

Juridical Analysis of Normative Rights and Legal Efforts for Termination Worker Due to Do Urgent Violation in Indonesia



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ABSTRACT: Industrial relations between Employers and Workers often causes disputes. Disputes that generally happened between Employers and Workers are disputes for termination of employment. Termination of employment happened for some reasons, one of them is the Worker do an urgent violation. The purpose of this research is to analyze the normative rights and legal efforts of Workers who terminated due to do an urgent violations. The research method is normative juridical who using laws and regulations to analyze the problems. The results of this research found that the normative rights of Workers who terminated due to do an urgent violations are compensation for rights and separation pay (Article 52 Paragraph 2 Government of The Republic of Indonesia Regulation Number 35 Year 2021 concerning Employment Agreement for a Specified Period of Time, Outsourcing, Working Time and Rest Time, and Termination of Employment). Legal efforts that can be taken by Workers who terminated due to do an urgent violations are non litigation legal effort through bipartite and tripartite negotiation (mediation). If the non litigation legal effort can't solve the dispute, then the Worker can take litigation legal effort through The Industrial Relations Court (Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement).

KEYWORDS: Normative rights, legal effort, urgent violation

INTRODUCTION

BACKGROUND

Indonesia as a developing country with high population growth makes Indonesia a country with high human resources potential. A lot of human resources requires proper human resources management, so the human resources can be managed effective and efficient. General employment profile data in Indonesia obtained from the Central Statistics Agency (BPS) of the Republic of Indonesia through the Official News of the State of Indonesian Employment for August 2023, there are total working age populations in Indonesia is 212.59 millions people.¹

The high populations in Indonesia currently in line with development of science and technology which are developing very quickly. This has an impact on human life, such as globalization, modernization, industrialization and so on. One thing that is developing rapidly is industrialization, which is seen by there are so many industries to produce goods and services needed in human life.

Problems in the employment sector are problems that happened in developed and developing countries. Problems happened due of job opportunities are decreasing while the population continues to increase. This is getting worse because of the monetary crisis or global crisis that occurred in various countries, so resulting many companies do massive termination.²

The Indonesian government has released Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement which has a purpose to solve industrial relations disputes that happened in industrial relations practices in Indonesia between Employer and Worker. Article 2 Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement, the types of industrial relations disputes as follows:

- a. Disputes of Rights;
- b. Disputes of Interests;
- c. Disputes over Termination of Employment; and
- d. Disputes among Labor Union within One Company.

¹ Ministry of Labor Republic Indonesia, <https://satudata.kemnaker.go.id/infografik/56>, accessed on 15 March 2024 time 08.30.

² Ida Hanifah, Labor Law in Indonesia, 2020, Medan, Pustaka Prima, 2020, page 5.

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Working world has a complex competition and challenges. Competition intense right now bring a impact that termination is very feared by Workers who are still actively working. Dynamic conditions of political life, followed by unstable economic conditions, had an impact on there are many industrial activities and businesses have to close, so this has an impact directly to the unplan termination. This condition make Worker always be overshadowed by worries and anxiety about when the termination will be their turn.³

Termination dispute is the most common industrial relations disputes that happened in Indonesia. This can be seen from data of industrial relations cases disputes during 2023 released by the Directorate General of Industrial Relations Development and Social Security for Workers in Ministry of Labor Republic of Indonesia as follows :⁴

Table 1. Total Number of Industrial Relation Disputes in Indonesia 2023

No	Industrial Relations Disputes Type	Total Cases
1	Disputes of Rights	2.554
2	Dispute of Interests	387
3	Disputes over Termination of Employment	7.275
4	Dispute among Labor Union within One Company	51
Total		10.267

The article published by Kompas (Indonesia online media) on 07 February 2024 with the title "Termination of Employment Dominate Industrial Relations Cases", stated by the Head of the Center for Employment Policy Development at the Ministry of Labor Republic of Indonesia, Muhyiddin said that "There is a trend of complaints increasing and this is caused by the high awareness of Workers regarding of their rights.

