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Worker's Rights To Big Day In The Middle of Pandemic Covid 19

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ABSTRACT

Currently the earth is experiencing a Covid-19 pandemic. This pandemic has been rampant in all countries without exception Indonesia. It is undeniable that this pandemic has an impact on the world economy, especially Indonesia. As a result of this pandemic, many companies have gone, have been dismissed unilaterally in various companies, and there have also been those who did not cut ties unilaterally but did not provide rights to holiday allowances during this pandemic. Minister of Manpower, Ida Fauzia, said that there were 274 companies that were unable to pay the holiday allowance this year. This number is known from complaints that have been submitted to the post of complaint for holiday allowances at the Ministry of Manpower in the May period this year. The formulation of the problems contained in this study are: 1) Does every worker still have the right to get holiday allowances during the Covid-19 pandemic? 2) What are the legal remedies for workers who do not get the right to holiday allowances during the Covid-19 pandemic? The objectives of this study are: 1) To determine and analyze that every worker is still entitled to holiday allowances during the Covid-19 pandemic; 2) To find out and analyze legal remedies for workers who do not get the right to holiday allowances during the Covid-19 pandemic. The result of this research is that during the Covid-19 pandemic, workers must still have the right to holiday allowances as stated in the Circular of the Minister of Manpower No. M / 6 / HI.00.01 / V / 2020 concerning the Implementation of 2020 Religious Holidays Allowances in Companies During the Corona Virus Disease 2019 (Covid-19) Pandemic.

Keywords: Worker Rights, Holiday Allowances, Covid-19

1. INTRODUCTION

In a development there are things that are very important for a country, especially for developing countries. The definition of development is an effort that is planned to be carried out consciously by a State and Nation. One of the developing countries, Indonesia is also carrying out a development called National development. National development is carried out within the scope of manpower, manpower has a very important role and position as the actor and the goal of development, in accordance with the role and position of the workforce. Manpower development is needed to improve the quality of the workforce and their participation in development and increase the protection of workers and their families in accordance with human dignity. Protection of workers can be carried out, either by providing guidance or by increasing recognition of human rights, physical and technical protection, as well as social and economic conditions through the prevailing norms in the work environment. In the framework of implementing protection for workers, the government has enacted Law Number 13 of 2003 concerning manpower.

Every human being has various needs, to be able to meet all these needs every human being is required to work. Work that is done by yourself or working for other people. Every job that is carried out by itself means working on its own capital and responsibility, while working for another person means working depending on someone else, who gives orders and sends him out because the worker / laborer must submit and obey other people.

Decent life and work for the Indonesian people, especially for the middle class and the poor, do not seem to be fully felt by the community itself. For workers / laborers who are laborers are people who have to work for the sake of getting compensation or wages from the entrepreneur, which of course must be treated according to the applicable Law for the sake of their welfare.

All so-called workers / laborers must receive definite protection from the government which is a basic right for workers / laborers as regulated in the 1945 Constitution of the Republic of Indonesia in Article 27 paragraph (2), namely that every citizen has the right to work and livelihood. worthy of humanity. Even now, there have been many regulations that contain various rules in exercising rights and obligations as contained in the 1945 Constitution of the Republic of Indonesia. Government action in providing protection for workers is mandated in the Constitution of the Republic of Indonesia. Indonesia Year 1945, in Article 28 D paragraph (2) which is written "Everyone has the right to work and to receive fair and proper compensation and treatment in a work relationship."

The scope of work has been stated in Law Number 13 of 2003 concerning Manpower which contains various rules of rights and obligations between workers / laborers and entrepreneurs / employers. The work relationship is a relationship between workers and entrepreneurs. Work relations occur after the existence of a work agreement between the worker and the entrepreneur, which is an agreement in which the first party, the worker, binds himself to work and receives wages on the other party, namely the entrepreneur, who binds himself to employ the worker by paying wages.

Payment of holiday allowances has always been a labor problem ahead of Eid al-Fitr because there are companies that violate the rules. For example, in the case reported on CNNIndonesia.com, the Minister of Energy, Ida Fauzia, said there were 274 companies that were unable to pay the holiday allowance this year. This number is known from complaints that have been submitted to the post of complaint for holiday allowances at the Ministry of Manpower in the May period this year. Ida detailed that 167 companies did not pay holiday allowances, 40 companies cut holiday allowances, 40 other companies made gradual payments, and 27 companies delayed payments. The data is summarized from 422 complaints regarding holiday allowances that came to the post. The violation of the payment of holiday allowances has caused life difficulties for workers because the necessities of life and the prices of basic necessities will increase sharply ahead of the holidays. Various demonstrations and strikes demanding that workers also pay THR. Several attempts have been made by the Ministry of Manpower and Transmigration (hereinafter abbreviated as Kemenakertrans) to anticipate the THR problem.

