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Settlement of Disputes of Termination by Companies in Indonesia from Law Perspective

Yusmedi Yusuf[1]*, MellaIsmelinaFarma Rahayu[1], Amad Sudiro[1]
[1]Universitas Tarumanagara
* email: yusmedi@unis.ac.id

Abstract
The paper is a conversation about legal protection for victims of unilateral termination of Employment in Indonesia. With the increasing prevalence of news regarding unilateral termination of Employment, we think this study is fascinating to be discussed. For this reason, we have collected many documents related to the law on protecting workers' rights, which are viewed from the perspective of the law of governance and Employment in Indonesia. The sources of these documents or literature are publications in books, magazines, and newspapers, and the main ones are publications journals both domestically and internationally. Furthermore, we examine the document sharply under a phenomenological approach, namely an effort to find an understanding from some data about something phenomenal. The natural process involves sharp data analysis, data synthesis, data coding, and in-depth interpretation to find data that we believe are relevant to answering the problems of this study by adhering to the principles of validity and reliability of the data findings. Finally, based on the data we have reviewed and in-depth discussion, we can understand that the law on legal protection for unilateral termination of Employment can refer to article 153 of the job copyright law, which states how employers are prohibited from doing unilateral termination of Employment. It is hoped that these findings will be helpful in similar studies in the future.

Keywords: *Legal protection, Termination of Work, Labor Law, and Employment Law.*

Introduction

As a lawful state, Indonesia is obliged to do all administration should be founded on pertinent regulations because the reason for the state being held is expressed in the 1945 Constitution of the Republic of Indonesia, in particular, to safeguard all of Indonesia's gore to propel the public scholarly existence of its residents and take an interest in carrying out world request and security because of the standards of autonomy and harmony for all men(Rogers et al., 2020). However, in its development, Indonesia is undoubtedly the same as other countries, which continue to face challenges in terms of security, order, and economic prosperity, which the state often fails to implement. This happens on the other hand because the implementation of all order and administration of government is often jammed and faces various crises, one of which is the employment crisis, especially the weak legal protection of workers' rights, including the right to get a job and protection should not be exploited and laid off, according to existing rules (Randi, 2020).

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Termination of Employment or layoffs often occurs, a challenging event for workers or employees because this loss of their job often occurs. Termination of Employment is carried out unilaterally by the company, and this phenomenon tends to injure the sense of justice for all citizens working(Utami&Prafitri, 2021). Therefore, the state needs to regulate rules and regulations that ensure the implementation of employment programs that protect companies and workers who often become victims. When viewed from the trend of layoffs, especially during the pandemic crisis, this is a reality that is very unfortunate when the termination of work is carried out unilaterally, especially during this period. It was during this crisis that demands the state provided legal protection to victims of layoffs so that the Indonesian people or citizens of the state, especially workers, receive protection in the form of pensions as a result of the termination of Employment so that the fate of victims of labor relations murder can be saved because they have lost their jobs (Arnow-Richman, 2014).

The factors that resulted in layoffs were indeed very complex, among others, the pandemic crisis, the effects of changes in job transformation from the era of workers to workers, and also other economic conditions that were not only global but international, all of which encouraged companies to look for a flexible way that did not detrimental to the company so that they can move according to the company's capacity to accommodate their own operating company, they also do not become victims(Rudolph et al., 2021). However, behind all that, as a state, it has standard legal provisions that regulate how the implementation of labor can run adequately, providing justice not only to companies but also to workers. In the process of termination of Employment, companies sometimes do not meet the standard of obligations when they terminate because they are in a difficult situation.

Regarding the issue of layoffs, the state has arranged to prepare articles of law number 153, especially in 2020, concerning job creation which explains a specific prohibition on termination of Employment for various reasons(Prikasetya, 2021). Continuously cannot be fired due to being unable to carry out their work due to fulfilling obligations to the state following the provisions of the legislation to carry out worship ordered by their religion, namely marriage or pregnancy and everything related to families that make workers have to stop working in the company with a record that they will work again all of these examples have been regulated in the law so that the company does not take unilaterally to lay off workers due to the above reasons.In any condition, the government must, of course, regulate the various problems experienced by the company because they often fire employees either at their request or there is a regulation that makes it no longer possible for employees to continue their work. This must be taken into consideration by the company, and this must be regulated in the law so that the company has explicit references; in other words, it is not easy to violate the law and justice for workers because the company's questions cannot be tolerated (Hanifah, 2021).

On April 13, 2020, the President of the Republic of Indonesia conveyed a Presidential Decree concerning non-disastrous occasions, explicitly Presidential Decree No. 12 of 2020 concerning the Determination of Non-Natural for the Spread of Corona Virus Disease 2019 (Covid-19) as National Disasters (Ruslina and Sekarsari, 2020).Promptly following the arrival of the Presidential Decree, a theory emerged among the local business area that the

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Presidential Decree could be utilized as the reason for dropping joint agreements, particularly business contracts. The explanation of a debacle is a power Majeure, a remarkable occasion that makes individuals unable to satisfy their accomplishments because of occasions that are past their capacities. In agreement regulation, there is an arrangement that force majeure can be utilized as motivation to drop an agreement. The hypothesis is deceiving, which is a piece alarming in the business world as well as for the government. In the act of the labor force, many organizations have laid off specialists for different reasons, and it is incredibly intriguing to examine whether these reasons have been satisfied substantially when seen from the side of the law or material regulations and guidelines(Fikri, 2021).