Workers are the weak party when dealing with Employers in the employment termination process. Workers do not understand about their normative rights when termination of employment happened. This causes workers as a weak party always get injustice if face with Employers.⁵

Termination of employment can be caused by various reasons, one of the reasons is because Worker do an urgent violation. Since the Job Creation Law and its derivative regulations released by the Indonesia Government, the term of "Serious Mistakes" which previously used in Act No 13 Year 2003 concerning Manpower, then renamed as "Urgent Violations" as regulated in Government of The Republic of Indonesia Regulation Number 35 Year 2021 concerning Employment Agreement for a Specified Period of Time, Outsourcing, Working Time and Rest Time, and Termination of Employment.

According to the Explanation to Article 52 Paragraph 2 Government of The Republic of Indonesia Regulation Number 35 Year 2021, urgent violations can be regulated in an Employment Agreement, Company Regulations, or Collective Bargaining Agreement so that the Employer can immediately terminate the employment relationship of Worker if Worker do an urgent violation.

Article No 151 Paragraph 1 of Act No 13 Year 2003 concerning Manpower states that, Employers, Workers, Labor Unions and the Government must make every effort to ensure that employment termination do not happen. However, if there is employment termination happened, the important thing is that the Worker knows their normative rights and legal efforts that can be taken by the Worker.

PROBLEM STATEMENT

1. What are the normative rights of Workers who terminated due to do an urgent violation in Indonesia ?
2. How about the legal efforts can be taken by Worker who terminated due to do an urgent violations in Indonesia ?

RESEARCH METHOD

Based on problem that the author has proposed previously, the research method that used is normative legal research. Normative legal research is a legal research that do by library research or document study to written regulations or other legal

³ Parlin Dony Sipayung, Sardjana Orba Manullang, Hendrik Ruben Gelong, Nasrin, Hijriani Martono Aggusti, Annisa Ilmi Faried, Labor Law, 2022, Medan, Yayasan Kita Menulis, page 61.

⁴ Ministry of Labor Republic Indonesia, <https://satudata.kemnaker.go.id/data/kumpulan-data/1648>, accessed on 15 March 2024 time 09.00.

⁵ Ida Hanifah, *Op.cit.*

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materials.⁶ Peter Mahmud Marzuki said that, “Normative legal research is a process to find a legal rule, principle of law and doctrine of law to answer the legal issue faced.”⁷

THEORITICAL FRAMEWORK

Normative Rights of Worker

Normative rights of Worker have 2 (two) parts based on Act No 13 Year 2003 concerning Manpower as follows :⁸

1. Financial Normative Rights
 - a. Wages;
 - b. Religious Holiday Allowance;
 - c. Pension Allowance;
 - d. Housing or Vehicle Facility;
 - e. Overtime Pay;
 - f. Etc.
2. Non Financial Normative Rights
 - a. Political Rights
 - 1) Right to Make Labor Union;
 - 2) Right to be or Not as a Part of Labor Union;
 - 3) Right to Do Strike;
 - 4) Right to Fair Treatment
 - b. Social Rights
 - 1) Leave Right;
 - 2) Right to Leave in Public Holiday;
 - 3) Maternity Leave for Woman Worker.
 - c. Medical Rights
 - 1) Right to Health;
 - 2) Right to Occupational Health and Safety;
 - 3) Right to Rest;
 - 4) Right to Breastfeeding;
 - 5) Right to Get Medical Insurance.