While the scope of the THR problem is a national problem, therefore the most appropriate place to regulate the THR is the labor law. Now is the right time to make changes to the labor law,

namely through amendments to Law No. 13 of 2003. The THR material in the amendment of Law No. 13 of 2003 at least includes details of the types of allowances including THR; contains strict sanctions for violations of the payment of fiancé. In addition to assisting the duties of labor inspectors, it is also necessary to regulate the participation of the community in the framework of supervision.

According to the provisions stipulated in article 1 paragraph (1) of the Minister of Manpower Regulation Number 6 of 2016 concerning religious holiday allowances for workers / laborers in companies, it is stated that religious holiday allowances, hereinafter referred to as religious THR, are non-wage income that must be paid by employers to workers / laborers or their families ahead of religious holidays. From the provisions of the article, it is clear that employers are obliged to give THR to workers before religious holidays outside of wages.

Regarding workers' rights to receive THR, there are certain conditions that must be met by workers, namely they must have a continuous work period of at least one month. As regulated in the provisions of Article 2 paragraph (1) of the Minister of Manpower Regulation Number 6 of 2016 concerning religious holiday allowances for workers / laborers in companies, which states that employers are obliged to provide religious THR to workers / laborers who have worked for 1 (one) month regularly. continuous or so. The provisions of this article mean that if the employee has had a continuous period of one month's work, then the worker is entitled to THR and the employer is obliged to give the THR to the worker.

Indonesia is experiencing a COVID-19 pandemic which has disrupted economic activity. The current economic condition is far from ideal. Due to the uncertainty of the current economic conditions, it is not impossible that entrepreneurs will not be able to pay the THR in full. Or it is not impossible that the THR value given is not in accordance with what has been regulated by the government. On the one hand, of course this is not expected by the workers.

Based on this juridical problem, the author intends to conduct research that focuses on normative juridical aspects, and puts it in the form of a thesis with the title " Worker’s Rights To Big Day In The Middle Of Pandemic Covid 19".

2. METHOD RESEARCH

This research uses normative legal research. Soerjono Soekanto and Sri Mamuji present the notion of normative law or also known as literature law research. What is meant by normative legal research is legal research carried out by examining library materials or mere secondary data (Soekanto, 2010).

3. RESULTS AND DISCUSSION

Covid – 19

Covid-19 is a disease caused by severte acute respiratory syndrome coronavirus 2 virus. covid-19 can cause respiratory system disorders, ranging from mild symptoms such as flu, to lung infections, such as pneumonia. Covid-19 is a new type of disease caused by a virus from the coronavirus class, namely sars-cov-2 which is also often called the corona virus. The first case of this disease occurred in the city of Wuhan, China, at the end of December 2019. After that, Covid-19 spread between humans very quickly and spread to dozens of countries, including Indonesia, in just a few months.

Employment Agreement

The work agreement which in Dutch is called Arbeidsoverenkoms, has several meanings. Article 1601 a of the Civil Code provides the following meaning: "A work agreement is an agreement in which the first party (the worker), binds himself to under the orders of the other party, the employer for a certain time does work and receives wages".

Law No. 13 of 2003 concerning Manpower, Article 1 point 14 provides the meaning, namely: "A work agreement is an agreement between a worker / laborer and an entrepreneur or employer which contains the terms of employment, rights and obligations of both parties".

In addition to the normative understanding as mentioned above, Iman Soepomo argues that a work agreement is an agreement in which the first party (laborer) binds himself to work and receives wages from the second party, namely the employer, and the employer binds himself to employ workers by paying wages (Subekti, 2008).

