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Legal Protection Against Workers who are victims of termination of employment relationship at PT. RIAU ABDI SENTOSA

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ABSTRACT

Termination of employment (PHK) that occurs due to workers who experience severe illness for a long period of time. Layoffs that occur to workers of PT Riau Abdi Sentosa (RAS) in Pekanbaru where there is one worker who has worked for more than 10 years, but at one time the worker experienced severe illness that made him unable to carry out work activities as usual. So, how is the legal protection of workers who are victims of layoffs and how is the settlement of disputes against workers who are victims of layoffs at PT RAS (study of cassation decision number 2 K/Pdt.Sus-PHI/2023 Jo decision number 8/Pdt.Sus-PHI/2022/PN Pbr) based on PP No. 35 of 2021 concerning PKWT, Outsourcing, Working Time and Rest Time, and Layoffs. This research uses normative legal research methods by examining library materials, tracing literature related to the subject matter, while the nature of this research is descriptive analytical to provide a more thorough description and data regarding legal protection of workers. Data sources are primary, secondary, and tertiary legal materials, qualitative data analysis, namely analyzing by describing and then comparing data with laws and regulations or expert opinions. Next, the method of withdrawing data is carried out deductively, namely withdrawing from general matters to specific matters. The results of this study concluded that in the first level decision, the judge considered that the reason why the worker could not attend work to the company was true because of illness based on a doctor's certificate and evidence of requests for permission by workers to their superiors. Meanwhile, in the cassation level decision, the judge considered that the worker was proven to be absent since 31 May 2021, this was because the worker's sick certificate stating that he was hospitalized was from 3 June 2021 (vide evidence T-3). Because there is a time difference from May 31, 2021 to June 3, 2021, the elements of the worker having violated the Company Regulation are fulfilled.

Keywords: *Daily Casual Workers, Legal Protection, Wages*

1. Introduction

Indonesia is a country with high population growth, because Indonesia has many people who are of productive age as workers. In its implementation, the employment relationship between employers and workers or laborers does not always proceed as smoothly as expected by both parties, often resulting in industrial relations disputes. Such disputes may ultimately lead to termination of employment (PHK). According to the provision of Article 1 paragraph (25) of Law Number 13 of 2003 concerning Manpower, termination of employment (PHK) is defined as the termination of the employment relationship due to a particular matter that results in the cessation of rights and obligations between workers or laborers and employers. Termination of employment represents a complex issue, as it involves not only economic consequences

but also psychological impacts for the workers affected by such termination.[1] Therefore, Indonesia must have legal regulations that protect workers.

The protection of workers is aimed at safeguarding their fundamental rights and ensuring equal opportunity and treatment without discrimination on any grounds, in order to promote the welfare of workers and their families, while simultaneously taking into account developments and advancements in the business sector.[2] Law Number 13 of 2003 concerning Manpower is designed to provide protection for workers, ensuring that they are not subjected to arbitrary treatment, while also safeguarding their security and peace of life. In principle, under the provisions of this law, termination of employment (layoffs) should be avoided to the greatest extent possible. However, if all efforts to prevent termination have been exhausted and it remains unavoidable, its implementation must be carried out through negotiations between the employer and the affected worker.[3] The regulation of employment relations is inextricably linked to the rights to which workers are entitled, including the right to severance pay, the right to a service period award, and the right to compensation. The protection of workers is inherently connected to the existence of an employment relationship between workers and employers, particularly in situations involving termination of employment (hereinafter referred to as PHK). Such protection is intended to ensure that workers, who are often in a vulnerable position, are not subjected to unfair or arbitrary treatment by employers.

The termination of employment signifies the loss of a worker's source of livelihood, marking the onset of a period of unemployment along with its associated consequences. Therefore, in order to ensure the security and peace of life for workers, termination of employment should ideally be avoided. Nevertheless, in practice, it is evident that termination of employment cannot be entirely prevented.[4] Termination of employment (PHK) is specifically regulated under Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes. With the enactment of this law, Law Number 12 of 1964 on Termination of Employment in Private Companies and Law Number 22 of 1957 on the Settlement of Labor Disputes (P3) have been declared no longer valid. However, the implementing regulations of these two laws shall remain in force to the extent that they do not conflict with the provisions of Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes.

