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Fulfillment of Workers' Rights in The Terminating Employment Relationships During The Covid-19 Pandemic

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ABSTRACT

This paper analyzes the fulfillment of workers' rights in Termination of Employment Relationship during the Covid 19 Pandemic at PT Sukorintek and legal remedies that can be taken to fulfill workers' rights.This empirical juridical research uses a qualitative approach. Data collection techniques using interviews and documentation studies. The analysis technique uses an interactive model. The results showed that, Fulfilling workers' rights in Termination of Employment Relationship during the Covid 19 Pandemic at PT. Sukorintex Indah Textile is not in accordance with the provisions of the labor laws and regulations. PT. Sukorintex only provides severance pay to workers as much as 0.40 (40%) of the amount that should be received by workers. Whereas according to the labor laws and regulations, workers who are laid off due to force majeure which do not cause the company to close as in the case of PT Sukorintek are entitled to severance pay of 0.75 (zero point seventy five) times of service; 1 (one) time service award in accordance with the period of service and compensation for other entitlements in accordance with the period of service. Legal remedies that can be taken in the case of PT. Sukorintex, among others: using non-litigation, namely bipartite negotiations, mediation, and conciliation or using litigation, namely through the Industrial Relations Court at the District Court in the legal area where the worker/laborer works.

Keywords: *Covid 19 Pandemic, Layoffs, Workers' Rights*

ABSTRAK

Paper ini bertujuan untuk menganalisis pemenuhan hak pekerja dalam Pemutusan Hubungan Kerja pada masa Pandemi covid 19 di PT Sukorintek dan upaya hukum yang dapat dilakukan agar hak pekerja terpenuhi. Penelitian yuridis empiris ini menggunakan pendekatan kualitatif. Teknik pengumpulan data menggunakan wawancara dan studi dokumentasi. Teknik analisis menggunakan interaktif model. Hasil penelitian menunjukan bahwa, pemenuhan hak pekerja dalam Pemutusan Hubungan Kerja pada masa Pandemi covid 19 di PT. Sukorintex Indah Textile tidak

sesuai dengan ketentuan peraturan perundang-undanag Ketenagakerjaan. PT. Sukorintex hanya memberikan hak pesangon kepada para pekerja sebanyak 0,40 (40%) dari jumlah yang seharusnya diterima oleh pekerja. Padahal menurut peraturan perundang-undangan Ketenagakerjaan, pekerja yang di PHK karena alasan keadaan memaksa (force majeur) yang tidak menyebabkan perusahaan tutup sebagaimana kasus PT Sukorintek, maka berhak atas uang pesangon sebesar 0,75 (nol koma tujuh puluh lima) kali masa kerja; uang penghargaan masa kerja sebesar 1 (satu) kali sesuai dengan masa kerja dan uang penggantian hak lainnya sesuai dengan masa kerja. Upaya hukum yang dapat dilakukan dalam kasus PT. Sukorintex, antara lain: dengan cara non litigasi, yaitu perundingan bipatrit, mediasi dan konsiliasi atau dengan cara litigasi yaitu melalui Pengadilan Hubungan Industrial pada Pengadilan Negeri di daerah hukum tempat pekerja/buruh bekerja.Perkara. Tujuan dari penelitian ini adalah penulis ingin membahas lebih lanjut uraian permasalahan di atas tentang bagaimana hukum positif dan hukum Islam memandang perkara KDRT serta penyelesaiannya jika dilakukan melalui mediasi penal. Metode penelitian yang digunakan adalah yuridis normatif dengan analisis data kulaitatif-induktif. Hasil penelitian adalah meskipun belum memiliki landasan yuridis, hukum positif di Indonesia telah mengadopsi unsur-unsur yang terdapat dalam proses mediasi penal, yaitu disebut dengan sistem Restorative Justice. Dalam UU PDKRT No.23 Tahun 2004, KDRT dapat dikategorikan sebagai delik biasa dan delik aduan berdasarkan pasal-pasal yang terkandung di dalamnya. Apabila perbuatan KDRT termasuk delik aduan, maka dengan adanya mediasi penal, korban dapat mencabut aduannya sehingga proses hukum dihentikan. Dalam Islam, KDRT termasuk dalam kategori tindak pidana penganiayaan yang hukumannya adalah qisas. Ditinjau dari fiqh jinayah, proses mediasi penal serupa dengan hukuman qisas-diyat dalam beberapa hal.

Kata Kunci: *Hak Pekerja, Pandemi Covid 19, Pemutusan Hubungan Kerja*

Introduction

The COVID-19 pandemic has had a very broad impact on society, including for workers in private companies (Kaushik & Guleria, 2020). Based on data from the Ministry of Manpower of the Republic of Indonesia, in March 2020 in Indonesia there were 1.7 million workers at home and 749,000 workers laid off. The President of the Republic of Indonesia has actually given an appeal for entrepreneurs not to lay off workers affected by the COVID-19 pandemic so that workers can still earn income to maintain purchasing power. However, the president's appeal was not carried out by entrepreneurs. This is certainly very detrimental to the workers, especially for those who have worked in the company for many years (Joka, 2020).

The case that occurred at PT. Sukorintex Indah Textile (Sukorintex) during the covid 19 pandemic has also laid off workers and unilaterally terminated employment for workers with 40% severance pay from the amount they should have received while they worked at PT Sukorintek. This violates the constitutional rights of workers as stipulated in Article 27 paragraph (2) of the 1945 Constitution of the Republic of Indonesia, namely "Every citizen has the right to work and a decent living for humanity". In addition, it also violates Article 156 of the Law of the Republic of Indonesia Number 13 of 2003 concerning Manpower;

This paper aims to explore and analyze the fulfillment of workers' rights in Termination of Employment during the Covid 19 Pandemic at PT Sukorintek and legal remedies that can be taken to fulfill workers' rights.

