

THE URGENCY OF ALTERNATIVE REGULATIONS RESOLUTION OF DISPUTES REGARDING TERMINATION OF EMPLOYMENT IN CASES OF FORCE MAJEURE**URGENSI PENGATURAN ALTERNATIF PENYELESAIAN PERSELISIHAN PEMUTUSAN HUBUNGAN KERJA DALAM KEADAAN MEMAKSA****Kadek Agus Sudiarawan*, Ni Made Gina Anggreni, Ni Putu Ayu Meylan Ardini**

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Abstract: this study aims to analyze termination of employment under force majeure circumstances, the dispute-resolution system based on statutory regulations, and alternative mechanisms that may be implemented to address disputes arising from such terminations. The research employs a normative legal research method with a statutory approach. The findings indicate that termination of employment by companies due to declining revenues leading to financial losses during periods of global crisis, which ultimately result in the temporary or permanent cessation of business operations, satisfies the characteristics of force majeure. The dispute resolution system for termination of employment under Law Number 2 of 2004 may be pursued through three mechanisms, namely bipartite negotiations conducted through deliberation to reach an agreement, tripartite procedures involving a third party through mediation, or adjudication before the Industrial Relations Court. Online dispute resolution, which enables dispute resolution without physical meetings by leveraging internet connectivity and video conferencing technology, represents an alternative model for resolving termination-of-employment disputes arising from force majeure that may be implemented in the future.

Abstrak: tujuan kajian ini yaitu untuk menganalisis pemutusan hubungan kerja dalam keadaan memaksa, sistem penyelesaian perselisihan berdasarkan peraturan perundang-undangan, serta alternatif penyelesaian yang dapat dilakukan untuk mengatasi perselisihan pemutusan hubungan kerja akibat keadaan memaksa. Kajian ini menggunakan metode penelitian hukum normatif dengan pendekatan perundang-undangan. Hasil kajian menunjukkan bahwa pemutusan hubungan kerja oleh perusahaan akibat penurunan pemasukan hingga menimbulkan kerugian pada masa krisis global dan berujung pada penghentian kegiatan usaha baik sementara maupun permanen dinilai telah memenuhi karakteristik *force majeure*. Sistem penyelesaian perselisihan pemutusan hubungan kerja berdasarkan Undang-Undang Nomor 2 Tahun 2004 dapat dilakukan melalui tiga cara yaitu jalur bipartit dengan musyawarah untuk mencapai kesepakatan, jalur tripartit dengan mediasi yang melibatkan pihak ketiga, atau melalui Pengadilan Hubungan Industrial. Alternatif penyelesaian perselisihan pemutusan hubungan kerja akibat *force majeure* yang dapat dilakukan pada masa mendatang yaitu melalui *online dispute resolution* dengan mekanisme penyelesaian sengketa tanpa pertemuan fisik karena memanfaatkan jaringan internet dan teknologi konferensi video.

INTRODUCTION

The stability of industrial relations established among the three principal actors, namely the government, workers, and employers,

constitutes a fundamental aspect that must be carefully maintained. Harmonious labor relations significantly reduce the likelihood of industrial disputes. The primary sources of industrial

relations conflicts stem from violations or neglect in fulfilling the normative rights of one of the parties involved, particularly workers. The failure to achieve concrete solutions through mediation and deliberation may ultimately lead to termination of employment. Termination of employment may also be compelled by force majeure. The global crisis that affected Indonesia in 2020 provides a relevant example.

The fundamental guarantee of a decent livelihood for every individual is firmly enshrined in the 1945 Constitution of the Republic of Indonesia. The right of every citizen to obtain employment and a livelihood consistent with human dignity is explicitly stated in Article 27 paragraph (2) of the 1945 Constitution. International law also recognizes a similar principle as reflected in Article 23 paragraph (1) of the Universal Declaration of Human Rights, which affirms the right of everyone to work, to choose employment freely, to enjoy just and favorable working conditions, and to receive protection against unemployment. The regulation of workers' rights in cases of termination of employment is further governed by Article 156 of Law Number 11 of 2020 concerning Job Creation and elaborated in Article 40 of Government Regulation Number 35 of 2021 concerning Fixed-Term Employment Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment.

