CONSTITUTIONAL COURT
OF THE REPUBLIC OF INDONESIA

SUMMARY OF DECISION
FOR CASE NUMBER 40/PUU-XXI/2023

Concerning

Fixed Term Employment Agreement, Outsourcing, Wage, and Termination of Employment

Petitioners	:	**Federasi Serikat Pekerja Kimia dan Pertambangan Serikat Pekerja Seluruh Indonesia (FSP KEP SPSI or the Federation of Chemical and Mining Workers Unions of All Indonesian Workers Unions) represented by R. Abdullah as General Chairperson of FSP KEP SPSI and Afif Johan as General Secretary of FSP KEP SPSI, et al.**
Type of Case	:	Material Review of Law Number 6 of 2023 concerning Determination of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation into Law (Law 6/2023) against the 1945 Constitution of the Republic of Indonesia (1945 Constitution)
Subject Matter	:	Judicial review of Law 6/2023 against Article 27 paragraph (2), Article 28D paragraph (1) and paragraph (2) of the 1945 Constitution
Verdict	:	1. To declare that the Petitioners' petition related to Article 56 paragraph (3) in Article 81 number 12, Article 57 paragraph (1) in Article 81 number 13, Article 64 in Article 81 number 18, Article 79 paragraph (2) letter b in Article 81 number 25, Article 79 paragraph (5) in Article 81 number 25, Article 88 paragraph (2) in Article 81 number 27, Article 88B in Article 81 number 28, Article 88C paragraph (4) in Article 81 number 28, Article 88E in Article 81 number 28, Article 88F in Article 81 number 28, Article 90A in Article 81 number 31, Article 90B in Article 81 number 31, Article 92 in Article 81 number 33, Article 95 in Article 81 number 36, Article 96 in Article 81 number 37, Article 97 in Article 81 number 38, Article 98 in Article 81 number 39, Article 151 paragraph (3) and paragraph (4) in Article 81 number 40, Article 152 in Article 81 number 42, Article 153 in Article 81 number

43, Article 154 in Article 81 number 44, Article 154A in Article 81 number 45, Article 155 in Article 81 number 46, Article 156 paragraph (2) and paragraph (4) in Article 81 number 47, Article 157A paragraph (3) in Article 81 number 49, Article 158 in Article 81 number 50, and Article 159 in Article 81 number 51 of the Attachment to Law Number 6 of 2023 concerning Determination of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation into Law (State Gazette of the Republic of Indonesia 2023 Number 41, Supplement to the State Gazette of the Republic of Indonesia Number 6856) is inadmissible;

2. To dismiss the remainder of the Petitioners' petition.

Date of Decision : Thursday, 31 October 2024

Overview of Decision :

Whereas Petitioner I to Petitioner X are Workers' Unions/Labor Unions, one of whose functions is to fight for the welfare of their workers/members, while Petitioner XI to Petitioner CXXI are individual Indonesian citizens as workers whose constitutional rights are potentially violated by the enactment of several points in Article 81 of Law 6/2023.

Whereas regarding the authority of the Constitutional Court (the Court), since what is being petitioned for review is the law *in casu* Law 6/2023 against the 1945 Constitution, the Court has the authority to hear the *a quo* petition.

