

Analysis of the Supreme Court Decision on the Calculation of Compensation Based on the Reason for Termination of Employment (Case Study of Supreme Court Decision Number 131 K/Pdt.Sus- PHI/2024)

Agustini Dwi Rahmawati

Faculty of Law, Universitas Negeri Surabaya, Indonesia

agustinidwi.20019@mhs.unesa.ac.id

Abstract

Termination of Employment means the termination of the employment relationship due to certain circumstances that result in the termination of rights and obligations between workers/laborers and employers. This marks the beginning of suffering for both the worker and the worker's family. Therefore, all parties must strive to prevent the occurrence of Termination of Employment. Termination of Employment can occur for several reasons, including: resignation, worker/laborer's fault or employer's error. In the laws and regulations, it has been regulated regarding compensation for Termination of Employment Relations, compensation that must be paid in the form of Severance Pay, Service Period Award Money, Replacement Money and Process Wages. The purpose of this study is to determine whether the Supreme Court Judge's consideration in determining the reasons for termination of employment is appropriate and to understand the difference in compensation based on the reasons for termination of employment. The research method used in this study is normative juridical. The results of the research related to the determination of the reason for the termination of employment are appropriate, but in deciding the compensation, the Judge did not provide the Process Wage in accordance with the applicable laws and regulations.

Keywords: Termination of Employment, Termination Compensation, Process Wages

INTRODUCTION

Article 1 paragraph (3) of the 1945 Constitution (hereinafter referred to as the 1945 Constitution) mandates that "Indonesia is a country based on law". This requires Indonesia to implement and enforce existing laws or can be seen as a reminder that the Indonesian state will base all its actions on existing legal provisions (Simamora 2014) . Article 28D paragraph (2) of the 1945 Constitution affirms "Everyone has the right to work and to receive fair and appropriate compensation and treatment in labor relations". A good working relationship is a relationship developed between workers/laborers and employers as a result of the implementation of work agreements that discuss the rights and obligations of each party (Aziz 2022) .

Employment relationship refers to the relationship between employers and employees based on a work agreement (Hernawan 2023) . This employment agreement can be used as long as the worker/labor still works for the employer, but the contents of this employment agreement can be partially canceled if there are company regulations (Telaumbanua 2020) . If one of the parties violates company regulations, it is obliged to be responsible in accordance with the provisions of company regulations. In labor relations, disputes often arise between employers and

workers/laborers. Therefore, the government is obliged to protect the rights of workers and employers in a regulatory or technical manner in conducting employment relations. Because the main purpose of Labor law is to protect the public interest.

In Indonesia, the government has implemented a number of regulations to address labor issues. These regulations aim to protect all parties, especially protecting workers from violations of their constitutional rights. This is because, in reality, the position of workers/laborers is weaker than employers because workers are the ones who need work while employers are the ones who provide work and income (Hartono 2020) . The imbalance of positions has resulted in workers often being in an unfavorable position and obliged to follow the will of employers (Purnomo 2019)

One of the things that is regulated in a series of Labor Law regulations is the regulation of Termination of Employment (hereinafter referred to as PHK). Layoffs for workers/laborers mark the beginning of suffering for both workers and people who depend on them (their families) (Fauziyah 2021) . Article 151 paragraph (1) of Law Number 13 of 2003 concerning Manpower (hereinafter referred to as the Manpower Law) stipulates that "employers, workers/laborers, trade unions/labor unions, and the government, with all efforts must try to prevent layoffs." If "with all efforts" have been made, but layoffs cannot be avoided, the termination of employment must be negotiated by the parties.

In the process of layoffs, employers are obliged to pay attention to the compensation that must be received by workers/laborers, this obligation is regulated in Article 156 paragraph (1) of the Manpower Law in conjunction with Article 40 paragraph (1) of Government Regulation No. 35 of 2021 concerning Certain Time Work Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment (hereinafter referred to as PP No. 35 of 2021) which reads "In the event of layoffs, employers are required to pay severance pay and/or long service pay, and compensation for rights that should have been received".

In addition to the above compensation, workers/laborers are also entitled to receive process wages. Employers must continue to pay wages to workers/laborers as long as the settlement of Industrial Relations Disputes has not been completed in accordance with the provisions of Article 81 number 49 of Law Number 6 of 2023 concerning the stipulation of Government Regulations in Lieu of Law Number 2 of 2022 concerning Job Creation into Law (hereinafter referred to as Law No.6 of 2023), between Article 157 and Article 158 one article is inserted, namely Article 157A so that it reads as follows:

- (1) "During the settlement of Industrial Relations Disputes, Employers and Workers/Laborers must continue to carry out their obligations;
- (2) Employers can suspend workers/laborers who are in the process of termination of employment by continuing to pay wages and other rights that workers/laborers usually receive;
- (3) The implementation of the obligations as referred to in paragraph (1) shall be carried out until the completion of the Industrial Relations Dispute resolution process according to its level."