The high number of employment terminations in Indonesia represents a direct consequence of a global force majeure situation. The onset of this crisis was recorded at the end of 2019 as the international community identified a novel virus, later designated Severe Acute Respiratory Syndrome Coronavirus-2 (SARS-CoV-2), which causes acute respiratory illness (Yuliana, 2020). The primary mechanism of virus transmission is through droplets expelled by infected individuals when coughing or sneezing, which carry SARS-CoV-2 contaminants (Yanti et al., 2020). The rapid escalation of its spread within Indonesian society resulted in a significant increase in confirmed cases, with fatalities reaching 94,119 individuals.

Termination of employment for employers experiencing financial difficulties should be regarded strictly as a measure of last resort, in accordance with the guidelines outlined in Circular Letter Number SE-907/MEN/

PHI-PPHI/X/2004. Mitigation efforts prior to making termination decisions include reducing wages or benefits at certain employment levels, adjusting operational working hours, and temporarily implementing leave schemes or remote working arrangements. Termination of employment represents the most feared condition for workers, as it directly affects the sustainability of their livelihoods. The juridical definition of termination of employment is stipulated in Article 1 point 25 of Law Number 13 of 2003 concerning Manpower, which defines it as the cessation of an employment relationship due to certain conditions that result in the termination of rights and obligations between workers and employers. The legal grounds for termination of employment are further regulated in Article 154A paragraph (1) of Law Number 11 of 2020. The most significant impact of termination of employment is the financial loss workers incur when their primary source of income disappears.

The substantial potential for conflicts arising from termination of employment constitutes one of the implications of global crisis conditions, particularly if workers reject termination decisions that are not accompanied by the fulfillment of severance pay obligations. The relationship between termination of employment and the fulfillment of employee rights is reciprocal, arising from the inherent rights and obligations attached to employers and workers within an employment relationship (Suwantari, 2018). Financial pressure on companies during crises exacerbates this situation and raises workers' concerns about employers' inability to fulfill normative rights, including the full payment of severance entitlements (Neysa & Sarjana, 2020). Mechanisms for resolving disputes arising from termination of employment are available through both judicial (litigation) and non-judicial (non-litigation) channels recognized by law to prevent disputes from escalating to the Industrial Relations Court (Ridwan & Nurhakim, 2020). Differences of opinion that evolve into conflicts of interest constitute the essence of industrial relations disputes as provided for in Article 1 point 22 of Law Number 13 of 2003.

The stages of resolving industrial relations disputes are set out in Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes, which serves as a procedural legal framework supporting the substantive provisions

of Law Number 13 of 2003. Non-judicial dispute-resolution mechanisms in the context of employment termination are considered more effective because they offer simpler, more proportional processes at relatively lower cost. This consideration arises because litigation processes tend to require lengthy timeframes, complex procedures, and substantial financial resources. The non-litigation dispute resolution process starts with bipartite negotiations and, if these fail to produce an agreement, advances to mediation or conciliation facilitated by a third-party intermediary. These alternative dispute resolution mechanisms demonstrate effectiveness in saving time and financial resources for both employers and workers affected by crisis conditions.

Legal issues concerning the settlement of termination-of-employment disputes have been examined in previous studies from diverse perspectives. Research has highlighted the role of mediators in resolving termination-of-employment disputes during periods of crisis (Wijaya & Subekti, 2021). Research emphasizes solutions for addressing termination of employment through non-litigation mechanisms (Anatami, 2015). These studies have not comprehensively examined models for resolving termination-of-employment disputes explicitly grounded in force majeure. The need for an in-depth analysis of dispute-resolution models for termination of employment arising from force majeure circumstances underlies the urgency of this research, which aims to provide both conceptual and practical contributions to the development of labor law. Based on the foregoing discussion, this study examines the characteristics of termination of employment under force majeure conditions, the dispute-resolution system under statutory regulations, and alternative mechanisms for resolving termination-of-employment disputes arising from force majeure.