In some cases of Termination of Employment (PHK) carried out by Employers against workers, in addition to errors in work, there are also Termination of Employment (PHK) that occur due to workers who experience serious illness for a fairly long period of time.

[1] Cahyo Adhi Nugroho, 'Perlindungan Hukum Pada Tenaga Kerja Yang Mengalami Pemutusan Hubungan Kerja (PHK) Karena Dampak Pandemi Covid-19', *Hukum Dan Dinamika Masyarakat*, 21.1 (2023), p. 25, doi:10.56444/hdm.v21i1.3995.

[2] Wiwin Budi Pratiwi and Devi Andani, 'Perlindungan Hukum Tenaga Kerja Dengan Sistem Outsourcing Di Indonesia', *Jurnal Hukum Ius Quia Iustum*, 29.3 (2022), pp. 652–73, doi:10.20885/iustum.vol29.iss3.art9.

[3] Annisa Fitria, 'Perlindungan Hukum Pekerja Atau Buruh Yang Terkena PHK Akibat Efisiensi Di Perusahaan', *Lex Jurnalica*, 18.3 (2018).

[4] Umar Kasim, 'Hubungan Keja Dan Pemutusan Hubungan Kerja', *Informasi Hukum*, 2 (2004).

The conditions explained above occurred at one of PT. Riau Abdi Sentosa in Pekanbaru which is a company engaged in the distribution of basic necessities. Where there was one worker who had worked for more than 10 years, during his work the worker always achieved the sales target of goods according to that determined by the company so that he received incentives because of this. However, at one time the worker experienced a serious illness that made him unable to carry out work activities as usual and had been informed by the worker's wife to her husband's superior that he was sick and had to be hospitalized. As a result of the illness he suffered, the worker had to rest and receive regular treatment for several months. However, because the worker did not come to work for a month, the Company sent the 1st and 2nd Summons to the worker's residential address even though he was actually being treated in the hospital. Because the worker did not come to work after being sent a summons letter, the company issued a unilateral termination of employment (PHK) decision letter with the qualification of resignation.

In fact, Article 153 paragraph (1) letter a of Law Number 13 of 2003 concerning Employment states that:

Employers are prohibited from terminating employment relationships for the following reasons:

"The worker or laborer is unable to attend work due to illness, as certified by a medical practitioner, for a period not exceeding twelve (12) consecutive months".

The above mentioned points show that it has become a shared responsibility to ensure that every citizen who is willing and able to work, gets a job according to his/her abilities and also that every citizen who works is able to earn enough income for a decent life for himself/herself and his/her family.[5]

To further understand the settlement of the termination of employment, this study will present one (1) example of a termination of employment dispute case that has been decided by the Industrial Relations Court at the Pekanbaru District Court to the Cassation level decided by the Supreme Court of the Republic of Indonesia and has permanent legal force (inkraht). Namely the Supreme Court Cassation Decision Number 2 K/Pdt.Sus-PHI/2023 Jo Decision Number 8/Pdt.Sus-PHI/2022/PNPbr concerning the Termination of Employment (PHK) Dispute lawsuit between the Plaintiff Directors of PT. RIAU ABDI SENTOSA represented by ANDRIANO WIJAYA (Public Relations/HRD Manager) against the Defendant AHMAD EFFENDI (Worker/Laborer at PT. Riau Abdi Sentosa) represented by the Workers Union (SPN DPC Pekanbaru City).

In which there is a difference in the attitude of the cassation judge with the first instance judge. in which His Honor the Supreme Court Judge considered that the Defendant/Worker was indeed absent. Whereas in the facts of the first instance trial at the Industrial Relations Court at the Pekanbaru District Court in the answer, Duplik, Evidence, and witnesses had explained that the Defendant/Worker was unable to attend work because of illness. In which previously His Honor the Industrial Dispute

[5] Sedjun H. Manullang, *Pokok-Pokok Hukum Ketenagakerjaan Di Indonesia* (Rineka Cipta, 1998).

