



Juridical analysis of the rights of workers who are terminated due to refusal of mutation in terms of law no. 13 of 2003 concerning labor manpower

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Abstract: Workers in Indonesia have the right to reject mutations, as stated in Article 32 paragraph (1) letter b of Labor Law No. 13 of 2003. This provision allows workers to refuse changes in employment conditions, including relocation, if these alterations violate employment agreements, company rules, or legal statutes. The research, following a normative approach and using secondary data sources, highlights that workers can refer to Articles 31 and 32 to assess the compatibility of mutations with existing regulations. Termination of employment, as defined in Article 1 Point 25 of the Labor Law, can occur due to specific events resulting in the cession of rights and obligations between workers and employers. Rejection of mutations may lead to termination, according to Article 161 of Law No. 13 of 2003, with a mandatory issuance of warning letters. Disputes can be resolved through the Industrial Relations Court or alternative mechanisms, including Bipartite, Tripartite, Mediation, Conciliation, and Arbitration. If out-of-court attempts fail, the Industrial Relations Court serves as the final resolution step, involving filing a lawsuit and examination procedures in the local court.

Keywords: layoffs; transfers; workers.

1. Introduction

Termination of employment can occur in an employment relationship. The onset of termination of employment is due to a discrepancy of opinion regarding the termination of employment relations carried out by one of the parties (Anggraini, 2023; Chamdani et al., 2022; SA Putri et al., 2022). If a worker experiences termination due to the expiration of the working period specified in the employment agreement, then the termination is valid because the two parties mutually agree and are aware of this. It is a different case if a worker is dismissed due to a dispute that causes consequences for each party.

The rules related to job transfer do not have a special article that regulates it, but Article 31 and Article 32 of Law Number 13 of 2003 concerning Manpower explain related to job placement which states "Every worker has the same rights and opportunities to choose, get, or move jobs and get a decent income at home or abroad" (Said, 2019; Widodo & Belgradoputra, 2019). And in Article 32 states "the placement of labor is carried out based on the principle of open, free, objective, and fair, and equal without discrimination" (Erlangga, 2017).

The placement of workers in the employment agreement should fulfill the open principles, which means that it is open in terms of providing information related to the type of work, wages, and working hours and is needed to protect workers so as to avoid disputes after workers are placed (Sanjaya & Hamdani, 2021). Contain the principle of freedom which means that workers are free to choose the type of work and employers are free to choose labor (Juniardi & Hapsari, 2021; Solikhah, 2018), so it is not justified that job seekers are forced to accept a job and employers are not justified to be forced to accept the labor offered (F. Putri et al., 2023; Satya, 2019).

Contain objective principles, which means that the employer offers work that is suitable for his abilities and takes into account the public interest (Charda, 2014; Widodo & Belgradoputra, 2019). Furthermore, the employment agreement must contain justice, which means that it is equal in terms of job placement based on work ability and not

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based on race, gender, skin color, religion and political sect (Harefa & Karina, 2023; Rizqiyah, 2023). And in Islamic law, it is required to strengthen contracts so that the rights of both parties in the employment relationship are guaranteed.

Because the mutation was carried out by the company without the agreement of the worker, the refusal of the mutation was carried out by the worker which resulted in the worker being terminated by being qualified as resigning due to absenteeism by the company. Due to the qualification of resignation due to absenteeism, as a result, workers do not get compensation rights for the determination of termination of employment as in Article 156 of Law No. 13 of 2003 concerning Manpower where workers are entitled to compensation rights for termination of employment in the form of severance pay, long service award money, and compensation money.

Law No. 13 of 2003 concerning Manpower provides legal protection for workers in Indonesia (Ramadhan et al., 2021; Wildan, 2017). One of the rights guaranteed by the Law is the right not to be terminated unilaterally by employers. However, in reality there are still cases of layoffs carried out by employers on the grounds of refusal to transfer (Aprita, 2022; Herdiana, 2018).

Refusal of transfer is a worker's right regulated in Article 32 paragraph (1) letter b of Law No. 13 of 2003 concerning Manpower (Razzak et al., 2023; Surya, 2018). The article states that workers have the right to refuse changes in working conditions, including transfer of workplace, if such changes are contrary to the work agreement, company regulations, or the Law (Sidabariba, 2021; Wicaksana & Hoesin, 2022).