Research Method

This empirical juridical research uses a qualitative approach. Data collection techniques using interviews and documentation studies. Interviews will be conducted with the company and the laid-off workers. Meanwhile, the documentation study will be used to explore primary and secondary legal materials related to this research. The analysis technique uses an interactive model.

Result and Discussion

Fulfillment of workers' rights in Termination of Employment Relationship during the Covid 19 Pandemic (Case of PT. Sukorintex Indah Textile)

Hundreds of factory workers at PT. Sukorintex, Jl. Raya Kunyaran Kandeman, Batang, held a demonstration in front of the factory on Tuesday, June 20, 2020. There was news that thousands of workers had been laid off, some temporary and some permanent. In the uploaded page on Facebook social media, there are posts that thousands of employees were laid off unilaterally and did not get severance pay according to the length of their work. A former worker explained that the termination of employment was carried out unilaterally, even though they had worked for 10 years and some had even worked at the company for a dozen years. The company's reason is

that the contract has expired. https://web.facebook.com/delikpantura. The results of the interviews showed that they only received 1 (one) severance pay and received a letter of work experience (Parti, personal interview, 17 December 2021). At the time of negotiation, the company still maintained 40% as severance pay and workers' requests for severance pay in accordance with the laws and regulations were not fulfilled by the company on the grounds that they could not decide and were still waiting for coordination from company management (Ahmad, personal interview, December 21, 2021).

According to HRD PT. Sukorintex was terminated during the Covid Pandemic for the following reasons: 1) the lack of raw material availability as a result of the Large-Scale Social Restrictions (PSBB) which resulted in a decrease in industrial and manufacturing productivity, which had to be cut by 30%, thus potentially reducing workers to maintain stability. company cash flow.; 2) the weakening of the Rupiah against the Dollar. In this case, the company feels burdened because the Rupiah has decreased to a value of Rp. 17,000 per US Dollar. If this continues, the production costs for companies that use imported materials will continue to increase disproportionately to the company's income; 3) The composite stock index experienced a drastic decline as a result of the cumulative stock index declining. This resulted in pressure on the financial sector so that the company's income decreased; 4) Indonesia in July 2020 experienced deflation of 0.10% and annual inflation reached 1.54% due to weakening public consumption due to Covid-19 and social restrictions. So companies have to lower prices in order to maintain sales stability even though production costs increase; 5) the Covid-19 pandemic automatically reduces the company's productivity, so PT. Sukorintex has difficulty managing finances, including to meet operational cost needs, one of which is paying for workers' normative rights such as wages. The difficulties faced have caused employers to take efficiency measures as a form of mitigating losses, such as laying off workers and terminating employment (PHK). (Juna, Personal Interview October 28, 2021)

PT Sukorintek laid off workers on the grounds of force majeure, namely the occurrence of the COVID-19 pandemic did not violate the laws and regulations in the

field of employment. According to Article 164 paragraph (1) of the Law of the Republic of Indonesia Number 13 of 2003 concerning Manpower, Employers can terminate the employment relationship of workers/laborers because the company is closed due to force majeure, the workers/laborers are entitled to severance pay in accordance with the provisions of Article 156 paragraph (2) paragraph (3) and paragraph (4). According to Article 154A Paragraph (1) letter (d) of the Law of the Republic of Indonesia Number 13 of 2003 concerning Manpower in conjunction with the Law of the Republic of Indonesia Number 11 of 2020 concerning Cipta Kerja, that companies can lay off workers because the company is closed due to forced circumstances. majeur).

The COVID-19 pandemic can be categorized as a force majeure (Randi, 2020). Force majeure is a state of coercion caused by a natural event that cannot be predicted and avoided because it is natural and not intentional (Juaningsih, 2020). Meanwhile, force majeure is due to an emergency, namely a forced situation caused by an unnatural situation or condition, special circumstances that are immediate and last for a short time, without being predictable in advance (Nelson, 2020). According to the Civil Code, force majeure is an event that is unexpected, unintentional, and cannot be accounted for by the debtor. This means that the debtor is forced to not keep his promise (Rasuh, 2016). According to Soemadipradja: In: Decision of the Supreme Court of the Republic of Indonesia Reg. No. 15 K/Sip/1957; No. 24 K/Sip/1958; No. 558 K/Sip/1971; No. 409 K/Sip/1983; No. 3389 K/Sip/1984; No. 409 K/Sip/1983; 21/Pailit/2004/PN.Niaga.Jkt.Pst that, one of the scopes of a force majeure event is an emergency, namely an unpredictable and/or very compelling situation or condition that occurs outside the control of the legal subject (Mustakim & Syafrida, 2020).

Legal consequences if there is the termination of employment due to force majeure which does not cause the company to close as PT Sukorintek, the worker/labor is entitled to severance pay of 0.75 (zero point seventy-five) times of service; 1 (one) time service award by the period of service and compensation for entitlement according to the period of service, by the provisions of the labor laws and regulations. According to Article 156 of the Law of the Republic of Indonesia Number 13 of 2003 concerning Manpower juncto the Law of the Republic of Indonesia Number

11 of 2020 concerning Cipta Kerja and Article 36 of Government Regulation Number 35 of 2021 which regulates a Specific Time Work Agreement (PKWT), working time and rest, outsourcing, and layoffs that in the event of termination of employment, the entrepreneur is required to pay severance pay and/or service award money and compensation for entitlements that should have been received.

