

Protection of Payment of Compensation for Workers/Laborers Who are Laid off with the Status of a Specific Time Work Agreement in installments

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Abstract

Employers and workers should try to avoid termination of employment because each suffers a loss, where employers lose experienced workers who have worked for a long time and know the scope of their work and workers lose their income to make ends meet. for their family. Because of the difficulty of finding work, workers are forced to accept jobs even though they have the status of a Specific Time Work Agreement (PKWT). For workers, the employment agreement for a certain time is an uncertainty in the continuation of the employment relationship, while for the employer it is not necessary to pay severance pay. If employees are terminated with the status of a certain time work agreement (PKWT), they are entitled to compensation payments, but if the employer goes bankrupt, the workers' rights cannot be paid because the employer has no more money to pay compensation. money, so the workers' employees suffer greatly. Therefore, for the payment of workers' compensation money to be provided by employers to employees, it is necessary to protect the method of payment by paying compensation money in monthly installments which are directly added to the employee's salary.

Keywords

installment payment;
compensation money;
protection; workers/laborers



I. Introduction

For workers/laborers, a certain time work agreement is an uncertainty in the continuation of the employment relationship and for employers it is a way not to pay severance pay.

The existence of a working time limitation in a Specific Time Work Agreement (PKWT), makes workers not wholehearted in doing their work, especially if the Specific Time Work Agreement is about to end, the worker/laborer will feel anxious because of the end of the working relationship which will affect the workers themselves.

Termination of employment relationships for workers/ laborers is the beginning of the termination of the source of livelihood for themselves or their families, while for entrepreneurs it is a reduction in human resources to improve company efficiency. Human Resources (HR) is the most important component in a company or organization to run the business it does (Niati et al., 2021).

Many companies use the PKWT system for their workers, one of which is the fear of employers to pay severance pay to workers, because if it is related to severance pay, the employer is not ready to pay the workers, while for workers, the PKWT is signed with the entrepreneur is one of compulsion, due to the lack of work, so with a heavy heart, workers continue to sign the PKWT, because if the worker/laborer does not want to sign, the consequence is that the worker/laborer cannot work in order to provide for the workers/laborers themselves and their families.

Certain Time Work Agreements (PKWT) are still discriminatory in nature, because the contents of the Specific Time Work Agreements are made by employers and workers/laborers only signing the PKWT, without daring to reject the contents of the Specific Time Work Agreements.

PKWT labor law concept has not regulated in a balanced way the rights and obligations of workers/laborers and employers, but workers/laborers are always on the side of the weak, and entrepreneurs on the strong side.

In the event of termination of employment, the Worker/Laborer in the status of a certain Time Work Agreement (PKWT) is not entitled to severance pay, because it has been agreed upon in an agreement called a Specific Time Work Agreement (PKWT).

For workers, termination of employment is a painful experience, because at the end of the job, the worker/laborer will be faced with the difficulty of finding a job, and the cost of living for the Worker/Laborer and their family to stop and for the entrepreneur, the termination of the employment relationship in a certain time work agreement (PKWT) this, becomes a way to develop the company, because entrepreneurs do not need to be bothered by paying severance pay;

Workers/Laborers who are in a weaker position when compared to employers, need to get a guarantee of freedom that is balanced with the employers.

The laws and regulations that are made must protect Workers/Laborers, so that the gap between Workers/Laborers and Employers is not too high.

Legal solutions to protect workers/laborers in the implementation of PKWT are contained in Law No. 13 of 2003 concerning employment, Law No. 11 of 2020 concerning Job Creation chapter IV concerning employment, PP 35 of 2021 concerning Specific Time Work Agreements (PKWT), Outsourcing, Working Time, Rest Time and Layoffs.

Certain Time Employment Agreements (PKWT) signed by Employers and Workers/Laborers, create work uncertainty for Workers/Laborers where:

1. Protection of workers/laborers is very weak, this can be seen from the several indications, including workers are not included in the social security program, namely BPJS Employment and BPJS Health and do not receive compensation money when terminated or laid off.
2. Get lower wages than permanent workers.
3. There is no guarantee of work after layoffs.

