

TYPE: RESEARCH ARTICLE

The Fulfilment of Workers' Rights in the Dimension of Human Rights based on Indonesian Manpower Law

Ali Imron¹✉, Hermawan Rizki Humawa²

^{1,2} University of Pamulang, Banten, Indonesia

✉ Corresponding Email: ali_imron@gmail.com

Citation:

Imron, A., & Humawa, H. R. (2021). The Fulfilment of Workers' Rights in the Dimension of Human Rights based on Indonesian Manpower Law. *IJCLS (Indonesian Journal of Criminal Law Studies)*, 6(1), 37-52.

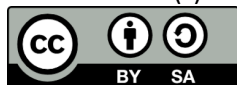
History of Article

Submitted: January 25, 2021

Revised: March 30, 2021

Accepted: April 30, 2021

© The Author(s)



This work is licensed under a [Creative Commons Attribution-ShareAlike 4.0 International License](https://creativecommons.org/licenses/by-sa/4.0/). All writings published in this journal are personal views of the authors and do not represent the views of this journal and the author's affiliated institutions.

IJCLS (Indonesian Journal of Criminal Law Studies) published by Faculty of Law, Universitas Negeri Semarang, Indonesia. Published biannually every May and November.

ABSTRACT

Every worker has the right to earn an income that meets a decent living for humanity, which is regulated in Article 88 paragraph (1) in Law Number 13 of 2003 concerning manpower. However, in reality there are still many companies that ignore the rights of their workers' wages, which should be a normative right that must be fulfilled by the employers of the workers themselves. There are still many companies that fulfill the rights of workers / laborers themselves, which are still very concerning and there are still many companies that ignore the rights of the workers themselves. Which in itself is a current employment problem. And we often see that many layoffs that occur in Indonesia are caused by the dissatisfaction of an entrepreneur with the performance of his workers. In this case it is due to the unfulfilled rights of the workers themselves, especially from the fulfillment of wage or salary rights. With the fulfillment of workers' rights, this can have many positive impacts that occur between employers and workers themselves. In addition to enhancing the harmonious relationship between employers and workers, this can improve the welfare of the workers' economy and will show a good quality of performance for the company and devote all their loyalty to the company. Before carrying out work where the employer provides it, it is necessary to establish a work agreement and a collective labor agreement between the

employer and the worker, in which this is done to protect what should be the right of both parties. And no less important, the problem related to the field of occupational health, is that during a work relationship which is a legal relationship, workers must receive insurance for their health.

KEYWORDS

Legal Protection; Worker; Human Rights; Manpower Act

1 INTRODUCTION

Throughout the history of labor in Indonesia, there have not been many satisfactory solutions to the problem of justice. In general, the fate of workers is always below the level of justice. Efforts for improvement have been carried out a lot, especially in efforts to improve work skills, work discipline, social security, and other efforts which are basically aimed at protecting the interests of the workers themselves. Even the labor factor is a very dominant tool in the life of a nation, therefore labor is a determining factor for the death and life of a nation. However, basically, the balance and balance between workers and employers has not changed at all, and remains unbalanced. So that it often creates problems that generally revolve around the problems of the labor economy itself.

For the government, the labor issue is a complex problem, because it directly concerns the people's economy, which consists mostly of the workers themselves. Problems like this have indeed hit the Indonesian people for a very long time and even these problems are still felt today. Although efforts to overcome this problem have often been raised and carried out, until now they have not shown satisfactory results in the eyes of workers. Even from the time of the Dutch East Indies to the present, the government has issued many regulations regarding labor, including regulations governing the employment relationship between workers and employers. In addition, institutions and organizations that aim to deal with problems that occur in their working relationship are also developed. However, these developments were balanced by developments in technology and economic structures that had a lot to do with this labor problem. Besides that, in addition to the advancement and development of communication and educational technology which also influences the ideology and progress and way of thinking of the workers, so that circulating cases cannot be published. In fact, almost all cases that arise in the scope of labor are rooted

in issues of justice, both regarding social security for workers and problems of hard work discipline and are not balanced with the wages received by workers and so on. Such development and actualization often do not run and develop properly, thus reducing human ability to face various life problems (Hasan, 2005).

