Budapest International Research and Critics Institute-Journal (BIRCI-Journal)
Humanities and Social Sciences
ISSN 2615-3076 Online)
ISSN 2615-1715 (Print)
www.bircu-journal.com/index.php/birci
Budapest Institute

Legal Protection Against Workers which is Terminated by Entrepreneurs without any Agreement

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Abstract

Legal protection is an act to protect legal subjects with applicable laws and regulations and their implementation can be enforced with a sanction. Workers are workers who work in an employment relationship with employers by receiving wages [1]. Meanwhile, according to Law Number 13 of 2003 concerning Manpower Article 1 number 3, a worker is anyone who works by receiving wages or other forms of remuneration. Termination of Employment Relationship is the termination of the employment relationship due to a certain matter which results in the termination of the rights and obligations between the worker and the entrepreneur. An employment agreement is an agreement between a worker and an entrepreneur or employer that contains the terms of employment, rights and obligations of the parties. In Law No. 13 of 2003, the work agreement is divided into two, namely: 1. Work Agreement for a certain period of time; 2. Indefinite Time Employment Agreement. In Article 1601a of the Civil Code (BW) it is stated that a labor agreement is an agreement in which the first party, the worker, binds under the leadership of another party, the employer for a certain time, to do work by receiving wages.

Keywords
legal protection; termination of workers (PHK); entrepreneurs

I. Introduction

Modern life which is marked by progress in various fields has an impact, one of which is the increasing diversity of human needs. Manpower has an important role in the implementation of national development as actors and targets of national development based on Pancasila and the 1945 Constitution of the Republic of Indonesia. Legal protection for workers is the fulfillment of basic rights inherent and protected by the constitution as stated in Article 28 D paragraph (2) The 1945 Constitution of the Republic of Indonesia that everyone has the right to work and to receive fair and proper remuneration and treatment in an employment relationship.

Workers and companies are two factors that cannot be separated, with a good working relationship between workers and employers, the company will run well. The participation of the workforce in national development is increasing, accompanied by the risks and challenges faced. Legislation related to the protection of workers is Law No. 13 of 2003 concerning Manpower.

An employment relationship is a relationship between a worker and an entrepreneur that occurs after a work agreement has elements of work, wages and orders, thus the employment relationship occurs because of a work agreement between the entrepreneur and the worker (Husni, 2003), the work agreement can be made in writing or verbally between other Work Agreements for a Specified Time (PKWT) and Work Agreements for an

Indefinite Time (PKWTT). Employment problems in Indonesia are related to the unequal working relationship between employers and workers in making work agreements. Various conflicts between Employers and Workers always occur, in addition to the issue of the amount of wages, and other related problems, Termination of Employment (PHK) is a conflict that often occurs in the relationship between employers and workers. The relationship between the two will continue if both parties need each other and maintain harmony. Workers must be protected from unfair actions by employers in terms of termination of employment.

Conflicts over termination of employment can be avoided if the employer or worker does not violate the Manpower Act, Employment Agreement, Company Regulations, Collective Labor Agreement which is the basis for employers and workers in carrying out industrial relations in order to protect the rights and obligations of both parties, as for the termination of the relationship. Work is regulated in Articles 150 to 172 of Law Number 13 of 2003 concerning Manpower, the procedure for which is regulated in Law Number 2 of 2004 concerning Settlement of Industrial Relations Disputes.

Termination of employment is an event that is not expected to occur, especially for workers, because the termination of employment will have a psychological, economic and financial impact on workers and their families . Therefore, the parties involved in industrial relations such as employers, workers, and the government make every effort to prevent termination of employment.

In addition, the work agreement system that is not in accordance with the provisions of the Law on Manpower is also one of the arbitrariness of the entrepreneur to terminate the employment relationship, so that the powerless workforce / lay workers become victims. This is a problem that occurs in the world of work that the author wants to address which is concluded in the title of Legal Protection for Workers Who Are Terminated (PHK) Without an Employment Agreement.

II. Research Methods

2.1 Type of Research

Type of research that the author uses is normative research or also calledlibrary research, namely legal research conducted based on norms and rules and regulations, especially those related to the Manpower Act (Mertokusumo, 1999). The nature of the research that the author uses is descriptive analytical research, namely research that describes general principles.