Urgent Violation

Explanation of Article No 52 Paragraph 2 Government of The Republic of Indonesia Regulation Number 35 Year 2021 concerning Employment Agreement for a Specified Period of Time, Outsourcing, Working Time and Rest Time, and Termination of Employment tells that urgent violation can be regulated in an Employment agreement, Company Regulation, or Collective Bargaining Agreement so that the Employer can immediately terminate the employment relationship of Worker, for example in the case of :

- a. Committing fraud, theft or embezzlement of Company property and/or money;
- b. Giving false or falsified information that is detrimental to the Company;
- c. Being drunk, drinking intoxicating liquor, consuming and/or distributing narcotics, psychotropic and other addictive substances in the work environment;
- d. Engaging in immoral acts or gambling in the work environment;
- e. Attacking, abusing, threatening, or intimidating co-workers or the Employer in the work environment;
- f. Persuading a co-worker or the employer to commit an act that is contrary to laws and regulations;
- g. Carelessly or deliberately damaging or leaving the Company’s property in danger of causing harm to the Company;
- h. Carelessly or deliberately leaving a co-worker or the employer in danger in the workplace;
- i. Revealing or divulging Company secrets that should be kept secret, except for the state’s interest; or
- j. Committing other acts within the Company environment which are punishable by imprisonment of 5 (five) years or more.

⁶ Soerjono Soekanto and Sri Mamudji, Normative Legal Research, 2004, Jakarta, Raja Grafindo Persada, page 14.

⁷ Peter Mahmud Marzuki, Legal Research, 2010, Jakarta, Kencana Prenada, page 35.

⁸ Gina Farahnita Manoppo, 2016, Financial and Non Financial Normative Rights of Workers Based on Act No 13 Year 2003 concerning Manpower, Jurnal Lex Privatum, Vol 4, No 3, page 1.

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DISCUSSION

Normative Rights of Termination Worker Due to Do Urgent Violation in Indonesia

Article No 52 Paragraph 2 Government of The Republic of Indonesia Regulation Number 35 Year 2021 concerning Employment Agreement for a Specified Period of Time, Outsourcing, Working Time and Rest Time, and Termination of Employment tells that, an Employer may terminate the employment relationship of a Worker for the reason that the Worker do an urgent violation stipulated in the Employment Agreement, Company Regulation, or Collective Bargaining Agreement, for which the Worker shall be entitled to :

1. Compensation for rights in accordance with the provision of Article 40 Paragraph 4 Government of The Republic of Indonesia Regulation Number 35 Year 2021 concerning Employment Agreement for a Specified Period of Time, Outsourcing, Working Time and Rest Time, and Termination of Employment;

Compensation for rights as mentioned above are :⁹

- a. Annual leave that has not been used and has not been expired;
- b. Costs or fees to return home for Workers and their families to the place where Worker are employed; and
- c. Other matters stipulated in the Employment agreement, Company Regulation, or Collective Bargaining Agreement.

2. Separation pay, the amount of separation pay regulated in an Employment agreement, Company Regulation, or Collective Bargaining Agreement.

Workers who terminated due to do urgent violations, the Worker has a right to get a separation pay which the amount is regulated in the Employment Agreement, Company Regulations, or Collective Bargaining Agreement.¹⁰ Labor regulations in Indonesia does not formulate an understanding or definition of separation pay. Indonesia regulations only states that separation pay is an obligation that must be given by Employers to Worker due to termination of employment for certain reasons. However, this is not followed by the regulation regarding the amount of separation pay.¹¹

Regulations about separation pay are vague because labor regulation in Indonesia regulate the obligation to provide separation pay to Workers who terminated due to do urgent violations, otherwise the regulation does not regulate the amount of separation pay given to Workers. The consequence of this issue is Employer can regulate and determine the amount of separation pay by themselves without any standar minumum set by the Indonesia Government.¹²

Legal Effort for Termination Worker Due to Do Urgent Violation in Indonesia

1. Non Litigation Legal Effort

a. Bipartite Negotiation

Article No 1 Paragraph 10 Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement tells that, bipartite negotiations are negotiations between Worker/Labor Unions and Employers to solve industrial relations disputes. Workers who terminated due to do urgent violations can do a non litigation legal effort such as bipartite negotiation to solve the dispute. Industrial relations dispute settlement through bipartite negotiations is mandatory as stated in Article 3 Paragraph 1 Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement which states that, "Industrial relations disputes must be solved first through bipartite negotiations deliberatively to reach consensus."

