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ANALYSIS OF TERMINATION OF EMPLOYMENT DUE TO WORKER NEGLIGENCE AND ITS IMPLICATIONS ON WORKER RIGHTS

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Abstract

Termination of employment due to employee negligence constitutes a significant issue in labor law and may give rise to industrial disputes because of differing interpretations regarding the threshold of negligence that may justify termination and its implications for employees' legal rights. This study aims to analyze the legal framework governing termination of employment on the grounds of employee negligence under Indonesian legislation and to examine the judicial considerations and their implications for employees' rights in Decision No. 140/Pdt-Sus.PHI/2024/PN Jkt.Pst. This study employs a normative legal research method using statutory, conceptual, and case approaches. The primary legal materials comprise Law No. 13 of 2003 on Manpower, Law No. 6 of 2023 on the Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 on Job Creation as Law, Law No. 2 of 2004 on the Settlement of Industrial Relations Disputes, and Decision No. 140/Pdt-Sus.PHI/2024/PN Jkt.Pst, supported by secondary legal materials, including books, scholarly journals, and legal doctrines. The materials were analyzed qualitatively using a descriptive-analytical method. The findings demonstrate that termination of employment on the grounds of employee negligence may only be justified where it is based on applicable legislation, an employment agreement, company regulations, or a collective labor agreement, and is supported by sufficient evidence establishing the employee's violation or negligence. In Decision No. 140/Pdt-Sus.PHI/2024/PN Jkt.Pst, the court's legal reasoning primarily focused on the evidentiary assessment of the facts, the application of labor law, and the balancing of justice, legal certainty, and utility in resolving the industrial relations dispute. The decision further demonstrates that termination on the grounds of negligence does not automatically extinguish an employee's statutory entitlements, unless there is a specific legal basis that provides otherwise.

Keywords: Employee Negligence, Judge's Considerations, Industrial Relations Disputes, Termination of Employment, Worker Rights

INTRODUCTION

The employment relationship constitutes a fundamental legal nexus within the dynamics of the modern economy, bringing together two legal subjects with often conflicting interests: the worker and the employer (Anjelina, Wijayati & Pandiangan, 2024). Conceptually, this relationship arises from a valid employment agreement comprising three essential elements: the performance of work, the right to wages as remuneration for the labor and effort expended, and an element of direction or subordination on the part of the employer (Asshiddiqie, 2021). Ideally, the conduct of this relationship must be grounded in the principle of balancing rights and obligations to foster an industrial relations order that is harmonious, dynamic, and equitable (Rawls, 2020). Maintaining this balance is crucial to prevent interactions between employer and employee from devolving into exploitation, thereby creating a productive work environment and ensuring certainty for both parties within the evolving labor ecosystem (Fuady, 2020).

The ideal balance and harmony in industrial relations are not left to evolve naturally without oversight; rather, they are strictly regulated by the state through a comprehensive legal framework (Sciuchina, 2023). Legal instruments such as Law Number 13 of 2003 concerning Manpower and Government Regulation Number 35 of 2021 establish a firm legal framework dictating that the termination of employment cannot be treated merely as a unilateral exercise of managerial authority. Through these regulations, the state intervenes to limit the employer's freedom of contract, preventing the arbitrary use of economic power to sever the employment bond with the workforce. Any action involving the termination of employment is required to adhere to strict normative constraints; the grounds for termination must be legally justifiable and based on reasons recognized by law, and the process must follow formally established, transparent procedures (Suryani, *et. al*., 2025). Although the normative framework provides comprehensive protective mechanisms, the reality of company operations often reveals a stark conflict between ideal rules on paper and actual practices in the field. Complex operational dynamics, pressure to meet production targets, and fluctuations in financial performance frequently trigger tensions that escalate into disputes between employers and the workforce. These disputes become particularly intricate when employers impose termination sanctions citing worker negligence or serious misconduct especially when the employee holds a strategic or high-level managerial position, such as a Mine General Manager. In such managerial roles, the extensive scope of responsibility and the complexity of coordination blur the line between managerial risks stemming from external dynamics and personal negligence; this ambiguity makes the situation highly susceptible to misinterpretation and allows employers to use it as a justification for termination (Hadjon, 1987).

