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Legal Protection for Workers' Rights to Wage Payments in The Resolution of Industrial Relations Disputes (A Study Of Industrial Relations Court Judgment Number 37/Pdt.Sus-Phi/2023/Pn.Bdg)

Baktiar Situmorang[1],
[1] Universitas Terbuka, Indonesia; baktiars890@gmail.com

Abstract

Wages are both an employer's legal obligation and a worker's right, but legal recognition does not guarantee payment. Particularly when employers contest liability and workers face practical enforcement barriers. This article examines the protection of workers' wage rights in employment termination disputes under Indonesian law, focusing on Industrial Relations Court Judgment No. 37/Pdt.Sus-PHI/2023/PN.Bdg. It uses a juridical-normative method, combining statutory and case approaches, and analyzes legal materials and peer-reviewed literature through the theories of legal protection, including preventive and repressive measures, and legal certainty. The findings show that Indonesia's constitutional, statutory, and industrial dispute resolution frameworks provide a strong normative basis for wage protection. In the Bandung judgment, the court declared three warning letters and the termination notice invalid, awarded compensation of Rp226,359,955.00, and granted six months of process wages totaling Rp56,238,498.00. However, the regulation of process wages remains fragmented and partly inconsistent across Constitutional Court decisions, Supreme Court circular letters, and Job Creation legislation. Furthermore, certainty established by a judgment does not ensure its execution. This article argues that wage protection should be assessed through three connected dimensions: recognition of rights, availability of remedies, and actual realization of payment; the third remains the weakest. Its contribution to socio-legal scholarship is to explain how the gap between legal norms and actual wage payment arises from normative fragmentation, procedural design, and limited enforcement capacity. Accordingly, it recommends harmonizing regulations, strengthening supervision, and reforming enforcement mechanisms to ensure that judicial remedies result in actual payment and effective protection of workers' wage rights.

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Corresponding Author
Baktiar Situmorang
Universitas Terbuka, Indonesia; baktiars890@gmail.com

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INTRODUCTION

An employment relationship gives rise to reciprocal rights and obligations: the worker performs the work, and the employer pays wages. Workers are entitled to receive payment for the work they have performed; indeed, wages constitute a normative right of the worker.[1] Wages are therefore not a voluntary gift from the employer but an inherent element of the employment relationship, and Indonesian statutory law defines them as such.

Delays in the payment of wages, or failure to pay them altogether, have a direct impact on workers and their families. Non-payment is a common cause of disputes over rights between workers and employers,[2] and the same problem recurs in respect of overtime pay,[3] contract workers,[4] and informal-sector workers.[5] While the positions of workers and employers are formally free and balanced, in practice they are often imbalanced, which affects legal certainty and the bargaining power of workers.[6] It is this imbalance that elevates the issue of wages to a legal matter rather than a mere negotiation between two equal parties.

Legal protection of workers' rights is rooted in Pancasila and the 1945 Constitution, specifically Article 27 paragraph (2), Article 28D paragraphs (1) and (2), and Article 33. This constitutional guarantee is elaborated in Law No. 13 of 2003 and its subsequent amendments, including Law No. 6 of 2023 on Job Creation. The Job Creation reforms have themselves been contested: scholars have examined their effect on the basic rights of workers,[7] the reduction of labour protections and the shift of regulatory authority toward the executive,[8] and the legislative method used to enact them.[9]

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[1] H Mashudi, H T Wijaya, and A P S Dakawetang, "Legal Protection for Workers under Verbal Employment Agreements in Wage Disputes," *Jurnal Pro Hukum* 10, no. 1 (2021): 31–35, https://doi.org/10.55129/jph.v10i1.1433.

[2] M P Kusumawati, "Legal Protection of Workers' Overtime Pay Rights," *Jurnal Ilmiah Penegakan Hukum* 11, no. 2 (2024): 216–25, https://doi.org/10.31289/jiph.v11i2.10915.

[3] Sri Dewi Rahayu Kusumawati and Gatoet Poernomo, "Chemical Castration in Indonesian Criminal Law: Human Rights Perspective," *Indonesian Journal of Innovation Studies* 25, no. 1 (2024), https://doi.org/10.21070/ijins.v26i1.991.

[4] M Manurung and Rohela, "Implementation of Legal Protection for Contract Workers' Wages by the Department of Manpower, Industry, and Trade in Batu Bara Regency," *Jurnal Serambi Hukum* 18, no. 2 (2025): 1–13, https://doi.org/10.59582/sh.v18i02.1290.