In Law Number 13 of 2003 concerning manpower, article 1 point 3 provides that a worker is anyone who works for a wage or remuneration in any form (Asikin, 2004). According to Payaman Simanjuntak in his book "Introduction to the Economics of Human Resources," a worker is a resident who is already working or is currently working, looking for work, and who carries out other activities such as attending school and taking care of the household. In practical terms, the definition of labor and not labor, according to him, is only differentiated by the age limit" (Manululang, 1998).

Previously, labor law was known as labor law. Basically, the use of the terms labor, worker and laborer must be differentiated. Based on article 1 number 2 of Law Number 13 of 2003 concerning manpower, labor is anyone who is able to do work to produce goods and / or services, both to meet their own needs and for the community (Subijanto, 2011).

The meaning of every person who is able to do work to produce goods and / or services, either to fulfill his own needs or for the community, can include everyone who works by receiving wages or other forms of remuneration or anyone who works alone without receiving wages or compensation (Wijayanti, 2009). Working for other people can be interpreted as the person working outside the work relationship (which includes self-employed) and those who work in an employment relationship. Working with others in an employment relationship includes those who work for the state and those who work for other people.

2 METHOD

In In this writing, the basis for the study of the problem is to limit it only to the scope related to legal protection in fulfilling the rights and obligations of workers based on Law Number 13 of 2003, sso that the fundamental problem is; What is the protection of workers legally based on the Manpower Act Number 13 of 2003 concerning manpower? What are the rights and welfare of workersin Law Number 13 of 2003, concerning Manpower for workers? This study aims to answer the problems formulated in this study correctly and systematically, analytically and constructively by using the type of juridical normative research. Methodological means that

according to a certain method or way, systematic is based on a system, whereas consistent means that there are no contradictions within a certain framework (Soekanto, 1986). The actual research, if we look at it, is a form of translation of the term "research". Thus, a research approach is a guideline for a legal approach, one of which is the statutory approach, which is normative research.

3 RESULT AND DISCUSSION

A. Legal Protection in Fulfilling Rights and Obligations of Workers Based on Law Number 13 of 2003 Concerning Manpower

1. Employment Agreement

Basically, labour in Indonesia itself is inseparable from history. Apart from being inseparable from historical names, of course workers in Indonesia who bind themselves to their employers cannot be separated from the name of the work agreement itself. Because without a work agreement between the worker and the employer, the legal force for the worker to protect his rights will weaken.

The meaning of the work agreement itself is an agreement in which the first party (labours), binds himself to under the orders of the other party, the employer for a certain time does work by receiving wages (Husni, 2007)

In this case, what can be said that workers have the power to protect their rights is to enter into a work agreement between themselves and their employers to get their legal protection. Entrepreneurs as a higher socio-economic party give orders to workers who socio-economically have a lower position to do certain jobs (Husni, 2007).

The terms of the validity of the work agreement, referring to the legal terms of the civil agreement in general, are as follows.

- 1) There is an agreement between the two parties.
- 2) There is the ability of the parties to take legal actions.
- 3) There is a certain thing (the promised work object is clear).
- 4) There is a lawful cause, the work that was agreed upon is not peaceful with public order, morality, and the prevailing laws and regulations.

The existence of an agreement between the two parties means that the parties to the work agreement must agree/agree on the agreed matters. The parties' ability to carry out legal actions means that the workers and employers are competent in making agreements. A person is deemed competent in making an agreement if he / she is old enough, in this case based on Article 1 number 26 Law number 13 of 2003 provides an age limit of 18 years. The existence of a certain thing means the existence

of the work that was promised. The promised work is the object of the work agreement between the worker and the employer which, as a result of the law, creates rights and obligations.