Guideline Number 13 of 2003 concerning Manpower has given obstacles regarding things that are allowed and not allowed to be used as reasons or examinations for reductions. It is controlled in Articles 150 to 172 of Law Number 13 of 2003 concerning Manpower (Erowati and Dewi, 2021). Chiefs make reductions against workers or workers, finished for various reasons, like quiet submission, non-participation, change in association status, association closing, association falling flat, expert kicking the bucket, worker leaving, or the trained professional/laborer has submitted authentic blunders, and so forth other. Article 164 Paragraph (3) of Law Number 13 of 2003 concerning Manpower states: Employers could terminate the business relationship of workers/laborers because the association is closed, not because of setbacks for 2 (two) consecutive years or not as a result of Force Majeure.) yet the association makes viability, given that the subject matter expert/specialist is equipped for severance pay of 2 (two) times, the plans of Article 156 Paragraph (2), the distinction for organization season of 1 (once) as determined in Article 156 Paragraph (3) and compensation honors according to the courses of action of Article 156 Paragraph (4) (Rahmatsyah, 2019).

Coercive conditions will be conditions that are not satisfied by the debt holder because of occasions that cannot be known or cannot be anticipated to happen while committing. In a condition of intimidation, the borrower cannot be accused since the present circumstance emerges past the eagerness and capacity of the debtor(Ramadhan & Diamantina, 2020). Force majeure cannot naturally be utilized as a justification behind agreement wiping out or cutbacks; however, it can be utilized as a passage to highlight haggling in dropping or changing the agreement's substance. The agreement should, in any case, be done as per its substance because, as indicated by Article 1338 of the Civil Code, "Each arrangement made lawfully applies as regulation for the individuals who make it." So as long as the agreement is not changed with another agreement settled upon, it stays restricting as regulation. If it is known that the entrepreneur has a large number of workers, the entrepreneur must provide various benefits for the welfare of the workers, such as health care benefits, termination of employment allowances, work award benefits, and so on in the sense of employing workers with the short contract; then these costs can be reduced (Kennedy,2020).

However, for contract workers themselves, the policy on the use of working contracts is considered less profitable because they feel they have no certainty in terms of the working

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period of appointment as permanent employees, which affects career paths, status or position as workers, and severance pay at the end of the contract(Minot, 2018). However, the fact is that companies during a pandemic like this lay off workers and at the same time lay off workers; this is not a solution to improve the country's economy, where there is an increase in the number of poor people as well as mass unemployment so that the monetary crisis was repeated. Because of the depiction of the foundation, the creator forms the issues that will be concentrated in this review, specifically which party bears the misfortune because of the Force Majeure circumstance against laborers during the Coronavirus pandemic? Also, how is the Legal Protection for Workers for Certain Time Work Agreements during a pandemic?(Ahsany et al., 2020).

Method and Material

Furthermore, in this section, the study will briefly describe the method of carrying out this literature review, which aims to seek an understanding of legal protection for workers affected by the termination of Employment from the perspective of labor law in Indonesia(Padilla-Díaz, 2015). So, to complete the discussion of this study, we have collected several kinds of literature in the form of evidence of scientific studies that we found from various publication sources, including scientific papers, books, academics and newspapers, and official government documents on the regulating labor law in Indonesia(Worthington, 2013). This study does rely on secondary data; in other words, we do not collect data in the field but rely on publication data that we get electronically by relying on keywords that we all press on the Google search engine, especially Google scholar in several publications, both national and international. We examine the data in-depth following a phenomenological approach, which obtains data and analyzes it to understand findings and answer the problems we raise. We explain in the report designed this report in the form of descriptive qualitative data in which we look at the point of view of Indonesian labor law(Cypress, 2018). Thus, this brief description of the methodology, both in the early stages of formulating the data retrieval problem and final reporting. We follow the reporting format in the study of articles that have been published in several journals, and then we modify them according to the research methodology of legal, scientific works.

Resultand Discussion

The importance of protection for victims of layoffs

Parties bear misfortunes because of power Majeure conditions against laborers during the Covid-19 pandemic(Richter& König, 2017). The remuneration for laborers borne by the organization is an award arrangement. Deal and buy arrangement. Trade arrangement d. Rent agreement. The gatherings can guarantee that obligation in the arrangement they put forth in defense of clear conditions. Remuneration in a condition of impulse applies to the four things above, yet in conditions like the current Coronavirus, neither organization nor the public authority expressly bears the misfortune felt by the laid-off specialists. A specific time work arrangement is a working understanding between a specialist/worker and a business visionary made for specific positions that will be finished within a specific time as per the work's sort

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and nature of exercises. "A work arrangement made for a specific time frame should be made recorded as a hard copy (Article 57 Paragraph (1) Law No. 13 of 2003 concerning Manpower). This arrangement is planned to all the more reasonable assurance or watchman things that are not attractive regarding the lapse of the work contract (Aswindo et al., 2021).

