

# ANALYSIS OF EMPLOYMENT RIGHTS AFTER TERMINATION CONNECTION WORK ACCORDING TO THE LAW NO 6 YEAR 2023 ABOUT DETERMINATION PERPU NO 2 YEARS 2022 ON COPYRIGHT WORK

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## Abstract

Termination of employment relations is always interesting to study and study in more depth. Workers are always the weak party when faced with employers who are the party with the power. As parties who are always considered weak, it is not uncommon for workers to always experience injustice when dealing with company interests. The enactment of Law Number 6 of 2023 concerning the Determination of Government Regulations in Lieu of Law Number 2 of 2022 concerning Job Creation into Law brings several changes in the field of employment. The problem in this research is to see workers' rights after termination of employment. Therefore, research was carried out on the case that occurred with Mr. BUDI UTOMO who works as an employee of PT. ALFAPRIMA PANELINDO is one of the disputes between the company PT. ALFAPRIMA PANELINDO with employees who do not find an agreement on termination of employment. This research uses normative juridical research methods with a statutory approach and a case approach. The research results show that Law Number 6 of 2023 concerning the Establishment of Replacement Government Regulations Constitution Number 2 Year 2022 About Create Work Become Constitution has change a number of provision in Constitution Number 13 Year 2003 about Employment, including provisions regarding outsourced workforce. Based on comparison the old Employment Law and the Job Creation Law, it is necessary to realize that the Job Creation Law is also the same give rise to a number of controversy, specifically related protection power Work. A number of provisions in the Job Creation Law are considered to reduce protection for outsourcing workers, for example related provisions type work, time work, and severance pay. For That need done repair or revision on Law Number 6 Year 2023.

**Keywords:** Energy Rights Work, Termination Connection Work, Create Work.

## INTRODUCTION

Workers or laborers are weaker parties compared to entrepreneurs or employers therefore need to obtain protection for their rights which are very vulnerable to abuse violated or not fulfilled, for example the right to annual leave and the right to receive compensation as a result of unilateral termination of employment by the employer.

Workers or laborers do work under the orders of the person who pays his salary. These workers' rights appear simultaneously when a worker or laborer binds himself to the entrepreneur or employer to do something work, an example that can be seen immediately is the right to wages.

These workers' rights only exist when somebody become worker, right This attached only on they working, when a person is no longer a worker, the rights they once had are automatic will is lost (e-journal.uajy.co.id, 2016)

Talking about worker or labor rights means we are talking about human rights, as well as non-human rights. Human rights are rights inherent in workers or workers themselves which brought since born And If right the regardless or separated from self-worker that will become lowered his status and dignity as a human being. Meanwhile, non-human rights are workers' rights or workers who has been set in legislation its nature non-basic.

In Indonesia, the concept of human rights has been firmly and clearly recognized in Indonesia in the 1945 Constitution and implemented by the state in society. Human rights of workers or laborers is right for obtain work which worthy for humanity which has recognized its existence in the 1945 Constitution it is a constitutional right. That means that the state is not allowed emit policies Good form Constitution nor regulations implementation. (Sutedi, 2009).

But No seldom can we find Lots worker or laborer after they caught layoffs, worker or laborer sometimes request to party businessman or company for paid right-their rights exceed those regulated in the applicable provisions. With this condition create problem solving layoff disputes difficult to resolve.

The issue of termination of employment is always interesting to study and study further deep. Workers are always the weak party when faced with employers who is the party who has the power. As a party that is always considered weak, no rarely do workers always experience injustice when dealing with Interests Company.

The position between entrepreneurs and workers or laborers is not the same. Legally position workers or laborers are free, but socio-economically the position of workers or laborers is not free. This inequality in position causes workers or employees to only rely on energy attached to him to carry out the work. Apart from that, entrepreneurs always assume worker or laborer as an object in an employment relationship. Workers or laborers are external factors in process production even there is which consider businessman as heer i.m hes (as if that House I, Up to you I Want to use what). It means giver Work is Owner Company, so thateach activity depends on the wishes of the employer. This situation gives rise to a tendency employer's act arbitrarily towards their workers or employees. Working relationship between between entrepreneurs or employers and workers or laborers will sooner or later end. There is Sometimes termination of employment occurs at the initiative of the employer, but it can also be done at the discretion of the employer desire aware from worker or laborer That Alone. Matter this intended so that expenditure company No too big because price need experience increase consequence fluctuation price Which No uncertain, which become problem is if happen termination connection Work in a way unilateral by company towards workers or workers.

Outsourcing is choice taking user service power Work after the enactment of Law Number 6 of 2023 concerning Job Creation share Layoffs Because reason efficiency become 2 type that is Because loss And prevent loss, This actually makes it easier for employers to carry out layoffs unilaterally under the pretext of efficiency companies, and in Law Number 6 of 2023 concerning Latest Job Creation, layoffs on the grounds that efficiency is regulated more easily than Law Number 13 of 2003 regarding Employment. This can be seen in Government Regulation Number 35 of 2021 concerning Agreement Work Time Certain, Switch Power, Time

Work, And Time Rest Which arrange that businessman convey announcement Layoffs in form letter And convey it in a way legitimate and appropriate to workers and/or workers. Or workers/labor unions no later than 14 days' work before it happens Layoffs.

This protection is intended to provide termination of employment in the event of layoffs it is inevitable that it will have strong legitimacy that can be accepted by the parties involved. Parties, both regarding the reasons for the layoffs themselves and the legal consequences they cause. Need is known that every termination connection Work always own consequence or consequence law, Good towards workers or workers or businessman.

In reality, effort which done in frame protection Not yet walk in accordance hope. This is proven by the many cases of demonstrations and work strikes carried out by workers or laborers with the aim of improving welfare, but there are also cases demonstrations, work strikes which ended in layoffs which resulted in an increase in numbers unemployment.

Termination connection Work or termination connection Work is Wrong One type dispute connection industrial. Based on Constitution Number 2 Year 2004 about Completion Dispute Connection Industrial that is:

- (1) Dispute Right;
- (2) Collision Interest;
- (3) Disputes regarding termination of employment or layoffs; and
- (4) Disputes between trade unions/unions laborer or workers/laborers only at one company.

Dispute right is dispute which arise Because No fulfillment right, because difference implementation or interpretation of provisions of laws and regulations, work agreements. Regulation Company, or employment agreement together.

A dispute of interest is a dispute that arises in an employment relationship where there is no agreement regarding the creation or change of work conditions regulated in agreement Work, or company regulations or cooperation agreements.

Trade union or trade union disputes are disputes between trade unions or union with other workers or unions in one company, due to lack of understanding of membership, implementation of rights and obligations labor union. Whereas dispute termination connection Work is dispute which arise Because No exists agreement about termination work relationship by one of the parties.

The Job Creation Law changes a number of 82 laws, including changing several articles in Constitution Number 13 Year 2013 about Employment. Act Create Work limit determination wages minimum per district/city and formulate it based on inflation and economic growth (Karunia, 2020). The district or city minimum wage is in accordance with the Job Creation Law with condition certain. Determination wages minimum notice condition life worker with consider aspects of economic growth and inflation (Putsanra, 2020). This law also reduces limit giving severance pay from 32 month wages become 19 month, added 6 month wages which provided government (Yahya, 2020). Size severance pay which determined different with

Constitution employment. Before Constitution this applies, outsourcing allowed for work Which No directly related to production. Expats who stay more than 183 days a year No worn tax income (Akhlas, 2020). Even found that regulation for worker has outlined and the processes required when dismissing workers are designed to protect rights worker has been revoked (Yahya, 2020).

From various problem which stated in on, task which faced still heavy, for can more notice And strive interest worker or laborer in increase his welfare. Desire to know and understand more, especially related with everything related to this:

- (1) To know workers' rights after work termination;
- (2) To find out what legal action can be taken after termination work relationship.

Therefore that , researcher take case concrete regarding the termination of employment relations with Mr. Budi Utomo at PT. Alphaprime Panelindo, which involves bipartite, tripartite meetings, and legal processes leading up to the decision of the Supreme Court of the Republic of Indonesia . This matter relate with labor rights after termination of employment based on Constitution No. 6 of 2023 concerning Determination of Perpu No. 2 of 2022 concerning Job Creation. Termination of employment has legal consequences in the form of providing compensation to workers. Employers have an obligation to provide compensation to laid-off workers. However, compensation does not always occur, especially if the termination of employment occurs during a trial period or based on a Specific Time Work Agreement (PKWT).