[5] Yosephine Adinda and Jefri Hari Akbar, "Perlindungan Hukum Pekerja Sektor Informal Terhadap Kesesuaian Upah Di Indonesia," *Jurnal Dedikasi Hukum* 4, no. 1 (2024): 34–48, https://doi.org/10.22219/jdh.v4i1.30356.

[6] Endang Sutrisno and Deni Yusup Permana, "Implementasi Perlindungan Hukum Terhadap Pekerja Di Indonesia Dalam Perjanjian Kerja Waktu Tertentu (PKWT) Dan Perjanjian Kerja Waktu Tidak Tertentu (PKWTT) Menurut Undang-Undang No. 11 Tahun 2020 Tentang Cipta Kerja," *Jurnal Indonesia Sosial Sains* 3, no. 5 (2022): 902–15, https://doi.org/10.36418/jiss.v3i5.626.

[7] Nyoman Mas Aryani, Ayu Putu Laksmi Danyathi, and Bagus Hermanto, "Quo Vadis Protection of the Basic Rights of Indonesian Workers: Highlighting the Omnibus Legislation and Job Creation Law," *Pandecta* 17, no. 1 (2022): 103–20, https://doi.org/10.15294/pandecta.v17i1.34948.

[8] Petra Mahy, "Indonesia's Omnibus Law on Job Creation: Legal Hierarchy and Responses to Judicial Review in the Labour Cluster of Amendments," *Asian Journal of Comparative Law* 17, no. 1 (2022): 51–75, https://doi.org/10.1017/asjcl.2022.7.

[9] S Arifin, "Illiberal Tendencies in Indonesian Legislation: The Case of the Omnibus Law on Job Creation," *Theory and Practice of Legislation*, 2021, https://doi.org/10.1080/20508840.2021.1942374.

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Law No. 2 of 2004 classifies industrial relations disputes into four types disputes over rights, disputes over interests, disputes over termination of employment, and disputes between trade unions within a single company and requires that they first be addressed through bipartite negotiation. Wage disputes are typically disputes over rights because they concern payment obligations that have previously been established; even the payment of wages below the minimum wage is categorised as a dispute over rights.[10]

Well-structured regulations do not necessarily guarantee the fulfilment of rights. Although Law No. 13 of 2003 and Law No. 2 of 2004 govern wage rights and the mechanisms for resolving related disputes, a gap between legal norms and their practical implementation can still occur, stemming from the effectiveness of labour oversight,[11] the level of legal awareness among workers, and the rigour of law enforcement.[12] This gap is evident in the case under review. In Case No. 37/Pdt.Sus-PHI/2023/PN.Bdg, the panel of judges of the Industrial Relations Court (within the Bandung District Court) granted the claim in part. The court declared the first, second, and third written warnings, as well as the notice of termination of employment, invalid and null and void by law, and ordered the employer to pay compensation of IDR 226,359,955.00 together with six months of "process wages" (*upah proses*) wages for the period during which the dispute was being adjudicated totalling IDR 56,238,498.00.

Existing scholarship on process wages has concentrated on judicial inconsistency in determining their amount and duration,[13] while a separate line of work addresses the difficulty of executing industrial relations judgments.[14] Less attention has been paid to reading a single first-instance judgment through the combined lenses of legal protection and legal certainty, so as to show where along the path from norm to payment protection holds and where it fails. This study addresses three research questions: (1) how the legal protection of workers' rights to wage payments is regulated under Indonesian legislation; (2) what the legal considerations and final ruling of the judges in Case No. 37/Pdt.Sus-PHI/2023/PN.Bdg were with regard to the fulfilment of workers' financial rights, analysed through the theories of legal protection and legal certainty; and (3) what role the Industrial Relations Court plays in safeguarding workers' rights during the resolution of industrial relations disputes. The objective is to examine the legal basis for the protection of workers' rights to wages, to analyse the ruling in question, and to explain the role of the Industrial Relations Court in ensuring legal certainty—rather than to evaluate which party

[10] W Juliani and R Kusuma, "A Legal Review of Minimum Wage Provisions as an Effort to Protect the Welfare of Workers or Laborers According to Ministerial Regulation Number 18 of 2022 Concerning the Determination of the Minimum Wage in 2023," *Private Law* 5, no. 1 (2025): 167–77, https://doi.org/10.29303/prlw.v5i1.5018.

[11] Budi Santoso, "The Obstacles of Labor Inspection in Protecting Workers' Rights in Indonesia," *Journal of Advanced Research in Law and Economics* 9, no. 5 (35) (2018): 1765–70, https://doi.org/10.14505/jarle.v9.5(35).31.

