

Analysis of the Working Hours Clause for Live Streamer (Study of the Fixed-Term Employment Agreement of Clinic X)

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Abstract

The profession of live streamer has grown rapidly along with the advancement of e-commerce technology in Indonesia; however, this growth has not been accompanied by adequate legal certainty, particularly regarding working hours and fine sanctions in Fixed-Term Employment Agreements (PKWT), thereby violating applicable Indonesian laws and regulations. This study aims to analyze the allocation of working hours and the imposition of fines for absenteeism, as well as to examine the legal consequences arising from the conflict between the employment agreement and applicable laws and regulations. The research method used is normative legal research employing a statutory approach and a conceptual approach. Data were obtained from primary legal sources, including relevant laws and regulations and fixed-term employment contracts (PKWT), as well as secondary legal sources such as literature, legal journals, and legal doctrines. The analysis was conducted in a prescriptive manner to assess the compliance of employers' application of the law with applicable regulations. The results of the study indicate that working hours for streamers may be set in accordance with the law, namely 7 to 8 hours, to ensure the fulfillment of the rights of all parties, provided that this does not exceed the body's working capacity of 6 to 10 hours per day, with due regard for occupational health, and fines for absenteeism may be imposed on workers proven to have been negligent or absent, with the fine amount not exceeding one day's wages to ensure the fulfillment of wage rights in accordance with applicable laws and regulations and the principle of fairness. Both clauses cause the Clinic X PKWT to fail to fulfill the objective requirement of a lawful cause as stipulated in Article 52 paragraph (1) letter d of the Manpower Law, resulting in the legal consequence of being null and void under Article 52 paragraph (3) of the Manpower Law, and the employment status of the streamer worker changes into an Indefinite-Term Employment Agreement (PKWTT). Therefore, employers can be more competent in drafting an employment agreement to establish legal certainty within an employment relationship.

Keywords : Fixed-Term Employment Agreement, Working Hours, Fine, Live Streamer, Null and Void

INTRODUCTION

An employment relationship in Indonesia's labor law arises from a binding employment agreement between the employer and the worker. Article 1 point 15 of Law Number 13 of 2003 on Manpower (hereinafter referred to as the Manpower Law) provides that "An employment relationship is a relationship between an employer and a worker/laborer based on an employment agreement, which has the elements of work, wages, and orders". This understanding is in line with the opinion of Husni (2019), who explains that an employment relationship is a relationship that arises between an employer and a worker after an employment agreement has been made (Husni, 2019). An employment agreement itself, as formulated in Article 1 point 14 of the Manpower Law, states that "An employment agreement is an agreement between a worker/laborer and an employer or the party giving work, which contains the terms of employment, rights, and obligations of the parties". This article explains that the existence of terms of employment, rights, and obligations for the parties is an important aspect of an employment agreement made between a worker and an employer.

There are two classifications of employment agreements in labor law, namely the Fixed-Term Employment Agreement (PKWT), commonly referred to as a contract worker, and the Indefinite-Term Employment Agreement (PKWTT), commonly known as a permanent worker whose work is not for a fixed period (Ayu Desika et al., 2023). A Fixed-Term Employment Agreement or PKWT is an employment agreement based on a fixed period for the completion of a particular job. The validity period of this agreement is in accordance with the agreement stated in the employment agreement, meaning that once the period has expired, the employment agreement will end and automatically result in the termination of the employment relationship (Endah, 2008). In addition, Article 1 point 10 of Government Regulation Number 35 of 2021 on Fixed-Term Employment Agreements (PKWT), Outsourcing, Working Hours and Rest Periods, and Termination of Employment (hereinafter referred to as Government Regulation Number 35 of 2021) provides that "A Fixed-Term Employment Agreement, hereinafter abbreviated as PKWT, is an Employment Agreement between a worker/laborer and an employer to establish an employment relationship for a certain period or for certain work". This article explains that an employment agreement made between a worker and an employer to carry out an employment relationship for a specified period may be referred to as a Fixed-Term Employment Agreement or PKWT.

An Indefinite-Term Employment Agreement or PKWTT is an employment agreement made between a worker and an employer with the aim of creating an employment relationship of a permanent nature, as opposed to a PKWT which is not permanent in nature. It can be simply understood that this employment agreement is made without being limited by a fixed period (Endah, 2008). Meanwhile, Article 1 point 11 of Government Regulation Number 35 of 2021 provides that "An Indefinite-Term Employment Agreement, hereinafter abbreviated as PKWTT, is an Employment Agreement between a worker/laborer and an employer to establish an employment

relationship of a permanent nature”. The wording of this article gives the understanding that a PKWTT made by a worker and an employer is an employment agreement to carry out an employment relationship that is not limited to a certain period, or may be referred to as permanent in nature. Nevertheless, there remains a time limitation on the validity of this agreement. The time limitation in question relates to the agreement automatically ending when the worker reaches retirement age as stipulated in the employment agreement or company regulations referred to as permanent in nature. Nevertheless, there remains a time limitation on the validity of this agreement. The time limitation in question relates to the agreement automatically ending when the worker reaches retirement age as stipulated in the employment agreement or company regulations (Faiki et al., 2025).

Data from the Manpower Ministry's One Data Portal record the number of workers with PKWT in Indonesia.

Table 1.1 Number of PKWT Workers in Indonesia in July 2020

No	Gender	Number
1	Female	200.066
2	Male	228.169
	Total	428.235

Source: Manpower Ministry One Data Portal. Data on Workers with Fixed-Term Employment Agreements (PPKWTT).

Table 1.1 concerning the number of PKWT workers in July 2020 in Indonesia shows that these PKWT workers consisted of women and men. There were 200,066 (two hundred thousand and sixty-six) female PKWT workers and 228,169 (two hundred twenty-eight thousand one hundred and sixty-nine) male PKWT workers. From these figures, the total number of PKWT workers was found to be 428,235 (four hundred twenty-eight thousand two hundred and thirty-five) (Satu Data Kemnaker, 2020).

In reality, there are still many cases in which PKWT workers receive improper treatment from companies. One such case involved a PKWT worker at the Cot Girek Palm Oil Mill (PKS) owned by PTPN 4 Regional 6, who suffered a workplace accident after slipping into a ditch containing hot water from the boiling of fresh palm fruit bunches (TBS). As a result of this incident, the worker suffered severe injuries and had to undergo surgery. Ironically, the worker did not receive social security benefits or medical treatment despite suffering a workplace accident while performing work duties (Alam, 2025).

Through this case, it can clearly be understood that the fulfillment of the rights of PKWT workers has not yet been carried out in full. In general, the protection of workers' rights has been regulated to cover the right to decent wages in accordance with the provincial minimum wage (UMP) or regency/city minimum wage (UMK), the right to social security (BPJS), the right to working hours and rest periods, the right to

occupational safety and health protection (K3), the right to compensation upon the expiry of the contract, the right to fair treatment free from discrimination, the right to protection from unilateral termination of employment (PHK), and the right to dispute resolution. Workers' rights must be fulfilled as an embodiment of the principles of justice and humanity, as well as a form of legal protection.