In providing compensation, there are differences in the rights of workers who are dismissed by the company or who resign. Based on the provisions of PP No. 35 of 2021, compensation for workers/laborers is regulated by showing the reasons for dismissal, these reasons can be related to the employer itself or the fault of the worker/laborer.

One of the cases that occurred was between Erich Zulneldy, male, 35 years old, residing at Wadya Graha II Blok D-08, RT.002, RW.008, Delima Village, Tampan District, Pekanbaru City, Riau Province who worked at PT Sumber Alfaria Trijaya, Tbk (Alfamart) Branch Pekanbaru since January 2013. Erich Zulneldy worked as Branch Civil and Mechanical Engineering (ME) then in September 2020, Erich Zulneldy moved departments and rose to the position of Branch Maintenance Coordinator.

As Branch Maintenance Coordinator, Erich is responsible for the repair or renovation of civil and mechanical engineering at Alfamart stores in Riau Province and supervises or monitors the work carried out by workers of partner companies PT Sumber Alfaria Trijaya, Tbk. (Alfamart).

The beginning of the problem was when Erich was assigned by the company to Padang City to supervise and check Alfamart stores that would be opened, because at that time the pandemic was happening, it was required to carry out an antigen as a condition of traveling out of town, where the results of the antigen stated that Erich was positively exposed to covid-19. Erich was ordered to carry out independent isolation at home for 14 days.

On May 11, 2021, Mr. Hilman B. Ambarita as the leader of CV Ambarita, which is one of the partners of PT Sumber Alfaria Trijaya Tbk (Alfamart) in the renovation work of Alfamart stores in Riau province, gave Rp.500,000 to Erich and 4 of his coworkers. Apart from sympathizing because he was in self-isolation, it was also because at that time it was approaching Eid al-Fitr, which was May 13, 2021.

As a result of the money given by Mr. Hilman B Ambarita, Erich and 4 of his team were summoned by the internal auditor team for examination on August 12, 2022. On January 20, 2023, PT Sumber Alfaria Trijaya, Tbk (Alfamart) through Decree Number 002/SDM-SAT-PKU/I-2023 said that Erich and 3 of his coworkers were terminated for violating Article 38 and Article 47 of the Alfamart Company Regulations for 2021-2023.

To settle the Industrial Relations Dispute. Erich sent a letter requesting registration of the Industrial Relations Dispute to the Riau Province Manpower and Transmigration Office. The result of the mediation process is in the form of a recommendation note Number: 560/Disnakertrans-HK/1183 which recommends that PT Sumber Alfaria Trijaya, Tbk. (Alfamart) in terminating the employment relationship with Worker Br. Erich Zulneldy by paying separation pay and the remaining leave in 2022. Against the Mediator's suggestion, Erich did not accept/reject the recommendation of the Riau Province Manpower and Transmigration Office.

On this basis, Erich filed a lawsuit to the Industrial Relations Court at the Pekanbaru District Court. PHI has made a decision, namely decision Number 42/Pdt.sus-PHI/2023/PN Pbr. dated September 14, 2023 which at its core "granted the Plaintiff's claim for in part, declared valid Decree Number: 002/SDM-SAT-PKU/I-2023 dated January 20, 2023 concerning the Termination of the Plaintiff's Employment Relationship due to violation with urgent reasons and sanctioned the Defendant to pay the Plaintiff's rights to termination in the form of compensation money, separation money and cooperative money after deducting the Plaintiff's obligations in the

total amount of Rp3.683,285.00 (three million six hundred eighty three thousand two hundred eighty five rupiah)".

For the Decision, Erich filed a cassation application which then the Supreme Court made a decision, namely Decision Number 131 K/Pdt.Sus-PHI/2024 dated February 26, 2024. The Supreme Court judge corrected the ruling of the Industrial Relations Court, namely: "declare valid Decree Number: 002/SDM-SAT-PKU/I-2023 concerning the Termination of the Plaintiff's Employment Relationship due to a violation of Company Regulations and punish the Defendant to pay to the Plaintiff for termination of employment in the form of severance pay and long service pay in the amount of Rp46,412,106.00 (forty-six million four hundred twelve thousand one hundred and six rupiah)".

The difference in the interpretation of judges at the first instance level and judges at the cassation level on the reasons for the termination of employment and the value of compensation attracts the author's attention. On the basis of these problems, the author then designed a research with the title: "Analysis of the Supreme Court Decision on the Calculation of Compensation Based on the Reasons for Termination of Employment (Case Study of Supreme Court Decision Number 131 K/Pdt.Sus-PHI/2024)". With the formulation of the problem as follows: 1) Is the reason for termination of employment in Supreme Court Decision Number 131 K/Pdt.Sus-PHI/2024 on the basis that Erich Zulneldy received financial assistance because he suffered from Covid-19 justified? 2) Is the amount of compensation due to termination of employment in Supreme Court Decision Number 131 K/Pdt.Sus-PHI/2024 in accordance with the laws and regulations?

