can be concluded that current PKWT regulations do not fully ensure a balance between labor market flexibility and the protection of workers' rights.

The recommendations in this study emphasize the need for a comprehensive reformulation of PKWT regulations by revising legal norms that are more stringent and implementable. Lawmakers need to explicitly establish a maximum number of extensions and a cumulative limit on the duration of PKWTs, as well as a mechanism for automatic conversion to an Indefinite-Term Employment Agreement (PKWTT) in the event of a violation. Furthermore, strengthened administrative sanctions and, in certain circumstances, criminal sanctions are needed to deter employers who commit abuse. From an institutional perspective, labor supervision must be strengthened in terms of both the number and quality of supervisors, and supported by a transparent and accountable technology-based monitoring system. Furthermore, the mechanism for resolving industrial relations disputes must be simplified to make them more accessible to workers. With these steps, it is hoped that future labor law reforms will create a fairer system, provide legal certainty, and protect workers without neglecting the need for flexibility in the business world.

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