The obstacle faced is that the position of Workers/Laborers compared to employers is not equal and there is inequality, therefore it is very necessary to have a legal regulation that protects Workers/Laborers, so that the law can be expected to provide a balance in the implementation of a Specific Time Work Agreement;

Termination of Employment (PHK) against Workers/Laborers should be a last resort and in the event of layoffs, the law of protection for workers must be implemented, because of the risk of such layoffs, workers/laborers will no longer have a livelihood.

Payment of compensation money will be a problem if the entrepreneur goes bankrupt/bankrupt, the payment of compensation money is not paid by the employer to the worker, on the grounds that there are no funds to pay compensation money, especially for companies that employ a large number of workers/laborers, for example garment companies, which employ large numbers of workers/laborers, tens of thousands of people, if the company goes bankrupt/bankrupt and the entrepreneur will find it difficult to pay compensation in large amounts;

Payment of compensation money needs to be protected, by paying compensation money in installments every month, the payment of which is added to the wages of workers/laborers received every month, so that by paying installments of compensation money, the rights of workers/laborers are protected and the burden on employers will be reduced in paying compensation money at once.

The government's role in the payment of compensation money is very necessary, where the government makes labor regulations regarding how to pay installments of this compensation money, so that by making installment payment rules for compensation payments, the rights of workers/laborers who are bound by the status of a Specific Time Work Agreement (PKWT) are protected, and the role of labor inspectors is very much needed to oversee the rules for payment of installments of compensation money.

Regulations that regulate the payment of compensation for workers/laborers who have terminated their employment and are bound by the status of a Certain Time Work Agreement (PKWT), which were not previously regulated in Law No. 13 of 2003 concerning Manpower, namely Law No. 11 of 2021 concerning Copyright Work Chapter IV concerning Employment in conjunction with PP 35 of 2021 concerning Work Agreements for Certain Time, Outsourcing, Working Time and Rest Time, and Termination of Employment.

II. Research Method

- a. Departing from data to a theory, which has basic knowledge in the field of legal science, especially the field of labor law being studied, so that workers understand their rights and obligations.
- b. Research based on qualitative research design allows to form legal constructions and build theory from directly collected data and gain an ability to derive theory from collected data.
- c. Legal protection is used to create justice and welfare for workers;

III. Results and Discussion

Before explaining the payment of compensation money, it is necessary to know the meaning of labor law which is closely related to the payment of compensation money. According to Prof. Dr. Aloysius Uwiyono, SH.MH, Labor Law is a written/unwritten law that regulates the rights and obligations between:

Workers who work under the leadership of entrepreneurs who receive the results of their work from workers, and entrepreneurs who employ workers, who are entitled to wages from employers and the government who regulates rights/obligations between workers and entrepreneurs.

The legal relationship between employers and workers is essentially unequal, where the obligations of workers are more than employers, this is because the position of workers is less fortunate than the position of the entrepreneur as the owner of the company. In the employment relationship, the relationship between employers and workers is subordinate (upper/vertical relationship).

From the definition of labor law, there are rights of workers/laborers that must be accepted, namely the payment of compensation money in the event of termination of employment with PKWT status, which the entrepreneur must pay to the workers/laborers. Before the worker/laborer works for the entrepreneur, a work agreement is signed first, as a legal basis, a job will be carried out, in which the worker/laborer does the work and

receives wages while the entrepreneur is entitled to the results of the work carried out by the worker/laborer.

Employment Agreement is an agreement whereby one party, the worker, binds himself under the orders of the other party, the employer, for a certain period of time, to do work for a fee.

The role of law to prevent termination of employment (PHK), should be a concern, so that employers cannot arbitrarily terminate workers/laborers, but must have strong legal reasons that are the basis for termination of employment, and termination of employment. An employment relationship should be taken as the last step in an employment dispute.

Termination of employment (PHK) is the termination of the employment relationship due to a certain matter which results in the termination of the rights and obligations between the worker and the company.