Whereas regarding the legal standing, Petitioner I to Petitioner X are workers' union/labor union organizations represented by parties who are authorized to represent them pursuant to the Articles of Association/Bylaws, a letter of mandate or a letter of assignment from the organization stating that they are the parties who are authorized to represent them. Meanwhile, Petitioner XI to Petitioner CXXI are individual Indonesian citizens, as workers/laborers in accordance with their Identity Cards, Employee Cards, employee pay slips, and Taxpayer Identification Numbers as evidence. Petitioner I to Petitioner CXXI describe their alleged constitutional loss which occurred due to the enactment of the norms of Article 56 in Article 81 number 12, Article 57 in Article 81 number 13, Article 58 in Article 81 number 14, Article 59 in Article 81 number 15, Article 61 in Article 81 number 16, Article 64 in Article 81 number 18, Article 65 in Article 81 number 19, Article 66 in Article 81 number 20, Article 78 in Article 81 number 24, Article 79 in Article 81 number 25, Article 84 in Article 81 number 26, Article 88 in Article 81 number 27, Article 88B in Article 81 number 28, Article 88D in Article 81 number 28, Article 88E in Article 81 number 28, Article 88F in Article 81 number 28, Article 89 in Article 81 number 29, Article 90 in Article 81 number 30, Article 90A in Article 81 number 31, Article 90B in Article 81 number 31, Article 92 in Article 81 number 33, Article 95 in Article 81 number 36, Article 96 in Article 81 number 37, Article 97 in Article 81 number 38, Article 98 in Article 81 number 39, Article 151 in Article 81 number 40, Article 151A in Article 81 number 41, Article 152 in Article 81 number 42, Article 153 in Article 81 number 43, Article 154 in Article 81 number 44, Article 154A in Article 81 number 45, Article 155 in Article 81 number 46, Article 156 in Article 81 number 47, Article 157 in Article 81 number 48, Article 157A in Article 81 number 49, Article 158 in Article 81 number 50, Article 159 in Article 81 number 51, Article 160 in Article 81 number 52, Article 161 in Article 81 number 53, Article 162 in Article 81 number 54, Article 163 in Article 81 number 55, Article 164 in Article 81 number 56, Article 165 in Article 81 number 57, Article 166 in Article 81 number 58, Article 167 in Article 81 number 59, Article 168 in Article 81 number 60, Article 169 in Article 81 number 61, Article 170 in Article 81 number 62, Article 171 in Article 81 number 63, Article 172 in Article 81 number 64, and Article 184 in Article 81 number 65 of Law 6/2023. Therefore, Petitioner I to Petitioner CXXI have the potential to lose their right to negotiate when layoffs occur and

their right to fight for increased welfare in the preparation of the wage scale structure for members/workers through representation in institutions that determine the welfare of workers, resulting in a reduction in several rights of workers, including the right to severance pay and the right to long service payment when the workers are laid off.

Pursuant to the Petitioners' description in explaining their legal standing, the Court is of the opinion that Petitioner I to Petitioner CXXI have been sufficiently clear in describing the alleged constitutional loss which specifically has the potential to be violated by the enactment of the *a quo* petition. In addition, Petition I to Petition CXXI have also been able to describe the causal relationship (*causal verband*) between the said alleged constitutional loss and the enactment of the norm of the article for which a judicial review is being petitioned. Therefore, if the petition is granted, the potential loss as referred to by Petitioner I to Petitioner CXXI will not occur. Therefore, regardless of whether or not the unconstitutionality issue of the norms argued by Petitioner I to Petitioner CXXI is proven, the Court is of the opinion that Petitioner I to Petitioner CXXI (hereinafter referred to as the Petitioners) have the legal standing to act as Petitioners in the *a quo* petition.

Whereas regarding the reasons for the petition, the Petitioners divide their petition into 4 (four) issue clusters, namely PKWT (Fixed Term Employment Agreement), outsourcing, wage, and termination of employment. Next, the Court will consider the said clusters, as follows:

Whereas regarding the review of the unconstitutionality of the norms of Article 56 paragraph (3) in Article 81 number 12, Article 57 paragraph (1) in Article 81 number 13, Article 64 paragraph (2) in Article 81 number 18, Article 79 paragraph (2) letter b in Article 81 number 25, Article 79 paragraph (5) in Article 81 number 25, Article 88F in Article 81 number 33, Article 92 in Article 81 number 33, Article 98 in Article 81 number 39, Article 151 paragraph (3) in Article 81 number 40, Article 151 paragraph (4) in Article 81 number 40, Article 157A paragraph (3) in Article 81 number 49, and Article 156 paragraph (2) in Article 81 number 47 of Law 6/2023. The material or substance of the *a quo* norms has been decided by the Court in the Constitutional Court Decision Number 168/PUU-XXI/2023, dated 31 October 2024, which was already pronounced in the previous trial, the said decision stated that the petition is partially granted, therefore the *a quo* norms has been amended and is no longer as stated by the Petitioners in their petition. Therefore, the Petitioners' petition which petitioned for a review of unconstitutionality issue of the *a quo* articles must be declared to have lost its object.

