

LEGAL PROTECTION FOR HOUSED WORKERS DURING THE COVID-19 PANDEMIC IN CIREBON CITY

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Abstract

The Covid-19 pandemic which is also endemic in Cirebon City has caused huge losses in various sectors. For the community as workers, or entrepreneurs who own companies, as well as the state, it will also be affected. The company lays off its workers but does not provide full labor rights, which is part of the company's responsibility. The company gave the reason that this happened because of the Force Majeure effect of the Covid-19 pandemic. In the end, they were just sent home with only a certificate obtained from the hotel, without any clarity from the company in the letter when they would return to work and the rights they had obtained. In this study, the authors used a normative juridical approach, namely an approach through applicable laws and made as prime legal material data. Then proceed with collecting data on secondary legal materials obtained from literature studies in the form of legal books, legal journals, and other literacy related to the core of this research. As well as tertiary legal materials obtained from legal dictionaries, Indonesian dictionaries, and other dictionaries. The results of the research using the above method show that: (1) There is an employment relationship, workers who are laid off still have the right to get a complete statement containing how long they have been laid off, the amount of wages they get, the rights they get must be listed in accordance with there is an element of the Written Agreement for legal certainty, (2) For workers who are laid off, they still have the right to get their full rights because the company that has been affected is included in the Relative Force Majeure category. Then the company can apply for a suspension of wages.

Keywords: Legal Protection, Homework, Covid-19 Pandemic

INTRODUCTION

Every individual has the right to get a job so that the necessities of life for themselves and their families can be met by covering clothing, food and shelter to live a decent life. In accordance with what is explained in the 1945 Constitution, Article 27 paragraph (2) explains that every citizen has the right to work and a life worthy of humanity.

A person is said to be a worker if he is bound to a company, whether the company is owned by the government or privately owned. The large number of people who work and are bound by companies results in the birth of legal rules on the basis of the existence of a working relationship. The legal form of an employment relationship is a work agreement. Which in the work agreement includes a system of wages and provision of labor social security between the company and workers. These legal rules are regulated in Law Number 13 of 2003 concerning Manpower or better known as Labor Law.

Wages given to workers are in accordance with what they do and according to what is needed can be fulfilled, so that this must be seen by the company as a form of responsibility towards workers. This is in line with the implementation of wages in Indonesia itself in providing workers' welfare. On that basis, the respective minimum wages are set in each region.

The importance of wages for labor will cause problems that arise and are very complex. The reason is that the position of workers tends to be weak compared to that of companies, so that a sense of injustice often arises for workers in Indonesia. It is possible that companies may experience bankruptcy, reduced income or income, or other consequences and conditions, so that companies often take actions to lay off their workers which does not rule out the possibility of termination of employment or layoffs. This situation is currently being felt by workers working in private companies due to the Covid-19 virus outbreak throughout the world, including Indonesia.

In conditions related to these obstacles, currently many companies are laying off workers as is the case in the case found on the voaindonesia.com page regarding workers who were laid off and cut in half the wages of 37 employees of PT Net Mediatama Televisi in the news department since May 2020. Without prior notification, employees were given a company decision letter on the grounds of the Covid-19 pandemic and the impact on efficiency. They were immediately given a letter and laid off and there was a unilateral salary cut, so that in the end the Net workers gave a subpoena to company management. Furthermore, a bipartite meeting was held until mediation by the DKI Jakarta Manpower and Transmigration Office because the company was considered to have taken an action that was not in accordance with statutory regulations.

A similar case was also found on the tribunnews.com/business page related to the Solidarity of Indonesian Workers' Struggle (SPBI) Kentucky Fried Chicken (KFC) which showed its disappointment at the unilateral decision of the management of PT Fast Food Indonesia Tbk. who, without prior negotiation with workers, made a decision during the Covid-19 pandemic regarding laying off 450 workers without clear reasons and causes. In this case, the government was demanded by the Solidarity of Indonesian Workers' Struggle (SPBI), to follow up on the actions of PT. Fast Food Indonesia for violating employee payroll regulations and disturbing workers who were laid off. These well-known companies, without any negotiation or collective agreement with the labor unions, immediately made a unilateral decision which was detrimental to the workers who were laid off and did not get their rights to labor remuneration.

