

Legal Protection for Workers Related to Layoff Cases Linked to Law Number 6 of 2023 Concerning Job Creation (Study of Supreme Court Decision Number 600 K/Pdt.Sus-Phi/2024)

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Abstract

Layoffs can be defined as a permanent stop of work between the Company and workers/laborers, or when workers leave the Company that employs them, this research focuses on revealing how worker protection after the enactment of Law Number 6 of 2023 concerning Job Creation, as well as how the judge's consideration in deciding case number 600 K/Pdt.Sus-Phi/2024 in layoff cases. The research method is normative juridical sourced through primary, secondary, and tertiary legal materials, the main object of which is the Supreme Court's decision number 600 K/Pdt.Sus-Phi/2024, which is used to analyze the judges' considerations in layoff cases after the enactment of Law Number 6 of 2023 concerning Job Creation which rearranges the layoff mechanism by emphasizing legal protection, fair compensation, and social security for workers, but still leaves challenges in implementation and legal certainty, the Supreme Court stated that the layoff of Serefina L. Tobing must be qualified as a layoff. Tobing must be qualified as early retirement, and determine compensation in accordance with the provisions of article 56 of Government Regulation Number 35 of 2021, so that the Company is required to pay workers' normative rights fairly. Layoffs in the Indonesian labor system are still a complex problem and require fair legal arrangements. Law number 6 of 2023 concerning job creation significantly changes the structure and mechanism of layoffs, the consideration of judges both at the first and cassation levels, has been carried out carefully, and in accordance with the principles of justice and applicable legal provisions. The Panel of Judges considered that Serefina L. Tobing met the requirements for early retirement as stipulated in the PKB and Government Regulation No. 35 of 2021.

Keywords: *Termination of Employment, Legal Protection, Judges' Consideration.*

INTRODUCTION

In fulfilling their daily needs, each individual human being needs money and in order to get it, they must work, either independently or work for a person/company known as an employee (in government) or worker/laborer (in private). The result of this work is that they

will get a salary to fulfill their living needs which will also improve their welfare (Asri Wijayanti, 2009)

Looking at Article 1 number 25 of Law Number 13 of 2003 concerning employment (Employment Law), PHK or Termination of Employment is "Termination of Employment is the termination of an employment relationship due to a certain matter which results in the termination of the rights and obligations between workers/laborers and employers".

Termination of employment can be defined as the permanent cessation of employment between an employee and his/her company or the employee's transfer to another company or the employee's departure for certain reasons (Erni Dwita Silambi, 2014) There are two types of layoffs, namely those that are voluntarily carried out by the workers themselves without pressure and those that are forced by the company's decision. Generally, companies do not expect to carry out layoffs because it can cause losses in various aspects, such as costs, resources, and the work spirit of workers/laborers (Alfa et al., 2016).

Layoffs are an issue that often becomes the main focus in employment, which is one of the conditions that is avoided and not expected by workers/laborers who are currently still actively working (Rahayu et al., 2025), This will have an impact on the economic stability of workers. In the context of labor law in Indonesia, it is important to pay attention to the protection of the rights of workers who are laid off.

In the case of dismissal of workers due to violations committed by them or the worker being absent, this is strictly regulated in Law Number 13 of 2003 concerning employment, but this has been removed in Law Number 6 of 2023 concerning Job Creation, because companies often give subjective reasons for dismissal (Yahya, 2020).

One of the major obstacles to safeguarding workers' rights is the uncertainty in the law. Although regulations have been established to protect workers' rights when they are fired, they are often not implemented properly. Often workers and employers do not have the same view of the legal rules, which can lead to debate and problems. Therefore, it is very important to increase knowledge about the rights and responsibilities of each party in the employment relationship (Subagyo & Nadapdap, 2022).