[12] Hendri Wahyudi, Nurlaily, and Triana Dewi Seroja, "Kepastian Hukum Terhadap Pemenuhan Hak-Hak Normatif Pekerja Pasca Putusan Pengadilan Hubungan Industrial," *Jurnal Hukum Samudra Keadilan* 18, no. 1 (2023): 142–57, https://doi.org/10.33059/jhsk.v18i1.7467.

[13] Fitriana Fitriana, Tri Hayati, and Aloysius Uwiyono, "When Uniform Standards Are Missing: Judicial Inconsistency in Wages During Termination Proceedings in Indonesia," *The Indonesian Journal of Socio-Legal Studies* 5, no. 2 (2026): 1–23, https://doi.org/10.54828/ijsls.2026v5n2.1.

[14] Wahyudi, Nurlaily, and Seroja, "Kepastian Hukum Terhadap Pemenuhan Hak-Hak Normatif Pekerja Pasca Putusan Pengadilan Hubungan Industrial."

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prevailed. The article's contribution is a three-dimensional assessment of wage protection (recognition, remedy, and realisation) that locates the main weakness of the system in the last of these.

METHODS

This study employs a juridical-normative (doctrinal) method, focusing on legal norms as articulated in legislation and court rulings, and uses secondary data comprising primary legal materials, secondary legal materials, and non-legal materials. The study is prescriptive in nature: it evaluates the alignment of the application of norms with the objectives of legal protection, rather than providing an empirical overview of the frequency of wage-related disputes. Its inquiry is conceptual and normative in orientation, and its analytical framework combines the theory of legal protection, in its preventive and repressive forms,[15] with the theory of legal certainty as one of the three values of law in the work of Gustav Radbruch.

Primary legal materials include the 1945 Constitution, Law No. 13 of 2003 (and its subsequent amendments), Law No. 6 of 2023 on Job Creation, Law No. 2 of 2004, relevant implementing regulations, Constitutional Court Decisions No. 37/PUU-IX/2011 and No. 168/PUU-XXI/2023, Supreme Court Circular Letters No. 3 of 2015 and No. 3 of 2018, and Judgment No. 37/Pdt.Sus-PHI/2023/PN.Bdg. Secondary legal materials consist of books, peer-reviewed journal articles published between 2016 and 2026, and expert opinions, while non-legal materials are used to clarify the institutional context of the judiciary. The journal literature was gathered from national and international sources and covers four clusters: wage protection and process wages, the Job Creation reforms, enforcement and execution, and comparative scholarship on dismissal remedies and labour-standards enforcement.

The study applies both a statute approach and a case approach, because juridical-normative research is, fundamentally, an examination of the systematic structure of the law. Legal materials were collected through literature review, categorised according to their level of authority, analysed qualitatively, and presented in a descriptive-analytical manner.[16] The analysis proceeds deductively: general norms are set against the operative part of the judgment, and the result is assessed through three questions derived from the theoretical framework whether the right is clearly recognised, whether an accessible remedy exists, and whether the remedy is realised in payment. There are two limitations. First, the article does not empirically assess the correctness of the court ruling, because the available copy of the judgment does not contain the full legal reasoning of the panel of judges; the identities of the parties, the evidence presented, and the facts established at trial therefore cannot be confirmed. Second, the effectiveness of the legal framework is evaluated on the basis of the consistency of norms, mechanisms, and enforcement of rulings, rather than on empirical data from the field.

[15] Wafda Vivid Izziyana and Rahmat Dwi Putranto, *METODE PENELITIAN SOCIO-LEGAL DI INDONESIA*, n.d.

[16] Johnny Ibrahim, *Teori Dan Metodologi Penelitian Hukum Normatif*, Edisi revisi, cetakan ketujuh (Malang: Bayumedia Publishing, 2013).

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RESULTS AND DISCUSSION

1. Legal Basis for the Protection of Workers' Rights to Wage Payments

1.1 The Status of Wages as a Worker's Right

An employment relationship is characterised by three elements: work, wages, and direction (authority). Consequently, the payment of wages is not merely an economic matter but a legal obligation incumbent upon the employer, and the protection of the right to wages is intrinsically linked to the well-being of workers and their families. Article 1 point 30 of Law No. 13 of 2003 defines wages as a worker's right, received and expressed in monetary form as compensation from an employer, determined and paid in accordance with an employment agreement, mutual agreement, or prevailing laws and regulations. The right thus originates from both the employment agreement and protective regulations. Because a worker occupies an inherently weaker position when entering into such an agreement, state regulation serves as a safeguard against arbitrary conduct, and this safeguard extends even to workers whose agreements are verbal and therefore poorly documented.[17]

The temporal scope of the right is also clearly defined. Article 88A paragraph (1) of Law No. 13 of 2003, as inserted by Law No. 6 of 2023, stipulates that a worker's right to wages arises at the commencement of an employment relationship and ceases upon the termination of that relationship. Case No. 37/Pdt.Sus-PHI/2023/PN.Bdg illustrates this logic. The award of six months' process wages of IDR 56,238,498.00, in addition to compensation of IDR 226,359,955.00, demonstrates that as long as an employment relationship has not been legally terminated, the right to wages remains in effect. Together the two awards amount to IDR 282,598,453.00, a figure that gives a sense of the financial exposure created by a termination procedure later found defective.

