



## Legal Protection For Government Employees With Work Agreements (PPPK) In Unilateral Termination Of Employment Contracts

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**Abstract.** Government Employees with Employment Contracts (Pegawai Pemerintah dengan Perjanjian Kerja/PPPK) are public personnel who engage in employment relationships based on employment contracts with government institutions for a specified period. Such employment relationships give rise to rights and obligations for the parties, which are subject to the provisions of contract law. In practice, unilateral termination of employment contracts by the government against PPPK frequently occurs before the expiration of the agreed contract period. This condition gives rise to legal issues, particularly concerning the protection of PPPK's rights as parties to a contractual employment relationship. This study aims to analyze the legal protection afforded to PPPK who experience unilateral termination of employment contracts by the government, as well as to examine the legal remedies available to PPPK from the perspective of civil law. The research method employed is normative legal research using statutory and conceptual approaches. The legal materials consist of primary, secondary, and tertiary legal sources, which are analyzed qualitatively. The analysis focuses on the PPPK employment contract as the source of the legal relationship and on the principles of civil law governing the performance and termination of contracts. The results of the study indicate that legal protection for PPPK who experience unilateral termination of employment contracts by the government is derived from the contractual employment relationship, which is subject to the civil law regime. PPPK holds the status of a private legal subject with the right to certainty of employment duration and fulfillment of contractual obligations as agreed. Unilateral termination of employment contracts that contradicts the employment agreement may be classified as breach of contract or an unlawful act. In such circumstances, PPPK may pursue civil legal remedies in the form of breach of contract claims and/or tort claims to seek compensation and restoration of rights. This study emphasizes that the application of the principles of contractual justice and good faith is essential to ensuring effective legal protection for PPPK against unilateral termination of employment contracts by the government.

**Keywords:** *Legal Protection; Civil Law; Employment Contract.*

### INTRODUCTION

National development is the practice of Pancasila and the implementation of the 1945 Constitution of the Republic of Indonesia, which is directed at enhancing human dignity, capabilities, and self-confidence in order to realize a just and prosperous society, both materially and spiritually. In realizing the well-being of its citizens, the Indonesian state emphasizes the realization of a just and prosperous society that is equitable. This means that the Indonesian state is committed to realizing prosperity for all Indonesians, and this is in line with the Indonesian state's model of welfare state.

Achieving equitable justice can be achieved through improving working conditions. One form of improvement in working conditions is the provision of guarantees and rights to workers

through legal mechanisms that create a conducive environment for achieving the goals of a welfare state.

The civil service system in Indonesia has experienced significant development since the enactment of Law Number 5 of 2014 concerning the State Civil Apparatus (ASN). This law marks a paradigm shift in human resource management for civil servants, introducing two types of employment status: Civil Servants (PNS) and Government Employees with Work Agreements (PPPK). The establishment of PPPK aims to provide the government with flexibility in meeting the need for professional personnel in various fields that cannot always be accommodated by the career-based, long-term PNS system. Currently, the number of non-permanent employees or honorary workers, as obtained from <https://www.cnbcindonesia.com> based on summary data from the National Civil Service Agency (BKN), states that in 2022 the number of honorary workers was 2,360,723 people. This data includes education personnel, health workers, counseling personnel, and administrative personnel (PPPK), previously known as Non-Permanent Employees (PTT), who do not hold permanent positions but whose length of service is limited by an employment agreement, as stipulated in Article 1 Paragraph 4 of Law Number 5 of 2014 concerning the State Civil Apparatus, which states that "Government Employees with Employment Agreements (PPPK) are Indonesian citizens who meet certain requirements, who are appointed based on an employment agreement for a specific period of time to carry out government duties."

The existence of PPPK, which is contractual in nature, requires a strong legal framework to guarantee employee rights from arbitrary actions. This aligns with Philipus M. Hadjon's view that legal protection for citizens, including civil servants, must encompass both preventive and repressive measures against government action. Therefore, comprehensive regulation and consistent implementation of the rights of PPPK (Commissioned Personnel Personnel) are key to realizing a fair, professional, and service-oriented civil service system.

The recruitment of civil servants (PNS) and PPPK (Commissioned Personnel Personnel) is carried out using the Merit system, which requires that employees occupy certain positions or positions commensurate with their skills, expertise, or competencies. The Merit system is expected to produce PPPK capable of carrying out public service duties, governmental tasks, and specific development projects. The PPPK regulatory concept in both regulations offers equal opportunity and the opportunity to work alongside civil servants with minor exceptions.

