SYNTAX IDEA

JOURNAL SYNTAX IDEA
p–ISSN: 2723-4339 e-ISSN: 2548-1398
Vol. 6, No. 05, Mei 2024

JURIDICAL STUDY OF INDUSTRIAL RELATIONS DISPUTE RESOLUTION MECHANISM DUE TO UNILATERAL TERMINATION OF EMPLOYMENT BY PT. BISA GROUP

Muhammad Rizky Syamandiri
Universitas Tarumanagara, Indonesia
Email: Muhammad.205210149@Stu.Untar.ac.id

Abstract

Arrangements related to the settlement of current relationship disputes are no longer considered to be able to accommodate and regulate various developments that occur, because the rights of individual workers / workers have not been fulfilled and protected properly in industrial relations disputes, especially such as industrial relations disputes caused by unilateral termination of employment by the company, where workers must lose and give up their jobs without obtaining the rights that should be accepted by the worker, and this is not in accordance with what is and regulated in the Manpower Law, as happened in the case of unilateral termination of employment (layoff) of an employee by the company PT. Can Group. Therefore, the formulation of the problem in this study is how legal protection for workers / laborers due to unilateral termination of employment by a company, and the method used in this study is a normative legal research method.

Keywords: Termination of Employment (PHK), Industrial Relations Dispute Resolution, Labor Law

INTRODUCTION

National development, especially in the field of employment, is directed to the greatest extent for the prosperity and welfare of the working community (Roseland, 2000). Therefore, labor law must be able to guarantee legal certainty, the value of justice, the principle of expediency, order, protection and law enforcement. Along with development in the field of employment, it can be seen that some of the business actors in the world are trying to improve themselves after the economic and monetary crisis to wake up from a nightmare. Therefore, in an effort to overcome the global economic crisis, where the government together with the community, especially business actors are trying to stabilize the economy and maintain monetary balance and avoid bankruptcy, and all this is done with the aim of avoiding a termination of employment which mostly affects workers and workers (Benatar, Gill, & Bakker, 2013).

So that these problems do not recur and occur again, the government together with the community tries to create a fairly effective means in an effort to maintain continuity between

How to cite:	Muhammad Rizky Syamandiri (2024) Juridical Study of Industrial Relations Dispute Resolution Mechanism Due to Unilateral Termination of Employment By PT. Bisa Groupl, *06) 05,* https://doi.org/10.36418/syntax-idea.v3i6.1227
E-ISSN:	2684-883X
Published by:	Ridwan Institute

business actors and workers in labor relations, namely with the existence of labor law that regulates various rights, obligations and responsibilities of workers and business actors. In addition to these facilities, collective labor agreements (PKB), bipartite, tripartite, trade unions, employers' organizations, and mediation played by the government are manifestations of the existence of labor law.

Basically, labor law has the nature of protecting and creating a sense of security, peace, and prosperity by realizing social justice for all people. Labor law in providing protection must be based on two aspects, First, the law in an ideal perspective is embodied in legislation (heterotome) and law that is autonomous.

This legal realm must be able to reflect legal products that are in accordance with the ideals of justice and truth, certainty, and have beneficial values for the parties in the production process. Labor law does not only concern business actors, but pays attention to and provides protection to workers who socially have a very weak position, when compared to the position of entrepreneurs who are quite established.

The law provides benefits to the principle of social disparity and economic level for disadvantaged workers, such as welfare levels, wage standards and working conditions, as stipulated in laws and regulations and in line with the meaning of justice according to the provisions of Article 27 paragraph 2 of the 1945 Constitution, that: "Every citizen has the right to work and a decent living for humanity" (Usman, 2020).

Similarly, the provisions of Article 28 D paragraph (2) of the 1945 Constitution, that: "Everyone has the right to work and to receive fair and decent remuneration and treatment in employment relations"; Second, normative law at the implementation level contributes in the form of supervision through law enforcement officials and carrying out enforcement against parties who do not comply with legal provisions.