## **THEORETICAL BACKGROUND**

### **1. Labor**

According to the Big Indonesian Dictionary (Qodratillah et al, 2011) workers are people who work or people who can do something. The definition according to the Big Indonesian Dictionary (KBBI) explains that workers do something in their field of expertise to produce goods or services in order to increase productivity in the long term in order to increase the level of output in period time certain.

According to Constitution Republic Indonesia Number 13 Year 2003 about Employment, A worker is anyone who is able to do work to produce goods and services for fulfil his needs Alone and need public. By line big resident something country can differentiated become two group that is worker and non-worker. Resident entered nforce Work if resident the has reach period age Work between age 15 – 65 year. Meanwhile, the category of population that is not included in the labor force is residents Which Not yet reach the limit minimum age workforce.

The increasing population every year will have a positive impact or negative, depending on their role as residents. The high population cannotis said to be a driver of economic growth, it could be the opposite. Because of its height the population is not proportional to the skills it has with the demand for energy work from the provider employment or the business world.

In Law of the Republic of Indonesia Number 13 of 2003 concerning Employment on Chapter 1 number 2, which meant by power Work is every person which capable carry out work to produce goods and/or services to meet their needsthemselves or to meet their own needs. Community (Pujiastuti, 2015).

In practice, according to him, the meaning of workers and non-workers is only differentiated based on age limit (Simanjuntak, 1985). In this case, what is meant by workforce is an individual person currently look for or has do work which produce goods or service which fulfil predetermined age requirements or limits. With legislation aimed at obtain results or wages for daily living needs.

Which intended with workers/laborers is every person Which Work with accept wages or compensation in other forms (Article 1 Number 3 Law of the Republic of Indonesia Number 13 2003 concerning Employment). Rewards in other forms are in the form of: goods or object which value determined based on agreement between businessman and workers/laborers. The elements implied in the definition of worker/laborer are:

- (1) Working on other people,
- (2) On other people's orders,
- (3) Get wages (Kelsen, 2006).

Based on the description of the meaning of labor and workers quoted from various sources, you can concluded that worker is someone who able to work.

## **2. Rights and Obligations the Workers**

Rights are interests protected by law. Rights provide enjoyment and freedom for individuals to carry it out. Obligations are positive legal norms that orders individual behavior by establishing sanctions for conflicting behavior. Draft obligation law on basically related with draft penalty. Subject obligation lawis an individual whose behavior can be a condition for the imposition of sanctions as consequence (Mertokusumo, 2005).

## **3. Termination Connection Work**

Termination of employment is the end of the employment relationship between the worker and the agency,it means worker the No Again Work after letter termination connection Work the publishedand no longer employed as a worker. According to Sedarmayanti (2017) termination of employment (PHK) is a situation where an employee does not work at an agency because of an employee's employment termination of the employment relationship between the employee and the agency or the term of the contract already empty. According to Alfa and Murni (2016), termination of employment is defined as the end permanent employment relationship between the agency and workers. Transfer of employees from an agencyto agency other or dismissal employee from agency the because of various because. According to Constitution Number 13 Year 2003 about Employment, termination employment relationship is the end of the employment relationship because it results in the end of rights and obligations between workers/laborers and entrepreneurs. Reasons for termination of employment could be:

various factor, Good from agency nor from self Alone. Reason termination connection Work is:

- (1) Application resignation self-submitted direct by worker in a way personal, with reason forlooking for a better and more profitable agency;
- (2) Reasons for entering retirement age, employees will stop working in accordance with the age policy set by the agency;
- (3) Dismissed due to negligence, employees commit fraud such as fraud and theft;
- (4) Health which bad;
- (5) Continuing education; and
- (6) Want to be self-employed.

Termination of employment (PHK) is a situation where a worker is laid off or no longer works at the agency due to the termination of the employment relationship between the employee and the agency, or the contract period will not be extended. Law Number 13 of the Year 2003 about Employment chapter 162 paragraph 1 mention that workers/laborers which resigning of their own accord will receive compensation for their rights. In accordance with the provisions of article 156 paragraph 4, namely:

- (1) Leave that has not been taken or has expired;
- (2) Cost or expenditure for repatriate worker or his family to place He accepted Work;
- (3) Replacement housing and treatment / care of at least 15% of severance pay.

## RESEARCH METHODS

This type of research uses normative juridical research, namely the approach to problem reviewed from regulation legislation which applies specifically regarding employment. Meanwhile, the normative approach is only an approach using secondary data by developing a conceptual framework. Data sources used in this research are:

- (a) Primary legal materials such as statutory regulations such as Constitution Republic Indonesia Number 13 Year 2003 about Employment, Book Law Civil Law and other regulations relating to issues.
- (b) Legal materials secondary, namely: literature, expert opinions published in various media and research.
- (c) Tertiary legal materials such as the Big Indonesian Dictionary, materials from the internet, and so on. Technique collection data done with use study literature that is with method reading, studying books and other literature that is processed and formulated systematically according to each subject. Data analysis in research writing this uses method analysis qualitative, in matter This study in a way deep material law Which There is Then combine them with material law other as well as things other Which combined with theories supporter and taken conclusion.

## DISCUSSION

### 1. Workers ' Rights After Termination of Employment According to Law No. 6 of the Year 2023 About Determination Perpu No. 2 Year 2022 About Job Creation

Termination of employment has legal consequences, both for the employer and for the employer workers or laborers themselves. The legal consequence in question is in the form of providing compensation to workers or laborers whose employment relationship with their employer is terminated. For entrepreneurs, there is an obligation to provide compensation to workers or related companies work was terminated. In side other, worker or employee entitled receive compensation them. However, termination of employment is not always followed by compensation workers or laborers. Sometimes workers or laborers do not receive any compensation for termination employment relationship with the employer. For example, workers or employees whose employment relationship disconnected in period test or connection it works disconnected in period test, or connection it works based on Agreement Work Time Certain (PKWT). Below we will explain the chronology of the cases that happened Mr. \_ Budi U TOMO \_ working as an employee of PT. A LFAPRIMA P ANELINDO as a welder and gets paid amounting to Rp. 4,386,256. There were layoffs for all employees in the cutting /metal fabrication division against 47 people including Br. BUDI UTOMO as in letter no: 044/SK/APP/V-2020. Meeting Bipartite between party PT. ALFAPRIMA PANELINDO with 34 person which sue payment severance pay. Meeting Tripartite between party PT. ALFAPRIMA PANELINDO, plaintiff, and the District Manpower Department. Bogor and issued recommendations in accordance with Letter No. : 565/ 2473/HI SYAKER/XI /2020 dated 19 November 2020. The PHI decision was issued as follows derivative/copy of civil case sus.PHI /PN Bandung No. : 67/ Pdt.Sus -PHI/2021/ PN.Bdg, date 28 June 2021. PT. ALFAPRIMA PANELINDO submitted an appeal to the Supreme Court of the Republic of Indonesia and a decision was issued as derivative/Copy case civil sus PHI/PN Bandung No. : 1321 K/ Rev. Sus - PHI/2021/ PN.Bdg, December 08 2021.

As for witnesses will outlined as following:

#### ❖ **Witness Mr. \_ BUDI UTOMO (Reporter) Explained that**

- The witness works at PT. ALFAPRIMA PANELINDO which is located at Jl. Pancasila IV Cicadas District. Gunung Putri District. Bogor as a welder in the Cutting Division . Witness Work in company the since date 17 January 2005 And lifted become employeestill on 17 June 2013 in accordance with Letter Update Decision Appointment Employee Still PT. ALFAPRIMA PANELINDO Number : 076/APP/SK-AP/VI/2013,date June 17, 2013;
- Witness in Layoffs together with 47 person other based on Letter Termination Connection Work new issued by party company through Letter No : 044/SK/APP/V-2020, May 29 2020 for reasons of termination of the contract/tender with party giver order / vendor namely PT. HITACHI;
- Related to layoffs by PT. ALFAPRIMA PANELINDO against 47 people in the division cutting , there is 13 person Which accept compensation payment severance pay Which offered as big as 4 time wages, whereas 34 person other including witness sue.

Dispute between the company PT. ALFAPRIMA PANELINDO with employees, There have been 4 meetings/deliberation efforts with the company times, namely on 18 May 2020, 29 May 2020, 8 June 2020 and 6 July 2020 but not find agreement.