Wage protection in Indonesian law is layered. Minimum-wage provisions bind employers, and agreements setting wages below the minimum are treated as void.[18] Overtime pay is regulated separately,[19] with implementing rules found in Government Regulation No. 35 of 2021 and the wage structure in Government Regulation No. 36 of 2021. Further strands of scholarship examine wage compliance in the informal sector,[20] the protection of contract workers' wages through local manpower authorities, and wage rights under the Job Creation legislation as a whole. In the case under review, however, the critical factors are neither the minimum wage nor overtime: they are the legal consequences of an invalid termination and the wages due while the dispute is being resolved.

Assessments of the Job Creation reforms are largely critical. Studies point to reduced protections and a shift of regulatory authority from the legislature to the executive,[21] to concerns that workers were

[17] Mashudi, Wijaya, and Dakawetang, "Legal Protection for Workers under Verbal Employment Agreements in Wage Disputes."

[18] Juliani and Kusuma, "A Legal Review of Minimum Wage Provisions as an Effort to Protect the Welfare of Workers or Laborers According to Ministerial Regulation Number 18 of 2022 Concerning the Determination of the Minimum Wage in 2023."

[19] Kusumawati and Poernomo, "Chemical Castration in Indonesian Criminal Law: Human Rights Perspective."

[20] Adinda and Akbar, "Informal Sector Workers".

[21] Mahy, "Indonesia's Omnibus Law on Job Creation: Legal Hierarchy and Responses to Judicial Review in the Labour Cluster of Amendments."

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not involved in lawmaking and that their basic rights require renewed protection, to the illiberal tendencies of the omnibus method, and to the implications of the reforms for workers in general, for outsourced workers,[22] and for fixed-term employment contracts.[23] For the present study the significance of this debate is that the wage-related norms applied in the Bandung judgment sit within a body of legislation whose coherence is itself contested, a point to which the analysis returns in Section 2.3.

1.2 Legal Basis for the Protection of the Right to Wage Payments

Legal protection for the right to wages is grounded in a hierarchy of norms. At the top, the 1945 Constitution guarantees every person the right to work and to a livelihood befitting human dignity, as well as fair and proper remuneration and treatment in employment. Law No. 13 of 2003 and its amendments, including Law No. 6 of 2023, elaborate workers' rights to wages, while Law No. 2 of 2004 provides the mechanisms for resolving disputes when those rights are not fulfilled. Government regulations supply operational detail on wages and termination. Constitutional Court decisions, which are final and binding, interpret and at times reshape these provisions; two of them, Decision No. 37/PUU-IX/2011 and Decision No. 168/PUU-XXI/2023, are central to the regime of process wages.[24]

Different types of disputes entail different resolution pathways. Law No. 2 of 2004 establishes a tiered sequence of bipartite negotiation, mediation, conciliation, or arbitration, followed by a lawsuit before the Industrial Relations Court. Mediation is available for all four types of dispute, whereas conciliation and arbitration are open only for certain types.[25] Substantive protection is meaningful only when supported by proper administration and dispute resolution. Legal protection regarding wages thus encompasses two interdependent elements: substantive provisions that establish rights and obligations, and mechanisms for resolution should those rights not be fulfilled.

A further feature of the framework deserves emphasis. The hierarchy of norms does not include Supreme Court circular letters,[26] yet circulars have in practice governed the duration of process wages. The result is a regime in which a constitutional interpretation, a statutory provision, and judicial guidelines address the same subject with different content, producing what has been described as normative disharmony across constitutional, statutory, and administrative frameworks.[27] The consequences of this layering for the Bandung judgment are examined in Section 2.3.

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[22] I Kesuma and A Uwiyono, "Legal Protection of Outsourcing Workers Post Validity of the Job Creation Law," *ULREV Unram Law Review* 6, no. 1 (2022), https://doi.org/10.29303/ulrev.v6i1.220.