METHODS

The methodology employed in this article is normative legal research. This type of research prioritizes the examination of library materials, including statutory regulations and scholarly literature that are closely relevant to the legal issues under study (Soekanto & Mamudji, 2001). The core objective of normative legal research is to conduct a critical analysis of

legislation related to the legal problems being examined. This study is supported by three principal approaches, namely the statutory approach, the legal concept approach, and the case study approach. The legal materials used as primary research instruments are classified into three categories, namely primary legal materials in the form of laws and regulations, secondary legal materials comprising relevant books and academic journal articles, and tertiary legal materials derived from online sources or internet-based references intended to clarify and supplement other legal materials. Data collection was carried out through library research followed by the inventorying and systematic classification of legal materials according to the legal issues under focus. Data analysis employed a descriptive analytical technique to describe and explain findings derived from the examination of legal materials and statutory provisions.

RESULTS AND DISCUSSION

Types of Termination of Employment that Fulfill the Characteristics of Force Majeure

Force majeure refers to a condition in which a debtor is unable to perform contractual obligations due to events beyond the debtor's fault that could not be known or reasonably anticipated at the time the agreement was concluded. The classification of a pandemic as a force majeure event does not automatically justify termination of employment on force majeure grounds (Subekti, 2015). The invocation of force majeure may only be applied to specific parties that genuinely satisfy the elements of a force majeure event (Maryani et al., 2020). Such conditions are not experienced by all debtors, as not every party faces significant operational or financial disruptions.

Terminations of employment carried out by companies during the global crisis have generally been based on claims that the pandemic constituted a force majeure. The crisis that began at the end of 2019 had serious consequences for public health. These impacts extended systemically, resulting in an economic slowdown, declining household income, increased unemployment due to mass layoffs, and a growing number of people living in poverty. The Indonesian government, through Presidential Decree Number 12 of 2020, officially designated the outbreak as a national

disaster, thereby acknowledging the scale and severity of the crisis.

Termination of employment by companies and micro, small, and medium enterprises during the global crisis was largely triggered by significant revenue declines, leading to financial losses and ultimately to the suspension or permanent cessation of business operations. Termination of employment constitutes an extreme measure taken by employers after all efforts to sustain business continuity have been exhausted. Termination, in practice, becomes difficult to avoid when companies suffer substantial losses (Putri et al., 2021). Termination of employment does not constitute an unlawful act as long as it is conducted in compliance with applicable laws and regulations (Sugiarti & Wijayanti, 2020). Declining turnover among employers, combined with ongoing operational costs and the obligation to fulfill workers' normative rights such as wage payments, places significant pressure on corporate liquidity. Matters related to termination of employment, including its types, procedures, and the rights and obligations of the parties, are explicitly regulated under statutory provisions.

The classification of a pandemic as a force majeure event must be assessed on a case-by-case basis and cannot be applied universally to all companies. Employers invoking force majeure bear the legal burden of proving the fulfillment of force majeure elements as stipulated in the Civil Code. This burden of proof is reaffirmed in Supreme Court Circular Letter Number 3 of 2015, which requires that company losses used as grounds for termination of employment due to force majeure be substantiated by audited financial statements for two consecutive years. The absence of validated financial statements renders force majeure claims vulnerable to rejection by the court. Supreme Court Decision Number 403 K/Pdt.Sus-PHI/2022, following Case Number 62/Pdt.Sus-PHI/2021/PN Yk before the Yogyakarta District Court demonstrates that termination of employment due to company losses during the crisis still obligates employers to provide workers with compensation of IDR 7,374,988.00. This decision affirms that pandemic conditions do not absolve employers of their legal obligations toward workers.

Supreme Court Decision Number 503 K/Pdt.Sus-PHI/2022 in the dispute between

Arniman and PT Dirgantara Ekapratama further illustrates that the company failed to meet the burden of proof regarding financial losses claimed to have resulted from the pandemic. This failure was attributed to the absence of audited financial statements for two consecutive years as required by law (Siburian, 2025). The panel of judges concluded that the valid legal basis for termination of employment was efficiency as regulated under Article 164 paragraph (3) of Law Number 13 of 2003. The legal consequence of this decision was the company's obligation to pay full compensation to the worker, amounting to IDR 122,289,562.50, equivalent to twice the severance pay.