Observing the definition of a work agreement according to the Civil Code as above, it appears that the characteristic of the agreement is "under the order of another party", under this order shows that the relationship between workers and employers is a relationship between subordinates and superiors (subordination). The entrepreneur as the socio-economic higher party gives orders to the worker / laborer who socio-economically has a lower position to perform certain jobs. The existence of this command authority is what distinguishes a work agreement from other agreements. Based on the definition of the work agreement above, several elements of the work agreement can be drawn, namely as follows (Paramitha, 2015);

a. There is an element of work
b. There is an Element of Order
c. There is a wage

Holiday Allowance

According to the provisions contained in article 1 paragraph 1 of the Minister of Manpower Regulation Number 6 of 2016 concerning Religious Holiday Allowances for Workers /

laborers in companies, it is stated that religious holiday allowances, hereinafter referred to as religious THR, are non-wage income that must be paid by employers to workers or laborers. or their family ahead of religious holidays. The provisions of the article explain that employers are obliged to give holidays allowance to workers before religious holidays outside of the stipulated wages.

Regarding workers' rights to receive holiday allowance, there are certain conditions that must be fulfilled by workers, namely they must have a minimum work period of one month continuously. As regulated in the provisions of Article 2 Paragraph 1 of the Minister of Manpower Regulation Number 6 of 2016 concerning Religious Holiday Allowances for Workers or Workers in Companies, which states that employers are required to provide religious holiday allowances to workers / laborers who have worked for 1 (one) month simultaneously. continuous or so. The provisions of this article mean that if the worker has had a continuous period of one month's work, the worker is entitled to receive THR and the employer is obliged to provide that THR.

With regard to the amount and procedure for giving religious holiday allowance, if the worker or laborer has a continuous work period of one year, the religious holiday allowance obtained is the same as the wage earned for one month, whereas if the worker has a service period of less than one year then the holiday allowance obtained is not the same as one month's wages but is calculated proportionally.

Regulated in the Regulation of the Minister of Manpower of the Republic of Indonesia No.6 of 2016 concerning Religious Holiday Allowances for workers or laborers in companies Article 3 Number 1, the amount of holiday allowance referred to is in Article 2 Paragraph (1), namely:

a. Workers / laborers who have worked 12 months continuously or more, are given 1 month of wages;
b. Workers / laborers who have a continuous work period of 1 month but less than 12 months, are given proportionately according to the working period with the calculation;

$$\frac{\text{Masa kerja}}{12} \; x \; 1 \text{ (satu)bulan Upah}$$

The wage in question is one month's wage as referred to in paragraph (1) consisting of the following wage components (Rozarie & Indonesia, 2017)

a. Wages without allowances constitute clean wages or,
b. The basic wage includes a fixed allowance.

The affirmation of the company's obligation to pay the Hari Raya Allowance in the midst of the Covid-19 pandemic is contained in the Circular of the Minister of Manpower No. M / 6 /

HI.00.01 / V / 2020 concerning the Implementation of 2020 Religious Holidays Allowances in Companies During the Corona Virus Disease 2019 (Covid-19) Pandemic, which are as follows:

1. Ensure that companies pay the Religious Holiday Allowance to workers / laborers in accordance with statutory provisions.
2. In the event that the company is unable to pay the Religious THR at the stipulated time in accordance with statutory regulations, a solution to this problem should be obtained through a dialogue process between the entrepreneur and the worker / laborer. The dialogue process is carried out in a friendly manner, based on transparent internal company financial reports and good faith to reach an agreement. The dialogue can agree on several things, including:
    a. If the company is unable to pay the THR in full at the specified time in accordance with the provisions of the laws and regulations, the THR can be paid in stages.
    b. If the company is not able to pay the THR at all at the time specified in accordance with the provisions of the laws and regulations, the THR payment can be postponed until a certain agreed period.
    c. Time and method of imposition of late fees for religious THR payments.
3. The agreement between the entrepreneur and the worker / laborer as referred to in number 2 is reported by the company to the local office that administers government affairs in the field of manpower.
4. The agreement regarding the time and method of payment of Religious THR and fines does not eliminate the obligation of employers to pay Religious THR and fines to workers / laborers in accordance with statutory provisions, and to be paid in 2020.

For workers who are not given their rights regarding holiday allowances (THR) after deliberation between the company and workers is not successful, workers can file a lawsuit against the law against the employer / company concerned to the Industrial Relations Court (PHI). As stated in Article 136 of Law no. 13 of 2013 concerning Manpower, namely:

1. Settlement of industrial relations disputes must be carried out by entrepreneurs and workers / laborers or trade / labor unions by deliberation to reach a consensus.
2. In the event that a deliberative settlement to consensus as referred to in paragraph (1) cannot be reached, the entrepreneur and the worker / laborer or the workers / labor union shall settle the industrial relations dispute through the industrial relations dispute settlement procedure which is regulated by law.