Labor law (Law No. 13 of 2003) is established as a legal umbrella in the field of industrial relations and is engineered to maintain order, as well as social control, mainly providing a basis for rights for production actors (goods and services) hereinafter referred to as workers and this is stated in the provisions of Article 102 (2) of the Law. No. 13 of 2003.

In essence, workers in carrying out industrial relations are obliged to carry out work for the continuity of production, advancing the company, and on the other hand receiving rights as appreciation in carrying out their duties, in addition to carrying out other functions, through trade unions to fight for the welfare of members and their families while maintaining order and continuity of production of goods and / or services and trying to develop skills and advance company (Singadimeja, Latipulhayat, & Singadimeja, 2019).

Where industrial relations itself according to Michael Solomon, what he named industrial relations itself involves a number of concepts, such as the concepts of justice and equality, power and authority, individualism and collectivity, rights and obligations, and integrity and trust. According to Tams Jayakusuma, stated that relationships are a certain activity that has consequences for other activities. Meanwhile, according to Suwanto, in the understanding stated industrial relations are defined as a system of relationships formed between actors in the production process of goods.

Meanwhile, industrial relations according to Law No. 13 of 2003 states that industrial relations are a system of relationships formed between actors in the production process of goods and / or services consisting of elements of entrepreneurs, workers / laborers, and the government based on the values of Pancasila and the Constitution of the Republic of Indonesia Year 1945 (Weiss, 2023).

So it can be concluded that industrial relations are relationships between all parties related or interested in the production process or service in a company. The industrial relations must be created in such a way as to be safe, harmonious, harmonious and in line, so that the company can continue to increase its productivity to improve the welfare of all parties related or interested in the company. According to Article 102 of the Manpower Law Number 13 of 2003, there are three functions of industrial relations, namely:

a) The government has the function of setting policies, providing services, carrying out supervision, and taking action against violations of labor laws and regulations
b) Workers / workers and trade unions / trade unions have the function of carrying out work in accordance with their obligations, maintaining order for the continuity of production, channeling aspirations democratically, developing their skills and expertise and participating in advancing the company and fighting for the welfare of members and their families
c) Employers and their employers' organizations have the function of creating partnerships, developing businesses, expanding employment, and providing workers' welfare in an open, democratic, and fair manner.

Industrial relations is the relationship between workers and employers in everyday work. Therefore, it is a continuous relationship, The scope of industrial relations includes:

a) The relationship between employees, between employees and their superiors or managers.
b) The collective relationship between trade unions and management. This is called the union-management relationship.
c) Collective relations between trade unions, employers' associations and the government

Scott, Clothier and Spiegel say that industrial relations must achieve maximum individual development, desirable working relationships between management and employees effective human resources. They have also affirmed that neither industrial relations nor personnel administration is primarily concerned with all the functions that effectively connect man with his environment. Thus, the scope of industrial relations seems to be very broad.

These include establishing and maintaining good personnel relations in the industry, ensuring the development of the workforce, establishing closer contacts between people related to the industry and between management and workers, creating a sense of belonging in the minds of management, creating mutual affection, responsibility and mutual respect, stimulating production as well as industrial and economic development, establishing a good and peaceful industrial climate and ultimately maximizing social welfare.

Industry can be defined as a cooperative effort under the direction of management to secure effective coordination of people, materials, and machines and money. The goal of good industrial relations should be the development and progress of industry; through democratic methods, stability, total welfare and happiness of workers; and industrial peace. Industrial

peace is the fruit of good industrial relations. It is a harmonious atmosphere where there are no "inquilabs", no strikes and no industrial disputes (Kouwagam, 2020).