[23] A Gunadi, S Johan, and A Sudiro, "Between the Job Creation Act and Labor Act: What's Specific Time Employee Agreement (PKWT)?," *Nagari Law Review* 5, no. 2 (2022): 160–70, https://doi.org/10.25077/nalrev.v.5.i.2.p.160-170.2022.

[24] Adinda and Akbar, "Perlindungan Hukum Pekerja Sektor Informal Terhadap Kesesuaian Upah Di Indonesia."

[25] Manurung and Rohela, "Implementation of Legal Protection for Contract Workers' Wages by the Department of Manpower, Industry, and Trade in Batu Bara Regency."

[26] R A Fajriati, E Ratna M. S., and A D Lumbanraja, "Legal Review of Provisions for Payment of Wages below the Provincial Minimum Wage (UMP)," *Notarius* 14, no. 1 (2021), https://doi.org/10.14710/nts.v14i1.39133.

[27] Fitriana, Hayati, and Uwiyono, "When Uniform Standards Are Missing: Judicial Inconsistency in Wages During Termination Proceedings in Indonesia."

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1.3 Analysis Based on the Theory of Legal Protection

The theory of legal protection explains the role of law in safeguarding the interests and rights of individuals against potentially harmful actions. The theory is particularly relevant to wage disputes because workers and employers lack equal bargaining power: a worker's dependence on wages renders them vulnerable, so the right to receive wages should not rely solely on the goodwill of an employer. That structural weakness is a recurrent theme in the Indonesian literature on process wages, which describes workers as the structurally weaker party in the industrial relations system.[28]

Legal protection is generally categorised into preventive and repressive forms. Preventive protection aims to forestall violations through wage regulations, explicit wage clauses in employment contracts, documentation of payments, and labour oversight; repressive protection addresses violations that have already occurred through dispute resolution mechanisms. This distinction is used here to map the points at which the protection of wage rights functions effectively and where it fails. Studies of labour inspection in Indonesia suggest that the preventive tier is frequently the weaker one, while scholarship on the enforcement of wage laws elsewhere stresses that prevention depends on proactive, strategically targeted enforcement and not only on complaint-driven action.[29]

To make the framework operational, this article adds a third dimension to the preventive–repressive pair. Protection of the right to wages is assessed along three linked questions: whether the right is clearly *recognised* by norms; whether an accessible *remedy* exists when the right is violated; and whether the remedy is *realised* in actual payment. The effectiveness of the first two forms of protection is not measured merely by the existence of regulations. While bipartite negotiation, mediation, conciliation, and the Industrial Relations Court are established in a tiered system, their effectiveness is determined by the extent to which workers can access them and the degree to which the outcomes are actually implemented.[30] The theory does not imply that the worker must always prevail; it requires only that rights be correctly identified, evidence properly evaluated, and the law applied appropriately.

2. Analysis of Industrial Relations Court (PHI) Judgment Number 37/Pdt.Sus-PHI/2023/PN.Bdg

2.1 The Role of Industrial Relations Court Judgments in Protecting Workers' Rights

The Industrial Relations Court is a special court within the general courts and applies the civil procedural law of the general courts except where Law No. 2 of 2004 provides otherwise. It has authority to hear disputes over rights and disputes over termination of employment at the first instance, with cassation to the Supreme Court available, and disputes over interests and inter-union disputes at the first and final instance. A panel consists of a career judge and two ad hoc judges, and scholars have linked

[28] Dadan Herdiana, Dian Ekawati, and Inawati Santini, "Ineffectiveness of Industrial Relations Court Decision Execution: A Critical Analysis of Procedural Law Vacuum and the Urgency of Establishing a Special Execution Institution," *Sovereign: Journal of Social Sciences* 6, no. 1 (2025), https://doi.org/10.37276/sjss.v6i1.542.

[29] David Weil, "Creating a Strategic Enforcement Approach to Address Wage Theft: One Academic's Journey in Organizational Change," *Journal of Industrial Relations* 60, no. 3 (2018): 437–60, https://doi.org/10.1177/0022185618765551.

[30] Wahyudi, Nurlaily, and Seroja, "Kepastian Hukum Terhadap Pemenuhan Hak-Hak Normatif Pekerja Pasca Putusan Pengadilan Hubungan Industrial."

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the differing orientations of the ad hoc judges, who represent worker and employer constituencies, to divergent outcomes in the determination of process wages.[31] The court thus serves as the decisive forum for determining whether the right to wages has been fulfilled when the employment relationship is in dispute.

The operative part of the judgment under review reflects this role. The panel rejected the defendant's objections and granted the plaintiff's claim in part: the first, second, and third written warnings, as well as the notice of termination, were declared invalid and null and void by operation of law; the employment relationship was deemed terminated as of the date the judgment was pronounced; the employer was ordered to pay compensation of IDR 226,359,955.00 in a single lump-sum payment, plus six months of process wages totalling IDR 56,238,498.00; and the remainder of the plaintiff's claims and the entirety of the defendant's counterclaim were dismissed.

