Legal Brief, Volume 11, No 5, (2022), pp. 3407-3416
ISSN 1979-522X (Print)| 2722-4643 (Online)
Published by IHSA Institute (Institut Hukum Sumberdaya Alam)
DOI: 10.35335/legal.xx.xx

Settlement of Rights Disputes Due to Unilateral Wage Reductions during the Covid 19 Pandemic

Besty Habeahan
Faculty of Law, HKBP Nommensen University, Indonesia

ARTICLE INFO

Article history:

Received Jun 9, 2022
Revised Nov 20, 2022
Accepted Jan 11, 2022

Keywords:

Covid 19;
Rights dispute;
Wages reduction.

ABSTRACT

Because of There is a working relationship between employers and workers, so they have rights and obligation that the workers receive namely wages/salary. The covid 19 pandemic has impact on decreasing economic activity, so it cause the company lost out. To maintain the continuity of the business, the employers reduce the wages of workers unilaterally and for the action the employers violate worker's rights and losses. Therefore, the problem of study is whether permissible to reduce workers wages during the covid 19 pandemic and how is the process to solve the disputes over the right to reduce worker's wages unilaterally by company during the covid 19 pandemic. The research method used is normative juridical,namely using data sources based on positif law. The results of the research are based on Kepnaker No.104 2021 that wages for workers that work from home (WFH) , WFH are still paid. If it turns out that company is unable to pay, wage reductions can be made and the amount based on worker's agreement. The problem solving of reducing wages unilaterally by the employers is carried out in UU No.2 of 2004 concern to the settlement of Industrial Relations Disputes, namely bipartite or meditation,and if the bipartite or meditation fails, it can be resolved through the industrial relation court of first instance, and its possible to submit legal remedies directly to the supreme Court.

ABSTRAK

Adanya hubungan kerja antara perusahaan dan pekerja maka ada hak dan kewajiban yang diterima oleh pekerja yaitu upah. Pandemi Covid-19 berdampak pada penurunan aktivitas ekonomi, sehingga menyebabkan perusahaan mengalami kerugian. Untuk menjaga kelangsungan usaha, perusahaan melakukan pengurangan upah pekerja secara sepihak, atas perbuatan tersebut perusahaan melanggar hak pekerja dan merugikan pekerja. Oleh karena itu yang menjadi rumusan masalah adalah apakah boleh dilakukan pengurangan upah pekerja oleh perusahaan pada masa pandemi Covid-19 dan bagaimana proses penyelesaian perselisihan hak atas pengurangan upah pekerja secara sepihak oleh perusahaan pada masa pandemi Covid-19. Metode penelitian yang digunakan adalah yuridis normatif, yaitu menggunakan sumber data yang didasarkan pada hukum positif. Hasil penelitian berdasarkan Kepmenaker No. 104 Tahun 2021 upah pekerja yang bekrja dengan, WFH atau yang dirumahkan upah tetap dibayarkan. Jika ternyata perusahaan tidak mampu membayar dapat dilakukan pengurangan upah yang bersamanya berdasarkan kesepakatan dengan pekerja. Penyelesaian perselisihan hak atas pengurangan upah pekerja secara sepihak oleh pengusaha dilakukan sesuai dengan Undang-Undang No. 2 Tahun 2004 tentang Penyelesaian Perselisihan Hubungan Industrial yaitu penyelesaian secara bipartit dan atau mediasi dan jika bipartit dan atau mediasi gagal dapat diajukan gugatan melalui pengadilan hubungan industrial sebagai pengadilan tingkat pertama, dan jika putusan pengadilan tingkat pertama tidak diterima, masih dapat mengajukan upaya hukum langsung kasasi ke Mahkamah Agung.

This is an open access article under the CC BY-NC license.

