



Legal Protection for Workers on Termination of Employment That Occurs Due to Force Majeure According to the Law - Labor Copyright Law

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ABSTRACT

Labor has an imperative part as one of the supporting components in improvement. Making strides human quality cannot be accomplished without a certain ensure of life to be gotten, and moving forward the quality of labor and assurance of labor must be balanced to human respect. This consider points to analyze the Covid-19 widespread as a circumstance that qualifies as constrain majeure concurring to the Labor Law, and to look at the lawful results of end of work carried out on the grounds of drive majeure due to the Covid-19 widespread. The investigate strategy utilized is standardizing investigate strategy backed by observational investigate utilizing different sorts of essential lawful materials within the frame of laws and controls and secondary legitimate materials within the frame of literature related to legitimate security for specialists within the occasion of end of work due to drive majeure. The comes about appear that the Covid-19 widespread can be qualified as a drive majeure beneath the Labor Law, and end of work carried out on the grounds of constrain majeure due to the Covid-19 widespread has legitimate results within the frame of employers' commitments.

Keywords: Force Majeure, Legal Protection for Workers and Termination of Employment.

INTRODUCTION

The government has issued Law Number 6 of 2023 concerning Job Creation to protect employers and workers (Annisa, 2023) . One of the employment problems that often occurs today and especially when the Covid-19 pandemic has occurred is termination of employment relations (Wibowo & Sudiro, 2021) .

This situation certainly forces entrepreneurs to look for other efforts to reduce losses caused by the impact of the spread of Covid-19, one of which is terminating employment relations. Employment termination events often give rise to problems that are not easily resolved, both regarding the termination of the relationship itself and the legal consequences of ending the employment relationship (Hasibuan et al., 2023) . The relationship between workers and employers will be disrupted if one party imposes its will.

This research is very important to do because it is related to legal protection for workers during the Covid-19 pandemic. When force majeure occurs such as a pandemic, workers' rights must still be protected despite the termination of employment. Wibowo and Sudiro (2021) in their research, analyzed the impact of the Covid-19 pandemic on employment termination in Indonesia. This research provides an in-depth understanding of the changes in the employment situation due to the global health crisis. Furthermore, Hasibuan, Siregar, and Siregar (2023) discussed legal protection for workers affected by layoffs during the Covid-19 pandemic, highlighting the legal aspects that protect workers' rights in crisis situations. Annisa (2023) also raised a similar topic in *Samudra Keadilan Law Journal*, focusing on the legal protection for workers affected by termination of employment due to force majeure under the Job Creation Law, providing a comprehensive legal perspective on this issue.

By looking at the above background, problem formulations can be drawn, firstly legal protection for consumers regarding the dangers of smoking according to health law, and secondly criminal law enforcement against violations of non-smoking areas according to health law.

This study aims to analyze the Covid-19 pandemic as a condition that qualifies as force majeure under the Manpower Law, as well as to examine the legal consequences of termination of employment carried out on the grounds of force majeure due to the Covid-19 pandemic. The benefit of this research is to provide a comprehensive understanding of legal protection for workers in the event of termination of employment due to force majeure, especially the Covid-19 pandemic in accordance with the provisions of the Job Creation Law.

RESEARCH METHODS

The inquire about strategy utilized in this inquire about could be a regulating inquire about strategy upheld by observational investigate which uses various sorts of essential lawful materials within the shape of statutory controls and auxiliary lawful materials within the frame of writing relating to legitimate security for workers upon termination of work due to drive majeure. According to the Work Creation Law, this is often at that point associated to events that occur within the field as a source of investigate fabric. Johnny Ibrahim is of the conclusion that regulating lawful investigate may be a frame of logical investigate pointed at finding the truth based on the rationale of lawful science in terms of the regulating portion, or which takes the frame of legitimate revelation endeavors that are adjusted to a specific case.

RESULTS AND DISCUSSION

A. Overview of Employees, Termination

Work and Force Majeure

The definition of workers/laborers according to Eeng Ahman and Epi Indriani is the entire population who are considered able to work and are able to work if there is a request for work (Rahayu, 2018) . The definition of workers/laborers according to Payaman Siamanjuntak can be found in his book entitled "Introduction to Human Resource Economics". In the book it is said that workers/laborers are residents who have or are currently working, who are looking for work, and who carry out other activities such as attending school and taking care of the household. In practical terms, according to him, the meaning of workers and non-workers is only differentiated by the age limit (Ardi, 2023) .