Airline PT. Garuda Indonesia (Persero) Tbk where the company, based on the tempo.com page, laid off 400 flight attendants for 3 months and proportionally cut salaries, the implementation of which starts from the directors to the staff. The housing is passed 10 percent for the staff level up to 50 percent for the directors so it is enforced fairly and still prioritizes the company's obligations on labor rights, the company is also still trying to provide a Holiday

Allowance (THR). As well as PT. Matahari Department Store Tbk, which is based on data obtained from the Kumparan.com page that employees in all outlets are laid off but employees who are laid off still get a salary even though they are not paid in full.

Since the start of the spread of Covid-19 in Indonesia which was announced on March 2, 2020, until now it is still a frightening specter for the community. It's been 2 years since the community has been haunted by the danger of the Covid-19 virus, where the virus continues to mutate and spread not only in the City/Regency of Cirebon, but also throughout Indonesia and even the world. The process of spreading was relatively fast in just a few months so that the country and its territories were unable to balance the situation to tackle and prevent an outbreak of the Covid-19 virus deftly. The case of the rapid spread of the Covid-19 virus did not escape the workforce and companies, which in the end were still affected by the outbreak.

Due to this incident, several countries made regulations by imposing lockdowns in an effort to prevent the spread of the Covid-19 virus. The Indonesian government itself uses the lockdown method in the form of a Large-Scale Social Restrictions (PSBB) policy to suppress the spread of this virus. In an effort to prevent the spread of the Covid-19 virus, the regional government of Cirebon City has compiled and implemented rules in the form of a protocol to prevent the spread of the Covid-19 virus by closing the flow of vehicles at several entrances to Cirebon City, reducing working hours at night, implementing social distancing (implementation of keep your distance) with a minimum distance of 1 meter from the people around it, and limit activities outside the home except for very urgent needs.

Based on the Decree of the President of the Republic of Indonesia Number 12 of 2020 concerning Stipulation of Non-Natural Disasters of the Spread of Corona Virus Disease 2019 (Covid -19) as a National Disaster in which President Joko Widodo stated that non-natural disasters caused by the spread of Corona Virus Disease 2019 (COVID-19) are natural disasters. national. So that based on a condition that is said to be Force Majeure.

The term Force Majeure or which is synonymous with Overmacht, and is defined as a force majeure or force majeure. Force Majeure is a condition that releases debtors who do not or cannot fulfill their obligations, from the responsibility to provide compensation, costs and interest, and/or the responsibility to fulfill these obligations. This teaching is based on the possibility that in the implementation of the agreement an event may occur that cannot be predicted beforehand and beyond the fault of the debtor, and then the event prevents the debtor from fulfilling the achievements as agreed. This Force Majeure is also known in the Civil Code, which is contained in Articles 1244 and 1245 of the Civil Code. The provisions of the two articles state that in the event of a Force Majeure, the debtor's non-performance will not result in legal consequences in the form of reimbursement of costs, losses and interest to the creditor.

The working relationship between employers and workers is based on the existence of an employment agreement or contract. And judging from the reality above, this connection is where companies often lay off workers but do not provide full labor rights, which is part of the company's responsibility. However, this goes hand in hand with the reason that this happened because of the Force Majeure effect of the Covid-19 pandemic. In the end, they were just sent home with only a certificate obtained from the hotel without any clarity from the company in the letter when they would return to work, how much wages they received, and what benefits they received.

RESEARCH METHODS

In accordance with the problems and research objectives, the research approach used is normative juridical research which is doctrinal legal research. Because this research will examine the application of applicable laws with the form of implementation that is being carried out as the basic material in this research reference. The type of research used by the author in this study is qualitative research. Because the data collection is in a scientific setting with the

intention of interpreting the phenomena that occur where the researcher is the key instrument, so that they can describe it according to the facts. Analysis of the legal materials used are primary legal materials, secondary legal materials, and tertiary legal materials. Primary legal material is legal material that is authoritative, meaning that it has authority originating from legislation, official records, or treatises in making laws and judges' decisions. Secondary legal materials consist of introductory books on labor law, books on employment, books on the application of laws related to employment, books on settlement of cases that often occur in the context of employment, as well as opinions from experts and other references from the internet as well as results from legal research related to this research. Tertiary legal materials obtained from legal dictionaries, Indonesian dictionaries, encyclopedias, and others.