Whereas regarding the review of the unconstitutionality issue of the norms of Article 88 paragraph (2) in Article 81 number 27, Article 88B in Article 81 number 28, Article 88E in Article 81 number 28, Article 90B in Article 81 number 31, Article 95 in Article 81 number 36, Article 96 in Article 81 number 37, Article 97 in Article 81 number 38, Article 88C paragraph (4) in Article 81 number 28, Article 152 in Article 81 number 42, Article 153 in Article 81 number 43, Article 154 in Article 81 number 44, Article 154A in Article 81 number 45, Article 155 in Article 81 number 46, Article 158 in Article 81 number 50, Article 159 in Article 81 number 51 of Law 6/2023. Regarding the *a quo* articles, it has been shown that there is a discrepancy between the *posita* and the *petitum* or the Petitioners did not describe their arguments in the reasons for the petition, therefore the Court is of the opinion that the arguments for the *a quo* petition of the Petitioners is obscure *(obscuur).*

Whereas regarding the review of the unconstitutionality issue of the norms of Article 59 in Article 81 number 15, Article 61 in Article 81 number 16, Article 65 in Article 81 number 19, Article 66 in Article 81 number 20, Article 84 in Article 81 number 26, Article 88 paragraph (4) in Article 81 number 27, Article 89 in Article 81 number 29, Article 90 in Article 81 number 30, Article 151A in Article 81 number 47, and Article 161 in Article 81 number 53, Article 162 in Article 81 number 54, Article 163 in Article 81 number 55, Article 164 in Article 81 number 56, Article 165 in Article 81 number 57, Article 166 in Article 81 number 58, Article 167 in Article 81 number 59, Article 168 in Article 81 number 60, Article 169 in Article 81 number 61, Article 170 in Article 81 number 62, Article 171 in Article 81 number 63, Article 172 in Article 81

number 64, Article 184 in Article 81 number 65 of Law 6/2023, the norms of the *a quo* articles have been considered by the Court in the Constitutional Court Decision Number 168/PUU-XXI/2023, dated 31 October 2024, the decision of which stated that the petition is dismissed, therefore the legal consideration for case Number 168/PUU-XXI/2023 shall also apply *mutatis mutandis* in considering the *a quo* petition, therefore, the *a quo* arguments of the Petitioners are also legally unjustifiable.

Whereas regarding the review of the unconstitutionality issue of the norm of Article 156 paragraph (4) in Article 81 number 47 of Law 6/2023, the Court is of the opinion that since the *a quo* argument has substantially been considered in case Number 168/PUU-XXI/2023 and the case was declared premature, then the legal considerations in case Number 168/PUU-XXI/2023 shall apply *mutatis mutandis* in considering the *a quo* petition, therefore the arguments of the *a quo* petition of the Petitioners must be declared premature.

Whereas the Petitioners argue that the norm of Article 58 in Article 81 number 14 of Law 6/2023, especially paragraph (2) which was added with the phrase "and the work period remains to be calculated" creates a biased meaning and it is null and void, as a result there is no legal certainty regarding whether or not the worker is a non-fixed term employee or permanent worker. The Court is of the opinion that, in principle, Law 6/2023 stipulates that fixed term employment agreement cannot be made for all types of work and employment relationships on the ground that the fixed term employment agreement is only for any work whose type and nature should be completed within a certain period. If the limitations regarding the type and nature of work that should be under fixed term employment agreement are violated, then the workers hired under fixed term employment agreements will become workers hired under non-fixed term employment agreements. This means that if a probationary period is imposed on any worker hired under a fixed term employment agreement, the fixed term employment agreement becomes null and void. The addition of the phrase "and the work period remains to be calculated" will actually provide legal certainty because this is a logical consequence of the existence of "certain works" that can be carried out under a fixed term employment agreement, because a fixed term employment agreement does not require a probationary period. Therefore, if the probationary period is imposed on any worker hired under a fixed term employment agreement, the probationary period is null and void, but the work period remains to be calculated. Meanwhile, in relation to the argument that there is no legal certainty because the worker's status is not changed to be hired under non-fixed term employment agreement, the work period is actually calculated from when the worker first works at the company, which is determined under the agreement between the company and the worker as stated in the employment agreement or letter of appointment. Pursuant to this, it is not appropriate to mix up the matters between the requirements for a fixed term employment agreement and the requirements for non-fixed term employment agreement. This means that for any work that meets the requirements for a fixed term employment agreement (Article 59 in Article 81 number 15 of Law 6/2023), the conditions relating to a fixed term employment agreement shall apply, likewise for any type of work that is permanent in nature, the conditions relating to a non-fixed term employment agreement shall apply. The Petitioners have mixed up the conditions that should apply to a fixed term employment agreement with the conditions that should apply to a non-fixed term employment agreement, when in fact, by considering the type and nature or activity of the work, the two things are different from the making of the employment agreement to the conditions for the termination of the employment. A fixed term employment agreement can be changed to a non-fixed term employment agreement if it exceeds the work period agreed in the fixed term employment agreement, either under an agreement between the parties or by operation law. The addition of the phrase "and the work period remains to be calculated" actually provides more protection for any workers who are hired under fixed term employment agreements, because if they are required to undergo any probationary periods, their work periods shall be calculated. Without the phrase "and the work period remains to be calculated", it will actually be detrimental to the worker, because for any worker who is required to undergo a