Calculation of severance pay, namely: a. working period of less than 1 (one) year, 1 (one) month of wages; b. working period of 1 (one) year or more but less than 2 (two) years, 2 (two) months of wages; c. working period of 2 (two) years or more but less than 3 (three) years, 3 (three) months of wages; d. working period of 3 (three) years or more but less than 4 (four) years, 4 (four) months of wages; e. working period of 4 (four) years or more but less than 5 (five) years, 5 (five) months of wages; f. working period of 5 (five) years or more, but less than 6 (six) years, 6 (six) months of wages; g. working period of 6 (six) years or more but less than 7 (seven) years, 7 (seven) months of wages. h. working period of 7 (seven) years or more but less than 8 (eight) years, 8 (eight) months of wages; i. working period of 8 (eight) years or more, 9 (nine) months of wages. (3) Calculation of the award money, namely: a. working period of 3 (three) years or more but less than 6 (six) years, 2 (two) months of wages; b. working period of 6 (six) years or more but less than 9 (nine) years, 3 (three) months of wages; c. working period of 9 (nine) years or more but less than 12 (twelve) years, 4 (four) months wages; d. working period of 12 (twelve) years or more but less than 15 (fifteen) years, 5 (five) months of wages; e. working period of 15 (fifteen) years or more but less than 18 (eighteen) years, 6 (six) months of wages; f. working period of 18 (eighteen) years or more but less than 21 (twenty one) years, 7 (seven) months of wages; g. working period of 21 (twenty one) years or more but less than 24 (twenty four) years, 8 (eight) months wages; h. working period of 24 (twenty four) years or more, 10 (ten) months wages. Compensation money that should have been received, among others: a. annual leave that has not been taken and has not yet fallen; b. the cost or return fare for the worker/laborer and his/her family to the place where the worker/labourer is accepted to work; c. housing reimbursement as well as treatment and care are set at 15% (fifteen percent) of the severance pay and/or service pay for

those who meet the requirements; d. other matters stipulated in the work agreement, company regulations or collective labor agreement. housing reimbursement as well as treatment and care are set at 15% (fifteen percent) of the severance pay and/or service pay for those who meet the requirements; d. other matters stipulated in the work agreement, company regulations or collective labor agreement. housing reimbursement as well as treatment and care are set at 15% (fifteen percent) of the severance pay and/or service pay for those who meet the requirements; d. other matters stipulated in the work agreement, company regulations or collective labor agreement.

Based on these provisions, the case of PT Sukorintek in providing severance pay to workers who were laid off during the COVID-19 pandemic is not in accordance with the provisions of Article 156 of the Law of the Republic of Indonesia Number 13 of 2003 concerning Manpower juncto Law of the Republic of Indonesia Number 11 of 2020 concerning Cipta Kerja and Article 36 of Government Regulation No. 35 of 2021 which regulates certain time work agreements (PKWT), work and rest times, outsourcing and layoffs.

Legal Efforts to Fulfill the Rights of Layoff Workers during the Covid 19 Pandemic.

The fulfillment of the rights of workers when laid off often creates conflicts, as happened to PT Sukorintek. Conflicts occur because workers' rights are not fulfilled according to the applicable laws and regulations. The workers of PT Sukorintek have complained to the Manpower Office of the Batang district and made a complaint report to the Regent of Batang to demand justice because the severance pay is not in accordance with the period of service and legislation (https://web.facebook.com/delikpantura). Therefore, workers in this case can take legal action in litigation and non-litigation, with the following stages: 1) holding deliberation to reach an agreement through bibartid negotiations between workers and employers; 2) if successful, the agreement in the form of a Collective Agreement can be registered at the District Court; 3) if bipartid negotiations fail, they can make tripartite efforts through a mediator at the local Manpower Office and 4) if they fail to reach an agreement, they can file a lawsuit to the Industrial Relations Court (Asri

Wijayanti et al., 2019). According to Law Number 2 of 2004 concerning Settlement of Industrial Relations Disputes, if the worker/labourer does not get the fulfillment of his rights as a worker, including if he is laid off, legal remedies can be carried out by bipartite, mediation, conciliation, arbitration, or the industrial relations court (A Wijayanti, 2009). As an affirmation, according to Article 1 Paragraph (4) of Law Number 2 of 2004 concerning Settlement of Industrial Relations Disputes, that a dispute over termination of employment is a dispute that arises because there is no conformity of opinion regarding the termination of employment by one of the parties.

1. **Legal efforts with Bipartite negotiations**

   According to Article 1 Paragraph (10) of Law Number 2 of 2004 concerning Settlement of Industrial Relations Disputes, what is meant by bipartite negotiations is negotiations between workers/ laborers or trade unions/ labor unions with employers to settle industrial relations disputes. Prior to the implementation of industrial relations disputes, efforts must be made to resolve them through bipartite negotiations by deliberation to reach consensus. Disputes through bipartite settlements must be resolved a maximum of 30 (thirty) working days from the date of commencement of negotiations and if within 30 (thirty) days one of the the party refuses to negotiate or negotiations have been carried out but do not reach an agreement, then the bipartite negotiation is considered a failure (Article 3). If bipartite negotiations fail, one or both parties shall register their dispute with the local manpower agency responsible for attaching evidence that efforts to resolve it through bipartite negotiations have been carried out. Files must be attached and completed at least 7 (seven) working days from the date of receipt of file returns. After receiving the registration from one or the other parties, the agency responsible for the local manpower sector must offer the parties an agreement to choose a settlement through conciliation or arbitration. If the parties do not determine the option of settlement through conciliation or arbitration within 7 (seven) working days, the agency responsible for manpower affairs delegates the settlement of the dispute to the mediator (Article 4). If the settlement through conciliation or mediation does not reach a consensus, one of