Conceptually, the legal status of PNS and PPPK is very different, it can be seen that PNS is someone who has legal power to make policies based on the authority they have, while PPPK is the implementer of policies issued by public officials in this case PNS (based on their authority), while the legal status of PPPK is only civil, in the sense that the legal relationship is only contractual. Of course, in relation to the rules of the game between PNS and PPPK, it must be distinguished, because the rules of the game for PNS do not necessarily apply to PPPK.

## **LITERATURE REVIEW**

### **Definition of Legal Protection**

Legal protection is essentially a measure provided by law to guarantee legal certainty, justice, and benefit for legal subjects in defending their rights. From a civil law perspective, legal protection focuses on the protection of private rights arising from legal relationships between equal legal subjects, particularly those stemming from agreements. This protection is not intended as a form of state control, but rather as a legal mechanism to correct inequalities or violations of rights in civil relations.

Legal protection in the civil context is closely related to the existence of an agreement, namely a legal relationship that gives rise to rights and obligations between two or more parties. If one party fails to fulfill its obligations or violates an agreement, civil law provides a means of

protection for the injured party to demand fulfillment of their rights. Thus, legal protection serves as a means of enforcing civil rights and recovering losses resulting from breaches of agreements.

In contract-based employment relationships, including PPPK employment agreements, legal protection becomes particularly relevant due to the imbalance in bargaining power between the parties. Therefore, civil law places legal protection as a corrective mechanism against potential abuse of authority in the implementation of agreements, especially if there is unilateral termination of the contract without a valid basis.

### **Definition and Elements of an Agreement According to Civil Law**

An agreement in civil law is a legal act in which one or more individuals bind themselves to one or more other individuals. The agreement forms the basis for a contract that gives rise to rights and obligations for the parties. In the context of employment, an employment agreement is a concrete form of civil agreement that creates a reciprocal legal relationship between the employer and employee.

For an agreement to be declared valid and legally binding, civil law requires the fulfillment of four elements: agreement of the parties, capacity to enter into an agreement, the existence of a specific object, and a lawful cause. These four elements are cumulative, so the failure to fulfill any one element can result in the agreement being void or revocable.

In a PPPK employment agreement, the element of agreement is reflected in the written agreement between the employee and the government agency. The element of capacity relates to the parties' ability to act legally, while the object of the agreement is the performance of specific work within a specified time period. The lawful cause relates to the purpose of the agreement, which does not conflict with law, morality, or public order. Thus, a PPPK employment agreement fulfills the characteristics of a valid civil agreement.

### **Definition of Termination of an Employment Contract in Civil Law**

In civil law, termination of an employment contract is understood as the end of a binding relationship that arose from an employment agreement between the parties. This termination of the contract terminates the parties' obligation to perform the agreed-upon performance, but does not necessarily eliminate the legal consequences that have arisen or will arise from a breach of the agreement. Therefore, contract termination is not merely viewed as a factual event, but as a legal event with legal consequences.

From a civil law perspective, contract termination must be distinguished from the termination of an agreement due to its duration. Contract termination involves an element of unilateral will or agreement between the parties, which causes the agreement to end before the performance is completed. Therefore, contract termination is always related to an assessment of compliance or breach of the agreement by the parties.

### **METHODS**

Legal material analysis is conducted to answer the formulated research problem. The analysis of the collected legal material is conducted through interpretation and content analysis. For primary legal material, the analysis is conducted through interpretation. The interpretations used in this research are grammatical interpretation (*taatkundige interpretatie*) and authentic interpretation. Grammatical interpretation is the interpretation of terminology or words, sentence structure within the linguistic context used by lawmakers in formulating certain laws and regulations. Authentic interpretation is the interpretation of words, terms, or definitions within laws and regulations that have been previously determined by the lawmakers themselves.

## **RESULTS**

### **Legal Protection for Government Employees with Employment Contracts (PPPK) in Termination by the Government**

Government Employees with Employment Contracts (PPPK) are legal subjects who enter into an employment relationship based on an employment agreement entered into between the PPPK and a government agency. This legal relationship arises not from unilateral appointment by the state, but from an agreement between the parties, outlined in a written agreement. Therefore, legally, the relationship between PPPK and the government must be understood as a civil legal relationship subject to the provisions of contract law.

