

Legal Protection for Workers That Have Been Terminated Without Agreement

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Abstract

Manpower has an important role in the implementation of national development as actors and targets of national development based on Pancasila and the 1945 Constitution of the Republic of Indonesia. Employment relationship is the relationship between workers and employers that occurs after a work agreement has elements of work, wages and orders. Thus, the employment relationship occurs because of a work agreement between the entrepreneur and the worker, where the work agreement can be made in writing or verbally, including a Work Agreement for a Specified Time (PKWT) and a Work Agreement for an Indefinite Time (PKWTT). Workers are workers who work in an employment relationship with employers by receiving wages. In Law Number 13 of 2003 concerning Manpower Article 51 it is stated that the employment agreement is made in writing or verbally. However, in reality there are many companies that do not comply with the provisions of the Manpower Act, workers who work without a work agreement under the Manpower Act will turn into PKWTT workers (permanent workers) for which the company is obliged to make a letter of appointment for the worker concerned. As a result of layoffs, workers will automatically lose their jobs which are a source of livelihood for them and their families. After being laid off to get their rights to employers is not easy and there is almost no legal effort for workers to refuse the layoffs, therefore workers who are laid off without an employment agreement must get legal protection so that their rights and obligations are fulfilled.

Keywords

interactive media; macromedia
flash; mathematical critical
thinking ability



I. Introduction

Modern life, which is marked by progress in various fields, has an impact, one of which is the increasing diversity of human needs. Every human being always needs money to fulfill his life needs, so someone needs to work either the work he does himself or work for someone else. Manpower has an important role in the implementation of national development as actors and targets of national development based on Pancasila and the 1945 Constitution of the Republic of Indonesia. The state seeks to regulate relations between individuals or between persons and legal entities. One of the rules made is the rules that regulate a person's relationship in the world of work. Legal protection for workers is the fulfillment of basic rights inherent and protected by the constitution as stated in Article 28 D paragraph (2) of the 1945 Constitution of the Republic of Indonesia that everyone has the right to work and receive fair and proper compensation and treatment in relation to work.

Therefore, workers need to be given protection, maintenance, and improvement of welfare in order to increase national productivity. Protection of workers is intended to

guarantee the rights of workers and ensure equality and treatment without discrimination so that there is no arbitrariness against workers and there is no discrimination. The legislation related to the protection for workers is Law No. 13 of 2003 concerning Manpower.

Employment relationship is a relationship between workers and employers that occurs after a work agreement has elements of work, wages and orders, thus the employment relationship occurs because of a work agreement between the entrepreneur and the worker, where the work agreement can be made in writing or verbally among others, a Work Agreement for a Certain Time (PKWT) and a Work Agreement for an Indefinite Time (PKWTT). The PKWT must be made in writing using Indonesian and Latin letters, but if the PKWT is made unwritten, the work agreement becomes a PKWTT.

Work agreements are very important for workers and employers because with a work agreement workers can know their rights and obligations while working under the employer's orders, in addition to the existence of a work agreement will create a conducive relationship for all workers, the company will focus more on developing new technology, workers will have a more productive and motivated performance because all the rules are carried out properly according to what is written in the work agreement. Satisfaction with the rights received by workers will trigger loyalty to the company and can maintain the assets owned by the company so that disputes between workers and employers do not occur, with the existence of a work agreement it can be beneficial for the business world which will generate confidence for foreign investors.

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

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

Termination of employment may occur at the will of the employer, at the request of the worker, or by law due to a court decision. Employers, workers including trade unions and the government make every effort to avoid termination of employment. Termination of employment is an event that is not expected to occur, especially for workers, because the termination of employment will have a psychological, financial and economic impact on workers and their families.

Termination of employment for workers is the beginning of all endings. Termination of having a job, termination of financing the needs of daily life for himself and his family, termination of the ability to send children to school and so on[5]. Therefore, the parties involved in industrial relations such as employers, workers, and the government makes every effort to prevent termination of employment.

Termination of employment may occur at the initiative of the employer or the employee. However, in reality, termination of employment is more frequent on the initiative of the employer, sometimes employers are arbitrary in carrying out termination of employment, and sometimes a system of termination of employment becomes a game for

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

II. Research Methods

2.1. Research Type

The type of research that the author uses is normative research or also called library research, namely legal research conducted based on norms and rules and regulations, especially those related to the Manpower Act. The nature of the research that the author uses is descriptive analytical research, namely research that describes general principles.