Regional prejudice, provincialism and tribalism have no place where good industrial relations prevail. The main objective of industrial relations is to realize a good and healthy relationship between two partners in the industry, namely management and labor. According to Kirkaldy, it lists the following four industrial relations objectives:

1) Improve the economic conditions of workers in the existing state of industrial management and political government;
2) Industrial control by the State to regulate production and industrial relations;
3) Socialization or nationalization of industry by making the state an employer; and
4) Handing over ownership of industry to workers

Disputes that occur in the company environment are known as labor disputes or industrial relations disputes. Historically, labor disputes were conflicts between employers or employers' associations and trade unions or trade union combinations due to the absence of a consensus of understanding about labor relations, working conditions and/or labor conditions (Article 1 paragraph (1) letter c of Law No. 22 of 1957). Based on the Decree of the Minister of Manpower Number-Kep 15.A / Men / 1994 the term labor dispute was changed to industrial relations dispute.

According to Article 1 number 22 of Law Number 13 of 2003 jo Law Number 2 of 2004 Article 1 point 1, "Industrial relations disputes are differences of opinion that result in conflicts between employers or combinations of employers and workers / workers or trade unions / trade unions due to disputes over rights, disputes of interest, and disputes over termination of employment as well as disputes between trade unions / trade unions in only one company".

Based on Article 2 of Law Number 2 of 2004 concerning Settlement of Industrial Relations Disputes, there are 4 types of industrial relations disputes, namely:

a) Disputes regarding rights Rights disputes are disputes arising from non-fulfillment of rights, due to differences in implementation or interpretation of the provisions of laws and regulations, work agreements, company regulations, or collective labor agreements.
b) Conflict of interest, Conflict of interest is a dispute that arises in an employment relationship due to the absence of conformity of opinion regarding the making, and/or change of terms of employment stipulated in the employment agreement, or company regulations, or collective labor agreement.
c) Termination of employment is defined as termination of employment due to a certain thing that results in the end of rights and obligations between workers / workers and employers.
d) Disputes between trade unions / trade unions in one company. Disputes between trade unions / trade unions are disputes between trade unions / trade unions and trade unions / unions, other workers in only one company, because there is no agreement on understanding of membership, implementation of rights, and obligations of trade unions.

The increase in industrial relations disputes is usually caused by the existence of a company that tends to only pursue profits *(provit motive)* so that it does not pay attention to workers' rights. In industrial relations, entrepreneurs have a decisive position so that they are

often used as a tool to advance their interests. The rise of outsourcing and continuous extension of employment contracts is a real phenomenon in today's labor problems.

Workers usually have a weak position, both skills and knowledge of their rights are used as a disguised reason to pressure workers. Therefore, it is usually workers who will be harmed by these conditions. Workers will also feel resigned and powerless to fight against the employer. This is due to workers' lack of knowledge of labor laws such as *outsourcing* regulations, dispute resolution procedures, and others.

One of the disputes that occurred in this industrial relationship, where there was a unilateral termination of employment (layoff) by the company PT. Can Group. Where this case began with a worker / employee named Andry, and Andry himself was an employee of the company PT. Bisa Group which is an *Outsorching* company, where the Andry company puts Andry in one of the food and restaurant companies in the city of Medan called *Restaurant Beauty In The Pot Medan* as a Cook 3.

The incident occurred on March 16, 2024, where at that time at Andry's workplace, Andry found leftover rice at the place where he worked then, he took the initiative to cook the leftover rice into fried rice and eat it together with 4 other colleagues at the place where he worked, all because Andry and his colleague felt hungry. Then this was known by Cook 1 (superior) and reported it to the Supervisor with the initials DG who oversaw them.

Then on March 18, 2024, the Supervisor with the initials DG called Andry about the actions he took on March 16, Andry also admitted the act, at that time the Supervisor said that Andry said goodbye to his colleagues where he worked and tomorrow he would no longer work at the restaurant (layoff).

After being laid off on March 19, 2024, Andry was called to the office of PT. Can Group to face HRD, in the meeting Andry was asked to make a resignation letter & sign it. But Andry did not want to sign the letter and the HRD was angry with Andry and then tore the letter, then the HRD uttered words that were considered unkind, where he said "if you want to continue to Disnaker please, at most you are embarrassed". therefore PT. It can be alleged that the Group has unilaterally terminated Andry without the existence of appropriate and correct legal processes and mechanisms, then the stipulwa has been reported to the LBH Medan.