In civil law, an agreement is the primary source of a contract, giving rise to rights and obligations for the parties. A legal relationship is classified as private law if the parties are of equal standing and voluntarily bind themselves through an agreement. In the context of PPPK, although one of the parties is the government, the government does not act as the authority in the employment agreement but rather as a civil legal subject bound by a contractual relationship.

The legal status of PPPK as a party to the employment agreement places them on an equal footing with government agencies within the civil law framework. PPPK (Indonesian Civil Servant Workers) have the right to legal protection regarding the implementation of their employment agreements, including the right to certainty of employment period, fulfillment of their performance, and protection from detrimental unilateral actions. Therefore, PPPK cannot be treated solely as policy objects, but rather as private legal subjects whose rights are protected by civil law.

The PPPK employment relationship also fulfills the characteristics of a reciprocal agreement, where each party has conflicting obligations. The PPPK is obligated to perform work in accordance with the terms of the agreement, while the government agency is obligated to provide compensation and guarantee the continuity of the employment relationship for the agreed period. If either party fails to fulfill its obligations, civil law consequences as stipulated in contract law apply.

By placing PPPK in a legal position as a civil law subject, any termination of employment by the government must be tested based on the terms of the agreement, the principle of good faith, and the principle of contractual justice. The government cannot use its public authority to override contractual obligations, as in the PPPK employment relationship, the government is bound by civil law norms, as they apply to other legal subjects. Therefore, understanding the legal position of PPPK in contractual employment relationships is an important basis for analyzing legal protection for PPPK who experience termination of employment.

### **Legal Remedies for Government Employees with Employment Contracts (PPPK) Affected by Termination of Employment by the Government**

Legal remedies available to Government Employees with Employment Contracts (PPPK) who experience termination of employment (PHK) by the government. This discussion is a logical continuation of Chapter III, which outlined the legal status of PPPK and the forms of civil law protection in contractual employment relationships. By positioning PPPK as a private legal subject, any unilateral layoffs by the government must be tested through civil law mechanisms as a means of enforcing rights and recovering losses.

Legal remedies, from a civil law perspective, aim to provide effective protection for parties harmed by breaches of agreements. Therefore, the analysis in this chapter focuses on legal remedies derived from contract law and the law of obligations, particularly through lawsuits for breach of contract and torts. This approach emphasizes that the resolution of PPPK layoff disputes is oriented not only toward formal aspects but also toward substantive justice for PPPK as the injured party.

In civil law, breach of contract is a situation where one party to an agreement fails to fulfill its obligations as agreed. This breach can take the form of failure to fulfill the obligations at all, inadequate fulfillment of the obligations, late fulfillment of the obligations, or acts prohibited under the agreement. Termination of employment (PHK) of PPPK by the government before the end of the agreement, without a valid basis, can be classified as a form of breach of contract.

Unilateral termination of PPPK indicates the failure of the government, as a party to the agreement, to fulfill its obligation to provide work and compensation during the agreed contract period. In this context, the government can be deemed to have failed to fulfill the obligations as agreed, thus fulfilling the elements of breach of contract. This situation gives the PPPK, as the injured party, the right to pursue civil legal liability.

Furthermore, breach of contract in PPPK termination can also be seen as a violation of the principle of good faith in the implementation of the agreement. Although an agreement provides for termination of employment, its implementation must still be carried out properly and proportionally. Termination of employment without clear justification and without due process can be considered an act contrary to good faith, thus strengthening the qualification of a breach of contract.

The legal consequence of a breach of contract is the right of the aggrieved party to demand fulfillment of the agreement, cancellation of the agreement, and/or compensation. In the employment relationship of PPPK (Regional Employee Employment Contract Holders), the most relevant claim is a claim for compensation for losses incurred due to unilateral termination. Therefore, qualifying PPPK termination as a breach of contract provides an important basis for PPPK to pursue civil legal remedies to obtain legal protection and restore their rights.

In addition to being qualified as a breach of contract, the termination of employment (PHK) of Government Employees with Employment Contracts (PPPK) by the government can also be analyzed as an unlawful act (*onrechtmatige daad*) if it meets the elements specified in civil law. Unlawful acts are not limited to acts that violate the law but also include acts that violate the rights of others, the perpetrator's legal obligations, morality, and social decency.