Corresponding Author:

Besty Habeahan,
Faculty of Law,
HKBP Nommensen University,
Jl. Sutomo No.4A, Perintis, Kec. Medan Tim., Kota Medan, Sumatera Utara 20235, Indonesia
Email: bestyhabeahan@gmail.com

I. INTRODUCTION

Humans are creatures that have many needs, especially in modern life like today. Human needs naturally are incidental needs, namely needs that must be met immediately because these incidental needs are the basic needs of humans to survive. These needs vary from the need for shelter, food, and clothing to the need for luxury goods. Thus, humans are required to work in order to meet their needs. Starting from self-employed work or working for others. The purpose of self-employed work is to work on business and capital as well as self-responsibility. Meanwhile, the purpose of working for other people is to work depending on other people who have given orders and sent them, because he is obliged to carry out and obey other people who give him the job.

In the labor relationship the subject is the employer with the worker / laborer. In Article 1 number 15 of the Manpower Law, "an employment relationship is a relationship carried out by an employer with a worker based on an employment agreement, in which there is an element of work, the existence of wages and orders".

Lalu Husni, Introduction to Indonesian Labor Law, print 3, Ghalia Indonesia, 2003, p. 7. Meanwhile, the last element, namely orders (gezag ver houding), is an element that causes this labor relationship to be subordinated (*vertical relationship)* because the position of the parties is unbalanced, where the employer has a higher position than the position of the worker / laborer. This element of order in an employment relationship results in the employer having a fairly strong *bargaining position* compared to the worker / laborer who works under his order.

The existence of an employment relationship between the company and the worker then there are rights and obligations received by the worker, namely wages. Wages to which workers are entitled in accordance with the employment agreement that has been mutually agreed upon by the company and workers and wages paid by the company to workers who perform work in return. However, if the worker does not do the work, they are not given the wages to which the worker is entitled. Therefore, the company must make an employment agreement so that it is clear the rights and obligations of each party in the company. However, in practice, due to various things, companies often violate the contents of agreements, for example, companies are late in paying wages, companies reduce wages due to the Covid-19 pandemic.

Since the Covid-19 pandemic hit business activities, the protection of legal activities against workers' wages has experienced its own polemics, both from employers, workers and the government. The occurrence of an economic downturn makes everything difficult, including for workers who have reduced wages due to corporate policies to reduce the costs of companies that have suffered losses. The implementation of pekera wage protection has been hindered due to *preventive* and *repressive* constraints. The preventive obstacle itself is a decrease in company revenue, causing the company to suffer losses so that there is a reduction in workers' wages to reduce the burden of company costs. Meanwhile, the repressive obstacle that occurred was the blatant reduction of workers' wages to avoid when there was an audit from the labor agency.

In Government Regulation Number 36 of 2021 it is explained that salary deductions for workers may only be applied if the worker himself commits negligence at work on the basis of his own mistakes which must also comply with the work agreement and applicable company regulations. Which means that the payment of a fixed salary is based on the payment of a salary that is at least the same or more than the minimum wage that has been set. It also needs to be underlined in Article 59 of Government Regulation Number 36 of 2021 it states that a fine can only be imposed if it is strictly regulated in a work agreement or company regulations or a collective labor agreement. This is with the aim that companies do not set fines on their workers arbitrarily.

During the Covid-19 pandemic, wage reductions were carried out by companies in different ways, as well as the amount of reduction for each company. Issues read in scientific

papers, companies make reductions in the range of 20% - 30% of the initial wages, and even reduce the range of 70% - 80% of the initial wages. Wage reductions are also carried out by companies based on agreements, but there are also companies that reduce wages unilaterally without prior negotiation with workers/laborers.

The occurrence of a unilateral reduction in wages can result in the emergence of industrial relations disputes. The reduction in wages for workers/labourers is included in rights disputes, therefore through research trying to find out whether it is permissible to reduce workers' wages by companies during the Covid-19 pandemic and what is the process for resolving disputes over the right to reduce workers' wages unilaterally by companies during the Covid-19 pandemic .

II. RESEARH METHOD

The research method used in this study is a normative juridical method, namely research that uses secondary data sources as the main data source based on positive law in the field of employment. The specification of this legal research is a descriptive analysis research, namely the law of a research law that describes an incident regarding wage reductions carried out by companies which are then analyzed based on the facts that exist in a systematic and accurate manner. The source of the data used is tertiary secondary primary legal material, where the primary legal material is Law Number 13 of 2003 concerning Manpower. Law Number 11 of 2020 concerning Job Creation and Decree of the Minister of Manpower Number 104 of 2021 concerning Guidelines for Implementing Work Relations During the Covid-19 Pandemic. The data collection technique used consisted of the Library Study Technique. The data analysis method used is a qualitative normative method, in which all data obtained will be processed and analyzed based on statutory regulations or positive laws which will be linked to each other and arranged systematically.

