



## Protecting Migrant Workers' Rights in Overseas Work Accidents under Article 17(1) Permenaker No. 18/2018

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**Abstract:** Progress in a company, entrepreneurs need workers to be able to help the company operate and make a profit. In reality, sometimes problems and financial crises are also experienced by companies. Suppose the company experiences continuous losses and is unable to pay the wages of all employees so that the company takes steps to reduce the number of its employees. The existence of a Fixed-Term Employment Agreement (PKWT) where the general term is contract workers, is considered very profitable. The Manpower Law Number 13 of 2003 and the Job Creation Law Number 11 of 2020 have regulated the workforce and termination of employment (PHK). The weakness of this law results in uncertain laws that require workers to accept layoffs. Can a company lay off workers because of continuous losses in the company and how are the regulations for workers' rights for a certain period after being laid off in the perspective of Government Regulation number 35 of 2021. There are also the results of this study, namely that companies that continue to experience losses for 2 consecutive years are allowed to lay off workers, but with this regulation, companies cannot be arbitrary in carrying out layoffs, and workers are bound by work agreements at a certain time according to the rules set by the government must receive compensation if the worker is laid off. The rules that have been set so far are not biased towards workers, which gives companies or employers the freedom to lay off workers.

**Keywords :** Workers; Employers; Companies; Layoffs.

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## 1. Introduction

As a country of law, Indonesia recognizes the existence of human rights for all people. Article 28D (2) of the 1945 Constitution of the Republic of Indonesia recognizes that all humans must have dignified and humane work because they have human rights since birth. Labor is one of the goals of human life, and a person can earn wages by working, namely using the wages to meet the needs required throughout his life.

A company is an activity with the aim of creating profit through the use of equipment, production, processing and manufacturing of goods, trade, providing services in the form of commercial, permanent, continuous operations and work. I have commercial land in this country with the aim of making a profit. "It can be concluded: using the company's wheels fully without causing major losses. There are two types of workers: "permanent workers" and "non-permanent workers" Permanent workers are "workers of companies or government agencies", while freelancers have a 'fixed income'. In this case, formal workers and informal workers have the same rights, namely "rights that must be protected by the government and companies".<sup>1</sup>

R. Soekardono has a view on business, namely "Business is the entire process of management through transactions, shipping goods or closing efforts, business agreements and going abroad to earn income". According to Article 1 number 6 of Law No. 13 of 2003, the definition of a company is as follows: "Every form of company that has a legal entity or does not employ workers either to seek profit or not, owned by individuals, associations, or legal entities, private or public, which provides work for workers/laborers by paying or giving compensation in any way".

For business progress, there is a need for goods that must be met. One of these factors is workers. 2003 Law No. Article 1 Paragraph 4 Article 13 defines workers as "a person's work in order to obtain wages or other forms of compensation". The company sets rules to ensure business continuity, and there are rules that workers who work in the company are required to comply with the regulations set by the company, but workers also have the right to be respected. These rights are usually agreed upon as part of the employment contract process between workers and companies. "The legal provisions of workers function for the bonds that arise from the emergence of a contract, covering both parties, namely the employer, from one party who will carry out the work according to the contract made, the employment contract (*arbeidsoveenkost*) does not see as the basis for its legal relationship. Determination of the employment contract in the employment relationship between the employer and the recipient of the work and is subject to the provisions of the Labor Code, including employment provisions, guarantees in social, health, and safety in the workplace, resolving disputes and terminating employment. In accordance with labor law, the relationship between employers and workers who work together to carry out business activities is called an employment relationship, as well as order. Each relationship in work will be automatically bound by rights and obligations that must be carried out based on the agreement between the employer and the worker. The

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<sup>1</sup> Yusuf Randi, "Pandemi Corona Sebagai Alasan Pemutusan Hubungan Kerja Pekerja Oleh Perusahaan Dikaitkan Dengan Undang-Undang Ketenagakerjaan," *Yurispruden: Jurnal Fakultas Hukum Universitas Islam Malang* 3, no. 2 (June 23, 2020): 119–36, <https://doi.org/10.33474/yur.v3i2.6709>.