❖ **Witness Mr. \_ BUDI UTOMO (Reporter) explained that**

- Then a tripartite meeting was held between PT. ALFAPRIMA PANELINDO, plaintiff, And Service Power Work Regency. Bogor And published recommendation in accordance with LetterNo. : 565/ 2473/HI SYAKER/XI /2020 dated 19 November 2020, but still not reach agreement;
- The process continues by registering the lawsuit with PHI at the Special Class IA Bandung District Courton date 29 January 2021 And has get decision as Derivative/Copy Case Civil Sus.PHI /PN Bandung Number: 57/ Pdt.Sus -PHI/2021/ PN.Bdg , date 28June 2021, between Budi Utomo, et al.
- As far as the witness knows, PT. ALFAPRIMA PANELINDO filed an appeal to the Supreme Court of the Republic of Indonesia and rise decision as derivative/Copy case civil sus PHI/PN Bandung No. : 1321K/ Pdt.Sus -PHI/2021/ PN.Bdg , date 08 December 2021, However lawsuit the rejected;
- The witness and 33 other people submitted a request for execution to the Bandung District Court and it was issuedBA Aanmaning June 8 , 2022 stated that the warning had been completed and ordered respondent execution in grace time 8 day however No heeded by reported.
- Meanwhile, based on the derivative/copy of the decision in the civil case Sus PHI/PN Bandung No. : 1321 K/ Pdt.Sus -PHI/2021/ PN.Bdg , dated 08 December 2021 PT. ALFAPRIMA PANELINDO obliged give Money as big as Rp. 75,662,916,- (Money compensation,that is severance pay, Money award period Work And replacement right), Rp. 3,386,256,-(lack THR 2020), and Rp. 26,317,536,- (process wages)

❖ **Witness Mr. \_ BUDI UTOMO (Reporter) explained that**

- Meanwhile, based on the derivative/copy of the decision in the civil case Sus PHI/PN Bandung No. : 1321 K/ Pdt.Sus -PHI/2021/ PN.Bdg , dated 08 December 2021 PT. ALFAPRIMA PANELINDO obliged give Money as big as Rp. 75,662,916,- (Money compensation,that is severance pay, Money award period Work And replacement right), Rp. 3,386,256,-(lack THR 2020), and Rp. 26,317,536,- (process wages) .

❖ **Witness Mr. \_ ANHARUDIN explained that**

- The witness works at PT. ALFAPRIMA PANELINDO in 2009, serving as witness Quality Controls in division cutting , on year 2011 lifted become Employee Still withPKWTT status (Indefinite Time Work Agreement) on the basis of a Letter of Appointment Employee Still.
- Colleague Witness Mr. \_ BUDI UTOMO as Welder in the Cutting division PT. ALFAPRIMA PANELINDO around since 2005 and its Worker Status has been appointed since 2007 as employee still with status PKWTT, as in Letter UpdateEmployee Appointment



No.076/APP/SK-AP/VI/2013, dated 17 June 2013 is Employee Still, Already dismissed Work in a way unilateral by businessman PT. ALFAPRIMA PANELINDO on date 20 May 2020 through Letter Layoffs number : 044/SK/APP/V-2020 date 29 May 2020 with 46 person others include witnesses.

- That on PT. ALFAPRIMA PANELINDO there is union worker Which named Union Independent Workers (SPM) with numbers member 37 people.
- No There is violation/mistake Which done by Mr. \_ BUDI UTOMO before done Termination Connection Work and No Once given Letter Warning Also.
- Until with moment This Witness checked Mr. \_ BUDI UTOMO Not yet get right his rights as worker PT. ALFAPRIMA PANELINDO? form Money severance pay, Money award period Work and compensation money.
- Until now, the recommendation from the District Manpower Office Mediator . Bogor was ignored by the party PT. ALFAPRIMA PANELINDO And Already There is Also Inspection from Supervisor Employment Region I Bogor.

❖ **Witness Mr. \_ ABDUL HAMID explained that**

- Previously witness Work in PT. ALFAPRIMA PANELINDO Which address in Jl. Pancasila IV Cicadas District. Gunung Putri District. Bogor as the finishing section in the Division Cutting . Witness Work in company the since date 23 October 2019 until withdate 20 May 2020, as Letter Experience Work PT. ALFAPRIMA PANELINDO Number: 044/SPK/APP/V-2020, date May 20 2020.
- As for Which done termination connection Work by party businessman PT. ALFAPRIMA PANELINDO numbered 47 people (including witnesses and Br . BUDI UTOMO) as per PT letter. ALFAPRIMA PANELINDO No : 044/SK/APP/V-2020, dated 29 May 2020, regarding Termination Connection Work. As for employee Which laid off entirely is employee in the Cutting Division
- As for reason did it Layoffs by party PT. ALFAPRIMA PANELINDO amount 47 person employee (including Mr. \_ And bro. BUDI UTOMO) as Letter PT. ALFAPRIMA PANELINDO No: 044/SK/APP/V-2020, date 29 May 2020, regarding Termination of employment due to the company experiencing financial difficulties and No able to pay employees in Cutting Division .

❖ **Witness Ms. \_ EVIE THIO (ADMIN BILLING PT. ALFAPRIMA PANELINDO) explained that**

- The witness works at PT. ALFAPRIMA PANELINDO since January 5 2015, as permanent employee and currently serves as Admin for the billing section of PT. ALFAPRIMA PANELINDO.
- PT. ALFAPRIMA PANELINDO was founded in 1991 and operates in the industrial sector electricity, namely manufacturing electrical panels with brands "ALPHA PANEL".

- Since beginning witness Work in PT. ALFAPRIMA PANELINDO, there is two division, that is divisionpanel (electrical production) and cutting division ( shorting production rack , shorting cabinets , etc. ). However, around 2018 there was a decline in turnover in the Cutting Division , so division the disbanded on year 2020 And moment This only there is One division just, that isDivision Panel.
- As far as I know witness, company led by Mr. \_ LEONARDY TANNARA, Mr. \_ BUDIMARTONO OETAMA, and Br . HADI TANUDJADJA PUTRA (witness does not know moment This concerned took office as commissioner or director).
- As far as I know witness Mr. \_ BUDI UTOMO Once Work in PT. ALFAPRIMA PANELINDO (the witness does not know since when). However, since there have been problems in the section cutting (around year 2020), Mr. \_ BUDI UTOMO Already No Work Again in PT. ALFAPRIMA PANELINDO (PHK) and the witness also does not know the reason. However, As far as the witness knows, the company once offered a policy/compensation to Mr. BUDI UTOMO, However No accepted by Mr. \_ BUDI UTOMO And No find pointagreement between second both parties.
- Related dispute connection industrial on Court Country Bandung Class I A SpecialWhich has get decision as Derivative/Copy Case Civil Sus.PHI /PN Bandung Number: 57/ Pdt.Sus - PHI/2021/ PN.Bdg , dated 28 June 2021, between Budi Utomo, et al. against PT. ALFAPRIMA PANELINDO, which was then submitted cassation to Court great R.I And has get decision as Derivative/Copy Case Civil sus. PHI/PN Bandung Number : 1321 K/ Rev. Sus - PHI/2021/ PN.Bdg , date 8 December 2021 between PT. ALFAPRIMA PANELINDOagainst BUDI UTOMO, et al., the witness does not know the details of how and how What. Which witness know dispute the related with payment severance pay employeein Cutting division PT. ALFAPRIMA PANELINDO.
- ❖ **Witness Mr. \_ HADI TANUDJADJA PUTRA (COMMISSIONER OF PT. ALFAPRIMA PANELINDO) explained that:**
  - Witness Work in PT. ALFAPRIMA PANELINDO since year 1991 until with Now And currently serving as Commissioner.
  - PT. ALFAPRIMA PANELINDO is a PT legal entity as stated in the Deed of Establishment PT “PT ALFAPRIMA PANELINDO” Number: 166, November 25 1991, Notary TRISNAWATI GLORIOUS, SH, And Already get approval/ratification as per the Decree of the Constitutional Court of the Republic of Indonesia Number: C2-3399.HT.01.01.Th'93.-, dated 19 May 1993,as amended in the last GMS as stated in the Extraordinary GMS BA“PT. ALFAPRIMA PANELINDO” Number : 31, date 20 August 2019, Notary Public HERIATI ZURaida, SH, who has received the decision of the Minister of Law and Human Rights of the Republic of Indonesia Number AHU-0072873.AH.01.02.YEAR 2019 ABOUT Agreement Change Budget Base PT. ALFAPRIMA PANELINDO, date September 20, 2019.