One of the workers' rights that must be protected in an employment relationship, including under a PKWT, is the right to working hours. The regulation regarding working hours is set out in the Manpower Law as amended by the Job Creation Law and Government Regulation Number 35 of 2021. Article 77 paragraph (1) of the Job Creation Law in conjunction with Government Regulation Number 35 of 2021 provides that "Every employer is obliged to implement the provisions on working hours", from the wording of this article it can be understood that provisions on the granting of working hours to workers must be implemented by the employer.

A more detailed explanation regarding working hours is set out in Article 77 paragraph (2) of the Job Creation Law, which among other things covers,

"The working hours referred to in paragraph (1) comprise:

- a. 7 (seven) hours 1 (one) day and 40 (forty) hours 1 (one) week for 6 (six) working days in 1 (one) week; or
- b. 8 (eight) hours 1 (one) day and 40 (forty) hours 1 (one) week for 5 (five) working days in 1 (one) week."

In line with this, Article 21 paragraph (2) of Government Regulation Number 35 of 2021 states that,

"The working hours referred to in paragraph (1) comprise:

- a. 7 (seven) hours 1 (one) day and 40 (forty) hours 1 (one) week for 6 (six) working days in 1 (one) week; or
- b. 8 (eight) hours 1 (one) day and 40 (forty) hours 1 (one) week for 5 (five) working days in 1 (one) week."

From these articles it can be understood that an employer is obliged to provide working hours with a limit of 40 (forty) hours in 1 (one) week, which may be carried out for 7 (seven) hours in 1 (one) day for 6 (six) working days or for 8 (eight) hours in 1 (one) day for 5 (five) working days. Asri Wijayanti (2009) explains that working hours are a work period that has been normatively determined by the state with the aim of protecting workers' rights concerning rest periods and occupational safety (Wijayanti, 2009). This regulation becomes crucial given that disproportionate working hours, whether too short or excessive, can create uncertainty regarding the rights of the parties and have an impact on occupational health.

One type of work that certainly requires provisions on the limitation of working hours is work as a streamer. The development of digital technology has given rise to new types of work that have not yet been specifically regulated in Indonesia's labor legislation, one of which is work as a streamer. Conceptually, a streamer can be understood as an individual who conveys information for the purpose of promoting a product to consumers through live streaming on an e-commerce (Rizka Fatimah & Jatmiko Jatmiko, 2024) platform.

Just as streamer work has not yet been specifically regulated under Indonesian law, William Stallings, in his book, provides a definition of streaming which can be

understood as a method of delivering multimedia data such as audio, video, or other data on a continuous basis via a network, in which the data can be processed and played before the entire data has finished being sent (Stallings, 2007). One form of streaming is live streaming, which, from a scholarly standpoint, live streaming can be defined as a live broadcast representing an advancement in media that makes use of facilities for real-time interaction (Shakilla et al., 2024). However, live streaming activity can indirectly be said to be related to electronic information as set out in Law Number 1 of 2024 on the Second Amendment to Law Number 11 of 2008 on Electronic Information and Transactions (hereinafter referred to as the EIT Law), including Article 1 point 1 of the EIT Law, which provides that,

“Electronic information is one or a collection of electronic data, including but not limited to writing, sound, images, maps, designs, photographs, electronic data interchange (EDI), electronic mail (electronic mail), telegrams, telexes, telecopy or similar, letters, signs, numbers, access codes, symbols or perforations that have been processed and have a meaning or can be understood by a person capable of understanding them.”

Through this article, it can be understood that live streaming activity indirectly constitutes electronic information encompassing sound and images that can be understood by other people.

In line with this, Article 1 point 3 of the EIT Law then explains that “Information technology is a technique for collecting, preparing, storing, processing, announcing, analyzing, and/or disseminating information.” This article makes clear that live streaming activity is included within information technology because it has the character of announcing and disseminating information to the public with the help of social media.

In line with e-commerce, which has grown rapidly in Indonesia so that it is now widely recognized as an inseparable part of the life of Indonesian consumers. Information technology, which has developed and provided new opportunities for online business actors to promote their products in a new way, namely through live streaming (Rizka Fatimah & Jatmiko Jatmiko, 2024). This progress is marked by as many as 10,190 job vacancy requests for the position of Host Live Streaming, with this number of vacancy requests ranking 7th (seventh) out of the 10 (ten) positions with the most vacancies in August 2025 (Pusat Pasar Kerja Indonesia, 2025).

As the streamer profession continues to grow, there is a high vulnerability to excessive workload if it is not accompanied by clear working-hour regulations. One event illustrating this risk is the death of a student in China who worked as a streamer after being required to broadcast live for 240 hours over 26 days and to upload as many as 15 (fifteen) short videos in order to receive a minimum salary of 3,000 CNY (three thousand Yuan), including overnight broadcast sessions for five consecutive nights from 21:00 to 06:00 (Anjali Thakur, 2023). This event can be interpreted as an indication that work as a live streamer certainly carries a high level of vulnerability to excessive workload, particularly if working-hour arrangements and the protection of workers' rights are not clearly observed. In reality, demands relating to broadcast duration and targets are what push workers to keep working even in suboptimal

conditions, one manifestation of which is neglecting their health to the point of being absent from work.

In the context of the employment relationship, a worker who is absent from work is, in principle, subject to the No Work No Pay principle as set out in Article 93 paragraph (1) of the Manpower Law in conjunction with Article 40 paragraph (1) of Government Regulation Number 36 of 2021 on Wages (hereinafter referred to as Government Regulation Number 36 of 2021), which provides that “Wages are not paid if the worker/laborer does not perform work.” From this article it can be understood that the employer is not obliged to pay wages if the worker in question does not work. Nevertheless, this principle does not apply absolutely, because Article 93 paragraph (2) of the Manpower Law in conjunction with Article 40 paragraph (2) of Government Regulation Number 36 of 2021 provides a number of exceptions, such as illness, performing state duties, performing religious obligations, and other certain circumstances, in which the employer remains obliged to pay the worker's wages even though the worker does not work (Kusumawati, 2022).

One interesting case for research relates to a PKWT for work as a Streamer owned by Clinic X, under Article 3 points 3 and 5 of the Clinic X PKWT, which set out working-hour provisions with a live duration of 5 (five) hours per day outside of rest hours, along with the imposition of a fine on workers who are absent from work. Unlike ordinary cases, in which absence from work results in a wage deduction, the Clinic X PKWT can be understood as indirectly imposing, not a wage deduction, but a fine instead. Clinic X is located in Surabaya, East Java. This clinic is a skin-care clinic that provides treatments ranging from aesthetics to laser therapy. In addition, this clinic also provides consultation services for skin and genital conditions.

Article 3 point 3 of the Clinic X PKWT determines a live duration of 5 hours per day outside of rest hours, while Article 3 point 5 of the Clinic X PKWT provides that a worker will be subject to a fine of Rp50,000.00 if absent from work, without any explanation of the categories of "absence" to which the fine applies. This working-hour provision of 5 hours per day, if calculated over one week, produces a total of only 30 working hours, far below the ideal limit of 40 hours per week set out in Article 21 paragraph (2) of Government Regulation Number 35 of 2021. The fine clause also has the potential to conflict with Article 1601u paragraph (2) of the Civil Code (hereinafter referred to as the Civil Code), which affirms that any fine agreed upon within one week may not exceed the amount of the worker's wages for one day.