2.2. Approach Paper

The approach used in this is through the legal approach (Statute Approach) and the conceptual approach (Conceptual Approach). The legal approach (Statute Approach) is an approach that is carried out by examining all laws and regulations related to the problems (legal issues) being faced (Asyadie, 2007). For example, this approach to legislation is carried out by studying the consistency/compatibility between the Constitution and the Law, or between one law and another, and so on.

Conceptual Approach (Conceptual Approach) is an approach that moves from the views and doctrines that develop in the science of law. This approach is important because an understanding of the views/doctrines that develop in legal science can be a basis for building legal arguments when solving legal issues at hand. The understanding of these views and doctrines is the basis for researchers in building a legal argument in solving the issues at hand.

2.3 Sources of Legal Materials

Data used in this paper is secondary data, namely data obtained from library materials or literature consisting of primary legal materials, secondary legal materials, and tertiary legal materials.

1. Primary legal materials are legal materials that are binding in the form of applicable laws and regulations and are related to the issues discussed, consisting of:
   a. 1945 Constitution of the Republic of Indonesia
   b. Law Number 13 of 2003 concerning Manpower
   c. Law Number 2 of 2004 concerning Industrial Relations Disputes
   d. Decree of the Minister of Manpower and Transmigration of the Republic of Indonesia No.KEP 100/MEN/VI/2004 concerning Provisions for the Implementation of a Specific Time Work Agreement
   e. Civil Law Code
2. Secondary legal materials are legal materials obtained from books or literature as well as existing mass media such as legal journals related to this writing.
3. Tertiary legal material is legal material as a complement to the two previous legal materials consisting of:
   a. Legal Dictionary
   b. Indonesian Dictionary
   c. Internet

2.4 Data Analysis

Based on the legal material obtained, the authors use the deductive method, namely a method that analyzes the laws and regulations as a general matter, then draws specific conclusions. Furthermore, the problem is discussed, compiled, described, interpreted, and studied in order to obtain a conclusion as an effort to solve the problem.

III. Discussion

3.1 Employment Relations Between Employers and Workers Relating to Employment Agreements Employment

Relations are a legal relationship that occurs between two legal subjects regarding a job in which there are rights and obligations of each party. In Article 1 point 15 of Law Number 13 of 2003 concerning Manpower, it is stated that an employment relationship is a relationship between a worker/labor entrepreneur based on a work agreement which has elements of work, wages and orders. In the sense of the working relationship, it means that the worker in carrying out the work is under the leadership of another party, namely the entrepreneur. The working relationship basically includes matters regarding:

a. Making a work agreement which is the basis for an employment relationship
b. The obligation of workers, namely to do work, is at the same time the right of the employer for the work
c. The employer's obligation, namely paying wages to workers at the same time is the worker's right to wages
d. End of working relationship
e. The method of resolving disputes between the parties concerned

Article 50 of Law Number 13 of 2003 concerning Manpower confirms that the employment relationship occurs because of a work agreement between the entrepreneur and the worker, so that the employment agreement is the basis for binding a legal relationship, namely an employment relationship. The employment relationship depends on whether or not there is a work agreement that has been agreed between the worker and the employer.

3.2 Sources of Employment Law Legal

Sources are basically everything that can lead to rules that have coercive power, namely rules which if violated result in strict and real sanctions. There are two kinds of legal sources, namely material and formal sources of law. Sources of law referred to in labor law are formal legal sources. Sources of employment law include:

1. Laws relating to employment include:
    a. Law Number 21 of 2000 concerning Trade Unions/Labour Unions
    b. Law Number 13 of 2003 concerning Manpower
    c. Law Number 2 of 2004 concerning Settlement of Employment.
    d. Law Number 1 Year 1970 concerning Occupational Safety
    e. Law Number 3 of 1992 concerning Workers' Social Security

2. Habits

Habits can be interpreted as actions that are carried out repeatedly in the same matter according to fixed, common and normal behavior and can be well accepted by society so that actions that are always contrary to the habit are felt as law. In Indonesia, customs are a source of law. Habits can be changed into customary law and can be formulated by the judge in his decision. The formation of labor laws or regulations cannot be carried out as quickly as the social development of labor that must be regulated. In addition, regulations from the Dutch East Indies era were deemed to be incompatible with the community's sense of justice.

3. Decisions of Government Officials or Entities

If the legal rules that apply in society are still considered incomplete, then court decisions not only give legal form to customs but can also be said to determine and determine most of the laws themselves. For example, the decision of the Industrial Relations Dispute Court can be used as a guide in resolving labor problems.