Industrial relations disputes settlement through bipartite negotiations that reach an agreement, then a Worker and Employer will make and sign a Collective Agreement (Article 7 Paragraph 1 Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement). Article 7 Paragraph 2 Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement states that the Collective Agreement is binding and become a law and must be performed by the parties. This is a manifestation of the principle of *pacta sunt servanda* which is known in civil law that every agreement legally made is valid as law for those who make it.

Matters agreed upon in bipartite negotiations must be included in the Collective Agreement, one of them is the normative rights of Worker. For example, if termination of employment happened because the Worker do an urgent violation,

⁹ Article No 40 Paragraph 4 Government of The Republic of Indonesia Regulation Number 35 of 2021 concerning Employment Agreement for a Specified Period of Time, Outsourcing, Working Time and Rest Time, and Termination of Employment.

¹⁰ Article No 52 Paragraph 2b Government of The Republic of Indonesia Regulation Number 35 of 2021 concerning Employment Agreement for a Specified Period of Time, Outsourcing, Working Time and Rest Time, and Termination of Employment.

¹¹ Ari Hermawan, 2023, The Meaning and Application of Separation Pay on Employment Termination in Indonesia Labor Law, Jurnal Ius Quia Iustum, Vol 30, No 3, page 7.

¹² Taufiq Yulianto, 2011, Legal Protection for Worker Right Who Resign of Their Own Will, Jurnal Law Reform, Vol 6, No 2, page 11.

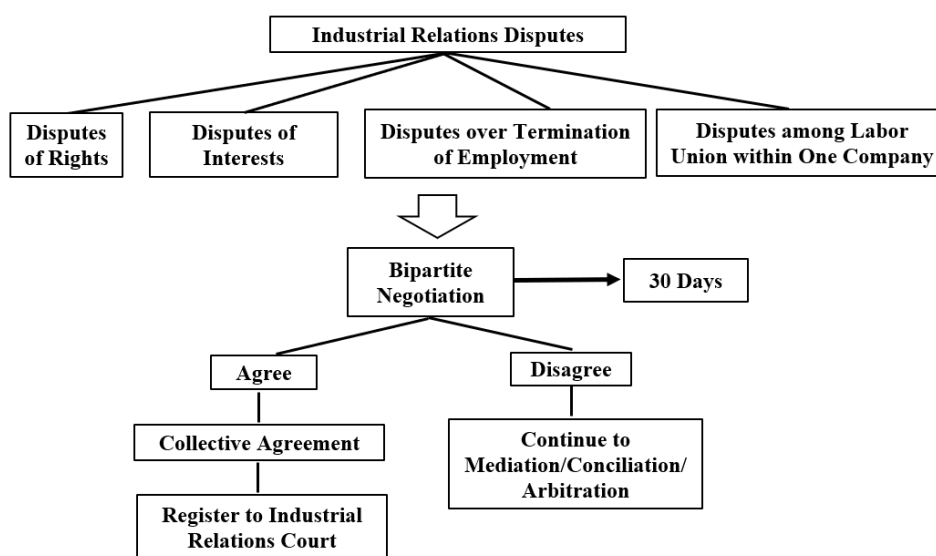
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then the Worker has a normative rights to receive compensation for right and separation pay (Article No 52 Paragraph 2 Government of The Republic of Indonesia Regulation Number 35 of 2021 concerning Employment Agreement for a Specified Period of Time, Outsourcing, Working Time and Rest Time, and Termination of Employment). The provisions on the normative rights of Worker must be included in the Collective Agreement between Employer and Worker.