Court Judge at the Pekanbaru District Court gave a decision in the main case 'Rejecting the Plaintiff's lawsuit in its entirety'. In his answer, the Defendant/Worker filed a Counterclaim, in which His Honor the Judge in the Counterclaim granted the counterclaim in part, declared the termination of employment since the verdict was read, sentenced the Plaintiff/Company to pay the Defendant/Worker's rights in the form of severance pay and UPMK (Long Service Award Money), sentenced the Plaintiff/Company to pay process wages to the Defendant/Worker. The description above encourages the author to conduct research on the legal protection that workers/laborers have when they are unable to go to work for clear and valid reasons, even though the company has procedures for submitting leave or permission in writing.

This study attempts to review legal protection for workers based on settlement through industrial relations dispute courts with case studies. Previous studies that are relevant to this study are, Legal protection for workers based on laws and regulations in Indonesia. In this study, the author attempts to explain the concept of legal protection based on existing legal regulations in Indonesia. Legal Protection for Workers with an Outsourcing System in Indonesia, this study reviews legal protection for workers specifically for workers with an outsourcing system.

2. Research Method

Normative legal research refers to legal research conducted through the examination of library materials by tracing sources or literature relevant to the subject matter under analysis. This method serves as a source of objective and factual data to support the discussion. The nature of this research is descriptive-analytical, aimed at providing a detailed account and data concerning the legal protection of workers or laborers. The object of this study includes Law Number 13 of 2003 concerning Manpower in conjunction with Chapter IV of Law Number 6 of 2023 on the Stipulation of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation as Law, as well as Supreme Court Decision Number 2 K/Pdt.Sus-PHI/2023 in conjunction with District Court Decision Number 8/Pdt.Sus-PHI/2022/PN Pbr. This study is further supported by literature and research data relevant to the topic.

3. Result and Discussion

3.1. Legal Protection for Workers Who Are Victims of Termination of Employment

Aspects of worker protection encompass two fundamental elements: protection against the power of the employer and protection against government actions.[6] According to Zainal Asikin, legal protection from the power of the employer is realized when labor laws and regulations that oblige or compel employers to act in accordance with statutory provisions are genuinely enforced by all parties. The validity of such laws, he argues, should not be assessed solely from a legal

[6] Ngabidin Nurcahyo, 'Perlindungan Hukum Tenaga Kerja Berdasarkan Peraturan Perundang-Undangan Di Indonesia', *Jurnal Cakrawala Hukum*, 12.1 (2021), pp. 69–78, doi:10.26905/idjch.v12i1.5781.

perspective, but must also be evaluated from sociological and philosophical standpoints.[7] Work is positioned as an urgent need that must be met by every individual because by working a person can earn income that is used to achieve welfare. In relation to the existence of the order of life and social order, this means referring to the welfare of every worker in Indonesia.[8] Article 27 paragraph (2) of the 1945 Constitution of the Republic of Indonesia stipulates that 'Every citizen has the right to work and to a decent standard of living.' This provision affirms that welfare is a fundamental right of every citizen, enabling them to lead a dignified life. To achieve such welfare, access to decent employment is essential. In principle, every citizen aspires to work and live in conditions that ensure prosperity, as a prosperous life constitutes a right inherent to all citizens.

In legal terms, the relationship between workers and employers is founded on the principles of freedom and equality. No individual may be subjected to enslavement, forced labor, or servitude. However, in practice, workers frequently find themselves in vulnerable and inequitable positions. Employment law is designed to provide protection and promote social justice for workers as the principal actors within the employment relationship. Nevertheless, instances of social injustice against workers persist, one of which is termination of employment, commonly referred to as PHK. Pursuant to Article 1 point 25 of Law Number 13 of 2003, hereinafter referred to as the Manpower Law, termination of employment (PHK) is defined as the cessation of employment arising from a particular cause, which results in the termination of the rights and obligations between the worker or laborer and the employer.[9] Legal protection for workers or laborers in the event of termination of employment (PHK) is governed by Law Number 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law Number 2 of 2022 on Job Creation as Law, in conjunction with Government Regulation Number 35 of 2021 concerning Fixed-Term Employment Agreements. These regulations set forth the mechanisms for termination of employment.