Analytically, the operative part combines three kinds of ruling. The declaration that the warnings and the termination notice are invalid is *declaratory*; the statement that the relationship ended on the date of pronouncement is *constitutive*; and the orders to pay compensation and process wages are *condemnatory*. Only the third kind requires further action to become real. Where an employer does not comply voluntarily, the worker must take additional legal steps,[32] and execution remains tied to the rules of civil procedure.[33] The judgment therefore demonstrates that dispute resolution is not limited to determining the status of an employment relationship but extends to establishing payment obligations owed to the worker. The accuracy of the calculations for each entitlement must be assessed against the legal reasoning in the full text of the judgment, which is not available for this study.

2.2 Legal Facts and the Core of the Dispute

The subject of the case is not the amount of the monthly wage. Rather, the issue concerns the validity of the employer's actions specifically, the issuance of warning letters and the notice of termination and the legal consequences to be borne by the employer if those actions are invalid. The case centres on the procedure for termination of employment, with wages arising as a matter of payment obligations. Under Indonesian labour regulation, termination on grounds of breach of workplace rules is subject to procedural prerequisites, including successive warnings,[34] so the invalidation of three warning letters strikes at the foundation of the termination itself.

The evidentiary basis relies on documents such as employment contracts, payslips, warning letters, and notices of termination, which must be evaluated in the context of the case rather than as isolated pieces of evidence. This analysis is based on the operative part of the judgment as documented in the available legal materials; the reasoning of the panel cannot yet be verified against an official copy.

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[31] Fitriana, Hayati, and Uwiyono, "When Uniform Standards Are Missing: Judicial Inconsistency in Wages During Termination Proceedings in Indonesia."

[32] Wahyudi, Nurlaily, and Seroja, "Kepastian Hukum Terhadap Pemenuhan Hak-Hak Normatif Pekerja Pasca Putusan Pengadilan Hubungan Industrial."

[33] Ema Farida, "Eksekusi Putusan Pengadilan Hubungan Industrial Pada Perusahaan Pailit Berbasis Keadilan Dan Keseimbangan Hak," *Rechtsregel: Jurnal Ilmu Hukum* 9, no. 1 (2026): 250–64, https://doi.org/10.32493/rjih.v9i1.63115.

[34] Fabiani Nur Ayesha El Adawiyah and Endang Sutrisno, "Legal Protection of Workers Against Overtime Work Practices Without Wage Payment Based on Law Number 6 of 2023 Concerning Job Creation," *Journal of World Science* 5, no. 6 (2026): 623–31, https://doi.org/10.58344/jws.v5i6.1681.

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Consequently, the identities of the parties, the specific claims, the evidence presented, and the facts established during the proceedings cannot be definitively confirmed.

An order to pay compensation and process wages is not synonymous with a determination of outstanding routine wages. Under labour regulations, entitlements arising from termination include, among others, severance pay, long-service awards, and compensation for accrued but unused leave or other contractual entitlements, whereas process wages are the wages that remain payable while a termination dispute is being resolved, in recognition that the worker cannot seek work elsewhere during that period.[35] Equating such compensation with outstanding routine wages would obscure the distinction between a dispute over termination and a dispute concerning the right to wages. The case is nonetheless relevant to a study of wage protection, because process wages are a wage-type right that the employer must meet under Article 155 paragraphs (2) and (3) of Law No. 13 of 2003, and because the six-month award implies, if calculated on a uniform monthly basis, a monthly wage of roughly IDR 9.37 million (IDR 56,238,498.00 divided by six). That figure is an inference from the reported amounts, not a finding of the court.

2.3 Judicial Reasoning According to the Theory of Legal Protection

Judicial reasoning is analysed through three aspects: the establishment of legal facts, the application of relevant regulations, and the coherence between the rationale and the final judgment. From the perspective of the theory of legal protection, the assessment focuses on whether the judge has correctly identified the legal basis for the claims, evaluated the evidence, and applied the law appropriately though this does not imply that the worker must always prevail.