Work Agreement is an agreement between the worker/laborer and the entrepreneur verbally and or in writing, either for a certain time or for an indefinite period of time which contains the terms of work, rights and obligations of the parties.

According to Article 1 paragraph (10) of PP 35 of 2021 concerning Certain Time Work Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment Relationships A certain time work agreement (PKWT), states that a certain time work agreement is a work agreement between workers/labor with employers to enter into a working relationship for a certain period of time or for certain jobs.

In relation to the work agreement signed by the entrepreneur and the worker/laborer, it regulates the implementation of the Specific Time Work Agreement (PKWT) system, namely in Article 5 paragraph (1) of Law No. 11 of 2020 concerning Job Creation in conjunction with PP 35 of 2021 concerning PKWT, Outsourcing, Working Time and Rest Time, and Termination of Work.

A work agreement or arbeidsovereenkomst is essentially an agreement in the field of work, therefore discussing a work agreement, one must know the meaning of an agreement.

The government should make regulations that are more beneficial to workers, especially in the economic field, workers must increase so that the welfare of workers and their families is guaranteed to live;

Law No. 11 of 2020 in conjunction with PP 35 of 2021 concerning Work Agreements for Certain Time, Outsourcing, Working Time and Rest Time, and Termination of Employment, regulates employment relationships based on:

1. Term
 - a) Based on a not too long time
 - b) Seasonal nature or time conditions are certain.
 - c) Associated with new products, new activities or additional products and trials.
2. Completed a certain
 - a) job Work that once completed
 - b) Work that is temporary in nature.
3. Can be carried out on certain other similar jobs and the activities are not permanent.
4. The PKWT is extended for a period of time according to the agreement between the worker/laborer and the entrepreneur, provided that the entire period of the PKWT and its extension is not more than 5 (five) years.
5. The period of time is based on the agreement of the parties and can be extended to a certain time limit until the completion of the work.

6. PKWT in the form of certain jobs that change in the volume of work and payment of wages based on attendance is called a daily work agreement, carried out with the provisions of less than 21 (twenty one) days.
7. A job that doesn't take too long to complete.
8. In the event that the PKWT period is about to expire and the work carried out has not been completed, the PKWT may be extended for a period of time according to the agreement between the worker/laborer and the entrepreneur, provided that the entire term of the PKWT and its extension is not more than 5 (five) years.
9. If it reaches 21 days or more for 3 (three) consecutive months, the work relationship by law changes to an Indefinite Work Agreement (PKWTT).
10. Employers who employ workers based on daily work agreements are obligated to fulfill the rights of workers/laborers including the right to social security programs.

What is meant by an employment relationship is a relationship that occurs because of a work agreement between the entrepreneur and the worker/ laborer.

Work Agreements can be made in writing or verbally, the only difference is that the written work agreement must be in accordance with the applicable laws and regulations.

A Specific Time Work Agreement (PKWT) is a work agreement between a worker/laborer and an entrepreneur to establish a working relationship for a certain period of time or with certain workers.

The main element contained in the work agreement is the agreement between the worker/laborer and the entrepreneur, which contains the working conditions, rights and obligations of the parties. So the employment relationship certainly cannot be separated from the work agreement because the conditions for the existence of an employment relationship must include a work agreement.

The work agreement signed by the entrepreneur and the worker is not only beneficial to the entrepreneur as the owner of the company, but the interests of the worker/laborer, especially the welfare of the worker/laborer, must be included in the contents of the work agreement.

The working relationship that arises between workers/laborers and entrepreneurs can essentially be seen from 2 (two) aspects as follows:

- 1) Juridical
- 2) Aspects Sociological

3.1 From the Juridical Aspects

The position of workers/laborers and employers is equal before the law (equality before the law), this is in accordance with Article 27 paragraph (1) every citizen has the same position in law and government and is obliged to uphold the law and government without exception;

3.2 From the Sociological Aspect

By signing a work agreement, the worker/laborer is no longer free. Workers sell their energy and thoughts, because workers/laborers will follow where their energy is needed by the employer, for 7 (seven) hours or 8 (eight) hours they are bound to work and are ready to work in one of the company units.