the parties may file a lawsuit to the Industrial Relations Court (Article 5). Minutes of bipatriate negotiations must be drawn up signed by the parties, which at a minimum must contain, among others: a. full names and addresses of the parties; b. date and place of negotiation; c. the subject matter or reason for the dispute; d. the opinion of the parties; e. conclusions or results of negotiations; and f. date and signature of the negotiating parties (Article 6). then either party may file a lawsuit to the Industrial Relations Court (Article 5). Minutes of bipatriate negotiations must be drawn up signed by the parties, which at a minimum must contain, among others: a. full names and addresses of the parties; b. date and place of negotiation; c. the subject matter or reason for the dispute; d. the opinion of the parties; e. conclusions or results of negotiations; and f. date and signature of the negotiating parties (Article 6). then either party may file a lawsuit to the Industrial Relations Court (Article 5). Minutes of bipatriate negotiations must be drawn up signed by the parties, which at a minimum must contain, among others: a. full names and addresses of the parties; b. date and place of negotiation; c. the subject matter or reason for the dispute; d. the opinion of the parties; e. conclusions or results of negotiations; and f. date and signature of the negotiating parties (Article 6).

If the Deliberation in bipatriate negotiations reaches a consensus, a Collective Agreement is made which is signed by the parties. The Collective Agreement is legally binding and must be implemented by the parties. (3) The Collective Agreement must be registered by the parties entering into the agreement at the Industrial Relations Court in the District Court of the parties' territory when entering into a Collective Agreement. Collective Agreements that have been registered will be provided with a certificate of registration of the Collective Agreements and is an integral part of the Collective Agreements. If the Collective Agreement is not implemented by either party.

Based on these provisions, it can be interpreted that bipartite negotiations must be carried out before being carried out in other ways, namely dispute resolution which is carried out with the assistance of a third party. Bipartite

negotiations have a legally binding nature for the parties with a maximum period of 30 (thirty) days and if they exceed the time limit, the bipartite negotiations are considered failed. If bipartite negotiations fail, the agency responsible for local manpower affairs is obliged to offer the parties to agree on choosing a settlement through conciliation or arbitration. If the parties do not determine the choice of settlement through conciliation or arbitration, then within 7 (seven) working days, the agency responsible for manpower affairs delegates the settlement of the dispute to the mediator. Furthermore, if the settlement through conciliation or mediation does not reach consensus, one of the parties may file a lawsuit with the Industrial Relations Court. On the other hand, if the bipatriate negotiation meets consensus, it is obligatory to make a collective agreement in which the agreement is legally binding and must be implemented by the parties. then either party may file a lawsuit with the Industrial Relations Court. On the other hand, if the bipatriate negotiation meets consensus, it is obligatory to make a collective agreement in which the agreement is legally binding and must be implemented by the parties. then either party may file a lawsuit with the Industrial Relations Court. On the other hand, if the bipatriate negotiation meets consensus, it is obligatory to make a collective agreement in which the agreement is legally binding and must be implemented by the parties.

2. Legal Efforts through Mediation

Mediation of industrial relations as a non-litigation legal remedy is the settlement of disputes over rights, disputes over interests, disputes over termination of employment, and disputes between trade unions/labor unions within one company only through deliberation mediated by one or more neutral mediators. Industrial Relations Mediator, hereinafter referred to as mediator, is an employee of a government agency responsible for the field of manpower who fulfills the requirements as a mediator determined by the Minister to carry out mediation and has the obligation to provide written advice to the disputing parties to resolve disputes over rights, conflicts of interest. , disputes over termination of

employment, and disputes between trade unions/ labor unions in only one company (Kesuma & Vijayantera, 2018).

According to Article 8 of Law Number 2 of 2004 concerning Settlement of Industrial Relations Disputes, that the settlement of disputes through mediation is carried out by a mediator who is in each office of the agency responsible for the manpower sector in the Regency/City. The requirements to become a mediator as referred to in Article 9, among others: 1) have faith and fear of God Almighty; 2). Indonesian citizens; 3) in good health according to a doctor's certificate; 4) master the laws and regulations in the field of manpower; 5) authoritative, honest, fair, and of impeccable behavior; 6) educated at least Strata One (S1); and 7) other conditions determined by the Minister. The role of the Industrial Relations Mediator (MHI) is very important, considering that harmonious industrial relations are indispensable for business continuity (Fikriyah, 2021).

Procedures for settlement through industrial relations mediators, namely: 1) at least 7 (seven) working days after receiving the delegation of dispute resolution, the mediator must have conducted research on the case and immediately held a mediation session; 2) The mediator may summon witnesses or expert witnesses to attend in the mediation session to request information related to the proposed case; 3) The mediator must keep all information requested confidential; 4) if an agreement is reached, then a Collective Agreement is drawn up which is signed by the parties and witnessed by the mediator and registered at the Industrial Relations Court at the District Court in the jurisdictions of the parties to obtain a registration certificate; 5) if no agreement is reached, then the mediator issues a written recommendation within a maximum of 10 (ten) working days after the first mediation session must have been submitted to the parties; 6) the parties must have provided a written answer to the mediator with the content of agreeing or rejecting the written recommendation within a maximum of 10 (ten) working days after receiving the written recommendation; 7) a party who does not give his opinion is considered to have rejected a written recommendation; 8) if the parties agree to the written recommendation, then

within a maximum of 3 (three) working days after the written recommendation is approved, the mediator must have finished assisting the parties in making a Collective Agreement to be registered at the Industrial Relations Court at the District Court in the jurisdictions of the parties to get a certificate of registration. 6) the parties must have given a written answer to the mediator which agrees or rejects the written recommendation within a maximum of 10 (ten) working days after receiving the written recommendation; 7) a party who does not give his opinion is considered to have rejected a written recommendation; 8) if the parties agree to the written recommendation, then within a maximum of 3 (three) working days after the written recommendation is approved, the mediator must have finished assisting the parties in making a Collective Agreement to be registered at the Industrial Relations Court at the District Court in the jurisdictions of the parties to get a certificate of registration. 6) the parties must have provided a written answer to the mediator with the content of agreeing or rejecting the written recommendation within a maximum of 10 (ten) working days after receiving the written recommendation; 7) a party who does not give his opinion is considered to have rejected a written recommendation; 8) if the parties agree to the written recommendation, then within a maximum of 3 (three) working days after the written recommendation is approved, the mediator must have finished assisting the parties in making a Collective Agreement to be registered at the Industrial Relations Court at the District Court in the jurisdictions of the parties to get a certificate of registration.