4. Employment Agreements

In general, work agreements only apply between workers and employers who organize them and other people or other parties who are not bound, although the contents of work agreements in labor law are very diverse, but in the diversity of contents there are also things that almost always exist, such as agreements in labor law that we often find, namely about the method and form of wages.

3.3 Employment Agreement

a. Work Agreement According to Burgerlijk (BW)

Wetboek Arrangement of the agreement is regulated in book III chapter II Article 1313 of the Civil Code (BW) which reads, an agreement is a legal act by which one or more persons bind themselves to one or more persons. There are also those who state that an agreement is an event where someone promises to carry out something. From this description, it can be further explained that, an agreement is an agreement between 2 (two) or more people in the field of material law to give and receive something.

In every agreement there are two kinds of agreement subjects, namely:

1. a person or legal entity who is burdened with obligations for something;
2. a person or legal entity who has the right to the implementation of that obligation.

From the above understanding, the subject of the agreement can be concluded into 2 (two) kinds, namely individual human beings and legal entities. The definition of a work agreement as stated in Article 1601a of the Civil Code (BW) states that a labor agreement is an agreement in which the first party, the laborer, binds it under the leadership of another party, the employer for a certain time, to do work by receiving wages.

In making a work agreement, it is necessary to pay attention to the conditions for the validity of the agreement as regulated in Article 1320 BW:

a. Agreement of both parties
b. Ability or ability to perform legal actions
c. The existence of the promised work
d. The agreed work does not conflict with public order, decency, and applicable laws and regulations.

Four conditions must be met, letters a and b are called subjective conditions which if not fulfilled, the agreement that has been made can be canceled. While letters c and d are called objective conditions, if one of them is not fulfilled, then the agreement is null and void or not valid at all.

The legal consequence of a valid agreement is that the agreement is binding on the parties and applies as law, which if one party does not implement the agreement can result in harm to the other party, it can be called a default. In contract law, there are no rules that bind an agreement that must be in a certain form and content, this principle is guaranteed by the "principle of freedom of contract", which is a principle which states that basically everyone is allowed to make a contract (agreement) which contains various kinds of original agreements. does not conflict with the law, decency, and public order. The principle of freedom of contract is contained in article 1338 BW, with due regard to article 1320, article 1335 and article 1337 BW.

b. Employment Agreement According to the Manpower Act

Article 1 number 14 of Law Number 13 of 2003 concerning Manpower defines the meaning of a work agreement as an agreement between workers and employers or employers that contains the terms of work, rights and obligations of the parties. The employment agreement must contain provisions relating to the employment relationship, namely, the rights and obligations of the worker and the rights and obligations of the entrepreneur. In addition to Subekti, Imam Soepomo expressed his opinion on a work agreement, namely anagreement in which the first party (the laborer) binds himself to work by receiving wages from the second party, namely the employer, and the employer binds himself to employ workers by paying wages.

Based on the explanation above, the work agreement that gives rise to an employment relationship must meet the following elements:

1. The Existence of an Order

In a work agreement, this element of an order plays a major role because without an element of an order, it is not a work agreement. With the element of order in the work agreement, the position of the two parties is not the same, namely the party whose position is above as the governing party and the other party is under the position of the governed. So that the worker concerned must submit to the employer's orders to carry out the work in accordance with the agreement.

2. Existence of Work

In a work agreement there must be work that is agreed upon (the object of the agreement), the work must be done by the workers themselves. In the world of work, employees are required to have high work effectiveness (Kuswati, 2019). Work safety is a safe or safe condition for sufferers, damage or loss at work (Mora, 2020). The nature of the work carried out by workers is very personal because it is related to their skills/expertise.

3. The Existence of a Wage

The main purpose of a worker working for an employer is to earn a wage, therefore wages play an important role in the employment relationship (employment agreement). What is meant by wages based on article 1 number 30 of Law Number 13 of 2003 concerning Manpower are the rights of workers or laborers who are received and expressed in the form

of money as compensation from the entrepreneur or employer to workers/ laborers determined and paid according to an employment agreement, or laws and regulations, including allowances for workers/laborers and their families for a job and/or service that has been or will be performed. So, wages are rewards including allowances, both fixed and/or non-fixed allowances.

3.4 Rights and Obligations of Employers in Implementing Agreements

Every legal relationship that is born from an engagement or legislation always has two aspects, namely rights and obligations. There are no rights without obligations, on the other hand there are no obligations without rights. Rights are interests protected by law that provide convenience and flexibility to individuals in exercising them. Positive legal norms that instruct individual behavior by setting sanctions for the opposite behavior. The subject of a legal obligation is an individual whose behavior can be a condition for the imposition of sanctions as a consequence. Rights and obligations are powers granted to a person by law.