There is a lawful cause, in this case the object of the agreement (work) must be lawful, it must not conflict with public order, morals, and the prevailing laws and regulations. If the agreement made by the parties does not fulfill the two initial legal conditions (work agreement) as mentioned, namely there is no agreement and there is a party who is incapable of taking legal action, the work agreement may be canceled. Conversely, if the work agreement is made that does not fulfill the last two valid conditions (work agreement), namely that the object of work is not clear and does not fulfill the conditions, then the agreement is null and void.

Therefore, it is very important that a worker has a work agreement with his employer. In addition to protecting all normative rights, the work agreement between workers and employers will also increase the level of economic welfare for the workers themselves. The work agreement is closely related to each other's needs on the other side, because then both parties can need each other. A person who lacks capital or income will need a job that can provide income to him at least as much as his ability (Halim, 1987).

In addition to the normative understanding above, Imam Soepomo argues that a work agreement is an agreement in which the first party (worker / laborer) binds himself to work by receiving wages and the second party, namely the employer / entrepreneur, binds himself to employ workers by paying wages (Imam Soepomo, 1983). Apart from the work agreement that must be made, of course, the elements in the Work Agreement must be fulfilled. Based on the definition of the work agreement above, several elements can be drawn, namely;

1) There is an element of work or work

A work agreement must have a work that was agreed upon and carried out by the worker who made the work agreement, which work, which is done by the worker himself, must be based on and guided by the work agreement (Djumadi, 1995).

2) There is a service or service

That in carrying out work carried out as a manifestation of the existence of the work agreement, workers must obey orders from others, namely the employer. With these provisions, it shows that workers in carrying out their work are under the authority of another person, namely the employer.

3) There is an element of time or a certain time

Whereas in carrying out the employment relationship, it must be done in accordance with the time stated in the work agreement or statutory regulations. Therefore, in carrying out their work, the worker must not do what the employer wants and can also be done in a lifetime, if the work is carried out during the life of the worker, here the human person will disappear so that what is called slavery and not a work agreement will emerge.

4) There is an element of wages

If someone who works in carrying out his job does not aim to get wages, but the goal is other than wages, then the implementation of the work is difficult to say as the implementation of the work agreement. Furthermore, if someone who works is intended to get benefits for the worker and not to seek wages, the fourth element in the work agreement is the element of unfulfilled wages ([Djumadi, 1995](#)).

As stated by Imam Soepomo, the work agreement must be based on a statement of will agreed by both parties. Furthermore, after there is an agreement regarding the type of work, the amount of wages and so on, basically with a job description to the entrepreneur "I am able to work" and in the employer's answer "good", there is a valid work agreement from that statement and both parties have been bound by the stated agreement. the. Basically, a work agreement is made without requiring any specific form, whether in written or unwritten form. So like other agreements, the form of work agreement is free. In the Civil Code it only states that if the work agreement is made in writing, all deed fees and other additional costs are borne by the employer ([Djumadi, 1995](#)). Indeed, it is more meaningful if an agreement is carried out in writing and given a stamp as reinforcement for legal force and even better if any agreement or work agreement is made in front of a notary so that the agreement becomes strong evidence in the eyes of the law.

2. Work Relationship

Before entering further into the work relationship, there is a legal aspect of employment before the employment relationship (pre employment). The field of labor law before employment is the field of law that deals with activities to prepare prospective workers so that they have sufficient skills to enter the world of work, including efforts to obtain / access job vacancies both at home and abroad and the mechanisms that must be passed by workers. before getting a job. After the existence of a work agreement, of course this will create a relationship, where this relationship

arises because of the work agreement that the worker has with the employer. This working relationship as a result of the agreement between the two parties talks about an agreement made based on the wishes of both parties (Suwanto, 2004). In article 1 point 15 of Law Number 13 Year 2003 concerning manpower, it is stated that a work relationship is a relationship between an entrepreneur and a worker based on a work agreement which has elements of work, wages and orders (Suwanto, 2004).