METHODS

This research uses normative legal research methods. According to (Soekanto and Mamudji 2007),

"Normative legal research is legal research conducted by examining library materials or secondary data as the basis for research by searching for regulations and literature related to the problem under study".

Normative legal research has the same meaning as doctrinal legal research, which is limited to written regulations or other legal documents. In this research, the author uses a *case approach*, which is used to review and analyze problems that occur in the field. In this research, the author will analyze the Supreme Court Decision to understand the legal considerations used by the Judge in his decision regarding the calculation of compensation based on the reasons for layoffs in Cassation Decision Number 131 K/Pdt.Sus-PHI/2024.

RESULTS AND DISCUSSION

Case Position

In the case of Supreme Court Decision Number 131 K/Pdt.Sus-PHI/2024 is a layoff dispute between Erich Zulneldy (Worker) and PT Sumber Alfaria Trijaya, Tbk (Alfamart) as the employer. Erich Zulneldy has worked since January 17, 2013 as Branch Civil and Mechanical Engineering (ME) then in September 2020 he was promoted to Branch Maintenance Coordinator.

The beginning of the dispute was when Erich was assigned by the company to Padang City to supervise and check the Alfamart store that would be opened, because at that time the pandemic was happening, it was required to carry out an antigen as a condition of traveling out of town, where the results of the antigen stated that Erich was positively exposed to covid-19. Erich was ordered to carry out independent isolation at home for 14 days.

On May 11, 2021, Mr. Hilman B. Ambarita as the leader of CV Ambarita, which is one of the partners of PT Sumber Alfaria Trijaya Tbk (Alfamart) in the renovation of Alfamart stores in Riau province, gave Rp.500,000 to Erich and 4 of his coworkers. Apart from sympathizing with him because he was in self-isolation, it was also because at that time it was approaching Eid al-Fitr, namely May 13, 2021. As a result of the money given by Mr. Hilman B Ambarita, Erich and his 4 team members were summoned by the internal auditor team for examination on August 12, 2022. On January 20, 2023, PT Sumber Alfaria Trijaya, Tbk (Alfamart) through Decree Number 002/SDM-SAT-PKU/I-2023 said that Erich and 3 of his coworkers were terminated for violating Article 38 and Article 47 of the Alfamart Company Regulations for 2021-2023.

In connection with the case of this position, PHI has made a decision, namely decision Number 42/Pdt.sus-PHI/2023/PN Pbr. dated September 14, 2023, which at its subject matter "declares valid Decree Number: 002/SDM-SAT-PKU/I-2023 dated January 20, 2023 concerning the Termination of the Plaintiff's Employment Relationship due to violation with urgent reasons and sanctions the Defendant to pay the Plaintiff's rights upon termination of employment in the form of compensation money, separation money and cooperative money after deducting the Plaintiff's obligations in the total amount of Rp3,683,285.00 (three million six hundred eighty-three thousand two hundred eighty-five rupiah)".

Upon the verdict, Erich filed a cassation petition and then the Supreme Court made a decision, namely verdict Number 131 K/Pdt.Sus-PHI/2024 dated February 26, 2024. The Supreme Court judge amended the verdict to "declare valid Decree Number: 002/SDM-SAT-PKU/I-2023 concerning the Termination of the Plaintiff's Employment Relationship due to a violation of Company Regulations and punish the Defendant to pay to the Plaintiff for termination of employment in the form of severance pay and long service pay in the amount of Rp46,412,106.00 (forty-six million four hundred twelve thousand one hundred and six rupiah)".

Discussion

1. Analysis of the reasons for Termination of Employment in Supreme Court Decision Number 131 K/Pdt.Sus-PHI/2024 on the basis that Erich Zulneldy received financial assistance because he suffered from Covid-19

According to Article 1 paragraph 25 of the Manpower Law, "Termination of Employment is the termination of employment relationship due to a certain matter which results in the end

of rights and obligations between workers/laborers and employers". Layoffs can occur for several reasons, one of which is layoffs by employers, including:

- a. Layoffs by Employers who suffer losses based on the provisions of Article 81 number 45 of Law No.6 of 2023, between Article 154 and Article 155, 1 (one) article is inserted, namely Article 154A so that it reads as follows:
 - a) "The company conducts a merger, consolidation, takeover, or separation of companies and workers/laborers are not willing to continue working relations or employers are not willing to accept workers/laborers;
 - b) The company carried out efficiency followed by the closure of the company or not followed by the closure of the company due to the company experiencing losses;
 - c) Company closure caused by the company experiencing continuous losses for 2 (two) years;
 - d) Company closure due to *force majeure*;
 - e) The company is in a state of suspension of debt payment obligations;
 - f) The company is bankrupt;"

Based on the above statement, employers can conduct layoffs if they experience losses/bankruptcy. To minimize losses, employers usually conduct layoffs for efficiency. Companies lay off their workers for reasons of efficiency, with the aim of reducing the burden on the company and allowing the company to continue operating, in fact in the Manpower Law never recognizes the reasons for layoffs based on efficiency (Mayuni and Hikmawati 2020) .