The enactment of Law Number 6 of 2023 concerning Job Creation significantly changes employment regulations in Indonesia, including provisions on layoffs. One of the objectives of this Law is to create flexibility in the labor market to support the investment climate. However, this change has raised various pros and cons, especially regarding the reduction of severance pay, simplified layoff procedures, and its impact on worker protection. The prohibition on arbitrary layoffs has a major impact on workers (Koesparmono Irsan, 2016)

Law Number 6 of 2023 concerning Job Creation is required to be able to guarantee the fulfillment of workers' rights due to layoffs in a comprehensive manner, which includes protection of workers' basic rights, including the appropriateness of compensation, the appropriateness of severance pay, and access to employment social security, as well as certainty of justice, transparency, and non-burdensomeness of the mechanism for workers in the layoff process.

The chronology of this case is that Serefina L. Tobing is a worker who has devoted herself for 26 years at PT. Pindo Deli Pulp & Paper Mills, a company engaged in the production of Pulp and Paper, serving as an engineering & maintenance supervisor. During her service, she never received a warning letter or was subject to disciplinary action from the Company. The legal problem began when the Company terminated Serefina's employment in July 2023 for reasons of efficiency. This reason was rejected by Serefina because it was considered unreasonable, considering that the Company continued to operate normally without any indication of loss or bankruptcy.

In response to the layoffs, Serefina filed an early retirement application to the Company. She felt that she had met the age and length of service requirements as stipulated in positive

employment law. Instead of agreeing to the early retirement status, the Company remained adamant that the employment relationship had been terminated on the basis of efficiency. Before taking it to court, the parties had conducted a bipartite which is an effort to resolve the dispute through deliberation at the Karawang Regency Manpower and Transmigration Office, but no agreement was found in the process.

In Serefina's calculations, the total compensation that should have been received as a form of early retirement severance pay reached IDR 338,710,556, including severance pay, length of service awards, replacement rights, and unpaid salaries. Meanwhile, the Company only offered a payment of IDR 155,407,282, by adhering to the calculation of efficiency severance compensation based on the provisions of Article 43 paragraph (2) of Government Regulation Number 35 of 2021 concerning PKWT, Outsourcing, Working Hours and Rest Hours, and Layoffs (PP 35/2021).

This study will focus on revealing How Workers Are Protected in Cases of Layoffs After the Enactment of Law No. 6 of 2023 concerning Job Creation, as well as How Judges Consider in Deciding Case Number 600 K/Pdt.Sus-Phi/2024 in Cases of Termination of Employment.

METHOD RESEARCH

This research method is normative juridical. Soerjono Soekanto defines this approach as a type of legal research that focuses on library materials or secondary data (Soerjono Soekanto, 2001) Obtaining primary data with secondary data through literature studies. In this study, which is normative law, the sources of legal materials include primary, secondary, and tertiary (Amiruddin dan H. Zainal Asikin, 2004). Data was collected through identification and intervention of positive legal regulations, references to the literature studied, and searching for other legal sources related to the legal issues studied (Peter, 2008). This specification is descriptive analytical. The reason behind choosing this specification is to provide a picture of the problem as it is at the time the research is conducted. The main object of this study is the Supreme Court decision Number 600 K/Pdt.Sus-PHI/2024, which is used to analyze the judge's considerations in the case of layoffs after the enactment of Law Number 6 of 2023 concerning Job Creation.

DISCUSSION

1. Perlindungan Pekerja Dalam Kasus PHK Setelah Berlakunya Undang-Undang Nomor 6 Tahun 2023 Tentang Cipta Kerja

The definition of legal protection is based on Satjipto Raharjo's opinion, "Legal protection is providing protection to human rights that are harmed by others and this protection is given to the community so that they can enjoy all the rights granted by law" (Satjipto Rahardjo, 2000). The government provides protection in the form of implementing industrial relations processes along with the creation of positive laws for workers/laborers (Adrian Sutedi, 2009).

Legal protection according to Philipus M. Hadjon's opinion "Legal protection is the protection of dignity and honor, as well as recognition of human rights owned by legal subjects based on legal provisions from arbitrariness" (Philipus M. Hadjon, 1987).

In Indonesia, problems regarding employment often occur, especially for layoffs, which if this happens, the company is obliged to fulfill the rights of workers in accordance with the law. The implementation of this layoff is not immediately carried out arbitrarily and unilaterally, but must be in accordance with Law number 6 of 2023 concerning Job Creation because it follows the principle of freedom between the relationship between workers and their employers (Wibowo & Herawati, 2021).