RESEACRH METHOD

The research method we use is: Normative Legal Research, according to Peter Mahmud Marzuki called normative legal research, is a legal research process that examines by using various library materials or secondary data sources, which are used and aim to find a rule of law, legal principles, and legal doctrines that are useful to answer the legal issues faced (Marzuki & Sh, 2020)

Meanwhile, according to Soerjono Soekanto, what is meant by Normative Legal Research is a method that uses normative case studies by reviewing document studies, using various secondary data such as laws and regulations, court decisions, legal theories, and can be in the form of scholars' opinions (Martin & Fargo, 2014)

RESULT AND DISCUSSION

Definition of Termination of Employment (PHK) and legal protection for workers / workers due to unilateral termination of employment

The termination of employment for workers / laborers is the beginning of all termination. Termination of having a job, termination of paying for daily necessities for himself and his family, termination of the ability to send children to school, and so on (Soepomo, 1987)

One of the basic principles of employment relations is to create harmonious and fair working relationships accompanied by adequate social security protection that can ensure the continuity of work and business. Harmonization of labor relations is the basic capital to create good productivity on an ongoing basis (Scharnell & Sabol, 2022).

For workers or workers, termination of employment (PHK) is the beginning of loss of livelihood, meaning workers or workers lose their jobs as well as their income. Therefore, the term layoff is a fear for workers because they and their families are threatened by their survival and suffer the consequences of the layoff. Given the facts in the field, finding a job is not as easy as imagined.

So what he named Termination of employment is a condition where the end of an employment relationship between employees and agencies, meaning that employees are no longer working after the issuance of a termination letter and are no longer employed as employees or in other words, what is meant by termination of employment is a condition where employees are dismissed or no longer work from the agency because the employment relationship between employees and agencies is broken, or the contract period is not renewed again.

Meanwhile, according to Law No. 13 of 2003 concerning employment, where termination of employment is defined as termination of employment relations due to certain things that result in the end of rights and obligations between workers / workers and employers.

The reasons for termination of employment from oneself are: (1) a request for resignation of a submission given directly by the employee personally, with the reason to find a better and more profitable agency; (2) the reason for entering retirement age, the employee will stop working in accordance with the age policy set by the agency; (3) dismissed for negligence, the presence of employees who commit fraud such as fraud and theft; (4) poor health; (5) to continue education; and (6) want to be self-employed.

And the provisions regarding termination of employment itself are clearly regulated in law number 13 of 2003 concerning Manpower which includes termination of employment that occurs in business entities that are legal entities or not, owned by individuals, owned by partnerships or owned by legal entities, both private and state-owned, as well as social enterprises and other businesses that have managers and employ others by paying wages or other forms of rewards (Bachriar, 2019).

According to Article 151, employers, workers, trade unions, and the government, with all efforts must try not to terminate employment. In the event that all efforts have been made, but termination of employment cannot be avoided, then the purpose of termination of employment must be negotiated by employers and trade unions / trade unions or with workers / workers if the workers / workers concerned are not members of trade unions / trade unions. In the event that all efforts have been made, but termination of employment cannot be avoided, then the purpose of termination of employment must be negotiated by employers and trade unions / trade unions or with workers / workers if the workers / workers concerned are not members of trade unions / trade unions (Ramadhan, Kamal, & Mamonto, 2021).

Furthermore, in Article 152, it is stated that applications for termination of employment can be made by making a written application accompanied by reasons and bases to the industrial relations dispute resolution agency. The industrial relations dispute resolution agency accepts and assigns an appointment to the application. If the Termination of Employment is carried out without passing a determination, it is null and void.