Workers further argued that they should be qualified under Article 48 or Article 52 of Government Regulation No. 35 of 2021 on Specified Time Work Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment which essentially states that Employers may terminate the employment of Workers/Laborers by reason of an application for termination of employment submitted by Workers/Laborers on the grounds that the Employer commits an act as referred to in Article 36 letter g which is the Employer commits an act of ordering Workers/Laborers to carry out work other than that agreed upon. Article 52 essentially states that Employers may terminate the employment of workers/laborers on the grounds that the workers/laborers have violated the provisions stipulated in the Work Agreement, Company Regulation, or Collective Labor Agreement and have previously been given the first, second, and third consecutive warning letters (Purnomo & Soekirno, 2022; Sonhaji, 2019). However, in reality there are still employers who terminate workers on the grounds of refusal to transfer. This is of course detrimental to workers who lose their jobs and is also contrary to the rights guaranteed by law. Based on this background, a juridical analysis of the rights of workers who are dismissed due to refusal of transfer in terms of Law No. 13 of 2003 concerning Manpower will be carried out.

2. Materials and Methods

This research is normative research. The source of data in this research is secondary data, data obtained from literature research in the form of Legislation such as the Civil Code, Law No.3 of 2003 concerning Manpower. The data collection tools used in this research are document studies and literature searches. The data obtained from library materials is then analyzed by document study and using qualitative analysis, namely by using exposure to data obtained from literature rationally and objectively through positive legal principles that can be used as discussion and conclusions in this study.

3. Results and Discussion

3.1 *Rights of workers who are laid off due to rejection of transfer according to Law no. 13 of 2003 concerning Employment*

Transfers are only limited to transferring workers/laborers from 1 (one) place to another (Sinambela, 2021). The basis for employers to carry out transfers is: First, work

performance. Work performance is the appearance of the work of human resources in a company. Work performance can be the performance of individuals or human resource work groups. Basically, work performance is an evaluation of the appearance of work results. If the work is carried out in accordance with or exceeds the job description, then the work has been successfully carried out well. If work performance shows results below the job description, then the job implementation is not good. Thus, work performance can be defined as a formal process carried out to evaluate the level of work implementation or work performance of a worker/laborer and provide feedback regarding the appropriateness of the level of work performance.(Sidabariba, 2021). Second, the employment relationship between employers and workers/laborers and/or workers/labor unions. The working relationship between the Employer and the Worker/Labourer is regulated in a work agreement and the work relationship between the Employer and the Worker/Labor Union in 1 (one) Company is regulated in a collective work agreement.

Based on the provisions of Article 1 number 14 of Law Number 13 of 2003 concerning Employment, the definition of a work agreement is an agreement between the Employer and the Worker/Labourer which contains the terms of employment, rights and obligations of the parties.(Situmorang, 2013). Like agreements in general, by making a labor agreement, rights and obligations will arise for each party. Workers/Labourers have the right to receive wages from the results of their work, while entrepreneurs are obliged to pay wages in other forms.

Based on the explanation above, it can be concluded that basically the placement of workers from one region to a certain region must pay attention to the provisions of Article 32 of the Manpower Law. Then regarding the rights that can be received if placed in another area, the first thing you need to pay attention to is that the salary received cannot be below the minimum wage in the area where you will be placed. This is strictly regulated in Article 90 paragraph (1) of the Manpower Law which reads: "Employers are prohibited from paying wages lower than the minimum wage as intended in Article 89".

Workers or laborers can use Article 31 and Article 32 of the Manpower Law if they are transferred by employers or employers whether the transfer is in conflict or not. The meaning of termination of an employment relationship according to Article 1 Point 25 of the Employment Law is: "Termination of an employment relationship due to a certain matter which results in the end of the rights and obligations between the worker or laborer and the entrepreneur."

In Indonesia itself, legal problems regarding employment still occur very often. The existence of rights that workers should have, but are not provided by the company where they work, is a problem that continues to this day. One of the legal problems in the field of employment is Termination of Employment (PHK).(Maulinda et al., 2016).

This Job Creation Law does not change the entire Employment Law and is stated to remain in effect, this is in accordance with Article 185 of the Job Creation Law as well as the scope of protection for workers/laborers as regulated in CHAPTER X Part One of the Law. Law Number 13 of 2003 concerning Employment, namely: " (a) Protection of

the basic rights of workers/laborers to consult with employers; (b) Protection of worker safety and health; (c) Special protection for women workers/laborers, children and people with disabilities; And (d) Protection of workers' wages, welfare and social security(Wibowo & Herawati, 2021)."