Collective Agreement between Employer and Worker required to be registered by the parties to the Industrial Relations Court at the Local District Court where the parties conducted the Collective Agreement.¹³ The Collective Agreement will bind the parties as a law (Article 1385 of the Indonesia Civil Code) and according to Article 7 Paragraph 2 Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement, Collective Agreement becomes a law that must be implemented by both parties. Collective Agreement must be registered to the Industrial Relations Court and with this registration, the parties will be given evidence registration which is an inseparable part of the Collective Agreement.¹⁴

Article 3 Paragraph 2 Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement stipulates that settlement of dispute through bipartite negotiation must be settled at the latest within 30 (thirty) working days from commencement of negotiations. If within a time 30 (thirty) working days stipulated, one party refuse to continue negotiations or there had been bargaining which did not result in agreement, then the bipartite negotiations will be considered to failed.¹⁵

The industrial relation disputes settlement flow chart through bipartite negotiations can be seen as follows :



Picture 1. The Industrial Relation Dispute Settlement Flow Chart Through Bipartite Negotiation
Source: Conclusion from Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement.

b. Tripartite Negotiation (Mediation)

There are alternative dispute resolutions to solve industrial relations disputes as regulated on Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement, they are mediation, conciliation and arbitration. This research focus on alternative dispute resolution through mediation because mediation is very popular in industrial relations disputes settlement in Indonesia. Industrial relations disputes settlement through mediation is conducted by a Mediator. Mediation is intervention for a dispute by third party (Mediator), acceptable, impartial and neutral, then helps the Employer and Worker to reach a voluntary agreement on the disputed issue.¹⁶

Mediation is an alternative dispute resolution and culture of the Indonesian nation. The common practice of mediation in Indonesia is mediation conducted with deliberation to reach a consensus. In the last clause of a contract or an agreement in Indonesia, at the dispute resolution section is always followed by the words "if there is any dispute, then will be solved by deliberation to reach a consensus."¹⁷

¹³ Article No 7 Paragraph 3 Government of The Republic of Indonesia Regulation Number 35 of 2021 concerning Employment Agreement for a Specified Period of Time, Outsourcing, Working Time and Rest Time, and Termination of Employment.

¹⁴ Arifuddin Muda Harahap, 2020, Introduction to Labor Law, Batu, CV Literasi Nusantara Abadi, page 148.

¹⁵ Article 3 paragraph 3 Act No 2 Year 2004 concerning Industrial Relations Dispute Settlement.

¹⁶ Ida Hanifah, *Op.cit*, halaman 199.

¹⁷ H Djumadi, 2016, Mediation Institutions as an Alternative (Settlement of Industrial Relations Disputes Through Non-Litigation Channels), Bantul: CV Multi Presindo, 2016, halaman 131.

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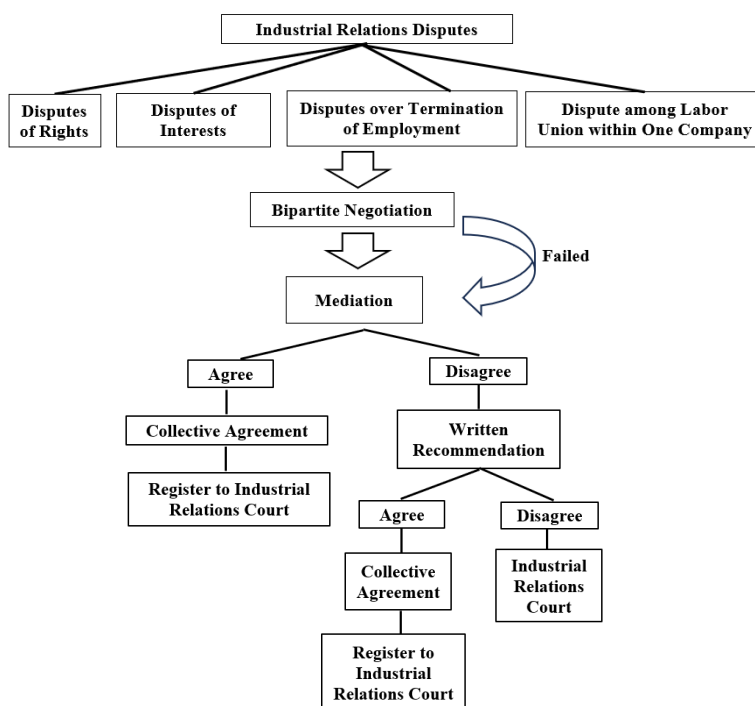
Workers who terminated due to do an urgent violation and bipartite negotiations have been conducted and failed, then the Worker can take legal effort by register the dispute to the Government Labor Office. The purpose of this action is the dispute will be settle by Mediator from Government Labor Office. The process to register the industrial relations disputes to Government Labor Office is conducted by the Worker come to the Government Labor Office and bring a proof that bipartite negotiations have been conducted. Then, after Government Labor Office has examined a proof, Government Labor Office will release Summons for Mediation to the Employer and Worker.

