

## Juridical Review of Termination of Employment Due to Covid-19 on Workers or Laborers in Banten Province

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### Article Info

#### Article history:

Received : 18 December 2023

Published : 06 January 2024

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#### Keywords:

Labor

COVID-19, Termination of Employment

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### Info Artikel

#### Article history:

Diterima : 18 Desember 2023

Publis : 06 Januari 2024

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### Abstract

*The COVID-19 pandemic has affected many industrial companies in Banten Province, resulting in a wave of layoffs for workers/laborers in Banten Province. The company that terminates the employment relationship of the employee on the grounds of Force Majeur or coercive circumstances. The purpose of this study was to determine the legal review of Termination of Employment Due to COVID-19 for Workers in Banten Province. The method used in this study is a normative legal research method, with a statute approach and a conceptual approach. Legal material is analyzed by induction and interpretation syllogism. The results of the analysis show that: The Juridical Review of Termination of Employment Due to COVID-19 on Workers in Banten Province, is still not in accordance with existing policies, because the company terminates employment on the grounds of "force majeure" caused by the pandemic COVID-19, but the provisions in Article 164 paragraph (1) of the Manpower Act stipulate that the reason for layoffs due to "force majeure" can only be applied if the company has suffered losses for 2 (two) consecutive years, while the pandemic COVID-19 has only been around for a year.*

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### Abstrak

Masa pandemi COVID-19 mengakibatkan banyak perusahaan industri di Provinsi Banten terdampak, sehingga mengakibatkan terjadinya gelombang Pemutusan Hubungan Kerja terhadap tenaga kerja/buruh di Provinsi Banten. Perusahaan yang melakukan Pemutusan Hubungan Kerja terhadap pekerjanya tersebut dengan alasan Force Majeur atau keadaan memaksa. Tujuan penelitian ini adalah untuk mengetahui tinjauan hukum Pemutusan Hubungan Kerja Akibat COVID-19 terhadap Buruh di Provinsi Banten. Metode yang digunakan dalam penelitian ini adalah metode penelitian hukum normative, dengan pendekatan pendekatan Perundang-undangan (statute approach) dan pendekatan konseptual (conceptual approach). Bahan hukum dianalisis dengan silogisme induksi dan interpretasi. Hasil analisis menunjukkan bahwa: Tinjauan Yuridis Pemutusan Hubungan Kerja Akibat COVID-19 terhadap Buruh di Provinsi Banten, masih belum sesuai dengan kebijakan yang ada, karena pihak perusahaan melakukan pemutusan hubungan kerja dengan alasan "keadaan memaksa" (force majeure) yang diakibatkan oleh adanya pandemi COVID-19, namun ketentuan dalam Pasal 164 ayat (1) Undang-Undang Ketenagakerjaan mengatur bahwa alasan PHK karena "keadaan memaksa" (force majeure) hanya dapat diterapkan apabila perusahaan telah mengalami kerugian selama 2 (dua) tahun berturut-turut, sedangkan pandemi COVID-19 ini baru terjadi selama satu tahun.

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## 1. INTRODUCTION

Based on Article 1 paragraph (3) of the 1945 Constitution of the Republic of Indonesia (UUDNRI), Indonesia is a constitutional state. Therefore, the protection of workers and workforce receives special attention in the concept of the rule of law related to human rights. Article 27 paragraph 2 states that "Every citizen has the right to work and a living worthy of humanity". Furthermore, the protection of workers and workers is also contained in

Article 28D Paragraph 3 of the 1945 Constitution of the Republic of Indonesia CHAPTER Thus, the protection of workers/laborers has been mandated in the Indonesian constitution, so the government must be able to guarantee the fulfillment of protection for these workers.

However, currently, the world is facing a very crucial problem with the presence of COVID-19 which has spread throughout the world, including Indonesia. The COVID-19 pandemic (also known as the Corona virus) which has occurred for almost a year now, apart from having an impact on health aspects, this virus has also had an impact on the global economy, namely drastically reducing company productivity and even stopping business activities, such as the hotel, transportation and retail sectors. , restaurants and others. The industrial sector, including small, medium and large scale industries, has not been spared from the impact of the COVID-19 pandemic.

“Corona virus or severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) is a virus that attacks the respiratory system. The disease caused by this viral infection is called COVID-19. The Corona virus can cause mild problems with the respiratory system, serious lung infections, and even death. Coronavirus is a group of viruses that can infect the respiratory system. In many cases, this virus only causes mild respiratory infections, such as the flu. However, this virus can also cause serious respiratory infections, such as lung infections (pneumonia). This virus is transmitted through droplets from the respiratory tract, for example when in a crowded closed space with poor air circulation or in direct contact with droplets. Apart from the SARS-CoV-2 virus or Corona virus, viruses that are also included in this group are the virus that causes Severe Acute Respiratory Syndrome (SARS) and the virus that causes Middle-East Respiratory Syndrome (MERS). "Even though it is caused by a virus from the same group, namely coronavirus, COVID-19 has several differences from SARS and MERS, including in terms of the speed of spread and severity of symptoms." (Pane, 2021)

The Indonesian government, as a preventive measure to prevent the spread of COVID-19 in Indonesia, issued Government Regulation Number 21 of 2020 concerning Large-Scale Social Restrictions (PSBB). As a result of the PSBB, industrial production processes, tourism, hotels, airlines and so on, which were mentioned previously, experienced very significant losses.

The influence of COVID-19 on activities in the economic sector has been starting from February 2020 until now, where in the industrial sector productivity has slowed or even decreased, resulting in bankruptcy, while companies that are still surviving have had to force workers to Work From Home (WFH), laying off their workers. , and even make reductions by terminating the employment relationship (PHK) of its workers. This has resulted in millions of workers/laborers losing their income, one of which is in Banten Province, which is one of the industrial centers in Indonesia.

Based on Article 1 number 25 of Law Number 13 of 2003 concerning Manpower, it explains that "Termination of Employment Relations is the termination of employment relations due to certain things which result in the end of the rights and obligations between workers/laborers and employers.

Based on the definition of termination of employment according to the Employment Law, termination of employment is all kinds of termination of workers/laborers, namely termination to earn a livelihood, termination to support the family, and termination period for medical expenses, recreation, etc. .(Asyhadie, 2008) However, in general, several companies that carried out layoffs during the COVID-19 pandemic often used the reason of force majeure, even though the companies were still producing as usual. The important thing that is a condition for terminating a company's employment relationship with workers is that the company is said to have experienced a decline or loss for 2 years. Meanwhile, the current Covid-19 pandemic has not reached or can be said to be 2 years old.

As is known, the legal basis for force majeure, namely Article 1245 of the Civil Code (BW), regulates that compensation for losses and interest can be forgiven if a forceful situation occurs. Many experts and practitioners are of the view that Article 1245 of the Civil Code can be used as a legal basis for the application of force majeure even if this clause has not been regulated in the agreed contract. However, this does not mean that Article 1245 of the Civil Code alone is sufficient, the litigant must be able to prove that there are obstacles that really prevent their performance from being carried out. Head of the Civil Law Study Division at FHUI, Akhmad Budi Cahyono, is of the opinion that Covid-19 cannot immediately result in the implementation of force majeure, unless the situation is truly impossible, such as a company closing for example. (Qur'ani, 2021)

In the case of the COVID-19 outbreak, it could be said to be an unexpected event when the agreement or policy was made. This means that if an agreement is made when the epidemic is spreading and results in layoffs, then it cannot be used as an excuse as force majeure. Thus, it is necessary to protect workers to guarantee workers' basic rights and to realize workers' welfare while still prioritizing the development of the company's interests. (Adisu, 2007)

To face and overcome the crisis resulting from the corona virus or COVID-19 outbreak, Government Regulation in Lieu of Law (PERPU) Number 1 of 2020 was issued concerning State Financial Policy and Financial System Stability for Handling the 2019 Corona Virus Disease (COVID-19) Pandemic and/ or in order to face threats that endanger the national economy and/or financial system stability.

The COVID-19 pandemic also resulted in the postponement of the 2021 Provincial Minimum Wage (UMP) increase. The Governor of Banten, Wahidin Halim, said that there were 106 (one hundred and six) industries requesting a postponement of the 2021 UMP increase. This request was inseparable from the COVID-19 problem which had an impact on production. The reason for the request to postpone the 2021 UMP increase is because industrial entrepreneurs are unable to pay minimum wages, due to the impact of COVID-19 so they cannot fully pay workers' wages. (Rifai, 2021)

Please note that the minimum wage in Banten Province varies, depending on the Regency and City in Banten Province. The following is a comparison of Regency/City Minimum Wages in Banten Province based on Governor's Decree (SK) Number 561/Kep.320-Huk/2019 concerning Determination of Regency/City Minimum Wages in Banten Province in 2020 and Governor's Decree (SK) Number 561/Kep .272-Huk/2020 concerning Determination of Regency/City Minimum Wages in Banten Province for 2021, as follows:

**Table 1**  
**Regency/City Minimum Wage (UMK) in Banten Province**  
**2020**

<b>Regency/City Minimum Wage in Banten Province</b>			
<b>No.</b>	<b>Regency/City</b>	<b>2020 MSE size</b>	<b>UMK size 2021</b>
1	Pandeglang Regency	Rp. 2,758,909.00	Rp. 2,800,292.64
2	Serang City	Rp. 3,773,940.00	Rp. 3,830,549.10
3	Cilegon City	IDR 4,246,081.42	Rp. 4,309,772.64
4	South Tangerang City	Rp. 4,168,268.62	Rp. 4,230,792.65
5	Tangerang Regency	Rp. 4,168,268.62	Rp. 4,230,792.65
6	Tangerang City	Rp. 4,199,029.92	IDR 4,262,015.37
7	Serang Regency	IDR 4,152,887.55	Rp. 4,215,180.86
8	Lebak Regency	Rp. 2,710,654.00	IDR 2,751,313.81

Source: Wahidin Halim, "Increase in UMK in 2021", accessed from <https://www.instagram.com/p/CH37j9FFgYO/?igshid=nfb9o9sois7y>, on January 28 2021 at 14.46 WIB.

Based on the Governor's Decree above, it can be analyzed that there will be an increase in the UMK in 2021, however in Governor's Decree Number 561/Kep.272-Huk/2020 it is also stated that the 2021 UMK amount is intended for companies that are not economically affected by the COVID-19 pandemic. Meanwhile, companies affected economically by the COVID-19 pandemic can report to the Governor of Banten through the Banten Province Manpower and Transmigration Service (Disnakertrans).

Al Hamidi as Head of the Provincial Manpower and Transmigration Office. Banten, adding that in 2021 the UMP decided by the Governor will increase by 1.5 percent. However, in the decision there is a clause that the industry can suspend this obligation if it is affected by Corona. Of the total 106 (one hundred and six) industries that requested a postponement of the 2021 UMP increase, 104 (one hundred and four) were approved for the postponement of the increase, namely those operating in the garment, footwear and similar industries. Meanwhile, industry was rejected because the company did not have the requirements required by the Manpower and Transmigration Office, for example regarding annual financial audits and joint agreements between labor and management. (Rifai, 2021)

For the record, the impact of Corona has resulted in an increase in the number of unemployed to 171,000 (one hundred and seventy one thousand) people, so that in 2020 unemployment in Banten will reach 661,000 (six hundred and sixty one thousand) people. Banten's UMP in 2021 has indeed increased by 1.5 percent, as outlined in the previous Banten Gubernatorial Decree Number 561/Kep.272-Huk/2020, (Rifai, 2021) but the impact of the pandemic has affected industry, including paying wages. Throughout 2020, Wahidin reflected that the pandemic had also caused the unemployment rate in Banten to increase.

Based on the background above, it can be analyzed that the unemployment rate in Banten Province has increased due to the COVID-19 pandemic, because many companies have reduced their workforce or laid off workers on the grounds that the company is experiencing a decline or loss due to the economic impact caused by the COVID pandemic. -19, which also resulted in most entrepreneurs being forced to stop or reduce their business activities, resulting in a reduction in their workers or even laying off their workers. So the author is interested in raising issues related to the legal review of layoffs of workers carried out by employers using force majeure reasons during the COVID-19 pandemic in Banten Province. So the problems that will be discussed in this research are as follows: How is the Juridical Review of Termination of Employment Due to COVID-19 on Workers in Banten Province.

## 2. RESEARCH METHOD

This writing uses normative legal research methods, with a statutory approach and a conceptual approach. (Marzuki, 2005) The legal data used is primary legal data in the form of an interview process and secondary legal data in the form of material law primary, namely statutory regulations relating to employment law, and secondary legal material in the form of literature related to the problem being studied. (Soemitro, 1990)

The method above will be used to find out whether the company has terminated its workers' employment due to force majeure or compelling circumstances resulting from the COVID-19 pandemic. This reason is in direct conflict with the provisions in Article 164 paragraph (1) of the Employment Law stipulates that the reason for layoffs is due to "force majeure" can only be applied if the company has experienced losses for 2 (two) consecutive years, whereas the COVID-19 pandemic has only been going on for one year.

Argumentation is carried out to provide prescriptives in the form of constructions or designs regarding whether or not according to law the facts or legal events from the research results..

### 3. RESEARCH RESULTS AND DISCUSSION

Before discussing the issue regarding the juridical review of termination of employment due to COVID-19 for workers in Banten Province, the author will first try to explain the legal basis and mechanism for Termination of Employment Relations (PHK).

#### A. Legal Basis for Termination of Employment Relations

There are several legal bases or policies that regulate Termination of Employment (PHK), as follows:

1. Minister of Manpower and Transmigration Decree Number 78 of 2001 concerning Amendments to Minister of Manpower Decree Number 150 of 2000 concerning Layoffs, Severance Pay, and others.
2. Law Number 13 of 2003 concerning Employment.
3. Law Number 2 of 2004 concerning Settlement of Industrial Relations Disputes.
4. Law Number 11 of 2020 concerning Job Creation (Employment Clusters).
5. SE Menaker M/3/HK.04/III/2020 concerning Protection of Workers/Labourers and Business Continuity in the Context of Preventing and Managing COVID-19.

If you want to terminate your employment relationship at this time, you should use the references set out in the Employment Law and the Job Creation Law (Employment Cluster). Termination of employment (PHK) because the company wants to improve efficiency and not because of the employee's fault should refer to the provisions in Article 164 (3) of the Manpower Law, where employees who experience layoffs will receive a period of service award (if the period of service is more than 3 years), severance pay and compensation for rights.

As for the Job Creation Law, there are 14 (fourteen) reasons for Termination of Employment Relations as regulated in Chapter VI of Employment Article 154A paragraph (1) of the Job Creation Law, that termination of employment relations can occur for the following reasons:

1. The company carries out a merger, consolidation, takeover or separation of companies;
2. The company makes efficiency;
3. The company closed due to the company experiencing losses;
4. The company closed due to force majeure
5. The company is in a state of postponement of debt payment obligations;
6. Bankrupt company;
7. The company commits acts that are detrimental to workers/laborers;
8. Workers/laborers resign of their own accord;
9. Workers/laborers are absent;
10. The worker/laborer violates the provisions stipulated in the work agreement, company regulations, or collective work agreement;
11. Workers/laborers are detained by the authorities;
12. Workers/laborers experience prolonged illness or disability due to work accidents and are unable to carry out their work after exceeding the limit of 12 (twelve) months;
13. Workers/laborers are entering retirement age; or
14. Workers/laborers die.

Apart from that, based on Article 154A paragraph (2) of the Job Creation Law, it is regulated that other reasons for termination of employment can be stipulated in the work agreement, company regulations or collective work agreement. However, there is still

no mechanism and more detailed information from the government because no government regulations have been made.

Based on the provisions of Article 154A paragraph (1) of the Job Creation Law mentioned above, it can be seen in point 4 that the reason for layoffs can be because "the company closed due to force majeure", so that with this regulation the The company used force majeure as a reason to terminate employment relations with its workers, namely because the company was affected by the economy due to the COVID-19 pandemic which is currently hitting Indonesia.

## **B. Employment Termination Mechanism**

The Termination of Employment (PHK) mechanism is divided into two types of mechanisms, namely depending on the status of the worker, including as a permanent worker or contract worker. Both will be discussed in the following description (Asikin, 2016):

### 1) Mechanism for Termination of Employment Relations for Permanent Workers

There are six stages that can be carried out by companies that decide to terminate employment.

#### a) Prepare Complete Supporting Data

The first stage in laying off employees, the company should have supporting data or documents. This document contains the reasons or causes for the need to terminate an employee's employment relationship. For example, what kind of violations have been committed by employees, or what is the condition of the company that requires layoffs. And several other documents that are related to layoff procedures.

#### b) Notification to Concerned Employees

After preparing the data or supporting documents, you must then notify the employee concerned. Because industrial relations are a two-party relationship, employees should not be suddenly dismissed without notice. Or if there is a labor union, then before carrying out layoffs the company must communicate the plan to the labor union. If there is no labor union in the company, layoffs become company policy.

#### c) discussion

The next procedure that must be followed is to hold a deliberation. Deliberations are carried out by both parties, namely the employee and the company. This deliberation is carried out with the aim of reaching a consensus known as bipartite. Through this deliberation, both parties hold discussions to find the best solution for both the company and employees. If during the deliberation process you have reached an agreement, don't forget to make a Joint Agreement.

#### d) Third Party Assistance Such as from the Manpower Department

If it turns out that the problem that occurs cannot be resolved through deliberation, then the assistance of a third party, namely the local manpower office (disnaker) is needed. The goal is to find a fair and impartial way of resolution, whether through mediation or reconciliation.

#### e) Carrying out Legal Mediation

If with the help of the Manpower Department, a solution to the problem has not been found, then legal action can be taken up to court. If the final result is that the layoff is still carried out, then it is submitted by making a written request to the Industrial Relations Court (PHI), accompanied by the reasons why the layoff was carried out.

#### f) Preparation of Compensation Money

If the employment relationship ends up being terminated, the company is obliged to provide compensation money, in this case severance pay or gratuity money that should be received by the employee.

## 2) Mechanism for Termination of Employment Relations for Contract Workers

For contract employees, the cooperation contract is the basis for the rights and obligations of both parties. In general, the party who proposes to terminate the collaboration before the specified time period is obliged to provide compensation to the other party. The amount and details of compensation have also been determined since the cooperation agreement was made. Usually compensation is given according to the remaining valid contract period. If an employee is actually a PKWTT worker (because the employer violated the applicable regulatory provisions), and if the employee is terminated, then the employee is entitled to severance pay. However, if the PKWT and work contract ends, there is no severance pay for contract employees so there is only compensation according to the remaining valid contract period.

Based on the legal basis and mechanism for Termination of Employment (PHK) described above, it can be analyzed that the policy regarding layoffs has been regulated in several statutory regulations and the layoff mechanism has been explained in detail. Basically, employers, workers/laborers, trade unions/labor unions, and the government, must make every effort to ensure that Termination of Employment Relations (PHK) does not occur. (Article 81 number 37 of Law Number 11 of 2020 concerning Job Creation, which amend Article 151 paragraph (1) of Law Number 13 of 2003 concerning Employment). However, if layoffs cannot be avoided, then employers must notify the purpose and reasons for layoffs to the workers concerned and/or the trade union. (Article 81 number 37 of the Job Creation Law which amends Article 151 paragraph (2) of the Employment Law)

If the worker has been notified and refuses, then the layoff must be resolved through bipartite negotiations between the employer and the worker and/or the worker union. (Article 81 number 37 of the Job Creation Law which amends Article 151 paragraph (3) of the Manpower Law.) In the event that bipartite negotiations do not result in an agreement, then the settlement of layoffs is carried out to the next stage in accordance with the industrial relations dispute resolution mechanism regulated in the Law -Law Number 2 of 2004 concerning Settlement of Industrial Relations Disputes.( Article 81 number 37 of the Job Creation Law which amends Article 151 paragraph (4) of the Employment Law.)

In the context of the COVID-19 pandemic, facts on the ground show that the impact of the COVID-19 pandemic has caused the wave of layoffs in Banten Province to continue to increase. During the pandemic, 72 (seventy two) companies in Banten Province closed and some chose to move to Central Java to avoid the high MSEs in Banten. In fact, based on data from the Banten Province Central Statistics Agency, the 2020 Open Unemployment Rate (TPT) in Banten Province increased from 8.01% in February to 10.64% in August 2020 or equivalent to 661,000 (six hundred and sixty one thousand ) people (Banten Province Central Statistics Agency, 2021)

The government asks employers not to lay off layoffs, especially in sectors that are vulnerable to being affected by the COVID-19 pandemic. However, the appeal not to lay off workers is difficult to implement, especially if the company experiences losses, so to reduce the financial deficit the company lays off its workers using force majeure reasons, even though the company continues to operate as usual. Meanwhile, the force majeure provisions regulated in Article 154A paragraph (1) number 4 of the Job Creation Law stipulate that the reason for layoffs can be if "the company closes due to force majeure". So the force majeure reason used by the Company during the

COVID-19 pandemic to lay off its workers was incorrect. This is because the company is still operating as usual/not closed.

Meanwhile, legally, companies can carry out layoffs for reasons of force majeure as outlined in Article 164 of the Employment Law, determined as follows:

*Article 164:*

- (1) *Employers can terminate employment relations with workers/laborers because the company closes due to the company experiencing continuous losses for 2 (two) years, or force majeure circumstances, provided that the workers/laborers are entitled to 1 (one) severance pay. times the provisions of Article 156 paragraph (2), service award money of 1 (one) times the provisions of Article 156 paragraph (3) and compensation money in accordance with the provisions of Article 156 paragraph (4).*
- (2) *Company losses as intended in paragraph (1) must be proven by financial reports for the last 2 (two) years which have been audited by a public accountant.*
- (3) *Employers can terminate employment relations with workers/laborers because the company closes, not because it has experienced losses for 2 (two) consecutive years or not because of force majeure, but the company is working on efficiency, provided that workers/laborers are entitled to severance pay of 2 (two) times the provisions of Article 156 paragraph (2), service award money equal to 1 (one) times the provisions of Article 156 paragraph (3) and compensation money in accordance with the provisions of Article 156 paragraph (4).*

Based on these provisions, it can be analyzed that during the current COVID-19 pandemic, companies cannot lay off their workers for reasons of force majeure, because the current COVID-19 pandemic has not been running for 2 (two) years and the company has not experienced any losses continuously. However, layoffs can be carried out by companies on the grounds that the company is carrying out efficiency on the condition that it continues to provide severance pay to its laid-off workers.

Layoffs carried out by companies for reasons of force majeure are certainly unacceptable, because the COVID-19 pandemic has only entered 1 year or cannot be said to be force majeure, the company should be able to take other steps such as reducing wages, limiting working hours or overtime, or laying off workers for a while. However, as mentioned in the background, there is a large UMK in Banten Province, of course the company cannot simply reduce workers' wages.

Meanwhile, the steps taken by the Government to avoid layoffs, the Ministry of Manpower issued a Circular Letter from the Minister of Manpower Number M/3/HK.04/III/2020 of 2020 concerning Worker/Labourer Protection and Business Continuity in the Context of Preventing and Handling COVID-19. The Circular stipulates that the Minister of Manpower asks Governors to implement wage protection for workers/laborers related to the COVID-19 pandemic, as follows (Point II SE Menaker M/3/HK.04/III/2020):

1. For workers/laborers who are categorized as People under Monitoring (ODP) for COVID-19 based on a doctor's statement and therefore cannot come to work for a maximum of 14 days or according to Ministry of Health standards, their 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 due to COVID-19 illness and this is proven by a doctor's statement, their wages are paid in accordance with statutory regulations.
4. For companies that limit business activities due to government policies in their respective regions to prevent and deal with COVID-19, resulting in some or all of their workers/laborers not coming to work, taking into account business continuity, changes to the amount and method of payment of workers'/laborers' wages are made in accordance with the agreement between the entrepreneur and the worker/laborer.

In this circular letter, it can be concluded that to avoid layoffs due to the COVID-19 pandemic, the company can make changes to the amount and method of payment of wages for workers/laborers who are temporarily laid off due to the COVID-19 outbreak, based on an agreement between the parties. Then, in connection with the large number of layoffs that occurred in Banten during the COVID-19 pandemic and the consequences that resulted from layoffs, especially for workers and their families, causing many people to lose income and be unable to pay for their daily living needs. . By terminating the employment relationship by the company of its workers (laborers) for reasons of "force majeure" in Banten Province, then if the company closes due to losses or due to force majeure, the workers/laborers are entitled to severance pay, gratuity for their work one time period provision each, and compensation for rights (Sutedi, 2011).

Thus, based on the discussion outlined above, it can be analyzed that legally, termination of employment during the COVID-19 pandemic in Banten Province was still not in accordance with existing policies, because the company terminated employment for the reason of "force majeure." (force majeure) caused by the COVID-19 pandemic, however the provisions in Article 164 paragraph (1) of the Manpower Law regulate that the reason for layoffs is due to "force majeure" (force majeure) can only be applied if the company has experienced losses for 2 ( two) consecutive years, while the COVID-19 pandemic has only been going on for one year.

However, in the provisions of Article 45 paragraphs (1) and (2) of Government Regulation No. 35 of 2021, employers can terminate employment relations with workers for reasons that the company has closed due to force majeure, so workers are entitled to severance pay and awards of service length and compensation for entitlements

The two regulations regarding termination of employment based on Article 164 paragraph (1) of the Manpower Law and the provisions of Article 45 paragraphs (1) and (2) of Government Regulation No. 35 of 2021 contradict each other, resulting in the regulations appearing ineffective. As explained by Anthony Allot, the effectiveness of the law is measured in three ways, namely: First, the law can prevent people as legal subjects from committing acts that are deviant or prohibited by law. This means that the company must implement clear rules and not only prioritize its own interests without considering the interests of employees amidst the spread of COVID-19. Second, law can function as a medium for resolving problems fairly, meaning it can provide legal justice values (Mughtar, 2021). The conflict between the two regulations shows that the regulations are made as if they do not show the value of justice, especially for workers who are laid off. The three laws must provide legal protection. If you look at the large number of layoffs that occurred in Banten during the COVID-19 pandemic and the consequences that resulted from layoffs, especially for workers and their families, it caused many people to lose their income and be unable to pay for their daily living needs. By terminating the employment relationship

by the company of its workers (laborers) for reasons of "force majeure" in Banten Province, then if the company closes due to losses or due to force majeure, the workers/laborers are entitled to severance pay, gratuity for their work one time period each provision, and compensation money for rights.

#### 4. CONCLUSION

Juridical Review of Termination of Employment Due to COVID-19 on Workers in Banten Province, is still not in accordance with existing policies, because the company terminated employment due to "force majeure" caused by the COVID-19 pandemic, however The provisions in Article 164 paragraph (1) of the Manpower Law regulate that the reason for layoffs due to "force majeure" can only be applied if the company has experienced losses for 2 (two) consecutive years, whereas the COVID-19 pandemic is just occurred for one year.

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