3.2 Provisions for Unilateral Transfer Actions in Employment Agreements as Reasons for Termination of Employment Relations

Refusal to transfer by workers/laborers can be considered to have violated the work agreement because they refuse or do not carry out work orders. Work agreements are usually carried out during interviews regarding the readiness of prospective workers/laborers, job placement, and so on. The company itself has the right to carry out mutations as stated in Law No. 13 of 2003.

If a transfer is rejected due to refusing a work order from the company, it can result in termination of employment (PHK). In Article 161 of Law No. 13 of 2003 concerning Employment, before implementing employment termination, the company will first send a first, second and third warning letter to workers/laborers in a company. Then Article 168 explains that if employees go on strike for 5 (five) consecutive days without clear explanation, then the entrepreneur/company can lay off workers because it is considered that the worker/laborer has resigned.

When a worker refuses a transfer, this can trigger a number of problems and repercussions that can affect both the worker themselves and the company they work for. In the Indonesian context, Law no. 13 of 2003 concerning Manpower is the legal basis that regulates the rights and obligations of workers and employers in cases of rejection of transfers. It is the qualification of Workers' resignations by the Company that is the cause of further problems because the Workers will only receive compensation money according to the provisions and separation money, the amount of which is regulated in the Work Agreement, Company Regulations or Collective Work Agreement, this is in accordance with the provisions of Article 50 letters a and letter b Government Regulation Number 35 of 2021 concerning Specific Time Work Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment Relations.

Organizational downsizing strategies are one of these alternatives. So, these things result in layoffs that cannot be accepted by various workers/labor parties, in fact the Job Creation Law regulates the reasons for understanding layoffs carried out by parties. entrepreneur or company. This amendment by the Job Creation Law does not change the entire Employment Law and is stated to remain in effect, this is in accordance with Article 185 of the Job Creation Law. The Job Creation Law can also be called a sweeping law because it is able to replace several legal norms in one regulation.

3.3 Efforts to resolve conflicts with workers who refuse transfers without carrying out unilateral layoffs

The legal remedies available for workers/employees who refuse to be transferred, the government must provide legal certainty to workers/employees and the company

if a dispute occurs between them due to the existence of an employment relationship or a labor union. In § 52 par. Articles 1 to 5 of the Manpower Law regulate: (a) Applications for determination are submitted in writing to labor dispute resolution bodies stating the underlying reasons; (b) An application for determination based on paragraph 1 can be accepted by the employment relations dispute settlement institution if it has been considered in accordance with Article 151.

A decision on an application to accept an employment relationship can only be taken by the Employment Relations Dispute Settlement Institution if it turns out that the intention to terminate the employment relationship has been agreed upon, but negotiations have failed.(Pradima, 2013).

Labor disputes can be resolved in the Labor Court and outside the court. The following are procedures for resolving disputes in the industrial sector(Dajayadi, 2022):
Out-of-court settlement:

a. Bipatriate

Bipatrit is the first step in resolving industrial relations problems. This is based on the first paragraph. 1 Law no. 2 of 2004 concerning Settlement of Labor-Industrial Disputes which states that bipatriate negotiations are negotiations between workers/laborers or trade/labor unions and employers to resolve industrial relations disputes.

In implementing bipatrit, the company and workers/employees negotiate or by mutual agreement a collective agreement is made and signed by the parties involved. Then the parties implementing the agreement must register the collective agreement with the labor relations court at the district court in the area where the parties entered into the collective agreement.

In the event that bipatriate negotiations fail as intended in Article 3 par. 3, one or both parties report the dispute to the agency responsible for regional employment by attaching evidence that efforts have been made to resolve the dispute through bipatriate negotiations.

b. Tripartite

Tripartite negotiations generally involve third parties in resolving industrial relations disputes. In law no. 2 of 2004 concerning Settlement of Labor Law Disputes regulates that the third party involved in resolving labor law disputes is a mediator, conciliator or arbitrator. Tripartite settlement efforts can only be made if tripartite settlement efforts have been made.

The following is an attempt at a tripartite solution:

a. Mediation

Mediation is a dispute over rights, interests and termination of employment relations as well as disputes between workers/labor unions in one company through negotiation or negotiations mediated by a mediator determined by UUPPHI.

In Article 10 of Law no. 2 of 2004 regulates that the mediator, no later than 7 working days after receiving dispute resolution authority, must conduct an

investigation into the circumstances of the case and immediately hold a mediation meeting.

