

## **The Impact of Omnibus Law Creation of Employment on Contract Workers From a Legisprudence Perspective**

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### **Abstrak**

*Pemberlakuan Undang-Undang Nomor 11 Tahun 2020 tentang Cipta Kerja (UU No.11/2020), mendapat penolakan dan menimbulkan opini-opini ketidakpuasan dari sebahagian besar masyarakat Indonesia dengan tingkat persepsi hukum yang berbeda-beda. Namun ada salah satu hal dari permasalahan UU No.11/2020 ini yaitu terdapat beberapa perubahan ketentuan mengenai perjanjian kerja waktu tertentu (PKWT) yang dikhawatirkan akan menimbulkan permasalahan dalam implementasinya. Salah satunya adalah terkait perubahan ketentuan tentang jangka waktu untuk dapat dilakukan perjanjian kerja waktu tertentu yang lamanya ditentukan oleh perjanjian kerja dan tidak diatur mengenai batas maksimalnya dalam undang-undang. Tujuan penelitian ini adalah untuk menganalisa pengaturan UU No.11/2020 terhadap perlindungan hukum tenaga kerja dengan perjanjian kerja waktu tertentu (PKWT) dalam perspektif pembentukan hukum nasional atau undang-undang yang dibuat dengan teknik omnibus law. Tipe penelitian yang digunakan adalah tipe penelitian hukum normatif dengan pendekatan perundang-undangan dan pendekatan konseptual. Bahan-bahan hukum yang digunakan berupa primer, sekunder, dan tersier. Teknik pengumpulan bahan hukum yang dengan menganalisa dan mengutip perundang-undangan yang berlaku. Hasil dari analisis menunjukkan bahwa terdapat beberapa perubahan terkait aturan-aturan mengenai perjanjian kerja waktu tertentu dalam UU No.11/2020 dan terhadap perubahan-perubahan tersebut masih ditemukan beberapa permasalahan serta kekosongan hukum pada beberapa ketentuan, sehingga pemerintah patut menerbitkan peraturan pemerintah dan/atau peraturan pelaksana lainnya yang dianggap perlu untuk menangani permasalahan tersebut.*

*Kata kunci: kepastian hukum; perjanjian kerja waktu tertentu; undang-undang cipta kerja*

### **Abstract**

The enactment of Law No. 11 of 2020 concerning Job Creation (Law No. 11/2020), was rejected and caused discontent opinions from most Indonesians with different levels of legal perception. However, one of the problems with Law No. 11/2020 is that there are several changes to the provisions regarding a certain time work agreement (CTWA) which are feared to cause problems in its implementation. One of them is related to changes in the provisions regarding the period of time for which a work agreement can be made for a certain time, the length of which is determined by the work agreement and is not regulated regarding the maximum limit in the law. The purpose of this study is to analyze the regulation of Law No. 11/2020 on the legal protection of workers with a certain time work agreement (CTWA) in the perspective of national law formation or laws made using omnibus law techniques. The type of research used is a normative legal research type with a statutory approach and a conceptual approach. The legal materials used are primary, secondary, and tertiary. Techniques for collecting legal materials by analyzing and citing applicable laws and regulations. The results of the analysis show that there are several changes related to the rules regarding certain time work agreements in Law No. 11/2020 and against these changes there are still some problems and legal voids in some provisions, so the government should issue government regulations and/or other implementing regulations deemed necessary to deal with the problem.

Keywords: certain time work agreement; job copyright law; legal certainty

### **Introduction**

A work agreement is an agreement between a worker/laborer and an entrepreneur or employer that contains the terms of work, rights, and obligations of the parties. The work agreement is divided into two, for a certain time and not for a certain time. Employment cases in Indonesia are very diverse. In fact, the problems surrounding employment are so complex that they require legal protection. Almost all fields of work have minimal legal protection, almost never being registered with the Manpower and Transmigration Office as a result of weak legal protection for contract workers (Wijayanti 2014). The existence of an imbalance between the position of workers and employers requires the state to provide protection through laws and regulations. In addition, legal rules that contain defects in substance can result in social conflict (Rahayu and Wijayanti 2020).