Article 153 of Law Number 13 of 2003 stipulates that employers / employers cannot terminate employment for the following reasons:

a) Workers who are sick according to a doctor's statement for no more than 12 months continuously,
b) Workers are fulfilling obligations to the state.
c) Workers practice worship according to their religion.
d) Married workers
e) Female workers who become pregnant, give birth, abort or breastfeed babies.
f) Employees have marital ties or blood relations with other employees in one company unless mentioned in company regulations.
g) Workers carry out trade union-related activities outside of working hours.
h) Differences in understanding, religion, political current, ethnicity, color, class, gender, physical condition or marital status.
i) Workers are sick or permanently disabled as a result of work accidents

If the termination of employment is carried out for the above reasons, the employer is obliged to re-hire. However, in the event of termination of employment, employers are required to pay severance pay and/or service award money and compensation money that should be received.

However, in Andry's case, where there has been a unilateral termination of employment (layoff) by PT. Can Group, without being given rights in the form of severance pay that should be received by Andry, and where from these actions it can be seen that PT. The Group may be considered to have violated Article 28D paragraphs (1) &; (2) of the 1945 Constitution which states "(1) Everyone has the right to recognition, guarantee, protection, and fair legal certainty and equal treatment before the law. (2) Everyone has the right to work and to fair and proper remuneration and treatment in employment relations".

then Article 17 of Law No. 39 of 1999 concerning Human Rights which states "Everyone, without discrimination, has the right to obtain justice by filing applications, complaints, and lawsuits, both in criminal, civil, and administrative cases and to be tried

through a free and impartial judicial process, in accordance with the procedural law that guarantees objective examination by honest and fair judges to obtain a fair and correct verdict".

Then Article 161 Paragraphs (1) and (2) of Law Number 13 of 2003 concerning Manpower which contains "In the event that workers / workers violate the provisions stipulated in the work agreement, company regulations or collective labor agreement, employers can terminate employment, after the workers / workers concerned are given the first, second, and third warning letters consecutively".

As well as Article 151, Employers, workers / workers, trade unions / trade unions, and the government, with all efforts must try not to terminate employment. In the event that all efforts have been made, but termination of employment cannot be avoided, then the purpose of termination of employment must be negotiated by employers and trade unions / trade unions or with workers / workers if the workers / workers concerned are not members of the trade union / trade union".

And sadly, the wages received by Andry when working are not in accordance with the Governor's Decree numbered: 188.44/998/KPTS/2023 that the 2024 Medan UMK is Rp. 3,769,082. However, Andry only gets a monthly wage of Rp. 3,085,000 (Less Wage), this is proven by salary slips. And this is also very contrary to the provisions in article 156 paragraph (1) of Law Number 13 of 2003, where employers should be required to pay severance pay and / or service award money and compensation money that should be received by workers.

In the case of unilateral termination of employment that has been carried out by PT. This is clearly also very contrary to Law No. 13 of 2003 concerning employment, especially in the provisions of Article 151 of Law No. 13 of 2003, which says "that employers, workers/laborers, trade unions/trade unions, and the government, with all efforts must strive to avoid termination of employment (PHK).

In the event that all efforts have been made, but termination of employment cannot be avoided, then the purpose of termination of employment must be negotiated by employers and trade unions / trade unions or with workers / workers if the workers / workers concerned are not members of the trade union / trade union".

So in that article it has been explained that if there is a termination of employment, then the termination of employment must be negotiated first between the employer or trade union / trade union and workers / workers, not a unilateral termination of employment by the company.

Where the actions taken by PT. The Group may be subject to imprisonment for a minimum of 1 (one) year and a maximum of 4 (four) years and/or a fine of at least IDR 100,000,000.00 (one hundred million rupiah) and a maximum of IDR 400,000,000.00 (four hundred million rupiah). And these provisions have been regulated in Article 185 Paragraph (1) of Law No. 13 of 2003.

Industrial Relations Dispute Resolution

The settlement of Industrial Relations Disputes has been regulated in Article 136 of Law Number 13 of 2003, which is explained as follows:

1) In principle, the settlement of industrial relations disputes must be carried out by employers and workers / workers or trade unions / trade unions by deliberation for consensus.
2) In the event that a deliberative settlement for consensus as referred to in paragraph (1) is not reached, then employers and workers / workers or trade unions / trade unions resolve industrial relations disputes through industrial relations dispute resolution procedures regulated by law.