probationary period, then such probationary period is null and void and if the work period is not counted it will have an impact on the amount of compensation received at the end of the agreement which is detrimental to the worker/laborer. Pursuant to the above legal consideration, the *a quo* argument of the Petitioners is legally unjustifiable.

Whereas the Petitioners argue that the norm of Article 78 in Article 81 number 24 of Law 6/2023 has imposed exploitative working hours by increasing the overtime work limit to a maximum of 4 (four) hours in 1 (one) day and 18 (eighteen) hours in 1 (one) week, such provision is exploitative because the workers would not have sufficient time to rest. The Court is of the opinion that employing workers beyond their working hours should be avoided because the workers/laborers must have sufficient time to rest and recover. However, in certain cases there is an urgent need which must be satisfied immediately and cannot be avoided, therefore the workers/laborers must work beyond their working hours and the overtime is carried out pursuant to the agreement of the workers/laborers. The overtime must meet the requirements of having the approval of the relevant worker/laborer, so that the maximum overtime of 4 (four) hours in 1 (one) day and 18 (eighteen) hours in 1 (one) week, which is an amendment from the overtime regulated in Article 78 in Article 81 number 24 of Law 6/2023, would not be an exploitation of workers, because the implementation of the said overtime has been approved by the relevant worker [*vide* Article 78 paragraph (4) in Article 81 number 24 of Law 6/2023]. In addition, the provisions of Article 28 of Government Regulation 35/2021 basically state that to implement any overtime work, there must be an order from the employer and an approval from the worker/laborer in writing and/or via digital media, then a list of workers/laborers who are willing to work overtime is made and signed by the workers/laborers and the employer. Furthermore, the employer must make a list of overtime work implementation which includes the names of the workers/laborers who work overtime and the duration of overtime work. Regarding the matters, Article 29 of Government Regulation 35/2021 states that in principle, any companies that put workers/laborers in overtime are obliged to pay overtime wages, provide sufficient opportunity for rest, and provide food and drinks of at least 1,400 (one thousand four hundred) kilocalories, if overtime work is carried out for 4 (four) hours or more, and all of these provisions cannot be replaced with money. Although in practice, the workers/laborers cannot possibly go against their superiors' orders, however, the Court is of the opinion that the most important thing to consider is the essence of the said overtime, an overtime is usually carried out due to special events such as a work that is approaching completion time or other urgent work. This means that overtime is not done all the time. In addition, the workers' overtime must also pay attention to occupational safety and health (OSH) aspects, and the workers who work overtime are paid wages in accordance with the applicable provisions. Pursuant to the above legal consideration, the *a quo* argument of the Petitioners is legally unjustifiable.

Whereas regarding the Petitioners' arguments that Article 88C paragraph (7) and Article 88D paragraph (3) in Article 81 number 28 of Law 6/2023 which in essence states, "further arrangements are regulated in government regulations" should also be reviewed by the Court, the Court is of the opinion that pursuant to the legal considerations of Sub-sub-paragraph [3.15.3.1] regarding the position and material of government regulations, it turns out that the matters have been considered by the Court in which the Court emphasized that the delegation to Government Regulation is still necessary to further regulate the contents of the law, to the extent that this does not regulate the substance that should be included in the law. This means that the relevant Government Regulation only regulates technical matters so as not to complicate the adjustment process if any amendments to the relevant Government Regulation are desired in the future. In addition, the Court has considered in Paragraph [3.1] that the Court's authority is to carry out judicial review of laws against the 1945 Constitution of the Republic of Indonesia, therefore, if there is any government regulation material that does not comply with the regulations above it, then the review such issue is not under the Court's authority. Pursuant to the above legal consideration, the *a quo* argument of the Petitioners is legally unjustifiable.