- b. Dismissal by employers due to worker/labor misconduct as stipulated in Article 81 of Law No.6 of 2023, between Article 154 and Article 155 of the Manpower Law, 1 (one) article is inserted, namely Article 154A (points j-m) so that it reads as follows:
 - a) "Workers/laborers are absent for 5 (five) or more consecutive working days without a written explanation equipped with valid evidence and have been summoned by the employer 2 (two) times properly and in writing;
 - b) The worker/labor violates the provisions stipulated in the work agreement, company regulation, or collective bargaining agreement and has previously been given the first, second, and third warning letters consecutively each valid for a maximum of 6 (six) months unless otherwise stipulated in the work agreement, company regulation, or collective bargaining agreement;
 - c) The worker/labor does not perform work for 6 (six) months as a result of being detained by the authorities for allegedly committing a criminal offense;
 - d) The worker/labor experiences prolonged illness or disability due to a work accident and is unable to perform his/her job after exceeding the limit of 12 (twelve) months."

In PHI Decision No. 42/Pdt.Sus-PHI/2023/PN Pbr the Judge decided the termination of the employment relationship between the Plaintiff and the Defendant due to breach with urgent reasons. Erich Zulneldy received money from Mr. Hilman B Ambarita as Head of CV.

Ambarita in the amount of Rp500,000.00, the money was transferred to Erich's wife's account. According to the explanation of Mr. Hilman B Ambarita, the money was assistance when Erich was positive for Covid-19.

For receiving the money given by Mr. Hilman, Erich is suspected to have committed the crime of gratification. However, this action has not been proven to cause losses to the company, so it still needs proof to declare that Erich committed the crime of gratification.

In point 3 letter a SEMENAKERTRANS 2005 confirms that, "employers who will terminate employment on the grounds that workers / laborers have committed serious mistakes, can terminate employment after a criminal judge's decision has permanent legal force". This means that gross misconduct / committing a criminal offense listed in Article 81 number 45 in addition to Article 154A paragraph (1) letter k of Law No.6 of 2023 can be used as a basis for dismissing workers if there is an *inkracht* criminal court decision stating that Erich Zulneldy is legally proven to have committed the crime of gratuity. Based on the explanation above, it can be concluded that the Decree on termination of employment between Erich and the Company is not due to a violation on urgent grounds because there has been no *inkracht* criminal court decision stating that Erich Zulneldy has been legally proven to have committed a criminal act of gratification.

Meanwhile, in Supreme Court Decision Number 131 K/Pdt.Sus-PHI/2023, it was decided that "the Decision Letter Number: 002/SDM-SAT-PKU/I-2023 dated January 20, 2023 regarding the termination of the Plaintiff's employment due to violation of company regulations is valid". Erich's actions in accepting money of Rp500,000.00 from Mr. Hilman B. Ambarita as a partner of PT Sumber Alfaria Trijaya, Tbk (Alfamart) and not reported by Erich Zulneldy to the Company is an act that violates the provisions of Articles 38 and 47 of the Company Regulation of PT Sumber Alfaria Trijaya, Tbk (Alfamart) for 2021-2023 with sanctions in the form of Termination of Employment. The following are the provisions of the articles that have been violated by Erich Zulneldy:

- "38. It is a guideline for employee behavior in supporting good corporate governance. The employee behavior referred to is as follows:
4. Employee behavior based on the principle of independence (Independence) includes:
 - i. Submitting gifts in the form of money (Physical or electronic) from external sources, to the Finance team."

In fact, Erich Zulneldy did not report the provision of money from Mr. Hilman B. Ambarita until PT Sumber Alfaria Trijaya, Tbk (Alfamart) learned about it from a third party. When examined by the auditor Erich Zulneldy wanted to hand over the money to the Company, but the Company refused on the grounds that the case had entered the audit stage. Erich Zulneldy also violated the provisions of Article 47 paragraph (2) letters a, b and c of the Company Regulations of PT Sumber Alfaria Trijaya, Tbk. (Alfamart) for 2021 - 2023, which reads:

- "47. Termination of Employment Due to Misconduct Termination of Employment by the Company may also occur if the employee:
2. Committing one or more acts of urgent violations including but not limited to:

- a. Conducting efforts and/or actions aimed at obtaining or gaining benefits and/or interests of oneself and/or others in carrying out duties and work;
- b. Accepting from anyone gifts, grants, or kickbacks in any form to do things that can harm, reduce profits, and/or deduct costs, fees, or expenses of the Company.
- c. abuse of authority and/or position for the interests and/or benefits of self and/or others;"

Erich Zulneldy admitted to the act of receiving money from Mr. Hilman B. Ambarita as a partner of PT Sumber Alfaria Trijaya, Tbk. (Alfamart), even though as a favor it still violates company regulations. After carefully studying the contents of the Supreme Court Decision Number 131 K/Pdt.Sus-PHI/202, the author is of the opinion that the implementation of Erich Zulneldy's termination on the basis of violating Company Regulations is in accordance with the provisions of Article 81 number 45 in addition to Article 154A paragraph (1) letter k of Law No.6 of 2023 in conjunction with Article 52 of Government Regulation Number 35 of 2021.