And regarding the mechanism for resolving Industrial Relations Disputes itself, in general, it has been regulated in Law Number 2 of 2004. This Law contains Settlement of Industrial Relations Disputes Outside the Court and Settlement of Industrial Relations Disputes through the Courts. Where if a dispute occurs, the first step taken is to use dispute resolution outside the court, which means resolving without going through the process of proceeding in court. Then, if it cannot be resolved outside the court, the final step to decide the dispute is to settle it in court (Hanifah, 2024; Kesuma & Vijayantera, 2018).

Settlement of Industrial Relations Disputes Outside the Court is a mandatory thing that must be taken by the parties before the parties take a settlement through the Industrial Relations Court, where Industrial Relations Disputes Outside the Court prioritize deliberation for consensus (Pramono, 2020).

There are basically 4 types of settlement of industrial relations disputes outside the court, namely: settlement through bipartite negotiation, settlement through mediation, settlement through conciliation, settlement through arbitration. Settlement through bipartite negotiations

Every dispute that occurs in the company must be resolved bipartite between employers and workers / workers and / or with trade unions / trade unions. Bipartite negotiations are negotiations between workers / workers or trade unions / trade unions with employers to resolve industrial relations disputes. In a bipartite solution, it is necessary to make:

a) Minutes of the results of negotiations containing the full names and addresses of the parties, place and date of negotiations, the subject matter or reason for the dispute, the opinions of each party, the conclusion or results of the negotiations and the dates and signatures of the parties to the negotiations.
b) List of present talks.
c) Request and notice of negotiation from either party.
d) If a dispute settlement agreement is reached in bipartite negotiations, a Collective Agreement is made and should be registered by the parties at the Industrial Relations Court.
e) If bipartite settlement efforts are unsuccessful, then one or both parties to the dispute register their dispute case to the agency responsible for local Manpower equipped with evidence of bipartite settlement efforts that have been made.

Dispute resolution at the bipartite level can be declared not to reach agreement or fail if:

a) One party within 30 (thirty) working days has invited negotiations, but the other party does not respond or is not willing to negotiate.

b) Negotiations have been held in accordance with the agreed agenda and schedule, but the negotiating parties did not reach an agreement or some or all of the issues negotiated

Settlement through mediation

Mediation is a way of facilitating dialogue, dispute resolution through mediation is carried out by mediators located in each office of the agency responsible for employment. This is in accordance with Article 1 number 11 of Law Number 2 of 2004 which states that Industrial Relations Mediation, hereinafter referred to as mediation, is the settlement of rights disputes, interest disputes, termination disputes, and disputes between trade unions / trade unions in only one company through deliberation mediated by one or more neutral mediators (Hanifah, 2024).

Industrial Relations Mediator, hereinafter referred to as mediator, is an employee of a government agency responsible for labor who meets the requirements as a mediator determined by the Minister to be in charge of mediating and has the obligation to provide written advice to the disputing parties to resolve rights disputes, interest disputes, termination disputes, and disputes between trade unions / trade unions In just one company. And this has been clearly regulated in the Regulation of the Minister of Manpower of the Republic of Indonesia Number 17 of 2004 concerning the Appointment and Dismissal of Industrial Relations Mediators and Mediation Work Procedures. And regarding the provisions carried out by the mediator in the Industrial Relations Mediation process itself as follows:

a) The head of the agency responsible for Manpower orders/appoints a Mediator to resolve Industrial Relations Disputes.
b) The mediator has seven working days from receiving the dispute resolution delegation to conduct research or investigation on the sitting of the case. After the investigation, a mediation hearing shall be held no later than the eighth working day after the request is received.
c) The mediator has the right to call witnesses or expert witnesses when necessary
d) When a dispute settlement agreement is reached, the parties make and sign a Joint Agreement witnessed by the Mediator
e) If no agreement is reached by both parties, the mediator will make a written recommendation within ten days after the hearing. The parties must provide a written answer stating whether they accept or reject the advice within ten days of receiving it. No response is considered rejection.
f) If the parties accept the recommendation, within three working days of their receipt, the mediator shall assist the parties to draw up a Collective Agreement and register it in the Industrial Relations Court for a registration deed.
g) Produce Minutes of Settlement of Industrial Relations Disputes if the parties or one rejects the recommendation
h) The mediator must complete his or her duties within 30 days from the time they are asked to resolve the dispute.