- PT. ALFAPRIMA PANELINDO operates in the electrical panel industry, namely manufacturing casing / cover / box panel electricity And assembly components compiler panel electricity (assembly) (Panel Division). The brand of electrical panel produced by PT. ALFAPRIMA PANELINDO is "ALPHA PANEL" Prev PT. ALFAPRIMA PANELINDO Also produce tank For excavator brand HITACHI (Division Cutting ). However since several years which Then part the Already disbanded.
- The witness is aware of the industrial relations dispute at the Bandung District Court Class IA Especially those who have obtain a decision as a Derivative/Copy of a Civil Case Sus.PHI /PN Bandung Number: 57/ Pdt.Sus -PHI/2021/ PN.Bdg , dated 28 June 2021, between Budi Utomo, et al. against PT. ALFAPRIMA PANELINDO, which was then submitted cassation to Court great R.I And has get decision as Derivative/Copy Case Civil sus. PHI/PN Bandung Number : 1321 K/ Rev. Sus - PHI/2021/ PN.Bdg , date 8 December 2021 between PT. ALFAPRIMA PANELINDO against BUDI UTOMO, et al. This is a problem with employee severance pay at division/section cutting . As far as I know witness, initially on moment done Layoffs party The company offered severance pay of 4 months' salary, but the employee did not done Layoffs reject it And want 9 month wages. However, party company Nocan agreed. After That witness No involved more in Again and only get information related decision dispute connection industrial the from Director, Mr. \_ BUDIMARTONO OETAMA.
- ❖ **Witness Mr. \_ LENOARDI TANNARA (COMMISSIONER MAIN PT. ALFAPRIMA PANELINDO) explained that**
  - Witness Work in PT. ALFAPRIMA PANELINDO since year 1991 until with Now And currently in office as Commissioner Main.
  - PT. ALFAPRIMA PANELINDO is a PT legal entity as stated in the Deed of Establishment PT "PT ALFAPRIMA PANELINDO" Number: 166, November 25 1991, Notary TRISNAWATI GLORIOUS, SH, And Already get approval/ratification as per the Decree of the Constitutional Court of the Republic of Indonesia Number: C2-3399.HT.01.01.Th'93.-, dated 19 May 1993, as amended in the last GMS as stated in the Extraordinary GMS BA "PT. ALFAPRIMA PANELINDO" Number : 31, date 20 August 2019, Notary Public HERIATI ZURAIDA, SH, who has received the decision of the Minister of Law and Human Rights of the Republic of Indonesia Number AHU-0072873.AH.01.02.YEAR 2019 ABOUT Agreement Change Budget Base PT. ALFAPRIMA PANELINDO, date September 20, 2019.
  - As for those who decided to disband the cutting division along with layoffsemployees Which Work in division the is witness And Mr. \_ BUDIMARTONO OETAMA, as Commissioner Main and Director PT. ALFAPRIMA PANELINDO.
  - The witness is aware of the industrial relations dispute at the Bandung District Court Class IA Especially those who have obtain a decision as a Derivative/Copy of a Civil Case Sus.PHI /PN Bandung Number: 57/ Pdt.Sus -PHI/2021/ PN.Bdg , dated 28 June 2021, between Budi Utomo, et al. against PT. ALFAPRIMA PANELINDO, which was then

submitted appealed to the Supreme Court of the Republic of Indonesia and has received a decision as stated in the Derivative/Copy of the Case Civil sus. PHI/PN Bandung Number : 1321 K/ Pdt.Sus -PHI/2021/ PN.Bdg , date 8 December 2021 between PT. ALFAPRIMA PANELINDO against BUDI UTOMO, et al. the is problem severance pay employee in division/section cutting . As far as the witness knows, initially when the layoffs were carried out the company offered them Money severance pay as big as 4 month wages, but party employee Which done Layoffs reject itAnd want 9 month wages customized with period Work ybs. However, party company can not agreed.

❖ **Witness Mr. \_ LENOARDI TANNARA (COMMISSIONER MAIN PT. ALFAPRIMA PANELINDO) explained that**

- Witness Work in PT. ALFAPRIMA PANELINDO since year 1991 until with Now And currently in office as Commissioner Main.
- PT. ALFAPRIMA PANELINDO is a PT legal entity as stated in the Deed of Establishment PT “PT ALFAPRIMA PANELINDO” Number : 166, date 25 November 1991, Notary Public TRISNAWATI GLORIOUS, SH, And Already get approval/ratification as per the Decree of the Constitutional Court of the Republic of Indonesia Number: C2-3399.HT.01.01.Th'93.-, dated 19 May 1993, as amended in the last GMS as stated in the Extraordinary GMS BA “PT. ALFAPRIMA PANELINDO” Number : 31, date 20 August 2019, Notary Public HERIATI ZURAIDA, SH, who has received the decision of the Minister of Law and Human Rights of the Republic of Indonesia Number AHU-0072873.AH.01.02.YEAR 2019 ABOUT Agreement Change Budget Base PT. ALFAPRIMA PANELINDO, date September 20, 2019.
- As for those who decided to disband the cutting division along with layoffs employees Which Work in division the is witness And Mr. \_ BUDIMARTONO OETAMA, as Commissioner Main and Director PT. ALFAPRIMA PANELINDO.
- The witness is aware of the industrial relations dispute at the Bandung District Court Class IA Especially those who have obtain a decision as a Derivative/Copy of a Civil Case Sus.PHI /PN Bandung Number: 57/ Pdt.Sus -PHI/2021/ PN.Bdg , dated 28 June 2021, between Budi Utomo, et al. against PT. ALFAPRIMA PANELINDO, which was then submitted appealed to the Supreme Court of the Republic of Indonesia and has received a decision as stated in the Derivative/Copy of the Case Civil sus. PHI/PN Bandung Number : 1321 K/ Pdt.Sus -PHI/2021/ PN.Bdg , date 8 December 2021 between PT. ALFAPRIMA PANELINDO against BUDI UTOMO, et al. the is problem severance pay employee in division/section cutting . As far as the witness knows, initially when the layoffs were carried out the company offered them Money severance pay as big as 4 month wages, but party employee Which done Layoffs reject itAnd want 9 month wages customized with period Work ybs. However, party company can not agreed.

❖ **Witness Mr. \_ ANDRY SANTOSA, S.Pd., MH ( Wasnaker Wil I Bogor) explained that**

- Witness moment This Work as Supervisor Employment on UPTD Supervision Employment Region I Bogor, Java Province Manpower and Transmigration Service West, witness works since 2017.
- PT. ALFAPRIMA PANELINDO according to the witness's knowledge is a company that is engaged in the Electrical Panel Manufacturing Industry located at Jl. Pancasila IV Cicadas District. Gunung Putri District. Bogor and is included in the UPTD supervision area Bogor Region I Labor Inspection. From Ms. \_ EVI of representative employees Company, obtained information that Which responsible moment This is Mr. \_ BUDIMARTONO (As Director of PT. ALFAPRIMA PANELINDO).
- Layoffs Can done to all your energy Work Good that's labor with status connection Work with Agreement Work Time No Certain (PKWTT) or Connection Work Time Certain (PKWT), Layoffs Can in form agreement termination connection Work, resignation self employee or based on decision PHI.
- Mechanism Layoffs based on Invite Invite Number 2 Year 2004 about Completion There are several stages in industrial relations disputes, the first is stages Before the Court where dispute resolution can be carried out bipartitely with agreement make Agreement Together, And If Bipartite fail so noted on Regency or City Manpower Office which the parties then choose to settle with Mediation, Conciliation or Arbitration.
- The second is the stages in court, where PHI is part of PN in the region Province place dispute happen. Assembly judge consists from Judge Career, Ad Hoc Judges ( each 1 suggestion each Trade Unions / Labor Unions and suggestions Employers' Organizations), SP/SB and Employers' Organizations can act as proxies law represent member And Law Program Which used on PHI is Law Program Civil.
- The form of decision for PHI settlement is an interim decision, a level court decision first for rights disputes and layoff disputes, the Court of First Instance and final For dispute interest And Layoffs And If Not yet Also finished can submitted Cassation to M.A. \_

❖ **Witness Mr. \_ ANDRY SANTOSA, S.Pd., MH ( Wasnaker Wil I Bogor) explained that**

- PT. ALFAPRIMA PANELINDO did not implement the contents of Inspection Note I Number: 13405/TK.04.04/PK-WIL I BGR, date 8 August 2022, so that held call for clarification of the implementation of the contents of the note The event was attended by Mr. BUDIMARTONO OETAMA (As Director of PT. ALFAPRIMA PANELINDO) on November 25 2022 And company state Not yet carry out fill Inspection Note I.
- Wasnaker has issued Inspection Note II Number: 22680/TK.04.04/PK-WIL.I BGT, November 30, 2022.
- After Note Inspection published by Supervisor Employment, No Once another meeting was held between the Labor Inspectorate, PT. ALFAPRIMA PANELINDO, And Mr. \_ BUDI UTOMO and/or worker other Which disagree related solution payment severance pay and/or Money award period Work And Money replacement due rights accepted.