The concept of omnibus law is a new concept used in the Indonesian legal system. This system is usually referred to as the universal sweep law because it can replace several legal norms in one regulation. In addition, this concept is also used as a mission to cut some norms that are considered

not in accordance with the times and are detrimental to the interests of the state (Kurniawan 2020). In addition, this concept is also used as a mission to cut down some norms that are considered incompatible with the times and are detrimental to the interests of the state. Indonesia is indeed a country that has many regulations. Even the figure in 2017 has reached 42,000 (forty-two thousand) regulations. In terms of economy and investment, the government has mapped out 74 (seventy-four) laws that have the potential to hinder the economy and investment.

Law No. 11 of 2020 concerning Job Creation (referred to as Law No. 11/2020), of course, was formed not without reason. This can be further reviewed in the academic text of its formation, namely in CHAPTER IV, the philosophical, sociological, and juridical foundations of the academic text of Bill No.11/2020. Philosophically, Bill No.11/2020 was born based on Article 27, paragraph (2) of the 1945 Constitution, which stipulates basic rights for citizens to have decent work. Sociologically, the government sees that Indonesia will experience a demographic bonus situation in 2030, so it needs to be used as best as possible for the development process. Then juridically, the legislation that has been in effect is seen as unable to accommodate the progress of science and technology. There is still a state of hyper-regulation, as well as weak enforcement of the existing laws and regulations. We could see that the legal politics in the formation of Bill No.11/2020 intends to boost the quality of Human Resources (HR) in the future, accompanied by an increase in investment value and bureaucratic cuts. (Chandranegara 2020).

The implementation of public participation in the process of drafting Bill No.11/2020 using the omnibus law formation method has also drawn controversy. The bill is often seen as having minimal public participation from the community, even though it has been stipulated and ratified on November 2nd, 2020. This track record can be seen especially when the KontraS team requested information disclosure from the draft Bill No.11/2020 on January 28th, 2020 (Princess 2020). Apart from KontraS, there are other complaints about the process of public participation in the formation of Bill No.11/2020, which will be discussed further in this paper. The difficulty in accessing the draft can be considered as the main difficulty in implementing the public participation process by the community, considering the principle of openness of Law Number 12 of 2011 concerning the Formation of Legislations requires an openness component, so that it can continuously produce a process quality participation from all walks of life.

The discussion on evaluating the performance of legislation with this legislative approach needs to be carried out in line with the introduction and use of the omnibus law in the formation of Law No. 11/2020. According to Black's Law Dictionary (Black 1999). Omnibus is a legislative practice that formulates and combines a number of different regulatory sectors into a single bill.

The definition above shows that legal products with the omnibus technique will override several laws that are related and intersect with each other so that the purpose of making laws using the omnibus method can be achieved without high costs. As a method of choice for the formation of laws and regulations, the omnibus is believed to streamline the implementation of the legislation process, prevent deadlock in the draft deliberation process in parliament, streamline the legislation budget, and can build harmonization at the level of legislation. But on the other hand, omnibus also has a weak aspect. Some of them are the nature of the formation technique that is too pragmatic, reduces accuracy and prudence, and limits the space for public participation so that it tends to be undemocratic.

The performance of legislation played by the People's Representative Council and the President has triggered a legislative political crisis. Legisprudence, introduced by Wintgens in Legisprudence (Wintgens 2012), A New Theoretical Approach to Legislation is an approach that emphasizes the study of the rationality of legislation in theory and practice. The way it works

examines the process of law formation with an analysis of openness and participation. Social legitimacy is the basic idea to represent the rationality of law formation. Public participation is the main basis in the process of forming laws, starting from the initiative to the level of enactment. This effort is made to reflect people's will as the basis for the work of the social contract in the practice of legislation. Through the legislative approach, at least the standards for the formation of laws starting from the initiative, discussion, approval, ratification, and promulgation, cannot be interpreted as merely an orderly procedure but also the quality of the process of forming a law.