The complexities of managerial accountability and the tension between competing interests are clearly manifested in the legal dispute adjudicated in Judgment Number 140/Pdt.Sus-PHI/2024/PN Jkt.Pst. The case originated from industrial relations tensions at PT Dizamatra Powerindo, where the company issued a series of warning letters that ultimately led to the termination of Erwin Tampubolon's employment. The company argued that the termination was justified by serious operational issues at the stockpile specifically the loss of coal inventory causing financial detriment and violations of workplace safety standards. This case illustrates how an accumulation of operational issues ranging from storage facility management and logistics oversight to compliance with safety procedures was translated into the personal accountability of a managerial official and used by the company as a legal basis for unilateral termination. Ultimately, this dispute highlights a fundamental issue: the wide gap between the employer's interest in maintaining profitability and safeguarding assets against operational losses, and the worker's interest in legal protection against arbitrary termination (Khakim, 2009). While employers have a legitimate economic interest in ensuring business continuity and imposing strict sanctions for losses resulting from alleged negligence, workers

who lose their livelihoods require guarantees of protection to avoid falling victim to subjective managerial policies (Kusuma & Basniwati, 2022). A thorough analysis reveals a lack of clear, standardized parameters defining the threshold of worker negligence that constitutes valid grounds for termination, as well as the difficulty of objectively proving a direct causal link between an individual worker's actions and the company's operational losses factors that give rise to prolonged legal uncertainty. To navigate the legal ambiguity and unravel the complexities of such labor disputes, legal doctrine and literature provide a robust theoretical framework reinforcing the urgent need to protect workers parties who are structurally in a weaker position (Mahalini & Antari, 2024). Philipus M. Hadjon's views on legal protection emphasize the critical role of legal instruments in safeguarding the public or workers against actions by authorities or employers that might exceed their authority or constitute an abuse of power (Hadjon, 1987). This perspective is reinforced by John Rawls's concept of justice specifically regarding distributive and procedural justice which posits that a just legal system must affirmatively foster fair conditions for parties who are economically and structurally disadvantaged in contractual transactions.

Beyond theories of justice and protection, Gustav Radbruch's thoughts on legal certainty position certainty as a fundamental pillar alongside justice and utility; this necessitates clear, unambiguous rules in every employment termination decision to prevent arbitrary enforcement by employers (Radbruch, 2021). Furthermore, labor law doctrine as articulated by Subekti asserts that employment termination must always be regarded as a measure of last resort or ultimum remedium meaning employers should not hastily impose the ultimate sanction when appropriate avenues for guidance, proportionate warnings, and alternative resolutions remain viable (Subekti, 2019). The presence of these various schools of theoretical thought underscores that worker protection is not an unfounded privilege, but rather a moral and constitutional necessity to mitigate structural inequalities within industrial relations (Novarianti, *et. al*., 2025).

Drawing upon these theoretical foundations and empirical realities, this legal study employs a normative-juridical approach as its primary analytical framework to examine the judges' legal reasoning or ratio decidendi regarding the validity of employment termination due to negligence and its legal implications for the fulfillment of workers' rights. Through this approach, the reasoning formulated by the panel of judges is critically evaluated based on normative consistency with labor laws and principles of substantive justice. This examination of the ratio decidendi is crucial, as judges are required to go beyond a rigid reading of statutory text; they must instead uncover principles of justice by objectively establishing whether the element of negligence manifested as an actual breach of occupational duties and whether the company followed lawful evidentiary procedures before imposing the sanction of termination (Oktafianto & Toyyiba, 2026).