❖ **Witness Mr. \_ ARIFianto BARKAH, SH ( Department of Manpower Regency. Bogor) explained that**

- The witness works at the District Manpower Service. Bogor since 2012 and since 2017 witness served as Mediator Industrial relations.
- THR must be given by the company to employees who have worked more than 1 year year, namely 1 time salary in 1 month or otherwise as regulated in other PP. Meanwhile, employees who have worked for less than a year are also entitled to receive it THR is pro rata, namely 1 month's salary divided by 12, the result of which is multiplied by the amount months worked (work period). Apart from that, THR must be paid in cash, it is mandatory in full (cannot be paid in installments) and no later than 7 days before Religious Holidays. Matter This is stated in Article 3 paragraph 1 and Article 5 of Permenakertrans No. 6 of 2016. Meanwhile, if the company does not pay THR for employees, then the company will given penalty administrative form reprimand written, restrictions activity business, termination temporary part/all of the tool production, And freezing activity business (Article 78 Government Regulation No. 36 of 2021 concerning Wages and SE Menaker Number 6 year 2016 about Religious THR for Workers/Labourers in Company).
- Companies that are late in paying THR will be subject to a fine of 5% of the total THR religious matters that must be paid from the end of the deadline for the entrepreneur's obligation topay. The THR and 5% fine must be paid before the THR payment in the year Which will come, If Not yet paid Also so each the year, company must paytotal THR previously added fine 5% the. Matter the arranged in Chapter 62 paragraph

(1) and (2) Government Regulation no. 36 of 2021 concerning Wages and Article 10 Minister of Manpower and Transmigration Regulation No. 6 of 2016. The THR payment period ends if The dispute regarding THR received advice from the Manpower Office which was then decided by PHI judge.

❖ **Witness Mr. \_ ARIFianto BARKAH, SH ( Department of Manpower Regency. Bogor) explained that**

- As for For calculation Money severance pay and/or Money award period Work And Money compensation for rights that workers should receive when a relationship is terminatedwork is as follows:

**a. Severance pay**

- 1) For years of service not enough from 1 (One) year, Money severance pay as big as 1 month wages;
- 2) For work periods of more than 1 (one) year and less than 2 (two) years, severance pay amounting to 2 months wages.
- 3) For above working period 2 (two) money year severance pay as big as 3 month wages, etc.
- 4) Until with period Work eight year or more, maximum 9 month wages. (Chapter 40paragraph (2) PP No. 35 of 2021).

### **b. Award Money**

- 1) For period work 3 year or more But not enough from 6 year, paid 2 month wages.
- 2) Period work 6 year or more, But not enough from 9 year paid 3 month wages.
- 3) Period work 9 year or more But not enough from 12 year, paid 4 month wages.
- 4) Period work 12 year or more But not enough of 15 year, paid 5 month wages.
- 5) Period work 15 year or more But not enough from 18 year paid 6 time wages.
- 6) Working period 18 year or more but less from 21 years old, paid 7 months wages, etc.
- 7) Period work 21 year or more But not enough from 24 year, paid 8 month wages, etc
- 8) Until with period Work 24 year or more, paid 10 month wages. (Chapter 40 paragraph (3) PP No. 35 of 2021).

### **c. Money Replacement of Rights**

For compensation for rights that should have been received, including annual leave that has not been received taken and has not expired in the year of the layoff, costs/return costs for workers/laborers and his family to the place where the worker/laborer is accepted to work, other matters stipulated in employment agreement, Company Regulations or Collective Labor Agreement. (Based on Article 40 PP no.35 of 2021).

#### **❖ Witness Mr. \_ ARIFianto BARKAH, SH ( Department of Manpower Regency. Bogor) explained that**

- As far as the witness PT. ALFAPRIMA PANELINDO and its employees have done so Bipartite 4 times, namely on 18 May 2020, 29 May 2020, 8 June 2020, 6 July 2020. At that time the workers demanded to be reinstated and accepted normal and full/full wages and reject layoffs carried out by the company, but in Bipartite no agreement was reached. So the process continues mediation with the District Manpower Department. Bogor (Tripartite). Then on July 8th 2020 submitted For mediation Tripartite with Service Power Work Regency. Bogor. Furthermore the District Manpower Department. Bogor issued a Response Letter dated the 21st July 2020 and issued a Clarification Letter to schedule mediation on the 3rd August 2020.
- After the District Manpower Department. Bogor issued recommendations, as per the letter Service Power Work Regency. Bogor Number : 565/2473/Hi Syaker /XI/2020, date 19 November 2020, regarding RECOMMENDATIONS, these recommendations were not implemented due to parties company PT. ALFAPRIMA PANELINDO reasoned that condition finance company unable to meet the demands of the employee/worker. then the witness found out that this dispute continued to the Industrial Relations Court when the worker's party take Treatise Recommendations To Service Power Work Regency. Bogor. After That, until with moment This No There is communication Again or information Which be delivered, Good by party workernor the company.

❖ **Expert Dr. TOTOH BUCHORI, S.Pd., SH, MH, MM, M.B.A (Expert Employment university Maranatha) explain that**

- That element Which there is in Chapter 185 paragraph (1) And Chapter 156 paragraph (1) Constitution RI Number 6 of 2023 concerning Job Creation as amended by RI Law Number 13 of 2003 concerning Employment is Deliberately not/didn't do it payment for workers' rights as stated in the PHI decision is closely related to article 156 (1) that is related with right worker form severance pay on Layoffs Which has done.
- That in accordance with the nature of criminal law, Dolus was an intentional company does not want to carry out his obligations even though there is already a decision that confirms it Court, the Company has the ability to pay because it does not bankrupt company the.
- The Board of Directors is a company organ that is responsible inside and outside the court on continuity of the company.
- There is no police report for the BUDI UTOMO employment criminal case abolish civil claims for Derivative Copies/Copies of Civil Cases sus. PHI/PN Bandung Number: 1321 K/ Pdt.Sus -PHI/2021/ PN.Bdg , dated 8 December 2021 between PT. ALFAPRIMA PANELINDO against BUDI UTOMO, et al because both have objective, function, role, And that realm different (Law Public and Law Private).
- The expert explained, if the reporter is different in the same case, which one is the reporter part from person Which submit lawsuit to PHI/MA in case dispute connection industrial about Layoffs No including on understanding *Nebis In Idem* .
- However, because the police report is still in the process of investigation and/or investigation as well has not been brought before the trial at the District Court, then it is in the process of investigation It is best to make one report with the names of each reporter included in file case the.
- The Board of Directors is a company organ that is responsible inside and outside the court on continuity of the company.

❖ **Expert Dr. SIGID SUSENO, SH, M. Hum (Expert Law Criminal University Padjdjaran )explained that**

- PT. ALFAPRIMA PANELINDO is worthy suspected of violating the provisions of Article 185 paragraph (1) jo. Article 156 paragraph (1) is due to whether or not he has terminated his employment relationship carry out obligations to pay severance pay, long service award money, and compensation money that workers should receive. Payment obligations the rights of laid-off workers has been determined in the decision of the Relations Court Industrial at the Special Class IA Bandung District Court Number: 57/ Pdt. Sus - PHI/2021/ PN.Bdg , date 28 June 2021 And strengthened in decision Cassation Number : 1321K/ Pdt.Sus -PHI/2021/ PN.Bdg , dated 8 December 2021 rejected the appeal request from the Cassation Applicant : PT. ALFAPRIMA PANELINDO.