III. RESULTS AND DISCUSSION

a. Reducing Worker/Labor Wages During the Covid-19 Pandemic

In the labor regulations the term salary is wages according to Article 1 Number 30 of Law No. 13 of 2003 concerning Manpower states that wages are the rights of workers/laborers who are received and expressed in the form of money as compensation from employers or employers to workers/laborers who are determined and paid according to a work agreement, agreement or laws and regulations including benefits for workers/ workers and their families for a job and or service that has been or will be performed

The wage component consists of:

a. Wages without allowances
b. Fixed base wages and allowances
c. Basic salary, fixed allowance and variable allowance
d. Basic wages and benefits are not fixed

Basically there are no laws and regulations that specifically regulate the reduction of workers' wages on the grounds that companies have been affected by the non-natural disasters of the Covid-19 pandemic. In general, if a company wants to cut wages for its employees, it needs to be based on the provisions in Article 63 of Government Regulation Number 36 of 2021 Concerning Wages. It has been stated that wage deductions for workers can be allowed if there are supporting factors such as fines, compensation, and down payment.

Fines and compensation in question can occur if workers are negligent in their work duties, such as for example losing goods, damaging goods, not carrying out work in accordance with work rules that apply in the company, and so on. Government Regulation Number 36 of 2021 does not regulate the reduction of workers' salaries when a company is affected by a non-natural disaster, namely a virus pandemic which is an emergency, but only regulates deductions from workers' salaries/wages if the worker is negligent in carrying out his duties. But in the end, in order to protect workers in terms of wages during the Covid-19 pandemic, on March 17 2020 the Minister of Manpower issued a Circular Letter of the Minister of Manpower Number M/3/HK.04/III/2020 concerning Worker/Labor Protection and Business Continuity In the Context of Prevention and Control of Covid-19. Therefore the reduction in wages carried out by the company is not based on law so that it can lead to industrial relations conflicts or disputes. Through the Ministry of Manpower, the government issued a policy last March 2020, namely Circular of the Minister of Manpower Number M/3/HK.04/III/2020 Concerning Worker/Labor Protection and Business Continuity in the Context of Prevention and Control of Covid-19, which explains that:

1. For workers/laborers who are categorized as Persons Under Monitoring (ODP) Covid-19 based on a doctor's statement so they cannot come to work for a maximum of 14 days or according to Ministry of Health standards, the wages are paid in full.
2. For workers/laborers who are categorized as suspected cases of Covid-19 and are quarantined/isolated according to a doctor's statement, their wages are paid in full during the quarantine/isolation period.
3. For workers/laborers who are absent from work because they are sick with Covid-19 and it is proven by a doctor's statement, their wages are paid in accordance with statutory regulations.
4. For companies that limit their business activities as a result of government policies in their respective regions to prevent and control Covid-19, causing some or all of their workers/laborers to absent from work, taking into account business continuity, changes in the amount and method of payment of workers/laborers' wages are made in accordance with the agreement between the entrepreneur and the worker/labourer absent from work, taking into account business continuity, changes in the amount and method of payment of workers/laborers' wages are made in accordance with the agreement between the entrepreneur and the worker/laborer.

The steps for changing the amount of wages are finally re-listed in Ministerial Decree Number 104 of 2021 concerning Guidelines for Implementing Work Relations During the Covid-19 Pandemic. The regulation regulates the work system during a pandemic, namely working as WFO or WFH and regarding workers' wages during the Covid-19 pandemic. Working from home or WFH is a work activity carried out by workers from home on the orders of the employer while still receiving the wages normally received by workers/laborers.