Industrial relations disputes settlement through mediation by Mediator conducted at Government Labor Office. Article No 15 Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement tells that, the Mediator must complete the duties at the latest within 30 (thirty) working days since the dispute received. If an agreement to settle industrial relations dispute through mediation is reached, then a Collective Agreement shall be made and signed by the parties and witnessed by the Mediator, and will be registered at the Industrial Relations Court in the District Court within the jurisdiction where the parties conducting the Collective Agreement, in order to obtain a registration deed.¹⁸

Mediator from Government Labor Office has a obligation to ensure that the substance or content of the Collective Agreement does not conflict with regulations, especially the normative rights of Workers who terminated due to do urgent violations. Workers who terminated due to do urgent violations still have normative rights which must be fulfilled by the Employer. The role of the Mediator is very important in the mediation process to ensure that the normative rights of Workers are fulfilled by the Employer and written in a Collective Agreement.

If the mediation does not reach an agreement, the Mediator will release written recommendation to the Employer and Worker as regulated on Article No 13 Paragraph 2a Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement. In the case of the written recommendation rejected by one or both of the parties, then the parties or one of the parties may continue to settle the dispute to the Industrial Relations Court in the Local District Court.¹⁹

The industrial relations disputes settlement flow chart through mediation can be seen in the picture as follows :



Picture 2. The Industrial Relations Disputes Settlement Flow Chart Through Mediation

Source : Conclusion from Act No 2 year 2004 concerning Industrial Relations Dispute Settlement.

2. Litigation Legal Effort

Worker who do not agree with termination due to urgent violation and the dispute can't solve through non litigation legal effort, then the dispute will be settled through litigation legal effort in Industrial Relations Court. Article No 1 Paragraph 17 Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement tells that Industrial Relations Court is a special court

¹⁸ Article 13 paragraph 1 Act No 2 year 2004 concerning Industrial Relations Disputes Settlement.

¹⁹ Article 14 paragraph 1 Act No 2 year 2004 concerning Industrial Relations Disputes Settlement.

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established within the aegis of the District Court that has the authority to review, bring to court and provide a verdict concerning an industrial relations disputes.

Industrial Relations Court must solve the industrial disputes within a period of 50 (fifty) working days since the first of court session (Article 103 Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement). If the trial runs smoothly, then the number of trials approximately 8 (eight) times as follows :²⁰