Furthermore, the legal implications of analyzing such court rulings affirm that even when a termination is deemed valid due to proven worker negligence within certain parameters, this does not automatically absolve the employer of the obligation to fulfill the worker's statutory rights (Rahardjo, 2023). Based on applicable regulations and the principle of proportional justice integrated into court decisions, employers remain obligated to pay the worker's financial entitlements such as severance pay, long-service awards, and compensation for accrued rights in accordance with established formulas (Raiz & Gultom, 2023). This demonstrates that national labor law seeks to strike a fair balance between an employer's right to enforce workplace discipline and protect the company from losses, and the state's obligation to ensure that workers whose employment has been terminated retain a guarantee of continued livelihood through the dignified fulfillment of their economic rights (Sa'adah, 2026).

RESEARCH METHODS

An analysis of Judgment Number 140/Pdt.Sus-PHI/2024/PN Jkt.Pst reveals how the Industrial Relations Court panel examines the legal basis and validity of employment termination resulting from employee negligence. In their legal reasoning (ratio decidendi), judges must look beyond the mere existence of a loss or incident at the company; they must establish whether the element of negligence is truly attributable to the employee's individual obligations, as defined by their position and scope of responsibility. Negligence (culpa) must be strictly distinguished from intentional misconduct (dolus), with negligence characterized by a lack of due care in the performance of duties. In practice, the employer bears the burden of proof (actori incumbit probatio) to demonstrate that the procedures for imposing sanctions (such as warning letters) and substantiating the negligence were lawfully followed. Even when negligence is proven provided it does not constitute a "gross misconduct" offense the termination process must still uphold the employee's statutory rights as a form of legal protection. Based on the provisions of Government Regulation Number 35 of 2021 and the principle of proportional justice, the court ruling affirms that the termination of an employment relationship due to a violation or negligence does not automatically extinguish the employee's entitlement to financial benefits. Rights such as severance pay, long-service awards, and compensation for accrued entitlements must still be calculated and fulfilled to ensure a balance between the employer's rights and the economic protection of the employee.

RESULT AND DISCUSSION

An employment relationship is a legal bond between a worker and an employer based on an employment agreement, comprising three essential elements: the performance of work, the payment of wages, and the issuance of orders. This relationship gives rise to reciprocal rights and obligations, the execution of which is governed by labor laws to foster industrial relations that are harmonious, dynamic, and equitable. However, workplace dynamics do not always proceed smoothly; conflicting interests, performance evaluations, or alleged breaches of duty often trigger industrial relations disputes. One form of dispute carrying the most severe legal, social, and economic consequences for workers is the termination of employment. Fundamentally, termination is a legal event that ends the employment relationship signifying the loss of a worker's primary source of livelihood and thus cannot be viewed merely as a unilateral managerial act; rather, it must adhere to the legal framework governing labor in Indonesia, such as Law Number 13 of 2003 concerning Manpower (as amended by Law Number 6 of 2023 regarding the Enactment of the Job Creation Government Regulation in Lieu of Law into Law) and Government Regulation Number 35 of 2021.

Legal complexities intensify when termination is predicated on worker negligence or misconduct. In this context, a tension arises between the employer's prerogative to enforce discipline and safeguard business continuity, and the worker's right to legal protection against arbitrary dismissal. In legal terms, negligence (culpa) must not be conflated with intentionality (dolus). Negligence relates to a lack of due care or a failure to meet reasonable standards of conduct, whereas intentionality requires the presence of intent or awareness regarding the consequences of one's actions. This is particularly true when an employee holds a strategic managerial position, such as a Mine General Manager; assessing negligence in such cases requires rigorous proof regarding the limits of obligations, the scope of authority, the causal link between the employee's actions and the company's losses, and the application of the principle of proportionality.