The inconsistency between the clauses of the Clinic X PKWT and the provisions of the applicable legislation gives rise to a norm conflict, namely a contradiction between a lower norm and a higher norm within the hierarchy of legislation (Peter Mahmud Marzuki, 2021). This norm conflict needs to be examined further in order to determine the conformity of the working-hour arrangements and the imposition of fines on streamer workers with labor legislation, as well as to determine the legal consequences that arise where such a contradiction is found between the two. Based on the foregoing description, the problem formulation of this study is: (1) whether the provisions on working hours set out in Article 3 point 3 and on the imposition of a fine for absence from work in Article 3 point 5 of the Clinic X PKWT are consistent with the provisions set out in the applicable legislation, and (2) what

legal consequences may arise from such clauses for the employment agreement if they conflict with the applicable legislation.

This study differs from previous studies, which generally discuss the fulfillment of the rights of host live streaming workers within the context of the gig economy or the legal standing of host live streaming workers on social commerce platforms using a normative-empirical approach. This study specifically analyzes the conformity of the working-hour and absence-fine clauses in a concrete PKWT with labor legislation, as well as examining the legal consequences arising therefrom, so that it is expected to make a scholarly contribution and provide practical input for employers, workers, and the government alike in drafting and overseeing employment agreements for the live streamer profession in Indonesia.

METHOD

This study uses a normative legal research method. Marzuki (2021) explains that normative legal research is a research method used to discover legal principles, legal rules, and legal doctrines with the aim of helping to answer the legal issues being studied. Based on this understanding, this study examines in depth the working-hour clause and the clause imposing a fine for absence from work as set out in Article 3 points 3 and 5 of the Clinic X PKWT, in order to determine their conformity with the applicable legislation in Indonesia, while also examining the legal consequences that may arise from such a contradiction.

This study uses two approaches, namely the statutory approach (statute approach) and the conceptual approach (conceptual approach). The statutory approach is used to systematically examine labor legislation relevant to the legal issue being studied, in order to resolve the problem through legal argumentation derived from legislation (Peter Mahmud Marzuki, 2021). This approach is used to analyze the conformity of the working-hour and absence-fine clauses in the Clinic X PKWT with the provisions of the Manpower Law, Government Regulation Number 35 of 2021, Government Regulation Number 36 of 2021, and the Civil Code. The conceptual approach is used to refer to the views of legal scholars and legal doctrines developing within legal scholarship as a reference in constructing legal argumentation (Marzuki, 2021), particularly concepts relating to working hours, streaming, occupational health, the No Work No Pay principle, fines, and justice.

The legal materials used in this study consist of primary, secondary, and non-legal materials. The primary legal materials include the 1945 Constitution of the Republic of Indonesia, the Civil Code, the Manpower Law together with its amendment under Law Number 6 of 2023 on the Enactment of Government Regulation in Lieu of Law Number 2 of 2022 on Job Creation into Law, Government Regulation Number 35 of 2021, Government Regulation Number 36 of 2021, Regulation of the Minister of Health Number 9 of 2014 on Clinics, as well as the Clinic X PKWT document. The secondary legal materials include books on legal science, civil law, the philosophy of justice, and labor law, legal journals, and relevant prior research. The non-legal materials include articles and internet pages discussing the streamer profession, live streaming, and occupational health.

The technique used to collect legal materials was a literature study (bibliography study), namely a technique for examining written information relating to law that has been widely published (Muhaimin, 2020). The technique used to analyze the legal materials was prescriptive in nature, namely by examining the legal issue raised concerning the norm conflict between the working-hour and absence-fine clauses in the Clinic X PKWT and the applicable legislation, drawing conclusions based on relevant legal and non-legal materials, and then providing a prescription in the form of legal argumentation on the issue studied (Peter Mahmud Marzuki, 2021).

RESULTS AND DISCUSSION

1. The Conformity of the Working-Hour Clause and the Imposition of a Fine for Absence from Work in the Clinic X Fixed-Term Employment Agreement with the Provisions of Labor Legislation

The legal relationship connecting an employer and a worker in the world of work is commonly referred to as an employment relationship. Article 1 point 15 of Law Number 13 of 2003 on Manpower provides an explanation of the employment relationship, which states that “An employment relationship is a relationship between an employer and a worker/laborer based on an employment agreement, which has the elements of work, wages, and orders”. This article gives sufficient understanding that an employment relationship will clearly arise because of an employment agreement made between an employer and a worker. Asyhadie (2015) adds that an employment relationship differs from an industrial relationship; an industrial relationship involves three parties, namely the employer, the worker, and the government, whereas an employment relationship is a relationship between two parties, namely the employer and the worker, arising from an employment agreement in which the first party, the worker, binds itself to the second party, the employer, to perform work for the purpose of obtaining wages, and the employer states its willingness to employ that worker by paying wages (Asyhadie, 2015).

The three elements forming an employment relationship, namely work, wages, and orders, must be cumulatively fulfilled for a relationship to be categorized as a valid employment relationship (Farida, 2020).

a. The Existence of the Work Element

Work that has been agreed upon in an employment agreement must certainly be performed by the worker concerned who is a party to that employment agreement and may not be transferred to another party. This explanation is of course in accordance with Article 1603a of the Civil Code, which affirms that “A laborer is obliged to perform the work himself; only with the employer's permission may he have a third party replace him”. Through this article it can easily be understood that a laborer has an obligation to perform and complete his own work, and a worker may arrange for another person to complete that work if this has been approved by the employer (Sulaiman, 2019).

b. The Existence of the Wage Element

Wages under the Indonesian constitution must be able to provide a decent standard of living, as affirmed in Article 88 paragraph (1) of the Manpower Law, which explains that “Every worker/laborer has the right to receive an income

sufficient for a decent standard of human living”. This article gives the understanding that in order to fulfill a decent standard of living, a worker has the right to receive an income. Wages can be said to be the most important element in the creation of an employment relationship. Wages are one of the rights that must be given to and received by a worker and are stated in the form of money as remuneration from the employer or the party giving the work, which has been determined and is paid according to an employment agreement, an agreement, or legislation, including allowances for the worker and his family for having performed work and/or services (Sulaiman, 2019).

c. The Existence of the Order Element

The work given by the worker as agreed in an employment agreement certainly contains an element of orders from the party giving the work or the employer, because this element plays an important role. An order or instruction can be understood as an act of using words that carry the meaning of directing someone to do something or to follow rules given by the superior party, which may be referred to as the employer, and which must be carried out (Farida, 2020).

These three most important elements in the formation of an employment relationship are clearly embodied in the existence of an employment agreement and become the constituent elements of an employment agreement. The existence of an employment agreement is considered very important as it embodies legal certainty for the parties bound within that employment relationship. *Arbeidsovereenkomst* means employment agreement, a term derived from Dutch. The definition of an employment agreement is found in Article 1 point 14 of the Manpower Law, which states that “An employment agreement is an agreement between a worker/laborer and an employer or the party giving work, which contains the terms of employment, rights, and obligations of the parties”. This article explains that the existence of terms of employment, rights, and obligations for the parties is an important aspect of an employment agreement made between a worker and an employer.