Workers/laborers continue to work even though they are under pressure from employers, because of an unequal position, where workers/laborers are always on the side of the weak, therefore it is necessary to protect workers/laborers for the rights they should receive. Employment agreements between employers and workers, there is a relationship

that is superior and subordinate (subordination), between workers/laborers and employers is not balanced (coordination), where workers are in a weak position, while the entrepreneur is in a strong position, because the socioeconomic status of the workers is in a weak position on the weak side.

Termination of employment due to termination of employment due to certain reasons causes the termination of rights and obligations between workers/ laborers and employers. The thing that workers/laborers are most afraid of is if there is a termination of employment, where the source of livelihood for the worker/laborer and his family will be closed.

The principle that protects workers/laborers desired by employers as regulated in the Civil Code Book III Chapter 7 A is implemented in 4 ways, namely:

- a. It is regulatory in nature, namely giving rules regarding questions that will apply if both workers and employers do not make their own rules
- b. must not harm workers
- c. Its nature is regulating and forcing, namely rules that deviate verbally are not allowed.
- d. Protection for economically weak workers lies in the power of the court, for example,
 1. in the implementation of legal provisions or the terms of the work agreement there is an oddity, the court decides on concrete matters regarding the oddity.
 2. If there are words that are less clear/clear like the word worthy, then the court pays attention to the question of worthy.

The conditions that must be met in a certain time work agreement (PKWT) are:

- a. The employment relationship occurs because there is an agreement between the entrepreneur and the worker/laborer.
- b. The employment agreement is made in writing/oral.
- c. Work agreements made in writing are carried out in accordance with statutory regulations.
- d. Employment agreements are made for a certain time or an

Many entrepreneurs apply PKWT in their companies with one of the reasons for avoiding severance pay, and not implementing PKWT rules according to the law, and to prevent acts of abuse in the implementation of this PKWT, tough action is needed from the government in particular District/city Manpower and Transmigration Sub-Departments in their respective regions, as labor inspectors.

Arrangements for the implementation of a certain time work agreement (PKWT) according to PP 35 of 2021 are as follows:

- a. PKWT is based on
 1. the period or
 2. completion of a particular job.
- b. PKWT cannot be held for permanent work.

Article 5 According to the Term

- a. PKWT based on the period as referred to in Article 4 paragraph (1) letter a is made for certain jobs, namely:
 1. Work which is estimated to be completed in a not too long time;
 2. Seasonal work; or
 3. Jobs related to new products, new activities, or additional products that are still under trial or exploration.

- b. A Specific Time Work Agreement based on the completion of a certain work as referred to in Article 4 paragraph (1) letter b is made for certain jobs, namely:
 - 1. Work that is completed once; or
 - 2. Work that is temporary in nature.
- c. In addition to certain jobs as referred to in paragraphs (1) and (2)', PKWT can be carried out on certain other jobs whose types and nature or activities are not permanent.

Article 6

Work which is estimated to be completed in a not too long time is carried out, no later than 5 (five) years.

Article 7 by season

- a. Seasonal work is a job whose execution depends on
 - 1. the season or weather
 - 2. Certain conditions
- b. Work whose implementation depends on the season or weather can only be carried out in certain seasons or certain weather.
- c. Work whose execution depends on certain conditions, is additional work carried out to fulfill certain orders or targets.

Article 8

- a. PKWT is based on a maximum period of 5 (five) years.
- b. In the event that the PKWT period will expire and the work carried out has not been completed, the PKWT may be extended for a period according to the agreement between the entrepreneur and the worker/laborer, provided that the PKWT period and its extension are not more than 5 (five) years;
- c. The working period of the worker/laborer in terms of the extension of the PKWT period is still calculated from the occurrence of the employment relationship based on the PKWT.