Whereas the Petitioners argue that Article 157 in Article 81 number 48 of Law 6/2023 has degraded the quality of protection for workers/laborers which is a constitutional mandate that has so far been sufficiently protected under the provisions of Law 13/2003. In addition to basic wages and fixed allowances, Law 13/2003 mandates that the workers/laborers and their families are entitled to receive other fixed allowances in the form of free provision of goods/supplies. Article 157 paragraph (1) of Law 13/2003 regulates the provisions related to wage components, wage components used as the basis for calculating severance pay, and/or long service payment, and replacement money for rights consisting of basic wages and fixed allowances. Regarding other provisions in Article 157 paragraph (1) in Article 81 number 48 of Law 6/2023, in principle it is the same as Article 157 paragraph (1) of Law 13/2003. It regulates the wage components used as the basis for calculating severance pay and/or long service payment consisting of basic wages and fixed allowances. In fact, Law 6/2023 provides confirmation that wages must be paid in the form of money, so that there are no more severance payments calculated in the form of goods (rations). The revocation of free rations cannot be considered to degrade the quality of worker/laborer protection, because any worker/laborer who is terminated pursuant to Article 156 in Article 81 number 47 of Law 6/2023 will still receive severance pay and/or service payment and replacement money for rights to which he/she is entitled, the amount of the said severance pay and/or service payment and replacement money for rights are calculated pursuant to the laws and regulations and all of which are received in the form of money. Providing rations in kind is considered irrelevant, because it is not in accordance with the current development which has changed the said rations in kind into money. Pursuant to the above legal consideration, the *a quo* argument of the Petitioners is legally unjustifiable.

Whereas the Petitioners argue that Article 160 in Article 81 number 52 of Law 6/2023 clearly endangers and threatens the existence of workers/laborers because it is easily reported by the employers and the employers can replace the obligation to pay wages with allowance in accordance with the percentage stated in the *a quo* article. The Court is of the opinion that the revocation of the phrase "not under a complaint from an employer" in Article 160 in Article 81 number 52 of Law 6/2023 is a consequence of the detention of workers/laborers for committing a crime, either under a complaint from an employer or not under a complaint from an employer. The provision of the *a quo* article does not differentiate between the two because it views detention by the authorities as being carried out as a result of a criminal act committed by the worker/laborer. The revocation of the *a quo* phrase resulting in the worker/laborer not being paid his/her wages by the employer, however the employer remains responsible for paying the wages to the dependents of the worker/laborer. The Court is of the opinion that the non-payment of wages to the worker/laborer due to committing a criminal act does not endanger or threaten the existence of the worker/laborer under the reason that the worker/laborer can easily be reported by the employer. An act is declared a criminal act if the act is against the law, is detrimental to society, is prohibited by criminal regulations, the perpetrator will be subject to criminal penalties, and the perpetrator can be held accountable. In accordance with these criteria, it cannot be said that all acts are criminal acts, therefore the concerns of the Petitioners that their existence will be threatened because they can easily be reported by the employer are unjustifiable. Likewise, regarding the loss of wages that must be paid to the Petitioners, the Court is of the opinion that the reason for the non-payment of wages is because the worker/laborer is detained by the authorities as a consequence of a criminal act conducted by the worker/laborer, however, the employer remains to take on his/her responsibility to pay the wages to the dependents of the worker/laborer in accordance with the provisions, and the employer will re-employ the worker/laborer after he/she is declared not guilty before the passing of a period of 6 (six) months [*vide* Article 160 in Article 81 number 52 of Law 6/2023]. In addition, the revocation of the phrase "not under a complaint from an employer" is also a follow-up to the Constitutional Court Decision Number 012/PUU-1/2003 which was pronounced in a plenary session open to the public on 28 October 2004. Pursuant to the above legal consideration, the *a quo* argument

of the Petitioners is legally unjustifiable.

Whereas the Petitioners argue that Article 161 in Article 81 number 53, Article 162 in Article 81 number 54, Article 163 in Article 81 number 55, Article 164 in Article 81 number 56, Article 165 in Article 81 number 57, Article 166 in Article 81 number 58, Article 167 in Article 81 number 59, Article 168 in Article 81 number 60, Article 169 in Article 81 number 61, Article 170 in Article 81 number 62, Article 171 in Article 81 number 63, Article 172 in Article 81 number 64, and Article 184 in Article 81 number 65 of Law 6/2023 which regulates the reasons for the dismissal are then further regulated with more norms in the implementing regulations. Therefore, to review the constitutionality of the *a quo* article, the review must not only be carried out to the said laws but also to Government Regulation 35/2021 because they have degraded the quality of worker protection in relation to compensation for the amount of severance pay, long service payment and replacement of rights which were better regulated and had been sufficiently protected by Law 13/2003.