1. Analysis of the amount of compensation due to termination of employment in Supreme Court Decision Number 131 K/Pdt.Sus-PHI/2024

The layoff process is a process that is not simple for the Company and also for workers/laborers, despite the fact that the layoff process is a normative dynamic process and a natural thing to do in connection with the Company's working relationship with workers/laborers. In the process of resolving employment disputes, the calculation of compensation for workers/laborers must prioritize the principles of justice and the principle of decent (Junaedi, Haryani Putri, and Ricardo 2023) .

With the end of the employment relationship, there are rights that must be given by employers as stated in Article 156 paragraph (1) of the Manpower Law in conjunction with Article 40 paragraph (1) of Government Regulation No. 35 of 2021 which reads "In the event of termination of employment, employers are required to pay severance pay and/or long service pay, and compensation for rights that should have been received."

Before further analyzing the amount of compensation money, it is necessary to know that the provision of compensation is different for workers who are dismissed by the company or who resign in accordance with the provisions of PP No. 35 of 2021. The provisions in question are as follows:

- a. Article 41 of Government Regulation No. 35 of 2021 reads:

"Employers can terminate the employment of workers/laborers due to the reason that the Company is merging, consolidating or separating the Company and workers/laborers are not willing to continue the employment relationship or employers are not willing to accept workers/laborers, then workers/laborers are entitled to:

 - a. severance pay amounting to 1 (one) times the provisions of Article 40 paragraph (2):
 - b. long service award money amounting to 1 (one) time the provisions of Article 40 paragraph (3); and

- c. compensation in accordance with the provisions of Article 40 paragraph (4)."
- b. Article 44 of Government Regulation No. 35 of 2021, reads:
 - (1) "Employers can terminate the employment of workers/laborers due to the reason that the company is closed due to the company experiencing losses continuously for 2 (two) years or experiencing losses not continuously for 2 (two) years, workers/laborers are entitled to:
 - a. severance pay of 0.5 (zero point five) times the provisions of Article 40 paragraph (2);
 - b. long service award money amounting to 1 (one) time the provisions of Article 40 paragraph (3); and
 - c. compensation in accordance with the provisions of Article 40 paragraph (4).
 - (2) Employers can terminate the employment of workers/laborers due to the reason that the company is closed which is not caused by the company experiencing losses, then workers/laborers are entitled to:
 - a. severance pay amounting to 1 (one) times the provisions of Article 40 paragraph (2);
 - b. long service award money amounting to 1 (one) time the provisions of Article 40 paragraph (3); and
 - c. compensation in accordance with the provisions of Article 40 paragraph (4)."
- c. Article 50 of Government Regulation No. 35 of 2021 reads:

"Workers/Laborers who resign on their own volition and meet the requirements as referred to in Article 36 letter i, are entitled to:

 - a. compensation money in accordance with the provisions of Article 40 paragraph (4); and
 - b. separation money whose amount is stipulated in the Work Agreement, Company Regulation, or Collective Labor Agreement."
- d. Article 52 paragraph (1) of Government Regulation No. 35 of 2021 reads:

"Employers can terminate the employment of workers/laborers due to the reason that workers/laborers violate the provisions stipulated in the Work Agreement, Company Regulations, or Collective Labor Agreement and have previously been given the first, second, and third warning letters in a row, then workers/laborers are entitled to:

 - a. severance pay of 0.5 (zero point five) times the provisions of Article 40 paragraph (2);
 - b. long service award money amounting to 1 (one) time the provisions of Article 40 paragraph (3); and
 - c. compensation in accordance with the provisions of Article 40 paragraph (4)."
- e. Article 52 paragraph (2) of Government Regulation No. 35 of 2021 reads:

"Employers can terminate the employment of workers/laborers due to the reason that workers/laborers commit urgent violations stipulated in the Work Agreement, Company Regulations, or Collective Labor Agreement, workers/laborers are entitled to:

 - a. compensation money in accordance with the provisions of Article 40 paragraph (4); and
 - b. separation money whose amount is stipulated in the Work Agreement, Company Regulation, or Collective Labor Agreement."
- f. Article 56 of Government Regulation No. 35 of 2021 reads:

"Employers can terminate the employment of workers/laborers due to the reason that workers/laborers enter retirement age, workers/laborers are entitled to:

- a. severance pay of 1.75 (one point seventy-five) times the provisions of Article 40 paragraph (2);
- b. long service award money amounting to 1 (one) time the provisions of Article 40 paragraph (3); and
- c. compensation in accordance with the provisions of Article 40 paragraph (4)."
- g. Article 57 of Government Regulation No. 35 of 2021 reads:
"Termination of employment due to the reason that the worker/laborer dies, then the heirs are given a sum of money with the same calculation as:
 - a. severance pay amounting to 2 (two) times the provisions of Article 40 paragraph (2);
 - b. long service award money amounting to 1 (one) time the provisions of Article 40 paragraph (3);
 - c. and compensation pay in accordance with Article 40 paragraph (4)."