Article 9

- a. PKWT based on the completion of a certain work as referred to in Article 5 paragraph (2) is based on the agreement of the parties as outlined in the Work
- b. Agreement. The agreement of the parties as referred to in paragraph (1) contains:
 - 1. The scope and limits of a work declared completed; and
 - 2. The length of time for completion of work is adjusted to the completion of a job.
- c. In the event that certain work agreed upon in the PKWT can be completed faster than the agreed length of time as referred to in paragraph (2) letter b, the PKWT is terminated by law upon completion of the work.
- d. In the event that certain work agreed upon in the PKWT cannot be completed according to the agreed length of time as referred to in paragraph (2) letter b, the PKWT period will be extended until a certain time limit until the completion of the work.
- e. The working period of the Worker/Laborer in terms of the extension of the PKWT period as referred to in paragraph (4) is still calculated from the occurrence of the Employment Relationship based on the PKWT.

Article 10

- a. PKWT which can be implemented for certain other jobs whose types and nature or activities are not permanent as referred to in Article 5 paragraph (3) are in the form of certain jobs that vary in terms of time and volume of work as well as payment of Worker/Laborer wages based on presence.
- b. PKWT as referred to in paragraph (1) can be made with a daily Work Agreement.
- c. The daily Work Agreement as referred to in paragraph (2) is made provided that the Worker/Laborer works less than 21 (twenty one) days in 1 (one) month.

Lack of supervision from the District/City Manpower and Transmigration Sub-Department, causes the rules regarding casual daily workers to be frequently violated by employers, and sometimes exceeds 21 days a month.

In the event that the Worker/Laborer works 21 (twenty one) days or more for 3 (three) consecutive months or more, the daily Work Agreement as referred to in paragraph (2) becomes invalid and the Employer Relationship between the Employer and the Worker/Laborer is the law changes based on the PKWTT.

Article 11

- a. Employers who employ Workers/Laborers on work as referred to in Article 10 paragraph (1) make a written daily Work Agreement with Workers/Laborers.
- b. The daily work agreement as referred to in paragraph (1) can be made collectively and at least contains:
 1. Name and address of the company or employer;
 2. Name of address of Worker/Laborer;
 3. Type of work performed; and
 4. the amount of wages.
- c. The entrepreneur as referred to in paragraph (1) is obliged to fulfill the rights of the Worker/Laborer including the right to the social security program.

Article 12

- a. PKWT cannot require a probationary period.
- b. In the event that a probationary period is required, the required probationary period is null and void and the working period is still counted.

Article 13

PKWT shall at least contain:

- a. Name, address of the company, and type of business;
- b. Name, gender, age, and address of Worker/Laborer;
- c. Position or type of work;
- d. Place of work;
- e. The amount and method of payment of wages;
- f. Place of work;
- g. The amount and method of payment of Wages;
- h. The rights and obligations of Employers and Workers/Laborers are in accordance with the provisions of laws and regulations and/or working conditions as regulated in Company Regulations or Collective Labor Agreements;
- i. Commencement and period of validity of the PKWT;
- j. Place and date the PKWT was made; and
- k. Signatures of the parties in the PKWT.

Article 14

- a. PKWT must be registered by the Employer at the ministry that administers government affairs in the manpower sector online no later than 3 (three) working days from the signing of the PKWT.
- b. In the event that the online PKWT registration is not yet available, the PKWT registration is carried out by the Employer in writing at the office that carries out government affairs in the district/city manpower sector, no later than 7 (seven) working days from the signing of the PKWT.

3.3 Rights of Workers/Laborers with PKWT Status if the Company Goes Bankrupt

The thing that workers/laborers fear the most is if the company goes bankrupt or no longer operates. In other words, there will be massive layoffs. Employers are also traumatized because they will be charged with payments, especially the payment of compensation money to workers/laborers with PKWT status.