From this understanding, it is clear, that a work relationship as a form of legal relationship is born or created after a work agreement exists between the worker and the entrepreneur. The provisions in the work agreement itself must reflect the contents of the collective working agreement (PKB). And the substance that is made must not conflict with the existing collective working agreement (PKB), as well as company regulations, it cannot also conflict with the collective working agreement (PKB). So, these two agreements underlie the birth of a work relationship in which the rights and obligations must be stated in the collective working agreement (PKB).

Entrepreneurs as a party with a higher socioeconomic status give orders to workers who are socio-economically lower in position to do certain jobs (Husni, 2007). In the work relationship there is also an agreement where the contents of the agreement state the ability to work for the company / entrepreneur by receiving wages and the entrepreneur himself also states his ability to employ workers by paying wages.

Collective working agreement (PKB) is an agreement that is the result of negotiations between a worker or several trade/labour unions registered at the agency responsible for the manpower sector and an entrepreneur or several employers or an association of entrepreneurs which contains the conditions of employment, rights and obligations. both parties (Husni, 2007). Collective working agreements (PKB) are prepared by registered employers and trade unions and implemented by deliberation to reach consensus. A CLA can only be negotiated and drawn up by a union that is supported by a large proportion of the workers in the company concerned. Thus the parties or subjects that make the PKB are the workers represented by the labours/workers union or several labour/worker unions in the company with the entrepreneur or the employers' association. A worker who is represented by a labour/worker union is intended so that the worker has a stronger position in negotiating with the entrepreneur because the management of the labour/worker union will generally be selected from people who are able to fight for the rights and interests of their members.

Even though the work agreement is more dominated by the employer or even made unilaterally by the entrepreneur, with the existence of a written work agreement it can be used as a guarantee for the fulfilment of rights by employers to workers, this is inseparable from the purpose of holding a work agreement (Halim, 1985). The validity period of the collective working agreement (PKB) is 2 (two) years and can only be extended once for a maximum of 1 (one) year based on a written agreement between the labour/worker union and the entrepreneur (A. Ridwan Halim, 1985). In addition, the provisions in the collective working agreement must not conflict with the prevailing laws and regulations. On the other hand, a work agreement made by a worker with an entrepreneur must not conflict with a collective working agreement.

The existence of a relationship between the work agreement and the collective working agreement in making the work agreement must refer to or be guided by the labour agreement / collective working agreement, in other words the work agreement must describe the contents of the collective working agreement. Work agreements that do not conform or do not describe the contents of the collective working agreement become invalid and what applies is the content of the collective working agreement.

From the explanation above, of course, several elements can be drawn regarding the collective labour agreement (PKB), including the following:

- 1) Between a trade union/labours and an entrepreneur.
- 2) Between several trade unions and entrepreneurs.
- 3) Between several trade unions and several entrepreneurs.

With the emergence of a working relationship between workers and employers, the rights and obligations of each party emerge. The obligation of the worker is to give all his energy and thoughts to improve or develop the company where he works and the right for the worker himself is to get normative legal protection from his work safety, rest time, and even his wages. Meanwhile, the obligation of entrepreneurs themselves is to provide adequate facilities for their workers in improving and developing their own companies without discrimination on the location of their work positions or in terms of wages. Providing comfort and standardized work worthiness for the safety of workers.

Apart from that, a work relationship is a (legal) relationship between an entrepreneur and a worker based on a work agreement. Thus, the employment relationship is something abstract, while the work agreement is something concrete or tangible. A work agreement is an agreement made between a worker and an entrepreneur or employer who meets the work conditions, rights, and obligations of

the parties (Sutedi, 2009). Furthermore, in article 1601 of the Civil Code, it determines labour agreements.

3. Obligations of the Parties

The word obligation comes from the word "obligatory" with the affix to it. In terms of the language of the word obligatory means that something must be done, cannot not be done (Dewi, 2005). As for the obligations of workers with a work relationship, are as follows:

- 1) Doing the work yourself in the work agreement, this job is a typical job.
- 2) Actually work according to the agreed time.
- 3) Do the job diligently, carefully, and thoroughly.
- 4) Maintain the safety of the goods entrusted to him to work on.
- 5) Compensate for damaged goods, if the damage was done deliberately or negligently (Lubis, 2012).