The understanding of an employment agreement is not only set out normatively; there are also experts who offer their views on employment agreements. Iman Soepomo gives the opinion that an employment agreement is an agreement in which the first party, the worker, binds itself to perform work while receiving wages from the second party, the employer, who binds itself to provide work by paying wages (Husni, 2019). Through this explanation it can be understood that the elements of an employment agreement consist of the existence of a first party, or worker, who agrees to work for a second party, the employer, for the purpose of obtaining wages that must be paid by the employer.

Another opinion is given by Subekti, who argues that an employment agreement is an agreement made by a worker and an employer characterized by the existence of a certain agreed wage or salary and by the existence of a relationship of subordination, or *dienstverhouding*, whereby the employer has the right to give orders that must be obeyed by the worker (Abrianto, 2024). Simply put, through this explanation it can be understood that an employment agreement is formed by a worker and an employer with provisions relating to a salary or wage of a certain amount,

together with a special right to give orders held by the employer that must be obeyed by the worker.

An employment agreement made by a worker and an employer must of course have regard to the general validity requirements for the formation of an agreement in order to become a legally valid agreement. The basis for making such an employment agreement is set out in the provisions on the validity requirements of an agreement in Article 52 paragraph (1) of the Manpower Law, which reads,

“An employment agreement is made on the basis of:

- a. The agreement of both parties;
- b. The capacity or competence to perform legal acts;
- c. The existence of the work agreed upon; and
- d. The work agreed upon does not conflict with public order, morality, and the applicable legislation.”

The understanding that can be drawn from this article is that the validity requirements for the formation of an employment agreement have been specifically regulated and affirmed in the Manpower Law, which explains that the validity requirements that must be met for an employment agreement to arise include: there must be an agreement among the parties binding themselves in that employment agreement; the parties must be competent and capable of performing legal acts; there must be a specific object agreed upon, namely the work; and the work agreed upon must be in accordance with the applicable legislation and must not contain any element that violates or conflicts with morality and public order, as this would constitute an unlawful cause.

- a. The agreement of both parties.

Another term for the agreement of both parties is commonly referred to as the consent of those who bind themselves. This means that the parties are obliged to give their approval or agreement regarding the matters or content agreed upon in entering into an employment agreement (Husni, 2019). Subekti gives the opinion that agreement is a form of consent, meaning that the parties as legal subjects entering into the agreement must agree, consent to, or be of one mind regarding the content of that agreement. The parties jointly desire the same thing that has been agreed upon on a reciprocal basis (Wijayanti, 2009).

- b. The capacity or competence to perform legal acts.

The capacity or competence to perform legal acts can also be referred to as legal capacity to act. The parties entering into an agreement must be adults so that they are considered competent and authorized to perform legal acts in accordance with the applicable law.

Labor law divides working age into workers who are children aged 14 (fourteen) years and below, young persons aged between 14 (fourteen) and 18 (eighteen) years, and adults aged approximately 18 (eighteen) years and above. From this division it can be seen that, in the field of labor law, a person can be called an adult once they have reached the age of 18 (eighteen) years. This is in accordance with the provisions set out in Article 2 paragraph (3) of Law Number 20 of 1999 on the Ratification of ILO Convention Number 138 Concerning the Minimum Age for Admission to Employment, which provides that “The minimum age specified shall not be less than the age of completion of compulsory schooling

and, in any case, shall not be less than 15 years”. This article makes clear that the minimum age to be able to work must not be less than 15 (fifteen) years and must not be less than the age of completion of compulsory schooling (Wijayanti, 2009).

Provisions specifically concerning children who work are of course regulated in the Manpower Law, and the definition of a child is set out in Article 1 point 26 of the Manpower Law as “A child is any person under 18 (eighteen) years of age.” Through this article it can be understood that a child refers to those who are still under 18 (eighteen) years of age. Nevertheless, an employer may not employ children arbitrarily. An exception to this provision is found in Article 69 paragraph (1) of the Manpower Law, which provides that “The provisions referred to in Article 68 may be excepted for children aged between 13 (thirteen) years and 15 (fifteen) years to perform light work, so long as it does not interfere with their physical, mental, and social development and health.” This article provides an exception allowing an employer to employ a child, on condition that the child is aged approximately between 13 (thirteen) years and 15 (fifteen) years and is only permitted to perform light work that does not interfere with the child's physical, mental, and social development and health, and of course the employer must obtain permission from the parents.

c. The existence of the work agreed upon.

The work agreed upon can be referred to as the object of the agreement; the existence of the work that has been agreed upon is set out in detail in Article 52 paragraph (1) of the Manpower Law as one of the validity requirements of the agreement, namely a certain matter. This is because it is what gives rise to the rights and obligations of the parties who have agreed on the work that constitutes the object of the agreement (Husni, 2019). The existence of the element of agreed-upon work is the most important aspect in the formation of an employment agreement. This work is of course the responsibility of the worker concerned to perform it personally in accordance with the orders and rules within the employment agreement that has been agreed upon (Abrianto, 2024).

d. The work agreed upon does not conflict with public order, morality, and the applicable legislation.

The fact that the work agreed upon does not violate or conflict with public order, morality, and the applicable legislation is an embodiment of the validity requirement of an agreement, namely a lawful cause, as set out in Article 1320 of the Civil Code. A lawful cause is indeed not explained in detail in Article 1320 of the Civil Code. Nevertheless, in line with this, Article 1337 of the Civil Code affirms that “A lawful cause is prohibited if it is forbidden by law, or if it is contrary to good morals or public order”. Through this article it can be understood that a lawful cause means that the cause must not be prohibited by law and must not be contrary to morality and public order (Bambang, 2013).

In light of these articles, the author will next carry out an analysis of the conformity of the elements of the validity requirements of an employment agreement with the Clinic X PKWT, as follows,

1. The agreement of both parties.

The first and most important element in the creation of an employment agreement is the existence of an agreement between the parties. The existence of an agreement in which the parties bind themselves is a sign that they have consented to and agreed with the content and provisions set out in that employment agreement. The results of the analysis found that, at the end of the Clinic X PKWT, there are signatures made by the parties. This signature was affixed by the first party, the employer, and the second party, the worker concerned, together with a stamp duty.

2. The capacity or competence to perform legal acts.

The second, subjective element in the formation of an employment agreement is the validity requirement relating to the capacity or competence to perform legal acts. It should be noted that the employment relationship between an employer and a worker is a form of legal relationship. Therefore, it is important to pay attention to legal capacity in the formation of an employment agreement. As expressly set out in Article 1329 of the Civil Code, namely “Every person is competent to enter into obligations, unless declared incompetent by law.”

The results of this analysis show that formal evidence to prove competence, namely through age, cannot yet be established. It can be said that this is inconsistent with the requirements for the content of an employment agreement under Article 54 paragraph (1) of the Manpower Law, as follows,

“An employment agreement made in writing must at least contain:

- a. The name, address, and type of business of the company;
- b. The name, gender, age, and address of the worker/laborer;
- c. The position or type of work;
- d. The place of work;
- e. The amount of wages and the manner of payment,...”

This article clearly states the content that must be included in an employment agreement, including the writing of the identity of the parties. This includes provisions relating to the age of the worker as part of the worker's identity.