time span of the work contract can be unlimited for a special time span with a limited or unlimited time span for an employment relationship without a validity period or completion of certain tasks.<sup>2</sup>

The creation of an employment contract at a certain time is usually called an employment contract or an employment contract for an indefinite period. The status of blue-collar workers is temporary or contract workers. An indefinite-term employment contract is usually called an indefinite employment contract and the status of the work is a permanent employee. A fixed-term employment contract is an employment contract between a worker and a contractor that is carried out only in certain jobs that depend on the nature or work and will be completed within a certain period of time.

Every worker has the right to a decent wage set by the government. "In Article 1 Number 30 of the Manpower Law Number 13 of 2003, based on these provisions, we can see that the determination and payment of wages are based on an agreement in employment, an agreement or statutory regulations." Workers' rights in Indonesia are regulated in the Manpower Law No. 13 of 2003. These workers' rights include, "The right to a decent wage (human) Everyone who works for a person or an agency has the right to receive wages, and this condition is enshrined in the protection of the Manpower Law concerning the Award of Government Regulation Number 8 of 1981 and Law Number 13 of 2003 concerning Manpower. Generally, if you look at the amount of the current basic wage determined by the government, there is no difference between the wages of female or male workers, because currently their wages are regulated in the UMK (Minimum Wage in the City). The different wages between men and women lie in the wages received or wages taken home. This is part of the wages for female and male employees. In this case, the government pays more attention to workers/employees, because not all companies, especially small and medium enterprises, can apply for better wages for workers according to the wage law. "This is contrary to the Manpower Law and the Job Creation Law.<sup>3</sup>

Based on the above basis, the details of the problems that will be studied in the article are whether the company can carry out termination of employment (PHK) with the argument that the company will incur long-term losses and how to regulate the rights of workers for a certain period after being laid off in the Perspective of Government Regulation Number 35 of 2021.

## 2. Method

The use of the type of research in this writing is legal research (normative juridical), where this research is directed to examine the norms or rules in positive law in Indonesia. The type of legal research is a way of studying legal rules that are formal in nature, for example laws, which contain theoretical concepts such as regulations

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<sup>2</sup> Rudi Febrianto Wibowo Ratna Herawati, "Perlindungan Bagi Pekerja Atas Tindakan Pemutusan Hubungan Kerja (PHK) Secara Sepihak," *Jurnal Pembangunan Hukum Indonesia*, Fakultas Hukum Universitas Diponegoro 3, no. 1 (2021).

<sup>3</sup> object Object, "Pengaturan Pemutusan Hubungan Kerja Antara Karyawan Dengan Perusahaan," accessed January 17, 2025, <https://core.ac.uk/reader/288194840>.

and are then linked to the problem raised by the author in this writing. There needs to be a problem approach in a writing, therefore the author uses the statute approach (statute approach) which means using laws as the basis for writing.<sup>4</sup>

### **3. Companies can terminate employment (PHK) on the grounds of continuous company losses.**

PHK (termination of employment) is "based on article 1 number 25 of the Manpower Law, the end of the employment relationship due to a certain thing that creates rights and obligations between workers or laborers and employers". Mutiara S. Panggabean argues that "PHK includes ending the employment relationship between workers and employers, the cause can be for various reasons, so that the rights and obligations also end between them". So it can be concluded that dismissal is the termination of employment between workers and employers due to a reason that results in the rights and obligations between workers and employers being terminated.<sup>5</sup>