The business understanding for a specific time frame may not need a trial period. If not entirely settled by the public authority(Hamid, 2020). "In Article 1 number 30 of Law no. 13 of 2003 concerning Manpower, based on these plans, we can realize that not entirely set in stone and paid by a working understanding, arrangement or legal guideline". A few standards of work arrangements for a specific time frame that should be considered include: Must be made recorded as a hard copy in Indonesian and Latin letters, basically in two duplicates; If it is made in Indonesian and an unknown dialect and there is a distinction of understanding, the Indonesian language will win; Can be made for specific positions which as per the sort and nature or exercises of the work will be finished inside a specific time; A limit of three years including assuming there is an expansion or reestablishment; The recharging of the contract is done after a beauty time of thirty days from the finish of the arrangement; Cannot be held for the kind of work that is long-lasting; Cannot need a trial period(Junaedi, 2020). Wages and work terms that are settled upon should not struggle with organization guidelines, aggregate work arrangements, and legal guidelines. Assuming the contract agreement guideline is abused: as for letters a to f, then, at that point, the extended contract becomes a long one; concerning letter g, the arrangements in the organization guidelines, aggregate work arrangements, and legal guidelines will, in any case, apply.

Conditions for settling on a specific time work understanding

Force Majeure is a constrained state or occasion that happens past human capacity and cannot be stayed away from, so action cannot be completed as expected. Force Majeure ordinarily alludes to demonstrations of nature, like cataclysmic events (floods, tremors), plagues, riots, revelations of war, war, etc. (Fuhriman, 2021). The meaning of a cataclysmic event is that a characteristic occasion is supposed to be a fiasco, assuming it brings about casualties and human misery, loss of property, harm to offices and framework, and open offices that make aggravations the request for life and society.With the contract for the procurement of goods/services (procurement contracts), usually, Force Majure is experienced by providers (contractors/suppliers) due to natural disasters, non-natural disasters, strikes, discontinued goods, etc. However, now, there is a new phenomenon. The occurrence of a pandemic obliges the state to prioritize the population's safety, and therefore it is necessary to provide an adequate budget. This results in a "budget shift," making the budget for goods/services significantly reduced or even non-existent (Monichino, 2015).

On the other hand, the providers also experience difficulties fulfilling their obligations due to this pandemic. Many factors cause it. The idea of power Majeure is connected with the satisfaction of commitments brought into the commitment world (satisfaction of the commitment). Two crucial components in FM are: the satisfaction of commitments is forestalled, and the outcomes of not satisfying these commitments cannot be represented by

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the debt holder (the party who is obliged). Forestalled implies that the borrower cannot complete his commitments because of an occasion named FM(Cakı et al., 2015). This can be in entire or, to some extent, a responsibility.

Moreover, it can be permanent and temporary (temporary) in terms of time. They are irresponsible means that the debtor cannot be sued to pay compensation, fees, or interest.While the consequences of events that seem beyond human control in connection with economic activities, for example, Indonesia's economic crisis so far, which turned out to have a different effect on economic actors, is usually not a strong reason for force majeure. In this case, the loser can request a settlement through a bi-partite mechanism with the related parties or even ask for government intervention for relief/assistance about the loss/additional burden of obligations he bears (Sirrullah et al., 2020).

One-sided Dismissal

Expecting laborers are excellent agents considering an Indefinite Work Agreement (IWA), the part for the end of business contract is overseen in Article 161 entry (1) of Law Number 13 of 2003 concerning Manpower (Labor Law) (Brudney, 2010). The conditions for making reductions, to be explicit: If the subject matter expert/specialist dismisses the courses of action determined in the getting industry rules, association rules, or complete work plans, the business visionary can do finish the business after the worker/laborer concerned has been given the essential, second, and third advice letters independently. On a fundamental level, Article 151 entry (1) of the Manpower Law communicated that organizations, workers/laborers, specialist societies/specialist's associations, and the public authority ought to make every effort to prevent reductions from occurring (Finkin et al., 2009).

Assuming that cutbacks are unavoidable, the business visionary and the exchange/worker's organization should, in any case, haggle with the specialist/worker if the specialist/worker concerned is not an individual from a worker's guild/trade guild(Cunningham, 2017). Seeing this implies that cutbacks should be helped out through arrangements first. Provided that the consequences of the exchanges do not bring about an arrangement, the business visionary can fire the business relationship with the specialist/worker after acquiring an assurance from the modern relations debate settlement establishment. The modern relations debate settlement foundations are modern relations intervention, modern relations appeasement, modern relations assertion, and modern relations courts. Article 155 section (1) of the Manpower Law expresses that a cutback without an assurance from the modern relations settlement foundation will be invalid and void by regulation. This implies that such one-sided excusal is considered to have never happened, and as long as the choice of the modern relations debate settlement establishment has still up in the air, both the business person and the specialist/worker should keep on completing every one of their commitments (Stone& Arthurs, 2013).