To examine these legal complexities, this study employs a robust theoretical and conceptual framework. Philipus M. Hadjon's Theory of Legal Protection is used to analyze preventive and repressive protections for workers, recognizing that workers as the structurally weaker party are entitled to legal safeguards regarding both the employment termination

process and the fulfillment of their statutory rights. John Rawls's Theory of Justice (Justice as Fairness) provides a guideline that the distribution of rights, obligations, and sanctions must be proportional and protective of vulnerable parties. Gustav Radbruch's Theory of Legal Certainty emphasizes the importance of balancing three fundamental legal values justice, legal certainty, and utility requiring that termination rules be applied consistently and predictably. Furthermore, the Theory of Legal Discovery (as articulated by Sudikno Mertokusumo and Peter Mahmud Marzuki) underpins the analysis of judicial reasoning (ratio decidendi) in evaluating trial facts and uncovering substantive justice; this is supported by Satjipto Rahardjo's concept of progressive law, the views of Lalu Husni and Asri Wijayanti on labor law, Adrian Sutedi's perspective on termination as an ultimum remedium (last resort), and Soepomo's insights on the principle of familial spirit in industrial relations.

The primary subject of this study is the Decision of the Industrial Relations Court at the Central Jakarta District Court, Case Number 140/Pdt.Sus-PHI/2024/PN Jkt.Pst, concerning a dispute between Erwin Tampubolon (Plaintiff) and PT Dizamatra Powerindo/Priamanaya Group (Defendant). In this case, the Plaintiff was employed as a Mine General Manager under an Indefinite-Term Employment Agreement (PKWTT), earning a monthly remuneration of IDR 156,750,000.00 (comprising a base salary of IDR 125,000,000.00 and a fixed expertise allowance of IDR 31,750,000.00). The dispute arose when the Defendant issued a series of warning letters within a short timeframe specifically, a First Warning Letter (SP-1) on June 6, 2023, a Second Warning Letter (SP-2) on June 13, 2023, and a Third Warning Letter (SP-3) on July 3, 2023 followed by a notice of employment termination on July 6, 2023.

The Defendant alleged that the Plaintiff had committed gross negligence in performing his managerial duties as Mine General Manager, citing issues such as stockpile management problems, loss of coal inventory, damage to the stockpile area, high repair costs, and concerns regarding workplace health, safety, and environment (HSE). Conversely, the Plaintiff argued that the issuance of the warning letters and the termination of employment were hasty, lacked objective evidentiary support, and disregarded the actual limits of his authority and operational responsibilities, which lay beyond his direct control. This case is highly significant as it examines how the Panel of Judges assesses the limits of legal liability for an executive or managerial official regarding corporate losses, how the judges formulate the ratio decidendi when evaluating the validity of an employment termination, and the legal implications for the fulfillment of workers' rights such as severance pay, long-service awards, and compensation for accrued entitlements (Novarianti, *et. al*., 2025).

This analysis concerns Judgment Number 140/Pdt.Sus-PHI/2024/PN Jkt.Pst, involving Erwin Tampubolon (the Plaintiff) employed as a Mine General Manager and PT Dizamatra Powerindo (part of the Priamanaya Group) as the Defendant (the employer). The employment relationship was governed by an Indefinite-Term Employment Agreement (PKWTT), with a total monthly wage component of IDR 156,750,000.00. The employer terminated the employment based on allegations of gross negligence in the managerial role, specifically concerning stockpile management, the loss of coal inventory, damage to the work area, and workplace safety issues. The disciplinary process unfolded rapidly, involving the issuance of a First Warning Letter (SP-1) on June 6, 2023, a Second Warning Letter (SP-2) on June 13, 2023, and a Third Warning Letter (SP-3) on July 3, 2023, followed by the formal notice of termination effective July 6, 2023. In response, the worker firmly rejected the unilateral termination and filed claims seeking either the annulment of the termination or full payment of statutory entitlements including severance pay, long-service awards, and compensation for accrued rights in accordance with applicable laws and regulations.