Article 1245 of the Indonesian Civil Code provides that exemption from liability for compensation, costs, and interest applies when a debtor is prevented from performing obligations due to force majeure or unforeseen events. Articles 1244 and 1245 of the Civil Code require the fulfillment of specific elements for a condition to qualify as force majeure. These elements include the occurrence of an unforeseeable event that renders performance impossible, the absence of fault on the part of the debtor, the absence of intent, and the presence of good faith on the part of the party unable to perform its obligations.

Regulation concerning termination of employment due to force majeure was previously contained in Article 164 paragraph (1) of Law Number 13 of 2003. This provision was repealed following the enactment of Law Number 11 of 2020. Termination of employment on force majeure grounds is currently regulated under Article 154A paragraph (1) letter (d) of Law Number 11 of 2020 and further clarified in Article 36 letter (d) of Government Regulation Number 35 of 2021, which stipulates that termination of employment may occur when a company closes due to force majeure. The pandemic is considered a force majeure as debtors may still be able to perform their obligations, albeit with substantial sacrifice. Classical legal doctrine traditionally interpreted force majeure as an absolute concept, but subsequent legal developments have recognized the notion of relative force majeure, which permits performance when it would otherwise entail an excessive burden (Subekti, 2005). Relative force majeure differs from absolute force majeure, as in the

latter scenario, the debtor is entirely incapable of fulfilling obligations to the creditor.

The regulation of force majeure in civil law primarily concerns Articles 1244 and 1245 of the Indonesian Civil Code, yet no general normative provision comprehensively governs it in bilateral contracts. The fulfillment of force majeure elements during the pandemic requires clear evidence demonstrating the failure to perform obligations due to unforeseeable or unavoidable events (Setiawan & Priyanto, 2021). The absence of standardized legal benchmarks leads force majeure assessments to rely heavily on factual evidence (Randi, 2020). Employment agreements between workers and employers may include force majeure clauses to anticipate risks. Force majeure events are inherently unpredictable in terms of timing and do not automatically constitute grounds for contract termination or serve as a direct justification for termination of employment.

The System of Resolving Termination of Employment Disputes under Statutory Regulations

Pursuant to Article 1 point 14 of Law Number 13 of 2003, an employment agreement serves as a legal framework that regulates the terms of employment and determines the rights and obligations of the parties involved. Article 1601a of the Indonesian Civil Code defines an employment agreement as a contract in which a worker undertakes to provide labor to an employer in exchange for wages over a specified period. Workers are often considered external to the production process, while employers are sometimes characterized as *herr im haus*, holding full authority over the enterprise and controlling its activities (Rahayu, 2019). Workers bound by an employment agreement are placed in a position of subordination to the employer's instructions, creating a subordinate relationship inherent in employment contracts.

Employment relationships established between employers and workers do not always operate harmoniously, as differences of opinion may arise and potentially lead to disputes. Industrial relations disputes involve employers or associations of employers and workers or labor unions and may arise from disputes over rights, interests, termination of employment, or labor union matters. Substantive law governs relationships among individuals,

whereas procedural law enforces substantive law through formally regulated procedures (Santoso, 2019). Industrial relations disputes are resolved through the procedural framework of the Industrial Relations Court.

Employer-imposed terminations of employment have consequences deeply feared by workers. Such termination causes hardship as it results in the loss of employment and wages, which are essential for meeting workers' and their families' living needs. Termination of employment frequently triggers disputes between employers and workers. Termination of employment disputes, as regulated in Article 1 point 4 of Law Number 2 of 2004, are understood as disputes arising from differences of opinion regarding termination by one party, including disagreements over the grounds for termination and the calculation of workers' entitlements, such as severance pay.

The Chairman of the Indonesian Chamber of Commerce and Industry reported that companies experienced a significant decline in revenue, particularly in the micro, small, and medium enterprise sector, which fell by 78 percent due to force majeure conditions. The manufacturing sector recorded the highest workforce reduction at 52.23 percent, followed by the construction sector at 51.37 percent, accommodation and food services at 50.52 percent, water supply and waste management at 18.79 percent, financial services at 18.26 percent, and electricity and gas at 15.30 percent (Jelita, 2020). These conditions undoubtedly require special attention from various stakeholders.