2.2. Approach the approach

Method Method used in this paper is through a legal approach (Statute Approach) and a conceptual approach (Conceptual Approach).

Approach to the law (Statute Approach) is the approach taken to examine all laws and regulations relevant to the issues (legal issues) facing [8]. For example, this approach to legislation is carried out by studying the consistency/compatibility between the Constitution and the Law, or between one law and another, and so on.

III. Result and Discussion

3.1. Agreement Employment

Relationship is a legal relationship that occurs between two legal subjects regarding a job in which there are rights and obligations of each party.

In Article 1 point 15 of Law Number 13 of 2003 concerning Manpower, it is stated that an employment relationship is a relationship between a worker/labor entrepreneur based on a work agreement which has elements of work, wages and orders.

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

3.2. Sources of Employment Law Legal

Sources are basically everything that can lead to rules that have coercive power, namely rules which if violated result in strict and real sanctions.

There are two kinds of legal sources, namely material and formal sources of law. Sources of law referred to in labor law are formal legal sources. Sources of employment law include:

a. Laws

Relating to manpower includes:

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

b. Habits

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

c. Decisions of Government Officials or Entities

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

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3.3. Employment Agreement

a. Work Agreement According to Burgerlijk (BW)

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

In the world of work, employees are required to have high work effectiveness. Organizational effectiveness is usually interpreted as the success achieved by an organization in its efforts to achieve predetermined goals. As the opinion of (Gibson, James L. 2006) saying that the effectiveness is "the achievement of goals set by cooperative effort". Clearly,

if the target or goal has been achieved as it is planned before, it is called effective. Thus, if the target or goal is not completed within the allotted time, the work is not effective. The success and failure of an organization to achieve its intended goals depends on the ability of employees to carry out their duties and responsibilities for the assigned tasks to them. If the work results are in accordance with what has been determined, the situation can be said to be effective. (Kuswati, Y. 2019)

b. Employment Agreement According to the Manpower Act

Article 1 number 14 of Law Number 13 of 2003 concerning Manpower defines the meaning of a work agreement as an agreement between workers and employers or employers that contains the terms of work, rights and obligations of the parties. The employment agreement must contain provisions relating to the employment relationship, namely, the rights and obligations of the worker and the rights and obligations of the entrepreneur.

Subekti provides an understanding of a work agreement, namely an agreement between a worker and an employer, which is marked by the characteristics of the existence of a certain wage or salary that is agreed upon and by the existence of a relationship at the top (dierstverhanding) compensation which is a relationship based on one party (the employer) has the right to provide orders that must be obeyed by the other party (labor).

c. Form of Work Agreement the Manpower

Act states that a work agreement is made in writing or orally (article 51 paragraph (1)). A written work agreement must be in accordance with the provisions of the law, especially regarding the law of work agreements.

Based on the term of the agreement, the work agreement can be divided into:

1. Certain Time Work Agreements (PKWT)

Work agreements are regulated in articles 56 to 60 of Law Number 13 of 2003 concerning Manpower. Article 59 paragraph (1) states that a certain time work agreement (PKWT) is a work agreement between a worker/laborer and an entrepreneur which is only made for certain jobs, according to the type and nature or the work activities will be completed within a certain time. In the world of work, workers who enter into work agreements for a certain time are usually called contract workers/contract employees whose types and nature are summarized in the following provisions:

- a. The working relationship between the entrepreneur and the worker is stated in a Specific Time Work Agreement
- b. The agreement must be in written form
- c. Workers are employed by the company for a certain period of time only, a maximum of 2 years, with 1 extension of a maximum of 1 year which can be renewed once for 2 years with a break of 1 month.
- d. The company cannot require a trial period
- e. The work activities will be completed within a certain time, namely: work that is once completed or temporary in nature, work that is estimated to be completed in a not too long time and no later than three years, seasonal work, work related to new products, new activities, or additional products that are still in the trial period.
- f. If one of the parties terminates the employment relationship before the end of the term of the agreement, or the termination of the employment relationship is not due to a violation of the agreed terms, the party terminating the employment relationship is required to pay compensation equal to the employee's wages until the expiration of the term of the employment agreement.