3. The existence of the work agreed upon.

The existence of the objective element in an employment relationship, namely the work agreed upon, occupies an important position because an employment relationship would not arise without work agreed upon to be performed by the worker for an employer. In the Clinic X PKWT, which is evidence that a legal relationship, namely an employment relationship, has occurred between the employer at Clinic X and the worker concerned, it was found that the object of the employment agreement is work as a live streamer. The Clinic X employer provides work as a live streamer, and this is clearly written in Article 1 point 2 of the Clinic X PKWT, which reads “The Second Party agrees to enter into a cooperative relationship with the First Party as a live streamer for Clinic X.”

Work as a streamer has not yet been specifically regulated under Indonesian legislation to date, but it can be understood as an individual who conveys information for the purpose of promoting a product to consumers through live

streaming on an e-commerce platform (Rizka Fatimah & Jatmiko Jatmiko, 2024). The presence of streamers acting as host live streaming is considered capable of increasing the attention of live shopping viewers, because they are able to provide personalized service according to viewers' wishes (Dilta Awlyasari, 2024). The concept of live streaming itself refers to a method of continuously delivering multimedia data over a network, which can be processed and played before all the data has finished being sent (Stallings, 2007), and can also be understood as a form of live broadcast that makes use of real-time interaction facilities (Shakilla et al., 2024). It is known that the number of active streamers reaching thousands to millions of users can be found on platforms such as YouTube Live, TikTok Live, and Twitch (The Streaming Wars Staff, 2025; Twitchtracker, 2025).

Table 1.2 Projected Number of Streamers in 2025

No	Platform	Projected Number of Active Streamers
1	YouTube Live	12 thousand
2	TikTok Live	400 thousand
3	Twitch	6.9 million

Source: Data reprocessed from The Streaming Wars, Twitch Tracker, and Cornell University.

From this data presentation, it can be concluded that the largest number of active streamers is found on the Twitch platform. The table shows that the streamer profession has become an important part of the digital economy ecosystem in various countries, including Indonesia. The tasks of a streamer worker are not limited to broadcasting alone, but also include content preparation and broadcast technicalities, natural interaction with viewers, persuasive product promotion, coordination with the team, and the preparation of post-broadcast reports containing the number of viewers, the duration of the live session, and an evaluation of the activity for the next session. The complexity of these tasks confirms that streamer work requires clear working-hour arrangements so that the workload borne remains proportionate and does not neglect the worker's basic rights.

4. The work agreed upon does not conflict with public order, morality, and the applicable legislation.

This fourth validity requirement is an objective element relating to the lawful cause set out in Article 1320 of the Civil Code, which is then specifically regulated in Article 52 paragraph (1) of the Manpower Law. The meaning of a lawful cause in labor law specifically relates to the fact that work agreed upon in an

employment agreement between a worker and an employer must certainly have regard to this validity requirement.

In reality, the fulfillment of this validity requirement has received insufficient public attention. There are still employment agreements found that do not fulfill the objective element relating to a lawful cause, so that disputes not infrequently arise in employment relationships involving workers and companies. One instance of this was found by the author in the Clinic X PKWT for streamer workers. This can be found in Article 3 point 3 of the Clinic X PKWT concerning the granting of working hours and Article 3 point 5 of the Clinic X PKWT concerning the imposition of a fine for absence from work.

A more in-depth analysis carried out by the author concerning the existence of a norm conflict between Article 3 points 3 and 5 of the Clinic X PKWT and Indonesia's labor legislation is, firstly, that Article 3 point 3 of the Clinic X PKWT provides that "Duration of live for 5 hours/day, outside of rest hours".

One of the worker's rights that must be fulfilled in an employment relationship, including for streamer workers, is the right to working hours. Article 21 paragraph (2) of Government Regulation Number 35 of 2021 expressly determines that "The working hours referred to in paragraph (1) comprise: a. 7 (seven) hours 1 (one) day and 40 (forty) hours 1 (one) week for 6 (six) working days in 1 (one) week; or b. 8 (eight) hours 1 (one) day and 40 (forty) hours 1 (one) week for 5 (five) working days in 1 (one) week.". This provision is mandatory for every employer as affirmed in Article 77 paragraph (1) of the Job Creation Law in conjunction with Government Regulation Number 35 of 2021. In the Clinic X PKWT, Article 3 point 3 sets a live duration of 5 hours per day outside of rest hours. If calculated over one week, this provision produces a total of only 30 working hours, far below the maximum limit of 40 hours per week set by the legislation.

This working duration of 5 hours per day is considered non-ideal and has the potential to leave the rights of the parties unfulfilled. From the employer's perspective, a short working duration has the potential to cause losses, because product marketing targets may not necessarily be achieved, while the employer remains obliged to pay the worker's wages in full even though the working duration is short. From the worker's perspective, a short working duration has the potential to be detrimental to the fulfillment of the right to wages in line with the Regency/City Minimum Wage (UMK) as well as social security, so there is a risk that the employer avoids its obligation to fulfill the workers' rights. This problem is compounded by the absence of clear provisions on working start times in the Clinic X PKWT, so that the worker is required to come to work every day of the week according to the employer's wishes without a fixed schedule, and only receives rest days four times in one year during the term of the contract. The lack of certainty regarding working hours has the potential to push streamer workers to work at night, even though nighttime is a period of rest for the human body.

The aspect of occupational health is highly relevant in this context. Article 86 paragraph (1) of the Manpower Law affirms that "Every worker/laborer has the right to obtain protection over:

- a. Occupational safety and health;

- b. Morals and decency; and
- c. Treatment in accordance with human dignity and worth as well as religious values.”

The purpose of this protection is to achieve optimal work productivity as set out in Article 86 paragraph (2) of the Manpower Law, which affirms that “In order to protect the safety of workers/laborers to achieve optimal work productivity, occupational safety and health measures shall be implemented”. This article can be understood as meaning that the purpose of providing protection relating to occupational safety and health for workers is to create optimal productivity in performing work.

Occupational safety and health can be understood as a field of knowledge providing understanding of how measures may be implemented to prevent the possibility of workplace accidents and occupational diseases arising within the work environment (Husni, 2019). Occupational safety can be described as a form of safety relating to work equipment, machinery, apparatus, materials and processing methods, the layout of the workplace and work environment, and the manner of carrying out work. Occupational health, meanwhile, is generally described as a physical, social, and mental condition of a worker that is not only free from disease or health disorders, but also reflects the ability to interact with the work environment and the work itself (Redjeki, 2016). The International Labour Organization (ILO) emphasizes that the regulation of working hours is key to maintaining work-life balance, whereas long working hours and unpredictable schedules are factors that hinder that balance (Muhamad Zaki Aryatama et al., 2024).

In general, the limit of working time that can be tolerated by the human body ranges from 6 to 10 hours per day. Working hours that exceed the body's capacity can cause fatigue that reduces efficiency, effectiveness, productivity, and quality of work, and becomes a risk factor for workplace accidents (Muhamad Zaki Aryatama et al., 2024). Excessive working hours also directly affect health in the form of stress resulting from the body being in a continuous state of alert, which can raise cortisol levels and affect blood sugar levels and the immune system, ultimately leading to high blood pressure, sleep disorders, and heart disease (Fairbank, 2024). On the other hand, excessive work in front of a digital screen, which is performed by Indonesian workers on average for up to 13 hours per day, or the equivalent of 55 percent of their daily time (Sovi et al., 2025), also contributes to Computer Vision Syndrome (CVS), which is characterized by eye strain, blurred vision, and headaches (Prakosa & Prajnaparamita, 2025), as well as posing a risk to mental health in the form of anxiety and mood disorders (Devi & Singh, 2023).