Law Number 2 of 2004 was enacted to establish dispute resolution institutions capable of maintaining harmonious and dynamic industrial relations while ensuring justice for all parties. Workers seeking justice in termination-of-employment disputes may first pursue resolution through bipartite and tripartite mechanisms, and later through judicial proceedings before the Industrial Relations Court. Bipartite settlement serves as the initial stage, involving deliberations between workers and employers aimed at reaching a mutual agreement. Failure at the bipartite stage allows disputes to proceed to tripartite mechanisms, namely mediation or conciliation. The parties may submit their claims to the Industrial Relations Court if both bipartite and tripartite efforts fail.

Disputes over interests and disputes among labor unions acquire final and binding legal force without recourse to cassation (Mashudi, 2019). Decisions of the court in disputes over rights and termination of employment remain subject to cassation before the Supreme Court, while appellate remedies are not recognized within the Industrial Relations Court system.

Legal protection for workers affected by termination of employment is closely linked to the fulfillment of fundamental rights, including the recognition of human rights, social protection, technical protection, and economic protection through labor norms. The objective of dispute resolution through bipartite, tripartite, and judicial mechanisms is to achieve justice for workers. The essence of justice lies in restoring individuals to their original position and ensuring equal rights before the law (Wantu, 2012). The subordinate position of workers vis-à-vis employers raises concerns regarding the effectiveness of bipartite and tripartite mechanisms in achieving substantive justice for workers (Sudiarawan & Dananjaya, 2017). Justice itself is a relative concept that is difficult to measure, as another party may not perceive the same justice as one party does.

Declining corporate revenues, followed by the termination of employment policies based on force majeure, necessitate the fulfillment of workers' post-termination rights. The complexity of termination disputes leaves workers vulnerable when asserting their rights, while companies simultaneously face financial constraints in fulfilling their obligations in full. Employers' efforts to avoid disputes before the Industrial Relations Court are often driven by considerations of time efficiency, cost reduction, and the protection of corporate reputation. Resolution through bipartite or tripartite mechanisms is more advantageous for employers than litigation before the Industrial Relations Court. The Industrial Relations Court constitutes a specialized court within the general court system vested with the authority to examine, adjudicate, and resolve industrial relations disputes (Karsona et al., 2020). Outcomes achieved through non-litigation mechanisms may be perceived as fair by employers, yet they do not necessarily fulfill workers' sense of justice.

Obstacles encountered by workers in pursuing bipartite, tripartite, or judicial remedies

are closely related to a limited substantive understanding of the provisions of Law Number 2 of 2004. The subordinate position of workers further weakens their capacity to advocate for their rights effectively. The principle of equality before the law is intended to guarantee equal standing for all individuals before the law (Sugeng & Sujayadi, 2012). Article 57 of Law Number 2 of 2004 stipulates that the procedural law applicable in the Industrial Relations Court is the civil procedural law applied in general courts, unless otherwise specified by the statute. The application of civil procedural law entails the evidentiary principle that the party asserting a fact bears the burden of proof. Workers often face difficulties in asserting their rights before the Industrial Relations Court due to limited knowledge of labor and procedural law, which in some cases leads them to forgo legal remedies entirely.

The pursuit of justice in termination-of-employment disputes should ideally be fair and equitable, yet the rigidity of the Industrial Relations Court's procedural system presents a significant impediment. Weaknesses in resolving disputes through the Industrial Relations Court include high time and cost demands, a less favorable public image of the judiciary, unpredictability of decisions, and difficulties in enforcing judgments (Sadi & Soebandi, 2020). The position of workers in termination-of-employment disputes remains subordinate to that of employers, given employment relationships that place workers under employers' authority. This imbalance of power undermines workers' ability to pursue justice. The provisions of Law Number 2 of 2004, both substantively and procedurally, have not yet fully represented the interests of workers and employers in achieving balanced and equitable justice.

Alternative Mechanisms for Resolving Termination of Employment Disputes Arising from Force Majeure

Termination of employment under force majeure conditions arises from the weakening global economy, including in Indonesia, thereby rendering termination a measure employers should avoid as far as possible. Deteriorating corporate financial management compels companies to undertake various business rescue efforts, which ultimately may culminate in termination of employment as a last resort (Suprantio, 2021).

