

Legal Protection of Employment Relationships for Employee Relationships (Study at PT X)

Moh. Maruf and Riyan Sisiawan Putra and Inayatus Sholikhah

Department of Management, Nahdlatul Ulama University Surabaya

drmakruf1971@gmail.com, riyan_sisiawan@unusa.ac.id, inayatssh2@gmail.com

Abstract

The problems in this study are (1) What are the rights that must be accepted by employees at PT. X is a company engaged in construction, architecture, design, and planning. who get termination of employment (layoffs)? (2) What is the legal protection for employees who are laid off?. This study aims to (1) find out the rights that must be accepted by employees of layoffs at PT. X. (2) Knowing the legal protection received by employees for termination of employment relationship PT. X. The method used in data collection techniques is through library research. The approach used is the statutory approach. It will also be used an analytical approach (analytical approach). The conclusions obtained are (1) Psychologically layoffs are a serious threat to workers in doing work (2) In the Civil Code the provisions regarding labor obligations / workers are regulated in Articles 1603, 1603 a, 1603 b, and 1603 c of the Civil Code. (3) In the case of layoffs, the company is required or required to provide compensation to employees. (4) Legally in Article 6 of Law Number 13 Year 2003 regulates the legal protection of workers. (5) In article 153 paragraph 1 of the Law of the Republic of Indonesia Number 13 of 2013 concerning Labor. (6) Workers / laborers have the right to get protection from possible layoffs.

Keywords

Company, Law, Layoffs, Work.

1. Introduction

Looking from every angle of social glasses, it can be seen that every human being has many needs that he wants to be fulfilled. Everyone's needs are different. With the desire to fulfill needs, humans try to achieve the desired needs in various ways, one of which is by working, both working alone and with others. When humans work, they will get a reward that can later be used to meet their needs. If every human need can be met then a prosperous life can be obtained by themselves.

A work relationship is a relation that occurs between employers and workers after a work agreement is made (Lalu Husni, 2003). In the pattern of work relations between employers and employees, it is necessary to have interconnectedness and good relations to achieve prosperity. Djumadi (2004) states that the labor factor is one of the factors that determines the running of an activity. Welfare in the company, especially for employees needs to be built to achieve the planned objectives. Employee loyalty to the company is very important and also the role of employers in employees is an important factor in the pattern of welfare. In the context of employment relations between employers and workers, must contain the conditions of work that supports the achievement of a welfare. Through the terms of work, it is then regulated regarding the rights and obligations of each party, both workers and employers, to create a pattern of work relations within a harmonious Industrial Relations framework.

Efforts to guarantee the welfare of workers in the context of industrial relations is to provide full protection both at work relations, working hours, wages and social security. Although the roles and responsibilities regarding the issue of fulfilling wages and social security are considered not only the obligations of employers, but the government has an important role in determining the components or the minimum amount of fair wages and the implementation of a comprehensive social security system that can be accessed by workers. The problem or problem in the current industrial relations context is the frequent termination of employment (FLE) without clarity on employees or workers. According to Zainal Asikin (2008), In everyday life termination of work interaction between workers & employers is commonly known as layoffs or termination of employment relations, which can happen because it has been agreed or promised before & can also occur due to disputes

between workers & employers, the death of workers or other causes. Rohendra Fathammubina (2018) writes that layoffs can be done by the company if workers commit a violation of employment agreements, company regulations, or mutual agreements, in figure 1



Figure 1 Objective of Industrial Relations
(Resource: <https://theinvestorsbook.com/industrial-relations.html>)

Psychologically layoffs are a serious threat to workers in doing work. The significance of layoffs is also used as a reason for employers in matters that can support investment, that layoffs can cause regional instability and social sanity. In practice, termination of employment that occurs due to the expiration of the time specified in the employment agreement, does not cause problems for both parties (workers / laborers and companies) because the parties concerned are equally aware of the termination of the employment relationship so that each - they have tried to prepare themselves in facing that reality. Unlike the case of termination that occurs due to a dispute, this situation will have an impact on both parties, especially workers / laborers who are seen from an economic standpoint have a weak position when compared to the employer, because termination of employment for workers / workers laborers will give psychological, economic and financial influence.

Companies should prepare costs when giving money to stop working or other forms such as benefits to employees who were laid off. Layoffs for employees, means employees can not meet the needs of himself and his family to the fullest. On this basis, the company should be able to calculate the total amount of money that should have been obtained by employees who have been laid off, so that employees can meet the needs of themselves and their families.