In the context of a PPPK employment relationship, unilateral layoffs without a legitimate basis can be categorized as an act that violates the PPPK's right to job security as guaranteed in the employment agreement. This right is a civil right arising from a contract, so any violation of it opens the door to the application of the tort regime. Therefore, unilateral layoffs that are not based on objective and proportionate reasons can meet the elements of a tort. In addition to breach of contract, termination of employment (PPPK) can also be analyzed as an unlawful act if the action not only violates the agreement but also violates the principles of propriety, justice, and good faith. The unlawful act approach provides broader protection for PPPK, particularly in situations where the termination is carried out arbitrarily and results in significant losses. Through this approach, PPPK can claim compensation for material and immaterial losses suffered as a result of the unilateral termination.

The civil legal remedies available to PPPK, whether through lawsuits for breach of contract or unlawful acts, represent a concrete manifestation of legal protection for contractual rights. These remedies aim not only to obtain compensation but also to uphold the principles of legal certainty and justice in employment relationships. The existence of this legal remedy mechanism confirms that PPPK are not parties outside of legal protection, but rather legal subjects with the right to demand accountability for any breach of contract that is detrimental to them.

The analysis of contractual justice in PPPK dispute resolution places the PPPK employment relationship within a more substantive civil legal framework. Contractual justice requires that the implementation of an agreement not only fulfills formal requirements but also reflects balance and fairness between the parties. In the employment relationship between

PPPK (Community Employment Employee Employment Officers), contractual justice is crucial given the unequal bargaining power between PPPK and the government. Therefore, contractual justice serves as a corrective principle to prevent abuse of contractual power by the more dominant party.

The role of judges in realizing contractual justice is crucial in resolving PPPK layoff disputes. Judges not only act as textual enforcers of the law but also as guardians of the values of justice in contractual relationships. Through an assessment of good faith, propriety, and the balance of rights and obligations, judges can provide fairer and more proportional legal protection for PPPK. This approach aligns with the objectives of civil law to protect the vulnerable and prevent injustice in private legal relationships.

Therefore, this discussion emphasizes that the resolution of PPPK layoff disputes must be placed within a comprehensive civil legal framework, encompassing an analysis of breach of contract, unlawful acts, and the application of the principles of contractual justice. This approach provides a strong foundation for PPPK to obtain legal protection for their contractual rights, while also affirming the government's obligation to act in accordance with agreements and civil law principles.

Chapter IV serves as an important bridge between the normative discussion on legal protection in Chapter III and the conclusions drawn in Chapter V. By understanding legal remedies and the principles of contractual justice in the context of PPPK layoffs, it is hoped that conclusions can be formulated that are not only theoretical but also practically relevant in providing effective legal protection for PPPK in the future.

## **CONCLUSION**

1. Legal protection for PPPK (Community Employee Employment) who are laid off by the government is essentially based on a contractual employment relationship that is subject to civil law. PPPK are private legal subjects bound by an employment agreement with a government agency. Therefore, any layoff must be based on the provisions of the employment agreement, implemented in good faith, and adhere to the principles of pacta sunt servanda and contractual justice. Unilateral layoffs without a valid basis and in violation of the employment agreement constitute a violation of PPPK's contractual rights and open up opportunities for civil legal protection, both preventive and repressive.
2. Legal remedies that PPPK who are laid off by the government can pursue are through civil law mechanisms, specifically lawsuits for breach of contract and/or unlawful acts. A lawsuit for breach of contract can be filed if the layoff is carried out contrary to the terms of the employment agreement, while a lawsuit for unlawful acts is relevant if the layoff is carried out arbitrarily and violates the principles of propriety and justice. Through these legal efforts, PPPK has the right to demand compensation for losses suffered and obtain restoration of rights as a form of legal protection against violations of work agreements.

## **SUGGESTION**

1. The government, as a party to the PPPK employment agreement, should uphold the principles of contractual fairness and good faith in the implementation and termination of employment agreements. The government needs to ensure that any layoff policies for PPPK are implemented transparently, proportionally, and in accordance with the provisions of the employment agreement, so as not to cause unfair losses to PPPK and to minimize the potential for future legal disputes.
2. PPPK who are laid off by the government need to understand and utilize available civil legal remedies to protect their contractual rights. Adequate understanding of the legal status of PPPK, the contents of the employment agreement, and the mechanisms for lawsuits for breach of contract and unlawful acts is expected to encourage PPPK to actively enforce their

rights through legitimate legal channels, while simultaneously strengthening PPPK's position as a protected legal entity in contractual employment relationships.

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