Law Number 6 of 2023 concerning Job Creation is valid as the stipulation of Government Regulation in Lieu of Law Number 2 of 2022 which significantly changes the employment

system in Indonesia. One of the things that has received a lot of attention is the regulation regarding layoffs which has been adjusted to encourage flexibility in the labor market, but still pays attention to workers' rights. In Article 154A Paragraph 1 of Law Number 6 of 2023 concerning Job Creation, it is stated that employers, workers/laborers, and/or trade unions/labor unions can carry out layoffs on the basis of an agreement. This emphasizes the importance of a consensus mechanism in the process of terminating employment as a form of initial protection for workers from unilateral actions by employers. Article 154A Paragraph 1 mentions several reasons for this PHK, namely "Termination of Employment can occur for the following reasons: (a) The company is merging, amalgamating, taking over, or separating the company and the worker/laborer is unwilling to continue the employment relationship is unwilling to continue the employment relationship or the employer is unwilling to accept the worker/laborer; (b) The company is carrying 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) The company is closed due to the company experiencing continuous losses for 2 (two) years; (d) The company is closed due to force majeure; (e) The company is in a state of suspension of debt payment obligations; (f) The company is bankrupt; (g) There is a request for termination of employment submitted by the worker/laborer on the grounds that the employer has committed acts of abuse, rudely insulting or threatening the worker/laborer, persuading and/or ordering the worker/laborer to commit acts that are contrary to laws and regulations, not paying wages on time as determined for 3 (three) consecutive months or more, even though the employer pays wages on time after that, not carrying out obligations that have been promised to workers/laborers, ordering workers/laborers to carry out work outside that which was agreed upon; or providing work that endangers the life, safety, health, and morality of workers/laborers while the work is not stated in the work agreement; (h) There is a decision of the Industrial Relations Dispute Resolution Institution stating that the employer has not carried out the actions as referred to in letter g regarding the application submitted by the worker/laborer and the employer decides to terminate the employment relationship; (i) The worker/laborer resigns of his/her own free will and must meet the requirements, namely submitting a written resignation application no later than 30 (thirty) days before the start date of resignation, not being bound by a work bond; and, continuing to carry out his/her obligations until the start date of resignation; (j) The worker/laborer is absent for 5 (five) working days or more in a row without written information accompanied by valid evidence and has been summoned by the employer 2 (two) times properly and in writing; (k) The worker/laborer violates the provisions stipulated in the work agreement, government regulations, or joint work agreement and has previously been given a first, second, and third warning letter in writing. consecutively each valid for a maximum of 6 (six) months unless otherwise stipulated in the employment agreement, government regulation, or collective employment agreement; (l) The worker/laborer is unable to perform work for 6 (six) months due to being detained by the authorities on suspicion of committing a crime; (m) The worker/laborer experiences prolonged illness or disability due to a work accident and is unable to perform work after exceeding 12 (twelve) months; (n) The worker/laborer enters retirement age; or (o) The worker/laborer dies."

The re-arrangement regarding compensation due to layoffs is regulated in Law Number 6 of 2023 concerning Job Creation, which is stated in Article 165, namely the right for workers to receive severance pay, awards during their work, and replacement of their rights, PP 35/2021 as an implementing regulation stipulates different calculations depending on the reasons for layoffs such as due to efficiency, retirement, or serious violations. This condition has the potential to cause legal uncertainty and disparity in protection if not accompanied by strict supervision, considering that not all workers understand the details of the calculation correctly.

In terms of social security for workers, it is also contained in Law Number 6 of 2023 concerning Job Creation. This is reflected in Article 46B which introduces the Job Loss

Guarantee (JKP) scheme as a form of economic protection. Through the JKP program, workers who lose their jobs still receive benefits in the form of cash, access to job market information, and job training. This program is part of a comprehensive protection system that not only focuses on severance pay, but also rehabilitation in the medium term.

The aim of this work protection is to ensure that the work relations system runs smoothly without any party exerting pressure so that employers are required to follow the regulations in protecting workers' rights as per existing positive law (Tri Septiyo Nururrohim, Made Warka, 2024).