- a. First Court Session : Reading of the Lawsuit
 - 1) Both party not attend the court session
 - a) If Plaintiff or the Attorney not attend the court session, then the lawsuit considered abrogated (Article 94 Paragraph 1 Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement);
 - b) If Defendant or the Attorney not attend the court session, then the Judges will continue to examine and decide the dispute without Defendant attendance, the decision called as judgement *verstek* (Article 94 Paragraph 1 Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement).
 - 2) Interval Verdict
 - 3) Withdrawal of Lawsuit
- b. Second Court Session : Defendant Answer
- c. Third Court Session : *Replik* (Plaintiff response for Defendant answer)
- d. Fourth Court Session : *Duplik* (Defendant Answer for Plaintiff *Replik*)
- e. Fifth Court Session : Proofing Session (Plaintiff)
- f. Sixth Court Session : Proofing Session (Defendant)
- g. Seventh Court Session : Conclusion
- h. Eighth Court Session : Judge's Decision

The Industrial Relations Court has a unique characteristic as follows :²¹

1. Special and Limited Authority

Article 56 Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement tells that the Industrial Relations Court is assigned and authorized to investigate and adjudicate :

- a. At the first level regarding disputes on rights;
- b. At the first and final levels regarding disputes on interests;
- c. At the first level regarding disputes on termination of employment;
- d. At the first and final levels regarding disputes among Labor Unions within one company..

2. There are *Ad Hoc* Judges

The specialty of the Industrial Relations Court is that there are *Ad Hoc* Judges proposed by Labor Unions and Employer Organizations.

3. Procedural Law, Time Period and Legal Effort

The prevailing legal proceeding in the Industrial Relations Court is the Civil Law Proceeding prevails at the general court, unless otherwise regulated under Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement. Things that are specifically regulated as follows :

- a. There are provisions for the execution of Collective Agreement (Article 13 Paragraph 3b *juncto* Article 23 Paragraph 3b Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement);
- b. It is necessary to attach minutes of mediation or conciliation when filing a lawsuit (Article 83 Paragraph 1 Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement);
- c. There is an obligation for the Judge to examine the contents of the lawsuit (Article 83 Paragraph 2 Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement);
- d. The Panel of Judges can summon witness or expert witnesses to attend the trial to ask for and hear their statements (Article 90 Paragraph 1 Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement)

4. Legal Representative

One of the privileges of proceedings at the Industrial Relations Court is that the parties can appoint their legal representatives from Labor Unions and Employer Organizations (Article 87 Paragraph 2 Act No 2 Year 2004 concerning Industrial Relations

²⁰ Mashudi, Industrial Relations Dispute Resolution, 2019, Surabaya, CV Jakad Publishing Surabaya, page 231.

²¹ Abdul Khakim, Legal Aspects of Industrial Relations Dispute Settlement, 2015, Bandung, Citra Aditya Bakti, page 123.

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Disputes Settlement). The provisions of Article 87 Paragraph 2 Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement is a *lex specialis* and legal standing for Labor Unions and Employer Organizations to be a legal representatives.

5. Filing a Lawsuit

Filing an industrial relations dispute lawsuit submitted to the District Court where the Worker works and must be attached minutes meeting through mediation or conciliation.

6. Examination

Examinations in proceedings at the Industrial Relations Court are divided into three types as follows :

- a. Examination of the contents of the lawsuit (dismissal process):
- b. Examination of ordinary proceedings:
- c. Examination of speedy proceedings.

7. Court and Execution Fee

Article 58 Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement states that in the proceedings at the Industrial Relations Court, the parties are not charged any fees, including execution fees if the value of the lawsuit is less than Rp. 150,000,000.00 (one hundred and fifty millions rupiah).

CONCLUSION

The normative rights of Worker who terminated due to do urgent violations are compensation for right and separation pay as regulated on Article 52 Paragraph 2 Government of The Republic of Indonesia Regulation Number 35 Year 2021 concerning Employment Agreement for a Specified Period of Time, Outsourcing, Working Time and Rest Time, and Termination of Employment. Compensation for rights as mentioned previously are annual leave that has not been used and has not been expired, costs or fees to return home for Worker and their families to the place where Worker are employed and other matters stipulated in the Employment agreement, Company Regulation, or Collective Bargaining Agreement. Separation pay is also a normative rights for Worker who terminated due to do urgent violation and the amount of separation pay is regulated in the Employment Agreement, Company Regulations, or Collective Bargaining Agreement.