The rights of workers/laborers who are laid off due to a bankrupt/bankrupt company are regulated in Article 165 of Law No. 13 of 2003 concerning manpower which is abolished by Article 81 number 54 of Law No. 11 of 2021 concerning Job Creation, chapter IV concerning employment in conjunction with PP 35 of 2021 concerning Certain Time Work Agreement, Transfer

Power, Working Time and Rest Time, and Termination of Employment because the company is Bankrupt, and in Article 81 number 42 of the Job Creation Law which amends Article 154 paragraph (1) letter (f) of Law No. 13 of 2003 states that termination of employment may occur due to the reason the company is bankrupt.

Termination of employment due to bankruptcy reasons, then according to Article 47 PP 35 of 2021 concerning Work Agreements for Certain Time, Outsourcing, Working Time and Rest Time, and Termination of Employment Relations, workers/labor are entitled:

- a. Severance pay of 0.5 (zero) point five) times the provisions of Article 40 paragraph (2)
- b. Pay for service period of 1 (one) time as stipulated in Article 40 paragraph (3)
- c. Compensation money in accordance with the provisions of Article 40 paragraph (4)

Provision of compensation money

- a. Employers are obliged to provide compensation money to workers whose work relationship is based on a certain time work agreement.
- b. Compensation is given at the expiration of a certain time work agreement.
- c. Compensation money is given to workers/laborers who have worked continuously for at least 1 (one) month.
- d. If the work agreement for a certain time is extended, the compensation money is given at the end of the period before the extension and for the extension period of the work agreement for a certain time, the compensation money is given after the period of the work agreement for a certain time ends or is finished.
- e. The provision of compensation money does not apply to foreign workers employed by the employer in a relationship based on a certain time work agreement.

But in reality it is often a source of conflict between the two parties, workers tend to demand as much compensation as possible and employers choose the least compensation. The problem of determining compensation for termination of employment is increasingly complex, because the rules tend to have multiple interpretations, giving rise to subjective justifications according to their respective interests.

1. The amount of compensation for a certain time work agreement is given in accordance with:
 - a. A certain time work agreement for 12 (twelve) months continuously is given in the amount of 1 (one) month's wages.
 - b. Work agreement for a certain time of 1 (one) month or more but less than 12 (twelve) months, calculated proportionally with the calculation:

$$\frac{\text{Work period}}{12} \times 1 \text{ (one) month wages.}$$
2. Work agreement for a certain time for more than 12 (twelve) months, calculated proportionally to the calculation:

$$\frac{\text{Period of work}}{12} \times 1 \text{ (one) month wages.}$$
3. The wages used as the basis for calculating compensation money consist of basic wages and fixed allowances.
4. In the event that wages in the company do not use components of basic wages and fixed allowances, the basis for calculating the payment of compensation is from the basic wage.
5. In the event that the work agreement for a certain time is based on the completion of a job faster than the length of time agreed in the work agreement for a certain time, the compensation money is calculated until the completion of the work.
6. The amount of compensation for workers/ laborers in micro and small businesses is given based on an agreement between the entrepreneur and the worker.

In the event that one of the parties terminates the employment relationship before the expiration of the period stipulated in the work agreement for a certain time, the entrepreneur is obliged to provide compensation money, the amount of which is calculated based on the period of the work agreement for a certain time which has been implemented by the worker/labourer.

Termination of Employment Relationship (PHK) is the termination of the employment relationship due to a certain matter which results in the termination of the rights and obligations between the worker/laborer and the entrepreneur. After the employment relationship ends, the worker/laborer is not obliged to work for the entrepreneur and the entrepreneur is not obliged to pay wages to the worker. For workers/laborers, layoffs have a direct impact on income security for themselves and their families, while for employers, layoffs mean the loss of workers/laborers who have been educated and understand the work procedures in their company. Therefore, both workers/labor or employers and the government avoid layoffs.

Termination of employment for workers is a serious trauma, because it is difficult to get a new job, which is suitable for the worker/labor lump sum compensation, especially employers who employ workers/laborers in large numbers, for example a garment company, employing tens of thousands of workers/laborers, can then make installments of compensation payments by way of wages plus compensation payments of 1/12 of the amount of compensation money per year, which should be received by workers, and 1/12 division is the distribution of compensation payments in 1 (one) year divided by 12 (twelve) months.