If it turns out that the company is so badly affected by Covid-19 that it is financially unable to pay the wages that workers usually receive, then the employer can make changes to the amount of wages. Changes to the amount of wages must be made based on an agreement with workers which is carried out in a fair and proportional manner by taking into account the welfare of workers/laborers and business continuity. This provision also applies to workers who work in shifts. The agreement made must pay attention to the welfare of the workers and the continuity of the entrepreneur's business which reaches an agreement with the agreement of both parties.

Changes in the amount of wages or reductions in wages made without an agreement with the worker or unilaterally are certainly not in accordance with the provisions of the Minister of Manpower Decree No. 104 of 2021 and is considered to violate workers' rights and will harm workers.

b. Process of Settlement of Rights Disputes Due to Unilateral Reduction of Workers' Wages by the Company During the Covid-19 Pandemic

Wages are part of the rights of workers who have carried out their work properly in accordance with the work agreement, but it often happens that companies do not fulfill the rights of workers for several reasons. One of them is because the Covid-19 pandemic has not been completely resolved and this nation must be confronted again with a new virus, namely *Omicron* which has almost the same risk as Covid-19, resulting in many companies experiencing losses that are not small in number because each company is hampered from carrying out operational activities because the government provides restrictions on carrying out activities. The Covid-19 pandemic has had an impact on workers, where companies have reduced wages, the amount of which varies depending on the willingness of the company. Regarding worker protection regarding wages during the Covid-19 pandemic, the government through the Minister of Manpower issued Circular Number M3/HK/04/III/2020 concerning Worker Protection and Business Continuity in the Context of Prevention and Control of Covid-19. The circular letter explained that workers who test positive for the Covid-19 virus and can be stated through a statement from a doctor so that they cannot be present at work must still be paid their wages in full. Then in the circular letter it is also explained for business actors who run their business during this pandemic to limit business activities for the convenience of workers, therefore regarding the salary given to workers must go through adjustments and be based on mutual agreement.

And if the salary reduction is carried out unilaterally and does not involve workers in discussing the salary reduction, it can lead to industrial relations disputes, namely disputes over the rights of workers. Article 1 point 2 of Law Number 2 of 2004 concerning Settlement of Industrial Relations Disputes states that rights disputes arise because rights are not fulfilled as a result of differences in the implementation or interpretation of statutory provisions, work agreements, company regulations or collective work agreements. Moreover, if the nominal obtained from the salary reduction for the worker is lower than the predetermined minimum wage which is certainly a violation, the employer has violated the provisions in Article 88E Law Number 11 of 2020 regarding the prohibition of paying salaries below minimum wage. If workers who want to get their rights back in accordance with the agreed work agreement can go through several settlement processes, in industrial relations disputes there are several settlement processes regulated in Law Number 2 of 2004 concerning Industrial Relations Dispute Settlement, including through Bipartite, Tripartite (industrial relations mediation, relations conciliation and industrial relations arbitration) then to the Industrial Relations Court. In deductions from wages that are included in the type of rights dispute, workers can go through a Bipartite settlement process, Mediation and the Industrial Relations Court.

1. Settlement Through Bipartite Mechanism

Based on the provisions of Article 1 Number 10 of Law no. 2 of 2004 concerning Settlement of Industrial Relations Disputes, bipartite negotiations are negotiations between workers/laborers or trade unions/labor unions and employers to resolve industrial relations disputes. Bipartite efforts are regulated in Article 3 to Article 7 of Law no. 2 of 2004

concerning Settlement of Industrial Relations Disputes. Settlement of disputes through bipartite must be completed no later than 30 (thirty) working days from the date of commencement of negotiations. If within a period of 30 (thirty) days one of the parties refuses to negotiate or negotiations have been carried out, but no agreement is reached, then the bipartite negotiations are deemed to have failed. The process of carrying out the Biparti trial includes:

Before the Trial

a. Expressing the problem in writing to the opposing party
b. Workers/laborers who are not trade unions/labor unions can give power of attorney to trade unions/company labor unions.
c. Entrepreneurs/management or those who are given the mandate to complete directly.
    1. Trade unions/labor unions or employers may request assistance from their respective organizational units.
    2. Workers/laborers whose number is more than 10 may appoint a maximum of 5 of these workers as representatives.
    3. For disputes between trade unions/labor unions in one company, a maximum of 10 representatives may be appointed.