Workers or workers are obliged to do their own work. Doing work is the main task of a worker that must be done alone. Workers or workers are also obliged to obey the rules and instructions from the employer. And the obligation to pay compensation and fines if the worker commits an act that is detrimental to the company both on purpose and in terms of negligence of the work that can harm the company (Husni, 2007). As for the obligations of employers with a work relationship, are as follows:

- 1) The obligation to pay wages, in the main employment relationship for entrepreneurs is to pay wages to their workers in a timely manner.
- 2) The employer or employer is obliged to provide rest and leave, the employer or employer is obliged to provide annual rest and leave to workers on a regular basis.
- 3) The employer or employer is obliged to administer care and medical treatment for workers who live in the employer's house.
- 4) Obligation to provide a certificate, this obligation requires entrepreneurs to provide a certificate that is dated and affixed with a signature (Husni, 2007).

The obligation of the company as a result of the employment relationship is to pay wages. In general, wages are payments that a worker receives as long as he or she is doing the job or is seen as doing the job (Asikin, 1993). The work agreement made between the worker and the company creates a working relationship between the worker and the employer. In Law Number 13 of 2003 concerning manpower, it is defined that a work agreement is an agreement between a worker and an employer which contains the working conditions, rights and obligations of the parties (Djumialdy, 2008).

B. Legal Protection, Workers Rights and Obligations

Protection of workers can be carried out either by providing guidance or by increasing recognition of human rights, physical and technical as well as social and economic protection through the prevailing norms in the work environment. Thus, this worker protection will cover (Husni, 2007). The norms related to legal protection for workers include the following:

- 1) Work safety norms, which include work safety in relation to machines, aircraft, work tools and their work processes, workplace conditions, and the environment as well as ways of doing work.
- 2) Workers' health norms, maintenance and ranking of workers, are carried out by regulating the provision of medicines and care for workers who are sick.
- 3) Work norms which include protection of workers related to working time, wage system, rest, leave, work, women, children, morality to worship according to their respective religions recognized by the government, social obligations and so on in order to maintain enthusiasm and morale of work that guarantees high work efficiency in order to maintain treatment in accordance with human dignity and morals.

Workers who have an accident and or suffer from germs due to work, are entitled to compensation for rehabilitation treatment due to accidents and / or occupational diseases, their heirs are entitled to compensation (Husni, 2007). In this regard, Imam Soepomo divides worker protections into 3 types, namely:

- 1) Economic protection, which is a type of protection related to efforts to provide workers with an income sufficient to meet daily needs for him and his family, including in the event that the worker is unable to work due to something against his will. This protection is called social security.
- 2) Social protection, which is protection related to community efforts whose purpose is to enable the worker to develop his / her life as a human being in general, and as a member of the community and family members, or what is commonly known as occupational health.

Technical protection, which is a type of protection related to efforts to protect workers from the danger of accidents that can be caused by planes or other work tools or by materials that are processed or worked on by companies, this type of protection is called work safety (Husni, 2007).

C. The Role of Government towards Workers

The role of the government is very much needed in fighting for the normative rights and welfare of its workers, especially in terms of wages, where every worker has the right to earn an income that meets a decent living. And to fulfill an income that fulfills a life that is decent for humanity, therefore the government must establish a wage policy with the aim of protecting the welfare of workers. And in determining wages, the government must be based on the necessities of a decent life and with due observance of productivity and economic growth.

The minimum wage as referred to is directed towards the achievement of a decent living need and is determined by the governor by taking into account the recommendations from the provincial wage council and / or the regent / mayor. The components as well as the implementation of the stages of achieving a decent living need as referred to are regulated by a ministerial decree. To provide advice, considerations, and formulate wage policies to be determined by the government, as well as the development of a wage system that will be determined by the government.