Termination of employment refers to the cessation of the employment relationship due to a specific cause, resulting in the discontinuation of the rights and obligations between the worker or laborer and the employer. The mechanism governing termination of employment is outlined as follows:

a) Employers, workers or laborers, trade unions or labor unions, and the government are collectively responsible for ensuring that termination of employment does not occur;
b) In the event that termination of employment is unavoidable, the employer is obliged to provide written notification to the worker or laborer and/or the workers' union or labor union, stating the intention and grounds for the termination. Such notification must be delivered no later than fourteen (14)

[7] Zainal Asikin, *Dasar-Dasar Hukum Perburuhan* (Raja Grafindo Persada, 2002).
[8] Fathammubina and Apriani, 'Perlindungan Hukum Terhadap Pemutusan Hubungan Kerja Sepihaj', *Jurnal Ilmiah Hukum De'Lure*, 3.1 (2018).
[9] Hatane et.al, 'Perlindungan Hukum Terhadap Pekerja Di Masa Pandemi Covid-19', *Jurnal Ilmu Hukum*, 1.3 (2021).

working days prior to the termination date, or seven (7) working days in the case of workers or laborers who are still within the probationary period;

c) In the event that the worker or laborer has received the notification letter and does not object to the termination of employment, the employer is required to report the termination to the ministry responsible for governmental affairs in the field of employment and/or to the relevant office handling employment affairs at the provincial or district/city level;
d) Workers or laborers who have received a notification letter of termination of employment and wish to express their objection must submit a written letter of rejection, accompanied by the reasons for such objection, no later than seven (7) working days from the date of receipt of the notification letter;
e) In the event of a disagreement concerning termination of employment, the resolution must first be pursued through bipartite negotiations between the employer and the worker or laborer and/or the workers' or labor union. Should the bipartite negotiations fail to produce an agreement, the subsequent stage of resolving the termination of employment shall be conducted through the industrial relations dispute settlement mechanism in accordance with the applicable laws and regulations.

A very important issue for a worker in an employment relationship is regarding termination of employment. As for the types of termination of employment in labor law theory, there are 4 types, namely:

a) Termination of Employment by Law

Termination of employment by operation of law refers to the cessation of the employment relationship that occurs automatically upon the expiration of the employment agreement entered into by the employer and the employee.[10] For instance, in the case of contract-based employment, the employment relationship is naturally intended to conclude upon the completion of a specific period or task. Such an employment relationship will therefore terminate automatically once the work is completed, and this form of termination is commonly referred to as termination of employment by operation of law. When the agreed period has expired, there is no requirement for a formal termination statement or notice period. Although the termination occurs by operation of law, the parties may agree to provide advance notice regarding the impending conclusion of the employment agreement. Such notice may subsequently guide the determination of whether the employment relationship will indeed terminate. Termination of employment by operation of law may also arise in the event of the worker's death. However, the employment relationship is not deemed to terminate by operation of law in the event of the employer's death.

b) Termination of Employment Relations by Entrepreneurs/Employers

Termination of employment may not be carried out unilaterally. In the

[10] Soebekti, *Hukum Perjanjian* (PT Inter Masa, 2000).

event of a dispute between the worker and the employer, the matter must be resolved through deliberation or by means of a labor dispute resolution body. Employers may terminate the employment of a worker or laborer on the grounds that the worker or laborer has committed a serious violation, as specified below:

1) Committing fraud, theft, or embezzlement of company goods and/or money;
2) Providing false or falsified information that causes harm to the company;
3) Being intoxicated, consuming alcoholic beverages, using, or distributing narcotics, psychotropic substances, or other addictive substances within the workplace environment;
4) Committing immoral acts or gambling in the work environment;
5) Carelessly or intentionally damaging or leaving company property in a dangerous condition which results in losses for the company;
6) Revealing or leaking company secrets that should be kept confidential except in the interests of the state;
7) Committing other acts within the company environment that are subject to a penalty of imprisonment of five (5) years or more, in accordance with Article 158 paragraph (1) of Law Number 13 of 2003 concerning Manpower.

In addition, employers may also terminate the employment of workers or laborers in the event that the company is permanently closed due to continuous losses sustained over a period of two years or as a result of force majeure. The methods of terminating employment adopted by employers/entrepreneurs are a very important aspect in employment relations. This is because in practice, employers/entrepreneurs are sometimes driven by the vital interests of the company to make terminations or retrenchments. On the other hand, workers see terminating employment differently from employers.

c) Termination of Employment by Workers

Workers or laborers have the right to terminate their employment relationship with the employer, as, in principle, no worker should be compelled to continue working against their own will. Accordingly, termination of the employment relationship initiated at the request of the worker or laborer constitutes a voluntary act on the part of the worker or laborer. The right to resign is inherent in every worker or laborer, and they must not be forced to continue their employment if they no longer wish to do so.