Rights are something that must be given to someone as a result of a person's position or status, while an obligation is an achievement in the form of goods or services that must be carried out by someone because of his position or status.

a. Employer's Rights

In carrying out the work agreement, the entrepreneur has the following rights:

1. Fully entitled to the results of workers' work. One of the elements in the working relationship between employers and workers is the existence of jobs where workers receive orders from employers for the work that has been agreed upon. In the case of the agreement, the entrepreneur is entitled to obtain the work of the worker.
2. Employers may delay the payment of temporary allowances to workers who have an accident so that they are unable to work until a maximum of five days from the time the accident occurs or until they obtain a doctor's certificate explaining that the worker is unable to work due to an accident.
3. Employers have the right to calculate the wages of workers during illness with a payment received by the worker arising from a statutory regulation / company regulation / a fund that provides social security or insurance.
4. Imposing a fine for violating a matter if it is explicitly regulated in a written agreement or company regulation.
5. Ask for compensation from workers, if there is damage to goods or other losses, both belonging to the company and belonging to third parties by workers due to intentional
6. Calculating wages by:
   a. Fines, deductions and compensation
   b. Rent a house that is rented out by employers to workers with a written agreement
   c. Advances for wages, excess wages that have been paid and installments owed by workers to employers, provided that there must be written evidence
7. The workers have the right to obey the work rules, including the imposition of sanctions
8. The right to respectful treatment from workers
9. Terminate/terminate the employment relationship to workers if there is a change in the ownership status of the company
10. Terminate/terminate employment if in the last 2 years the company has suffered losses or is carrying out efficiency
11. Not providing pension benefits to workers whose employment relationship with the company has been terminated
12. Can terminate the employment relationship if the worker does not work in accordance with the agreement

b. Employer's

Obligations the employer's obligation is an achievement that must be carried out by the entrepreneur for the benefit of his workers, the following are the obligations of the entrepreneur in carrying out work agreements:

1. Paying Wages

In Government Regulation Number 8 of 1981 concerning Wage Protection, in addition to the obligation to pay basic wages to workers, employers obliged to provide wages to workers who cannot do their jobs because they are carrying out state obligations and do not receive wages from the government and do not exceed one year, workers who cannot work because they fulfill their religious obligations which do not exceed 3 monthsx.

2. Providing Rest/Leave

Employers are required to provide annual breaks to workers on a regular basis. The right to rest is important to eliminate worker boredom in doing work. Annual leave of 12 working days. In addition, workers are also entitled to a sabbatical for 2 months after working continuously for 6 years at a company.

3. Regulating Workplaces and Work Tools

Employers are required to provide safety guarantees and improve the health status of workers by preventing accidents and occupational diseases, controlling hazards in the workplace, promoting health and rehabilitation, in addition, every company is required to implement an occupational safety and health management system that integrated with the company management system, including organizational structure, planning, implementation, responsibility for procedures, processes, and resources needed for the development, implementation, achievement, assessment and maintenance of occupational safety and health policies in the context of controlling risks related to work activities to create a safe, efficient and productive workplace.

4. Obligation to implement working time provisions

The working hours in question include:

a. 7 (seven) hours 1 (one) day and 40 (forty) hours 1 (one) week for 6 (six) working days in 1 (one) week; or
b. 8 (eight) hours 1 (one) day and 40 (forty) hours 1 (one) week for 5 (five) working days in 1 (one) week.

5. Provide the Required Certificate

Employers provide a reference letter regarding the work of the worker when the working relationship between the worker and the entrepreneur has ended. The employment certificate usually contains the type of work, how to do the work, the length of time doing the work, how to end the employment relationship. Usually, the way in which the employment relationship is terminated by the employer is expressed in a good manner or with respect, even if it is not good.