Apart from wages in improving welfare for government workers, it must also facilitate workers' productive efforts. And to improve workers' welfare, workers' cooperatives and productive enterprises were formed in the company. The government, employers and workers or trade unions strive to develop workers' cooperatives and develop productive businesses. And the formation of the cooperative in question is carried out in accordance with the applicable laws and regulations.

Apart from that, another role of the government for the welfare of workers is by ratifying company regulations and collective labour agreements. Ratification of company regulations by the minister or appointed official must be given within 30 working days from receipt of the company regulation draft. If the company regulations are in accordance with the provisions, then within 30 working days it has been exceeded and the company regulations have not been ratified by the minister or appointed official, then the company regulation is deemed to have been approved.

In the event that the company regulations have not met the requirements, the minister or appointed official must notify the entrepreneur in writing regarding the amendments to the company regulations. Within a maximum period of 14 working days from the date the notification is received by the entrepreneur, and the entrepreneur is obliged to return the revised company regulations to the minister or the appointed official. Company regulations before the expiration of the validity period can only be carried out based on an agreement between the employer and the

worker. The collective working agreement shall take effect on the day of the signing unless the collective working agreement is stipulated otherwise and is signed by the parties making the collective working agreement, namely the entrepreneur and the worker and is registered by the entrepreneur with the agency responsible for the manpower sector. In addition, the government also plays an important role in supervising and enforcing labour regulations, and in realizing the implementation of the rights and obligations of workers and employers, the government is obliged to carry out supervision and enforcement of labour laws and regulations in realizing industrial relations which are the responsibility of workers, employers, and the government.

Labour inspection is carried out by competent and independent employees of labour inspectors to ensure the implementation of labour laws and regulations stipulated by the minister or appointed official. Labour inspection is carried out by a separate work unit in an agency whose scope and responsibility are in the manpower sector at the central government, provincial governments and district / city governments as regulated by a presidential decree.

Conducting coaching is also included in the role of the government in the welfare of workers. The government provides guidance to elements and activities related to manpower by including employers' organizations, trade unions and related professional organizations and is carried out in an integrated and coordinated manner. In the framework of fostering manpower, the government, employers' organizations, trade unions, and related professional organizations can carry out international cooperation in the manpower sector in accordance with the prevailing laws and regulations.

Anticipating layoffs is a very important role for the government for the welfare of workers. Employers, workers, trade unions and the government must make every effort to prevent termination of employment, in the event that all efforts have been made, but termination of employment is unavoidable, the employer and the trade union must negotiate the intent of termination of employment. And in the event that the negotiation does not result in an agreement, the employer can only terminate the working relationship with the worker after obtaining a decision from the industrial relations dispute settlement institution. The application for the stipulation of the termination of the employment relationship is submitted in writing to the industrial relations dispute settlement agency and accompanied by the reasons which constitute the basis. And an application for termination of employment can only be granted by the industrial relations dispute settlement agency if it turns out that the intention to

terminate the employment relationship has been negotiated, but the negotiation has not resulted in an agreement.

The role of the government in overcoming welfare problems for workers is indeed very important and must be very optimal in carrying out its functions, because when the functions of each government role do not work properly, it is very clear that in this case the most disadvantaged are workers because of the weak function of the government. The rights that are fought for by workers are not protected by the government properly and properly, and employers who are supposed to give these rights to workers do not fulfil their obligations as an entrepreneur. Even though every worker rights and obligations that have been regulated in law number 13 of 2013 provide a clear picture of the rights and obligations of workers.

So this is where workers' rights are the obligations of employers and the government has a duty to ensure that these things are carried out in the company but cannot be implemented and cannot be implemented very efficiently within the company. Therefore, the result of the unfulfilled rights and obligations of workers and the result of not optimal role and function of the government in ensuring these rights are not obtained by workers, therefore workers will never stop fighting for their normative rights only for the sake of seeking welfare. for himself in seeking an income that meets the needs of a decent life for the worker himself.