Registration of a Collective Agreement at the Industrial Relations Court is carried out with the following provisions: 1) The registered Collective Agreement is provided with a registration certificate and is an integral part of the Collective Agreement; 2) if the Collective Agreement is not implemented by one of the parties, then the aggrieved party may apply for execution to the Industrial Relations Court at the District Court in the area where the Collective Agreement is registered to obtain an execution determination; 3) if the applicant for execution

is domiciled outside the jurisdiction of the Industrial Relations Court at the District Court where the Collective Agreement is registered.

3. Conciliation Legal Effort

Conciliation is one of the settlements of industrial relations disputes by way of deliberation and using a third person as a neutral conciliator. chosen by agreement of the parties and the conciliator must be registered with the district/city manpower agency (Silalahi, 2019). According to Article 1 Paragraphs (13 and 14) of Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes, that Industrial Relations conciliation is the settlement of disputes over interests, disputes over termination of employment or disputes between trade unions/labor unions in only one company through deliberation mediated by one or more neutral conciliators. Industrial Relations conciliator is a person or more who meets the requirements as a conciliator determined by the Minister, who is in charge of conducting conciliation and is obliged to provide written recommendations to the disputing parties to settle disputes over interests, disputes over termination of employment or disputes between trade unions/labor unions in only one company.

Conciliation is almost the same as mediation, but there is a difference between the two, namely that a third party in conciliation is different from a third party in mediation, because the conciliator is more active than the mediator. The conciliator does not only serve as a facilitator, such as a mediator, but also has the task of conveying opinions on issues, providing suggestions covering advantages and disadvantages and seeking to reach an agreement to the disputing parties to resolve the dispute (Safudin, 2018).

A conciliator must be registered with the office of the agency responsible for manpower affairs in the Regency/City (Article 17). Article 18 (1) Settlement of conflicts of interest, disputes over termination of employment or disputes between trade unions/labor unions in only one company through conciliation shall be carried out by a conciliator whose working area covers the place where the worker/laborer works. Settlement by the conciliator is carried out after the parties

submit a written request for settlement to the conciliator appointed and agreed upon by the parties. The parties can find out the name of the conciliator that will be chosen and agreed upon from the list of names of the conciliator posted and announced at the office of the Government agency responsible for the local manpower sector (Article 18).

Conditions for conciliator, among others: a. believe and fear God Almighty; b. Indonesian citizens; c. at least 45 years old; d. education at least a bachelor's degree (S-1); e. in good health according to a doctor's certificate; f. authoritative, honest, fair, and of impeccable behavior; g. have experience in the field of industrial relations at least 5 (five) years; h. master the laws and regulations in the field of manpower; and i. other conditions determined by the Minister. The registered conciliator is given legitimacy by the Minister or an authorized official in the field of manpower (Article 19).

Procedures for industrial relations conciliation include:

1) After receiving a written request for dispute settlement, the conciliator must have conducted research on the case for a maximum of 7 (seven) working days and a maximum of the eighth working day must have conducted the first conciliation session (Article 20);
2) The conciliator may summon witnesses or expert witnesses to be present at the conciliation session to be asked for and hear their statements. The witness or expert witness who fulfills the summons is entitled to receive compensation for travel and accommodation costs, the amount of which is determined by a Ministerial Decree (Article 21);
3) Everyone who is asked for information by the conciliator for the settlement of industrial relations disputes, is obliged to provide information, including opening books and showing the necessary documents. The conciliator is obliged to keep a secret regarding a person who because of his position gives information in the conciliation process (Article 22):
4) if an agreement is reached on the settlement of industrial relations disputes through conciliation, then a Collective Agreement is drawn up which is signed

by the parties and witnessed by the conciliator and registered at the Industrial Relations Court at the District Court in the jurisdiction where the parties enter into a Collective Agreement to obtain a certificate of registration (Article 23 Paragraph (1) ;

5) if no agreement is reached on the settlement of industrial relations disputes through conciliation, then: a. the conciliator issues a written recommendation a maximum of 10 (ten) working days after the first conciliation session must have been submitted to the parties; b. the parties must have provided a written answer to the conciliator with the content of agreeing or rejecting the written recommendation within a maximum of 10 (ten) working days after receiving the written recommendation; c. a party who does not give his opinion is deemed to have refused a written recommendation; d. If the parties agree to the written recommendation, then within a maximum of 3 (three) working days after the written recommendation is approved,
6) Registration of Collective Agreements at the Industrial Relations Court at the District Court is carried out as follows: a. The registered Collective Agreement is provided with a registration certificate and is an inseparable part of the Collective Agreement; b. if the Collective Agreement is not implemented by one of the parties, then the aggrieved party may apply for execution at the Industrial Relations Court at the District Court in the area of the Collective Agreement listed to obtain an execution determination; c. in the event that the applicant for execution is domiciled outside the jurisdiction of the Industrial Relations Court at the District Court where the Collective Agreement is registered,
7) if the written recommendation is rejected by one of the parties or the parties, then either party or the parties may proceed to settle the dispute to the Industrial Relations Court at the local District Court.