Article 1, paragraph (15) of Law No. 11/2020 explains that "employment relationship is the relationship between employers and workers based on work agreements that have elements of work, wages, and orders." Employment agreements based on Article 56 of Law No. 13 of 2003 concerning Manpower (referred to as Law No. 13/2003) in conjunction with Article 56 of Law No. 11/2020, are divided into two types, namely, Specific Time Work Agreements (CTWA), and Unspecified Time Work Agreements (UTWA). CTWA is based on the period of completion of a certain job or commonly called contract workers, while UTWA has an unlimited period or is called a permanent worker. In terms of the working relationship, employers prefer the work contract system to permanent workers (Hanim 2014) because the employer gets permanent workers who are at a disadvantage.

The existence of CTWA in Indonesia is regulated in Law No. 11/2020, and further provisions are regulated through Government Regulation No. 35 of 2021. The existence of this regulation aims to ensure that both workers and employers receive the same legal protection in carrying out work relations based on a certain time work agreement. CTWA still has a negative impact on workers even though it has been regulated by law. Companies/entrepreneurs can enter into work contracts beyond the time limit regulated by law. In practice, a company can enter into a prolonged contract beyond the time limit stipulated in the law. One of the reasons why companies are reluctant to assign workers/laborers to be (UTWA) is because of the issue of wages. The provision of wages for workers is used as the basis for employers to use workers to put pressure on them because employers feel "the position of workers is lower than the employer (Sugiarti and Wijayanti 2020).

However, after the enactment of Law No.11/2020, many workers rejected the law because the law contained regulations that were considered detrimental to workers, especially in Chapter IV, which regulates employment (Matompo and Izziyana 2020). One of the reasons the workers rejected Law No.11/2020 was related to several changes to the provisions governing certain time work agreements (CTWA), especially regarding the period for certain time work agreements to be carried out.

Research from Erlangga Bagus Setiyawan, Sandy Maldini, and Imam Budi Santoso's research (2021) with the title "Comparison of the Employment Cluster Law on Employment Creation with Law no.13 of 2003 concerning Employment Concerning the Status of Certain Time Employment Agreements", focuses on the status of Certain Time Employment Agreements (CTWA) in Law No.13/2003 and issues regarding opportunities for workers to obtain permanent employment status after the enactment of Law No.11/2020. A similar study was also conducted by Isdian Anggraeny and Nur Putri Hidayah (2021) with the title "The Validity of a Specific Time Work Agreement with the Concept of Remote Working in the Perspective of the Job Creation Act", focused on the pattern and validity of CTWA with the concept of remote working in the perspective of Law No. 11/2020. And research by Ranti Amya Qalbia and Deddy Effendy (2022) focuses on the implementation of rights that arise for workers due to Termination of Employment carried out by companies according

to Law No. 11/2020. Meanwhile, this research focuses on the legal protection of workers with a certain time work agreement (CTWA) from the perspective of national law formation or laws made using omnibus law techniques.

Based on this background, in this paper, the researcher is interested in studying the legal protection of labor with a certain time work agreement (CTWA) from the perspective of the formation of national law or laws made using the omnibus law technique.

### **Research Methods**

Legal research is a scientific activity based on certain methods, systematics, and thoughts, which aims to study one or several certain legal phenomena by analyzing them (Gunawan Suryoputro and others 2012). This research is descriptive normative juridical, using secondary data with primary and secondary legal materials. Problem-solving in this study uses a statutory approach, a case approach, and a conceptual approach with techniques and qualitative data collecting.

### **Results and Discussion**

#### **Legal Protection for Workers in Certain Time Work Agreements (CTWA)**

The basis of contract workers is a Specific Time Work Agreement (CTWA). This type of agreement is based on certain work made based on the agreement of the parties. If the case of certain jobs agreed in the CTWA cannot be completed according to the agreed length of time, then the CTWA period is extended until a certain time limit until the completion of the work. If the contract is about to expire and the work carried out has not been completed, the employer can extend the CTWA for a period according to the agreement between the employer and the worker himself. Meanwhile, CTWA based on a certain period can be held for a maximum of 5 years, including the extension (Achmad and others 2021).