- Goods Who Which intended in case this is individual person that is Mr. \_ BUDIMARTONO as Director or body law that is PT. ALFAPRIMA PANELINDO.
- If the company is unable to pay severance pay and/or money long service awards and compensation for rights that workers should receive so must stated based on law from official Which authorized so that ownlegal force and is not a statement of personal opinion. However, if materially the company is bankrupt and does not have the ability to carry out obligation to pay severance pay and/or long service gratuity and money replacement of rights that workers should receive from a criminal law perspective can be qualified as having no *mens rea* or an evil inner attitude to commit an act criminal so no proper to be held accountable criminally.
- Based on the meaning of ne bis in idem, reporting differs on the subject the same case and the reported party can be included in ne bis in idem because in this case deed Which reported Which allegedly violate law criminal is The same that is businessman No carry out obligation pay Money severance pay and/or Money long service awards and compensation for rights that workers should receive. So in this case it would be better if the investigation process was unified because of the case The same.
- ❖ **Reported Mr. \_ BUDIMARTONO OETAMA (Director PT. ALFAPRIMA PANELINDO) explained that**
  - I work at PT. ALFAPRIMA PANELINDO as Director, from 1991 to Now (Year 2023). Task And not quite enough answer I as Director PT. ALFAPRIMAPANELINDO is carry out operational And manage company in a wayoverall, starting from managing finances, managing production, managing marketing , And others related to the company.
  - PT. ALFAPRIMA PANELINDO Already Body Law Company Limited with legality as follows :
    - a. Copy of the Deed of Establishment of "PT ALFAPRIMA PANELINDO" Number: 166, dated 25 November 1991, Notary Public TRISNAWATI GLORIOUS, SH, band Already get approval/ratification as Decision Minister Justice R.I Number : 02-3399. HT.01.01.Th'93.-, dated 19 May 1993, with the company's authorized capital amounting toRp. 250, 000, 000,-, divided on 200 shares.
    - b. Copy of the latest amendments to the GMS contained in the BA Copy of the Extraordinary GMS "PT. ALFAPRIMA PANELINDO" Number: 31, dated 20 August 2019, Notary HERIATI ZURAIIDA, SH, domiciled in City Jakarta Center, Which has obtain the Decree of the Minister of Law and Human Rights of the Republic of Indonesia Number AHU-0072873.AH.01.02.Year 2019, about Agreement Change Budget Base Company Limited PT. ALFAPRIMA PANELINDO, date 20 September 2019, with authorized capital of Rp. 1,000,000,000,- and issued capital as big as Rp. 500,000,000,-, divided into 400 shares.

- PT. ALFAPRIMA PANELINDO is engaged in the electrical panel manufacturing industry, namely panel electricity with brand "ALPHA PANEL". Panel electricity is for sale through off-normal and through a tender system from the party customers .
- PT electrical panel. ALFAPRIMA PANELINDO is produced depending on customer orders ( made by orders) so that amount production And the sales, following price sell it variative, difficult I count per product. However, For turnover panel electricity before 8-9 year Which Then, per month you can earn Rp. 2,000,000,000,-, whereas currently, in 4 months Lastly, the turnover is around Rp. 234,593,894,-, according to the Purchase Order (PO) attachment 4 last month PT. ALFAPRIMA PANELINDO
- ❖ **Reported Mr. \_ BUDIMARTONO OETAMA (Director PT. ALFAPRIMA PANELINDO) explained that**
  - since the founding of PT. ALFAPRIMA PANELINDO, initially there was only one division, that is division panel electricity. Then on around year 2006-2007 there is addition One division Again, that is division metal fabrication ( cutting ). Division metal fabrication produce spare parts tools heavy only For supplies to PT. HITACHI CONSTRUCTION MACHINERY INDONESIA just. So because the more long orders/ orders from PT. HITACHI CONSTRUCTION MACHINERY INDONESIA is declining, judging by from an economic perspective and operational costs are no longer possible to survive, then decided For done termination contract Work with PT. HITACHI CONSTRUCTION MACHINERY INDONESIA so that division metal fabrication abolished, so until with moment This only there is One division, that is division panel electricity Which Still endure and walk.
  - Mr. \_ BUDI UTOMO previously had the status of a permanent employee while still working at PT. ALFAPRIMA PANELINDO, in accordance with the Appointment Decision Renewal Letter Permanent employee Number: 076/APP/SK-AP/VI/2013, dated 17 June 2013. As for Mr. BUDI UTOMO is a welding/ welder employee in the Metal Fabrication Division, so that this is done automatically for all employees in the metal fabrication division layoffs, as Letter No : 044/SK/APP/V- 2020, date 29 May 2020, regarding Termination Work relationship.
  - Moment meeting bipartite /process mediation, PT. ALFAPRIMA PANELINDO Already offers a severance payment policy of 4 times each employee's salary per month . However, some employees agree and some employees don't agreed, so mediation reached an impasse and the tripartite meeting continued with the District Manpower Department. Bogor with the result of no agreement. As for the parties employees still demand that severance pay be paid according to the provisions, however, the parties company No agreed Because limitations finance Which owned by company.

The company's unilateral dismissal action violates labor regulations. In accordance chapter 151 Constitution Number 6 Year 2023 about Determination Regulation Government Replacement Law Number 2 of 2022 concerning Job Creation Becomes Law , Entrepreneurs, Workers/Labourers, Union Workers/Unions Laborer, And Government must do effort For

prevent termination. Connection Employment, However Company No do effort anything to avoid layoffs, apart from the unilateral layoff mechanism carried out by company not enough appropriate Because based on Act Create Work need negotiations between Employers and Employees/Employees and/or Trade Unions/Labour Unions if they do not obtain agreement then the bipartite process will continue and if there is still no consensus then Layoffs next to stage next in accordance with mechanism solution Dispute Connection Industrial.

The layoffs carried out by the company were inappropriate and contrary to Article 86 of the Law. Invite Number 2 Year 2004 about Completion Dispute Connection Industrial Which states that disputes over rights and/or disputes over interests are followed by disputes termination connection Work, so that Court Connection Industrial must disconnect moreover formerly cases of rights disputes and/or interest disputes. On that basis, the company has no right carrying out unilateral layoffs because a rights dispute related to employment relations is still in process law.

On period Layoffs unilateral which done by company, worker which concerned get discrimination by not being allowed to go to work and not receiving wages while experiencing it the discrimination. This action violates Article 157A of the Job Creation Law state that in solution Dispute Connection Industrial, Businessman And Workers/Labourers must still operate his obligations, It means worker Which concerned still can work and stay accept wages.

For this reason, improvements are still needed in the implementation of Law Number 6 2023 concerning the Stipulation of Government Regulations in Lieu of Law Number 2 of the Year 2022 About Create Work Become Constitution , Not yet he explained status employment. Connection \_ Which experienced para the workers so give rise to various problem like lack of protection for agency workers , the emergence of disputes between workers and businessman, as well as various legal violations.

The rights of workers, including agency workers, have undergone several changes since promulgation of Law Number 6 of 2023 concerning Determination of Government Regulations Substitute Law Number 2 of 2022 concerning Job Creation into Law. The following are the rights of *outsourced workers* which underwent changes after the enactment of the Law Number 6 of 2023 concerning Stipulation of Government Regulations in Lieu of Law Number 2 Year 2022 About Copyright Work Become Constitution :

- a. Types of work after the enactment of Law Number 6 of 2023 concerning Determination Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation Becomes Law .

The enactment of Law Number 6 of 2023 concerning Determination of Government Regulations Substitute for Law Number 2 of 2022 concerning Job Creation to Become Law make labor regulations more flexible. In this case, after the entry into force Job Creation Law, according to article 64 of the Job Creation Law, the government is currently determining some determination implementation work And provision more carry on about determination part implementation work arranged in Regulation Government. Besides That, Act Create Work Also delete article 65 of Law Number 13 of 2003 concerning Employment, which is in The

article explains that the types of outsourcing work that can be done must be separate from main activities and does not hinder the production process.

With the abolition of Article 65 of the Law Employment in 2003, workers can do main or related work with production. Removing restrictions on types of work has a negative impact on workers, because companies can easily replace outsourced workers with new workers. Besides That, related period Work worker PKWT, there is a number of change on Chapter 59 Act Employment with Act Create Work, on paragraph (1) Act Employment on letter b provision "maximum three year". deleted. With deleted it provision This, worker own risk more big For employed unlimited time period. Article 59 of the Manpower Law limits the maximum PKWT period long 3 year. If provision This deleted, businessman can tie his workers on PKWT For unlimited time period. This will certainly be detrimental to workers because they will lose their tastesafe at work, besides that it will be increasingly difficult for workers to obtain their rights as workers. In PKWT, workers have more limited rights compared to PKWTT workers. For example, PKWT workers are not entitled to severance pay, gratuity pay or guarantees pension time. If the PKWT period is not limited, it will be increasingly difficult for workers to obtain it rights the.