Based on the explanation above, it can be stated thatthe settlement of industrial relations disputes with the conciliation process, the conciliation institution will work after the parties submit a written request for settlement to

the conciliator appointed and agreed upon by both parties. The conciliator's decision is binding. Industrial relations disputes with conciliation are carried out through deliberation, but if no consensus is reached, the conciliator issues recommendations containing opinions on the disputes that are brought to him. The opinion of the conciliator is only a recommendation and not a decision, so the parties are not obliged to comply with the recommendation.

4. Legal remedies through the Industrial Relations Court

The Industrial Relations Court is the only litigation settlement for industrial relations cases which in this case is Termination of Employment. This means that the authority to settle disputes over layoffs through litigation is at the Industrial Relations Court. As stipulated in Article 1 Paragraph (17) that the Industrial Relations Court is a special court established within the district court with the authority to examine, hear and give decisions on industrial relations disputes.

The Industrial Relations Court is located within the District Court, so there is a change in the organizational structure of the District Court, namely the Sub Registrar of the Industrial Relations Court which is led by a Junior Registrar and assisted by several Substitute Registrars. The Junior Registrar of Industrial Relations is equal to the Junior Registrar of Criminal, Civil and Legal Affairs in the District Court. The Industrial Relations Court also has ad hoc judges who are part of the panel that examines cases. Ad Hoc Judges are proposed by the Chief Justice of the Supreme Court from the names proposed by the Minister of Manpower at the suggestion of the Trade Unions/Labour Unions and Employers' Organizations. The appointment of ad hoc judges is determined by a presidential decree (Maswandi, 2017).

According to Law Number 2 of 2004 concerning Settlement of Industrial Relations Disputes, disputes over termination of employment are settled by the Industrial Relations Court at the first instance. The procedural law that applies to the Industrial Relations Court is the Civil Procedure Code that applies to the Courts within the General Courts, except those specifically regulated in Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes. executions

whose lawsuit value is below Rp. 150,000,000.00 (one hundred and fifty million rupiahs). The Industrial Relations Court is domiciled in every District/City District Court located in every Provincial Capital whose jurisdiction covers the province concerned, especially in industrially dense districts/cities. The composition of the Industrial Relations Court at the District Court, namely: a. Judge; b. Ad-Hoc Judges; c. Junior Registrar; and d. Substitute Registrar. Meanwhile, the composition of the Industrial Relations Court at the Supreme Court is: a. Supreme Court Judge; b. Ad-Hoc Judge at the Supreme Court; and c. clerk.

Judges of the Industrial Relations Court at the District Court are appointed and dismissed based on the Decision of the Chief Justice of the Supreme Court. Ad-Hoc Judges at the Industrial Relations Court are appointed by Presidential Decree on the recommendation of the Chief Justice of the Supreme Court from names approved by the Minister at the suggestion of the trade unions/labor unions or employers' organizations. The requirements to become an Ad-Hoc Judge at the Industrial Relations Court and an Ad-Hoc Judge at the Supreme Court are: a. Indonesian citizens; b. devoted to God Almighty; c. loyal to Pancasila and the 1945 Constitution of the Republic of Indonesia; d. at least 30 (thirty) years old; e. in good health in accordance with the doctor's statement; f. authoritative, honest, fair, and of impeccable behavior; g. education of at least Strata One (S-1) except for Ad-Hoc Judges at the Supreme Court, the education requirement is Bachelor of Law; and h. Minimum 5 (five) years experience in industrial relations.

The procedure for settling layoffs through the Industrial Relations Court according to Law Number 2 of 2004 concerning Settlement of Industrial Relations Disputes, namely:

1) Filing a Lawsuit.
    a) The industrial relations dispute lawsuit is submitted to the Industrial Relations Court at the District Court whose jurisdiction covers the place where the worker/ laborer works.

b) A claim by a worker/labourer for termination of employment can be filed only within a period of 1 (one) year from the date of receipt or notification of the decision from the employer.
c) If a lawsuit is submitted which is not accompanied by the minutes of settlement through mediation or conciliation, the judge of the Industrial Relations Court is obliged to return the lawsuit to the plaintiff.
d) The judge is obliged to examine the contents of the lawsuit and if there are deficiencies, the judge asks the plaintiff to complete his claim.
e) A lawsuit involving more than one plaintiff can be filed collectively by granting a special power of attorney.
f) The plaintiff can withdraw his claim at any time before the defendant gives an answer.
g) If the defendant has already given an answer to the lawsuit, the revocation of the lawsuit by the plaintiff will be granted by the Industrial Relations Court only if it is approved by the defendant.
h) If a dispute over rights and/or a conflict of interest is followed by a dispute over termination of employment, the Industrial Relations Court is obligated to decide in advance the case of the dispute over rights and/or the dispute of interest.
i) Trade unions/labor unions and employers' organizations may act as legal representatives to present proceedings at the Industrial Relations Court to represent their members.

2) Determination of the panel of judges.
a) The Chief Justice of the District Court within a maximum of 7 (seven) working days after receiving the lawsuit must have determined a Panel of Judges consisting of 1 (one) Judge as Chair of the Panel and 2 (two) Ad-Hoc Judges as Members of the Assembly who examine and decide disputes.
b) Ad-Hoc Judges consist of an Ad-Hoc Judge whose appointment is proposed by the trade union/labor union and an Ad-Hoc Judge whose appointment is proposed by the employers' organization;

c) To assist the task of the Panel of Judges, a Substitute Registrar is appointed.