2. Indefinite Time Work Agreement (PKWTT)

From the provisions in the PKWT above, if there is a conflict, the PKWT can legally change to a PKWTT. In the world of work, the status of workers with an Indefinite Work Agreement is a permanent employee whose type and nature are summarized in the following provisions:

- a. The Employment Relationship between the Employer and the worker is stated in an Indefinite Work Agreement
- b. The agreement is written or oral, provided that if the agreement is verbal, the company is obliged to make a Decision Letter (SK) of Appointment
- c. There is no length of time working
- d. Companies may require a maximum trial period of 3 months
- e. If the termination of employment is not due to a serious violation or the employee resigns, the employee will still receive severance pay, service award money (for employees who have worked at least 3 years) and compensation for entitlements in accordance with applicable laws.

Employment agreements are very important for both workers and employers. Normatively, a work agreement in written form guarantees the rights and obligations of the parties so that if a dispute occurs, it will assist the evidentiary process.

3.4. Company Regulations

Initially, company regulations were regulated in Article 1601 j to Article 1601 m Book III of the Civil Code (BW). Company regulations according to Article 1 number 20 of Law Number 13 of 2003 concerning Manpower are regulations made in writing by employers that contain working conditions and company rules and regulations. Regulation of the Minister of Manpower, Transmigration and Cooperatives Number 02/MEN/1976 states that: a company regulation is a regulation made by the head of a company that contains provisions on working conditions that apply to the company concerned and contains company rules and regulations.

3.5. Rights and Obligations of Employers in Implementing Agreements

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

a. Employer's Rights

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

1. Fully entitled to the results of workers' work. One of the elements in the working relationship between employers and workers is the existence of jobs where workers receive orders from employers for the work that has been agreed upon. In the case of the agreement, the entrepreneur is entitled to obtain the work of the worker.
2. Employers may delay the payment of temporary allowances to workers who have an accident so that they are unable to work until a maximum of five days from the time the accident occurs or until they obtain a doctor's certificate explaining that the worker is unable to work due to an accident.

3. Employers have the right to calculate the wages of workers during illness with a payment received by the worker arising from a statutory regulation / company regulation / a fund that provides social security or insurance.
4. Imposing a fine for violating a matter if it is explicitly regulated in a written agreement or company regulation.
5. Ask for compensation from workers, if there is damage to goods or other losses, both belonging to the company and belonging to third parties by workers due to intentional or negligence.
6. Calculating wages by:
 - a. Fines, deductions and compensation
 - b. Rent a house that is rented by employers to workers with a written agreement.
 - c. Advances on wages, excess wages that have been paid and installments owed by workers to employers, provided that there must be written evidence
7. The workers have the right to obey the work rules, including the imposition of sanctions
8. The right to respectful treatment from workers
9. Terminate/terminate the employment relationship to workers if there is a change in the ownership status of the company
10. Terminate/terminate employment if in the last 2 years the company has suffered losses or is carrying out efficiency
11. Not providing pension benefits to workers whose employment relationship with the company has been terminated
12. Can terminate the employment relationship if the worker does not work in accordance with the agreement

b. Employer's

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

1. Paying wages

In an employment relationship, the main obligation for employers is to pay wages to their workers in a timely manner. This provision regarding wages has undergone a change in regulation towards public law, this can be seen from the government's intervention in determining the amount of the minimum wage that must be paid by employers as stated in Government Regulation Number 8 of 1981 concerning Wage Protection, in addition to the obligation to pay basic wages to workers. Employers are also obliged to provide wages to workers who cannot do their jobs because they are carrying out state obligations and do not receive wages from the government and do not exceed one year, workers who cannot work because they fulfill their religious obligations which do not exceed 3 months.

2. Providing rest/leave

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

3. Regulating workplaces and work tools

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

4. Obligation to implement working time provisions.

The working hours in question include:

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

5. Provide the required certificate

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

3.6. Workers' Rights and Obligations in Implementing Employment Agreements

a. Workers' Rights

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

1. The right of workers to obtain proper work benefits (wages). As the basis for determining wages, the regional/provincial minimum wage is used, which is revised by the government every year. Companies are also required to develop a structure and scale of wages based on class, years of service, education, and competence. This includes overtime wages that must be paid by the employer.
2. The right of workers to be able to rest properly, in line with the weight or lightness of the work, as well as the distance from the place of work from the address of origin. In this case, workers are entitled to leave in accordance with what is stated in the legislation
3. The right to receive holiday allowances (THR). THR must be paid by the company to its employees in accordance with applicable regulations.
4. The right of workers to obtain protection for occupational safety and health, morals and decency, treatment in accordance with human dignity and values and religious values.
5. The right of workers to obtain job security guarantees means that they cannot be dismissed arbitrarily by the employer.
6. The right of workers to obtain guaranteed life benefits, while workers are still unemployed when they are dismissed against their will and beyond their fault. In this case, the worker

receives a guarantee in the form of severance pay which if reasonable is added with an award in the form of a service fee.