- b. Right to Wages After the Enactment of Law Number 6 of 2023 concerning Determination Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation Becomes Law .

Post enactment Act Create Work, regulation Remuneration become more flexible. Based on Article 88C of the Job Creation Law states that the Governor is obliged to determine the provincial m

inimum wage And The Governor can determine district/city minimum wage.

According to the author, the phrase "can" in the provision "The Governor can set a minimum wage district/city" can interpreted that determination MSE No must, If determination MSE No mustthen it does not rule out the possibility that the Governor is not obliged to determine the UMK. If the governor only required to set the Provincial Minimum Wage (UMP), then the Regency Minimum Wage or City (UMK) in various districts or cities which have been higher than the Minimum Wage Province (UMP) will experience a decrease.

Copyright Law Work provides more relief to micro entrepreneurs compared to with Act Employment previously, Chapter 90B Act Create Work allow businessman microand small businesses pay wages below the UMP, wages in micro and small businesses are determined based on agreement between Businessman And Workers/ Labourers in Company. According to writer, with giveRelief for micro business actors in paying wages below the UMP provides benefitsfor perpetrator business small for develop so that impact on enhancement absorption powerWork. With relief wages, perpetrator business micro can open field Work new. Matter this willhelp reduce amount unemployment And increase well-being public.

Every worker who performs work outside normal working hours must be taken into account as wages overtime, except for worker on group certain Which No entitled on wages overtime.<sup>49</sup> The calculation of overtime wages after the enactment of the Job Creation Law underwent several changes. Calculation of overtime wages is also based on the overtime hours worked by workers. Article 78 of the Law Employment explains that overtime work can only be done for a maximum of 3 (three) hours in 1 (one) day and 14 (fourteen) hours in 1 (one) week, with the provisions in force Regulation of the Minister of Manpower. Job Creation Law. Article 78 of the amendment states, work overtime can only be done for a maximum of 4 (four) hours in 1 (one) day and 18 (eighteen) O'clock in 1 (one) week.

Change regulation related wages overtime have implications Which diverse, with increase time Work overtime means increase wages overtime, increase wages overtime This canutilized by worker outsourcing For fulfil need daily or For improve its performance. Their welfare. This can also be a motivation for workers outsourcing to work harder, but the reality is not always as expected, this is also the case can increase risk violation to rights worker outsourcing like No get wages overtime or lateness payment wages overtime, Lots worker outsourcing who do not know their rights, including the right to adequate overtime pay. This can cause they No demand his rights in a way maximum, besides that enforcement law about violation overtime pay for worker outsourcing still weak. This matter potential cause businessman does not comply applicable regulation.

- c. Right to Employment Social Security After the Enactment of Law Number 6 Years 2023 concerning the Stipulation of Government Regulations in Lieu of Law Number 2 of 2022 About Create Work Becomes Law

The enactment of the Job Creation Law also brings changes to several provisions in the Law Employment, including provisions regarding employment social security. Job Creation Law change provision chapter 18 Constitution Number 40 Year 2004 about System Guarantee National Social. The Job Creation Law adds one type of social security, namely Loss Guarantee Employment (JKP). Job Loss Guarantee (JKP) is a social security provided to workers/laborers who experienced a disconnection Work (layoffs). According to writer guarantee social employment post enactment Act Employment, addition program JKP give protection more for worker, specifically worker outsourcing post Layoffs. In accordance PP Number 37 Year 2001 about Maintenance Program GuaranteeLost Work provides benefits between other:

- 1) Cash: Cash benefits are given to JKP participants who experience layoffs within 6 months First. The amount of cash allowance is set at 45% (forty five percent) of salary in the first 3 (three) months and 25% (twenty five percent) of salary in the first 3 (three) months next.
- 2) Access to labor market information: Benefits of access to labor market information are provided to JKP participants in form training Work, apprenticeship, And information vacancy Work.
- 3) Training Work: Benefit training Work given to participant JKP Which has finish period benefit cash. Training Work aim For increase Skills And competence participant JKP so that more easy get work. JKP held by BPJS Employment and Central Government. BPJS

Employment responsible answer manage fund JKP And give benefit JKP to participant. Government Center responsible answer give subsidy to BPJS Employment for the implementation of JKP.

Regulations regarding social security in the Job Creation Law have improved, but in reality, there are still many employers who are reluctant to register their employees' differences of opinion, and entrepreneurs' awareness of the importance of social security is still low. Many entrepreneurs do consider social Security is a burden for the company.

Efforts are needed to increase entrepreneurs' awareness of the importance of social security, one of which is that the government needs to carry out outreach and education regarding its importance social security for employers and workers. Socialization and education can be done through various media, such as seminars, training and campaigns. With these efforts, it is hoped that this will be possible increasing social security participation in Indonesia. This will provide that protection more Good to workers/laborers and his family from risk social economy which can happen in work relationship.

d. Right to Compensation and Severance Pay After the Enactment of Law Number 6 Years 2023 concerning the Stipulation of Government Regulations in Lieu of Law Number 2 of 2022 About Create Work Becomes Law

The enactment of Law Number 6 of 2023 concerning Determination of Government Regulations Substitute Law Number 2 of 2022 concerning Job Creation into Law changing several provisions in calculating compensation money. The amount of reward is regulated in article 16 paragraph 2 PP Number 35 of 2021 concerning Specific Time Work Agreements, Outsourcing and Giving Service Workers, namely:

- The size Money compensation given in accordance with provision as following:
  1. PKWT during 12 (twelve) month Keep going continuous, given wages 1 (One) month;
  2. PKWT 1 (one) month or more but less than 12 (twelve) months, calculated randomly proportional with count: *m a s a k e r j a* 12 x 1 (one) month Wage;
  3. PKWT more from 12 (two mercy) month, calculated in a way proportional with count: *masa* work 12x (one) month Wages.

There was a change in the calculation of compensation money in the old Employment Law employers only pay the last month's wages received by workers, whereas the Copyright Law Work take into account period Work in giving compensation. According to writer, magnitude PKWT employee compensation after the Job Creation Law is greater than the Employment Law. Matter this of course profitable for worker outsourcing, because they will get Money more Lots when period it works end.

Money severance pay after the enactment of the law Job Creation is also experiencing this change. In chapter 36 PP Number 35 of 2021 concerning Specific Time Work Agreements, Outsourcing and Provisions Employee Services that explain several conditions that allow a company to lay off workers for efficiency reasons either followed by the closure of the

Company or No followed with closing Company. Closing Company Because Company experience loss, Company closed during 2 year because loss, Company closed because coercion, Company in state of delay payment obligations debt and The Company went bankrupt.

After the enactment of the Job Creation Law, employers can now easily carry out layoffs towards its workers for the reasons above. Before the enactment of the Job Creation Law, companies which do efficiency only can do Layoffs to his workers If closed, different with Act Create Work Which allow Layoffs without company closed. Besides that, deletion provision Article 156 of the Employment Law also makes it easier for employers to lay off workers his workers, especially workers who No have knowledge about legal effort.

About right consequence Layoffs that is severance pay, the amount vary for every reason Layoffs. Regulation Government Number 35 Year 2021 about Agreement Work Time Certain, Outsourcing, Time Work and Time Rest, as well as Termination Connection Work. Moment this worker can get severance pay of a maximum of 0.5 times his salary if he is dismissed because of the company is carrying out efficiency due to losses. Efficiency to prevent losses, companies that closed because loss keep going continuously during 2 year, company Which closed Because coercion, a company that is in a state of postponement of its debt payment obligations due to the company experience losses, and companies going bankrupt.

The value of severance pay in the Job Creation Law is lower than in the Employment Law Which long. Impact direct from magnitude severance pay in Act Create Work for worker outsourcing is the reduction in the value of severance pay that outsourcing workers receive if they are laid off. This matter Of course will become burden for worker outsourcing, especially for worker outsourcing which have period Work short.