2. Pertimbangan Hakim Dalam Memutus Perkara Nomor 600 K/Pdt.Sus-Phi/2024 Dalam Kasus Pemutusan Hubungan Kerja

The judge's consideration is the stage where the panel of judges assesses the facts revealed in the trial. This is a crucial element that affects the quality of the court's decision, which includes the principles of justice and legal certainty. In addition, the judge needs to make a careful assessment because there are interests from the parties involved in the case. If the judge's consideration is not complete, precise and wise, then it is possible that the consideration will be revoked through the Supreme Court Decision (Mukti Arto, 2004) A judge has the authority to make a decision in a legal case, the judge is considered to be the one who understands the law the most, so he is not allowed to refuse to examine and try a case that is submitted. This provision is regulated in Article 10 Paragraph 1 of Law Number 48 of 2009 concerning Judicial Power, namely "The court may not refuse to examine and try a case that is submitted on the grounds that the law does not exist or is unclear, but is obliged to examine and try"(Janis Makarimah, Yuniar Rahmatiar, n.d.).

At the cassation level, the Supreme Court in its consideration stated that the plaintiff, namely Serefina L. Tobing, had met the requirements for early retirement as stipulated in Article 62 paragraph (7) letter b of the Joint Working Agreement (PKB) XI between PT Pindo Deli Pulp and Paper Mills and the workers' union for the period 2021-2023. With a work period of 26 years, the plaintiff was deemed eligible to apply for early retirement, and therefore, the termination of employment that occurred must be qualified as early retirement, not due to efficiency as claimed by the Company. The Supreme Court agreed with the decision of the Industrial Relations Court of the Bandung District Court which had previously stated that the layoffs occurred due to early retirement as of July 30, 2023.

The Supreme Court considered that the calculation of compensation determined by the *judex facti* was in accordance with the applicable legal provisions, namely Article 56 of PP 35/2021. In this provision, it is stated that workers who retire early are entitled to severance pay of 1.75x under Article 40 paragraph (2), and an award during work of 1x under Article 40 paragraph (3). Therefore, there was no error in the application of the law by the first instance court either in determining the legal basis for early retirement or in calculating the normative rights of workers.

The Supreme Court then confirmed that all the reasons for the cassation filed by the Company were not based on law. In this case, the court stated that the legal considerations of *judex facti* had been carried out appropriately, comprehensively, and did not conflict with laws and regulations. On this basis, it decided to reject the cassation application and upheld the previous decision.

In the examination of the main case in the Decision of the Bandung District Court Number 176/Pdt.Sus-PHI/2023, the panel of judges found that although the layoffs were carried out on the grounds of efficiency, it cannot be ignored that the plaintiff had rejected the basis of efficiency and chose to apply for early retirement, based on his normative rights as a worker who had worked for more than 26 years and met the age requirements. This fact is reinforced

by the provisions in the Company's Collective Labor Agreement (PKB) which states that workers who are at least 50 years old and/or have a minimum work period of 20 years can apply for early retirement, with the condition of approval from the leadership. The panel of judges considered that this difference in interpretation did not basically cancel the substance that the employment relationship had indeed ended legally and that workers' rights must still be granted.

The judge's considerations also relate to the aspect of calculating wages as the basis for calculating compensation. The plaintiff argued that the last salary he received was IDR 12,221,787, while the Company stated that the amount was only IDR 7,826,266. After examining the evidence in the form of pay slips and wage structures, the panel of judges determined that the amount that was appropriate to be used as the basis for calculating compensation was IDR 9,224,082, per month, which is the amount consisting of basic wages and fixed allowances that are always paid routinely. This decision shows that the judge prioritizes the principle of substantive justice in assessing evidence of income to ensure appropriate compensation. That the provisions in Article 56 of Government Regulation No. 35/2021, state that layoffs can occur due to retirement age. In this case, the Worker/Laborer is entitled to severance pay in the amount of 1.75x the provisions of Article 40 paragraph (2), a length of service award in the amount of 1x the provisions of Article 40 paragraph (3), and replacement of his rights as in Article 40 paragraph (4).