Legal Protection For Workers

Legal protection is all efforts to fulfill rights and provide assistance to provide a sense of security to witnesses and / or victims, legal protection of crime victims as part of community protection, can be realized in various forms, such as through the provision of restitution, compensation, medical services, and legal assistance (Marzuki, 2005);

The definition above invites several experts to express their opinions regarding the meaning of legal protection including (Marpaung, 2018);

1. According to Satjipto Raharjo, defining legal protection is providing protection to human rights that are harmed by others and this protection is given to the community so that they can enjoy all the rights provided by law.
2. According to Philipus M. Hadjon, legal protection is the protection of dignity, as well as recognition of human rights owned by legal subjects based on legal provisions from arbitrariness.
3. According to CST Kansil, Legal Protection is a variety of legal measures that must be provided by law enforcement officials to provide a sense of security, both physically and mentally from harassment and various threats from any party.
4. According to Philipus M. Hadjon, Legal Protection is as a collection of rules or rules that will protect one thing from other things. With regard to consumers, it means that the law provides protection for the rights of customers from something that results in the fulfillment of these rights.

According to Soepomo, the provision of legal protection for workers includes five areas of labor law, namely (Marpaung, 2018);

1. The field of employment / placement is the legal protection required by workers before they enter into an employment relationship, this period is often referred to as the pre-placement or briefing period.
2. The field of work relations, which is the period required by a worker since he entered into a working relationship with the entrepreneur. An employment relationship preceded by a work agreement. A work agreement can be made within a certain time limit or without a time limit called permanent workers.
3. In the field of occupational health, during a work relationship which is a legal relationship, workers must receive insurance for their health. Does the work environment can guarantee the health of his body in a relatively long time.
4. The field of job security is the existence of legal protection for workers for working tools used by workers. In a relatively short or long period of time it will be safe and there is a guarantee of work safety, in this case the state obliges employers to provide work safety tools for workers.

5. In the field of workers 'social security, Law Number 3 of 1992 concerning Workers' Social Security has been used.

Protection comes from the word Lindung which means shelter, hide. Protection means a place of refuge. With regard to legal protection for workers, it is basically shown to protect their rights.

Settlement of Industrial Relations Disputes through the Industrial Relations Court

Industrial relations are basically a legal relationship between employers and workers. There are times when the relationship is in conflict. Disputes can occur to anyone who is in a legal relationship.

Disputes in the field of industrial relations which have been known so far can occur regarding predetermined rights, or regarding employment conditions that have not been determined, whether in work agreements, company regulations, collective labor agreements, or statutory regulations.

The best dispute resolution is the settlement by the disputing parties so that results can be obtained that benefit both parties. For example, the bipartite settlement can be carried out through deliberation and consensus by the parties without interference by any party. As an effort to provide community services, especially to workers / laborers and entrepreneurs, the government is obliged to facilitate the settlement of industrial relations disputes (Kahfi, 2016)

There are four types of industrial relations disputes, namely:

1. Rights Disputes

   Imam Soepomo explained that disputes over rights are disputes that arise because one of the parties to a work agreement or labor agreement does not fulfill the contents of the agreement or violates legal provisions.

   Disputes over rights are also referred to as normative disputes, namely disputes over matters that have been regulated or have a legal basis. Even though it has been regulated or has a legal basis, it is not uncommon for the parties to violate it, the party who violates it sometimes thinks that the other party (worker / laborer) can be violated for all kinds of reasons, with arguments at their will, so that the workers are disadvantaged (or vice versa).). Differences in interpretation occur due to unclear explanatory limits in regulations and / or differences in judgments or legal facts and unclear limitations / rules (Putong, 2012).

2. Disputes of Interest

   Imam Soepomo explained disputes over interests, namely disputes over attempts to make changes in labor conditions, usually improvements in labor conditions which labor organizations demanded of their employers

3. Employment Termination Disputes

Disputes over termination of employment are described in Article 1 point 4 of Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes, which are "Disputes that arise because there is no conformity of opinion regarding the termination of employment relations carried out by either party". Disputes over termination of employment arise after termination of employment by one of the parties, in which there is a party who does not approve or object to the termination of the employment relationship. In other words, after a termination of employment, a dispute arises, namely the dispute over the termination of the employment relationship.