In general, according to Article 164 paragraph (1) of the Manpower Law, namely: "Employers can carry out employment relationships that are terminated on workers or laborers, due to the closure of the company and the occurrence of prolonged losses for 2 (two) years, or forcing conditions (force majeure), with the provision that workers or laborers have the right to severance pay multiplied by 1 (one) with the provisions of Article 156 paragraph (2) the award for working hours in the form of providing money 1 (one) times the provisions of Article 156 paragraph (3) and replacement money in accordance with the provisions of Article 156 paragraph (4)". The presence of Law Number 11 of 2020 concerning Job Creation or commonly referred to as the Job Creation Law, Article 164 of the Manpower Law has been eliminated, however Article 154A Paragraph (1) letter c of the Job Creation Law states "The cause of the company's closure is because the company has experienced prolonged losses for 2 (two) years". So it can be concluded that companies can carry out layoffs of workers or laborers if the company experiences prolonged losses.<sup>6</sup>

The Job Creation Law prohibits companies from carrying out layoffs, where employers basically cannot carry out layoffs carelessly on their workers. So the argument or reason for carrying out layoffs by employers must be in accordance with the Job Creation Law, which basically employers must minimize layoffs on workers.

The reasons for layoffs by employers based on Law Number 13 of 2003 concerning Manpower in conjunction with Law Number 11 of 2020 concerning Job Creation are as follows:

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<sup>4</sup> S. H. I. Jonaedi Efendi, S. H. Johnny Ibrahim, and M. M. Se, *Metode Penelitian Hukum: Normatif Dan Empiris* (Prenada Media, 2018).

<sup>5</sup> Adijoyo Susilo Kusumaweningrat, "Perlindungan Hukum Kepada Pekerja Yang Terkena PHK Akibat Dari Pandemi Covid-19," *Jurnal Riset Ilmu Hukum*, December 31, 2021, 80-85, <https://doi.org/10.29313/jrih.v1i2.445>.

<sup>6</sup> Agung Prasetyo Wibowo Agung, "Perlindungan Hukum Terhadap Pekerja Dalam Pemutusan Hubungan Kerja (Phk) Dengan Alasan Efisiensi Akibat Pandemi Covid 19;," *To-Ra* 7, no. 1 (April 29, 2021): 135-53, <https://doi.org/10.33541/JtVol5Iss2pp102>.

**Table. 1.** Differences in Reasons for Termination of Employment (PHK) in the Employment Law and the Job Creation Law

<b>Differences in Reasons Companies May Do This Termination of Employment (PHK)</b>	
Employment Law	Job Creation Law
<p>In the Employment Law, there are 9 reasons why companies may carry out layoffs, namely:</p> <ol style="list-style-type: none"> <li>a. Workers/laborers commit serious errors (Article 158)</li> <li>b. Workers/laborers violate work agreements (Article 161)</li> <li>c. Workers/laborers resign (Article 162)</li> <li>d. Change of company status (Article 163)</li> <li>e. Company closes due to losses (Article 164)</li> <li>f. Bankrupt company (Article 165)</li> <li>g. Worker/laborer dies (Article 166)</li> <li>h. Workers/laborers entering retirement age (Article 167)</li> <li>i. Workers/laborers are absent (Article 168)</li> </ol>	<p>In the Job Creation Law there are additional 5 points of argument that companies may carry out layoffs as contained in Article 154A, namely:</p> <ol style="list-style-type: none"> <li>a. The company implements efficiency</li> <li>b. The company carries out a merger, amalgamation, takeover or separation of the company</li> <li>c. Company conditions of debt payment obligation postponement</li> <li>d. The company carries out actions that are detrimental to workers or laborers</li> <li>e. Workers or laborers experience continuous illness or disability due to a work accident and are unable to carry out their work after the 12 (twelve) month limit has passed.</li> </ol>