Workers or laborers may terminate their employment relationship by voluntarily resigning, without the need to seek a decision from an industrial relations dispute resolution body. In such cases, the worker or laborer shall be entitled to compensation in accordance with the provisions of Article 156 paragraph (4) of Law Number 13 of 2003 concerning Manpower.

d) Termination of Employment by Court

Termination of Employment (PHK) carried out by the court is the termination of employment by a regular civil court at the request of the person concerned (employer or worker) based on important reasons. Important reasons are in addition to urgent reasons also due to changes in the personal circumstances or wealth of the applicant, changes in circumstances where the work is of such a nature that it is appropriate to terminate the employment relationship.

If, despite all efforts, termination of employment cannot be avoided, the employer, together with the workers' or labor union or the concerned worker or laborer, must engage in negotiations regarding the termination. Should such negotiations fail to produce a resolution, the employer may submit a written application to the Industrial Relations Dispute Settlement Institution, accompanied by the reasons underlying the proposed termination.

The Industrial Relations Dispute Settlement Institution will thereafter summon both parties for a hearing and render a decision on the matter. If the institution rejects the employer's application, the employer is obliged to reinstate the worker or laborer. Conversely, if the institution grants the employer's application, termination of employment shall take effect once the decision acquires permanent legal force.

3.2. Legal Protection for Workers Who Are Victims of Termination of Employment

The resolution of industrial relations dispute cases requires proper, thorough, objective, and professional handling to ensure that judges, in rendering their decisions, are able to uphold legal certainty, utility, and justice for the parties concerned, particularly in the implementation of the rights and obligations arising from the law governing termination of employment. Among the various mechanisms available for resolving industrial relations disputes is the filing of a lawsuit before the Industrial Relations Court.

The filing of an industrial relations dispute lawsuit shall be submitted to the Industrial Relations Court at the district court whose jurisdiction encompasses the location where the worker or laborer is employed. Such filing must be accompanied by a report on the settlement efforts through mediation or conciliation. In the absence of this report, the lawsuit file shall be returned to the party submitting the claim.[11] Any decision rendered by the judge in an industrial relations dispute must consider the applicable laws, existing agreements, customs, and the principles of justice. The panel of judges is required to conclude the case within no later than fifty (50) working days from the date of the first hearing. A

[11] Hono Sejati, 'Penyelesaian Perselisihan Di Pengadilan Hubungan Industrial', *Spektrum Hukum*, 15.1 (2018), p. 1, doi:10.35973/sh.v15i1.1107.

decision of the Industrial Relations Court regarding disputes over rights and disputes concerning termination of employment may be appealed to the Supreme Court within fourteen (14) working days.[12]

One example of the settlement of industrial relations disputes resulting from Termination of Employment is what happened to PT. Riau Abdi Sentosa who sued former employees in case Number 8.Pdt.Sus-PHI/2022/PN Pbr in the Pekanbaru court which is described as follows:

a) First instance decision of the Industrial Relations Court at the Pekanbaru District Court, Decision Number: 8/Pdt.Sus-PHI/2022/PN Pbr regarding the lawsuit for termination of employment (PHK) between the Plaintiff (PT. Riau Abdi Sentosa) against the Defendant (Worker) Ahmad Effendi

The case in question is that the Plaintiff (PT. Riau Abdi Sentosa) with a lawsuit letter dated February 2, 2022 attached with a recommendation note from the Riau Province Manpower and Transmigration Service, which was received and registered at the Clerk's Office of the Industrial Relations Court at the Pekanbaru District Court on February 3, 2022 in register Number 8/Pdt.Sus-PHI/2022/PN Pbr.

The case in this case is that initially the defendant asked for leave from his superior (Mr. Willix) with the aim of returning to Medan (North Sumatra) to visit and care for his sick parents, but the Defendant's superior said that in accordance with the company's SOP, leave applications were made a month before the day or date of the start of the leave. Then on Monday, May 31, 2021, the Defendant did not come to work on the grounds of illness and until Wednesday, June 2, 2021, the Defendant still did not come to work, so the plaintiff sought information by visiting the Defendant's residence and the Defendant's wife said that the Defendant had left for Medan on Saturday, May 29, 2021.