4. Disputes between trade unions / labor unions in one company

In line with the era of openness and democratization in the industrial world which is manifested by the freedom to form unions for workers / laborers, so that the number of trade / labor unions in a company can no longer be limited. With such conditions, it is possible for a company to have several trade / labor unions under different flags, which in carrying out their activities could potentially lead to conflict between one trade union and another, so that the industrial relations court will mediate for the dispute (Kahfi, 2016)

Article 1 point 5 of Law Number 2 of 2004 concerning Industrial Relations Dispute Settlement, explains that disputes between trade unions / labor unions and other workers / labor unions are only within one company, because there is no agreement regarding membership, exercise of rights and obligations. union of workers.

Industrial Relations Dispute Resolution Procedure

1. Bipartit

The bipartite solution is the first step that workers and employers must take as a family. Settlement through biparti must be pursued first through deliberative bipartite negotiations to reach consensus. This means that before a disputing party invites a third party to resolve the problem between them, it must first go through the negotiation stage of the parties which is commonly referred to as the bipartite approach.

In bipartite negotiations, the parties must:

a. Have good ethics;
b. Be polite and not anarchist;
c. Obey the agreed negotiation rules.

Based on Article 1 Paragraph 10 of Law Number 2 of 2004, bipartite negotiations are negotiations between workers / laborers or trade / labor unions and employers to resolve industrial relations disputes. The settlement of this dispute is regulated in the provisions of Article 3 to Article 7 of Law Number 2 of 2004.

Settlement through bipartite negotiations must be completed within 30 (three pulu) days. If one of the parties refuses to negotiate or has conducted negotiations, but does not reach an agreement, the bipartite negotiation is deemed a failure.

If the bipartite negotiations are successful in reaching an agreement, a collective agreement is made that is binding and becomes law and must be implemented by the parties. This collective agreement must be registered by the parties who entered into the agreement at the industrial relations court at the state court where the parties entered into a collective agreement. In the event that the collective agreement is not carried out by one of the parties, then the injured party can submit a request for execution at the Industrial Relations Court at the Negri Court in the area of the agreement to be registered to get an order of execution.

If through bipartite negotiations there is no agreement between the two parties to resolve the dispute through bipartite, before it is submitted to the Industrial Relations Court, or especially for disputes over rights, it must first be resolved through mediation.

2. Mediation

Conceptually, mediation comes from English which means intermediary, while in Dutch it is called medio which means middle and in the Big Indonesian Dictionary, mediation means mediating. Mediation is a negotiation that involves a third party who has expertise in effective mediation procedures and can assist in conflict situations to coordinate their activities so that they are more effective in the bargaining process, if there is no negotiation, there is no mediation.

Meanwhile, the definition of mediation in industrial relations is the settlement of disputes over rights, disputes over interests, disputes over termination of industrial relations, and settlement of disputes between trade unions / labor unions within one company only through deliberations mediated by one or more neutral mediators.

Industrial Relations Mediators, hereinafter referred to as mediators based on Article 1 Number 12 Law Number 2 of 2004 concerning Industrial Relations Dispute Settlement, are:

"Government agency employees who are responsible for the field of manpower who meet the requirements as mediators set by the minister to be in charge of mediation and have the obligation to provide written advice to the disputing parties to resolve disputes over rights, disputes over interests, disputes over termination of employment. and disputes between trade unions / labor unions within one company ".

Settlement of disputes through mediation is carried out by a mediator who is in each agency office located in each district / city manpower office. Within no later than seven working days after receiving a written request, the mediator must have conducted an investigation into the status of the case and immediately hold a mediation hearing. In this case

an agreement is reached to settle industrial relations disputes through mediation, a collective agreement is signed by the parties and acknowledged by the mediator and is registered at the Industrial Relations Court at the State Court where the parties enter into a collective agreement to obtain a proof of registration deed.

The Industrial Relations Court is a special court whose task is to resolve disputes / disputes between entrepreneurs or a combination of employers and workers / laborers or workers / labor unions because of disputes over termination of employment and disputes between trade unions / labor unions in one company.

Settlement of disputes through the industrial relations court in Law Number 2 of 2004 is regulated in Article 81 to Article 115. The industrial relations court is a special court within the general court environment. It is called special court because it has special characteristics in terms of:

a. Limited or special powers
b. There are ad-hoc judges
c. The existence of special rules (les specialis), such as legal counsel, filing a lawsuit, procedural law, examination, settlement period, court fees, and legal remedies

In terms of resolving industrial relations disputes, the industrial relations court is given the authority to examine and decide on the following matters:

1) The first level concerns rights disputes
2) At the first and last level regarding disputes over interests
3) At the first level, it concerns termination disputes
4) At the first and last level regarding disputes between trade unions in one company

Application of Sanctions

The government has issued a Minister of Manpower Regulation concerning Procedures for Imposing Administrative Sanctions on Wages. The regulation, which was enacted and promulgated on June 6, 2016, contains four chapters which are divided into 41 articles. Included that are regulated are the types of administrative sanctions that can be imposed on business actors who violate the Wage PP.