Through this explanation, the author's argument can be strengthened that the employer should provide working hours or a live streaming duration of 7 to 8 hours per day in accordance with Article 21 paragraph (2) of Government Regulation Number 35 of 2021, wherein the government has ideally regulated such working-hour provisions to protect the rights of both employers and workers, so long as they do not exceed the body's maximum working-hour capacity of 6 to 10 hours per day, so that the body's focus, health, and productivity in working are maintained. Live streaming for 7 to 8 hours per day is the ideal duration and would ideally be carried out regularly in order to reach a large target audience, particularly users on platforms such as TikTok,

which is very heavily used across all age groups, from teenagers to adults, during peak hours such as 11:00–12:00 WIB, 14:00–15:00 WIB, and 18:00–19:00 WIB (Shopee, 2025).

Meanwhile, on a major platform such as Twitch, which is a platform specifically dedicated to live streaming, namely streamers from America, on average carry out live streaming for 6 to 8 hours per day (Kumar, 2026). They are generally divided into several groups when carrying out live streaming, namely around 3 to 4 hours per session for beginner streamers, whereas experienced streamers, or those with a specific strategy, may carry out streaming for more than 5 hours per session, depending on the type of content and the objective (Zac, 2023).

A streamer worker, in carrying out their duties, must of course pay attention to their bodily health, because streamer workers are very closely and directly linked to digital screens, and must therefore have a method for avoiding Computer Vision Syndrome (CVS). One method that can be used is applying the 20-20-20 rule, meaning that the worker must perform another activity, namely looking at an object 20 feet away for 20 seconds every 20 minutes, to help reduce eye fatigue (I Made Andika Prakosa, 2024). The existence of this method can certainly help make work as a streamer easier, particularly in maintaining eye health. Another method is to adjust the screen and lighting to optimal levels so as to help reduce eye fatigue (I Made Andika Prakosa, 2024).

In line with this, the employer should also set a clear starting work-hour provision in the Clinic X PKWT so as to prevent streamer workers from working at night for the 5 (five) hour duration, given that nighttime is a period of rest, particularly for the human body. Working at night certainly affects lifestyle as reflected in the human biological clock, namely with respect to sleeping, waking, resting, and eating times. The biological clock can be referred to as the body clock, which in the human body is responsible for regulating various systems such as metabolism, hormone secretion, blood pressure, the sleep-wake cycle, certain behaviors, and the immune system (Trakulkongsmut, 2020). It can be understood that it is important to pay attention to the body's biological clock because it holds an important position within the human body's systems.

This is of course related to occupational health, particularly for streamer workers who work in front of digital screens, which can cause streamer workers to experience sleep disorders, eye fatigue, neck and shoulder pain, and back pain. Of course, these effects can be detrimental to streamer workers at Clinic X, who, in addition to this, do not receive protection with respect to Occupational Safety and Health, or K3. Accordingly, the clause on a 5-hour working duration per day in Article 3 point 3 of the Clinic X PKWT is considered inconsistent with the provisions of Article 21 paragraph (2) of Government Regulation Number 35 of 2021, and has the potential to result in the rights of both the employer and the worker not being fulfilled due to non-ideal working hours.

Next, an analysis was carried out of Article 3 point 5 of the Clinic X PKWT, which sets a fine of Rp50,000.00 if a worker is absent from work, without any explanation regarding the categories of "absence" subject to this fine. The imposition of a fine is, in principle, a form of wage deduction as set out in Article 63 paragraph

(1) of the Manpower Law, which states that “Wage deductions by an employer may be made for the payment of:

- a. Fines;
- b. Compensation;
- c. Wage advances;
- d. Rent for housing and/or rent for company property leased by the employer to the worker/laborer;
- e. The worker's/laborer's debts or debt installments; and/or
- f. Overpayment of wages.”

The imposition of a fine may not be applied arbitrarily, but only applies to a party proven to have committed negligence or carelessness (Wijayanti, 2009).

Every worker has the right to receive wages sufficient for a decent standard of living, as stated in Article 88A paragraph (2) of the Job Creation Law, which provides that “Every worker/laborer has the right to receive equal pay for work of equal value”. Through this, the employer has an obligation to pay or provide wages to its workers regularly from the commencement of an employment relationship until its termination. The employer, however, has no obligation to pay a worker's wages if that worker does not perform work. This is as set out in Article 93 paragraph (1) of the Manpower Law, which provides that “Wages are not paid if the worker/laborer does not perform work,” which article can be understood as meaning that Indonesia's labor system adheres to the No Work No Pay principle.

The existence of the No Work No Pay principle means that a worker will not receive rights to wages, whether in the form of money or otherwise, if that worker does not perform work. This principle is of course a form of protection for the employer, since the employer will not be the party disadvantaged, because the employer is not obliged to pay wages in full if the worker concerned does not perform work. The provision of wages is of course premised on the existence of work that must be performed, because it is this that enables the running of a business owned by an employer, which is founded on the labor, ideas, and contributions of the worker (Ramsay, 2020)

The culture of Indonesia's labor system, which adheres to the No Work No Pay principle, is of course not applied absolutely. Husni, in his book, explains that, in his view, a worker still has the right to receive wages if unable to perform work for reasons beyond that worker's control (Husni, 2019). The provisions on exceptions to the No Work No Pay principle are set out in Article 93 paragraph (2) of the Manpower Law in conjunction with Article 40 paragraph (2) of Government Regulation Number 36 of 2021, which affirms that

“The provision referred to in paragraph (1) shall not apply, and the employer is obliged to pay wages, if the worker/laborer:

- a. Is unable to attend work;
- b. Performs other activities outside of their work;
- c. Exercises their right to a rest period or leave; or

Is willing to perform the work that has been promised but is not employed by the employer due to the employer's own fault or an obstacle that the employer should have been able to avoid.”

Through this article it can be understood that the employer remains obliged to pay wages to a worker if that worker is absent from work for the reasons stated above. Not every category of "absence from work" can be categorized as truancy or a form of negligence; for example, if a streamer worker is absent from work due to illness accompanied by a valid medical certificate, that worker may not be subjected to a fine. The Clinic X PKWT does not include such an exception provision, so that the meaning of "absence" remains general and does not leave room for valid reasons for absence, as should be regulated in accordance with Article 40 paragraph (2) of Government Regulation Number 36 of 2021. As a result, the employer has the potential to deprive the worker of the right to wages even though the worker is absent from work for a valid reason. In addition, the amount of the fine determined in the Clinic X PKWT also has the potential to conflict with Article 1601u paragraph (2) of the Civil Code, which affirms that “Within one week, a laborer may not be subjected to fines the total amount of which exceeds the wages determined in money for one day.” Through this article it can be understood that an employer may not impose fines on a worker in an amount that, within one week, exceeds that worker's daily wage. In other words, if a streamer worker is absent from work for more than one day for a valid reason, such as illness, within the same week, the cumulative fine imposed has the potential to exceed the limit of that worker's daily wage and would therefore be inconsistent with this provision.