The labour problem in Indonesia is still very concerning if we look at it from the community and social media. This is what weakens the government's role in overcoming welfare within the scope of employment. Weak supervision carried out by government officials has become a weapon for workers themselves because of the arbitrary treatment on the part of employers. The problems that often arise in the workforce are related to their own welfare issues. In this case, there are many problems related to the rights and obligations of the workers themselves. There are not many solutions that have had a positive impact on workers by government officials.

In this case, of course, the thinking of the workers themselves is that there is no justice for them in determining the level of the economy to achieve prosperity, in this case those workers whose rights should be protected by the government will feel that there is no justice for workers in terms of welfare.

In this case, for the government, the labour issue is a complex problem and one that must be taken seriously. Because this has a very important relationship with the people's economy, which must be maintained by the government because most of the people's economy consists of workers. Actually, the labour problem has been

discussed and a solution has been sought from the government. These problems have often appeared in various mass media and electronic media. The problems that arise in manpower have always been the role of the government in protecting all problems regarding the rights and obligations of workers in every company. Problems that arise and are resolved often have pros and cons among workers and employers.

The solution to this problem is still clearly visible and its weaknesses in the effort to overcome the labour problem, which in this way directly concern the people's economic problems, require more thorough and more thorough thinking and guidance and deeper solutions. Besides that, the problem of weakness of government officials in implementing harmonious relations and upholding the rights and obligations of both workers and entrepreneurs themselves still really requires extra attention both within the company and outside the company. Those who have little role in determining the level of productivity of the company may be underestimated by entrepreneurs and vice versa.

4 CONCLUSION

This research concluded and highlighted that legal protection for workers can be realized by providing severance pay, which is an absolute right for workers to provide normative rights given by the labor law. For example, when a company termination of employment has been made, it is a right of severance pay that must be obtained by the employee, especially since the worker has worked for more than three years at the company where he works. Because if a worker who has worked for more than three years, the worker is a permanent worker and has rights that must be maintained and protected both for the worker himself and for the company. Because if there is a termination of employment by the company for a specific reason, Therefore, workers who are terminated are entitled to severance pay, because the right to severance pay for workers who are dismissed and terminated is an absolute right for workers who have been terminated by the company. Then the legal protection of workers can be seen when the workers' rights can be fulfilled in accordance with the provisions of the applicable law, as referred to by the provisions of the labor law.

Furthermore, it also emphasized from this research that legal protection in fulfilling the rights and obligations of workers based on law Number 13 of 2003, regarding employment, gives kThe wage policy that protects workers who are the absolute right of severance pay is contained in Article 88 paragraph (3) of Law Number 13 of 2003 concerning Manpower, where in that article is contained in letter j

concerning wages and severance pay. Thus, based on this article, of course it can be said that the right to severance pay is an absolute right for workers that must be given by the employer, and must be considered from the side of security and welfare, including health that must be fulfilled.

This research suggests it is certainly constructive in nature, namely that the role of the government is of course also very important in dealing with problems that occur in the labor force. The role of the government is also very much needed by workers whose normative is neglected by the company. Of course this is what workers expect, namely the important role of the government in labor issues to provide solutions to problems that occur in the labor force. The participation of the government in dealing with labor issues will certainly be very helpful and greatly ease the burden on workers. Because thus the rights and obligations of workers will be very protected and it is hoped that their welfare can be improved. Then the second suggestion is a solution, so hopefully this paper can provide one view for other parties who have concern for the fate of the workers. And it can be useful to increase our knowledge in exploring and transforming knowledge to other parties who are studying or have a concern in the world of work.

5 DECLARATION OF CONFLICTION INTERESTS

Authors declare that there is no conflicting interest in this research and publication.