In giving compensation money, it is influenced by the length of service of workers/laborers who are laid off. The amount of severance pay according to the provisions of Article 40 paragraph (2) of Government Regulation No. 35 of 2021, is determined at least as follows:

- a. "Service period of less than 1 (one) year, 1 (one) month's wage;
- b. service period of 1 (one) year or more but less than 2 (two) years, 2 (two) months wages;
- c. service period of 2 (two) years or more but less than 3 (three) years, 3 (three) months wages;
- b. service period of 3 (three) years or more but less than 4 (four) years, 4 (four) months wages;
- c. service period of 4 (four) years or more but less than 5 (five) years, 5 (five) months wages;
- d. service period of 5 (five) years or more, but less than 6 (six) years, 6 (six) months wages;
- e. service period of 6 (six) years or more but less than 7 (seven) years, 7 (seven) months wages.
- f. service period of 7 (seven) years or more but less than 8 (eight) years, 8 (eight) months wages;
- g. service period of 8 (eight) years or more, 9 (nine) months wage."

Then for the amount of long service award money based on the provisions of Article 40 paragraph (3) of Government Regulation No. 35 of 2021, it is stipulated as follows:

- a. "service period of 3 (three) years or more but less than 6 (six) years, 2 (two) months wages;
- b. service period of 6 (six) years or more but less than 9 (nine) years, 3 (three) months wages;
- c. service period of 9 (nine) years or more but less than 12 (twelve) years, 4 (four) months wages;
- d. service period of 12 (twelve) years or more but less than 15 (fifteen) years, 5 (five) months wages;
- e. service period of 15 (fifteen) years or more but less than 18 (eighteen) years, 6 (six) months wages;

- f. service period of 18 (eighteen) years or more but less than 21 (twenty-one) years, 7 (seven) months wages;
- g. service period of 21 (twenty-one) years or more but less than 24 (twenty-four) years, 8 (eight) months wages;
- h. service period of 24 (twenty-four) years or more, 10 (ten) months' wages."

In the case of termination of employment between Erich Zulneldy and PT Sumber Alfaria Trijaya, Tbk. (Alfamart), the termination of employment was carried out due to Erich Zulneldy's actions who received money from Mr. Hilman B.. Ambarita, the head of CV Ambarita as the Company's partner without reporting the money to the Company. This action is contrary to Articles 38 and 47 of the Company Regulation of PT Sumber Alfaria Trijaya, Tbk (Alfamart) for 2021-2023. Which means, the termination was carried out on the basis that Erich Zulneldy violated the Company's Regulations. So according to the provisions in Article 52 paragraph (1) of PP No. 35 of 2021, Erich is entitled to "severance pay of 0.5 times the provisions of Article 40 paragraph (2), long service pay of 1 time the provisions of Article 40 paragraph (3) and compensation pay in accordance with the provisions of Article 40 paragraph (4)".

Erich began working at PT Sumber Alfaria Trijaya, Tbk (Alfamart) since January 17, 2013 and was dismissed from his job through Decree Number 002/SDM-SAT-PKU/I-2023 dated January 20, 2023. With a work period of 10 years and a wage of Rp. 5,168,386, the compensation received by Erich Zulneldy is:

Compensation Rights Under the Provisions of Government Regulation No. 35 of 2021

No.	Types of Compensatory Rights	Amount (Rp)
1.	Severance Pay: $0.5 \times 9 \times \text{Rp. } 5,168,386$	Rp. 23,257,737
2.	Long Service Award Money: $1 \times 4 \times \text{IDR } 5,168,386$	Rp. 20,673,544
3.	Reimbursement of Rights: Remaining leave: $\frac{12}{25} \times \text{Rp. } 5,168,386$	Rp. 2,480,825
Total		Rp. 46,412,106

Based on the calculation of compensation rights according to the provisions of PP No. 35 of 2021, the verdict of the Supreme Court No. 131 K/Pdt.Sus-PHI/2023 is appropriate because it contains compensation rights of IDR 46,412,106.00. However, in addition to the compensation rights of severance pay, long service pay and reimbursement of rights, the Supreme Court Judge should have also added process wages. Employers must still pay workers/laborers' wages as long as the Industrial Relations Dispute settlement has not been completed in accordance with Article 81 number 49 of Law No.6 of 2023, between Article 157 and Article 158 one article is inserted, namely Article 157A so that it reads as follows:

- (1) "During the settlement of Industrial Relations Disputes, Employers and Workers/Laborers must continue to carry out their obligations;
- (2) Employers can suspend workers/laborers who are in the process of termination of employment by continuing to pay wages and other rights that workers/laborers usually receive;
- (3) The implementation of the obligations as referred to in paragraph (1) shall be carried out until the completion of the Industrial Relations Dispute resolution process according to its level."