One example of a PHK argument in the Employment Law that has experienced controversy is PHK based on the provisions of Article 164 paragraph (3). PHK is often referred to as efficiency PHK. The provisions of Article 164 paragraph (3) of the Employment Law are as follows: "Employers can carry out PHK on workers or laborers, because the company closes not because of losses for 2 (two) years continuously or not because of forcing conditions (force majeure) but because the company is undergoing efficiency, the provisions of which are that workers or laborers have the right to severance pay of 2 (two) times the provisions of Article 156 paragraph (2), an award for length of service in the form of money in the amount of 1 (one) times the provisions of Article 156 paragraph (3) and replace their rights in the form of money in accordance with the provisions of Article 156 paragraph (4)".<sup>7</sup>

<sup>7</sup> Rai Mantili, "Konsep Penyelesaian Perselisihan Hubungan Industrial Antara Serikat Pekerja Dengan Perusahaan Melalui Combined Process (Med-Arbitrase)," *Jurnal Bina Mulia Hukum* 6, no. 1 (September 30, 2021): 47-65, <https://doi.org/10.23920/jbmh.v6i1.252>.

Based on Article 164 paragraph (3), in order to assist analysis and understanding, "the following excerpts can be made:

- 1) Employers can carry out layoffs on workers or laborers because the company's closure is not due to losses for two years continuously. In this section, employers may carry out layoffs if their company has closed, but the closure is not due to losses for two years continuously.
- 2) The termination of employment of workers or laborers is also related to the closure of the company, but not because of forcing conditions (*force majeure*). The first paragraph is clarified by this paragraph, namely the reason number 2 for the company to close down, apart from not experiencing losses for two years continuously, but also not because of experiencing forcing conditions.
- 3) However, employers can carry out layoffs of workers or laborers due to the company closing down due to the company implementing efficiency. The essence of the provisions of Article 164 paragraph (3) is this section, which underlines that the layoffs can be carried out due to the company closing down and the company closing down because the company is implementing efficiency."

Layoffs are carried out by companies if they are in a situation such as financial loss, company bankruptcy or all other unintentional things, especially during the Covid-19 pandemic where many companies experienced declining income. Of course, for these laid-off workers, they feel so much loss because they will not receive any income in the following month. However, the recent Job Creation Law has set a number of rules that companies must apply to laid-off workers.<sup>8</sup>

According to Article 1 Number 1 of the Manpower Law, employment is all matters related to work before, during and after work. The definition of an employment contract is given in Article 1 Number 14 of the Manpower Law, namely a joint employment contract with the employer or employer containing various work requirements and the rights and obligations of the various parties. In Article 1 Number 15 of Law Number 13 Decree Number 13 of 1382 concerning Manpower, it is stated: An employment relationship is a relationship between an employer and an employee or employee based on an employment contract that includes various elements such as work, salary, and orders to have projects and workers.<sup>9</sup>

The term PHK) often causes fear so that it is avoided and unwanted, especially for employees. Termination of employment contract is the termination of employment due to a certain fact that results in the termination of rights and obligations between workers and employers. So all parties employees, contractors, and the government in

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<sup>8</sup> Ismi Pratiwi Podungge et al., "Peran Serikat Pekerja/Buruh dalam Penyelesaian Perselisihan Pemutusan Hubungan Kerja Secara Sepihak yang Dilakukan oleh Perusahaan terhadap Pekerja/Buruh," *Jurnal Hukum Lex Generalis* 2, no. 5 (May 1, 2021): 384-99, <https://doi.org/10.56370/jhlg.v2i5.51>.

<sup>9</sup> Sonhaji Sonhaji, "Analisis Yuridis Pemutusan Hubungan Kerja Akibat Kesalahan Berat Pekerja," *Administrative Law and Governance Journal* 2, no. 1 (March 3, 2019): 60-78, <https://doi.org/10.14710/alj.v2i1.60-78>.

different ways so that layoffs do not occur. The purpose of labor protection is to guarantee all basic rights of workers and to ensure equality and non-discriminatory treatment for the welfare of workers, by paying attention to the development of the business world and the needs of employers. Legal protection is a form of government legal action and actions taken by agencies in accordance with their rights and obligations based on positive Indonesian law.