According to Lalu Husni in his book, layoffs are an event that is not expected to occur, especially among workers/employees because with layoffs the workers/workers concerned will lose their livelihood to support themselves and their families, therefore all parties involved in industrial relations whether employers, workers/laborers, or the government, with all efforts must ensure that employment relations do not terminate (Angelia & Yurikosari, 2020) .

Force majeure or force majeure is a situation where a person cannot carry out his achievements due to things beyond his ability, such as natural disasters (the act of God) and others (Romlah, 2020) . Prof. Subekti believes that there are at least several conditions that must be met in order for a situation to be said to be coercive, namely that the coercive situation is beyond the control of one of the parties who must fulfill its obligations and the coercive condition cannot be known at the time the agreement is made (Romlah, 2020) .

B. Covid – 19 Is a Force Qualifying Condition

Majeure in the Job Creation Law

The corona pandemic is classified as a force majeure situation because it causes entrepreneurs and workers to be (forced) to be prohibited from carrying out their work activities as usual (Kurniawan & Saputra, 2022) . The corona pandemic has an impact on workers, employers and the government. If the impact of the corona pandemic causes the company to suffer losses, so that it cannot carry out production, layoffs can be carried out for reasons of force majeure (Hasanah, 2021) .

According to classical legal scholars, compelling circumstances are interpreted as a situation that absolutely cannot be avoided by the debtor in order to fulfill an obligation (Isradjuningtias, 2015) . Furthermore, the legal principles of force majeure in the Employment Law, regarding explanations of force majeure in the Employment Law and Job Creation Law are still lacking and there are no regulations that explain further regarding force majeure (Jasmine , nd) .

In the statutory regulations, Articles 1244 and 1245 of the Civil Code with Article 154A paragraph (1)d of the Job Creation Law. Where the Civil Code does not provide any form of legal protection to workers and related to force majeure events (Pakpahan et al., 2022) . So the form of legal protection for workers in Indonesia who experience termination of employment has been reflected in Law Number 13 of 2003 concerning Employment in Article 164 paragraph (1) which regulates legal protection for workers with pensions (Naim et al., 2022) .

And in Law 6 Number 2023 concerning Job Creation, the protection of workers due to Termination of Employment Relations is also reflected in Article 156 Paragraph 1 which reads: "In the event of Termination of Employment Relations, Employers are obliged to pay severance pay and/or gratuity and compensation money." rights that should be received."

Business visionaries can utilize the Covid-19 widespread as a *force majeure* reason to carry out cutbacks considering its expansive affect on company operational exercises (Randi, 2020) . The obstacle of operational exercises has an affect on the company's pay, as a result the company has trouble paying workers' compensation, which is its commitment. Separated from that, the Covid-19 widespread can be categorized as an unforeseen occasion since it happened exterior the control of the parties so they did not have the capacity to anticipate it (Revi et al., 2021) . When seen from the viewpoint of the length of the circumstance, the crown widespread may be a brief *force majeure* considering that the failure of business people to carry out their commitments is as it were brief until the circumstance returns to ordinary.

The existence of a Government policy that has designated the spread of Covid-19 as a national disaster as well as the issuance of a number of legal products can strengthen the reasons for entrepreneurs to declare the spread of Covid-19 as an event that creates a *force majeure* because it explicitly concludes that the spread of Covid-19 is categorized as non-natural disasters on a national scale.

C. Legal Consequences of Termination of Employment Due to Force Majeure

Termination of Employment (Pemutusan Hubungan Kerja - PHK) is the end of the cooperation relationship between the employee and the company, either because of the agreed terms, or it may end in the middle of the road. When we hear the term layoff, what comes to mind is unilateral dismissal by the company due to employee misconduct. Therefore, this abbreviation has a negative meaning and is a frightening specter for workers. Termination of employment actually begins with the employment relationship process, where this relationship involves workers and their employers. The employment relationship describes the position of both parties, which shows the rights and obligations of workers towards their employers and the rights and obligations of employers towards workers. The employment relationship occurs after the existence of a work agreement between superiors and subordinates, namely an agreement in which one party, namely the employee, binds himself to work by receiving wages and the other party, in this case the employer binds himself to employ the employee by paying wages. This definition means that employees in carrying out work are under the leadership of superiors or employers. In a company, it is natural for employers or superiors to try to control company activities to be effective and efficient. Therefore, superiors will naturally maintain their power and freedom in making decisions that will affect the running of the company.