Termination decisions are also affected by social distancing measures, self-isolation protocols, work-from-home arrangements, and regional lockdowns enacted to curb widespread disease transmission.

Termination of employment can lead to substantial disputes between workers and employers. Such disputes may arise either as a result of legal violations or independently of any legal infringement (Salam, 2009). Law Number 2 of 2004 provides that dispute resolution may be pursued through either litigation or non-litigation mechanisms. The primary objective of these mechanisms is to achieve consensus through deliberation, thereby allowing the uninterrupted production of goods and services (Sadi & Soebandi, 2020). Termination disputes may arise from disagreements over the justification for termination or from failure to fulfill workers' entitlements in whole or in part.

Employers may terminate employment on the grounds of force majeure. The legal framework provides alternative dispute resolution models, beginning with bipartite negotiations and proceeding to tripartite mechanisms such as mediation or conciliation. Termination of employment disputes must be initiated through bipartite negotiations between employers and workers, conducted through deliberation to achieve consensus. Article 3 paragraph (2) of Law Number 2 of 2004 stipulates that bipartite negotiations must be concluded within thirty days from the commencement of the first negotiation. Agreements reached through bipartite negotiations must be formalized in a collective agreement, signed by the parties, and registered with the Industrial Relations Court. Such collective agreements are binding upon all parties involved. The failure of a party to implement the agreement does not affect the right to request enforcement before the competent Industrial Relations Court.

Article 3 paragraph (2) of the Minister of Manpower and Transmigration Regulation Number Per. 31/Men/XII/2008 provides that two written requests for bipartite negotiations that are ignored or rejected by the opposing party may serve as the basis for registering the dispute with the local workforce office, accompanied by evidence of such requests. Bipartite negotiations are considered unsuccessful if one party refuses to negotiate or if the parties fail to reach an

agreement. This provision is reaffirmed in Article 3 paragraph (3) of Law Number 2 of 2004. Article 4 paragraph (1) of the same law further regulates that dispute registration with the competent authority may be carried out by one or both parties following the failure of bipartite negotiations, provided that evidence of the negotiation process is submitted.

The manpower authority may return the dispute registration dossier if the evidentiary requirements stipulated under Article 4 paragraph (1) of Law Number 2 of 2004 are not met. Following the return of documents, parties are granted up to seven days to complete the required paperwork. Upon acceptance of the dispute registration, the workforce authority is obligated to provide a settlement through mediation, conciliation, or arbitration. Should the parties fail to select a preferred settlement mechanism within seven days, a mediator shall be appointed.

Provisions governing mediation are set out in Articles 8 to 16 of Law Number 2 of 2004. The mediation process is led by a mediator, responsible for analyzing the dispute and presiding over the mediation sessions. The mediation process must be completed within 30 days of receipt of the case referral. Requirements for mediators are regulated through relevant ministerial regulations, while the appointment and dismissal of mediators are governed by the Minister of Manpower and Transmigration Regulation Number 17 of 2014. Agreements reached through mediation must be formalized in a collective agreement and registered with the Industrial Relations Court. The mediator, in the absence of agreement, must issue a written recommendation. Acceptance of the recommendation obliges the parties to draft a collective agreement within 3 days of approval.

Alternative dispute resolution models for termination-of-employment disputes under force majeure conditions may be pursued through bipartite negotiations, mediation, or conciliation. The scope of conciliation is more limited, as it may apply only to disputes over interests, termination of employment, and inter-union matters, whereas mediation has broader authority in industrial relations (Nugroho, 2019). Conciliation is regulated under Articles 17 to 28 of Law Number 2 of 2004. Conciliation proceedings are conducted by a neutral conciliator

and must be completed within thirty working days of receiving the application. Examination of the substance of the dispute must commence no later than seven working days, with the first hearing held on the eighth day. Agreements reached through conciliation must be formalized in a collective agreement and registered with the Industrial Relations Court.