The results of mediation consist of two forms, namely:

a) Successfully pushed the disputing parties to reach an agreement. The result is formulated in the Collective Agreement.
b) It did not succeed in pushing the disputing parties to reach an agreement. For this reason, the mediator compiles minutes of settlement efforts, as a report of accountability and as material for one of the disputing parties to proceed to file a lawsuit with the Industrial Relations Court.

1) Settlement through conciliation

Industrial Relations Conciliation hereinafter referred to as conciliation is the settlement of interest disputes, termination disputes or disputes between trade unions / trade unions in only one company through deliberations mediated by one or more neutral conciliators.

Industrial Relations Conciliator, hereinafter referred to as conciliator, is one or more who meets the requirements as a conciliator determined by the Minister, who is in charge of conciliation and must provide written advice to the disputing parties to resolve interest disputes, termination disputes or disputes between trade unions / trade unions in only one company.

2) Settlement by arbitration

Settlement by arbitration is the settlement of industrial relations disputes outside the Industrial Relations Court conducted by arbitrators. Industrial Relations Arbitrator hereinafter referred to as arbitrator is one or more selected by the disputing parties from the list of arbitrators established by the Minister to render an award on disputes of interest, and disputes between trade unions / trade unions in only one company submitted for resolution through arbitration whose award is binding on the parties and is final.

Industrial Relations Arbitration, hereinafter referred to as arbitration, is the resolution of a dispute of interest, and disputes between trade unions / trade unions in only one company, outside the Industrial Relations Court through the written agreement of the disputing parties to submit the dispute resolution to the arbitrator whose award is binding on the parties and is final.

Therefore, the problems experienced by andry can basically be resolved by going through the Industrial Relations Court or can also be resolved outside the Court by prioritizing deliberation to reach consensus, if there is a disagreement.

And as explained above, there are basically 4 types and ways of resolving industrial relations disputes outside the court, namely: settlement through bipartite negotiations, settlement through mediation, settlement through conciliation, settlement through arbitration.

But the first most appropriate way to resolve the case is by mediation, where mediation is a process in which to resolve industrial relations disputes carried out peacefully with the appointment of a mediator. According to the provisions of article 1 number 11 of Law Number 2 of 2004 which states that Industrial Relations Mediation, hereinafter referred to as mediation, is the settlement of rights disputes, interest disputes, termination disputes, and disputes between trade unions / trade unions in only one company through deliberation mediated by one or more neutral mediators.

So mediation here is a settlement of industrial relations disputes by facilitating dialogue and appointing a mediator to resolve industrial relations disputes.

And this is in accordance with the principle of Industrial Relations Dispute Settlement has been regulated in Article 136 of Law Number 13 of 2003, where in the settlement of industrial relations disputes must be carried out by employers and workers / workers or trade unions / trade unions by deliberation for consensus. If in the event that a deliberative settlement for consensus as referred to in paragraph (1) is not reached, then employers and workers / workers or trade unions / trade unions resolve industrial relations disputes through industrial relations dispute resolution procedures regulated by law.

And if the move does not succeed in encouraging the disputing parties to reach an agreement. For this reason, the mediator compiles minutes of settlement efforts, as a report of accountability and as material for one of the disputing parties to proceed to file a lawsuit with the Industrial Relations Court. And the Industrial Relations court itself is a special court located in the general judicial environment. In Law Number 2 of 2004 Article 56 it is stated that the Industrial Relations Court has the duty and authority to examine and decide:

1) in the first instance regarding rights disputes;
2) in the first and last instance regarding disputes of interest;
3) in the first instance regarding termination disputes;
4) at the first and last level regarding disputes between trade unions / trade unions in one company.