In order to be more accurate and in-depth in obtaining the required data, the authors used the technique of collecting legal materials used in this research by means of literature studies, interviews, and observations. As well as the data collection method in this study was carried out by collecting the results of the analysis which will later be linked to the provisions and principles of the law in accordance with the issues discussed. By using normative tools as a reference which includes the interpretation and construction of law. And analyze using qualitative methods, so as to draw a conclusion by deduction.

RESULT AND DISCUSSION

Legal protection for workers who were laid off during the Covid-19 pandemic based on applicable laws and regulations.

The position of workers in essence can be viewed from two aspects, namely from a juridical perspective and from a socio-economic perspective. From a juridical perspective, the position of workers and employers is the same, but from a socio-economic perspective, workers need legal protection from the state for arbitrary actions by employers because sociologically, employers are higher than workers.

The fundamental changes that have taken place in the scope of employment, especially since the Covid-19 pandemic, have had an extraordinary impact on both the company/employer side and the workers side. Income is decreasing day by day, forcing companies to lay off workers to keep the company from going out of business. So it has an impact on the fate of workers who ultimately cannot meet their usual needs.

Even in taking steps which must be taken by the company to lay off workers, on this basis the company still has to carry out its obligations to provide rights for workers while they are laid off in accordance with applicable laws and regulations. Workers who are laid off still have a working relationship with the company. In responding to the current conditions, the company not only saves the company, but also the fate of the workers that must be considered.

The theory of legal protection according to Prof. Dr. Satjipto Rahardjo, S.H was inspired by the legal objectives put forward by Fitzgerald. The purpose of law according to Fitzgerald is to integrate and coordinate different interests in society by protecting and limiting these different interests. Based on this concept, Rahardjo defines legal protection as an effort to protect someone's interests by giving them the human right to have the power to act in the context of that interest.

According to Abdul Hakim, what is meant by labor protection is to guarantee the continuity of a harmonious working relationship system for both parties without being accompanied by pressure from any party. Judging from the above understanding, it can be concluded that protection for workers is a very basic full right to be given to workers as a form of obligation that must be given from the company and/or company as the employer.

Legal protection for workers is part of the protection of citizens as a state obligation. Basic rights as human beings must be fulfilled by getting protection wherever they work to get their basic rights and guarantee equality of opportunity with fair treatment without

discrimination on any basis to realize the welfare of workers. The form of the basic rights of the workforce itself is in the form of work rewards in the form of wages, salaries, and so on; facilities and various allowances/funds which, according to the agreement, will be provided by the company to him; good and fair treatment for workers; guarantee of protection for occupational safety, health and welfare; and clarity on work agreements that apply during the employment relationship.

According to data provided by the Cirebon City Manpower Office, the total workforce in Cirebon City itself, from 2015 to August 2021, was 155,798 people who were actively working or looking for work. So that it is clear that there are workers in the city of Cirebon who are also entitled to get their rights contained in Law Number 11 of 2020 concerning Job Creation.

- a. Since the Covid-19 pandemic became endemic in Indonesia, the city of Cirebon has not been spared the impact of the Covid-19 pandemic. The Cirebon City Government issued Cirebon Mayor Regulation Number 14 of 2020 concerning Implementation of Large-Scale Social Restrictions (PSBB) in Handling Corona Virus Disease 2019 (Covid-19) in the Cirebon City Region which imposes restrictions on activities outside the home, including:
- b. Implementation of learning in schools and other educational institutions;
- c. Work activity at work;
- d. Religious activities in houses of worship;
- e. Activities in public places or facilities;
- f. Social and cultural activities; and
- g. The movement of people and goods using modes of transportation.

Based on Cirebon Mayor Regulation Number 14 of 2020 concerning Implementation of Large-Scale Social Restrictions (PSBB) in Handling Corona Virus Disease 2019 (Covid-19) in the Cirebon City Region, one of the major impacts of imposing activity restrictions is the impact of reduced company revenue. Which in the end it affects the course of business activities from what it should be. One form of countermeasures carried out by the company to save the company is by laying off some of its employees and also because of the matter of the mayor's regulation which does limit the number of workers in the workplace.

The results of the research that I have done at one of the hotels in Cirebon City, where the hotel has experienced the impact of the Covid-19 pandemic outbreak where hotel visitors have decreased so that it affects the amount of income while to maintain its operation there are still outgoing funds such as payments maintenance of existing facilities at the hotel, the hotel also continues to make electricity payments, and pays wages to employees who are still working at the hotel in full and wages for workers who are laid off.