Repressive protection in wage-related disputes is not limited to the final judgment. Article 96 paragraph (1) of Law No. 2 of 2004 provides that the presiding judge issues an interlocutory judgment ordering payment of wages and other entitlements typically received by the worker if it is clearly proven that the employer has failed to fulfil its obligations under Article 155 paragraph (3) of Law No. 13 of 2003, and the provision allows precautionary attachment if the interlocutory order is not executed. The mechanism is designed to ensure that workers retain an income while a dispute is ongoing. The government is also empowered to oversee compliance and impose administrative sanctions on employers who fail to pay the wages of suspended workers, and payments during suspension have been described as limited to a maximum of six months.[36] In the case under review, the sum of IDR 56,238,498.00 for process wages appeared in the final judgment, alongside compensation of IDR 226,359,955.00, rather than in an interlocutory judgment, and the available materials do not reveal whether the panel considered Article 96.

The six-month figure cannot be understood without the history of the process-wage regime. In Decision No. 37/PUU-IX/2011, the Constitutional Court read the phrase “has not been determined” in

[35] Eka Dianawati and Arinto Nugroho, “Analisis Putusan Mahkamah Agung Nomor 150K/Pdt.Sus-PHI/2021 Tentang Perselisihan Pemutusan Hubungan Kerja Dengan Alasan Tidak Dipenuhi Permintaan Status PKWTT,” *Novum: Jurnal Hukum* 10, no. 2 (2022): 181–90, https://doi.org/10.2674/novum.v0i0.46666.

[36] Claria J Londa, Jemmy Jefry Pietersz, and Ronny Soplantila, “Penegakan Hukum Administrasi Terhadap Pengusaha Yang Tidak Membayar Upah Pekerja Yang Diskorsing Pada Proses Pemutusan Hubungan Kerja Dalam Penyelesaian Perselisihan Hubungan Industrial,” *TATOHI: Jurnal Ilmu Hukum* 4, no. 9 (2024): 774–88, https://doi.org/10.47268/tatohi.v4i9.2497.

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Article 155 paragraph (2) of Law No. 13 of 2003 as "has not obtained binding legal force," so that the duty to perform obligations, including payment of wages, continues until the dispute is finally resolved. The Supreme Court later issued Circular Letter No. 3 of 2015, which in practice limited process wages to six months, and Circular Letter No. 3 of 2018, which excluded workers whose fixed-term contracts had converted into indefinite ones. Scholarship has criticised the absence of an implementing regulation for the Constitutional Court's ruling,[37] and an analysis of 117 judicial decisions issued between 2007 and 2023 found that the lack of uniform standards produces divergent rulings even in cases with similar facts. Because circular letters fall outside the hierarchy of legislation, their power to restrict a right guaranteed by statute and by a constitutional decision is open to question.

The Job Creation legislation did not resolve the matter. Article 157A of Law No. 13 of 2003, as inserted by the Job Creation legislation, required employers and workers to continue performing their obligations during the settlement of a termination dispute and allowed suspension with continued payment of wages, for a period lasting until the completion of the dispute process "at each level." In Decision No. 168/PUU-XXI/2023, the Constitutional Court restated that the obligation runs until the dispute-resolution process has obtained binding legal force. The Bandung judgment was delivered in 2023, before this decision, and its six-month award is consistent with the then-prevailing circular-letter practice. Whether that award would be adjusted if the dispute continued to cassation depends on whether the judgment became final, a matter the available materials do not show. The case therefore sits in a transitional zone in which the norm for process wages had been clarified at the constitutional level but not yet reflected consistently in practice.

From the perspective of legal protection theory, repressive protection is evident in the case, as the worker's rights are explicitly affirmed and quantified in the final judgment. Conversely, preventive protection is absent, given that three formal warning letters had been issued before the case was examined, and these were later declared invalid. Whether the panel of judges took Article 96 into consideration cannot be determined from the available materials; this analysis therefore concludes by focusing on the comparison between the legal norms and the final judgment. The preventive failure points to the weakness of upstream safeguards: employer documentation and internal review of disciplinary measures, and the labour oversight that Indonesian studies describe as constrained in practice.[38]

Comparative scholarship offers a useful backdrop. The remedial package in the Bandung judgment declared invalidity, compensation, process wages, and termination of the relationship as of the date of judgment invites comparison with international debates over whether remedies for unfair dismissal should centre on reinstatement or on compensation,[39] over whether dismissal law adequately protects fundamental rights,[40] and over the role of judicial review where dismissals fall outside ordinary

[37] Gunadi, "Upah Proses".

[38] Santoso, "The Obstacles of Labor Inspection in Protecting Workers' Rights in Indonesia."

[39] Imam Koeswahyono, Diah Pawestri Maharani, and Airin Liemanto, "Legal Breakthrough of the Indonesian Job Creation Law for Ease, Protection, and Empowerment of MSMEs during the COVID-19 Pandemic," *Cogent Social Sciences* 8, no. 1 (2022), https://doi.org/10.1080/23311886.2022.2084895.