In connection with the consequences caused by the termination of employment, especially for workers and their families, Prof. Imam Soepomo (1983) wrote, said: "Termination of employment for workers is the beginning of all terminations, the beginning of the end of having a job, the beginning of the end of the ability to finance the necessities of daily living for him and his family, the beginning of the end of the ability to send children to school and so on. "

PT. X is a company engaged in construction, architecture, design, and planning. The company is located on Jl. Trenggilis AA-2, Kota Surabaya.

According to research conducted that at PT. X is laying off employees for their employees. Without being given a reason why these employees and get termination of employment. So there needs to be an analysis in knowing the termination of employment relations at PT. X. Based on the background above, the authors intend to discuss the rights and obligations of employees in the company PT. X., Legal protection for employees for termination of employment.

Formulation of the problem

1. What are the rights that must be received by employees at PT. X. who get termination of employment (layoffs)?
2. What is the legal protection for employees who are laid off?

Objectives and benefits Research

This research has objectives and benefits, namely:

1. To find out the rights that must be received by employees on layoffs at PT. X.
2. Knowing the legal protection that must be received by employees for termination of employment relationship PT. X.

2. Literature Review

Based on Article 3 of Law No. 13 of 2003 concerning Manpower, workers / laborers are every person who works for a wage or other forms of remuneration. While the definition of entrepreneurs according to Law No. 13 of 2003 concerning Manpower is a person who conducts a business both in the field of trade, industry and so forth. The Law No. 13 of 2003 on Manpower provides a definition of labor that is that everyone who is able to do work to produce goods and or services both to meet their own needs and for the community (Nicodemus Maringan, 2015)

Sendjun H. Manulang (1990) wrote in his book that the existence of employment rules has several objectives, namely:

1. Achieving/implementing social justice for the workforce;
2. Protecting the workforce from the irrebats power owned by employers, for example creating rules that are coercive and have arbitrary actions against workers.

According to G. Kartasapoetra (1998) that the legislation is held as a form of control between workers and employers, each of them must comply with all applicable laws and regulations. Where each party must be able to take responsibility for their respective activities in accordance with their duties and authorities so that harmony will always be realized

In the Civil Code the provisions concerning labor obligations / workers are regulated in Articles 1603, 1603 a, 1603 b, and 1603 c Civil Code which includes: Obligation to pay compensation and fines if the worker / worker commits an act that harms the company either because of deliberate or negligence.

In Article 1 Paragraph 25 of the Law of the Republic of Indonesia Number 13 of 2003 concerning Manpower explains that the definition of termination is the termination of the rights and obligations of employees with the work owner for a certain reason.

According to Djumadi regarding the termination of employment in certain agreements there are two possibilities:

1. By law, namely the end of time or object that has been promised or agreed upon has passed.
2. Workers die with the exception that if the employer dies, the work agreement for a certain time does not end, that an employment agreement for a certain time does not end even if the employer goes bankrupt.

3. Research Methods

This research is a descriptive study that aims to provide data about the object to be studied as well as other symptoms. The data collection techniques that the author uses in this study are through library research. The approach used is the statutory approach.

In this study using a type of normative juridical research. Normative juridical legal research is research in which the author refers to legal norms, statutory regulations, expert opinions, literature, and research results that have been proven in a case. In addition, an analytical approach will be used, the main purpose of the analysis of legal material is to know the meaning contained by the terms used in the conceptual legislation, as well as to know its application in legal practice.

4. Results And Discussion

The Rights That Must Be Accepted by Employees for Layoffs at PT. X

In Law No. 2 of 2004 on Settlement of Industrial Relations Disputes has been regulated regarding legal efforts that can be made in case of termination of employment unilaterally that can be done by Bipartite, Mediation / Conciliation / Arbitration, to the Court of Industrial Relations. Termination of Employment is inevitable, that with the information based on and appropriate termination of employment, the company is required or obliged to provide compensation in the form of severance pay or rewards during work for workers or employees which are in accordance with the working period at the company after reimbursement rights namely money.

Arrangement of compensation in the form of severance pay, according to Article 156 paragraph (2) of the Law of the Republic of Indonesia Number 13 of 2003 concerning Manpower as follows:

- a. Work less than a year gets compensation for 1 month's salary.
- b. One year of work / but less than two years gets compensation of 2 months salary.
- c. two years of work / but not up to three years get compensation for three months' salary.
- d. Work time is three years / but not until four years get compensation worth four months salary.