Employees who are laid off between April and December 2020 are entitled to a 30% wage rate and also receive BPJS Health benefits. Meanwhile, employees who are laid off between January and June 2021 receive a wage rate of 50% and also receive BPJS Health. Likewise, employees who are laid off between July and December 2021 receive a wage rate of 70% and also BPJS Health benefits. The UMK normal wage in Cirebon City is Rp. 2,219,487.67, -.

The path taken by the hotel is to lay off 55 of its employees, some of whom are contract employees with the work agreement system, namely the Specific Time Work Agreement (PKWT) and also some who are laid off are permanent employees.¹

As for the rights that are not obtained while the workers are laid off, namely in the form of BPJS Employment which is cut by the hotel. And there is no clear explanation when the laid off workers will be reinstated. Because the system implemented by the hotel is calling work in stages.

¹ Bapak AS selaku HRD di dalam satu hotel di Kota Cirebon – Hasil wawancara pada tanggal 25 Juli 2022 Pukul 14:00.

In line with the opinion of one of the employees who worked at the hotel who said that he was a permanent employee as a Cashier Front Office who was also a victim who was laid off. Before being laid off, all employees were met with the HRD section and the General Manager that there would be employees who had to be laid off, as well as being notified of the amount of wages and benefits they would receive. The amount of wages he got at that time was 30% of the UMK in force in Cirebon City and BPJS Health benefits. The length of time for him to be home is one month. And when he was rehired, the hotel contacted him to return to work.

Workers who are laid off get their rights from the hotel by negotiating which results in a mutual agreement. However, the result of the agreement was no form of written agreement. The form of the agreement is limited to a verbal agreement carried out by collective bargaining with the workers who will be laid off.

From the results of the research above, I can analyze that if a company experiences difficulties that can affect employment, the company has efforts to make. With the Circular of the Minister of Manpower Number SE-907/MEN/PHI-PPHI/X/2004 Concerning the Prevention of Mass Termination of Employment in letter f, it explains that before terminating their employees, companies can make efforts to lay off or lay off workers/ temporary workers. So that the company can make these efforts before terminating employment with its employees because termination of employment must be the last resort to be made. And the steps taken by the hotel in laying off workers are appropriate efforts.

As long as the workers are laid off, they still have status as workers and are bound by a working relationship with the company so that they are still entitled to their rights as workers, including the matter of wages. Considering that there are no laws and regulations governing workers' wages while at home, then in this case the rights regarding workers' wages are regulated in the Circular of the Minister of Manpower Number SE-05/M/BW/1998 Year 1998 concerning Workers' Wages Those Who Are Being Home Are Not In The Direction Of Termination Of Employment. In the circular letter, the right to wages for laid-off workers is regulated as follows:

1. The company continues to pay wages in full, namely "in the form of basic wages and also fixed benefits while the worker is laid off, unless otherwise stipulated in the Work Agreement as company regulations or Collective Labor Agreement;"
2. If "the company is not going to pay workers' wages in full, so that it is negotiated with the trade union and/or workers regarding the amount of wages while at home and the length of time at home."

The results of the research above show that the hotel only provides wages of 30% -70% of the UMK in Cirebon City and a fixed allowance in the form of BPJS Kesehatan based on the agreement of two parties, namely between the hotel and the laid off workers. This is in line with the legal requirements for an agreement as explained in Article 1320 of the Indonesian Civil Code. The conditions for the validity of the agreement are regulated in article 1320 of the Civil Code, namely as follows:

1. There is an agreement for those who bind themselves;
2. The ability of the parties to make an agreement;
3. A certain thing; and
4. A cause (causa) that is lawful.

So that the wage agreement of 30% -70% of the Cirebon City UMK and fixed allowances in the form of BPJS Health is still considered valid in accordance with Article 1320 of the Civil Code.