If the employer voluntarily pays the compensation for this work agreement for a certain period of time, this is something that the workers really want where the welfare of the workers will increase.

Example of payment of compensation for workers/laborers with PKWT

A status (workers/labor) working in garment companies with PKWT status, with an agreed wage of Rp. January 15, 2022 to January 14, 2024.

According to Article 13 of PP 35 of 2021 concerning Work Agreements for Certain Time, Outsourcing, Working Time and Rest Time, and Termination of Employment, A will receive compensation payments on January 14, 2024 in the amount of 2 (two) months of wages, namely Rp. 10,000,000, - (ten million rupiah).

If the garment company goes bankrupt on January 14, 2024, it is likely that A will not receive compensation payments, because the garment company does not have the funds to pay compensation money. A dilemma for worker/labor a regarding the payment of compensation money, due to a dispute over industrial relations, the value of 10,000,000,- (ten million rupiah), will take a long time of about 1.5 (one and a half) years, starting from the Bipartite, Tripartite, Industrial Relations Court (PHI) process and finally to the Supreme Court (MA).), so that it is very detrimental to the worker/laborer A.

The future legal solution (*ius constituendum*) is that the entrepreneur pays the compensation money in monthly installments which is added to the worker's/laborer's wage, namely:

The worker's/laborer's wage is Rp. 5.000.000,-/month with a PKWT period of 2 (two) years so that worker/labor A will receive a compensation payment:

Wage	= Rp. 5.000.000,- /month
Compensation Money $1/12 \times \text{Rp. } 5,000,000$	= <u>Rp. 416,666,-</u> +
Total	= Rp 5,466,666,-/month

With the installment payment of this compensation, if there is a termination of employment between worker/labor A and the company, the rights of worker/labor A will no longer be in labor conflict between worker/labor A with the Employer, because it has been paid in advance, and the payment of the compensation money has been covered by the initial payment.

And if there is a difference in the shortfall in compensation payments due to an increase in wages every year, the compensation payment can be added at the time of the annual wage increase so that the workers' rights to compensation are protected.

Employers will feel that their financial burden is light, because the value paid to workers is not too large every month.

The theory that emerges in installments of compensation payments is the theory of installment payments of compensation money, and with this theory the rights of workers/laborers are protected because they actually get compensation payments, even though it is in installments, and workers/laborers get certainty of payment of compensation money that benefits the workers/laborers.

Theoretical analysis of the payment of compensation money for the workers/laborers.

- Guaranteed and the creation of certainty in the payment of compensation money.
- Workers/laborers can save compensation money which can be used at any time in situations of sudden need.
- Workers are not tired of asking and suing the entrepreneur, if the compensation money is not paid by the employer.
- Labor welfare and morale will increase.

For entrepreneurs.

- a. Employers are not bothered to pay compensation money at the end of the PKWT period in one go, because it has been paid in advance.
- b. Payment of compensation money can be equated with other payments such as BPJS employment and health payments.
- c. While the company is still running, the entrepreneur can calculate the costs every month, without any demands from the workers/laborers in the future.
- d. Conflicts between workers/laborers and employers are decreasing so that employers can turn their attention to company development.

The government's functions in implementing labor relations are:

- a. Establishing policies.
- b. Give service.
- c. Carry out supervision and
- d. take action against violations of labor laws.

IV. Conclusion

1. Payment of compensation money must be paid by employers to workers/ laborers in monthly installments, which is added to the wages received by workers every month, so that the rights of workers/ laborers are protected paid in advance.
2. The implementation of the payment of compensation for workers/laborers who lost their employment due to the company going bankrupt, namely by paying compensation money without any deductions, and with the expiration of the work agreement for a certain time, the compensation money has been paid employers to workers/laborers first so that workers' rights are protected.
3. The policy of making government regulations on the protection of workers/laborers in the payment of compensation money to bankrupt companies is by making rules regarding the payment of compensation money every month in installments which is added to the wages/workers per month.

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