Assuming researching the body of evidence is against the action, the association picks uniquely, proposing that specialists are at this point illustrative of the association by guideline (Ford et al., 2021). Laborers need to work for the association and pay the wages as long as there is no decision from the cutting-edge relations question settlement office. In the meantime, accepting laborers are as the worker for hire considering a Specific Time Work Agreement, then, at that point, in case one of the social events cuts off the business friendship before the slip by of not entirely settled in the IWA or the finish of the business companionship is not a direct result of the courses of action as implied in Article 61 section

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(1) In the Manpower Law, the party terminating the functioning relationship is supposed to pay to the following party in how much the trained professional/specialist's wages until the end of the term of the work getting it. Article 61, area (1) of the Manpower Act, closes a work game plan (Rogelj et al., 2019).

The specialist passes on; the expiration of the term of the work arrangement, there is a court choice and additionally choice or expectation of a modern relations question settlement foundation that as of now has super durable lawful power; or the presence of specific conditions or occasions that are expressed in the work arrangement, organization guidelines, or aggregate work understanding that can make the business relationship end(Cooper, 2014). Suppose the organization makes cutbacks singularly/randomly. In that case, the means taken are revealing the organization's activities to the labor office at the local government, a joint government, and region/regional authorities since they are working overseers given Article 178 passage (1) of the Manpower Law(Leaven et al., 2017). Suppose workers do not observe a decent arrangement. In that case, the worker can take more time to document an erratic excusal to the modern relations court as managed in Law Number 2 of 2004 concerning Industrial Relations Dispute Settlement. For more subtleties, read the article: "Can my manager say, "You I Fired!"

Non-Competition Clause

Article 31 of The Manpower Act states:Each laborer has similar freedoms and chances to pick, get, or change occupations and procure fair pay at home or abroad(Doeringer&Piore, 2020). Furthermore, in Article 38 passage (2) of Law Number 39 of 1999 concerning Human Rights ("Human Rights Law"), it is likewise expressed that everybody has the privilege to openly pick the work he loves and is additionally qualified for work conditions that are adequate to him fair the non-rivalry provision is in opposition to the Manpower Act and the Human Rights Law. Since essentially everybody has the privilege to openly pick the work he loves and is also qualified for fair business terms. In this way, the non-rivalry statement cannot be authorized(Priyono, 2019). According to the point of view of common regulation regarding arrangements, understanding cannot be made based on compulsion. For additional subtleties, we want to be aware of the legitimate terms of the arrangement contained in Article 1320 of the Civil Code, specifically:Agree on the people who tie themselves;The capacity to commit;A particular thing; and A legitimate explanation.

The first and second circumstances in the 1320 civil code are called abstract circumstances, while the third and fourth circumstances in the 1320 civil code are called objective circumstances. If the abstract circumstances are not met, then, at that point, the arrangement can be dropped, while on the off chance that the goal conditions are not met, then, at that point, the understanding is invalid and void(Suherman et al., 2021). Then, at that point, in Article 1321 of the Criminal Code, it is expressed that there is no legitimate arrangement assuming the understanding was given unintentionally or acquired by intimidation or extortion. From Articles 1320 and 1321 of the Criminal Code, we can get that assuming a specialist is compelled to consent to a deal to avoid working in a comparable organization after he leaves his past working environment, then, at that point, the understanding is invalid and can be dropped. However, the emphasis is not only on coercion but whether the agreement's contents contain a legal cause. As explained above, the non-competition clause is against the Manpower Act and the Human Rights Act; in our opinion, the non-compete clause is null and void, so it does not bind (Suherman et al., 2021).

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Severance pays

As made sense of over, assuming workers are an agreement worker in light of anIndefinite Time Employment Agreement, and the organization ends the work arrangement, then workers are qualified for pay in how much the wages until the lapse of the term of the work understanding(Schoukens& Barrio, 2017). In any case, if workers are long-lasting representatives in light of an Indefinite Time Employment Agreement, where the business visionary ends the working relationship with the specialist/worker after getting an assurance from the modern relations question settlement establishment, then, at that point, Article 156 passage (1) The Manpower Act states: In case of end of work, the business visionary is expected to pay severance pay or potentially tip for quite a long time of administration and pay for privileges that ought to have been getting (Schoukens& Barrio, 2017).

The laws govern workers.

The arrangements in the public work guidelines in regards to cutbacks, on a basic level, express those different gatherings; for this situation, bosses, laborers, worker's guilds, and the public authority should endeavor to keep cutbacks from happening (article 151 section (1) of Law 13/2003 related to article 37 passage (1) PP 35/2021). Furthermore, PP 35/2021 in Chapter V, specifically regulates termination of Employment, with details (Kramer et al., 2018); 1) Article 36 concerning various reasons underlying the occurrence of layoffs. The layoff is the basis for determining the calculation of the rights due to layoffs that workers can obtain. 2) Article 37 to Article 39 concerning Procedures for Termination of Employment from the stage of notification of termination of Employment is submitted until layoffs within the company are carried out. Moreover, if the cutback does not agree, the following stage is helped out through the modern relations debate settlement instrument as per the arrangements of the regulation (Tulende et al., 2021). 3) Article 40 to Article 59 concerning Rights Due to Termination of Employment, specific as severance pay, administration grant cash, remuneration for qualifications, and division pay. The estimation depends on the explanation/essential for the excusal.