The Court is of the opinion that since the *a quo* argument substantially has been considered in case number 168/PUU-XXI/2023, then the consideration of the *a quo* case also applies to the petition of the Petitioners, as follows.

Whereas the Petitioners further questioned the norms of Article 161 in Article 81 number 53 of Law 6/2023; Article 162 in Article 81 number 54 of Law 6/2023, Article 163 in Article 81 number 55 of Law 6/2023; Article 164 in Article 81 number 56 of Law 6/2023; Article 165 in Article 81 number 57 of Law 6/2023; Article 166 in Article 81 number 58 of Law 6/2023; Article 167 in Article 81 number 59 of Law 6/2023; Article 169 in Article 81 number 61 of Law 6/2023; and Article 172 in Article 81 number 64 of Law 6/2023 which have revoked the norms of Article 161, Article 162, Article 163, Article 164, Article 165, Article 167, Article 169, Article 171, and Article 172 of Law 13/2003. According to the Petitioners, the revocation of the norm is contrary to Article 27 paragraph (2), Article 28D paragraph (1) and paragraph (2) of the 1945 Constitution of the Republic of Indonesia, and therefore they petition for the Court to re-enact the norms of the *a quo* articles which have been revoked.

Upon careful review of the norms of the above articles by the Court, it is found that some of them are already regulated in Article 154A in Article 81 number 45 of Law 6/2023 and some are also already regulated in Article 52, Article 36, Article 40, Article 41, Article 43 and its elucidation in relation to the audit, Article 44, Article 45, Article 46, Article 47 and its elucidation, Article 55, Article 56, Article 57, and Article 58 of Government Regulation 35/2021. The arrangement is not carried out systematically, thus making it difficult to synchronize the norms that have been revoked and those that remain in effect in Article 81 of Law 6/2023. Moreover, it is found that the norms that have been revoked are in fact enforced in Government Regulation 35/2021, therefore the regulation of the *a quo* Government Regulation does not have a clear legal ground.

Therefore, pursuant to the above legal considerations, the Court is of the opinion that because some of the norms that have been revoked apparently continue to be regulated in Law 6/2023 even though they are not arranged systematically, it cannot be said that the substance of the revoked norms has truly disappeared. However, such arrangements have caused difficulties in comprehensively understanding the norms of Article 81 of Law 6/2023. Meanwhile, regarding the revoked norms, in fact some of them are regulated in the government regulation. The Court is of the opinion that the regulation of the said government regulation is inappropriate because its substance should be regulated in the law.

Pursuant to the description of the above legal considerations, since the substance of the norms of the article being petitioned for review is still relevant, it is submitted to the legislators to follow up on it. Therefore, the *a quo* argument of the Petitioners is legally unjustifiable.

Therefore, the legal consideration for the case number 168/PUU-XXI/2023 is *mutatis mutandis* also applies in considering the *a quo* petition, therefore the arguments in the *a quo* petition of the Petitioners must be declared legally unjustifiable.

Meanwhile, regarding the constitutionality review of the norms of Article 168 in Article 81 number 60, Article 170 in Article 81 number 62, Article 171 in Article 81 number 63, and Article 184 in Article 81 number 65 of Law 6/2023, the arguments of which are combined with the arguments of other norms that have been considered previously. The Court is of the opinion that because the arguments of the Petitioners are the same as the arguments that have been considered in the legal considerations for case Number 168/PUU-XXI/2023, the legal considerations are *mutatis mutandis* also apply to the legal considerations of the *a quo* case. Therefore, the petition of the Petitioners in relation to the constitutionality review of the norms of Article 168 in Article 81 number 60, Article 170 in Article 81 number 62, Article 171 in Article 81 number 63, and Article 184 in Article 81 number 65 of Law 6/2023, the arguments of which are combined with the arguments of other norms that have been declared revoked in Law 6/2023, therefore the petition is legally unjustifiable.