Mediators who act as peacekeepers in mediating disputes between companies and workers/employees are appointed/appointed by the government and appointed by the Minister of Human Resources.

Of course the mediator must fulfill the requirements stipulated in Article 9 of Law no. 2 of 2004. Article 15 explains that mediators must carry out their duties no later than 30 working days after receiving authority to resolve disputes from Article 4 paragraph 1.

If an agreement is reached during the mediation process to resolve the dispute, a joint agreement is made and signed by the parties, then the mediator submits an application to the Labor Court at the local district court. However, if the mediation process fails, reconciliation could occur.

b. Procedure for settlement

Conciliation can be carried out at the local District Court registration office, where the official conciliator is appointed by the Minister of Human Resources. If you want to become a conciliation officer, you must fulfill the requirements of Article 19 of Law no. 2 in 2004.

The conciliator invites the parties to the dispute and if an agreement is reached, enters into a mutual agreement, which he initiates and records at the local district court.

c. Arbitrage

Arbitration procedures in employment relations are regulated in Law no. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution "Third parties outside the arbitration agreement can participate and take part in the process of resolving disputes through arbitration if this is an element of interest and their participation is approved by the parties to the dispute and approved by the arbitrator or arbitration panel that examine the dispute in question. The parties to the dispute can choose their own arbitrator appointed by the minister responsible for human resources.

If an agreement is reached, the arbitrator must make a peace agreement signed by the parties, in the presence of the arbitrator or panel of arbitrators, as intended in Article 44 of Law no. 2 in 2004.

Mediation is a negotiated problem resolution process in which an impartial and neutral outside party works with the parties to a dispute to help them reach a satisfactory solution. Unlike a judge or arbitrator, a mediator does not have the authority to decide the parties' disputes. However, in this case the parties give authority to the mediator to help them resolve the dispute between them.

If you have tried to resolve the dispute out of court and no agreement or settlement has been reached, as a last resort, you can resolve the dispute through an employment tribunal at your local district court. The stages of resolving labor sector disputes in the District Court are filing a lawsuit and the investigation process.

Lawsuits relating to labor relations are submitted to the labor relations court at the district court in the area where the worker works. Submission of a lawsuit must be accompanied by a note of settlement through mediation, conciliation or arbitration, after which the party filing the lawsuit will receive the file back.

After filing a lawsuit, the district court forms a panel consisting of 1 chairman and 2 member judges, which reviews and decides the dispute within seven working days. The process of handling disputes that arise in employment relationships can be carried out in two ways, namely: a) handling according to customary procedures; and b) a brief overview.

This section may be divided by subheadings. It should provide a concise and precise description of the experimental results, their interpretation, as well as the experimental conclusions that can be drawn.

4. Conclusions

The rights of workers who are dismissed due to refusal of transfer can benefit from Article 31 and Article 32 of the Labor Law if transferred by the employer, regardless of whether the transfer is violated or not. What is meant by termination of employment according to number 25 of Article 1 of the Labor Relations Act is: "Termination of employment due to a certain reason, which results in the end of rights and obligations between the worker or employees and the employer." This termination of employment, based on the provisions of § 150 of Labor Law no. 13 of 2003, includes layoffs at business entities incorporated or not, individually owned, owned by associations or legal entities, both private and state, as well as at social enterprises and other business entities that have managers and employ other people through payment or other forms of compensation.

Provisions regarding unilateral mutation in employment contracts become the basis for termination of employment, because companies have the authority to manage personnel including mutation, but this authority is still limited by labor laws and regulations. If the company decides to dismiss workers due to refusal to transfer or other unilateral actions, the company must follow the procedures specified in the Employment Relations Law. If the company carries out the transfer without the consent of the workers, then it can be considered as a unilateral action that can violate workers' rights. It is important to note that these terms and conditions may vary depending on the applicable company regulations and employment contracts and labor laws in force at any given time. If a dispute arises, consult a labor law expert, who will provide you with the appropriate advice for your particular case.

Labor disputes can be settled in the Labor Court and out of court. The procedures for resolving disputes in the industrial sector are: Out-of-court settlement consisting of Bipatrit, Tripatrit, Mediation, Settlement, Arbitration. If you have tried to settle the dispute out of court and no agreement or settlement is reached, as a last resort, you can settle the dispute through the labor court at the local district court. The stages of resolving labor sector disputes at the District Court are the filing of a lawsuit and the investigation process. A lawsuit relating to labor relations is filed with the labor relations court at the district court in the area where the worker works. The filing of the lawsuit must be accompanied by a record of settlement through mediation, conciliation or arbitration, after which the party filing the lawsuit will receive the file back. This section is not mandatory but can be added to the manuscript if the discussion is unusually long or complex.