The international labor standards govern layoffs.

International labor law instruments also recognize protection from arbitrary layoffs(Kuddo, 2018). ILO Convention No. 158 of 1982 concerning Termination of Employment mentions things that must be considered in dismissal actions, namely: Basically, cutbacks should be completed as cautiously as conceivable because the choice to lay off laborers influences relatives (who are the specialists' wards). Since the social impacts of cutbacks extensively affect the existence of laborers and their families, a prudent rule is required. A representative cannot be ended except if there is a legitimate justification for the end, and it is directed in the regulation of every country. In expansion, every nation should likewise direct cutback rules that incorporate techniques for completing cutbacks, purposes behind cutbacks, and the remuneration that specialists are qualified to forget, as indicated by the justification for the excusal forced (Blanpain&Bisom-Rapp,2014).

Lawful Protection for Workers for Certain Time Work Agreements during a Pandemic Period Legal security for work as controlled in Law 13/2003 intends to guarantee an amicable working connection between laborers/workers and managers with practically no tension from the gatherings in question(Hamid, 2021). Solid to the feeble. Like this, business visionaries who are socio-financially have a solid position are obliged to assist the assurance arrangements per the appropriate regulations and

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guidelines. Privileges are given to freedoms advocates who are frequently known as lawful personalities and ordinary people and can likewise be non-regular lawful elements, particularly legitimate elements given lawful inventions", regarding lawful securitythat is generally connected with power. Two powers are generally a worry, specifically government power and economic power. According to government power, the issue of lawful security for individuals (who are administered) is against the public authority (Ramadhan et al., 2021).

Corresponding to financial power, the issue of legitimate assurance is security for the frail (economy) against the solid (economy), for instance, insurance for laborers against managers". Lawful insurance is all endeavors to satisfy freedoms and give help to give a feeling of safety to witnesses or potentially casualties, lawful security of wrongdoing casualties as a feature of local area assurance, can be acknowledged in different structures, for example, through the arrangement of compensation, remuneration, clinical benefits, and legitimate help (Rejda, 2015). Legal insurance is given to lawful subjects as preventive and oppressive apparatuses, both oral and composed. One might say that lawful security is a different image of the capacity of the existing law, which has the idea that the law gives equity, request, assurance, advantage, and harmony. The above understanding welcomes a few specialists to offer their viewpoints concerning the significance of lawful insurance; including According to legitimate security is to give assurance to everyday freedoms that others have hurt, and this insurance is given to the local area so they can partake in every one of the privileges conceded by the law (EC, 2011).

Urge each organization chief to promptly make a readiness arrangement despite the COVID-19 pandemic, fully intent on limiting transmission in the work environment and keeping up with business congruity(Baumann et al., 2012). If there are laborers/workers or business people in danger, associated with, or encountering ailment because of COVID-19, then, at that point, taking care steps are completed by wellbeing principles given by the Ministry of Health. Legal security is insurance given to legitimate subjects. The meaning of lawful security is insurance given to legitimate subjects as legal instruments, both preventive and severe, both composed and unwritten. As such, lawful insurance outlines regulation capacity, precisely the idea where the law can give equity, request, conviction, advantage, and harmony. "Similarly, as with work arrangements as a general rule, specific time work arrangements should meet the prerequisites for making material and formal necessities (Alhassan&Poku, 2018).

In-Law Number 13 of 2003, the material prerequisites are directed in Article 52, Article 55, Article 58, Article 59, and Article 60, while the proper necessities are controlled in Article 54 and Article 57. As in Article 58 passage 1 of Law Number 13, in 2003, it was managed that Indefinite Time Employment Agreement could not need a trial period. Thus, if there is anIndefinite Time Employment Agreement that requires a trial period, the trial time frame in the STWA is invalid and void by regulation(Ludera-Ruszel, 2015). Therefore, the STWA becomes Indefinite Time Employment Agreement". "The working conditions in the STWA ought not to be lower than the work conditions contained in association rules or complete work courses of action. Business game plans are made in two copies for each business

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visionary and subject matter expert/laborer for a particular time frame outline. They consider the need to enroll Indefinite Time Employment Agreement, as controlled in Article 13 of the Decree of the Minister of Manpower and Transmigration Number 100/Men/VI/2004. Another copy is added, especially for the association obligated for the local Regency/City Manpower region (Nagy and Való, 2013). Enlistment is finished no later than seven working days after agreeing to the work game plan (Buschet al., 2013).