Based on these provisions, there are two possible outcomes in the process of resolving industrial relations disputes: workers/laborers continue to work and receive wages from employers or workers/laborers do not work due to suspension from employers, but they are still entitled to wages and other rights that they usually receive. This is because the employment relationship between workers/laborers and employers does not stop legally until the Industrial Relations Dispute Resolution process is completed. Even if workers/laborers do not perform work, this does not violate the principle of *no work, no pay*. This is because the application of the *no work, no pay* principle applies only if the worker/laborer does not perform his/her work of his/her own free will. Meanwhile, dismissed workers/laborers are unable to carry out their duties due to the intervention of the employer.

In the formulation of Special Civil Law letter f of Supreme Court Circular Letter No. 3 of 2015 concerning the Application of the Formulation of the Results of the Plenary Meeting of the Supreme Court Chamber in 2015 as Guidelines for the Implementation of Tasks for the Courts (hereinafter referred to as SEMA N0.3 of 2015) reads:

"After the Constitutional Court Decision Number 37/PUU-IX/2011, dated September 19, 2011 related to process wages, the contents of the verdict are Punishing Employers to Pay Process Wages for 6 Months. Excess time in the PHI process as referred to in Law Number 2 Year 2004 concerning Industrial Relations Dispute Resolution is no longer the responsibility of the parties."

On January 20, 2023, Erich Zulneldy was asked to hand over the Employee ID Card and return the Inventory car to the company by signing the Employee ID Card and car handover letter. The ID Card is usually used to scan barcodes and access to attendance with finger scans when entering work and when finishing work. Which means, Erich is no longer allowed to work and do attendance. In accordance with the provisions in Article 81 number 49 of Law No.6 of 2023, between Article 157 and Article 158 one article is inserted, namely Article 157A and SEMA N0.3 of 2015, Erich is entitled to process wages for 6 months. The following is the calculation of compensation that should be received by Erich Zulneldy:

Compensation Rights

No.	Types of Compensatory Rights	Amount (Rp)
1.	Severance Pay: $0.5 \times 9 \times \text{Rp. } 5,168,386$	Rp. 23,257,737
2.	Long Service Award Money: $1 \times 4 \times \text{IDR } 5,168,386$	Rp. 20,673,544
3.	Reimbursement of Rights: Remaining leave: $\frac{12}{25} \times \text{Rp. } 5,168,386$	Rp. 2,480,825
4.	Process Wages: $6 \times \text{Rp. } 5,168,386$	Rp. 31,010,316
Total		IDR 77,422,422

The decision of the Supreme Court Judge not to award process fees is contrary to the provisions of Article 81 number 49 of Law No.6 of 2023, between Article 157 and Article 158 one article is inserted, namely Article 157A and SEMA N0.3 of 2015.

CLOSING

Conclusion

Based on the formulation of the problem and the results of the discussion that has been described in the previous chapters, the following conclusions can be drawn:

1. That the reason for termination used by the Employer against workers is due to violations committed workers by accepting money from the Employer's partners, in the company regulations of PT Sumber Alfaria Trijaya it has been regulated that workers may not accept anything that can harm the company. So in the Supreme Court Decision No. 131 K/Pdt.Sus-PHI/2024, the author argues that the termination on the grounds of violating Company Regulations is in accordance with the provisions of Article 81 number 45 in addition to Article 154A paragraph (1) letter k of Law No.6 of 2023 in conjunction with Article 52 of Government Regulation Number 35 of 2021.
2. The Supreme Court Decision No. 131 K/Pdt.Sus-PHI/2024 has decided that the amount of compensation received by Erich Zulneldy in the form of severance pay, long service pay and reimbursement of rights amounted to Rp.46,412,106.00. The author argues that the decision is not in accordance with the provisions of Article 81 number 49 of Law No.6 of 2023, between Article 157 and Article 158 one article is inserted, namely Article 157A and SEMA N0.3 of 2015. According to the author, Erich is also entitled to 6 months of process wages in the amount of Rp.31,010,316. This means that the total compensation money that Erich must receive is Rp.77,422,422.

Advice

Based on the results of the discussion above, the author provides the following suggestions:

1. Supreme Court Judges

The decision of the Panel of Judges of the Supreme Court is contrary to Law Number 6 of 2023 and SEMA No. 3 of 2015. The Panel of Judges of the Supreme Court must be more

careful in providing legal considerations in court so that they can produce the right decision.

2. Entrepreneur

The company must socialize Company Regulations properly to all Employees and in providing layoff compensation money must be in accordance with applicable regulations.