References

Anggraini, E. S. (2023). Peran Serikat Pekerja Dalam Hal Perselisihan Hubungan Kerja Yang Berdampak Pada Pemutusan

- Hubungan Kerja. *Jurnal Syntax Admiration*, 4(3), 349–361.
- Aprita, S. (2022). Merajut Kepastian Hukum dan Keadilan. *Jurnal Kepastian Hukum dan Keadilan*, 4(1).
- Chamdani, B. E., Kusnadi, S. A., & Nobella Indrajaja, S. (2022). Perlindungan Hukum Terhadap Pekerja/Buruh Yang Putus Hubungan Kerja Sebelum Masa Kontrak Kerja Berakhir. *Jurnal Kepastian Hukum dan Keadilan*, 4(1), 1–16.
- Charada, U. (2014). Reformasi Politik Hukum Ketenagakerjaan Dalam Kebijakan Pemerintah Indonesia. *Jurnal Wawasan Yuridika*, 31(2), 121–153.
- Dajayadi, H. (2022). Penyelesaian Perselisihan PHK di Masa Pandemi Covid-19 di Luar Pengadilan Hubungan Industrial. *NOVUM ARGUMENTUM*, 1(1), 1–11.
- Erlangga, R. F. (2017). Mutasi Terhadap Kinerja Karyawan pada PT Kereta Api Indonesia (Persero) Daerah Operasi Jakarta. *Jurnal Ekonomi dan Bisnis*, 1(1).
- Harefa, N., & Karina, I. (2023). Pertanggungjawaban Pidana Pelaku Tindak Pidana Penipuan Dalam Perekrutan Tenaga Kerja Indonesia (TKI). *Innovative: Journal Of Social Science Research*, 3(6), 8013–8027.
- Herdiana, D. (2018). Pemutusan hubungan kerja karena kesalahan berat ditinjau dari undang-undang nomor 13 tahun 2003 tentang ketenagakerjaan dan undang-undang nomor 2 tahun 2004 tentang penyelesaian perselisihan hubungan industrial. *Jurnal Surya Kencana Dua Dinamika Masalah Hukum dan Keadilan*, 5(1).
- Juniardi, K., & Hapsari, D. R. I. (2021). Penerapan asas kebebasan berkontrak dan proporsionalitas dalam perjanjian kerja antara pengusaha dan pekerja di Banjarmasin. *Indonesia Law Reform Journal*, 1(2), 257–272.
- Maulinda, R., Dahlan, D., & Rasyid, M. N. (2016). Perlindungan Hukum bagi Pekerja Kontrak Waktu Tertentu dalam Perjanjian Kerja pada PT. Indotruck Utama. *Kanun Jurnal Ilmu Hukum*, 18(3), 337–351.
- Pradima, A. (2013). Alternatif Penyelesaian Perselisihan Hubungan Industrial di Luar Pengadilan. *DiH: Jurnal Ilmu Hukum*, 9(17), 240017.
- Purnomo, P., & Soekirno, S. (2022). Akibat Hukum Pemutusan Hubungan Kerja Secara Sepihak Oleh Pengusaha. *Krisna Law: Jurnal Mahasiswa Fakultas Hukum Universitas Krisnadwipayana*, 4(1), 49–58.
- Putri, F., Rahmayani, N., & Suryamizon, A. L. (2023). KEWAJIBAN PERUSAHAAN TERHADAP PENGEMBALIAN IJAZAH PEKERJA SETELAH PERJANJIAN KERJA BERAKHIR. *SAKATO LAW JOURNAL*, 1(2), 240–248.
- Putri, S. A., Karsona, A. M., & Singadimedja, H. (2022). Dirumahnya Pekerja yang Berujung Pemutusan Hubungan Kerja (PHK) pada Masa Pandemi Covid-19 secara Sepihak Berdasarkan Penyelesaian Sengketa Ketenagakerjaan Secara Non Litigasi. *ADHAPER: Jurnal Hukum Acara Perdata*, 8(1), 167–182.
- Ramadhan, M. R., Kamal, M., & Mamonto, M. A. W. W. (2021). Omnibus Law in Indonesia: Legal Protection of Workers in Employment Contracts. *Golden Ratio of Law and Social Policy Review*, 1(1), 7–16.
- Razzak, M. D., Wibisono, A., & Fitriani, A. (2023). Perlindungan Hukum Tenaga Kerja Terhadap Pemutusan Hubungan Kerja Disebabkan Menolak Mutasi. *Perfecto: Jurnal Ilmu Hukum*, 1(2), 83–92.
- Rizqiyah, A. N. A. (2023). PENERAPAN KUALIFIKASI KERJA BERPENAMPILAN MENARIK DALAM KONTEKS HAM DAN KEADILAN SOSIAL. *PUSKAPSI Law Review*, 3(1), 22–36.
- Said, M. (2019). KEDUDUKAN TENAGA KERJA DALAM PELAKSANAAN PERJANJIAN PERBURUHAN MENURUT UNDANG-UNDANG NOMOR 13 TAHUN 2003. *LEX PRIVATUM*, 6(7).
- Sanjaya, R., & Hamdani, A. U. (2021). Model Sistem Penunjang Keputusan Untuk Menentukan Perpanjangan Kontrak Kerja Motivator Menggunakan Metode Saw Pada Yayasan Pengembangan Anak Indonesia Bimba Aiueo. *IDEALIS: InDonEsiA journal Information System*, 4(2), 167–176. <https://doi.org/10.36080/idealis.v4i2.2855>
- Satya, Y. P. T. P. (2019). PELAKSANAAN KESELAMATAN DAN KESEHATAN KERJA TERHADAP PEKERJA OLEH PERUSAHAAN PENYEDIA JASA KONSTRUKSI (STUDI KASUS DI PT FORMULA LAND). UAJY.
- Sidabariba, M. T. (2021). Perlindungan Hukum Dalam Pemutusan Hubungan Kerja Karena Menolak Mutasi Berdasarkan Undang-Undang Nomor 13 Tahun 2003 Tentang Ketenagakerjaan. *Jurnal Hukum Samudra Keadilan*, 16(1), 62–85.