In analyzing the element of managerial negligence, four key parameters were examined based on trial facts and company documentation (Board of Directors Decree No. 017/2022). First, regarding legal and official obligations, the Plaintiff was bound by their role as Mine

General Manager with general managerial duties under the PT Dizamatra Powerindo Board of Directors Decree; however, the Panel of Judges determined that the limits of authority and day-to-day operations had actually been delegated to subordinate structures. Second, regarding the element of a lack of due care, the Defendant alleged material losses, stockpile damage, and reduced mine operational efficiency; yet, the Panel of Judges found no authentic evidence demonstrating intentionality or personal negligence directly caused by the Plaintiff's actions. Third, regarding the causal link (causal verband), the employer attributed company losses and coal disappearance directly to the Plaintiff's negligence as the highest-ranking official at the mine site; however, this causal link was not conclusively proven, as mine operational constraints were influenced by external factors and limitations in company facilities. Fourth, regarding disciplinary guidance and sanctioning procedures, the issuance of the First, Second, and Third Warning Letters (SP-1, SP-2, and SP-3) occurred within a very short timeframe less than one month without adequate guidance or corrective coaching. Consequently, the Panel of Judges ruled that the issuance of these successive warning letters failed to meet the principles of propriety and proportionality in workforce management.

Regarding the validity of the Termination of Employment (PHK), the Plaintiff sought a ruling declaring the termination null and void or otherwise invalid on the grounds that it lacked a valid basis. Conversely, the Defendant maintained that the termination was lawful, citing gross negligence and violations of workplace discipline committed by the employee. In addressing these conflicting viewpoints, the Panel of Judges at the Industrial Relations Court (PHI) ruled that the employment relationship was terminated as of the date of the verdict or legal consideration, affirming that the grounds for dismissal cited by the employer did not fully meet the criteria for "gross misconduct." Regarding severance and service appreciation pay, the Plaintiff sought maximum compensation in accordance with prevailing statutory regulations. Conversely, the Defendant refused to pay severance, arguing that the termination resulted from the worker's own misconduct or negligence. Addressing this dispute over financial entitlements, the Panel of Judges partially granted the worker's claims, ordering the employer to pay severance, service appreciation pay, and compensation for accrued rights, calculated proportionally pursuant to Government Regulation (PP) Number 35 of 2021 (Suryani, *et. al*., 2025).

Based on the aforementioned data, it can be interpreted that the ruling in Case Number 140/Pdt.Sus-PHI/2024/PN Jkt.Pst reflects critical dynamics in industrial relations dispute resolution concerning the limits of liability for managerial officials. Data in Table 1 indicates that the case involved a high-level executive position (a General Manager earning a high salary), demonstrating that issues of dismissal due to negligence affect not only lower-level operational staff but also personnel at the strategic level. A legal interpretation of Table 2 reveals deficiencies in the evidence presented by the employer (the Defendant). Employers frequently cite operational losses or field-level issues such as stockpile conditions and coal inventory discrepancies as grounds to summarily attribute personal liability for such errors to the General Manager. However, based on the principles of civil evidentiary law (actori incumbit probatio) and the legal doctrine of negligence, a company's losses do not automatically prove individual employee negligence unless supported by evidence of a clear causal link and the scope of authority inherent in the position.

Furthermore, an analysis of the issuance of warning letters (SP-1 through SP-3) carried out within a span of less than one month (June 6 to July 3, 2023) reveals procedural and substantive flaws in the application of tiered disciplinary sanctions. Under equitable labor law, warning letters are designed as a means of guidance (preventive correction) to enable employees to improve their performance, rather than merely serving as administrative instruments engineered to instantly legitimize termination. In this instance, the Panel of Judges engaged in judicial discovery (rechtsvinding) by rejecting the employer's absolute claim of

"gross misconduct"; instead, they framed the termination within a resolution process that safeguards the employee's economic rights. Data in Table 3 confirms that, even though the employment relationship was declared terminated, the Panel of Judges mandated that the employer pay the compensation due to the employee (severance pay, long-service awards, and compensation for accrued entitlements). This indicates the judges' application of the principles of repressive legal protection and proportionality, whereby managerial errors must not automatically deprive employees of the statutory rights accrued during their tenure (Sciuchina, 2023).