3. Workers

Workers should not violate Company Regulations that have been approved by the Ministry of Manpower of the Republic of Indonesia. If something similar happens to Erich, the Worker needs to negotiate with the Employer. Negotiations are carried out with the aim that workers can obtain their rights appropriately.

BIBLIOGRAPHY

Journal

- Aziz, Abdul. 2022. "Jurnal Surya Kencana Dua: Dinamika Masalah Hukum Dan Keadilan Vol.9 Nomor 2 Desember 2022." 9(2):174–82.
- Fauziyah. 2021. "Pemutusan Hubungan Kerja Pada Masa Pandemi Covid-19 Perspektif Fiqih Muamalah." Institut Agama Islam Negeri Purwokerto.
- Hartono, Edi. 2020. "Problematika Pelaksanaan Undang-Undang Nomor 13 Tahun 2003 Tentang Ketenagakerjaan Terhadap Perjanjian Kerja Waktu Tertentu Di PT. Graha Mandala Sakti." *Jurnal Ilmu Hukum* Volume 7(Nomor 1):1–18.
- Hernawan, Ari. 2023. "Makna Dan Penerapan Uang Pisah Pada Pemutusan Hubungan Kerja Dalam Hukum Ketenagakerjaan Indonesia." *Jurnal Hukum Ius Quia Iustum* Volume 30(Nomor 3):475–96. doi: 10.20885/iustum.vol30.iss3.art1.
- Junaedi, Dodi, Anggreany Haryani Putri, and Ofis Ricardo. 2023. "Tinjauan Hukum Pembayaran Kompensasi Bagi Karyawan Yang Diputus Hubungan Kerjanya." *Jurnal Hukum Pelita* 4(2):108–22. doi: 10.37366/jh.v4i2.2672.
- Mayuni, Irva, and Elok Hikmawati. 2020. "Akibat Hukum Terhadap Pemutusan Hubungan Kerja Dengan Alasan Efisiensi." *Forum Ilmiah* Volume 17(Nomor 1):122.
- Purnomo, Sugeng Hadi. 2019. "Pekerja Tetap Menghadapi Pemutusan Hubungan Kerja." *Jurnal Hukum Bisnis Bonum Commune* Volume 2(Nomor 2):137. doi: 10.30996/jhbbc.v2i2.2493.
- Simamora, Janpatar. 2014. "Tafsir Makna Negara Hukum Dalam Perspektif Undang-Undang Dasar Negara Republik Indonesia Tahun 1945." *Jurnal Dinamika Hukum* Volume 14(Nomor 3):547–61. doi: 10.20884/1.jdh.2014.14.3.318.
- Telaumbanua, Dalinama. 2020. "Pertimbangan Hakim Dalam Penyelesaian Perselisihan PHK." *Eksekusi: Journal Of Law* Volume 2(Nomor 1):23–41. doi: 10.24014/je.v2i1.9404.

Legislation

- Undang-Undang Nomor 13 tahun 2003 Tentang Ketenagakerjaan (Lembaran Negara Republik Indonesia Tahun 2003 Nomor 39, Tambahan Lembaran Negara Republik Indonesia Nomor 4279)
- Undang-Undang Nomor 2 Tahun 2004 tentang Penyelesaian Perselisihan Hubungan Industrial (Lembaran Negara Republik Indonesia Tahun 2004 Nomor 6, Tambahan Lembaran

- Negara Republik Indonesia Nomor 4356)
Undang-undang Nomor 6 Tahun 2023 tentang Penetapan Peraturan Pemerintah Pengganti Undang-Undang Nomor 2 Tahun 2022 tentang Cipta Kerja menjadi Undang-Undang (lembaran Negara Republik Indonesia Tahun 2022 Nomor 238, Tambahan Lembaran Negara Republik Indonesia Nomor 6841)
Peraturan Pemerintah No. 35 Tahun 2021 tentang Perjanjian Waktu Kerja Tertentu, Alih Daya, Waktu Kerja dan Pemutusan Hubungan Kerja dan pasal-pasal dari Peraturan perundangan lain yang bersangkutan (Lembaran Negara Republik Indonesia Tahun 2021 Nomor 45, Tambahan Lembaran Negara Republik Indonesia Nomor 6647)
Putusan Mahkamah Konstitusi Nomor 012/PUU-I/2003 Perihal Permohonan Pengujian UU Ketenagakerjaan Terhadap UUD 1945
Surat Edaran Menteri Tenaga Kerja dan Transmigrasi Nomor: SE.13/MEN/SJ-HK/I/2005 Tentang Putusan Mahkamah Konstitusi Atas Hak Uji Materil UU Ketenagakerjaan Terhadap UUD 1945
Surat Edaran Mahkamah Agung No. 3 Tahun 2015 tentang Pemberlakuan Rumusan Hasil Rapat Pleno Kamar Mahkamah Agung Tahun 2015 Sebagai Pedoman Pelaksanaan Tugas Bagi Pengadilan