

Legal Protection of Workers On Bankruptcy Decisions of Employing Companies

Sumarso

Faculty of Law, Merdeka University Surabaya

E-mail: sumarso.unmer@gmail.com

ABSTRACT

Labor groups are very very vulnerable to violations of the law such as not being given decent wages and severance pay for layoffs, to avoid arbitrary actions by employers, workers are provided with legal protection facilities in the form of regulations regarding employment. Bankruptcy conditions experienced by companies will result in delays in payment of workers' wages, therefore the law provides certainty regarding the privileges granted to workers in order to get priority in paying wages owed. The purpose of this study is to find out more about bankruptcy and its impact on workers, and the expected benefits of this research as a guide for law enforcers in the scope of civil law. The formulation of the problem in this legal research is the legal protection of workers' rights based on normative law and the position of workers in the settlement of payment of workers' rights for the bankruptcy status of the employer or entrepreneur. While this type of legal research is normative legal research that uses several approaches as a method of case analysis. Everyone has the right to work in fulfilling their daily needs as regulated in the legislation. Workers as workers need legal protection from the State as a guarantor of certainty for their rights to be obtained. Through applicable regulations, the government can supervise the private sector in managing employment and can guarantee the welfare of workers. The condition of a company declared bankrupt will have a direct impact on workers such as not paying wages according to the contract, in carrying out the settlement of unpaid wages for workers there will be a debt that must be paid off by the bankrupt debtor. The settlement of the debt must take precedence according to the regulations in the Manpower Act, and the industrial relations court is no longer the court that has the authority to decide post-bankrupt industrial relations cases.

Keywords: Labor, Bankruptcy, Legal protection

1. INTRODUCTION

Every human being has the right to earn a living by working properly and in accordance with his abilities, for that the State guarantees manpower as stipulated in the 1945 Constitution of the Republic of Indonesia in Article 27 paragraph (2) which states that "everyone "Every citizen has the right to work and a decent living for humanity". Based on the provisions in the article, it becomes a legis ratio to be made as the basis for regulations in the field of manpower which we can see in the preamble to the Law of the Republic of Indonesia Number 13 of 2003 concerning Manpower, namely in the implementation of national development, the workforce has a very important role and position (Hanifan & Sudahnan, 2014). It is important as an actor and development goal, that in accordance with the role and position of the workforce, it is necessary to develop manpower to improve the quality of the workforce and their participation in development as well as increase the protection of workers and their families in accordance with human dignity (Dewi & Budiarta, 2022). It is none other than that the protection of workers is intended to guarantee the basic rights of workers/laborers and to ensure equal opportunity and treatment without discrimination on any basis in order to realize the welfare of workers/laborers and their

families while taking into account the progress of the business world. With regard to the concept of manpower in the Manpower Act, it is anyone who is able to do work to produce goods and/or services both to meet their own needs and for the community. Given that the role of manpower in development of course requires coordination between the central and local governments and other parties involved (Ermawan & Yunus, 2019).

Along with the development of the times, human needs continue to increase which is a demand for the development of science and technology. The development of science and technology in this era of globalization has an impact not only on primary needs but also on several aspects of life in Indonesia, both in the social, economic, cultural, and other fields (Laheer, 2019). Due to the development of the sector in the economic field, it has led to the formation of a community to develop in the business sector. For companies that cannot keep up with the era of globalization, it is feared that they will experience a financial crisis which will result in the company going bankrupt because it cannot fulfill agreements with other parties.

Bankruptcy according to the Law of the Republic of Indonesia Number 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations is a general confiscation of all assets of the Bankrupt Debtor whose management and settlement is carried out by the Curator under the supervision of the Supervisory Judge as regulated in this Law. Basically, this bankruptcy arises because there are debts that have failed to be paid so that it requires a decision from the court to settle the debt. For example, in the era of the pandemic, there are many companies experiencing financial difficulties which resulted in the company going bankrupt and this certainly had an impact on workers' rights.

For this reason, an instrument of legal protection for workers is needed that can guarantee the basic rights of workers and equal opportunity and treatment of any discrimination in order to realize the welfare of workers and their families and this must be considered for the sustainability of the business world (Singadimedja et al., 2018). This legal research started from the author's curiosity about labor rights if the company where he works experiences bankruptcy conditions that have been stipulated in the decision of the commercial court, therefore this legal research was written with the title Legal Protection of Workers On The Bankruptcy Decisions of The Employing Companies.

2. RESEARCH METHODS

This study uses a normative legal research type, namely research that is able to provide a systematic explanation by emphasizing the regulations governing legal categories in order to analyze the relationship or relationship between regulations/regulations and predictions of future development (Jonaedi Efendi et al., 2018). The approach used in writing this law is the approach

based on legislation or often called the statute approach and the conceptual approach or often called the conceptual approach. In this study, where the author uses various rules or sources of legal material, namely:

1. Primary Legal

Primary legal materials used as references in this legal research refer to Law Number 37 of 2004 concerning Bankruptcy and Postponement of Debt Payment obligations, Law No. Number 2 of 2004 concerning Settlement of Industrial Relations Disputes, Law Number 13 of 2003 concerning Manpower, court decisions, jurisprudence, circulars of the Supreme Court, and other regulations

2. Secondary

legal materials in this legal research consist of covering scientific books in the field of law, papers, scientific journals and scientific articles.

The purpose of this legal research is to identify and analyze legal issues in the context of bankruptcy and industrial relations. It is hoped that this legal research will be useful for legal practitioners in dealing with similar cases. The formulation of the problems that will be discussed in this paper can be formulated as follows, namely: Legal Protection of Workers' Rights Based on Normative Law and Position of workers in the settlement of payment of workers' rights on the bankrupt status of employers or employers

3. RESULTS AND DISCUSSION

Legal Protection of Workers' Rights Based on Normative Law

Human Rights is a right inherent in a person that no one can interfere with being sued. The problems that continue to surface about injustice that interfere with a person's human rights are increasing day by day. In fact, the laws governing Human Rights are very detailed, Human Rights are rights that are firmly attached to humans, the truth is believed to be an inseparable part of human life (Majda El Muhtaj, Human Rights in the Indonesian Constitution from the Constitution of the Republic of Indonesia). 1945 Until the Amendment of the 1945 Constitution of 2002: 2005). Provisions on constitutional guarantees for human rights are very important and are even considered to be one of the main characteristics of adhering to the rule of law principle in a country. But in addition to human rights, it must also be understood that everyone has obligations and responsibilities that are also human. Regulations regarding human rights have been regulated in Law no. 39 of 1999 concerning Human Rights, through the Human Rights Law of the Republic of Indonesia, it recognizes and upholds human rights and basic human freedoms as rights that are inherently inherent in and inseparable from humans, which must be protected, respected, and

enforced for the sake of increasing human dignity, welfare, happiness, and intelligence and justice (Rudianto & Roesli, 2019).

To fulfill their daily needs, everyone can work according to their field and is entitled to a decent wage according to the work agreement. Regarding the right to work, it is regulated in Article 38 of the Human Rights Law which states that:

- (1) Every citizen, according to their talents, skills and abilities, has the right to decent work.
- (2) Everyone has the right to freely choose a job he likes and is also entitled to fair terms of employment.

As a follow-up to the mandate of the Human Rights Act, regulations regarding labor were issued which are accommodated in the Manpower Act. The definition of a worker or worker is anyone who works by receiving wages or other forms of remuneration (Shubhan & Prinsip, 2008). From the definition of workers, several concepts can be drawn, namely that there is a bond regarding rights and obligations between workers and employers. This bond can be made by means of an agreement. Article 1 number 14 of the Manpower Law states that a work agreement is an agreement between a worker/laborer and an entrepreneur or employer that contains the terms of employment, rights and obligations of the parties. Based on the work agreement, between the worker or laborer and the employer are mutually bound to carry out their obligations and provide their rights, and the term employment relationship appears which is none other than the relationship between the entrepreneur and the worker/ laborer based on a work agreement, which has elements of work, wages, and orders. The Manpower Law regulates several rules in the work agreement as in Article 52 (1) that the employment agreement is made on the basis of:

- a. both side agreement;
- b. ability or ability to perform legal actions;
- c. the existence of the promised work; and
- d. the agreed work does not conflict with public order, decency, and the prevailing laws and regulations.

With regard to the content of the work agreement in Article 54 (1) of the Manpower Act, that the work agreement made in writing shall at least contain:

- a. name, company address, and type of business;
- b. name, gender, age, and address of the worker/laborer;
- c. position or type of work;
- d. place of work;
- e. the amount of wages and the method of payment;
- f. terms and conditions of work that contain the rights and obligations of entrepreneurs and workers/laborers;

- g. the start and period of validity of the work agreement;
- h. the place and date the work agreement was made; and
- i. the signatures of the parties in the employment agreement.

The type of work agreement can be distinguished based on the length of time agreed by the employer and the worker in the work agreement which is divided into a Work Agreement for a Certain Time (PKWT) and a Work Agreement for an Indefinite Time (PKWTT). After the parties sign a work contract, by law the work agreement is like law for the parties. A work agreement can end if there are several conditions that have been regulated as stipulated in Article 61 of the Manpower Law, such as:

- a. the worker dies;
- b. expiration of the term of the work agreement;
- c. there is a court decision and/or decision or stipulation of an industrial relations dispute settlement institution that already has permanent legal force; or
- d. the existence of certain circumstances or events that are stated in the work agreement, company regulations, or collective work agreement that can cause the employment relationship to end.

If the entrepreneur dies or the rights to the company are transferred due to a sale, inheritance, or grant, the work agreement still exists. In the event of a transfer of the company, the rights of the worker/ laborer become the responsibility of the new entrepreneur, unless otherwise stipulated in the transfer agreement which does not reduce the rights of the worker/ laborer.

As we know that the law has a function to protect a person's interests by allocating a power to him to act in the context of that interest (Shubhan, 2015). In relation to the concept of legal protection, legal protection can be preventive or repressive, either written or unwritten. According to Philipus Hardjo, preventive legal protection means that people are given the opportunity to submit their opinions before the government's decision gets a definitive form which aims to prevent disputes, in contrast to repressive legal protection which aims to resolve disputes. Legal protection is a guarantee given by the State to all parties to be able to exercise their legal rights and interests in their capacity as legal subjects (Satrio et al., 2020), Legal Protection for the Indonesian People: 1988). Meanwhile, according to Satjipto Rahardjo, legal protection is an effort to protect a person's interests by allocating a human right power to him to act in the context of his interests (Hanifan & Sudahnun, 2014). The theory of legal protection for workers is implemented in the Manpower Act as stipulated in several rules, namely:

1. Article 67 (1)

Guarantees for the protection of workers with disabilities in accordance with the type and degree of disability.

2. Article 68

prohibits the employment of children.

3. Article 69 (1)

The provisions as referred to in Article 68 may be exempted for children aged between 13 (thirteen) years to 15 (fifteen) years to do light work as long as it does not interfere with physical, mental and social development and health.

4. Article 76 (1)

Regulation regarding the prohibition of working hours for female Workers/laborers who are less than 18 (eighteen) years old between 23.00 to 07.00.

5. Article 76 (2)

Employers are prohibited from employing pregnant women workers/laborers who, according to a doctor's statement, are dangerous to the health and safety of their wombs and themselves if they work between 23.00 and 07.00.

6. Article 77 (1)

Every entrepreneur is obliged to implement the provisions on working time. (2) The working time as referred to in paragraph (1) includes 7 (seven) hours 1 (one) day and 40 (forty) hours 1 (one) week for 6 (six) working days in 1 (one) week; or 8 (eight) hours 1 (one) day and 40 (forty) hours 1 (one) week for 5 (five) working days in 1 (one) week.

7. Article 79 (1)

Employers are obliged to give rest and leave time to workers/ laborers. The rest and leave time as referred to in paragraph (1) includes rest between working hours, at least half an hour after working for 4 (four) hours continuously and the rest time does not include working hours, weekly rest 1 (one) day for 6 (six) working days in 1 (one) week or 2 (two) days for 5 (five) working days in 1 (one) week, annual leave, at least 12 (twelve) working days after the worker/laborer has worked for 12 (twelve) months continuously; and a long break of at least 2 (two) months and carried out in the seventh and eighth year for 1 (one) month each for workers/laborers who have worked continuously for 6 (six) years in the same company with the provisions of workers The worker is no longer entitled to his annual rest in the current 2 (two) years and thereafter applies to every multiple of 6 (six) years of service.

It is possible for business conditions to go bankrupt due to default on a number of debts that are past due but have not been paid. If the company goes bankrupt, it will have an impact on the workforce such as termination of employment or being laid off. In the next chapter, we will discuss the legal position of workers and the procedure for the settlement of payment of workers'

wage rights to a bankrupt company or entrepreneur based on regulations and referring to court decisions.

Position of Workers in Settlement of Payment of Workers' Rights for Bankrupt Status of Employers or Entrepreneurs

In the era of globalization, every company will conduct business competition in order to keep up with changing market needs. This also causes the competitiveness between companies to increase, which has resulted in several companies, even companies that have been established for a long time and are large, experiencing losses due to not being able to compete and eventually going bankrupt (Danendra et al., 2021). The definition of bankruptcy in the Law of the Republic of Indonesia Number 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations is a general confiscation of all assets of the Bankrupt Debtor whose management and settlement is carried out by the Curator under the supervision of the Supervisory Judge as regulated in this Law. The requirements for an employer to be bankrupt must refer to Article 2 (1) of the Law on Bankruptcy and Suspension of Debt Payment Obligations, namely a debtor who has two or more creditors and does not pay off at least one debt that has matured and can be collected, is declared bankrupt by a court decision (Saija & Sudiarawan, 2021), either at his own request or at the request of one or more creditors. The absolute competence that handles cases is the Commercial Court in the general court environment. The brief procedure for a business entity to be declared bankrupt is as follows:

1. An application for a declaration of bankruptcy is submitted to the Chairperson of the Court;
2. The clerk of the court registers the application for a declaration of bankruptcy on the date the application is filed, and the applicant is given a written receipt signed by the competent authority on the same date as the date of registration;
3. The Registrar submits a petition for a declaration of bankruptcy to the Chief Justice of the Court no later than 2 (two) days after the date the application is registered;
4. Within a period of no later than 3 (three) days after the date on which the petition for declaration of bankruptcy is registered, the Court shall study the petition and determine the day of trial;
5. The hearing on the petition for a declaration of bankruptcy shall be held within a period of no later than 20 (twenty) days after the date the petition was registered;
6. A summons is made by the Court to the debtor in the event that the application for a declaration of bankruptcy is submitted by the Creditor, the Prosecutor's Office, Bank Indonesia, the Capital Market Supervisory Agency, or the Minister of Finance, the court may summon the Creditor, in the event that the application for a declaration of bankruptcy

is filed by the Debtor and there is doubt that the requirements to be declared bankrupt are as referred to in Article 2 paragraph (1) has been fulfilled.

7. An application for a declaration of bankruptcy must be granted if there are facts or circumstances that are simply proven that the requirements to be declared bankrupt as referred to in Article 2 paragraph (1) have been met.
8. The Court's decision on the petition for a declaration of bankruptcy must be pronounced no later than 60 (sixty) days after the date on which the petition for a declaration of bankruptcy is registered. The Court's decision must also contain:
 1. certain articles of the relevant legislation and/or unwritten sources of law that are used as the basis for adjudicating; and
 2. legal considerations and differing opinions of the member judges or the chair of the panel.The decision on the petition for a declaration of bankruptcy which contains in full the legal considerations underlying the decision must be pronounced in a trial open to the public and can be implemented first, even though a legal remedy is filed against the decision. A copy of the Court's decision must be submitted by the bailiff by registered express letter to the Debtor, the party applying for the bankruptcy statement, the Curator, and the Supervisory Judge no later than 3 (three) days after the date the decision on the petition for a declaration of bankruptcy is pronounced.
9. In the decision to declare bankruptcy, a Curator and a Supervisory Judge are appointed from the Court judges. The appointed curator must be independent, have no conflict of interest with the Debtor or Creditor, and not be handling bankruptcy cases and delays in paying debt obligations for more than 3 (three) cases. Within a period of no later than 5 (five) days after the date the decision on the bankruptcy declaration is received by the Curator and the Supervisory Judge, the Curator shall announce in the State Gazette of the Republic of Indonesia and in at least 2 (two) daily newspapers determined by the Supervisory Judge, regarding the summary of the bankruptcy declaration decision. . Regarding the authority of the Curator, it includes carrying out the task of administering and/or settling the bankruptcy estate from the date the bankruptcy decision is pronounced even though an appeal or judicial review is filed against the decision.

Upon the decision to declare bankruptcy, it will result in legal consequences for the debtor not to have rights to his assets, including all the assets of the debtor at the time the bankruptcy declaration decision is made as well as everything obtained during the bankruptcy. Provisions regarding property may be excluded for objects such as animals that are really needed by the Debtor in connection with his work, his equipment, medical equipment used for health, bedding and equipment used by the Debtor and his family, and food for 30 (thirty) years.) days for the

Debtor and his family, who are located at that place, everything that the Debtor obtains from his own work as a salary from a position or service, as wages, pensions, waiting fees or allowances, to the extent determined by the Supervisory Judge, the money given to the debtor to fulfill an obligation to provide maintenance according to the law. Then in Article 24 (1) of the Bankruptcy Law and PKPU it is stated that the debtor by law loses his right to control and manage his assets which are included in the bankruptcy estate, from the date the bankruptcy declaration decision is pronounced. The decision date as referred to in paragraph (1) is calculated from 00.00 local time. During the course of the bankruptcy, the claim to obtain fulfillment of the engagement from the bankruptcy estate directed against the Bankrupt Debtor, can only be filed by registering it for verification.

Regarding companies or entrepreneurs who are declared bankrupt will have an impact on workers who are still bound by contracts with them, Article 95 of the Manpower Law stipulates that:

1. Violations committed by workers/laborers due to intentional or negligence may be subject to fines.
2. Entrepreneurs who intentionally or negligently result in delays in payment of wages, shall be subject to a fine according to a certain percentage of the worker/laborer's wages.
3. The government regulates the imposition of fines on entrepreneurs and/or workers/laborers in the payment of wages.
4. In the event that the company is declared bankrupt or liquidated based on the prevailing laws and regulations, the wages and other rights of the workers/laborers shall be the debts which have priority in payment.

The provisions for the obligation to pay workers' wages are also regulated in the Bankruptcy Law and PKPU as referred to in Article 39 (1), namely:

Workers who work for the Debtor can terminate their employment relationship, and conversely the Curator may terminate them by taking into account the period of time according to the approval or provisions of the applicable laws and regulations. with the understanding that the employment relationship can be terminated with at least 45 (four five) days' prior notice. Then in paragraph (2) of the article that since the date the bankruptcy declaration decision is pronounced, the wages owed before and after the bankruptcy declaration decision are pronounced are bankrupt assets debt.

It can be concluded that workers' wages that have not been paid by the bankrupt debtor must be settled first in the settlement process by way of the worker submitting an official letter of claim for unpaid rights to the appointed curator. In practice, not everyone knows the function of the commercial court and the curator in the process of extorting unpaid wages from workers, for example in the cassation case Number 887 K/Pdt.Sus-PHI/2018, which involved the Curator of Pt

Starlight Prime Thermoplas, represented by Feber EW Silalahi, SH, and Akhmad Jazuli, SH, M. Hum., as the Curator Team with Widodo, Teguh Santoso, Suryadi. That the case is a result of the decision of the Industrial Relations Court at the Yogyakarta District Court with Decision Number 8/Pdt.Sus-PHI/2018/PN Yyk., dated July 11 2018, whose ruling is that the lawsuit is partially accepted by the Industrial Relations Court at the Yogyakarta District Court with Decision Number 8/Pdt.Sus-PHI/2018/PN Yyk., dated 11 July 2018, which was issued as follows:

In the Exception:

- Rejecting the Defendant's exception in its entirety;

In the Main Case:

1. Accepting the Plaintiff's claim in part;
2. To declare that the working relationship between the Plaintiffs and PT Starlight Prime Thermoplas (in bankruptcy) has been terminated since the letter of dismissal was issued due to the company's bankruptcy;
3. Sentencing and ordering the Defendant as the curator of PT Starlight Prime Thermoplas (in bankruptcy) to pay in cash the severance pay, service award, compensation and leave with a total amount of Rp.89,495,234.00 (eighty-nine million four hundred ninety-five thousand two hundred thirty four thousand rupiah) with the following details to the Plaintiffs:
 - a. Plaintiff I (Widodo) amounting to Rp 38,084,400.00;
 - b. Plaintiff II (Teguh Santoso) Rp. 25,702,000.00;
 - c. Plaintiff III (Suryadi) Rp. 25,708,834.00;
4. Charge the state with court fees in the amount of Rp.461,000.00 (four hundred and sixty-one thousand rupiahs) to the state;
5. Reject the claim of the Plaintiffs other than and the rest;

Considering, whereas the decision of the Industrial Relations Court at the Yogyakarta District Court has been notified to the Cassation Petitioner on 11 July 2018, then against him by the Cassation Appellant through his proxy, based on a Special Power of Attorney dated 19 July 2018, a cassation request was filed on 20 July 2018 as it turns out from the Deed of Statement of Application for Cassation Number 8/Pdt.Sus-PHI/2018/PN Yyk., made by the Registrar of the Industrial Relations Court at the Yogyakarta District Court, the application is followed by a memorandum of cassation containing the reasons accepted by the Registrar of the Industrial Relations Court at the Yogyakarta District Court on 23 July 2018. That the objections in the cassation memorandum from the Cassation Petitioner can be justified, because after carefully examining the cassation memorandum received on 23 July 2018 and the counter cassation memorandum received on 6 August 2018 are linked listen n consideration *Judex Facti*, in this case

the Industrial Relations Court at the Yogyakarta District Court has wrongly applied the law with the following considerations. Prime Thermoplas was declared bankrupt by the Central Jakarta Commercial Court on April 21, 2017 *Starlight*. Regarding rights are filed against the curator and can only be submitted by registering them for verification.

Whereas the Plaintiff's claim should also be submitted to the curator through the bankruptcy mechanism, namely by registering the claim with the curator to be verified/verified at the creditors' meeting, thus the submission of the claim to the curator to the Industrial Relations Court cannot be justified, because the Industrial Relations Court is not authorized to examine and prosecute parties who have been declared bankrupt. Considering, whereas based on the above considerations, in the opinion of the Supreme Court, there is sufficient reason to grant the petition for cassation from the Petitioner for Cassation, CURATOR PT STARLIGHT PRIME THERMOPLAS, and to annul the Decision of the Industrial Relations Court at the Yogyakarta District Court Number 8/Pdt.Sus-PHI/2018 /PN Yyk., on July 11 2018, the Supreme Court then tried this case by itself with a verdict as described below; Considering, whereas because the value of the lawsuit in this case is below Rp. 150,000,000.00 (one hundred and fifty million rupiah), as stipulated in Article 58 of Law Number 2 of 2004, the costs of the case at this level of cassation shall be borne by the State. With due observance of Law Number 13 of 2003 concerning Manpower, Law Number 2 of 2004 concerning Settlement of Industrial Relations Disputes, Law Number 48 of 2009 concerning Judicial Power, Law Number 14 of 1985 concerning the Supreme Court as amended by Law Number 5 of 2004 and the second amendment to Law Number 3 of 2009 and other relevant laws and regulations. Based on the request for cassation by the curator, the judge made a decision that:

1. Granted the petition for cassation from the Cassation Petitioner, Curator PT Starlight Prime Thermoplas;
2. Canceling the Decision of the Industrial Relations Court at the Yogyakarta District Court Number 8/Pdt.Sus-PHI/2018/PN Yyk., July 11 2018;

Judge Yourself:

In Exception:

1. Accept the Defendant's exception;
2. Stating that the Industrial Relations Court at the Yogyakarta District Court is not authorized to examine and adjudicate the *a quo*

Analysis:

If it refers to Article 39 (1) of the Bankruptcy Law and PKPU that Workers who work for Debtors can terminate their employment relations, and conversely the Curator can dismiss them by respecting the period of time according to the agreement or the provisions of the applicable

legislation, with the understanding that the employment relationship can be terminated with at least 45 (four five) days' prior notice. Then in paragraph (2) of this article that since the date the bankruptcy declaration decision is pronounced, wages owed before and after the bankruptcy declaration decision is made are debts of bankruptcy estate. Referring to the case, the company in question is bankrupt and has not paid the employee's rights, the industrial relations court should reject the case and the parties can file a claim against the company for unpaid wages through the curator and workers who have not received wages can be categorized as creditors and have special rights in the form of prepayment based on Article 95 of the Manpower Law.

4. CONCLUSION

Everyone has the right to work to fulfill their daily needs as stipulated in the laws and regulations. Workers as workers need legal protection from the State as a guarantor of certainty for their rights to be obtained. Through applicable regulations, the government can supervise the private sector in managing employment and can guarantee the welfare of workers and The condition of a company declared bankrupt will have a direct impact on workers such as not paying wages according to the contract, in carrying out the settlement of unpaid wages for workers there will be a debt that must be paid off by the bankrupt debtor. The settlement of the debt must take precedence according to the regulations in the Manpower Act, and the industrial relations court is no longer the court that has the authority to decide post-bankrupt industrial relations cases.

Suggestion

The parties who will be bound by work must fully understand the contents of the contract agreement, lest the parties just sign it regardless of the contents of the agreement. And The industrial relations court should be obliged to reject the case submitted if the company being sued has gone bankrupt to comply with the provisions of the Bankruptcy Law and PKPU.

REFERENCES

- Danendra, R., Handayani, I. G. A. K. R., Jaelani, A. K., & Najicha, F. U. (2021). LEGAL PROTECTION OF NON WAGE WORKERS' RIGHTS AFTER OMNIBUS LAW. *Jurisprudentie: Jurusan Ilmu Hukum Fakultas Syariah Dan Hukum*, 8(1), 85–99.
- Dewi, N. P. T., & Budiarta, I. N. P. (2022). Perlindungan Hukum Terhadap Pekerja dalam Hal Perusahaan Mengalami Kepailitan dan Penundaan Kewajiban Pembayaran Utang. *Jurnal Interpretasi Hukum*, 3(1), 159–163.
- Ermawan, A., & Yunus, A. (2019). Perlindungan Hukum Hak-Hak Tenaga Kerja Yang Perusahaannya Diputus Pailit. *Indonesian Journal of Criminal Law*, 1(2), 100–108.
- Hanifan, A. A., & Sudahnan, S. (2014). Perlindungan Hukum Pekerja Alih Daya Di Perusahaan Penyedia Jasa Pekerja Pailit. *Perspektif*, 19(2), 81–93.

- Jonaedi Efendi, S. H. I., Johnny Ibrahim, S. H., & SE, M. M. (2018). *Metode Penelitian Hukum: Normatif dan Empiris*. Prenada Media.
- Laheri, P. E. (2019). PROBABILITAS PENGAJUAN PERMOHONAN PAILIT TERHADAP PERUSAHAAN ATAS PIUTANG UPAH PEKERJA/BURUH. *Jurnal Advokasi*, 9(1), 44–55.
- Rudianto, E., & Roesli, M. (2019). Civil Law Review Non-performing Loan Settlement Loans Revolving Funds National Program for Community Empowerment in Urban. *YURISDIKSI: Jurnal Wacana Hukum Dan Sains*, 14(1), 58–73.
- Saija, R., & Sudiarawan, K. A. (2021). Perlindungan Hukum Bagi Perusahaan Debitur Pailit dalam Menghadapi Pandemi Covid 19. *Batulis Civil Law Review*, 2(1), 66–77.
- Satrio, A., Kartikasari, R., & Faisal, P. (2020). Eksekusi Harta Debitur Pailit Yang Terdapat Di Luar Indonesia Dihubungkan Dengan Pemenuhan Hak-Hak Kreditor. *Ganesha Law Review*, 2(1), 96–108.
- Shubhan, M. H. (2015). *Hukum Kepailitan*. Prenada Media.
- Shubhan, M. H., & Prinsip, H. K. (2008). *Norma dan Praktik di Peradilan*. Jakarta, Kencana.
- Singadimedja, H. N., Karsona, A. M., & Pramudya, W. (2018). Penyelesaian Tunggakan Iuran Jaminan Kematian oleh Perusahaan yang Dinyatakan Pailit Ditinjau dari Hukum Ketenagakerjaan. *Jurnal Hukum Positum*, 3(2), 1–28.