Terms of understanding the circumstances for the legitimacy of the work arrangement as a component of the arrangement as a general rule, the work understanding should meet the prerequisites for the legitimacy of the understanding, specifically(Webb et al., 2020), understanding of the two players b. capacity or capacity to perform lawful activities. The presence of guaranteed work. The concurred work does not struggle with a public request, ethical quality, and material regulations and guidelines. Article 1338 of the Civil Code is likewise interrelated with arrangements. An arrangement cannot be removed by other means than an understanding of the two players or because of reasons expressed in the law. It is expressed adequately, and an arrangement should be made with honest intentions. Components in an Employment Agreement Elements in a working understanding, a work arrangement can be separated into a few specific components: There is a component of work or work (Selznick, 2020).

There is an element of service or service. There is an element of time 4. There is an element of wages. Division of Work Agreement Article 1603 e paragraph (1) of the Civil Code regulates work agreements for a specific time. Work for a particular time is divided into 3 (three): Work for a specific time where the validity period is determined according to the agreement(Pratama& Ibrahim, 2019). Work for a specific time when the law determines the validity period. Work for a specific time where the validity period is determined according to custom.

Given that the worker's position is lower than that of the employer/entrepreneur, the government must intervene to provide legal protection. Legal protection ensures that justice and protection of human rights (workers) can be guaranteed in the employment relationship, both of which are the goals of legal protection itself. In terms of work agreements, they can be further divided into two, including the Work for an Indefinite Time Employment Agreement. In the world of work, it is often heard that permanent workers are workers with provisions that refer to the laws and regulations in the field of the workforce. Indefinite Time Employment Agreement does not have a period limit for working as long as workers are said to be capable and competent (Kasim et al., 2020).

Many Indonesian citizens do not know the difference between Indefinite Time Employment Agreement, and Indefinite Time Employment Agreement, so they equate the two things. When there is a Force Majeure as it is today, they are the victims of the injustice of the company and the government for the rights that they should get. Regulations issued by the Minister of Manpower related to COVID-19 are nothing but general concerns of the Indonesian people about the transmission of Covid-19, but it is not explained regarding termination and dismissal of workers for a specific time. It is necessary to revise the policy as soon as possible. Although there has been a legal

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umbrella for labor in the form of a law, it has not been able to guarantee and provide a sense of justice, the law's benefits.

Regarding legal protection, because workers for a certain period do not receive various allowances and facilities as received by workers for an indefinite period, it is better to increase the wages given to workers for a certain period. It is undeniable that the relationship between workers and employers is a symbiotic mutualism. Workers without employers are meaningless because they depend on employers for their livelihoods, while employers without workers are useless because the production process will never be carried out without workers. Therefore, the position must be equalized.

Conclusion

We reiterate at the end that this kingdom aims to discuss the law protecting the victims of termination of Employment in Indonesia. Through a study of various existing literature sources, we believe that the essence of this matter has summarized the essential points relevant to answering the core problems of this study with high quality. We feel that this study is very relevant, considering that cases of victims of termination of Employment in Indonesia are prevalent on various occasions. Therefore, a deep understanding is needed in the legal context of the status and fate of the victims of dismissal. The crucial points that we have summarized include the importance of understanding for parties such as individual companies that are victims of government rules and regulations whose purpose is to protect victims of termination of Employment. By understanding the importance of this relationship, it will be precious so that this sad event becomes a shared understanding, especially for companies and other individuals. In addition, an understanding of the conditions felt by the victims of this layoff requires a deep understanding of both the victims and the company, especially the state, so that termination of Employment can be appropriately handled.

Furthermore, it is also essential to understand that the labor law, which is regulated by law article number 38, part 2 of 1999, is also related to human rights to obtain work and their rights regulated by law. In addition, every victim has the right to obtain their rights following the employment agreement, and each victim needs to understand the contracts they hold, and they need to understand the laws governing workers. As for the source of the law in the Indonesian regulations, this law must also rely on comprehensive international standards that are the benchmark for each country to be guided by. So, with a combination of regulations both in the country and laws sponsored by the United Nations, it will become a meaningful guide to save or protect every victim of termination of Employment, especially unilateral termination. Therefore, we believe that this finding will be a valuable input or not. Therefore, constructive input and feedback are needed to minimize studies on protecting victims of termination of Employment.