[40] Philippa Collins, "The Inadequate Protection of Human Rights in Unfair Dismissal Law," *Industrial Law Journal* 47, no. 4 (2018): 504–30, https://doi.org/10.1093/indlaw/dwx026.

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statutory safeguards, as in probationary employment.[41] These debates do not translate directly into the Indonesian setting, but they underline that the design of remedies, and not only the recognition of rights, determines how far a worker is protected.

2.4 Analysis Based on the Theory of Legal Certainty

The theory of legal certainty assesses the extent to which regulations provide clear guidelines on rights and obligations, so that workers know what they can demand, employers know what they must fulfil, and judges have a guide for consistent deliberation. In Radbruch's account, legal certainty is one of three values of law, alongside justice and purposiveness, and the three may pull in different directions. His well-known formula holds that justice prevails over certainty only where statutory law is intolerably unjust. The Bandung case does not involve intolerable injustice, so the relevant question is the more ordinary one of predictability: whether the applicable norms are clear and applied consistently.

In the decision reviewed, certainty emerged in two layers: the status of the employment relationship, and the amounts payable (compensation of IDR 226,359,955.00 and process wages of IDR 56,238,498.00). This certainty remains normative, as its fulfilment depends on the employer's willingness to pay. At the level of the system, certainty is weaker. If the duration of process wages depends on whether a court applies the Constitutional Court's reading, a circular letter, or the Job Creation provision, workers cannot predict their entitlement and employers cannot price the risk of a defective termination.[42] Case studies of Supreme Court decisions on termination disputes, such as those concerning requests for indefinite-term status, likewise illustrate how much turns on the characterisation of the employment relationship.[43] Legal certainty and protection are complementary: protection is difficult to achieve without clarity on rights and enforcement mechanisms, and regulatory certainty does not provide protection if it is not implemented.

CONCLUSION

Indonesian labour law provides an adequate basis for the protection of workers' wage rights. Law No. 13 of 2003 and Law No. 2 of 2004 regulate wage rights and their resolution mechanisms; Article 88A paragraph (1) provides that the right to wages begins when the employment relationship begins and ends when that relationship is terminated; and Articles 27 paragraph (2), 28D, and 33 of the 1945 Constitution serve as the constitutional basis. This protection does not stop at substantive norms. Law No. 2 of 2004 provides a tiered mechanism of thirty working days of bipartite negotiation, thirty working days of mediation or conciliation, fifty working days of examination at the Industrial Relations Court, and thirty working days if the case proceeds to the Supreme Court, with mediation being the initial stage for disputes over rights.

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[41] Paul Smit and Joaquin Grobler, "Dismissal during Probationary Period of Employment in South Africa: An International Perspective," *African Journal of International and Comparative Law* 29, no. 4 (2021): 479–98, https://doi.org/10.3366/ajicl.2021.0380.

[42] Fitriana, Hayati, and Uwiyono, "When Uniform Standards Are Missing: Judicial Inconsistency in Wages During Termination Proceedings in Indonesia."

[43] Dianawati and Nugroho, "Analisis Putusan Mahkamah Agung Nomor 150K/Pdt.Sus-PHI/2021 Tentang Perselisihan Pemutusan Hubungan Kerja Dengan Alasan Tidak Dipenuhi Permintaan Status PKWTT."

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In Decision No. 37/Pdt.Sus-PHI/2023/PN.Bdg, the panel of judges declared the warning letters and the notice of termination invalid and null and void, and ordered the employer to pay compensation of Rp226,359,955.00 and six months' process wages of Rp56,238,498.00, thereby establishing the employment status and the amounts to be paid. From a legal protection perspective, the ruling constitutes repressive protection that operates after a dispute has arisen, while preventive protection did not prevent the issuance of three warning letters. From a legal certainty perspective, the ruling clearly establishes status and amounts, but this certainty does not extend to enforcement, and the broader rules on process wages remain fragmented among constitutional decisions, circular letters, and legislation. Recognition of rights does not necessarily mean payment.

The effectiveness of protection therefore depends on workers' ability to access settlement mechanisms, on the coherence of the norms that govern their entitlements, and on the employers' willingness, or the system's capacity, to enforce the ruling. Protecting workers' rights to wages requires synergy between workers, employers, the government, and the judiciary. This study is limited by the unavailability of the full reasoning of the judgment and by its reliance on normative rather than empirical data. Future research could examine, empirically, how often judgments awarding process wages are paid or executed, how courts apply Decision No. 168/PUU-XXI/2023 in practice, and how guarantee mechanisms for workers' entitlements operate in comparable jurisdictions.

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