Administrative sanctions that can be given are in the form of a written warning; restrictions on business activities; temporary cessation of part or all of the means of production; and freezing of business activities. A written warning is a written warning of a violation committed by an entrepreneur against the laws and regulations governing wages.

Limitation of business activities is the limitation of production capacity in the form of goods or services within a certain time and / or a delay in granting business licenses in one or several locations for companies that have projects in several locations. Temporary cessation of part

or all of the means of production means not operating part or all of the means of production in the form of goods or services within a certain time. Freezing business activities means stopping the entire production process of goods and services in a company within a certain time.

There are six violations that can be subject to administrative sanctions:

a. Not paying religion to workers / laborers,
b. Do not distribute to workers / laborers,
c. Does not compile and does not inform all workers / laborers.,
d. Do not pay wages until past the period of time,
e. Does not comply with the obligation to pay a fine,
f. Deduct wages by more than 50 percent of each wage payment received by workers / laborers.

Administrative sanctions are given based on the results of the inspection by the officer. The results of the examination are written in an examination note. Labor inspectors submit reports of non-compliance with employers who do not carry out inspection notes to relevant officials such as the Director General of Labor Inspection at the Ministry of Manpower and the Head of the Provincial Manpower Office. Then, the Director General or Head of Service recommends the authorized official to impose administrative sanctions.

Administrative sanctions for violations of the payment of the holiday allowance in the form of a written warning and restrictions on business activities. Written warning is given once within a maximum period of 3 calendar days. Entrepreneurs who do not fulfill their obligations until the end of the written warning period may be recommended to be subject to administrative sanctions in the form of restrictions on business activities. The business activity restriction applies until the entrepreneur has fulfilled the obligation to pay the holidays allowance.

Entrepreneurs who do not carry out their obligations until the end of the period of sanctions for temporary suspension of part or all of the means of production may be recommended to be sanctioned with freezing business activities. The imposition of administrative sanctions does not eliminate the obligation of employers to pay fines for late payment of wages and interest as regulated in statutory regulations.

Minister of Manpower Regulation also regulates administrative sanctions for violations of the payment of fines. Employers who violate the provisions of work agreements, company regulations or collective working agreements due to their deliberate intent or negligence will be subject to fines if they are strictly regulated in work agreements, company regulations or collective working agreements.

Entrepreneurs who are subject to administrative sanctions and have fulfilled their obligations must notify the official giving the sanctions. Then the official lifted the administrative

sanction based on the recommendation from the Ministry or the agency that held government affairs in the local manpower sector.

Article 40 Permenaker regulates administrative sanctions for violations of the provisions on the structure and scale of wages do not apply to entrepreneurs who have not prepared and expected the structure and scale of wages until the set period. Referring to Article 63 letter b of the Wage PP, entrepreneurs who have not yet compiled and implemented a wage structure and wage scale are required to prepare and apply a wage structure and scale based on the Wage PP and attach it to the application for a maximum of two years from the enactment of the Wage PP.

4. CONCLUSSION

Every worker is still entitled to the right to holiday allowances because The government through the Ministry of Manpower emphasizes that the provision of holiday allowances to workers / laborers is still carried out in accordance with the provisions of the prevailing laws and regulations. In addition, if the company is unable to pay the Hari Raya Allowance in full or is unable to pay holiday allowances at all to workers on time, the company can pay the Hari Raya Allowance in stages or at other times based on the agreement between the company and the worker, provided that pending payment of the Hari Raya Allowance must be paid in 2020. The affirmation of the company's obligation to pay the Hari Raya Allowance in the midst of the Covid-19 pandemic is contained in the Circular of the Minister of Manpower No. M / 6 / HI.00.01 / V / 2020 concerning the Implementation of 2020 Religious Holidays Allowances in Companies During the Corona Virus Disease 2019 (Covid-19) Pandemi

Legal measures for workers who do not have the right to holiday allowances in the midst of the Covid-19 pandemic include bipartid and mediation efforts. Then if the mediation point does not find a solution, then a lawsuit can be filed through the industrial relations court.

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