7. The right to establish and become a member of a Labor Union.
8. The right to obtain and or improve and/or develop work competencies in accordance with their talents, interests and abilities through job training.
9. The right to have the same opportunity to choose, get or change jobs and earn a decent income at home or abroad.
10. Strikes as a basic right of workers and trade unions are carried out legally, orderly and peacefully as a result of the failure of negotiations.

b. Obligations of Workers

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

1. Performing Work

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

2. Obeying company rules

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

3. Act as a good person

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

4. Pay compensation and fines if necessary

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

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

3.7. Termination of Employment (PHK)

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

Workers who work for the company must balance the work relationship with real work that is good, disciplined, and responsible so that the company's goals can be achieved successfully for the benefit of the workers themselves. All things that can cause disputes within the company will be resolved by deliberation and consensus such as disputes that occur in a large family, thus the company will not be disturbed in its production business because both parties pay attention to each other, respect each other, and engage in mutual activities in achieving company goals.

a. Methods of Layoffs

Exist There are 3 types of termination of employment based on the applicable Termination of Employment Regulations, including:

1. Layoffs for the sake of Law

Layoffs for the sake of law occur because the relationship between employers and workers ends automatically. This happens because the agreed time limit has expired or if the worker dies.

In the event that the worker dies, the work agreement has ended, the heirs of the worker are entitled to their rights in accordance with the prevailing laws and regulations. The heirs have the right to be given severance pay in the amount equal to the calculation of 2 (two) times the severance pay, 1 (one) time service award and compensation for entitlements. If the entrepreneur dies, the employment relationship that occurs does not end.

2. Layoffs by Workers

Layoffs by workers occur when the worker resigns or there are urgent reasons that result in the worker requesting to be laid off. The worker submits a request for resignation of his own free will without any indication of pressure/intimidation from the employer, the end of the employment relationship in accordance with the work agreement for a certain time for the first time. A worker's resignation can be considered to occur if the worker is absent from his job for at least 5 consecutive days and has been summoned by the employer twice in writing, but the worker is unable to provide a written statement with valid evidence.

In addition to the above, workers can apply for layoffs to the industrial relations dispute settlement agency if the entrepreneur commits the following actions:

- a. mistreating, abusively insulting or threatening workers
- b. persuading workers to perform acts that are contrary to the laws and regulations.
- c. not paying the right wages at the appointed time for 3 (three) consecutive months
- d. does not perform the obligations that have been promised to workers
- e. instruct workers to carry out work outside the agreement
- f. provide work that endangers the life, safety, health, and morals of workers, while the work is not stated in the work agreement.

3.8. Legal Protection for Workers

The position of workers can essentially be viewed from two aspects, namely from a juridical perspective and from a socio-economic perspective. From a socio-economic perspective, workers need legal protection from the state against the possibility of arbitrary actions from employers. Juridically, the position of the worker is the same as that of the entrepreneur, but socially and economically the position of the two is not the same, where the position of the entrepreneur is higher than that of the worker. This high-low position in the employment relationship results in an unbalanced relationship, which creates a tendency for employers to act arbitrarily to workers.

a. Legal protection for workers who are laid

The most important legal protection in layoffs is regarding the truth of the status of workers in the employment relationship and the truth of the reasons for layoffs. In practice, the reasons for resignation are widely used by the personnel of a company regarding the departure of a worker from the employment relationship. Even though the resignation is actually just engineered by the entrepreneur so that the rights that the workers get are smaller than they should be. In practice, the layoffs were at the initiative of the employer, but were engineered to be layoffs due to the resignation of the workers.

b. The Rights of Laid-off

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

1. Severance pay
2. Service time award
3. Compensation (reimbursement of rights)

3.9. Industrial Relations Dispute Settlement

a. Industrial Relations Disputes Industrial

Relations according to Article 1 point 16 of Law Number 13 of 2003 concerning Manpower are a system formed between actors in the process of producing goods and/or services consisting of elements of entrepreneurs, workers, and the government based on values. Values of Pancasila and the 1945 Constitution of the Republic of Indonesia.

Industrial relations are basically a legal relationship between employers and workers, which sometimes encounters disputes. This can have an impact on the disruption of the work atmosphere and result in a decrease in workplace performance and production. Disputes can happen to anyone who is in a legal relationship.

V. Conclusion

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

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

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