PT. RAS as the plaintiff terminated the employment relationship on the basis of reasons qualified as resignation or unilaterally of his own volition from the plaintiff's company because he was considered absent or did not come to work for 5 (five) consecutive working days from May 31, 2021 to June 5, 2021 without any valid explanation and notification to his superior/leader. Before terminating the employment relationship, PT. RAS as the plaintiff has issued a summons letter I (first) with Number: 05/RAS-PB/VI/2021 dated June 03, 2021 with the aim that the Defendant (worker) to come to work as he should and to meet his superior/leader on June 04, 2021. However, the Defendant (worker) did not come to the company in accordance with the first summons letter, so the Plaintiff (PT. RAS) issued a summons letter II (second) Number: 06/RAS-PB/VI/2021 dated June 04, 2021, However, the Defendant (worker) did not come to work.

[12] Maswandi Maswandi, 'Penyelesaian Perselisihan Hubungan Kerja Di Pengadilan Hubungan Industrial', *Publikauma : Jurnal Administrasi Publik Universitas Medan Area*, 5.1 (2017), p. 36, doi:10.31289/publika.v5i1.1203.

The points in the Plaintiff's (PT. RAS) petitum essentially request the following:

1) Declaring that the termination of employment (PHK) between the Plaintiff (PT. RAS) and the Defendant (worker) is lawful on the grounds that the Defendant (worker) was absent from work for more than five (5) consecutive working days without justification and is thereby deemed to have resigned, pursuant to Article 154A paragraph (1) point j of Law Number 11 of 2020 concerning Job Creation in conjunction with Article 51 of Government Regulation Number 35 of 2021 concerning Fixed-Term Employment Agreements, Outsourcing, Working Hours and Rest Periods, and Termination of Employment;
2) Declaring the termination of employment (PHK) between the Plaintiff (PT. RAS) and the Defendant (worker) effective June 5, 2021 in accordance with the provisions of Article 73 and Article 80 paragraph (2) of the Company Regulations of PT. RAS The Defendant (worker) is entitled to severance pay of 1 (one) month.

In response to the lawsuit, the plaintiff who is a former employee gave an answer and filed a Counterclaim. In his answer, the plaintiff stated that the Defendant (worker) had asked permission verbally to his superior named Wilix as HRD on the grounds that he was in an urgent situation where the Defendant (worker) received information that his parents were seriously ill, that the Defendant (worker) when he wanted to go home from Medan to Pekanbaru, on the way the Defendant (worker) experienced shortness of breath so that he could not continue the journey and was immediately taken to the Sufina Aziz General Hospital in Medan and there had been a notification to the Defendant's superior (worker) through his wife. The counterclaim filed by the Defendant (worker) will be presented briefly with only the important points as follows:

1) That the Counterclaim Defendant (PT. RAS) failed to comply with the regulations established by the government, specifically Article 153 paragraph (1) point a of Law Number 13 of 2003 concerning Manpower, which provides that "Employers are prohibited from terminating the employment of workers or laborers on the grounds of their inability to attend work due to illness, as certified by a medical statement, for a period not exceeding twelve (12) consecutive months.";
2) That the Counterclaim Defendant (PT. RAS) has not fulfilled its obligation to pay or deposit BPJS Employment contributions since January 2019, the Counterclaim Defendant's actions constitute a violation of the law;
3) That the Counterclaim Defendant (PT. RAS) did not pay the Counterclaim Plaintiff's (worker) wages while he was sick, this clearly violates the provisions of Article 93 paragraph (2) letter a of

Law Number 13 of 2003 concerning Employment which states "Employers are obliged to pay wages if workers/laborers are sick and therefore unable to carry out their work";

4) That based on the brief description above, the Counterclaimant (worker) is requesting his rights which have not been granted, such as the right to incentives, unpaid wages, long service award money, process wages, compensation for non-deposit of JHT money, the details of which will be in the attachment;
5) That the author in this point briefly writes the number of rights requested by the Defendant (employee), namely:
   - Incentives for January – May 2021 amounting to Rp. 8,041,100.00;
   - Wages from July 2021 to February 2022 amounting to IDR 24,000,000.00 (twenty four million rupiah);
   - Severance pay of Rp. 27,000,000.00 (twenty seven million rupiah);
   - Long service bonus of Rp. 12,000,000.00 (twelve million rupiah);
   - The process fee from the time the lawsuit was filed until the decision became final is Rp. 18,000,000.00 (eighteen million rupiah);
   - Compensation for JHT that was not deposited from January 2019 to February 2022 amounting to IDR 3,900,000.00 (three million nine hundred thousand rupiah).