With the existence of a work agreement between the employees and the hotel, there is a working relationship between the company and the workers/laborers based on the work agreement. The employment relationship itself has elements of work, wages and orders. The agreement on wages of 30% -70% and fixed benefits in the form of BPJS Kesehatan is one of

the elements of an employment relationship. Even if the workforce is laid off, they include workers who still have a working relationship with the hotel. With this working relationship, whatever form of agreement the laid off workers still have a work agreement with the hotel must be written down. In Article 54 paragraph (1) letter a to letter i Law Number 13 of 2003 Concerning Manpower explains that work agreements made in writing contain at least the company name, company address, type of business; name, gender, and address of the worker; position or type of work; place of work; the amount of wages and the method of payment; working conditions that contain the rights and obligations of the company and workers; start and period of validity of the work agreement; the place and date the work agreement was made; the signatures of the parties in the employment agreement. And in Article 54 paragraph (3) it explains that the work agreement referred to in paragraph (1) is made at least in two copies which have the same legal force, and workers/laborers and companies are obliged to each get one copy of the work agreement.

Also in Article 52 paragraph (1) of Government Regulation Number 36 of 2021 concerning Wages which explains that workers/laborers or legally appointed attorneys have the right to ask for information regarding wages for themselves in the event that information regarding wages can only be obtained through company documents. The definition of company documents itself is contained in Article 1 number 2 of Law Number 8 of 1997 concerning Company Documents which explains that company documents are data, records and/or information made and/or received by companies in the context of carrying out their activities. , whether written on paper or other means or recorded in any form that can be seen, read or heard. Further explained in Article 2 to Article 4 of Law Number 8 of 1997 Concerning Company Documents. The form of company documents itself consists of financial documents and other documents. Financial documents consist of records, bookkeeping evidence, and financial administration supporting data, which are evidence of the existence of rights and obligations as well as the business activities of a company. While other documents consist of data or any writing that contains information that has use value for the company even though it is not directly related to financial documents.

In line with the theory of legal protection itself as an effort to protect the interests of workers by providing them with human rights on the basis of labor protection to ensure the continuity of a harmonious working relationship system for both parties without pressure from any party. Thus, legal protection for workers is created in order to fulfill the basic rights of the workers themselves in the form of employee benefits in the form of wages, salaries, and so on; facilities and various allowances/funds which, according to the agreement, will be provided by the company to him; good and fair treatment for workers; guarantee of protection for occupational safety, health and welfare; and clarity on work agreements that apply during the employment relationship.

So it is clear that an agreement on fixed wages and benefits in the form of Health BPJS, the BPJS Employment cut and the validity period for laid off workers when it starts and when it finishes for being laid off is already an element of the contents of the work agreement made in writing. So of course it is mandatory for the hotel to make a new work agreement with elements of the contents that contain a new agreement made in writing on the agreement between employees who are laid off even though they are status as contract employees with the work agreement system is a Specific Time Work Agreement (PKWT) with the party the hotel as a corporate party.

Legally, if a dispute occurs, it will greatly assist the verification process. Therefore, to ensure certainty of the rights and obligations of the parties, the agreement is made in written form. But it cannot be denied, in reality there are still many people who make agreements that are not written or verbal, so that the agreement is only made on the basis of trust.

If the new agreement is not made in writing, then the agreement is stated as a work agreement for an indefinite period of time. This has been explained in Article 57 paragraph (1) and paragraph (2) of Law Number 13 of 2003 concerning Manpower which explains that work agreements for a certain time are made in writing and must use Indonesian language and Latin letters. If it is not made in writing, it is stated as a work agreement for an indefinite period of time. And if the worker's right to ask for information regarding wages that are only obtained through company documents is not successful, they can ask for assistance from the UPTD Labor Inspection Region III Cirebon based on the legal basis contained in Article 52 paragraph (2) of Government Regulation Number 36 of 2021 concerning Wages that explains that if the request for information as referred to in paragraph (1) is not successful, then the worker or the designated proxy has the right to ask for assistance from the labor inspector.

Efforts that can be made for workers who have been laid off for compensation rights that were not given in full during the Covid-19 pandemic

During this pandemic, many companies experienced financial problems which ultimately affected the workforce's non-fulfillment of the right to full compensation. As in the case above where the hotel did not give full rights during the pandemic to workers who were laid off. So that it has an impact on the finances of the laid off workers. One of the workers at the hotel complained that by laying off the workforce, all matters related to finances became chaotic. Especially those who have children, whose children go to school online, who have to spend more money for the quota, which was initially not on the spending list than usual. During the pandemic, many funds were issued out of habit. In the end, the laid-off workers sell several items, such as selling motorbikes in order to be able to meet their needs. Basically the reason they work is to get wages as the basis for fulfilling their life. In line with the meaning of labor in Law Number 13 of 2003 concerning Manpower, which explains that labor is every person who is able to do a job in order to produce goods and services both to meet their own needs and that of the community.