Whereas parts of the substance of the norms of Article 151 paragraph (3) and paragraph (4) in Article 81 number 40, Article 156 paragraph (2) in Article 81 number 47, Article 157A in Article 81 number 49 of Law 6/2023 were already granted by the Court, therefore, the other parts of the *a quo* norms are declared to be contrary to the 1945 Constitution of the Republic of Indonesia and they have no binding legal force since the pronouncement of the Constitutional Court Decision Number 168/PUU-XXI/2023, dated 31 October 2024. Thus, the Court is of the opinion that the *a quo* petition in relation to the previously granted norms has lost its object.

As for the constitutionality review of the norms of Article 151A in Article 81 number 41, Article 157 in Article 81 number 48, and Article 160 in Article 81 number 52, Article 161 in Article 81 number 53, Article 162 in Article 81 number 54, Article 163 in Article 81 number 55, Article 164 in Article 81 number 56, Article 165 in Article 81 number 57, Article 166 in Article 81 number 58, Article 167 in Article 81 number 59, Article 168 in Article 81 number 60, Article 169 in Article 81 number 61, Article 170 in Article 81 number 62, Article 171 in Article 81 number 63, Article 172 in Article 81 number 64, Article 184 in Article 81 number 65 of Law 6/2023 are legally unjustifiable.

Meanwhile, the constitutionality review of the norm of Article 156 paragraph (4) in Article 81 number 47 of Law 6/2023 is premature, and the review of Article 152 in Article 81 number 42, Article 153 in Article 81 number 43, Article 154 in Article 81 number 44, Article 154A in Article 81 number 45, Article 155 in Article 81 number 46, Article 158 in Article 81 number 50, Article 159 in Article 81 number 51 of Law 6/2023 is obscure (*obscuur).*

Meanwhile, regarding the constitutionality review of the norms of Article 168 in Article 81 number 60, Article 170 in Article 81 number 62, Article 171 in Article 81 number 63, and Article 184 in Article 81 number 65 of Law 6/2023, the arguments of which are combined with the arguments of other norms that have been considered previously. The Court is of the opinion that because the arguments of the Petitioners are the same as the arguments that have been considered in the legal considerations for case Number 168/PUU-XXI/2023, the legal considerations are *mutatis mutandis* also apply to the legal considerations of the *a quo* case. Therefore, the Petitioners' petition regarding the constitutionality review of the norms of Article 168 in Article 81 number 60, Article 170 in Article 81 number 62, Article 171 in Article 81 number 63, and Article 184 in Article 81 number 65 of Law 6/2023, since the arguments of which are combined with the arguments of other norms that have been declared revoked in Law 6/2023, it is legally unjustifiable.

Accordingly, the Court subsequently passed down a decision which verdict states, as follows.

1. To declare that the Petitioners' petition regarding Article 56 paragraph (3) in Article 81 number 12, Article 57 paragraph (1) in Article 81 number 13, Article 64 in Article 81 number 18, Article 79 paragraph (2) letter b in Article 81 number 25, Article 79 paragraph (5) in Article 81 number 25, Article 88 paragraph (2) in Article 81 number 27, Article 88B in Article 81 number 28, Article 88C paragraph (4) in Article 81 number 28, Article 88E in Article number 28, Article 88F in Article 81 number 28, Article 90A in Article 81 number 31, Article 90B in Article 81 number 31, Article 92 in Article 81 number 33, Article 95 in Article 81 number 36, Article 96 in Article 81 number 37, Article 97 in Article 81 number 38, Article 98 in Article 81 number 39, Article 151 paragraph (3), and paragraph (4) in Article 81 number 40, Article 152 in Article 81 number 42, Article 153 in Article 81 number 43, Article 154 in Article 81 number 44, Article 154A in Article 81 number 45, Article 155 in Article 81 number 46, Article 156 paragraph (2) and paragraph (4) in Article 81 number 47, Article 157A paragraph (3) in Article 81 number 49, Article 158 in Article 81 number 50, and Article 159 in Article 81 number 51 of the Attachment to Law Number 6 of 2023 concerning of Determination of Government Regulation in Lieu to Law Number 2 of 2022 concerning the Job Creation into Law (State Gazette of the Republic of Indonesia of 2023 Number 41, Supplement to the State Gazette of the Republic of Indonesia Number 6856) is inadmissible;
2. To dismiss the remainder of the Petitioners' petition.