The violation of the No Work No Pay principle and this limitation on fines also intersects with the principle of justice. Suadi (2021) explains that justice is closely related to fairness, balance, and equality, so that acting in a balanced manner and in accordance with what is true is an embodiment of justice itself. Aristotle's theory of distributive justice affirms that every person must be treated proportionately according to their merit or circumstances (Suadi, 2021). In this context, there are two categories of workers who are absent from work, namely workers with a valid reason falling within the exceptions to the No Work No Pay principle, and workers who are truant without a reason. If both categories are treated the same by being subjected to a similar fine, then the rights and burdens of the two are not distinguished proportionately, thereby violating the principle of distributive justice.

The theory of justice as fairness put forward by John Rawls is also relevant for analyzing this clause. Rawls argues that every person has an equal right to their position, and that the rules made must protect the party who is weakest within a legal relationship (Suadi, 2021). In the employment relationship under the Clinic X PKWT, streamer workers are the weaker and more vulnerable party compared to the employer, who has the authority to determine the terms of the agreement. A fine clause that does not take into account the reason for a worker's absence places a heavier burden on the worker by making them bear the entire risk of absence, including the wage rights that should be protected.

Through this explanation, the author's argument can certainly be strengthened, namely that the author leans toward one of Aristotle's theories of justice, the theory of Distributive Justice. It can thus be understood that the measure of justice must have

regard to rights, benefits, burdens, and obligations, which must be applied proportionately in accordance with the circumstances of each party (Suadi, 2021). Through this explanation, if linked to the clause in question, namely the wage deduction through the imposition of a fine for absence from work in an amount equivalent to one day's wage, namely Rp50,000.00 (fifty thousand rupiah), it is inconsistent with the legislation, namely the exception concerning absence from work under Article 40 paragraph (2) of Government Regulation Number 36 of 2021 and Article 1601u paragraph (2) of the Civil Code, and is therefore considered contrary to the principle of distributive justice, because this clause treats all reasons for absence equally and disregards the exception under the No Work No Pay

Based on the analysis above, it can be concluded that the Clinic X PKWT fulfills the element of agreement and the element of a specific object; however, the element of competence cannot yet be established, and the element of a lawful cause is not fulfilled. The agreement therefore cannot necessarily be declared valid, even though it is marked by an agreement evidenced by signatures, competence that cannot be clearly established due to the absence of information on age, and the existence of clearly agreed-upon work. However, given that there is a clause that conflicts with the applicable legislation, this causes the agreement to lack validity.

This is because of the norm conflict between Article 3 points 3 and 5 of the Clinic X PKWT and Indonesia's labor legislation, namely Article 21 paragraph (2) of Government Regulation Number 35 of 2021, Article 40 paragraph (2) of Government Regulation Number 36 of 2021, and Article 1601u paragraph (2) of the Civil Code, which also gives rise to injustice for the worker because the worker does not receive their wage rights. Accordingly, the agreement of the parties is not sufficient to serve as a basis for implementing that agreement, because it contains a clause that conflicts with the legislation. Because the objective element of a lawful cause is not fulfilled, this gives rise to the legal consequence of being null and void, meaning that the parties' purpose in entering into the agreement fails to give rise to any binding obligation. It can be concluded that the Clinic X PKWT does not fulfill the validity requirements of an agreement in their entirety, in that the objective requirement of a lawful cause is not fulfilled, so that the Clinic X PKWT is null and void.

2. The Legal Consequences of the Working-Hour Clause and the Imposition of a Fine for Absence from Work That Conflict with Legislation in the Clinic X Fixed-Term Employment Agreement

The validity of an employment agreement is determined by the fulfillment of the validity requirements of the agreement. Article 1320 of the Civil Code sets out four requirements for the validity of an agreement, namely the consent of those who bind themselves, the capacity to enter into an obligation, a certain matter, and a lawful cause. This provision is then elaborated more specifically in the context of labor law through Article 52 paragraph (1) of the Manpower Law, which provides that "An employment agreement is made on the basis of:

- a. The agreement of both parties;
- b. The capacity or competence to perform legal acts;
- c. The existence of the work agreed upon; and

- d. The work agreed upon does not conflict with public order, morality, and the applicable legislation.”

These four requirements are theoretically divided into two categories, namely subjective requirements and objective requirements. The subjective requirements consist of the agreement of both parties and the competence to perform legal acts, while the objective requirements consist of the existence of the work agreed upon and the fact that such work does not conflict with public order, morality, and the applicable legislation, or may be referred to as a lawful cause. This distinction carries different legal consequences. The legal consequence, according to Soeroso, is a consequence that arises from having performed an act with the aim of producing a consequence desired or intended by the party concerned or the actor, and which has been regulated by law (Asty et al., 2025).

Article 52 paragraph (2) of the Manpower Law affirms that “An employment agreement made by the parties that conflicts with the provisions referred to in paragraph (1) letters a and b may be annulled,” from which wording it has been affirmed that a failure to fulfill the subjective requirements, namely the agreement of both parties and the capacity or competence to perform legal acts, may give rise to the legal consequence of being voidable (cancelling). Whereas Article 52 paragraph (3) of the Manpower Law affirms that “An employment agreement made by the parties that conflicts with the provisions referred to in paragraph (1) letters c and d is null and void.” It can be understood that letters c and d constitute the objective requirements, namely the existence of the work agreed upon and the requirement that the work agreed upon does not conflict with public order, morality, and the applicable legislation. Accordingly, if these are not fulfilled, this gives rise to the legal consequence of being null and void (null and void). Subekti (2005) explains that a voidable agreement remains binding on the parties until it is annulled by a judge at the request of the party entitled to do so, whereas an agreement that is null and void is deemed never to have been created and never to have given rise to any obligation, so that the parties' purpose in creating an obligation is declared to have failed from the outset.

An examination of the Clinic X PKWT shows that the subjective requirements of the employment agreement have been fulfilled. The agreement of both parties is evidenced by the signatures of the employer and the worker concerned, accompanied by a stamp duty, at the end of the Clinic X PKWT, which is consistent with Subekti's (2005) view that the parties making an agreement must consent to or agree with the terms of the content of that agreement. As for the competence of the parties, the employer, as the owner of Clinic X, who works as a dermatologist, may be considered competent, having satisfied the requirement of adult age according to the identity stated in the Clinic X PKWT. Nevertheless, the identity of the streamer worker in the Clinic X PKWT does not include information on age or a specific date of birth, so that the worker's competence is difficult to establish from a formal standpoint, even though Article 54 paragraph (1) letter b of the Manpower Law requires the inclusion of the worker's age as one of the mandatory elements in a written employment agreement. Nevertheless, this shortcoming is administrative in nature and is not the main focus of this study, because it does not give rise to the legal consequence of being null and void in the way that a violation of an objective requirement does.

The legal basis for being null and void is also found in Article 1335 of the Civil Code, which affirms that an agreement without a cause, or made on the basis of a false or prohibited cause, has no legal force. This provision is reinforced by Article 1337 of the Civil Code, which states that a cause is prohibited if it is forbidden by law or is contrary to morality and public order. Erawati and Budiono (2010) explain that the legal consequence of being null and void is one of absolute invalidity that applies generally to all parties involved in the agreement, and may be caused by four things, namely a failure to fulfill the formal requirements of the agreement, a failure to fulfill the objective validity requirements of the agreement, the agreement being made by a party lacking authority, and the fulfillment of an agreed condition for annulment.