Negotiation Stage

a. Take inventory and identify problems
b. Make rules and schedule for negotiations
c. It can be agreed during negotiations to continue carrying out its obligations
d. Conduct negotiations in accordance with the agreed rules and schedule
e. If one party is not willing to continue negotiations, one of the parties can immediately register the dispute with the local manpower agency
f. Can exceed 10 days as long as it is agreed by the parties.
g. Minutes are made at each stage of the negotiation, if one of the parties is not
a. willing to sign, then it is recorded in the minutes.

The final minutes shall at least contain the names and addresses of the parties, the date and place of the negotiations, the object in dispute, the opinions of the parties, the conclusions/results of the negotiations, the date and hands of the parties. The final minutes are signed by the parties or one of the parties if one of the parties is not willing to sign.

End of Negotiation

1. If an agreement is reached, the collective agreement (PB) is registered with the Industrial Relations Court (PHI).
2. If no agreement is reached, one or both parties register the dispute with the local manpower agency by attaching evidence that bipartite efforts have been made.
3. Settlement Through Mediation Mechanisms

Efforts to dispute disputes through mediation are regulated in Article 8 to Article 16 of Law no. 2 of 2004 concerning Settlement of Industrial Relations. Mediation is an intervention in a dispute by an acceptable, impartial and neutral third party and helps the disputing parties reach a voluntary agreement on the issues in dispute. Settlement of disputes through mediation is carried out by mediators who are in each office of the agency responsible for manpower affairs in the Regency/City.

Settlement through mediation if the bipartite negotiations fail and within 7 (seven) days the parties do not make their choice whether to resolve their dispute through conciliation or arbitration as recommended, then the settlement of the dispute is left to the mediator. The stages of settlement through mediation are as follows:

a. The mediator must complete his duties no later than 30 days after receiving the delegation of dispute resolution
b. Within 7 (seven) days after receiving the delegation of dispute resolution, the mediator must have conducted research on the case and immediately hold a mediation session (Article 10)
c. The mediator can summon witnesses or expert witnesses to hear their testimony (Article 11 paragraph 1)
d. If the mediation reaches an agreement, a collective agreement must be drawn up signed by the parties and witnessed by the mediator and registered at the Industrial Relations Court at the District Court in the jurisdiction where the parties entered into a joint agreement to obtain a deed of proof of registration.
    a) If no agreement is reached, then:
    b) The mediator issues a written recommendation.
    c) Not later than 10 days after receiving the recommendation, the parties must provide an answer to the mediator whether they agree or not reject the suggestion made by the mediator.
    d) If the parties do not give their opinion they are deemed to have rejected the written recommendation.
    e) iIf the written recommendation is approved, then within 3 days of approval, the mediator must have finished assisting the parties to draw up a collective agreement to be registered at the Industrial Relations Court at the District Court in the jurisdiction of the parties entering into the collective agreement to obtain a deed of proof of registration.
    f) If the written agreement is rejected by one of the parties, then one of the parties may proceed to settle the dispute at the Industrial Relations Court at the Local District Court.

2. Settlement Through the Mechanism of the Industrial Relations Court (PHI)

The Industrial Relations Court is a special court established within the Regency/City District Court located in each provincial capital that has the authority to examine, adjudicate and give judgments on industrial relations disputes whose legal area includes the workplace of workers (Article 17 of Law Number 2 of 2004). The settlement mechanism is through the Industrial Relations Court (PeHI) that workers/workers file lawsuits on the basis of disputes/disputes over the right to wage reduction without the consent of the workers by the company. In filing a lawsuit with the PeHI, it is mandatory to attach the minutes of settlement through bipartite or mediation and if the minutes of settlement are not attached then the judge of the Industrial Relations court is obliged to return the lawsuit to the plaintiff. The judge is obliged to examine the contents of the suit and if there are any deficiencies, the judge asks the plaintiff to perfect his suit. His lawsuit involving more than one plaintiff can be filed collectively by granting special powers of attorney (Articles 83, 84 of Law No. 2 of 2004). The Chief Justice of the District Court within no later than 7 (seven) working days after receiving the claim must have appointed a Panel of Judges consisting of 1 (one) Judge as the Chairman of the Tribunal and 2 (two) Ad-Hoc Judges as the Member of the Assembly who examines and decides the dispute. And an Ad-Hoc Judge as referred to in paragraph (1) shall consist of an Ad-Hoc Judge whose appointment is proposed by a trade union/trade union and an Ad-Hoc Judge whose appointment is proposed by an employers' organization as referred to in Article 63 paragraph (2). Furthermore, to assist the duties of the Panel of Judges as referred to in paragraph (1) a Substitute Clerk is appointed (Article 88 of Law No. 2 of 2004).