- e. Work time is four years / but not until five years get compensation worth five months salary.
- f. Five years of work / but not until six years get compensation worth six months salary.
- g. The work period is six years / but not up to seven years to receive benefits worth seven months salary
- h. Seven years of work / but not until eight years get compensation of eight months' salary.
- i. Work time eight years / but not until getting compensation worth nine months of salary.

The right of reimbursement of money that must be obtained according to article 156 number 4 of the Law of the Republic of Indonesia Number 13 of 2003 concerning Labor includes:

- a) Annual leave not taken or not yet
- b. Costs for workers / families where the worker works.
- c) replacement of housing and treatment, care for fifteen percent of severance pay / award fees for those who qualify.
- d) stipulated other things in the work agreement, company regulations.

The Legal Protection That Must Be Received by Employees for Layoffs At PT. X

PT. X is a company engaged in construction, architecture, design, and planning. The company is located on Jl. Trenggilis AA-2, Kota Surabaya. Interwoven labor arises because of the existence of an employment agreement between the worker and the employer, namely where there is an agreement from the first party, an employee, associating himself to in the form of work by getting a salary from a second party or another party, business owner or entrepreneur, who is committed to employing the employee by providing salary according to the agreed agreement. "On the other party" means that the employee or worker is under the owner or leader in carrying out the work.

In juridical manner in Article 5 of Law Number 13 Year 2003, it provides protection for workers who include people who are not yet employed, namely people who are not bound in an employment relationship, and people who are currently bound in an employment relationship (workers / laborers), because people who are bound in an employment relationship are also entitled to get better or preferred jobs by workers / laborers. Whereas Article 6 is only protection for workers / laborers (people who are in a work relationship). This legal protection is given to the parties in order to enjoy the rights granted by the law, in figure 2 (Satjipto Raharjo, 2000)



Figure 2 Paradox of Legal Rights

(Resource: <https://www.internationalwaterlaw.org/blog/category/rights-of-nature/>)

In carrying out work relations, it cannot be avoided if in the future there will definitely be termination of employment or layoffs either done at the wish of the employer or at the desire of the workers themselves. According to Article 150 of the Republic of Indonesia Law No. 13 of 2003 concerning Manpower states "Termination of employment includes termination of employment that occurs in business entities that are legal entities or not, owned by individuals, belonging to associations or legal entities, both private and state owned, and businesses.

In article 153 paragraph 1 of the Law of the Republic of Indonesia Number 13 of 2013 concerning Employment Business owners are prohibited from laying off if based on the following reasons:

- a. Employees perform worship according to religious orders
- b. married employee
- c. female employees or workers who are pregnant, giving birth, are pregnant or are breastfeeding a baby.

- d. Employees have blood ties or marriage ties with fellow employees in one place unless stipulated in a work agreement, company regulations, or collective work agreement;
- e. Employees build unions or members or become administrators doing activities outside working hours can also work hours with the knowledge of the company in accordance with the provisions governing.
- f. The employee complains the business owner to the authorities regarding criminal actions committed by the business owner.
- g. Having differences in pamaama, political flow, ethnicity, color, class, sex, physical condition, or marital status;
- h. Employees experience permanent disability caused by work accident or because of illness that has a work relationship according to a letter from a doctor that cannot be known.

The reason for the dismissal was found to be contained in a legal defect, in the sense that there was something wrong with the letter of dismissal from the business owner, including:

- a. Not mentioned because of dismissal.
- b. Because dismissal impressed by finding fault.
- c. If the dismissal tends to be more burdensome than the dismissal of the owner of the business or contrary to the applicable rules, it will not have a good reason.

The implementation of layoffs has to do with income security for employees or workers who have lost their jobs. At the same time, rules must be made that relieve layoff procedures by taking into account the interests of both parties accompanied by giving step the solution correctly and in accordance with the value of Pancasila. Thus there remains a good working relationship between employers and workers. Workers / laborers are entitled to protection from possible layoffs, the exercise of rights in the form of certainty over the types of actions that can result in layoffs or severance due to being laid off. Life needs require humans to work, with this perspective the shadow of layoffs will disrupt work productivity. A worker will be able to increase work productivity if guaranteed in security and protection at work.