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References

1. Ahsany, F., Alamsyah, A. F., & Al-Fatih, S. (2020). Legal protection of labor rights during the coronavirus disease 2019 (covid-19) pandemic. *Jurnal Pembaharuan Hukum, 7*(2), 100-115.
2. Alhassan, R. K., & Poku, K. A. (2018). Experiences of frontline nursing staff on workplace safety and occupational health hazards in two psychiatric hospitals in ghana. *BMC Public Health, 18*(1), 1-12.
3. Arnow-Richman, R. (2014). Mainstreaming employment contract law: The common law case for reasonable notice of termination. *Fla.L.Rev., 66*, 1513.
4. Aswindo, M., Ras, A. R., Simon, A. J., & Hanita, M. (2021). Omnibus law on job creation and resilience prospects of Indonesian migrant workers. *Journal of Social and Political Sciences, 4*(4).
5. Baumann, A., Holness, D. L., Norman, P., Idriss-Wheeler, D., & Boucher, P. (2012). The ergonomic program implementation continuum (EPIC): Integration of health and safety-A process evaluation in the healthcare sector. *Journal of Safety Research, 43*(3), 205-213.
6. Blanpain, R., & Bisom-Rapp, S. (2014). *Global workplace: International and comparative employment law cases and materials* Wolters Kluwer.
7. Brudney, J. J. (2010). Reluctance and remorse: The covenant of good faith and fair dealing with American employment law. *Comp.Lab.L.& Poly J., 32*, 773.
8. Busch, I., Cseres-Gergely, Z., & Neumann, L. (2013). Institutional environment of the labor market between September 2011 and August 2012.
9. Cakı, N., Asfuroglu, L., & Erbas, O. (2015). The relationship between the level of attachment in romantic relations, affective commitment and continuance commitment towards organization:-A field research. *Procedia Economics and Finance, 26*, 1007-1013.
10. Cooper, W. H. (2014). Free trade agreements: Impact on US trade and implications for US trade policy.
11. Cunningham, L. A. (2017). Contract interpretation 2.0: Not winner-take-all but best-tool-for-the-job. *Geo.Wash.L.Rev., 85*, 1625.
12. Cypress, B. (2018). Qualitative research methods: A phenomenological focus. *Dimensions of Critical Care Nursing, 37*(6), 302-309.
13. Doeringer, P. B., & Piore, M. J. (2020). *Internal labor markets and workforce analysis: With a new introduction* Routledge.
14. EC, E. (2011). Communication from the commission to the European parliament, the council, the European economic and social committee, and the committee of the regions. *A Roadmap for Moving to a Competitive Low Carbon Economy in, 2050.*
15. Erowati, E. M., & Dewi, I. (2021). Discontinuation of work relationship in the pandemic time covid-19 in indonesian national law. *Media Komunikasi FPIPS, 20*(1), 26-32.
16. Finkin, M. W., VanderVelde, L., Corbett, W. R., & Befort, S. F. (2009). Working group on chapter 2 of the proposed restatement of employment law: Employment contracts: Termination. *Emp.Its.& Emp. Poly J., 13*, 93.
17. Ford, J., Berrang-Ford, L., Biesbroek, R., Araos, M., Austin, S., & Lesnikowski, A. (2015). Adaptation tracking for a post-2015 climate agreement. *Nature Climate Change, 5*(11), 967-969.

ISSN: 0011-9342 | Year 2022
Issue: 1 | Pages: 3131 - 3145

18. Fuhriman, T. C. (2021). Rethinking force majeure in the era of COVID-19: The ironic case for more oppressive shutdowns. *Journal of Legal Studies, 29*(1), 75-105.
19. Hamid, A. (2020). Analysis of the importance of omnibus law Cipta Kerja in Indonesia. *International Journal of Scientific Research and Management, 8*, 236-250.
20. Hamid, A. (2021). The application of the rights and obligations of workers during the covid-19 outbreak in Indonesia: Labor law perspective. *International Journal of Business Ecosystem & Strategy (2687-2293), 3*(3), 26-37.
21. Hanifah, I. (2021). Government policy against unemployment due to termination of Employment. *International Journal Reglement & Society (IJRS), 2*(2), 77-86.
22. Junaedi, U. A. (2020). Analysis of covid-19 impact on law and society. *The Indonesian Journal of International Clinical Legal Education, 2*(3), 219-234.
23. Kasim, U., Hasibuan, F. Y., Reksowibowo, B., & Suganda, A. (2020). Reformulation of work relationships on the outsourcing system in Indonesian order to protect workers' rights. *JL Poly & Globalization, 103*, 66.
24. Kennedy, R. (2020). Legal discourse on the workforce during COVID-19 outbreak. *Law Reform, 16*(1), 70-86.
25. KMS Novyar Satriawan Fikri, Jamri. (2021). Juridical Review of regional regulation number 50 of 2020 concerning health protocols as prevention and control of coronavirus disease 2019 in indragiri her district. *Annals of the Romanian Society for Cell Biology, 25*(6), 5506-5517.
26. Kramer, D., Sampson Thierry, J., & Van Hooren, F. (2018). Responding to free movement: Quarantining mobile union citizens in European welfare states. *Journal of European Public Policy, 25*(10), 1501-1521.
27. Kuddo, A. (2018). Labor regulations throughout the world.
28. Leaven, L., Ahmmad, K., & Peebles, D. (2017). Inventory management applications for healthcare supply chains. *International Journal of Supply Chain Management, 6*(3), 1-7.
29. Ludera-Ruszel, A. (2015). Typical or atypical: Reflections on the atypical forms of Employment illustrated with the example of a fixed-term employment contract-A comparative study of selected European countries. *Comp.Lab.L.& Poly J., 37*, 407.
30. Minot, N. (2018). Contract farming in developing countries: Patterns, impact, and policy implications (6–3). *Case Studies in Food Policy for Developing Countries: Domestic Policies for Markets, Production, and Environment, 2*, 37.
31. Monichino, Q. (2015). Plummeting market prices: Frustration, force majeure, or hardship? *Albert Monichino,' Plummeting Market Prices: Frustration, Force Majeure, Or Hardship.*
32. Nagy, Z. I., & Való, V. (2013). The lawful execution of employer rights is an essential subsystem of corporate governance (a labor case study). *DANUBE: Law, Economics and Social Issues Review, 4*(3), 201-217.
33. Padilla-Díaz, M. (2015). Phenomenology in qualitative educational research: Philosophy as science or philosophical science. *International Journal of Educational Excellence, 1*(2), 101-110.
34. Pratama, K. J., & Ibrahim, Z. (2019). Study on development of Indonesia's remuneration law system. *Available at SSRN 3479666,*
35. Prikasetya, G. (2021). Employment layoff policy during the covid-19 pandemic (comparative legal analysis based on Indonesia and Singapore law). *Corporate and Trade Law Review, 1*(2), 141-153.