3.5 Workers' Rights and Obligations in Implementing Work Agreements

a. Workers' Rights

Rights are formally juridically determined as obligations that must be fulfilled by employers through various laws and regulations, both at the constitutional, statutory and implementing regulations. The purpose of protecting workers' rights is to ensure a harmonious working relationship system without any pressure from the strong party to the weak party The rights owned by workers are as follows:

1. The right of workers to obtain proper work benefits (wages). As the basis for determining wages, the regional/provincial minimum wage is used which is always revised by the government every year. Companies are also required to develop a structure and scale of

wages based on class, years of service, education, and competence. This includes overtime wages that must be paid by the employer.
2. The right of workers to be able to rest properly, in line with the weight or lightness of the work, as well as the distance from their place of work from the address of origin. In this case, workers are entitled to leave in accordance with what is stated in the legislation
3. The right to receive holiday allowances (THR). THR must be paid by the company to its employees in accordance with applicable regulations.
4. The right of workers to obtain protection for occupational safety and health, morals and decency, treatment in accordance with human dignity and values and religious values.
5. The right of the worker to obtain job security guarantees means that he cannot be dismissed arbitrarily by the employer.
6. The right of workers to obtain guaranteed life benefits, while workers are still unemployed when they are dismissed against their will and beyond their fault. In this case, the worker receives a guarantee in the form of severance pay which if reasonable is added with an award in the form of a service fee.
7. The right to establish and become a member of a Labor Union.
8. The right to obtain and or improve and/or develop work competencies in accordance with their talents, interests and abilities through job training.
9. The right to have the same opportunity to choose, get or change jobs and earn a decent income at home or abroad.
10. Strikes as a basic right of workers and trade unions are carried out legally, orderly and peacefully as a result of the failure of negotiations.

b. Obligations of Workers

In carrying out work agreements, the main obligation of workers is to do work which is one element of the existence of an employment relationship. The following are the obligations that must be carried out by workers in carrying out work agreements:

1. Performing Work

The field of work carried out by workers is the work promised in the employment agreement. The scope of work can be known in the employment agreement or according to habits that the worker must know when starting work so that the employer does not expand the scope of his work. The work must be done alone because it is personal, which means that the work is attached to the individual, so that if the worker dies, the employment relationship ends by law, therefore the work may not be represented or inherited.

2. Obeying Company Rules

Rules are discipline in carrying out work in the company. The rules are set by the entrepreneur as a result of the leadership of the entrepreneur. Company rules and regulations can be stated in the company regulations which also contain the obligation to maintain company secrets.

3. Act as a Good Person

Workers are obliged to carry out their obligations properly as stated in the work agreement and company regulations, besides that worker are also obliged to carry out what should or should not be done according to the laws and regulations, propriety and custom.

4. Pay Compensation and Fines if Necessary

Article 62 of Law Number 13 of 2003 concerning Manpower, namely the obligation to pay compensation to other parties (employers) in the amount of the worker's wages until the expiration of the term of the work agreement if terminating the employment relationship before the expiration of the stipulated period in a certain time employment agreement.

Even though there is no work agreement between employers and workers, the laws and regulations and implementing regulations still bind both parties, therefore legal protection for workers is very necessary so that employers do not apply arbitrarily.

3.6 Termination of Employment (PHK)

Termination of Employment (PHK) is basically a complex problem because it is related to unemployment, crime, and job opportunities. Layoffs for workers are the beginning of misery because from then on, the suffering will befall the workers themselves and their families with loss of income. But in practice, layoffs still happen everywhere.

What is meant by Termination of Employment Relationship (PHK) is the termination of the employment relationship due to a certain matter which results in the termination of the rights and obligations between the worker and the entrepreneur. Based on the provisions of Article 150 of Law Number 13 of 2003 concerning Manpower, layoffs apply to:

1. Business entities that are legal entities and those that are not legal entities are privately owned, owned by partnerships, owned by legal entities, both privately owned and state owned.
2. Social enterprises and businesses that have administrators and employ other people for wages or other forms of remuneration.

Layoffs must be used as a last resort if there is an industrial relations dispute. Employers in dealing with workers should:

1. Assuming employees as partners who will help them to succeed in their business goals
2. Provide appropriate compensation for the services that have been deployed by the partner, in the form of a decent income and certain social guarantees, so that the worker can work more productively
3. Maintain good relations with employees.