These are the steps that can be taken and used in resolving disputes and disputes in Industrial Relations, especially in Andy's case where he carried out a unilateral termination of employment at his workplace.

CONCLUSSION

Based on the background, and the discussion above, industrial relations disputes are an event where there are differences of opinion and conflict between employers or combinations of employers and workers / workers or trade unions / trade unions, due to disputes about rights, disputes of interest, disputes over termination of employment, and disputes between trade unions / trade unions in one company. As stipulated in Law Number 13 of 2003.

In this case, there has been a unilateral termination of employment (layoff) as a result of a worker named Andry eating leftover rice along with 4 other colleagues at his workplace. And as a result of that negligence, then Andry was expelled from the company without being given the rights in the form of severance pay to which Andry was entitled as a worker, not given by PT. Can Group. And this is considered to have violated and contradicted Article 28D paragraphs (1) &; (2) of the 1945 Constitution and violated the provisions of Law No. 13 of 2003. So that the actions taken by PT. The group can be included in the category of criminal acts..

BIBLIOGRAPHY

Bachriar, Rizal Anugrah. (2019). Outsourcing Agreement In The Perspective Of Pancasila Industrial Relations. *Jurnal Daulat Hukum*, *2*(3), 307–314.

Benatar, Solomon R., Gill, Stephen, & Bakker, Isabella. (2013). Global health and the global economic crisis. In *Health and human rights in a changing world* (pp. 487–500). Routledge.

Hanifah, Ida. (2024). Non-Litigation Dispute Resolution Based on Labor Law in Indonesia. *De Lega Lata: Jurnal Ilmu Hukum*, *9*(1), 55–64.

Kesuma, I. Nyoman Jaya, & Vijayantera, I. Wayan Agus. (2018). Mediasi Hubungan Industrial Sebagai Upaya Alternatif Penyelesaian Perselisihan Hubungan Industrial. *Jurnal Advokasi*, *8*(1).

Kouwagam, Santy U. (2020). How lawyers win land conflicts for corporations: Legal Strategy and its influence on the Rule of Law in Indonesia. *PhD Diss. Leiden: Leiden University*.

Martin, Jason A., & Fargo, Anthony L. (2014). Anonymity as a legal right: Where and why it matters. *NCJL & Tech.*, *16*, 311.

Marzuki, Peter Mahmud, & Sh, M. S. (2020). *Teori Hukum*. Prenada Media.

Pramono, Agus. (2020). Settlement of Industrial Relations Disputes and Termination of Work Relations according to the Applicable Legislation. *Walisongo Law Review (Walrev)*, *2*(2), 169–194.

Ramadhan, Muhammad Rizky, Kamal, Muhammad, & Mamonto, Mochammad Andry Wardhana Wikra. (2021). Omnibus Law in Indonesia: Legal Protection of Workers in Employment Contracts. *Golden Ratio of Law and Social Policy Review*, *1*(1), 7–16.

Roseland, Mark. (2000). Sustainable community development: integrating environmental, economic, and social objectives. *Progress in Planning*, *54*(2), 73–132.

Scharnell, Lennart, & Sabol, Stuart. (2022). *Practical Dispute Resolution: A Case Study*. Springer Nature.

Singadimeja, Holyness, Latipulhayat, Atip, & Singadimeja, M. Nurdin. (2019). Freedom of Association Implementation through Legal Protection for Worker Union in Response to Anti-Union Actions by Employers. *Padjadjaran Jurnal Ilmu Hukum (Journal of Law)*, *6*(3), 533–555.

Soepomo, Imam. (1987). *Labor Law in the Field of Employment Relations*. Jakarta: Djambat.

Usman, Anwar. (2020). The Role of Indonesian Constitutional Court in Strengthening Welfare State and the Rule of Law. *Lex Publica*, *7*(1), 11–27.

Weiss, Manfred. (2023). *Labour law and industrial relations in Germany*.

Copyright holder:
Muhammad Rizky Syamandiri (2024)

First publication right:
Syntax Idea

This article is licensed under: