

Legal Protection of Compensation Rights Termination of Employment Using Directors' Assets (Case Study)

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ABSTRACT

Whereas in labour relations, there are often obstacles, such as termination of employment. For workers, this study uses a normative juridical approach in the form of a case approach by conducting a study of related cases, which have become court decisions that have permanent legal force. The case study in this research is related to the Deed of Peace Number 1404/Pdt.G/2021/PN.Tng. This study aims to determine the legal protection of compensation rights for termination of employment using directors' assets and the constraints faced. The results of this study explain the termination of employment for workers at PT. Aemka Putra Satria towards 6 (six) workers who have worked for 15 years. Due to the company's incompetence and no company assets that can be used to pay for workers' rights, the directors' good faith and moral responsibility, a Debt Payment Agreement (Severance Payment) was made on November 28, 2019. The value of workers' rights is Rp—900,000.000 (nine hundred million rupiah). The directors' assets will be paid by selling land with a Certificate of Ownership No. 07578, located in Gang Ronyok Binong Tangerang with an area of 775 m² with estimated sales of Rp. 1,550,000,000. Because there was no realization of the agreement, the workers, through their attorneys, filed a lawsuit for default at the Tangerang District Court on December 23, 2021. Based on the mediation results, a Peace Agreement was produced to be determined in the peace settlement (Acta van dating). Based on the Deed of Peace Number 1404/Pdt.G/2021/PN.Tng, the Panel of Judges at the Tangerang District Court determined the peace agreement in the Establishment of the Deed of Peace, in which the parties must comply with the agreement of the parties that had been approved.

Keywords: Legal Relations; Legal Protection; Deed of Peace

INTRODUCTION

Humans are social creatures who depend on one another, especially to complete life's necessities. In this life, humans must work to finance their lives, whether self-employed or working with others. The progress of a country is followed by the progress of the people in that country, where they build companies and institutions that develop. In the implementation of development, the workforce has an important role and meaning as a supporting element for the success of national development. It is realized that in a company or institution, the workforce is the driving force of the company, the working partner of the entrepreneur, and

the company's assets, which are an investment for a company in increasing work productivity; it is only natural that they are given protection because labour is the most important asset in efforts to increase the build volume.

Work in terms of society, namely doing work to produce goods or services that satisfy the community's needs. In addition, it also implies a relationship between fellow human beings, namely the relationship between people who do work and people who give jobs or the relationship between workers/labourers and employers/employers that occur after a work agreement. In Article 1 number 15 of Law Number 13 of 2003 concerning Manpower, it is stated that the employment relationship is the relationship between employers and workers/labourers based on work agreements which have elements of work, wages and orders. Thus, it is clear that the employment relationship occurs because of an agreement between the entrepreneur and the worker/labourer (Khairani, 2016). People who work are called workers. Based on Article 1 Point 3 of Law Number 13 of 2003 concerning Manpower states that a worker/labourer is any person who works by receiving wages or other forms of compensation (Lalu Husni, 2016).

However, sometimes, there are obstacles at work, such as termination of employment (in the future, using the term layoffs). For workers/labourers, layoffs are the beginning of a loss of livelihood, meaning workers/labourers lose jobs and income. Therefore, the term layoffs can be a scourge for every worker/labourer because their survival and their families are threatened, and they suffer the consequences of the layoffs. Given the facts, finding a job is more challenging than one might imagine. Competition is getting tougher, the workforce continues to grow, and the conditions in the business world are always fluctuating; it is only natural that workers/labourers are always worried about the threat of layoffs (Abdul Khakim, 2007).

In practice, layoffs due to the expiration of the time specified in the work agreement do not cause problems for both parties (workers/labourers and employers/employers) because the parties concerned are both aware of or know when the employment relationship ends, so that each of them has tried to prepare themselves to face that reality. Unlike the case with layoffs carried out by entrepreneurs because the company went bankrupt, the business was closed. Layoffs by these companies often have a negative impact, especially on workers/labourers and their families in maintaining their survival. In connection with the consequences of these layoffs, in an era of national development that requires achieving an equitable and prosperous society, materially and spiritually, this layoff should not have happened (Zainal Asikin et al., 2016).

The issue of layoffs and severance pay is crucial, especially for workers, because it involves the future of their lives and their families (Ikhwan Fahrojih, 2016). Therefore, to help or reduce the burden on laid-off employees, the law obliges employers to provide severance pay, service pay and compensation money for

laid-off workers. Article 156, paragraph (1) of Law Number 13 of 2003 concerning Manpower states that;

"In the event of termination of employment, employers are required to pay severance pay and long service pay and compensation pay that should be received".

Termination of employment by the employer is the beginning of the end of the source of income for the worker/labourer; because of that, he is entitled to severance pay and long service pay according to his length of service (Aloysius Uwiyono et al., 2018).

LITERATURE REVIEW

The wage component used to calculate severance pay, gratuity pay and compensation for entitlements that should be received consist of basic wages and all kinds of permanent benefits given to workers/labourers and their families. In addition to wages, severance pay and long service pay are also determined by the length of service. As a result of layoffs, they no longer have jobs and income, so they must be given severance pay to make a living while struggling to get a new job (Dewi et al., 2017).

Law Number 13 of 2003 concerning Manpower has regulated the procedures for implementing layoffs and giving severance pay, but in practice, problems sometimes occur related to the provision of severance pay. One example of a layoff case that resulted in problems in giving severance pay occurred at PT. Aemka Putra Satria. This company is engaged in the workshop (workshop) in Tangerang that accepts work to repair marine engine types. In its development, PT. Aemka Putra Satria has suffered losses since the Sea Highway policy, making the old ships increasingly rare. It has an impact on the absence of orders for marine engine repair. Since 2019, the company is no longer operating, so it has to issue a layoff policy for 6 (six) workers who have worked for 15 years. Due to the company's incompetence, including the absence of company assets that could be used to pay for workers' rights, in good faith and moral responsibility of the directors, an agreement on Payment of Personnel Debt (Severance Debt) was made on November 28, 2019.

An agreement is an event where a person promises another person or where two people promise each other to do something, which as a result, creates an agreement for both of them to fulfil an achievement as the object of the agreement (Djohari et al., 1989). Agreements or contracts are made because of differences in interests between the parties who seek to be united by negotiation to reach an agreement for the common interest. The urgency of contractual arrangements in business practice is to ensure that the exchange of interests (rights and obligations) occurs proportionately for the parties to establish a fair and mutually beneficial contractual relationship.

Mariam Darus argued that the legal system is a collection of integrated legal principles (Ratna et al., 2014). This view shows that contract law is a fundamental idea of truth (waarheid, truth) to support legal norms and become a juridical element of a legal system of agreements (Ratna et al., 2014).

The agreement has four general principles that must be understood in agreeing:

1. The principle of consensual

The principle of consensual is contained in the provisions of Article 1320, paragraph (1) of the Civil Code, which states that an agreement is valid if there is an agreement between the parties, which will later bind the parties. Based on the consensual principle, it is understood that the source of contractual obligations is the convergence of wills or consensus of the parties making the contract (Ridwan Khirandy, 2013).

2. The principle of the binding force of the contract (*pacta sunt servanda*)

The principle of the binding force of an agreement is also known as the *pacta sunt servanda* principle, which is a principle related to the consequences of an agreement. The principle of *pacta sunt servanda* is contained in the provisions of Article 1338, paragraph (1) of the Civil Code, which states that all agreements made legally apply as laws for those who make them. It means that the law recognizes and places the position of the agreement made by the parties on par with the making of the law.

3. The principle of freedom of contract

The principle of freedom of contract is a principle that has a central position in contract law; even though it is not incorporated into the rule of law, this principle of freedom of contract has a very strong influence on contractual relations between the parties. The principle of freedom of contract is a pillar of the civil law system, especially contract law, regulated in Book III of the Civil Code.

4. The principle of good faith

Article 1338, paragraph (3) states that agreements must be implemented in good faith. The law needs to provide a clear definition of what is meant by good faith.

In the trial process, a mediation process is carried out. Provisions regarding mediation in court were previously regulated in Supreme Court Regulation Number 1 of 2008 concerning Mediation Procedures in Court. This Perma places mediation as part of resolving cases submitted by the parties to court. Judges do not directly resolve cases through the judicial process (litigation) but must first seek mediation. Mediation is an obligation that judges must take to decide court cases (Syahril Abbas, 2009).

Mediation in court strengthens peaceful efforts as stated in the procedural law of Article 130 HIR (*Het Herziene Indonesische Reglement*) or Article 154

Rechtreglement Buiten Gewesten (Rbg) (Sarwono, 2011). It is confirmed in Article 2 of Supreme Court Regulation Number 1 of 2008, namely that all civil cases filed at the court of first instance are required to participate in mediation and are violations that result in decisions being null and void if they do not take the mediation procedure. However, the mediation carried out so far has been deemed unsuccessful, and very few mediations have been said to have taken a peaceful path, as stated in the Supreme Court Regulation 1 of 2008.

The Supreme Court then issued Supreme Court Regulation Number 1 of 2016 concerning Mediation Procedures in Courts as an improvement to Supreme Court Regulation Number 1 of 2008 concerning Mediation Procedures in Courts. This improvement was made by the Supreme Court because, in Supreme Court Regulation No. 1 of 2008, several problems were found, so the application of mediation in court could have been more effective.

Supreme Court Regulation Number 1 of 2016, concerning Mediation Procedures in Courts, stipulates that peace efforts with the help of a mediator must be carried out first in settling civil cases, where the parties can choose a mediator registered with the court who examines the case. Suppose the parties do not agree on the appointment of a mediator submitted to the judge by one of the parties. In that case, the head judge of the assembly has the authority to determine whose mediator will be used and within 30 (thirty) working days from the determination of the order to conduct mediation, the mediation process must be declared complete.

The mediation process that is successfully implemented will change the case examination process, where the litigant plaintiff will submit to the head judge of the panel in the form of a letter of agreement of the parties in the case accompanied by a case revocation clause or a statement that the case has been completed outside the trial. The chief judge of the assembly will then confirm the agreement as a deed of peace. Peace itself has to end the case, must be stated in written form, peace must be carried out by all parties involved in the case and by people who have the power to do so and determined by a deed of peace as part of the formality of the agreement (R. et al., 2006).

It is possible and valid as long as the parties are willing and have good faith to resolve a problem. In the case of peace, whether a judge does it as a mediator or peace facilitator outside the court, both will be done in writing to strengthen the peace. The peace agreement resulting from a dispute resolution process must be stated in written form to prevent the future reappearance of the same dispute. Based on the mediation results, a Peace Agreement was produced to be determined in the peace settlement (*Acta van dating*). Based on the Deed of Peace Number 1404/Pdt.G/2021/PN.Tng, the Panel of Judges at the Tangerang District Court determined the peace agreement in the Establishment of the Deed of Peace, in which the parties must comply with the agreement of the parties that had been approved.

What is the author's interest in this issue is how Legal Protection Against the Right to Compensation for Termination of Employment Uses Directors' Assets. Therefore, this paper will analyze the legal protection of the right to compensation for termination of employment using directors' assets (Case Study of Deed of Peace Number 1404/Pdt.G/2021/PN.Tng).

RESEARCH METHODS

This type of research in legal writing is normative legal research, which systematically explains the rules governing a particular legal category and analyses the relationship between regulations (Peter et al., 2011). This research is based on primary, secondary and tertiary legal materials with interpretation and systematization between laws and regulations.

The nature of the research in writing this law is analytical descriptive, namely describing or giving an overview of the object under study by presenting and explaining (explaining) the data in a complete, detailed and systematic manner. The data is analyzed using legal science theories, especially labour law and statutory regulations relating to the legal protection of workers' severance rights.

The data collection method in writing this law is library research. This technique is carried out to obtain secondary data by studying legal materials binding on the problem under study, consisting of laws and regulations, books, research results, papers, the internet, dictionaries, theses, and written or written notes. Notes relating to the writing of this law.

The data obtained is then processed qualitatively, namely by using words and sentences to compile discussion material that is systematic and easy to understand and can be accounted for.

FINDINGS AND DISCUSSION

A. Position Case

The case analyzed in this paper is the Termination of Employment of workers at PT. Aemka Putra Satria. This company is engaged in the workshop (workshop) in Tangerang that accepts work to repair marine engine types. In its development, PT. Aemka Putra Satria has suffered losses since the Sea Highway policy, making the old ships increasingly rare. It has an impact on the absence of orders for marine engine repair. Since 2019, the company is no longer operating, so it has to issue a layoff policy for 6 (six) workers who have worked for 15 years. Due to the company's incompetence, including the absence of company assets that could be used to pay for workers' rights, in good faith and moral responsibility of the directors, an agreement on Payment of Personnel Debt (Severance Debt) was made on November 28, 2019.

The agreement states the value of workers' rights (6 workers) in Rp. 900,000,000. (nine hundred million rupiahs). In the agreement, it is stated that the payment of the intended value will be paid by selling the directors' assets in the form of land with a Certificate of Ownership No. 07578, which is located in Gang Ronyok Binong Tangerang with an area of 775 m² with estimated sales of Rp. 1,550,000,000. Regarding the value of the land, the payment to the workers after paying the outstanding at BRI Bank is Rp. 500,000,000.

In further developments, according to the Employee Debt Payment Agreement dated November 28 2019, no payment has been made because the land asset value has yet to be sold. The workers were dissatisfied, so they authorized the JHSP Law Office to issue a warning/subpoena to PT. Aemka Putra Satria. The workers' power of attorney has sent a subpoena, both the first and second, to the company and due to the lack of realization that the company has complied with the agreement, because the value of the land assets has not been sold, the workers, through their attorneys, filed a lawsuit for default at the Tangerang District Court on December 23, 2021.

In the trial process, a mediation process is carried out. Provisions regarding mediation in court were previously regulated in Supreme Court Regulation Number 1 of 2008 concerning Mediation Procedures in Court. This Perma places mediation as part of resolving cases submitted by the parties to court. Judges do not directly resolve cases through the judicial process (litigation) but must first seek mediation. Mediation is an obligation that judges must take to decide court cases (Syahril Abbas, 2009).

Based on the mediation results, a Peace Agreement was produced to be determined in the peace settlement (*Acta van dating*). Based on the Deed of Peace Number 1404/Pdt.G/2021/PN.Tng, the Panel of Judges at the Tangerang District Court determined the peace agreement in the Establishment of the Deed of Peace, in which the parties must comply with the agreement of the parties that had been approved.

B. Analysis of Legal Protection for Compensation Rights for Termination of Employment Using Directors' Assets

Legal protection is a manifestation of human rights (HAM). Legal protection for Indonesian workers can be studied from the provisions of Article 28 D Paragraph (2) of the 1945 Constitution, which amends Article 27 Paragraph (2) of the 1945 Constitution, that everyone has the right to work and receive fair and proper compensation and treatment in employment relations.

Article 28 D Paragraph (2) of the 1945 Constitution is included in Chapter XA on Human Rights. Thus it means that by MPR Decree No.III/MPR/2000 concerning sources of law and order of the RI Legislation, the 1945 Constitution, which ranks first to become the highest statutory regulation in the Republic of Indonesia,

expressly acknowledges that work is a human right for everyone. The same thing is also found in Article 38 of Law Number 39 of 1999 concerning Human Rights. These provisions are stated:

1. Every citizen, according to their talents, skills and abilities, has the right to decent work.
2. Everyone has the right to freely choose the job he likes and is also entitled to fair employment conditions.
3. Everyone, both men and women, who do the same, comparable, equal or similar work has the right to the same wages and terms of work agreements, and every person, both male and female, in performing work commensurate with human dignity has the right to fair wages.

The position of workers, in essence, can be viewed from two aspects, namely from a juridical perspective and a socio-economic perspective. From a socio-economic perspective, workers need legal protection from the state against the possibility of arbitrary actions by employers. The government protects by making regulations that bind workers/labourers and employers, providing guidance, and carrying out industrial relations processes.

Protecting the rights of workers/labourers guarantees the continuity of a system of harmonious working relations without pressure from the strong to the weak. For this reason, employers are required to implement labour protection provisions following applicable laws and regulations. Protection of workers/labourers can be done by providing guidance or by increasing the recognition of human rights, physical and technical protection, and social and economical through the norms that apply in the work environment (Zainal Asikin et al., 2016). Protection of workers/labourers is divided into three types, namely (Joni Bambang, 2013):

1. Economic protection, namely protection of workers/labourers in the form of sufficient income, including if workers cannot work against their will.
2. Social protection, namely protection of workers/labourers in the form of occupational health insurance, freedom of association and protection of the right to organize.
3. Technical protection, namely the protection of workers/labourers in the form of occupational security and safety.

Legal protection for workers/labourers is aimed at protecting their rights. Protection of workers/labourers' rights originates from Article 27, paragraph (2) of the 1945 Constitution, namely that every citizen has the right to work and a decent living for humanity. In addition, the guarantee of protection for work is also stated in Article 28 D paragraph (1) of the 1945 Constitution, namely that everyone has the right to recognition, guarantees, protection and fair legal certainty and equal treatment before the law. Article 28 D paragraph (2), namely that everyone has the right to work and receive fair and proper compensation and treatment in a working relationship. These provisions show that the right to work has acquired an important place in Indonesia and is protected by the 1945 Constitution.

Uridically, in labour law, the positions of employers and workers/labourers are equal. Nevertheless, sociologically, the position of workers/labourers is not free. As a person with no other means of living than that, he is forced to work for others. Furthermore, it is this employer who determines the terms of employment. Considering that the position of the worker/labourer is lower than that of the employer, the government must intervene to provide legal protection. The form of protection the government provides is to make regulations that bind workers/labourers and employers and foster and supervise industrial relations processes.

Legal protection for workers/labourers in a weak socio-economic position against the power of strong entrepreneurs socio-economically is regulated through labour/manpower law. Therefore, labour laws and regulations, especially those relating to outsourced workers. Legal protection for workers/labourers is the right of workers not to be treated arbitrarily by employers/employers. Protection is a right that must be maintained and respected. Rights contain the meaning of property, possession, authority or power to do something determined by law—rights as powers granted by law to a person to protect that person's interests. Rights contain elements of protection, interests as well as will. Meanwhile, according to James W. Nickel, the elements of rights are: first, the right to identify a party as the owner or holder; second, the right is a freedom or advantage; and third, a right is fully defined and identifies the party or parties who must play a role strive for the availability of freedoms or benefits identified by the scope of these rights (Khairani, 2016).

Thus, getting a job is the right of every citizen. Philosophically, citizens are guaranteed by the state to get a job in order to fulfil their life needs. If someone has a job, the state also guarantees that he will be given the right to receive compensation or decent wages and fair treatment in work relations. Therefore, the state must regulate how the rights in question run well, and the government intervenes in regulating work relations. Employment relationships that are manifested in various forms according to the Manpower Act, for example, through employment agreements, collective bargaining agreements or company regulations, must reflect the protection of workers/labourers' rights. Of course, workers/labourers also need a guarantee of continuity of working period (job security) so that in carrying out work, they feel safe and not gripped by feelings of anxiety limited by a limited working period.

Workers/labourers who work for companies providing worker/labourer services obtain (equal) rights following employment agreements, company regulations, or collective bargaining agreements for the protection of wages and welfare, working conditions, and disputes that arise with other workers/labourers in companies that use worker/labour services. Labour protection has received great attention in labour law. Some of the Articles in Law Number 13 of 2003 concerning Manpower include regulating this matter, one of which regulates the provision of

severance pay regulated in Article 156 paragraph (1) of Law Number 13 of 2003 concerning Manpower, which states that in the event of termination of employment, companies are required to pay severance pay and long service pay and compensation pay that should be received.

Through the provisions of the article above, the government is trying to provide a compromise or middle way in terms of layoffs. Considering that layoffs are often unavoidable due to disputes in work relations, or even sometimes layoffs must be carried out to save the company due to losses or the existence of force majeure, as well as to prevent greater victims or due to other causes. On the other hand, it is necessary to consider the further fate of the worker/labourer in the event of layoffs because the worker/labourer concerned will lose their means of livelihood to support themselves and their families. However, when a layoff occurs, the worker/labourer no longer earns an income, so he can no longer meet the necessities of life for himself and his family. It is, of course, different from what is mandated in the article above.

Discussing layoffs, you can refer to the case of Termination of Employment of workers at PT. Aemka Putra Satria. This company is engaged in the workshop (workshop) in Tangerang that accepts work to repair marine engine types. In its development, PT. Aemka Putra Satria has claimed losses since the Sea Highway policy, making old ships increasingly rare. It has an impact on the absence of orders for marine engine repair. Since 2019, the company is no longer operating, so it has to issue a layoff policy for 6 (six) workers who have worked for 15 years. Due to the company's incompetence, including the absence of company assets that could be used to pay for workers' rights, in the directors' good faith and moral responsibility, an agreement on Payment of Personnel Debt (Severance Debt) was made on November 28, 2019.

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Number 1 of 2008 concerning Mediation Procedures in Court. This Perma places mediation as part of resolving cases submitted by the parties to court. Judges do not directly resolve cases through the judicial process (litigation) but must first seek mediation. Mediation is an obligation that judges must take to decide court cases (Syahril Abbas, 2009).

Based on the mediation results, a Peace Agreement was produced to be determined in the peace settlement (*Acta van dating*). Based on the Deed of Peace Number 1404/Pdt.G/2021/PN.Tng, the Panel of Judges at the Tangerang District Court determined the peace agreement in the Establishment of the Deed of Peace, in which the parties must comply with the agreement of the parties that had been approved.

The author believes laws are compatible with work agreements and theory. This suitability is reflected in the directors' good faith in providing severance pay to workers who are laid off with the assets of the directors due to the company's financial incompetence. Severance pay is the right of the worker/labourer, which is regulated in the Manpower Act, regardless of the violation or negligence committed by the worker/labourer. Workers/labourers are still entitled to severance pay when the employment relationship is terminated. The amount of severance pay received depends on the reason for the termination.

In the world of work, remuneration generally always considers the ability of workers/labourers, which is reflected in work productivity. The government is intervening because it is very interested in harmonizing wages that fulfil a decent living for humanity and achieve work productivity. Therefore, to realize income that fulfils a decent living for humanity, as referred to in Article 88 paragraph (1), the government establishes a wage policy that protects workers/labourers. In this case, the determination of severance pay is a form of wage policy as stated in Article 88 paragraph (3) of Law Number 13 of 2003 concerning Manpower. Based on the provisions of this article, it can be seen that Article 88 paragraph (3) of Law Number 13 of 2003 concerning Manpower aims as a form of government protection for workers/labourers who are included in the wage policy, where the protection is in the framework of realizing a decent income for humanity. The meaning of income that fulfils a decent living is the amount of receipt or income of the worker/labourer from the results of his work so that he can meet the living needs of the worker/labourer and his family in a reasonable manner which includes food and drink, clothing, housing, education, health, recreation and day security. Parents, considering the impact of layoffs, can cause suffering for workers/labourers.

The provisions on the obligation to pay severance pay, workers/labourers who have lost their livelihood are expected to be able to meet the necessities of life for themselves and their families while unemployed until they get a new job. In this case, severance pay can be understood as a compensation for social costs due to the changing status of laid-off workers/labourers from working to unemployed. In

addition, severance pay can be a safety net for workers/labourers who have temporarily lost their income due to layoffs.

C. Obstacles Faced in Legal Protection Against Right to Compensation for Termination of Employment Using Directors' Assets

In the case discussed the company has defaulted on the Employee Debt Payment Agreement (Severance Payment) letter dated November 28, 2019, because the assets belonging to the directors have not been sold. Therefore, the workers filed a lawsuit for default to the Tangerang District Court on December 23, 2021. Based on the mediation results, the Deed of Peace Number 1404/Pdt.G/2021/PN.Tng was agreed. In the latest developments in this case, it is only the stage of achieving a peace deed. Thus, the obstacle that may arise in legally protecting workers' severance rights using directors' assets is that one party defaults on a settlement decision.

Supreme Court Regulation Number 1 of 2016 concerning Mediation Procedures in Courts is a follow-up improvement from the previous Perma with the hope that the mediation process can run better with an amicable settlement that benefits both parties. Suppose the mediation succeeds in reaching an agreement. In that case, the parties, with the help of the mediator, must formulate a written agreement in a peace agreement signed by the parties and the mediator, in which the parties, through the mediator, can submit a peace agreement to the case examiner judge so that it is strengthened in a peace deed. However, in practice, there may still be failures in its implementation.

Several inhibiting factors strongly influence mediation failure during the mediation process. The mediation process is considered a failure due to several reasons, including (D.Y. Witanto, 2010):

1. Absence of the parties

The presence of the parties in the mediation process is crucial because the mediation process can only be carried out if one of the parties is present at the scheduled meeting. Attendance will also determine the parties' good faith in carrying out the peace process so that if the parties/one of the parties does not want to attend the scheduled meeting, it can be seen that the parties do not have good faith in resolving the dispute peacefully.

Mediation in court is an obligation for the parties to follow. The absence of the disputing parties is one of the obstacles in carrying out mediation. One of the parties reluctance to attend mediation was motivated by their lack of seriousness in making peace. So, you want mediation to be carried out immediately and run well and can be completed on time by obtaining maximum results. In that case, the parties to the dispute should pay more attention to their problems by attending the mediation meeting.

2. Exceeding the deadline

The second reason that can cause mediation to be unsuccessful or unable to be carried out is that the time limit specified by the provisions of the Perma has passed. According to Article 24, paragraph (2) of Supreme Court Regulation Number 1 of 2016 concerning Mediation Procedures in Court, it is stated that the mediation process lasts up to 30 (thirty) days from the date of the order to conduct mediation.

Whereas Article 24, paragraph (3) states that based on the agreement of the parties, the mediation period can be extended for a maximum of 30 (thirty) days from the end of the period referred to in paragraph (2).

The provisions above regulate the time limit for carrying out mediation, including:

- a. The mediation process lasts for 30 (thirty) working days since the mediator is selected or appointed;
- b. If the parties wish the mediation process to be extended for 30 (thirty) working days after the 30 (thirty) day deadline expires.

Supreme Court Regulation Number 1 of 2016 concerning Mediation Procedures in Courts has broadly set the time for mediation. It can be seen in several provisions that if the parties fail to find a peaceful solution at the court of first instance, then in the process of legal action, the parties can still ask for more time to carry out the mediation process, for example at the time of appeal, cassation or judicial review. The parties can still apply for more time through the Chairman of the Court of First Instance to carry out the mediation process.

3. Mediation process in bad faith

The mediation process must be carried out in good faith, meaning the parties must not smuggle bad intentions behind the ongoing mediation process. The mediation process must be aimed only at resolving disputes amicably, and there must be no intrigue or other intentions behind the will to resolve disputes. Violating these requirements can result in the mediation process being declared a failure, either at the suggestion of one of the parties or at the initiative of the mediator.

4. There are fewer parties

The peace process is, in principle, a dispute resolution process that has the nature of ending cases, so that in the peace process it must involve all parties related to the dispute being reconciled so that after the results of the agreement are strengthened into a peace deed no new disputes will arise in the future because there are parties who were not involved in the peace process. If, in the peace process, there are parties that should be involved but are not involved, then the peace process becomes lacking in parties.

5. The terms of the peace agreement were not met

A mediator has the authority to examine the material of the peace agreement made by the parties before the agreement is submitted before the judge Examining the Case to be strengthened into a peace deed. If in the contents of

the peace agreement, there are things that are contrary to law or impossible to carry out through legal procedures or there is bad faith from one of the parties in agreeing to the peace agreement, the mediator still has the right to declare that the mediation has failed.

As previously explained, the deed of mediation in the settlement of civil cases, as in the Deed of Peace Number: 1404/Pdt.G/2021/PN.Tng is a decision that punishes the parties to carry out the contents of the deed of peace handed down by the judge. The deed of peace is a form of agreement, where in the agreement, there are always two subjects, namely the party who is obliged to carry out an achievement and the party entitled to an achievement. In fulfilling an agreement based on an agreement made by the parties, it is not uncommon for one party to neglect to carry out its obligations or not carry out its obligations or not carry out all of its achievements; this is called a default.

In implementing the agreement, default can occur, which means not fulfilling the obligations mutually determined in the agreement. Default is a condition that shows the debtor is not performing (not carrying out his obligations), and he can be blamed (Handri Raharjo, 2009). According to M. Yahya Harahap, default can also be intended as implementing obligations that must be timely or carried out properly (M. et al., 1986). If one of the parties does not fulfil or carry out the contents of the agreement that has been agreed upon or made, then those who have violated the agreement have committed an act of default.

From the description above, it can be seen the intent of the default, which is the notion that a person is said to have committed a default if he did not make any achievement at all, was late in delivering the achievement, did not perform according to the provisions stipulated in the agreement.

CONCLUSION

Several conclusions can be drawn based on the description stated in the previous chapters. Legal protection for compensation rights for termination of employment using the assets of the directors. It can be explained that in the quo case, there were efforts made by the company to provide legal protection for workers' severance rights. The good faith and moral responsibility can know this of the directors, so an agreement on the Payment of Employee Debt (Severance Debt) was made on November 28 2019. The agreement states the value of workers' rights (6 workers) in the number of RTp. 900,000,000. (nine hundred million rupiahs). In the agreement, it is stated that the payment of the intended value will be paid by selling the directors' assets in the form of land with a Certificate of Ownership No. 07578, which is located in Gang Ronyok Binong Tangerang with an area of 775 m² with estimated sales of Rp. 1,550,000,000. Even though the agreement was not implemented properly due to the unsold value of the land

assets, the workers, through their attorneys, filed a lawsuit for default at the Tangerang District Court on December 23, 2021. It was finally agreed to pay severance as outlined in the Deed of Peace Number 1404/Pdt .G/2021/PN during the mediation process. Tng. The Panel of Judges of the Tangerang District Court established a peace agreement in the Establishment of the Deed of Peace, in which the parties must comply with the agreement of the parties that have been approved.

Obstacles faced in legal protection of workers' severance rights using directors' assets, namely starting from the company, have defaulted on the Employee Debt Payment Agreement (Severance Severance) letter dated November 28 2019, because assets belonging to the directors had yet to be sold. Therefore, the workers filed a lawsuit for default to the Tangerang District Court on December 23, 2021. Based on the mediation results, the Deed of Peace Number 1404/Pdt.G/2021/PN.Tng was agreed. In the latest developments in this case, it is only the stage of achieving a peace deed. Thus, the obstacle that may arise in legally protecting workers' severance rights using directors' assets is that one party defaults on a settlement decision. To solve the problem, it can be done by asking for an execution request to force the party in default to carry out the contents of the peace deed.

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