6 FUNDING INFORMATION

None

7 ACKNOWLEDGEMNT

None

8 REFERENCES

- Asikin, Z. (2004). *Dasar-Dasar Hukum Perburuhan*. Jakarta: PT. RajaGrafindo Persada.
- Astuti, M. S. (1997). *Pemidanaan Terhadap Anak Sebagai Pelaku Tindak Pidana*. Malang: IKIP Malang.
- Dewi, G. (2005). *Hukum Perikatan Islam Indonesia*. Jakarta: Prenada Media.
- Djumadi, D. (1995). *Perjanjian Kerja*. Jakarta: Radjawali Pers.
- Halim, A. R. (1985) *Hukum Perburuhan Dalam Tanya Jawab*. Jakarta: PT Ghalia Indonesia.

- Halim, A. R. (1987). *Sari Hukum Perburuhan*. Jakarta: PT Pradnya Paramita.
- Hasan, M. T. (2005). *Islam dan Sumber Daya Manusia*. Jakarta: Lantobora, Jakarta.
- Husni, L. (2007). *Hukum Ketenagakerjaan Indonesia*. Jakarta: PT. RajaGrafindo Persada.
- Husni, L. (2007) *Pengantar Hukum Keteagakerjaan Indonesia*. Jakarta: PT. RajaGrafindo Persada.
- Kosidin, K. (1999). *Perjanjian Kerja Perjanjian Perburuhan Perjanjian Perusahaan*. Bandung: Mandar Maju.
- Lubis, S. K. (2000). *Hukum Ekonomi Islam*. Jakarta: Sinar Grafika.
- Manululang, S. H. (1998). *Pokok-Pokok Hukum Ketenagakerjaan di Indonesia*. Jakarta: PT Rineka Citra.
- Raharjo, S. (1983). *Permasalahan Hukum di Indonesia*. Bandung: Alumnus.
- Raharjo, S. (2003). *Sisi-Sisi Lain Dari Hukum di Indonesia*. Jakarta: Kompas.
- Rubai, M. (1994). *Mengenal Pidana dan Pemidanaan di Indonesia*. Malang: IKIP.
- Soekanto, S. (1986). *Pengantar Penelitian Hukum*. Jakarta: Penerbit Universitas Indonesia (UI-Press), Jakarta.
- Soepomo, I. (1983). *Pengantar Hukum Perburuhan*. Jakarta: Djambatan.
- Soepomo, I. (1992). *Pengantar Hukum Perburuhan*. Jakarta: PT. Ikrar Mandiri Abadi.
- Soetino, S. (2004). *Rule of Law (Supremasi Hukum)*. Surakarta: Penerbit Magister Ilmu Hukum Program Pascasarjana Universitas Sebelas Maret.
- Subijanto, S. (2011). Peran Negara dalam Hubungan Tenaga Kerja di Indonesia. *Jurnal Pendidikan dan Kebudayaan*, 17(6), 705-718.
- Sutedi, A. (2009). *Hukum Perburuhan*. Jakarta: Sinar Grafika.
- Suwarto, S. (2004). *Hubungan Industrial dalam Praktek*. Jakarta: Asosiasi Hubungan Industrial Indonesia.
- Wijayanti, A. (1995). *Hukum Ketenagakerjaan Pasca Reformasi*. Jakarta: Sinar Grafika.

ABOUT AUTHOR(S)

Ali Imron, S.H., M.H., is a Lecturer at Faculty of Law, University of Pamulang, Banten, Indonesia. His are of research interest concerning Criminal Law, including Anti Money Laundering Law and Anti-Corruption Law. Some of his works have been published on several journals, such as: "Penegakan, Pencegahan dan Pemberantasan Tindak Pidana Pencucian Uang atas National Risk Assessment" (*Jurnal Surya Kencana Dua: Dinamika Masalah Hukum dan Keadilan*, 2019), and "Penerapan Pidana Denda dalam Tindak Pidana Keimigrasian Pasal 71 jo. Pasal 116 Undang-Undang No. 6 Tahun 2011 Tentang Keimigrasian (Putusan No.11/Pid.C/2016/PN.JKT.BRT)" (*PALREV: Journal of Law*, 2018).

Hermawan Rizki Humawa, is graduated from Faculty of Law Universitas Pamulang, Banten Indonesia. His research interest is concerning Criminal Law issues.