In the a quo case, the termination of employment that occurred between the parties was due to retirement, so the opinion of the Panel of Judges stated that it would be fair if the punishment for the Defendant was to pay compensation in cash and at the same time for the Plaintiff as stated in Article 56 of Government Regulation No. 35/2021, the payment of compensation is in the form of severance pay in multiples of 1.75, long-term service award money in multiples of 1x from Article 40 paragraph (3), and replacement of rights in accordance with Article 40 paragraph (4).

For the replacement money as referred to in Article 156 paragraph (4) of Law No. 13 of 2003 concerning Manpower in conjunction with Article 81 paragraph (44) of Law No. 6 of 2023 concerning Job Creation, workers are required to receive it in the amount of annual leave that has not been taken and has not lapsed, the cost or expenses of returning workers and their families to their place of work, and others in accordance with what is stated in their employment contract, but in the trial, no facts were found regarding this information so that the Panel of Judges could not determine the calculation of the plaintiff's replacement rights. Therefore, the amount of compensation that must be given by the Defendant to the Plaintiff is:

Name	Serefina L. Tobing		
Years of service	26		
Wages	Rp. 9.224.082		
a.	Severance pay	1,75 x 9 x Rp. 9.224.082,-	= Rp. 145.279.291
b.	Prize money	1 x 10 x Rp. 9.224.082,-	= <u>Rp. 92.240.820</u>
	Amount		= Rp. 237.520.111

In the end, the Panel of Judges concluded that the Plaintiff's early retirement request was acceptable and worthy of being used as a basis for compensation. Although from the beginning the layoff was based on reasons of efficiency, the fact that the Plaintiff actively chose early retirement and met the normative requirements made the basis more relevant and fair to be used in legal considerations. This is what made the Plaintiff's lawsuit partially granted and the Defendant was sentenced to pay a number of normative rights as demanded by the Plaintiff. Meanwhile, the request regarding the implementation of forced money (dwangsom) was not granted, because it contradicts the principles in the Supreme Court's jurisprudence which states that dwangsom cannot be requested for money petitum.

Conclusion

Looking at the explanation of the previous discussion, the conclusion obtained is that legal protection for workers, especially in the context of termination of employment, is a real manifestation of the state's efforts to guarantee human rights in the employment sector. As emphasized by experts, this protection is not only normative, but also functional in ensuring that workers do not become victims of arbitrary actions. Law Number 6 of 2023 concerning Job Creation has regulated the mechanism of layoffs in detail and provides a basis for protection through provisions on severance pay, length of service awards, and the Job Loss Guarantee (JKP) program. However, the implementation of this regulation still requires strict supervision so as not to cause inequality and so that workers' rights can be fulfilled fairly and proportionally in industrial relations practices.

From the explanation that has been presented, it can be concluded that the judge's considerations, both at the first level and the cassation, have been carried out carefully, comprehensively, and in accordance with the principles of justice and applicable legal provisions. The Panel of Judges considered that Serefina L. Tobing met the requirements for early retirement as stipulated in the PKB and Government Regulation No. 35 of 2021, and rejected the reason for layoffs due to efficiency submitted by the company. Based on evidence of length of service and wage components, the judge determined that the appropriate compensation provided includes severance pay of 1.75 times and 1 time of length of service award, so that the total that must be paid is IDR 237,520,111. This decision emphasizes that termination of employment due to early retirement must still guarantee the normative rights of workers, and that inaccurate legal considerations can be overturned through the cassation mechanism in order to ensure substantive justice.

Suggestion

As a form of more optimal legal protection for workers in cases of Termination of Employment (PHK), it is recommended that the government strengthen supervision of the implementation of Law Number 6 of 2023 concerning Job Creation and its derivative regulations, especially in terms of PHK procedures and compensation. In addition, companies must be more transparent and consistent in implementing normative provisions that have been mutually agreed upon, such as the Collective Labor Agreement (PKB), so as not to harm workers. The Supreme Court's decision in the Serefina L. Tobing case should be a reference in upholding substantive justice, and encourage judges to consider real conditions and not merely formal reasons in deciding employment cases.

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