Within no later than 7 (seven) working days from the determination of the Panel of Judges, the Chief Justice must have conducted the first hearing. Then a summons to come to the hearing is made lawfully at his residential address or if his place of residence is not known to be delivered at the last place of residence. If the summoned party is not at his place of residence or the last four residences, the summons is conveyed through the Village Head or Village Head whose legal area includes the residence of the summoned party or the place of residence of the latter. Acceptance of the summons by the summoned party himself or through another person is carried out by a sign of acceptance. If the place of residence or the last place of residence is unknown, then the summons is affixed to the place of announcement at the industrial relations court building that examines it (Article 89 of Law No. 2 of 2004).

The Panel of Judges may call witnesses or expert witnesses to be present at the hearing to be asked for and heard. Any person called to be a witness or expert witness is obliged to fulfill the summons and bear his testimony under oath. In the event that either party or the parties are unable to attend the hearing without an accountable reason the Chief Justice fixes the next day of hearing. The next day of hearing as referred to in paragraph (1) shall be fixed within no later than 7 (seven) working days from the date of postponement. Postponement of the hearing due to the absence of one of the parties is given a maximum of 2 (two) delays (Articles 90 and 93).

In the event that the plaintiff or his valid attorney after being duly summoned as referred to in Article 89 does not come before the Court at the last adjournment hearing referred to in Article 93 subsection (3), then the suit is deemed void, but the plaintiff is entitled to file his suit once again. In the event that the defendant or his valid attorney after being duly summoned as referred to in Article 89 does not come before the Court at the last postponement hearing as referred to in Article 93 paragraph (3), then the Panel of Judges may examine and decide the dispute without the defendant attending (Article 94 of Law No. 2 of 2004). If in the first dispute it is evidently proven that the employer has not carried out his obligations as referred to in Article 155 paragraph (3) of Law Number 13 of 2003 concerning Manpower, the Chief Judge of the trial must immediately issue an Interlocutory Decision in the form of an order for the entrepreneur to pay wages and other rights other rights normally received by the worker/laborer concerned. The Interlocutory Decision referred to in paragraph (1) may be subject to sanctions on the same trial day or on the second trial day. In the event that the dispute is still ongoing and the Interlocutory Judgment as referred to in paragraph (1) also cannot be implemented by the entrepreneur, the Chief Judge at trial orders the Collateral Confiscation in an Industrial Relations Court Decision. The Interlocutory Decision as referred to in paragraph (1) and the Determination as referred to in paragraph (2) cannot be contested and/or legal remedies cannot be used (Article 96 Law No. 2 of 2004).

The decision of the Industrial Relations Court stipulates the obligations that must be carried out and/or the rights that must be received by the parties or one of the parties for each settlement of an Industrial Relations dispute (Article 97). In the event that the application as referred to in Article 98 paragraph (1) is granted, the Chairman of the District Court within 7 (seven) working days after the issuance of the stipulation as referred to in Article 98 paragraph (2) determines the Panel of Judges, day, place and time of trial without going through inspection procedures. The time limit for answers and evidence from both parties is determined not to exceed 14 (fourteen) working days (Article 99 of Law No. 2 of 2004).