Worker who terminated due to do urgent violation have a legal efforts if do not agree with the termination. Article No 3 Paragraph 1 Act No 2 Year 2004 concerning Industrial Relations Disputes Settlement state that, industrial relations disputes are required to be solved first through bipartite negotiation in deliberation to reach a consensus. Bipartite negotiation is a non litigation legal effort to solve industrial relations dispute. If bipartite negotiation is failed to solve industrial relations dispute, then the disputes will be solve by tripartite negotiation through mediation/conciliation/arbitration. Mediation is very popular in industrial relations disputes settlement in Indonesia. Mediation is conducted by a Mediator from Government Labor Office. If the Worker and Employer reach a consensus at a mediation process, then the Worker and Employer will sign a Collective Agreement. If the Worker and Employer do not reach any consensus at a mediation process, then Mediator will release written recommendation. Written recommendation can be agreed or not by Worker and Employer. If the written recommendation is agreed by the Worker and Employer, then both parties will sign a Collective Agreement. Otherwise, if the written recommendation is not agreed by the Worker and Employer, then the industrial relations disputes will be solved in Industrial Relations Court.

REFERENCES

Books

- 1) Ida Hanifah, Labor Law in Indonesia, Medan, Pustaka Prima, 2020
- 2) Soerjono Soekanto dan Sri Mamudji, Normative Legal Research, Jakarta, Raja Grafindo Persada, 2004
- 3) Peter Mahmud Marzuki, , Legal Research, Jakarta, Kencana Prenada, 2010
- 4) Abdul Khakim, Legal Aspects of Industrial Relations Dispute Settlement, Bandung, Citra Aditya Bakti
- 5) H Djumadi, Mediation Institutions as an Alternative (Settlement of Industrial Relations Disputes Through Non-Litigation Channels), Bantul, CV Multi Presindo, 2016
- 6) Arifuddin Muda Harahap, Introduction to Labor Law, Batu, CV Literasi Nusantara Abadi, 2020
- 7) Parlin Dony Sipayung, Sardjana Orba Manullang, Hendrik Ruben Gelong, Nasrin, Hijriani Martono Agusti, Annisa Ilmi Faried, Labor Law, Medan, Yayasan Kita Menulis, 2022
- 8) Mashudi, Industrial Relations Dispute Resolution, Surabaya, CV Jakad Publishing Surabaya, 2019

Journals

- 1) Gina Farahnita Manoppo, 2016, Financial and Non Financial Normative Rights of Workers Based on Act No 13 Year 2003 concerning Manpower, Jurnal Lex Privatum, Vol 4, No 3

Juridical Analysis of Normative Rights and Legal Efforts for Termination Worker Due to Do Urgent Violation in Indonesia

- 2) Ari Hermawan, 2023, The Meaning and Application of Separation Pay on Employment Termination in Indonesia Labor Law, *Jurnal Ius Quia Iustum*, *Jurnal Ius Quia Iustum*, Vol 30, No 3
- 3) Taufiq Yulianto, 2011, Legal Protection for Worker Right Who Resign of Their Own Will, *Jurnal Law Reform*, Vol 6, No 2

Regulations

- 1) Act No. 2 Year 2004 concerning Industrial Relations Disputes Settlement
- 2) Act No 13 Year 2003 concerning Manpower
- 3) Government of The Republic of Indonesia Regulation Number 35 Year 2021 concerning Employment Agreement for a Specified Period of Time, Outsourcing, Working Time and Rest Time, and Termination of Employment

Data

- 1) Ministry of Labor Republic Indonesia, <https://satudata.kemnaker.go.id/infografik/56>
- 2) Ministry of Labor Republic Indonesia, <https://satudata.kemnaker.go.id/data/kumpulan-data/1648>



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