The analysis of Judgment Number 140/Pdt.Sus-PHI/2024/PN Jkt.Pst demonstrates strong alignment with the study's initial hypotheses. These hypotheses posited that: (a) employers often unilaterally frame managerial operational issues as "employee negligence" to legitimize termination; (b) the hasty application of disciplinary sanctions lacking proportionate guidance violates the principles of legal certainty and worker protection; and (c) even when judges rule to terminate employment, their legal reasoning (ratio decidendi) ensures substantive protection by mandating the fulfillment of employee rights in accordance with statutory regulations. The findings from this ruling demonstrate that the Panel of Judges does not automatically accept an employer's arguments regarding gross negligence without a substantive examination of the evidence. The judge assesses whether the Plaintiff's actions as General Manager truly met the criteria for a "lack of due care" and constituted a breach of duty resulting from willful misconduct or gross negligence. When an employer fails to conclusively prove the existence of personal fault meeting the requisite legal standards, the judge classifies the dismissal as a standard termination of employment, thereby mandating the fulfillment of the worker's financial entitlements (severance pay and compensation for service tenure). This confirms the research hypothesis: that Indonesian labor law, through judicial rulings, consistently upholds the principle that dismissal is a measure of last resort (ultimum remedium) and must not be used to arbitrarily infringe upon workers' statutory rights (Sa'adah, 2026).

These research results align with and reinforce findings from various prior studies in the fields of labor law and industrial relations dispute resolution. As noted by Adrian Sutedi in his study on dismissal as an ultimum remedium, employers are required to prioritize guidance, preventive measures, and objective substantiation before imposing the sanction of employment termination. The findings in Ruling Number 140/Pdt-Sus.PHI/2024/PN Jkt.Pst support this view, as the employer's action of issuing successive warning letters within a short timeframe was deemed inconsistent with the essence of healthy industrial guidance.

Furthermore, these findings reinforce Philipus M. Hadjon's theory of legal protection and John Rawls's theory of distributive justice (Hadjon, 1987; Rawls, 2020). Existing literature frequently criticizes the tendency to assume that high-level executives such as General Managers or Executive Directors bear absolute responsibility for any corporate failure, disregarding external constraints and organizational structural factors. This research demonstrates that the legal analysis found in modern court rulings is beginning to correct that assumption; judges affirm that holding a high-level managerial position does not automatically deprive a worker of the right to a fair evidentiary process and proportionate protection.

Nevertheless, this study also highlights a point of contention where the findings challenge the practices of certain employers who interpret freedom of contract and managerial rights as absolute and limitless. Viewed through the lens of Satjipto Rahardjo's progressive legal perspective and Gustav Radbruch's legal philosophy regarding the balance between legal certainty and justice, this ruling refutes the notion that civil procedural law within the Industrial Relations Court (PHI) is merely rigid and mechanical. The judge demonstrated the capacity for judicial discovery of law (rechtsvinding) to achieve substantive justice for the worker. Consequently, this study enriches the body of labor law literature by establishing that the threshold for negligence by managerial staff must be assessed through strict causation analysis,

and that the implications of termination must not extinguish a worker's statutory rights unless a serious violation strictly meeting statutory qualifications is legally proven.

CONCLUSIONS

Based on a legal analysis of Judgment Number 140/Pdt.Sus-PHI/2024/PN Jkt.Pst, it can be concluded that the judge's ratio decidendi in determining the validity of a termination due to employee negligence rested on an objective assessment of evidence, the scope of job responsibilities, and compliance with applicable labor law procedures. Employee negligence cannot serve as an absolute ground for arbitrary termination absent proof of a clear causal link between the employee's actions and the resulting consequences. The ruling implies that even when a termination is deemed valid due to proven negligence, the employer remains obligated to fulfill the employee's statutory rights in accordance with prevailing laws and regulations.

This study suggests that employers should consistently prioritize principles of guidance, due care, and objective legal procedures before imposing termination as a sanction. For employees, it is crucial to understand the limits of rights and obligations inherent in the employment contract to strengthen their bargaining position regarding legal protection. Furthermore, judicial bodies must maintain consistency in applying principles of fairness and legal certainty to ensure that the resolution of industrial relations disputes achieves substantive justice for both parties.

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