Failure to settle through conciliation requires the conciliator to deliver a written recommendation no later than ten working days after the initial hearing. The parties are obligated to submit written responses to the recommendation, either accepting or rejecting it. The absence of a written response is deemed a rejection (Suwadji, 2020). Mutual acceptance of the written recommendation obliges the conciliator to assist in drafting a collective agreement, which must be completed within a maximum of three working days and registered with the Industrial Relations Court.

Restrictions on community activities have led to the suspension of operations at various public facilities, including workplaces, thereby posing significant challenges to alternative mechanisms for resolving termination-of-employment disputes. Limitations on movement and physical interaction hinder workers and employers from engaging in conventional dispute-resolution processes. Termination-of-employment disputes resolved through bipartite and tripartite mechanisms have been delayed by these restrictions. Technological advancements in the era of globalization and the Fourth Industrial Revolution offer opportunities to use digital technology to resolve disputes. Online resolution of termination-of-employment disputes follows procedural stages that are fundamentally similar to conventional mechanisms, with the primary distinction lying in the medium and venue of implementation.

Pressure on social activities has further influenced the mechanisms for resolving disputes in employment terminations. These conditions encourage the strengthening of alternative dispute resolution models through online bipartite and tripartite mechanisms. Online Dispute Resolution (ODR) offers a dispute resolution process without physical meetings using the internet and video conferencing technology. Implementing ODR requires adequate devices and stable internet connectivity. Video conferencing

technology enables simultaneous audiovisual communication between parties despite their geographical separation. Additional features such as document exchange, data presentation, virtual whiteboards, and written messaging enhance the effectiveness of the dispute resolution process. The advantages of ODR include time and cost efficiency, as well as the ability to reach parties located in geographically distant areas. Digital documentation generated through ODR also supports evidentiary needs and further academic research.

The urgency of ODR becomes more pronounced when compared with practices in other countries. Singapore, through the Singapore Mediation Centre and the State Courts, has implemented virtual mediation and asynchronous hearings, which have proven effective in maintaining the continuity of judicial services (Janisriwati, 2024). The Philippines, through the National Labor Relations Commission, has developed an online mediation system via the Single Request for Assistance platform, enabling the resolution of labor disputes without physical presence (Paul & Rosa, 2022). These successful implementations demonstrate that the administration of justice can continue effectively even under crisis conditions.

The implementation of ODR in Indonesia is not entirely novel, as similar concepts have been accommodated under Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. Specific regulation of ODR within Law Number 2 of 2004 has yet to be established. Article 4 paragraph (3) of Law Number 30 of 1999 regulates dispute resolution through the exchange of communication media, which may be interpreted to include the use of video conferencing technology. Arbitration is recognized under Law Number 2 of 2004, thereby implicitly providing a legal basis for ODR.

Articles 27 to 64 of Law Number 30 of 1999 do not require physical meetings between parties. Article 31 paragraph (2) of the same law grants parties the freedom to determine arbitral procedures, including online implementation. The absence of standardized procedures for online arbitration raises concerns regarding effectiveness and procedural fairness (Saly, 2008). The establishment of formal regulations governing online alternative dispute resolution mechanisms, particularly mediation and

conciliation, has become increasingly urgent given their broad scope of authority and the availability of certified mediators within workforce institutions.

CONCLUSION

Termination of employment that meets the characteristics of force majeure occurs during periods of global crisis, typically triggered by a significant decline in revenue causing financial losses and ultimately leading to the temporary or permanent cessation of business operations. The system for resolving disputes arising from termination of employment may be pursued through three mechanisms, namely bipartite negotiations, tripartite procedures, or adjudication before the Industrial Relations Court as regulated under Law Number 2 of 2004. Termination-of-employment disputes must initially be resolved through bipartite negotiations, conducted through deliberation between workers and employers, to reach a mutual agreement. The failure of bipartite negotiations allows the dispute to proceed to tripartite settlement through mediation or conciliation. The inability to resolve the dispute through both bipartite and tripartite mechanisms entitles the parties to file a lawsuit before the Industrial Relations Court. Online dispute resolution, which enables dispute resolution without physical meetings by leveraging internet connectivity and video conferencing technology, represents an alternative model for resolving termination-of-employment disputes arising from force majeure that may be implemented in the future.

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