Article 81 point 12 of Law No.11/2020, which amends Article 56 of Law No.13/2003 paragraph (3), stipulates that the completion period of a work agreement for a certain time is determined in the work agreement. Law No.11/2020 also stipulates that further provisions regarding a certain time work agreement based on a period or the completion of a certain work are regulated in a Government Regulation. Then the rules are further regulated in Government Regulation No. 35 of 2021 concerning Work Agreements for Certain Time, Outsourcing, Working Time and Rest Time, and Termination of Employment. In the government regulation, the period of work agreement for a certain time is distinguished for a certain time work agreement based on the period, a certain time work agreement based on the completion of a certain job, and a certain time work agreement for certain other jobs whose types and nature or activities are not permanent. For a certain time work agreement based on a period consisting of work that is estimated to be completed in a not-too-long time, seasonal work, or work related to new products, new activities, or additional products that are still under trial or exploration, can be implemented for a maximum of 5 (five) years. For a certain time work agreement based on the completion of a certain work which consists of work that is once completed and work that is temporary in nature, can be carried out for a period of time based on the agreement of the parties. Meanwhile, for a certain time work agreements for certain other jobs whose type and nature or activities are not permanent, it can be done with a daily work agreement with a maximum period of not exceeding 3 (three) consecutive months (Rosifany 2019).

Then another problem is regarding the extension and renewal of work agreements for a certain time. Extensions can be made a maximum of once for a maximum of one year, while renewals can be made a maximum of once for a maximum period of two years. However, the renewal of the agreement can only be carried out after the thirty-day grace period has expired. While in Law No. 11/2020, which is then regulated in more detail in the Government Regulation No. 35 of 2021, the

provisions regarding the extension of a certain time work agreement differ depending on the type of certain time work agreement used. For a certain time work agreement based on a period, the extension can be done several times, with an unlimited number. But the maximum time between the start of the work agreement for a certain time and all extensions is not to exceed 5 (five) years (Tampongangoy 2013). For a certain time work agreement based on the completion of a certain job, an extension can be made until the completion of the work, but for how long the maximum time is not determined. Then, for a certain time work agreements for certain other jobs whose type and nature or activities are not fixed. There is no regulation regarding extension because it uses the daily work agreement model.

The term of a certain time work agreement can only be made for a maximum of two years, it can only be extended once for a maximum period of one year, or it can be renewed a maximum of once for a maximum of two years. As for the type of work itself, not all work can be used as the object of a work agreement for a certain time, but only certain jobs, namely: work that is completed once or is temporary, work whose completion is estimated to be a maximum of three years, seasonal work, and work related to new products, new activities, or additional products that are still under trial or exploration. However, in its implementation, it is not uncommon for a certain time to work agreement to be carried out for work that is permanent and the execution time of the work exceeds the specified time limit (Permatasari 2018).

Government Regulation No. 35 of 2021 regulates the maximum period an agreement can be implemented. But for a certain type of work agreement, it is based on the completion of a job. The maximum length of the agreement that can be implemented is not specifically determined. The government regulation only stipulates that a certain time work agreement based on the completion of a job can be carried out within a period of time-based on the agreement of the parties as outlined in the agreement and adjusted to the length of time for the completion of the work (Azis and others 2019). This raises the question of projects that take years. Thus, a certain time work agreement will also be carried out for a long period of years following the completion of the project. Not to mention it is also possible to extend this type of work agreement with an indefinite time limit based on the completion of the work. This further creates legal uncertainty regarding the maximum length of time that can be carried out on this type of work agreement.