3) Examination by Ordinary Judicial Procedure.
   a) Within a maximum of 7 (seven) working days after the determination of the Panel of Judges, the Chairman of the Panel of Judges must have conducted the first trial.
   b) A summons to come to a hearing is valid if it is delivered by summons to the parties at their residential address or if their place of residence is not known to be delivered at their last place of residence.
   c) If the summoned party is not at his/her place of residence or the last place of residence, the summons shall be submitted through the Village Head or Village Head whose jurisdiction covers the place of residence of the summoned party or the last place of residence.
   d) The receipt of the summons by the summoned party himself or through another person is carried out with a receipt.
   e) If the place of residence or the last place of residence is not known, the summons shall be affixed to the place of announcement in the building of the Industrial Relations Court that examined it.
   f) The Panel of Judges may summon witnesses or expert witnesses to be present at the trial to be asked for and hear their statements.
   g) Everyone who is called to be a witness or expert witness is obliged to fulfill the summons and testify under oath.
   h) If the information requested by the Panel of Judges relates to a person who because of his position must maintain confidentiality, then the procedure must be followed as regulated in the applicable laws and regulations.
   i) The judge is obliged to keep all information requested confidential
   j) The trial is valid if it is carried out by the panel of judges
   k) If one of the parties or the parties is unable to attend the hearing without justifiable reasons, the Chairperson of the Panel of Judges shall determine the next day for the trial which is determined to be a maximum of 7 (seven) working days from the date of postponement.

l) The postponement of the trial due to the absence of one or the parties is given a maximum of 2 (two) times the postponement.

m) If the plaintiff or his legal counsel after being properly summoned as such does not appear before the Court at the final adjournment trial, then his lawsuit is considered void, and the plaintiff has the right to file his lawsuit again.

n) If the defendant or his legal counsel after being properly summoned do not appear before the Court at the final adjournment trial, the Panel of Judges may examine and decide on the dispute without the presence of the defendant.

o) The trial of the Panel of Judges is open to the public, unless the Panel of Judges stipulates otherwise.

p) If in the first trial, it is evidently proven that the entrepreneur has not carried out his obligations, the presiding judge of the trial must immediately pass an Interlocutory Decision in the form of an order to the entrepreneur to pay wages along with other rights normally accepted by the worker/laborer concerned.

q) The Interlocutory Decision can be handed down on the same day of trial or on the day of the second trial. However, if during the examination the dispute is still ongoing and the Interlocutory Decision is not implemented by the entrepreneur, then the presiding Judge of the Session orders the confiscation of collateral in an Industrial Relations Court Decision. Interlocutory Judgment) and the confiscation of collateral cannot be contested and/or legal remedies cannot be used.

r) the decision of the Industrial Relations Court stipulates the obligations that must be carried out and/or the rights that must be accepted by the parties or one of the parties for any settlement of industrial relations disputes.

4) Examination Process with Fast Judicial Procedure.

a) if there is an urgent interest of the parties and/or one of the parties which must be concluded from the reasons for the request from the interested

parties, the parties and/or one of the parties may request the Industrial Relations Court so that the dispute examination can be accelerated by a maximum of 7 (seven) working days after receipt of the application.

b) The Head of the District Court issues a decision regarding whether or not the application is granted.

c) stipulation of a request for examination with a fast procedure cannot be carried out by legal action.

d) If the application is granted, the Head of the District Court within 7 (seven) working days after the issuance of the decision determines the Panel of Judges, the day, place and time of the trial without going through the examination procedure.

e) grace period for answers and proof of both parties, each determined a maximum of 14 (fourteen) working days.

5) Industrial Relations Court Decision.

a) In the decision of the Industrial Relations Court, the Panel of Judges must provide legal considerations, existing agreements, customs, and justice.

b) The decision of the Panel of Judges is read out in a trial open to the public as the Decision of the Industrial Relations Court.

c) Decisions that are not read out in a trial that are open to the public result in the Court's decision being invalid and has no legal force.

d) If one of the parties is not present at the hearing, the Chairperson of the Panel of Judges instructs the Substitute Registrar to deliver notification of the decision to the absent party.

e) The Court's decision must contain, among other things: a. the head of the decision reads: "BY THE BASED ON JUSTICE BASED ON THE ALMIGHTY GOD"; b. name, position, nationality, place of residence or domicile of the disputing parties; c. a clear summary of the applicant/plaintiff and the respondent/defendant's answer; d. consideration of every evidence and data submitted, things that happened in the trial while the dispute was examined; e. the legal reasons that form the basis of the decision; f. ruling

on disputes; g. day, date of decision, name of Judge, Ad-Hoc Judge who decides, name of Registrar, as well as information regarding the presence or absence of the parties. If one of these provisions is not fulfilled, it will result in the cancellation of the Industrial Relations Court's decision.

f) The decision on the settlement of industrial relations disputes is a maximum of 50 (fifty) working days from the first trial, which is signed by the Judge, Ad-Hoc Judge and Substitute Registrar.

g) The Substitute Registrar of the Industrial Relations Court, within a maximum of 7 (seven) working days after the verdict of the Panel of Judges is read, must have delivered notification of the decision to parties who were not present at the trial.

h) A maximum of 14 (fourteen) working days after the decision is signed, the Junior Registrar must have issued a copy of the decision and a maximum of 7 (seven) working days after the copy of the decision is issued must have sent a copy of the decision to the parties.

i) The Chairman of the Panel of Judges at the Industrial Relations Court may issue a decision that can be implemented first, even if a resistance or cassation is filed.

j) The decision of the Industrial Relations Court at the District Court regarding disputes over rights and disputes over termination of employment has permanent legal force if a cassation request is not submitted to the Supreme Court within a maximum period of 14 (fourteen) working days.

k) one of the parties or parties wishing to file a cassation request must submit in writing through the Sub-Registrar of the Industrial Relations Court at the local District Court.

l) The Sub Registrar of the Industrial Relations Court at the District Court within a maximum of 14 (fourteen) working days from the date of receipt of the cassation application must have submitted the case file to the Chief Justice of the Supreme Court.