5. Conclusions

Psychologically layoffs are a serious threat to workers in doing work. The significance of layoffs is also used as a reason for employers in matters that can support investment, that layoffs can cause regional instability and social sanity.

Article 1 Paragraph 25 of the Law of the Republic of Indonesia Number 13 Year 2003 concerning Manpower explains that the definition of termination of employment is the termination of the rights and obligations of employees with work owners for certain reasons of the company. In the case of layoffs, the company is required or required to provide compensation in the form of severance pay or rewards during work for workers or employees. The right of reimbursement is regulated according to article 156 number 4 of the Law of the Republic of Indonesia Number 13 of 2003 concerning Labor in the Civil Code The provisions regarding labor obligations are stipulated in Articles 1603, 1603 a, 1603 b, and 1603 c of the Civil Code.

Legally, Article 6 of Law Number 13 Year 2003 regulates the legal protection of workers. The rules regarding the prohibition of layoffs are regulated in Article 153 paragraph 1 of the Law of the Republic of Indonesia Number 13 of 2013 concerning Labor. Workers / laborers are entitled to protection from possible layoffs that occur.

References

- Asikin, Zainal.,H. Agusfian Wahab, Lalu Husni, Zaeni Asyhadei.Dasar-Dasar Hukum Perburuhan.Jakarta:PT.Raja Grafindo Persada.2008
- Djumadi. Hukum Perburuhan.Jakarta: PT. Raja Grafindo Persada.2004
- Fathammubina, Rohendra, dan Rani. “Perlindungan Hukum Terhadap Pemutusan Hubungan Kerja Sepihak Bagi Pekerja”. Jurnal Ilmiah Hukum De’Jure: Kajian Ilmiah Hukum Vol.3 No.1. 2018
- G. Kartasapoetra, Hukum Perburuhan Indonesia Berdasarkan Pancasila, Sinar Grafindo, Jakarta, 1998
- Husni, Lalu.Pengantar Hukum Ketenagakerjaan Indonesia.Edisi Revisi.Jakarta: PT.Raja Grafindo Persada.2003
- Maringan, Nikodemus.“Tinjauan YuridisPelaksanaan Pemutusan Hubungan Kerja (PHK) Secara Sepihak oleh Perusahaan Menurut Undang-undang No. 13 Tahun 2003 tentang Ketenagakerjaan”.Jurnal Ilmu Hukum Legal Opinion. Edisi 3.Volume 3.Tahun 2015.

Manulang, Sendjun H. Pokok-Pokok Hukum Ketenagakerjaan di Indonesia. Jakarta: Rineka Cipta. 1990
Raharjo, Satjipto, Ilmu Hukum, Jakarta: Citra Aditya Bakti. 2000
Soepomo, Imam. Hukum Perburuahan Bidang Pelaksanaan Hubungan Kerja. Cet. V. Jakarta: Djambatan. 1983
Undang-Undang Nomor 2 Tahun 2004 tentang Penyelesaian Perselisihan Hubungan Industrial
Undang-Undang Nomor 13 Tahun 2003 tentang Ketenagakerjaan
<https://theinvestorsbook.com/industrial-relations.html>
<https://www.internationalwaterlaw.org/blog/category/rights-of-nature/>

Biographies

Moh. Maruf is a lecturer at Nahdlatul Ulama University of Surabaya, especially at S1 Management Unusa. Apart from being a lecturer, he is also active in several organizations including MUI, KADIN, KONI, and PWNu JATIM. Not only that, because his field is law, he also has a law firm. The education he took was S1 Law at Darul Ulum University, continuing back his Masters and Doctoral degrees in Law at Airlangga University. He is also Productive in producing books about law.

Riyan Sisiawan Putra is a lecturer at Nahdlatul Ulama University of Surabaya, he is the Head of the Study Program at S1 Management at Nahdlatul Ulama University of Surabaya. Undergraduate education is taken at Airlangga University, as well as his S2 education. Currently taking doctoral education at the same university. Joined in the Indonesian Management Forum (FMI), his fields of study are Human Resource Management and Entrepreneurship.

Inayatus Sholikhah is a student at the Nahdlatul Ulama University in Surabaya. She is a student in Bachelor Management (S1) at the Faculty of Economics and Business. Inayatus active in participating several organizations and communities, for example, Hima Masa, Ukm Seni Qu'rani, Ukm Ritmanusa, etc. She also often participates in student activities and internal competitions on University