The legal provisions related to layoffs in Article 164, paragraph 1 of the Civil Service Law, are explained: 2) If workers/employees have the right to receive one severance pay, as stipulated in Article 156 paragraph two. , the seniority premium is as stipulated in Article 156. After entering. Member (3) and Qualification Fee. Follow the provisions of Article 156 paragraph 4. Placement of workers who will be unilaterally dismissed must not be unilateral and arbitrary, but layoffs can only be carried out for certain reasons after efforts have been made to avoid the need for layoffs. Therefore, the form of legal protection for Indonesian workers who experience layoffs is Article 164(1) which regulates legal protection for workers by providing allowances, old age allowances, and pension rights according to Law No. 13 of 2003 concerning Human Resources.<sup>10</sup>

#### **4. Regulation of workers' rights for a certain period of time after being affected by Termination of Employment (PHK) in the Perspective of Government Regulation Number 35 of 2021**

Of course, there are various problems with employment. Where employment issues have broad implications for the business environment, safety, stability, policies, and legislation both at the local and national levels. The company's policy for workers is so strict, one of which is about retirement (PHK). In fact, the implementation of PHK is not possible because the implementation of PHK is regulated in Law Number 13 of 2003 concerning Human Resources, amended by Law Number 11 of 2020 concerning Job Creation.<sup>11</sup>

The problem of layoffs due to the end of the joint work agreement is not a problem for both parties because they know or are aware of the termination of employment. So that each party is prepared to face this reality. Different from one-party layoffs, especially those related to layoffs for employers because this will have a significant impact, especially for workers who are economically weak compared to employers. So there is uncertainty, especially in the field of compensation. So if there is a layoff that can harm workers, it must be reviewed based on labor laws.<sup>12</sup>

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<sup>10</sup> Mawardi Khairi, Aris Irawan, and Sri Ayu Astuti, "Perlindungan Hak-Hak Buruh Yang Mendapatkan Pemutusan Hubungan Kerja (Phk) Oleh Perusahaan Pada Masa Pandemi Covid-19," *Pakuan Justice Journal of Law (PAJOU)* 2, no. 2 (December 17, 2021): 1-17, <https://doi.org/10.33751/pajoul.v2i2.4382>.

<sup>11</sup> Mehnaj Ayuda et al., "Dampak Bagi Pekerja Atas Tindakan Pemutusan Hubungan Kerja (PHK) Secara Sepihak Oleh Perusahaan," *Jurnal Cendikia ISNU SU* 1, no. 2 (September 30, 2024): 124-31.

<sup>12</sup> Micael Josviranto, "Tinjauan Yuridis Perusahaan dalam Pelaksanaan Pemutusan Hubungan Kerja (PHK) Menurut Undang-Undang No.13 Tahun 2003 Tentang Ketenagakerjaan," *Briliant: Jurnal Riset dan Konseptual* 7, no. 1 (February 26, 2022): 165-70, <https://doi.org/10.28926/briliant.v7i1.895>.

The form of employment relationship that is carried out between the employer and the employee is through a Work Agreement, which will then give birth to a legal relationship between the employee and the entrepreneur, according to Husni's statement "That the employment relationship is a form of divine legal relationship or is created after the existence of a work agreement between the employee and the entrepreneur".

The Employment Law qualifies employment agreements into two types, namely "Fixed Term Employment Agreement (PKWT) and Indefinite Term Employment Agreement (PKWTT). A Fixed Term Employment Agreement (PKWT) is an employment agreement between workers or laborers and employers to establish an employment relationship at a certain time or for a certain job. While an Indefinite Term Employment Agreement (PKWTT) is an employment agreement between workers or laborers and employers to establish a permanent employment relationship. PKWT is regulated to protect workers, which basically considers that there is no case where the recruitment of workers is carried out by means of an agreement in the PKWT format for work that is long-term in nature or includes permanent work or a permanent business entity".<sup>13</sup>