In responding to Covid-19, the President of the Republic of Indonesia, Joko Widodo, has made and issued Presidential Decree Number 12 of 2020 concerning Stipulation of Non-Natural Disasters with the Spread of Corona Virus Disease 2019 (Covid-19) as a National Disaster as a legal basis for Force Majeure. We can pay attention to this. First point of Presidential Decree Number 12 of 2020 concerning the Stipulation of Non-Natural Disasters with the Spread of Corona Virus Disease 2019 (Covid-19) as a National Disaster. Where, the first point of Presidential Decree Number 12 of 2020 concerning Stipulation of Non-Natural Disasters of the Spread of Corona Virus Disease 2019 (Covid-19) as National Disasters stipulates that declaring non-natural disasters caused by the spread of Covid-19 as a national disaster.

In general, it is possible for the Covid-19 pandemic to be used as the basis for an event that causes a Force Majeure in an agreement. The emergence of the Covid-19 pandemic is something beyond the control of the parties to the agreement, especially the company. The spread of Covid-19, which is so massive and affecting work relations activities, is basically unpredictable by employers in implementing full worker rights. Failure to fulfill workers' rights due to the condition of employers affected by the Covid-19 pandemic is very likely to apply Force Majeure teachings in its implementation. However, the application of Force Majeure in the failure to implement the granting of rights to workers arising from the employment agreement cannot be used as a general principle. The application of Force Majeure caused by the Covid-19 pandemic in agreements, including in work agreements must depend on an analysis of the facts and situation in each case.

During the current Covid-19 pandemic, hotels have lost a lot of income, causing hotels to be unable to provide their rights in full. So that the dispute can be done through the settlement

of industrial relations disputes. In line with what is stipulated in Law Number 2 of 2004, industrial relations disputes that arise can be resolved through conciliation (non-litigation) and court (litigation). The path of non-litigation peace can be carried out through bipartite negotiations, mediation, conciliation and arbitration. While the litigation route can be resolved by the Industrial Relations Court which specifically handles cases of industrial relations disputes.²

With the problems above, there are several legal consequences. From Presidential Decree Number 12 of 2020 concerning the Stipulation of the Non-Natural Disaster of the Spread of Corona Virus Disease 2019 (Covid-19) as a National Disaster above, Covid-19 can be declared a Force Majeure. However, with Presidential Decree Number 12 of 2020 concerning the Stipulation of Non-Natural Disasters with the Spread of Corona Virus Disease 2019 (Covid-19) as a National Disaster, companies cannot necessarily postpone or cancel the agreement. Due to the wide range of possible Force Majeure circumstances or situations, the parties to obtain legal certainty usually include a clause listing events that may become Force Majeure in their agreement.

So that if the workers feel that they have been harmed over a problem with their rights, the workers can file a dispute regarding the problem of not being given their full rights, this is a form of industrial relations dispute regarding rights that are not fulfilled in accordance with Law Number 2 Year 2004 concerning Settlement of Industrial Relations Disputes. As mentioned, industrial relations disputes are differences of opinion that result in conflict between companies and workers due to disputes over rights, disputes over interests, disputes over termination of employment, and disputes between unions within one company.

The problem of non-payment of rights in full is a problem of industrial relations which is included in the cause of the existence of disputes over rights. The definition of a dispute over rights itself is a dispute arising from non-fulfillment of rights as a result of differences in the implementation or interpretation of statutory provisions, work agreements, company regulations, or collective bargaining agreements.

In the settlement of the above cases where the problem is not given the right in the form of wages that are not given in full, it can be done bipartitely. The following are the stages of bipartite settlement in accordance with Law Number 2 of 2004 concerning Settlement of Industrial Relations Disputes, namely:

1. If the bipartite negotiations reach an agreement, a Collective Agreement will be drawn up which is agreed upon by the parties.
2. The Collective Agreement is binding and becomes law and must be implemented by the parties.
3. The Collective Agreement resulting from the consensus must be recorded at the Industrial Relations Court at the local District Court.
4. The Collective Agreement that has been registered is given a deed of proof of registration of the Collective Agreement and is an integral part of the Collective Agreement.
5. If the Collective Agreement is not implemented by one of the parties, the injured party may submit a request for execution to the Industrial Relations Court at the District Court in the area where the Collective Agreement is registered to obtain an execution order.
6. If within a period of 30 working days one of the parties refuses to negotiate, and/or has negotiated but has not reached an agreement, bipartite negotiations are deemed to have failed.