Law Number 6 Year 2023 improves one of the regulations of Law Number 13 Year 2003. There are at least 6 labor provisions that are refined, namely:

1. Specific time work agreement (PKWT), where the Job Creation Law mandates compensation money for workers whose PKWT period expires. Previously, there was no compensation for PKWT workers whose contracts expired.
2. Outsourced workers. This provision is regulated through the Job Creation Law, where the government will determine what types of positions can use the outsourcing mechanism. Outsourcing arrangements are further regulated through Government Regulation PP No.35 of 2021 concerning Fixed-Term Work Agreements, Outsourcing, Working Time and Rest Time, and

Termination of Employment (PKWT-PHK), which is currently in the process of being revised. This law stipulates that outsourcing companies must be incorporated and have a license. Previously, it was only stipulated that outsourcing companies must be legal entities. The obligation to form a legal entity and obtain a license is intended to protect workers.

3. Improving wage provisions. This includes wage payments based on units of time or units of output. This provision is to adjust to the needs and development of wage dynamics. Regarding the minimum wage, there are improvements in terms of calculation formulas that further strengthen the legal basis previously contained in PP No. 78/2015 on Wages, now included in the Job Creation Law. The minimum wage variable is also adjusted from previously based on economic growth or inflation to be based on economic growth, inflation, and certain indices regulated in this Law. There is also an obligation for companies to establish a wage structure and scale as a reference for wage increases for workers/laborers with more than one year of service.
4. Rules that prohibit workers/laborers from marrying co-workers at the same company, or having co-workers marry and the threat is termination of employment (PHK). This provision no longer exists in the Job Creation Law, so it provides protection to workers. Apart from that, entrepreneurs are also given the convenience of carrying out layoffs because they do not need to wait for a government decision but simply notify the workers/laborers concerned.
5. Regarding severance pay, the amount of compensation is regulated through PP 35/2021. And regulated in Law Number 13 of 2003 concerning Employment.
6. Law Number 6 of 2023 provides a new social security scheme for protection for workers, namely Job Loss Guarantee (JKP).

The Manpower Law and Job Creation Law as basic provisions have provided legal protection regarding the rights of workers who experience layoffs. Among them is Article 156 paragraph (1) which states that in the event of termination of employment (PHK), employers are required to pay severance pay and/or long service pay and compensation for rights that should have been received. Regarding legal protection for workers who experience termination of employment due to force majeure, the regulations related to this matter are regulated in Article 164 paragraph (1) which states that:

“Employers may terminate the employment of workers/laborers due to company closure caused by the company experiencing continuous losses for 2 (two) years or force majeure, provided that workers/laborers are entitled to severance pay amounting to 1 (one) time the provisions of Article 156 paragraph (2), long service pay amounting to 1 (one) time the provisions of Article 156 paragraph (3) and compensation pay in accordance with the provisions of Article 156 paragraph (4).”

CONCLUSION

Bosses utilize the Covid-19 widespread as a drive majeure reason to conduct cutbacks given its colossal affect on company operations. In expansion, the crown widespread is additionally categorized as a drive majeure occasion given its unforeseen nature since it happened exterior the control of the parties. Bosses can too end business singularly, but this must be based on Law Number 6 of 2023 concerning Work Creation, usually fitting and clearly controlled in positive legitimate items in Indonesia. One-sided end of employment can as it were be carried out for certain reasons, specifically within the shape of representative renunciation of their possess agreement, acquiescence in composing, representatives making genuine botches or representatives being truant ceaselessly, and in the event that unilateral termination of business is unavoidable, the settlement must to begin with go through arrangements as

directed within the arrangements of the Law. End of business has suggestions for the rise of employers' commitments to pay workers' rights. On the off chance that cutbacks are carried out by bosses due to force majeure reasons, at that point based on Law Number 6 of 2023 concerning Work Creation, specifically Article 156 (1) Within the occasion of end of work, managers are obliged to pay severance pay and/or long benefit pay and remuneration pay that ought to have been gotten.

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