- Sinambela, L. P. (2021). *Manajemen Sumber Daya Manusia: Membangun tim kerja yang solid untuk meningkatkan kinerja*. Bumi Aksara.
- Situmorang, R. (2013). Tinjauan Yuridis Tentang Perjanjian Kerja Bersama Ditinjau Dari Undang-Undang Nomor 13 Tahun 2003 Tentang Ketenagakerjaan. *Lex Privatum*, 1(1).
- Solikhah, S. (2018). ASAS KEBEBASAN BERKONTRAK DALAM PERJANJIAN KERJA ANTARA TANAMAS INDUSTRY COMMUNITY DENGAN KARYAWAN DI KOTA CIREBON. *Notarius*, 11(2), 194–211.
- Sonhaji, S. (2019). Analisis Yuridis Pemutusan Hubungan Kerja Akibat Kesalahan Berat Pekerja. *Administrative Law and Governance Journal*, 2(1), 60–78.
- Surya, D. M. (2018). Pemutusan Hubungan Kerja Pada Pekerja/Buruh Dengan Dasar Menolak Mutasi Ditinjau Dari Perspektif Asas Kepastian Hukum Dan Asas Keadilan. *Jurnal Wawasan Yuridika*, 2(2), 169–186.
- Wibowo, R. F., & Herawati, R. (2021). Perlindungan bagi pekerja atas tindakan Pemutusan Hubungan Kerja (PHK) secara sepihak. *Jurnal Pembangunan Hukum Indonesia*, 3(1), 109–120.
- Wicaksana, A. D., & Hoesin, S. H. (2022). ANALISIS PEMUTUSAN HUBUNGAN KERJA TERHADAP PEKERJA YANG MELAKUKAN PENOLAKAN MUTASI (Studi Kasus Putusan Pengadilan Hubungan Industrial No. 155/Pdt. Sus-PHI/2019/PN. JKT. PST). *JISIP (Jurnal Ilmu Sosial dan Pendidikan)*, 6(4).
- Widodo, H., & Belgradoputra, R. J. (2019). Perlindungan Pekerja Migran Indonesia. *Binamulia Hukum*, 8(1), 107–116. <https://doi.org/10.37893/jbh.v8i1.42>
- Wildan, M. (2017). Perlindungan Hukum Tenaga Kerja Kontrak Dalam Perjanjian Kerja Waktu Tertentu Berdasarkan Undang-Undang No. 13 Tahun 2003 Tentang Ketenagakerjaan. *Jurnal Hukum Khaira Ummah*, 12(4), 833–841.