In early 2020, the government passed Law No. 11/2020 using the omnibus law concept. The law is used by the government to be used as a scheme to build the Indonesian economy so that it can attract investors to invest in Indonesia. Law No. 11/2020 has 11 clusters, one of which regulates employment. This cluster includes three laws that were merged into one, namely Law No. 13/2003, Law Number 40 of 2004 concerning the Social Security System (Law No. 40/2004), and Law Number 24 of 2011 concerning the Social Security Administering Body (Law No. 24/2011). The amalgamation of the law with the omnibus law technique does not abolish the previous law, but only updates the regulation, so that Law No. 13/2003, Law No. 40/2004, and Law No. 24/2011 are still valid and become positive law as long as in Law No. 11/2020 does not regulate it. However, the juridical consequences when a law is merged, the arrangement must be in line with legal principles. But in practice, the enactment of Law No. 11/2020 and the issuance of Government Regulation No. 35/2021 caused legal problems in the form of a conflict of norms (antinomy norm), so that later on October 15, 2020, Law No. 11/2020 conducted a judicial review to the Constitutional Court. The petitioner for judicial review argues that the touchstone for the object of formal examination requested by the petitioners is the establishment of Law No. 11/2020, which is not in accordance with the formation

of the law as regulated in Law N. 12 of 2011 concerning the Establishment of Legislation as amended by Law Number 15 of 2019 concerning Amendments to Law Number 12 of 2011 concerning the Formation of Laws (Law No. 15/2019).

The emergence of Law No. 11/2020 and the issuance of Government Regulation No. 35/2021 as a derivative regulation are expected to be the best way to regulate the rights of CTWA workers who are laid off. But instead, it creates disharmony and legal problems in the form of conflict norms (antinomy norms). It is known in the case of layoffs of CTWA workers during the contract period. Article 62 of Law No.13/2003 expressly stipulates the obligation to the entrepreneur to provide compensation in the number of the worker/laborer's wages until the expiration of the term of the work agreement. As a derivative regulation of Law No. 11/2020, Government Regulation No. 35/2021 requires employers to provide compensation money, the amount of which is calculated based on the CTWA period that has been implemented by the worker/laborer if a CTWA worker is laid off.

The birth of Government Regulation No. 35/2021, a derivative regulation of Law No. 11/2020, has not yet become a forum for legal protection in the theory of legal goals that are just, certain, and beneficial. This is based on the practice that occurs in the field for CTWA workers who are hired by employers for permanent jobs. Then, CTWA workers who are laid off during the contract period are given compensation money that is not commensurate with their work. Whereas in principle, the purpose of the law is the achievement of justice, expediency, and legal certainty. Reviewing the regulations contained in Article 59, paragraph (3) of Law No. 11/2020 states that CTWA s that do not meet the provisions as referred to in paragraphs (1) and (2), by law, become CTWA s. So that if CTWA workers who are employed for permanent work are laid off during the contract period, the employer is obliged to give CTWA workers the same rights as UTWA workers. This is solely to ensure the legal protection of CTWA workers who are laid off during the contract period to create legal goals that are just, certain, and beneficial (Sunarno 2009).

Concerning these problems, it is fitting for the attention of the government to make arrangements. This is to provide legal certainty for the protection of workers, which aims to ensure the continuity of a harmonious working relationship system.

### **Omnibus Law in the Practice of Establishing Law No. 11/2020**

When viewed from the legal politics of its formation, Law No. 11/2020 was drafted to change several statutory provisions into one law. From a procedural point of view, such conditions become quite complex. This is because positive law currently only recognizes changes to the law using a single subject rule system, or changes are only possible in one type of regulation. This then became a fundamental problem for the President and the People's Representative Council when initiating this bill. There are no standard rules of the game, so each law-forming institution is very loose in determining the procedures at each stage of law-making (Asshiddiqie 2020).