After the trial process was carried out, a decision was issued by the Industrial Relations Court. In the first instance decision, the industrial relations court at the Pekanbaru District Court tried the following:

- In Convention
  1) In the Main Matter
     - Rejecting the Plaintiff's (PT. RAS) claim in its entirety;
- In Reconvention
  1) Granting the counterclaim of the Reconvention Plaintiff/Convention Defendant (Employee) for a part;
  2) Declaring the termination of the employment relationship between the Reconvention Plaintiff/Convention Defendant (Employee) and the Reconvention Defendant/Convention Plaintiff (PT. RAS) based on this decision since the decision was pronounced;
  3) Punish the Reconvention Defendant/Convention Plaintiff (PT. RAS) to pay the rights of the Reconvention Plaintiff/Convention Defendant (Employee) in the form of severance pay and work time appreciation money totaling Rp. 39.000.000,00 (thirty nine million);
  4) Punish the Reconvention Defendant/Convention Plaintiff (PT. RAS) to pay process wages to the Reconvention Plaintiff/Convention Defendant (Employee) amounting to Rp. 18,000,000.00 (eighteen million rupiah).

In its legal considerations, the court rejected the Plaintiff's (PT. RAS) petition, which asserted that the termination of employment between the Plaintiff and the Defendant was lawful on the grounds that the Defendant had been absent for five (5) consecutive working days and was deemed to have voluntarily resigned in accordance with Article 154A paragraph (1) point j of Law Number 11 of 2020 concerning Job Creation in conjunction with Article 51 of Government Regulation of the Republic of Indonesia Number 35 of 2021 concerning Fixed-Term Employment Agreements, Outsourcing, Working Hours and Rest Periods, and Termination of Employment.

Based on the author's analysis, it is seen that the Honorable Judges of the industrial relations court at the Pekanbaru state court who examine and adjudicate industrial relations disputes between the Plaintiff (PT. RAS) and the Defendant (employee) are more confident about the arguments, evidence, and witnesses submitted by the Defendant (employee). So that the Honorable the Judicial Council is convinced that the Defendant (employee) cannot go to work is true because of the illness he is experiencing, it is not an intentional act by the Defendant (employee) in order not to come to work and the Honorable the Judicial Council is also convinced that the Defendant (employee) is in a state of illness but still informs the Plaintiff's company (PT. RAS) through his superiors so that the Plaintiff (PT. RAS) should not terminate the employment relationship with the employee who is in fact ill which makes the employee unable to come to work.

b) Supreme Court Cassation Decision Number 2 k/Pdt.Sus-PHI/2023 regarding the lawsuit regarding termination of employment (PHK) between the Plaintiff (PT. Riau Abdi Sentosa) against the Defendant (Worker) Ahmad Effendi.

That regarding the cassation memorandum filed by the Plaintiff (PT. RAS) on June 14, 2022 and the counter cassation memorandum dated July 8, 2022 in connection with the Judex Facti considerations, in this case the Industrial Relations Court at the Pekanbaru District Court was not wrong in applying the law with the following considerations:

- That the Defendant's employment relationship was terminated by the Plaintiff (PT. RAS) with the qualification of resignation, whereas the Defendant (worker) was not proven to have resigned;
- That the Defendant (worker) was proven to have not come to work since May 31, 2021 and it turned out that the Defendant's (worker's) absence from the company was because the Defendant had returned to Medan;
- That the Applicant's objection arguments regarding efforts to break the chain of Covid-19 and other arguments are groundless and cannot be considered at the cassation level;

That nevertheless, the Supreme Court needs to improve the considerations

and decisions of the Judex Facti as follows:

- The Defendant (worker) was proven to have been absent since May 31, 2021 and the Defendant's (worker's) argument that he had submitted permission verbally was denied by the Plaintiff (PT. RAS) and the argument for permission verbally was also not accompanied by evidence/witnesses;
- The Defendant's (worker) argument was that he had been ill and had been hospitalized since June 3, 2021 (see evidence T-3);
- Since it was established that the Defendant (worker) had been absent from work as of 31 May 2021, and was therefore proven to have violated the Company Regulations, the termination of the employment relationship was justified on the grounds that it resulted from the Defendant's breach. Accordingly, the entitlements of the Defendant (worker) shall be determined in accordance with the provisions of Article 52 paragraph (1) of Government Regulation of the Republic of Indonesia Number 35 of 2021 concerning Fixed-Term Employment Agreements, Outsourcing, Working Hours and Rest Periods, and Termination of Employment;
- The Defendant's rights due to termination of employment are:
    - Severance Pay 0.5 x 9 x Rp. 3,000,000,- = Rp. 13,500,000.00
    - PMK money 4 x Rp. 3,000,000,- = Rp. 12,000,000.00
    - Total= Rp. 25,500,000.00 (twenty five million five hundred thousand rupiah)
- Because the dispute began with the Defendant's (worker) actions of being absent and it was proven that the Defendant was no longer coming in and working, it is fair and just that the Defendant is not entitled to any process wages (principle of no work no pay).

Based on the description above, between the first instance decision Number 8/Pdt.Sus-PHI/2022/PN Pbr and the cassation decision Number 2 K/Pdt.Sus-PHI/2023, the author is of the opinion that there are several points that make the two decisions on this case have different results, so the author analyzes "That in the first instance decision, it was assessed that the reason the worker was unable to attend work at the company was true because of illness based on a doctor's certificate and evidence of a request for leave by the worker to his superior. Meanwhile, the cassation level decision of the judge assessed that the worker was proven to have been absent since May 31, 2021, this was because the worker's sick certificate stating that he was being treated in hospital was since June 3, 2021 (vide evidence T-3). Because there was a time difference from May 31, 2021 to June 3, 2021, so the element of the worker having violated the Company Regulations was fulfilled."

4. Conclusion

Based on the results of the research and discussion as outlined above, it can be concluded that the first principal issue concerns the legal protection afforded to workers who are victims of termination of employment (PHK) at PT. Riau Abdi Sentosa (a study of Cassation Decision No. 2 K/Pdt.Sus-PHI/2023 in conjunction with District Court Decision No. 8/Pdt.Sus-PHI/2022/PN Pbr). Workers are granted protection under Law Number 13 of 2003 concerning Manpower, where Article 151 essentially provides that 'employers, workers, labor unions, and the government must make every effort to avoid termination of employment.' Furthermore, Article 156 paragraph (1) stipulates that 'in the event termination of employment occurs, the employer is obliged to pay the worker's entitlements, including severance pay, long service awards, and compensation for entitlements that should have been received.' Similar provisions are found in Article 156 of Law Number 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation as Law, which governs worker protection in cases of termination of employment (PHK).

On the second main issue regarding how to Settlement Disputes Against Workers Victims of Termination of Employment at PT. Riau Abdi Sentosa (Study of Cassation Decision Number 2 K/Pdt.Sus-PHI/2023 Jo PN Decision Number 8/Pdt.Sus-PHI/2022/PN Pbr) Based on PP Number 35 of 2021 concerning PKWT, Outsourcing, Working Hours and Rest Hours, and Termination of Employment. In the first instance decision, in essence, the Defendant (worker) received his rights totaling Rp. 57,000,000 (fifty-seven million rupiah). Furthermore, in the cassation level decision, in essence, His Honor, the Panel of Judges of the Supreme Court revised the first instance decision so that the Defendant (worker) received his rights reduced to Rp. 25,500,000 (twenty-five million five hundred rupiah). According to the author, "That the first level decision assessed that the reason the worker was unable to attend work at the company was true because of illness based on a doctor's certificate and evidence of a request for leave by the worker to his superior. While the cassation level decision, the judge assessed that the worker was proven to have been absent since May 31, 2021, this was because the worker's sick certificate stating that he was being treated in hospital was since June 3, 2021 (vide evidence T-3). Because there is a time difference from May 31, 2021 to June 3, 2021, so the element of the worker having violated the Company Regulations is fulfilled.

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