In making a decision, the Panel of Judges considers law, existing agreements, customs and justice (Article 100). The decision of the Panel of Judges was read out in a session open to the public. In the event that one of the parties is not present at the trial as referred to in paragraph (1), the Chairperson of the Panel of Judges orders the Substitute Registrar to deliver notification of the decision to the absent party. The decision of the Panel of Judges as referred to in paragraph (1) is the decision of the Industrial Relations Court. Failure to comply with the provisions referred to in paragraph (1) will result in the Court's decision being invalid and having no legal force (Articles 100 – 101 of Law No. 2 of 2004). The Panel of Judges is obligated to provide a settlement of industrial relations settlement no later than 50 (fifty) working days from the first hearing. The decision of the Industrial Relations Court as referred to in Article 103 is signed by the Judge, Ad-Hoc Judge and Alternate Registrar. At the latest 7 (seven) working days after the decision of the Panel of Judges has been read out, the Substitute Registrar of the Industrial Relations Court must have submitted notification of the decision to the party who was not present at the trial as referred to in Article 101 paragraph (2). Not later than 14 (fourteen) working days after the final decision, the Junior Registrar must have issued the decision. The Registrar of the District Court at the latest 7 (seven) working days after the completion of the decision is issued must have sent the completion of the decision to the parties (Articles 103 – 106 of Law No. 2 of 2004).

The Chairperson of the Panel of Judges at the Industrial Relations Court may issue a decision that can be implemented beforehand, even if the decision is challenged or appealed. Decisions of the Industrial Relations Court at the District Court regarding disputes over rights and disputes over termination of employment have permanent legal force if an application for caesation is not submitted to the Supreme Court within 14 (fourteen) working days at the latest. However, if one of the parties does not accept the industrial relations court's decision, then that party can submit an appeal directly to the Supreme Court (Articles 108 – 110 of Law No. 2 of 2004).

IV. CONCLUSION

Companies affected by the Covid-19 pandemic may reduce workers' wages for workers/labourers based on an agreement with workers that is carried out fairly and proportionally by taking into account workers' welfare and business continuity. The process of resolving disputes over the right to a reduction in workers' wages during the Covid-19 pandemic, namely that workers can take non-litigation settlements and litigation settlements (through the Industrial Relations Court) as stipulated in Law No. 2 of 2004 concerning Settlement of Industrial Relations Disputes.

References

H Zulkarnaen, 2021, Hukum Ketenagakerjaan Perspektif Undang-Undang Cipta Kerja (Omnibus Law), Bandung, Pustaka Setia.

Hardijan, Rusli, 2013, Hukum Ketenagakerjaan, Jakarta, Edisi ke-2, Ghalia Indonesia.

Husni, Lalu, 2003, Pengantar Hukum Ketenagakerjaan Indonesia, Cet ke 3 Jakarta. Ghalia

Peter M Marzuki, 2008, Penelitian Hukum, Jakarta, Kencana.

Samun ISmaya, 2008., Penyelesaian Perselisihan Hubungan, Yogyakarta, Suluh Media

Zainal Asikin, 2010, Dasar-Dasar Hukum Perburuhan, Jakarta, Cetakan 8, Raja Grafindo Persada.

Daniel Marshal Sejau, KM, 2020, Peran Negara Atas Perlindungan Hukum Tenaga Kerja Indonesia Pada Masa Pandemi Covid-19, Jurnal Syntax Transformation, Jurnal Syntax Transformation, Vol 1 No.08 Tahun 2022.

Sari, Anak Agung Arista Purnama, Anak Agung Sagung Laksmi Dewi dan I Wayan Arthanaya, 2021, Perlindungan Hukum Karyawan Terkait Pemotongan Gaji Akibat Pandemi Covid-19 pada Hotel dan Restaurant di Area Seminyak, Jurnal Analogi Hukum, Vol 3 No3, Tahun 2021.

Kitab Undang-Undang Hukum Perdata.

Undang-Undang No. 11 Tahun 2020 Tentang Undang-Undang Cipta Kerja

Undang-Undang No. 13 Tahun 2003 Tentang Ketenagakerjaan

Undang-Undang No. 2 Tahun 2004 Tentang Penyelesaian Perselisihan Hubungan Industrial.

Peraturan Pemerintah No. 36 Tahun 2021 Tentang Pengupahan

Surat Edaran Menteri Ketenagakerjaan RI Nomor M/3/HK.04/III/2020 Tentang Perlindungan Pekerja/Buruh di Perusahaan.