By referring to the principle that touches many laws at once, we can find it in the academic text of the Job Creation Bill. Right on page 24 of the academic text of the Job Creation Bill, it has been explicitly stipulated that the drafting of the bill uses the technique of the omnibus law. The process is called omnibus legislation, and the legal product formed of this method is called the omnibus bill. This method is an option for the legislature because it changes many laws relating to investment, Micro, Small, and Medium Enterprises (MSMEs), and human resource development which are too many to be discussed under the usual procedural Formation of Legislations Law (the single subject rule). The 11 clusters and 79 laws are influenced by the strategy of the government's legal politics as stated in Chapter IV of the academic text of the Job Creation Bill, which is oriented towards increasing investment value, protecting MSMEs, developing human resources, as well as

simplifying bureaucracy and licensing. Then, regarding the position of legal products, the omnibus law causes the product to stand as a legal umbrella. The systematization of the legal umbrella is known to have a higher position than the law formed by law in general (Fitryantica 2019). Hans Nawiasky, in his refinement of Hans Kelsen, once suggested the nature of norms that must be tiered. A norm will apply, originate, and be based on a higher norm, just like a higher norm that applies, originates, and is based on an even higher norm. The theory is, of course, coherently related to the provisions in Article 7, paragraph (1) of the Formation of Legislations Law. By referring to the Stufenbau theory, which has been regulated in Article 7 paragraph (1) of the Formation of Legislations Law, the application of the Job Creation Bill with the omnibus law method can provide problems in its application in Indonesia, especially regarding the position of legislation.

The formulation of the model of Law no.11/2020, which was passed on November 2, 2020, is the implementation of omnibus legislation that changes and/or revokes several laws at once. This can be seen clearly, in each sector of the cluster Law no.11/2020 amends and/or revokes the entire composition of the affected law, but only a few parts are related to the politics of copyright law. With this model of legislation, it can be understood that the applicability of Law No. 11/2020 can stand as a newer law to the exclusion of an older law (*lex posterior derogat legi priori*). If it is related to the principle of *lex posterior derogat legi priori*, the main limitation of the applicability of this principle is the existence of a derogation norm where the derogation norm changes and/or revokes the validity of the old law (Irfani 2020). The existence of derogation norm tips is found in Law No. 11/2020, which only partially amends and/or repeals existing laws. Based on this analysis, the process of transplanting from the umbrella of laws in Indonesia cannot be implemented. But in this case, the regulations that were born at the level of the law using the omnibus law method can be equated with the law. Its validity is *lex posterior derogat legi priori*.

In the ratification stage, the abnormality of the legislative function was read with the absence of accountability in the ratification of Law No. 11/2020. There is a gap between the manuscripts that have received mutual consent and the texts that will be legalized for promulgation. Several new articles appear, then some clauses are omitted. This finding is unusual because post-approval is not possible to make substantive changes to the body of the bill. In addition, the editorial defects found in the body of Law No. 11/2020 emphasize that political decision-making in its ratification is not based on the principle of prudence. The President and his staff made a fatal mistake without first reading and evaluating the draft of the bill to be ratified. In politics and legislative techniques, Stefanou & Xanthaki (Xanthaki 2013) call this condition a symptom of syntactic ambiguity. Syntactic ambiguity is the result of unclear sentence structure or poor placement of phrases or clauses. Fundamental errors in the building of Articles of Law No. 11/2020 do not reflect the principle of clarity of formulation and create legal uncertainty at the practical level. The government's move to encourage improvement efforts through two-way distribution is unconstitutional. There are two reasons behind this. First, the law that has been promulgated by the People's Representative Council together with the President must be considered expired or completed and also has binding legal force. Second, both in the Constitution and the Formation of Legislations Law, Distribution II is not regulated and is known as the forms and stages in the formation and amendment of laws and regulations. Therefore, errors in the substance and structure of the law can only be corrected through two channels, namely, changes to the law or by issuing a government regulation in lieu of law (Anggono 2020).