Workers who work for the company must balance the work relationship with real work that is good, disciplined, and responsible so that the company's goals can be achieved successfully for the benefit of the workers themselves. Layoffs basically have to have a permit, except in certain cases as stated in Article 154 of Law Number 13 of 2003 concerning Manpower, namely:

1. Workers on probation, if required in writing in advance
2. The worker submits his/her resignation in writing of his own free will without any indication of pressure/intimidation from the employer, the end of the working relationship in accordance with the work agreement for a certain time for the first time
3. Workers reach retirement age
4. Worker dies

The reasons that can justify a layoff by an employer on a worker are as follows:

1. Economic Reasons
    a. The decline in the production capacity of the company concerned
    b. The decrease in public demand for the products of the company concerned
    c. The decline in the company's income, which directly results in losses
    d. The decline in the company's ability to pay wages
    e. Implemented rationalization or simplification which means the reduction of a large number of employees in the company concerned.
2. Other reasons stemming from extraordinary circumstances, for example:
    a. Due to war conditions that do not allow the continuation of the working relationship
    b. Due to natural disasters that destroy the workplace and so on
    c. Because other companies that are the organizers of the work in question are no longer able to continue providing job opportunities

d. Due to the death of the employer and no heirs who are able to continue the working relationship with the employee concerned.

3. Employers are prohibited from doing layoffs for the following reasons:
   a. sick worker less than 12 (twelve) according to a doctor's statement,
   b. workers carry out state obligations,
   c. workers perform religious worship,
   d. workers marry, become pregnant, and give birth,
   e. workers have blood ties and/or marital ties with other workers in a company unless it has been regulated in company regulations,
   f. workers report employers to the authorities regarding the actions of entrepreneurs who commit criminal acts of crime
   g. differences in understanding, politics, ethnicity, religion, race, class, physical condition or marital status
   h. the worker is permanently disabled, sick due to a work accident, or sick due to an employment relationship according to a doctor's certificate whose recovery period cannot be ascertained.

1. Legal Protection for Workers

The position of workers can essentially be viewed from two aspects, namely from a juridical perspective and from a socio-economic perspective. From a socio-economic perspective, workers need legal protection from the state against the possibility of arbitrary actions from employers.

This high-low position in the employment relationship results in an unequal relationship that creates a tendency for the employer to act arbitrarily to the worker. while the entrepreneur is the party who is socially and economically more capable so that any activity depends on his will.

Imam Soepomo divides worker protection into 3 (three) types, namely:

1. Economic protection, which is a type of protection related to efforts to provide workers with an income that is sufficient to meet the daily needs for them and their families, including in the event that the worker is unable to work because of something outside his will which is called social security.
2. Social protection, which is a protection related to community business, the purpose of which is to enable the worker to enjoy and develop his life as human beings in general, and as members of the community and family members, which is commonly referred to as occupational health.
3. Technical protection, which is a type of protection related to efforts to protect workers from the dangers of accidents that can be caused by planes or other work tools or by materials processed or manufactured by companies which is commonly called work safety.

2. The Rights of Laid-off

After workers are laid off by the entrepreneur through a decision of the Industrial Relations Court, the entrepreneur cannot escape his responsibility for the granting of rights that should be received by the worker. The rights of the workers in question are:

1. Severance

Pay is a payment in the form of money from employers to workers as a result of layoffs. The amount of severance pay is based on the provisions of Article 156 paragraph (2) of Law Number 13 of 2003 concerning Manpower.

2. Service Time Award Money

Service fee is a service fee as an award from the employer to the worker associated with the length of the service period. The amount of the service award is based on the provisions of Article 156 paragraph (3) of Law Number 13 of 2003 concerning Manpower.

3. Compensation (reimbursement of rights)

That is payment in the form of money from employers to workers as a replacement for annual breaks, long breaks, travel expenses to places where workers are accepted to work, medical facilities, housing, and others as determined by the Industrial Relations Court as a result of there are layoffs. Compensation is based on the provisions of Article 156 paragraph (4) of Law Number 13 of 2003 concerning Manpower.

IV. Conclusion

Based on the discussion of the previous chapters, then based on the formulation of the problem can be concluded:

1. Employment agreements are very important both for workers and for employers, especially for workers so that they are not treated arbitrarily by employers because a written work agreement can guarantee the rights and obligations of the parties so that if a dispute occurs, it will help the evidentiary process. The rights and obligations of the parties, both employers and workers, must continue to be carried out in accordance with the provisions of the applicable law even though there is no work agreement, because the laws and regulations and implementing regulations are still binding on both parties.
2. Legal protection for workers who have been laid off is through non-litigation or litigation legal channels. Through non-litigation channels, it can be through bipartite, mediation, conciliation, and arbitration which are mandatory for the parties in case of industrial relations disputes. Through this route, workers who are subject to termination of employment can seek for workers to get the rights they should get and obtain legal certainty so that they are not arbitrarily treated by employers.

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