6) Dispute Settlement By the Judge of Cassation

a) The Panel of Judges of Cassation consists of one Supreme Court Justice and two Ad-Hoc Judges tasked with examining and adjudicating industrial relations dispute cases at the Supreme Court as determined by the Chief Justice of the Supreme Court.
b) The procedure for applying for a cassation as well as the settlement of disputes over rights and disputes over termination of employment by the Judge of Cassation is carried out in accordance with the applicable laws and regulations.
c) Settlement of disputes over rights or disputes over termination of employment at the Supreme Court is a maximum of 30 (thirty) working days from the date of receipt of the appeal.

Based on this explanation, it can be concluded that legal remedies for termination of employment disputes can be carried out by non-litigation methods, namely bipatriate negotiations, mediation and conciliation. Meanwhile, by litigation, namely through the Industrial Relations Court at the District Court whose jurisdiction covers the place where the worker/laborer works.

Conclusion

Fulfillment of workers' rights in Termination of Employment during the Covid 19 Pandemic at PT. Sukorintex Indah Textile does not comply with the provisions of Article 156 of the Law of the Republic of Indonesia Number 13 of 2003 concerning Manpower in conjunction with the Law of the Republic of Indonesia Number 11 of 2020 concerning Cipta Kerja and Article 36 of Government Regulation Number 35 of 2021 which regulates the Time Work Agreement (PKWT), work and rest time, outsourcing, and layoffs. PT. Sukorintex only gives severance rights to workers as much as 0.40 (40%) of the amount that should be received by workers. In fact, according to the labor laws and regulations, workers who are laid off due to force majeure which do not cause the company to close like PT Sukorintek are entitled to a severance pay of 0, 75 (zero point seventy five) years of service; 1 (one) time service award in accordance with the period of service and compensation for entitlements according to the period of service.

Legal efforts that have been made by PT Sukorintek workers are to file a complaint with the Batang Regency Manpower Office and make a complaint report to the Batang Regent. Meanwhile, PT Sukorintek has also taken legal action through the Industrial Relations Court. Several legal remedies that can be taken in the case of PT. Sukorintex, among others: through non-litigation, namely bipatriate negotiations, mediation and conciliation or by litigation, namely through the Industrial Relations Court at the District Court whose jurisdiction covers the place where the worker/laborer works.

References

Fikriyah, K. (2021). Peran Mediator Dalam Penyelesaian Perselisihan Hubungan Industrial Di Masa Pandemi Covid-19. *Jurnal Inovasi Penelitian UIN*, *1*(8).

Joka, M. R. (2020). Implikasi Pandemi Covid-19 Terhadap Pemenuhan Hak Hukum Pekerja yang Diputuskan Hubungan Kerja Oleh Pengusaha. *Binamulia Hukum*, *9*(1), 1–12.

Juaningsih, I. N. (2020). Analisis Kebijakan PHK Bagi Para Pekerja Pada Masa Pandemi Covid-19 di Indonesia. *Adalah*, *4*(1), 189–196.

Kaushik, M., & Guleria, N. (2020). The impact of pandemic COVID-19 in workplace. *European Journal of Business and Management*, *12*(15), 1–10.

Kesuma, I. N. J., & Vijayantera, I. W. A. (2018). MEDIASI HUBUNGAN INDUSTRIAL SEBAGAI UPAYA ALTERNATIF PENYELESAIAN PERSELISIHAN HUBUNGAN INDUSTRIAL. *Jurnal Advokasi*, *8*(1).

Maswandi, M. (2017). PENYELESAIAN PERSELISIHAN HUBUNGAN KERJA DI PENGADILAN HUBUNGAN INDUSTRIAL. *Publikauma: Jurnal Administrasi Publik Universitas Medan Area*, *5*(1), 36–42.

Mustakim, M., & Syafrida, S. (2020). Pandemi Covid-19 Sebagai Alasan Force Majeure Dalam Melakukan Pemutusan Hubungan Kerja di Indonesia. *SALAM: Jurnal Sosial Dan Budaya Syar-I*, *7*(8), 695–706.

Nelson, J. D. (2020). COVID-19 & Force Majeure. *Com. L. World*, *34*, 30.

Randi, Y. (2020). Penerapan Perjanjian Bersama Berupa Pemberian Kompensasi

Pemutusan Hubungan Kerja Yang Bertentangan Dengan Undang-Undang Ketenagakerjaan. *Jurnal Hukum De'rechtsstaat*, *6*(1), 127.

Rasuh, D. J. (2016). Kajian Hukum Keadaan Memaksa (Force Majeure) Menurut Pasal 1244 Dan Pasal 1245 Kitab Undang-Undang Hukum Perdata. *Lex Privatum*, *4*(2).

Safudin, E. (2018). *Alternatif penyelesaian sengketa dan arbitrase*.

Silalahi, R. (2019). Kajian Hukum Atas Pernyelesaian Perselisihan Hubungan Industrial Secara Konsiliasi. *Jurnal Darma Agung*, *27*(2), 1000–1011.

Wijayanti, A. (2009). *Hukum ketenagakerjaan pasca reformasi*. Sinar Grafika.

Wijayanti, Asri, Suhartono, S., Mahsun, M., & Isnawati, M. (2019). The Realization of Maqoshid Shari'ah as Local Values in Industrial Relations Disputes Resolution Efforts. *Nternational Conference on Law Reform (INCLAR 2019): Advances in Economics, Business and Management Research*, 233–237.