In 2020, the Indonesian government issued a new regulation called the Job Creation Law, which revised, deleted, and added old employment provisions, one of which was regarding PKWT. However, the new regulation, known as Law Number 11 of 2020 concerning Job Creation, only discusses a little about PKWT and the rest is regulated by government regulations. The Government Regulation derived from the Job Creation Law concerning PKWT, Outsourcing, Working Hours and Rest Hours, and Layoffs provides an explanation of "the latest Fixed-Term Employment Agreement (PKWT) regulations, which have been in effect since their issuance in February 2021 to replace the previous regulations in the Manpower Law". A slight difference is explained in the Manpower Law Article 59 paragraph 1, namely "Completing work that is estimated in a time that is not long enough and very long 3 (three) years, but in Article 59 paragraph 4 there is an explanation that the PKWT is the longest for two years and can only be given an additional one time with one year being the longest time. PKWT which is basically because of a specific time span can be implemented for a maximum of 2 (two) years and can only be given an additional time 1 (one) time for a maximum of 1 (one) year". Both of these regulations have regulated the severance pay that must be received by workers.<sup>14</sup>

As regulated, workers receive work protection and the same all work protection requirements and all work requirements in companies that provide work or are in accordance with applicable laws and regulations. Therefore, outside the scope of a specific time period that may be the terms of an employment agreement at the moment presented until the protection of various labor rights is in accordance with the provisions of the law in the Manpower Law in the Constitutional Court's decision

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<sup>13</sup> Vicko Taniady et al., "Phk Dan Pandemi Covid-19: Suatu Tinjauan Hukum Berdasarkan Undang-Undang Tentang Ketenagakerjaan Di Indonesia," *Jurnal Yustisiabel* 4, no. 2 (2020): 97-117.

<sup>14</sup> Nazifah Nazifah and Syarifa Mahila, "Perlindungan Hukum Pekerja Yang Terkena Pemutusan Hubungan Kerja Di Masa Pandemi Covid-19," *Jurnal Ilmiah Universitas Batanghari Jambi* 21, no. 3 (October 11, 2021): 1112-15, <https://doi.org/10.33087/jiubj.v21i3.1713>.



above if workers, both PKWT and PKWTT, are forms of protection of various workers' rights that have been regulated in the Law".<sup>15</sup> Regarding compensation money for PKWT workers, it has been regulated in Government Regulation Number 35 of 2021, in Article 15, namely "it reads as follows:

- 1) The obligation for employers to provide compensation money to workers or laborers whose employment relationship is based on a PKWT.
- 2) Compensation money is given when the PKWT ends.
- 3) As intended in paragraph (1), compensation money is distributed to workers or laborers who have had the opportunity to work for at least 1 (one) month continuously.
- 4) If the PKWT is extended, compensation money is given when the PKWT period is completed before extending it and during the period of extending the PKWT, compensation money is given after the extension of the PKWT period ends or is completed.
- 5) Compensation money does not apply to foreign workers who are given work by their employer in an employment relationship based on a PKWT.

The amount of compensation provided is in accordance with the following provisions in Article 16 of Government Regulation Number 35 of 2021, namely;

- a. Fixed Term Employment Agreement (PKWT) for 12 (twelve) months , the provision of (one) month's wages;
- b. PKWT is 1 (one) month or more but less than 12 (twelve) months, the calculation of which is proportional by means of calculations.
- c. period x 1 (one) 12 months wages;
- d. Employment Agreement (PKWT) for more than 12 (twelve) months is calculated proportionally , namely : work period x 1 (one) 12 months wages".