Based on the analysis set out in the previous subsection, the working-hour clause in Article 3 point 3 of the Clinic X PKWT, which sets a live duration of 5 hours per day, has been shown to be inconsistent with the ideal working-hour provisions in Article 21 paragraph (2) of Government Regulation Number 35 of 2021. Similarly, the clause imposing a fine for absence from work in Article 3 point 5 of the Clinic X PKWT, which sets a fine of Rp50,000.00 without exception, has been shown to conflict with Article 40 paragraph (2) of Government Regulation Number 36 of 2021 regarding the exceptions to the No Work No Pay principle. Furthermore, Article 1601u paragraph (3) of the Civil Code affirms that "no fine may be imposed in excess of this amount. Any agreement conflicting with the provisions of this article is void." This provision provides a clear legal basis that, where a fine imposed has the potential to exceed the amount of the worker's daily wage, that clause, and even the agreement containing it, may be declared void.

These two clauses show that the work agreed upon in the Clinic X PKWT conflicts with the applicable legislation, so that it fails to fulfill the objective requirement set out in Article 52 paragraph (1) letter d of the Manpower Law, namely the requirement of a lawful cause. This failure to fulfill the objective requirement gives rise to the legal consequence of being null and void as set out in Article 52 paragraph (3) of the Manpower Law. As a consequence, the Clinic X PKWT is deemed never to have been created and never to have given rise to any obligation from the outset, as affirmed in Article 1335 of the Civil Code, so that the agreement loses its binding force for the parties who made it.

Jurisprudence that further reinforces this analysis is Decision Number 216/Pdt.Sus-PHI/2025/PN Jkt.Pst, which shows a case in which a PKWT made between a worker and an employer was not signed by the employer, even though the employment relationship continued to operate and the worker concerned had taken part in field work activities together with other active workers. The Panel of Judges in that decision held that the worker concerned had been elevated to the position of a permanent worker, so that the PKWT in that case was declared null and void and converted into a PKWTT. This decision reinforces the principle that a violation of the validity requirements of an employment agreement, whether formal or material, may result in a change in the status of the employment relationship from PKWT to PKWTT as a form of legal protection for the worker.

Applying the same principle to the Clinic X PKWT gives rise to the implication that the employment relationship status of the streamer worker concerned changes from

PKWT to PKWTT. This is in line with the provisions of Article 59 paragraph (7) of the Manpower Law, which affirms that a fixed-term employment agreement that does not fulfill the requirements stipulated by law becomes an indefinite-term employment agreement. This change of status is intended to bring about fair legal certainty without harming the parties, particularly in order to protect the rights of streamer workers, who are in a weaker position within that employment relationship. With the change in status to a PKWTT, streamer workers acquire the standing of permanent workers, with the consequence of a more comprehensive fulfillment of rights, including the right to a long-service award, compensation for unused rights, and severance pay in the event of a future termination of employment, as is customary for PKWTT workers. Another consequence of this change of status is the disappearance of the contract time limit that previously restricted the employment relationship, so that the employment relationship between Clinic X and the worker concerned becomes ongoing without being bound to any fixed period, unless terminated through a lawful termination-of-employment mechanism in accordance with labor legislation, including the obligation to satisfy the grounds and procedures for termination as set out in the Manpower Law.

The consequence of this change of status from PKWT to PKWTT also has implications for the fulfillment of other normative rights attached to permanent workers, such as the right to long-term social security programs, the right to career development, and the right to protection from unilateral termination of employment without valid grounds. This confirms that the legal consequence of being null and void is not merely an administrative sanction, but rather a substantive protective instrument for workers who are in a weaker bargaining position than the employer in determining the terms of the employment agreement.

This legal consequence of being null and void also serves as a warning to employers, particularly Clinic X, to restructure their PKWT clauses in accordance with the provisions of labor legislation. The drafting of working-hour clauses should refer to the provisions of Article 21 paragraph (2) of Government Regulation Number 35 of 2021 by providing a working duration of 7 to 8 hours per day accompanied by a clear working schedule. As for the fine clause, it should be accompanied by exception provisions in accordance with Article 40 paragraph (2) of Government Regulation Number 36 of 2021 and should be limited in amount so as not to exceed the worker's daily wage in accordance with Article 1601u paragraph (2) of the Civil Code. It can thus be concluded that the legal consequence arising from the working-hour clause and the clause imposing a fine for absence from work in Article 3 points 3 and 5 of the Clinic X PKWT, which conflict with the legislation, is that they are null and void (null and void), so that the employment relationship status of the streamer worker concerned changes to an Indefinite-Term Employment Agreement (PKWTT) in order to bring about legal certainty and fairness for the parties.

CLOSING

In analyzing the Fixed-Term Employment Agreement, or PKWT, with respect to the working-hour clause and the clause imposing a fine for absence from work, there are several aspects that must be considered, particularly those relating to the validity requirements for the formation of an employment agreement, in order to ensure

compliance in the formation of an employment agreement in accordance with the applicable legislation.

CONCLUSION

The working-hour clause and the clause imposing a fine for absence from work set out in Article 3 points 3 and 5 of the Clinic X PKWT are not yet consistent with the provisions of the labor legislation in force in Indonesia. The clause setting a live duration of 5 hours per day falls below the ideal working-hour provision in Article 21 paragraph (2) of Government Regulation Number 35 of 2021, which should be provided for 7 to 8 hours per day in accordance with the body's working-hour capacity of 6 to 10 hours per day, while still having regard to the occupational health of streamer workers. As for the clause imposing a fine of Rp50,000.00 for absence from work, it conflicts with Article 40 paragraph (2) of Government Regulation Number 36 of 2021 because it does not include the exceptions to the No Work No Pay principle, and has the potential to exceed the limit set by Article 1601u paragraph (2) of the Civil Code if applied cumulatively within one week, thereby violating the principle of justice for the worker.

The inconsistency of these two clauses with the legislation gives rise to the legal consequence of being null and void (null and void) as set out in Article 52 paragraph (3) of the Manpower Law, because these two clauses do not fulfill the objective requirement of a lawful cause set out in Article 52 paragraph (1) letter d of the Manpower Law. The consequence of being null and void is that the Clinic X PKWT is deemed never to have been created from the outset, so that the employment relationship status of the streamer worker concerned changes to an Indefinite-Term Employment Agreement (PKWTT) in order to bring about fair legal certainty for the parties, consistent with the precedent set in Decision Number 216/Pdt.Sus-PHI/2025/PN Jkt.Pst.

RECOMMENDATIONS

Based on this conclusion, several recommendations can be put forward. First, for the government, particularly the Ministry of Manpower of the Republic of Indonesia and the Regional Manpower Offices, there is a need to evaluate and draw up technical guidelines regarding working hours and the imposition of fines for streamer workers, in order to prevent the inclusion of clauses that have the potential to violate workers' rights in employment agreements. Second, for companies, particularly Clinic X, the drafting of employment agreements needs to have regard to conformity with the applicable legislation and to uphold the principle of fairness in protecting workers' rights so as to avoid the potential for industrial relations disputes. Third, for workers, particularly those working as streamers, there is a need to carefully understand the content of an employment agreement before signing it, as well as to raise legal awareness so as to be able to assert their rights through the industrial relations dispute resolution mechanism if a clause is found to conflict with the legislation.

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