Therefore, negotiations between workers and the hotel are carried out in advance to resolve industrial relations disputes. Disputes in industrial relations must be resolved first through bipartite negotiations by deliberation to reach a consensus. So the effort that can be

² M. Thaib, dan Ramon Nofrial., *Loc. Cit.*

made in a bipartite settlement is to postpone wages and implement a postponement of the minimum wage to allow companies within a certain period of time not to provide wages in accordance with the applicable minimum wage provisions and there is a deadline for delays, and when the delay period has ended then the company is obliged to return to paying wages and other rights of workers following the references contained in the provisions of the laws that exist and apply in Indonesia.

In the efforts made by the hotel in deferring wages, it is regulated in Article 90 paragraph (2) to paragraph (3) of Law Number 13 of 2003 concerning Manpower which explains that for companies that are unable to pay the minimum wage, wage deferrals can be made. in which the wage deferral procedure itself is regulated by a Ministerial Decree. The mechanism for suspending the implementation of the minimum wage has been stipulated in the Decree of the Minister of Manpower and Transmigration No. KEP-231/MEN/2003 of 2003 concerning Procedures for Postponing the Implementation of the Minimum Wage. Article 2 confirms that if the company is unable to pay the minimum wage, then the company can apply for a suspension of the implementation of the minimum wage. The procedure for applying for a postponement of wages that can be carried out by the hotel is based on a written agreement between the company and the registered worker/laborer or trade union/labor union. However, before making a request for a postponement of wages, it must be based on a written agreement between the hotel and the worker through a final decision that the bipartite agreement has been successfully implemented.

Some of these provisions indicate that if there is a company that is unable to pay workers wages that are balanced with the minimum wage regulations for reasons of the economic situation and financial condition of the company, then the company must prove it by attaching the company's financial statements and submitting a wage deferral effort to the Governor. Then, if the governor approves, the governor will issue a governor's decision. Then, the company can pay its workers' incentives below the minimum standard and the company can delay paying the difference in workers' wages in the following year. So with this explanation there should be no more cases of companies laying off their workers by giving their wages in full because the government has also facilitated them with clear wage deferral provisions.

CONCLUSIONS

Based on the explanation of the research above, it can be concluded as follows:

Employees who are laid off at a hotel in Cirebon City due to the effects of the Covid-19 pandemic are entitled to a wage of 30-70% from the Cirebon City UMK and BPJS Health benefits. However, there is no written information regarding the amount of wages and benefits that will be received, so there is no clear certainty. As well as the time for the length of stay there are no clear provisions. Based on the existence of this circular letter, it allows companies to lay off workers on condition that the company continues to pay wages to its employees in full, but if the company does arrange other matters, then there must be an agreed upon agreement. Because the laid off workers still have status as workers and are still bound by a working relationship with the company where they work, so they are still entitled to their rights as workers which apply based on the law.

The application of Force Majeure caused by the Covid-19 pandemic in agreements, including in work agreements must depend on an analysis of the facts and situation in each case. Not necessarily the company can postpone or cancel the agreement. Due to the wide range of possible Force Majeure circumstances or situations, the parties to obtain legal certainty usually include a clause listing events that may become Force Majeure in their agreement. For workers who are laid off to get their rights from the company by conducting negotiations which result in a mutual agreement. However, the result of the agreement was no form of written agreement. The form of the agreement is limited to a verbal agreement carried out by collective

bargaining with the workers who will be laid off. So of course it is mandatory for the company to make a new work agreement with elements of the contents that contain a new agreement made in writing so that there is legal certainty for workers who are laid off. Also during the current pandemic, hotels have lost a lot of income, causing the hotel to unable to fully exercise their rights. So with the existence of these disputes can be done through bipartite settlement of industrial relations disputes. So the effort that can be done in a bipartite settlement is to postpone wages. So that by deferring wages and implementing a deferment of minimum wages to allow companies within a certain period of time not to provide wages in accordance with the applicable minimum wage provisions and there is a deadline for delays, and when the postponement period is over, the company is obliged to return to pay wages and rights. Other labor rights follow the references contained in the applicable laws and regulations in Indonesia.

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