ISSN: 0011-9342 | Year 2022
Issue: 1 | Pages: 3131 - 3145

36. Priyono, E. A., Budiharto, B., & Wulandari, A. H. (2019). Regulations for e-commerce agreement according to ict act and title iii of indonesian civil code. *Diponegoro Law Review, 4*(1), 76-88.
37. Rahmatsyah, R. (2019). Reconstruction of article 156 paragraph (1) of law number 13 the year 2003 regarding workforce as A guideline for providing workers' rights based on justice. *Legal Reconstruction in Indonesia Based on Human Rights*.
38. Ramadhan, G., & Diamantina, A. (2020). Complex arrangements for the termination of Employment in the job creation law. *Varia Justicia, 16*(2)
39. Ramadhan, M. R., Kamal, M., & 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.
40. Randi, Y. (2020). Pandemi corona sebagai alasan pemutusan hubungan kerja pekerja oleh perusahaan dikaitkan dengan undang-undang ketenagakerjaan. *Jurnal Yurispruden, 3*(2).
41. Rejda, G. E. (2015). *Social insurance and economic security* Routledge.
42. Richter, M., & König, C. J. (2017). Explaining individuals' justification of layoffs. *Journal of Applied Social Psychology, 47*(6), 331-346.
43. Rogelj, J., Huppmann, D., Krey, V., Riahi, K., Clarke, L., Gidden, M., . . . Meinshausen, M. (2019). A new scenario logic for the Paris Agreement's long-term temperature goal. *Nature, 573*(7774), 357-363.
44. Rogers, M., Siregar, G., & Siregar, S. A. (2020). The existence of Pancasila is A stats fundamental norm of the nation and state of Indonesia in facing economic globalization challenges. *Journal of Advanced Research in Dynamical and Control Systems, 12*(6), 589-595.
45. Rudolph, C. W., Allan, B., Clark, M., Hertel, G., Hirschi, A., Kunze, F., . . . Zacher, H. (2021). Pandemics: Implications for research and practice in industrial and organizational psychology. *Industrial and Organizational Psychology, 14*(1-2), 1-35.
46. Ruslan, R. (2020). COVID-19 fulfilling workers' economic rights positively. *Journal of Morality and Legal Culture, 1*(2), 113-121.
47. Ruslina, E., & Sekarsari, R. (2020). Legal protection of medical staff in hospitals during the covid-19 pandemic era. *International Journal of Latin Notary, 1*(1), 29-35.
48. Schoukens, P., & Barrio, A. (2017). The changing concept of work: When does typical work become atypical? *European Labour Law Journal, 8*(4), 306-332.
49. Selznick, P. (2020). *Law, society, and industrial justice* Quid Pro Books.
50. Sirrullah, T. P., Purwana, D., Susono, J., Rasbi, M., & Yohana, C. (2020). Organizational culture and job satisfaction impact organizational commitments and employee performance. *The International Journal of Social Sciences World (TIJOSSW), 2*(2), 196-204.
51. Stone, K. V., & Arthurs, H. (2013). *Rethinking workplace regulation: Beyond the standard contract of employment* Russell Sage Foundation.
52. Suherman, Y. Y. W., Retnaningsih, S., & Sutrisno, D. S. (2021). The effectiveness of force Majeure on the civil law and doctrine frustration on the standard law system in completing business disputes during the covid 19 pandemic. *PalArch's Journal of Archaeology of Egypt/Egyptology, 18*(7), 2038-2053.
53. Tulende, T. B., Gultom, H. D., & Budianto, A. (2021). Juridical analysis on bipartite negotiation in the employee termination process at pt. j resources bolaang mongondow, indonesia. *International Journal of Social, Policy and Law, 2*(2), 9-21.

ISSN: 0011-9342 | Year 2022
Issue: 1 | Pages: 3131 - 3145

54. Utami, W. K., & Prafitri, N. (2021). The economic impact of the covid-19 pandemic on female workers in serang city, Banten. *Journal of Local Government Issues (LOGOS), 4*(1), 13-29.
55. Webb, A., McQuaid, R., & Rand, S. (2020). Employment in the informal economy: Implications of the COVID-19 pandemic. *International Journal of Sociology and Social Policy.*
56. Worthington, M. (2013). *Differences between Phenomenological Research and a Basic Qualitative Research Design.*