### **Law for Power that work His rights Not Fulfilled by Company**

Effort law for worker is action which can done worker for obtain his rights which violated by company or giver Work. Effort law this can done through track non-litigation or litigation. Effort law non-litigation is effort law which done outside court. Effort law this aim for finish dispute connection industry through deliberation and consensus. Non- litigation legal efforts that workers can take between other:

#### **1. Bipartite**

Definition of Bipartite according to Law Number 2 of 2004 concerning Settlement Dispute Connection Industrial is negotiations between workers/laborers or union workers/unions laborer with businessman for finish dispute connection industrial.

In process bipartite , businessman And worker look for agreement, made agreement jointly signed by both parties and must be registered with the relevant agency responsible in field employment order obtained Deed Proof Registration collective. Agreement and if in the bipartite process the employer and employee do not reach an agreement. Furthermore will next to process Tripartite, para party can choose for continue process mediation, conciliation or arbitration.

## 2. Mediation

Industrial relations disputes carried out by neutral and impartial mediator. Based on Article 8 of the Industrial Relations Dispute Law it is explained that dispute resolution through mediation is carried out by a local mediator on each office agency which responsible answer in field employment Regency/City.

According to Article 10 of the Industrial Relations Disputes Law, it is stated that no later than 7 (seven) working days after receiving the delegation of dispute resolution, the mediator must have do study to circumstances matters and hold it soon hearing mediation.

In process mediation, If para party find say agreed so will made The Joint Agreement signed by the parties and witnessed by the mediator is then registered at the Industrial Relations Court at the District Court in the jurisdiction of the parties involved stage Agreement Together. Agreement For obtain deed proof registration. If paraparties do not reach consensus in the mediation process, the mediator will issue a recommendation written.

Recommendation written from mediator labor is determination written which issued by industrial relations mediator as a result of not reaching an agreement to resolve dispute connection industrial through mediation. Recommendation written mediator is created based on legal considerations and mediator conclusions regarding the results of the mediation. Written recommendations are mandatory submitted by the parties no later than 10 days after the first mediation hearing. The parties must give the answer is most slow 10 working day after accept recommendations written.

If the parties agree to the written recommendation, then no later than 3 (three) days' work after the written recommendation has been approved, the mediator must have finished helping the parties to make Agreement Together. And if para party or Wrong One party No agree recommendation written the, so para party or Wrong One party can continue solution the dispute to court Connection Industrial at the Court local country.

## 3. Conciliation

Article 17 of the Industrial Relations Dispute Law states that dispute resolution through conciliation carried out by a conciliator registered with the office of the responsible agency answer in the district/city employment sector.

Completion in a way conciliation have mechanism which almost the same with solution mediation. If the parties find an agreement on peace, it will be made mutual agreement, if the parties do not find an agreement then recommendations will be made in writing, if the parties agree with the written recommendations then a mutual agreement will be made. And if para party No agree so para party or Wrong One party can continue solution the dispute is over Relationship Court Industrial.

The difference in determining mediators and conciliators is that the mediator is appointed by the Head of Service Employment local or Head unit's solution dispute in Ministry Employment, while conciliators are selected and determined jointly by employers and workers on the day Work. Basic agreement.



#### 4. Arbitrage

Arbitration is a dispute resolution procedure carried out by a third party the neutral person is the arbitrator or arbitration panel. Arbitration is an alternative form dispute resolution (APS) recognized by law. Article 32 Law on Relationship Disputes Industrial state that solution dispute connection industrial through arbitrator done on base agreement para party which disagree. Para party agreed for finish their dispute through arbitration. Article 33 of the Industrial Relations Dispute Law explains that the parties make a letter of agreement which is the basis for the selection and appointment of the arbitrator from the list of arbitrators determined by the Minister.

If the parties to the dispute cannot reach an agreement regarding who is who will become arbitrator, Wrong One party can submit application to chairman court for appoint an arbitrator from the list of arbitrators determined by the Minister. Article 34 of the Law Industrial Relations Disputes states that an arbitrator is willing to resolve a matter dispute make agreement written with para party which dispute. Agreement this determine the arbitrator as the party who will resolve the dispute. Article 40 of the Law Dispute Connection Industrial Also mention that Arbitrator must finish dispute in time most long 30 working days since agreement appointment arbitrator signed.

In settling arbitration, the arbitrator must first reconcile the two parties' dispute. If they reach peace, the arbitrator is obliged to make a peace deed and then register it with the Industrial Relations Court at the District Court in region place of arbitrator make peace.

Different with mediation And conciliation, arbitration No emit recommendation written rather, it issues decisions that are final and binding on employers and workers. Besides that there is difference effort law, effort law mediation and conciliation is lawsuit in industrial relations court, even though it is based on Article 72 of Law Number 30 of the Year 1999 about Arbitrage and Alternative Completion Dispute explained that effort law arbitration is where one party submits a request. Cancellation of arbitration award to Supreme Court.

Effort law litigation is effort law which done through court. Effort law this aim for request decision court for finish dispute connection industrial. Completion dispute connection industrial through court is Wrong One method solution dispute which arranged in Constitution Number 2 Year 2004 about Completion Dispute Connection Industrial (Law PPHI). Completion this done by Court Connection Industrial Which domiciled on every Court Country Regency/City Which located in every Capital Province, Which area the law covers place Work workers/laborers. In system method the solution, Chapter 83 Act Dispute Connection Industrial explain that lawsuit Which No accompanied news program solution through mediation or conciliation will returned to plaintiff. Matter this aim for give chance to para party to resolve disputes by deliberation and consensus before filing a lawsuit to court. Chapter 85 mention, plaintiff can unplug the lawsuit any time before defendant give answer.

Matter this aim for give freedom to plaintiff for change his decision If feel hesitant with lawsuit which submitted. Besides that, chapter This Also mention that the withdrawal of the lawsuit which is carried out after the defendant has provided an answer, can only be granted if the

defendant agrees. This aims to protect the rights of the accused has spend money and power to prepare the answer. Based on Article 86 of the Industrial Relations Dispute Law, it is stated that in the event that an industrial relations dispute lawsuit contains more than one type of dispute, the Industrial Relations Court is obliged to first decide the rights dispute case and/or dispute the. Dispute about interest. Matter This aim For ensure workers' rights which are the basis for rights disputes and/or interest disputes has fulfilled moreover formerly, before disconnect dispute disconnection Work. According to Law Number 2 of 2004 concerning Settlement of Relationship Disputes Industrial, legal remedies against industrial relations court decisions are limited to cassation and there is no legal appeal. According to the author, this provision is intended to speed things up industrial relations dispute resolution. If there is an appeal then the dispute resolution process will longer and dragged on.

## CONCLUSION

There is case Which happen on Mr. BUDI UTOMO Work as employee PT. ALFAPRIMA PANELINDO constitute Wrong One dispute between party company PT. ALFAPRIMA PANELINDO with employee, Already Once done meetings/efforts discussion with party company as much 4 time, that is on date 18 May 2020, 29 May 2020, 8 June 2020 and 6 July 2020 but did not find an agreement. But at the meeting bipartite /process mediation, PT. ALFAPRIMA PANELINDO Already offer policy payment Severance pay is 4 times each employee's monthly salary. However, some employees agree And part employee Again No agree, so that mediation meet road dead end and continued with a tripartite meeting with the District Manpower Service. Bogor with no results agreement. The employees still demand that severance pay be paid according to the provisions, will but party company No agreed Because limitations finance Which owned by company. With ratified Constitution Number 6 Year 2023 about Determination Regulation Government Replacement Constitution Number 2 Year 2022 About Create Work Become Constitution is effort government for create climate investment which conducive and push growth economy. Act Create Work simplify regulation and licensing, as well as providing convenience for business actors, including in the employment sector. Job Creation Law expected can increase investment and growth economy which on finally impact positive to field Work. With climate investment which conducive so perpetrator business will more easy to develop and create new jobs. Apart from that, it is easy to recruit power work is also expected can increase chance work for public.

Law Number 6 of 2023 concerning Stipulation of Replacement Government Regulations Constitution Number 2 Year 2022 About Create Work Become Constitution has change a number of provision in Constitution Number 13 Year 2003 about Employment, including provisions regarding outsourced workforce. Based on comparison the old Employment Law and the Job Creation Law, it is necessary to realize that the Job Creation Law is also the same give rise to a number of controversy, specifically related protection power Work. A number of provisions in the Job Creation Law are considered to reduce protection for outsourcing workers, for example related provisions type work, time work, and severance pay.

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