Government Regulation Number 35 of 2021, in Article 44 Paragraph (1) which reads as follows: "Employers can carry out layoffs of workers or laborers due to the argument of closing the company whose company has experienced prolonged losses for 2 (two) years or has experienced no prolonged losses for the past 2 (two) years. Workers or laborers have the right to: a. Severance pay in the amount of 0.5 ( zero point five) times the decision of Article 40 Paragraph (4)". So it can be concluded that companies that experience prolonged losses can carry out layoffs of workers or laborers with PKWT, but are required to implement or provide compensation money in the amount according to the rules set by the government through Government Regulation Number 35 of 2021.<sup>16</sup>

Industrial relations disputes are differences of argument that result in disputes between contractors or employers who join together and workers or trade

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<sup>15</sup> Kesia Tamalasari Matantu, "Perlindungan Hukum Terhadap Pekerja Yang Di Phk Akibat Pandemi Covid 19 Berdasarkan Uu No. 13 Tahun 2003 Tentang Ketenagakerjaan," LEX ADMINISTRATUM 9, no. 2 (March 31, 2021), <https://ejournal.unsrat.ac.id/v3/index.php/administratum/article/view/33191>.

<sup>16</sup> Nazifah and Mahila, "Perlindungan Hukum Pekerja Yang Terkena Pemutusan Hubungan Kerja Di Masa Pandemi Covid-19."

unions/labor unions. Labor disputes are disputes between employers or associations of employers with trade unions or unions due to the absence of an acceptable agreement on employment relations, working conditions, and working conditions.

## **5. Conclusion**

In general, according to Article 164 paragraph (1) of the Employment Law, it is as follows: "Employers can carry out Termination of Employment (PHK) of workers or laborers, due to the closure of the company which has experienced continuous losses for 2 (two) years, or forced conditions (force majeure), with the stipulation that workers or laborers have the right to severance pay in the amount of 1 (one) times the provisions of Article 156 paragraph (2), work time reward money in the amount of 1 (one) times the provisions of Article 156 paragraph (3) and replacement money in accordance with the provisions of Article 156 paragraph (4)." The presence of Law Number 11 of 2020 concerning Job Creation or commonly referred to as the Job Creation Law, has eliminated Article 164 of the Employment Law, however Article 154A Paragraph (1) letter c of the Job Creation Law states "The closure of a company which is caused by the company experiencing prolonged losses for 2 (two) years, so that it can be concluded that the company can carry out layoffs of workers or laborers if the company experiences prolonged losses.

Fixed Term Employment Agreement (PKWT) is "A work agreement between workers or laborers and employers to establish a work relationship at a specific time. The Omnibus Law on Employment itself revises the provisions of PKWT in Law Number 13 of 2003 by amending, deleting, and adding articles. Even so, regarding contract employees, the explanation is only in broad terms in Law Number 11 of 2020 concerning Job Creation, with detailed provisions stated in Government Regulation Number 35 of 2021 as a derivative of the Job Creation Law. Government Regulation Number 35 concerning Special Term Employment Agreements, Outsourcing, Working Hours and Rest Hours, and Layoffs provides an explanation of the latest PKWT. Regarding the provisions with compensation for workers with PKWT if PKWT workers are laid off on one side in the middle of their contract period, PKWT workers have the right to receive compensation worth the remaining contract period." Regarding compensation money for PKWT workers who are laid off because their company experiences prolonged losses, it has been regulated in Government Regulation Number 35 of 2021, in Article 44 Paragraph (1) which reads as follows: "Employers can carry out layoffs of their workers or laborers due to the argument of company closure which is caused by the company experiencing prolonged losses for 2 (two) years or experiencing non-continuous losses for 2 (two) years so that workers or laborers have the right to: a. Severance pay of 0.5 (zero point five) times the provisions of Article 40 Paragraph (2), b. Work time awards by providing money worth 1 (one) times the provisions of Article 40 Paragraph (3); and, c. Replacement money for rights in accordance with the provisions of Article 40 Paragraph (4)". So it can be concluded that if a company experiences prolonged losses, it can carry out layoffs of its workers or employees with PKWT, but must implement or provide compensation money in the amount according to the regulations set by the government through Government Regulation Number 35 of 2021.

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