The decision of the Constitutional Court in Number 91/PUU-XVIII/2020 creates ambiguity like ordering the legislators to make improvements within a maximum period of 2 (two) years since this decision was pronounced, and if within the grace period no corrections are made then Law No. 11/2020 becomes permanently unconstitutional. If we look closely at the formal and material tests, the Constitutional Court's Decision Number 91/PUU-XVIII/2020 provides an overview of the legal development conditions for the formation of laws and regulations in Indonesia, especially in the field of manpower, which experienced a setback after the enactment of Law No. 11/2020 with its derivative regulations. The Constitutional Court's decision is the opposite, as if giving a discount to the legislature to correct it within two years since the decision of the Constitutional Court's decision. If you adopt the view of formalistic legalists, the consequences should be a law that is proven to be formally flawed, because the granting of a formal review of the law will have an impact on the cancellation of the law as a whole, while a material review will not cancel a law as a whole, it only states in part, an article, paragraph, or phrase that is contrary to the 1945 Constitution of the Republic of Indonesia, so that as long as no material content is granted for a judicial review, the decision of the Constitutional Court Number 91/PUU-XVIII/2020 is seen to be materially valid until the formation is corrected according to the grace period as determined in the decision, the article meaning, paragraphs, or phrases contained in Law No. 11/2020 remains a positive law. So that everyone is still subject to the provisions of Law No. 11/2020 (Aponno and Arifiani 2021).

The decision of the Constitutional Court is a strong message for the President and the People's Representative Council to pay attention to aspects of legality, validity, participation, openness, prudence, and acceptability in the process of forming a law. In Indonesia, it is important to pay attention to the procedure for making laws, considering that the law is one of the most important sources of law in the administration of the state and government. That is, the law is used as the legal basis for carrying out state and government actions. As described by Harijanti, from the perspective of the rule of law, the law used as the basis for such action must be produced from a procedure that is also regulated by law, which is subject to the principles of legislative due process. This principle requires a certain degree of deliberation by regulating the legislative process to produce quality laws. Harijan (Dhikshita and others 2022) refers to the thesis previously developed by Murphy (Murphy 2017), which states that procedural justice is largely determined by the quality of the process and decision-making by policymakers. The criteria for procedural justice are determined by: (1) legal compliance from legislators; (2) neutrality, in the sense that every political decision-making is consistent with the prevailing principles and norms; (3) trustworthiness, there is transparency starting from the planning stage to the promulgation; (4) "voice" in the sense that there is an alternative provided by the state when people sue the process and quality of the legislation. At this point, the legislative approach becomes very important in overseeing the legislative performance of the President and the People's Representative Council in the future. This is because the quality of democracy will eventually regress due to lawfare problems, namely the abuse of law and law enforcement agencies by political actors for political purposes. This legal politicization tactic undermines the protection of human rights, undermines the rule of law, and corners the work of civil society activists, especially those in opposition. Manipulation of the regulations formation or changes to legal rules is solely aimed at strengthening the power of the government.

### **Conclusion**

Legal protection and welfare for workers are the duty of the government. One form of welfare is to make policies by revising Law No. 13/2003 with Law No. 11/2020 and its derivatives, Government Regulation No. 35 Years. Law No.11/2020 has provided answers to problems regarding compensation at the end of the employment relationship with the addition of Article 61A.

The article stipulates that when the work agreement for a certain time ends, the entrepreneur is obliged to provide compensation money to the worker whose amount is adjusted to the working period of the worker concerned. However, after the enactment of Law No. 11/2020, there are still several problems that deserve attention, including there is no limit on the maximum period for certain types of work agreements based on the completion of a particular job, there are no legal consequences if the agreement certain time work is made unwritten and there are no arrangements regarding notification from employers regarding the extension and renewal of certain time work agreements. Legislators follow up on evaluating the performance of legislation by reviewing the compatibility of the omnibus law in the Indonesian legal system. The decision of the Constitutional Court Number 91/PUU-XVIII/2020 has provided a very strong justification that the President and the People's Representative Council in forming Law No.11/2020 have violated the principles and compliance with the procedures for the formation of laws. At least future improvements are made by first formulating the legality of methods, types, hierarchies, and content materials into positive law, which in this case is the Formation of Legislations Law. In addition, compliance with procedures at every stage of legislation needs to be a full concern for legislators. The validity of the procedure must be seen as an important mechanism to limit the room for legislators, and the quality of the legislative process will determine the results or outputs of good legislation. Therefore, transparency and participation in public eligibility provide a wider space for the community in the process of formulating and making political decisions at every stage of legislation

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