

VALIDITY OF TERMINATION OF EMPLOYMENT BY EMPLOYERS TO WORKERS DUE TO PROBLEMS ONLINE LOAN BILLING

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Abstract

Currently, workers are being terminated due to problems because online loan collection has occurred. This research aims to analyze the legality of termination of employment by employers against workers because of loan collection problems online from a labor law perspective. Research on this law is normative legal research with two approaches, namely statutory and conceptual approaches. Research results concluded that the termination of employment was due to problems with online loan collection can be declared legally valid if meets all three cumulative requirements to qualify for the cause termination of employment due to appropriate labor violations of Article 154 A paragraph (1) letter k Act on Concerning Manpower jo. Act on Job Creation.

Keywords: validity, online loans, debt collection, termination of employment

INTRODUCTION

The rapid development of the internet and technology has given birth to various technology-based industries, which are in line with current human mobilization and needs which continue to increase and accelerate, necessitating the existence of facilities that can cover all human needs. This reason is also the basis for the birth of financial technology as a new form of innovation in the industry of the financial sector (Purwanto, Yandri, and Yoga, 2022). There are at least 5 types of Financial Technology known in Indonesia, namely financial technology which is a payment system, investment management and risk management, market support, loans, financing and capital provision, and the fifth is other financial services, as can be understood from the provisions of the Regulations. Central Bank of Indonesia Regulation Number 19/12/PBI/2017 on Implementation of Financial Technology (hereinafter referred to as "PBI on Implementation of Fintech") (Gunawan, 2021). This type of financial technology which operates in the fields of lending, financing, and providing capital is also commonly known as fintech peer-to-peer lending (hereinafter referred to as P2P lending) or what is also known as online lending (Putri, 2023). In general, online loans are defined as a method of providing loans to borrowers, whether in the form of entities or individuals, so that *a contrario* can be interpreted as meaning that borrowers can also apply for loans to lenders (Budiyanti, 2019).

The latest data from the Financial Services Authority (OJK) statistic that as of 9th March 2023, the total of legal online loans was 102 companies (Otoritas Jasa Keuangan, 2023). This figure actually does not include the number of illegal online loans, namely online loan companies that have not received business permits from the OJK. The number of online loans based on OJK data certainly shows the proliferation of online loans currently in Indonesia, which shows that society is currently switching from traditional financial systems to digital financial systems such as online loans (Purwanto, Yandri, and Yoga, 2022). The shift in people's preferences from using traditional financial systems to digital financial systems, one of which is through online loans, can be seen not only from the number of companies that facilitate online loans. But also from the increase in the total of funds channeled to the public as borrowers through companies or online lending institutions. The latest P2P lending statistical data released by the OJK as of July 2023, namely in table 18 regarding the accumulation of loan disbursement to loan recipients based on location, clearly shows that in 2023, until July 2023 there will be a quite significant increase in the amount of loan funds flowing. Distributed to the loan recipient or borrower. For example, on the island of Java, in January 2023 the total flow of loan funds disbursed (in billions of rupiah) was 447,159.33,- and continued to increase until July 2023 reaching 534,311.19,-. This increase did not only occur on the island of Java, but in OJK statistical data it can be seen that the increase in the distribution of funds to borrowers also occurred in locations outside Java (Otoritas Jasa Keuangan, 2023).

The presence of online loans in Indonesia is actually the answer to supporting the implementation of the creative economy in Indonesia. The creative economy regulated in the Act Number 24/2019, is currently one of the important sectors in Indonesia because of its large contribution to the country, such as having the impact of reducing the unemployment rate due to new job opportunities opening up and contributing to increasing income. Gross domestic (Hasan, et al, 2021). Not only useful for supporting the creative economy, online loans are also considered useful, because of the diversity of online loan applications that currently exist in society and the connection of online loans to the internet, it makes it easier for people to apply for loans without having to visit certain locations like conventional loan applications. At banks or cooperatives (Winarto, 2020). This certainly shows the convenience or other benefits of the presence of online loans in Indonesia.

Some of the conveniences or benefits of online loans do not cover the potential weaknesses or even threats posed by the presence of online loans. The Financial Transaction Reports and Analysis Center (hereinafter referred to as "FTRAC"), through its analysis in 2021, explains that online loans are included in one of the emerging threats for the Criminal Act of Financing Terrorism (hereinafter referred to as "CAFT") because online loans can be a means of or a tool to finance acts of terrorism (Financial Transaction Reports and Analysis Center, 2021). This analysis from FTRAC is not without basis, considering the fact that the use of online loans through fintech P2P lending actually occurs as can be found in legal cases that have been decided based on Decisions of The Court Number 577/PID.SUS/2020/PN.JKT.TIM and 600 /PID.SUS/ 2020/PN.JKT.TIM.34, from this decision, can be seen that the CAFT perpetrators used more than one online lending institution to get money to carry out the CAFT.

Not only the threat of CAFT, but other threats or problems with the presence and implementation of online loans that are most often encountered are also problems regarding collection which occur when the borrower is unable to pay the online loan bill when it is due, where the collection will be transferred by the online lending institution to the debt. Collector. In the collection process, debt

collectors can use various methods to get payment from borrowers, including visiting borrower's homes or even offices, calling, threatening, providing collections, and how to handle them after the enactment of the Act on Personal Data Protection (Basmah and Priyanto, 2023).

Reviewing the discussion in several examples above, shows that there is a difference in the focus of the discussion in this research, because this research will focus more on discussing the problem of online loan collection by linking it to labor law issues so that the discussion carried out also prioritizes and involves existing legal sources in the field of Labor Law. Firstly this research will discuss issues regarding the emergence of employment relations and termination of labor relations in terms of statutory regulations in the field of employment. Second, regarding the validity of termination of employment relations carried out by employers to workers due to online loan collection problems.

RESEARCH METHOD

This research is a type of Normative Juridical Legal Research, so in this research, in discussing legal issues which are the main object of research, we will use and focus on various written studies such as statutory regulations, legal principles, including doctrine or opinions. Scholars to communicate with each other. With library studies or what is called Library Research, in short, this research will be closely related and use the norm system as the object of study (Irwansyah, 2021). The problem approach used in this research includes two problem approaches, namely the Statutory Approach, so that a review of the provisions of statutory regulations and the Conceptual Approach will be carried out so that a review of doctrine will be carried out which is expected to find relevant ideas. Produce a concept, understanding including legal principles that are in accordance with the legal issue being researched (Irwansyah, 2021), especially in this case related to the issue of termination of employment related to the issue of online loan collection.

In order to carry out this research, various legal sources are needed, both Primary Sources and Secondary Sources. Primary Sources are legal materials that are authoritative in nature, which means that these legal materials contain the power of authority because they consist of various binding legal rules, for example, statutory regulations or various rules that are formally formed by authorized institutions, while Secondary Sources are Legal Sources that are present. And is useful for carrying out further elaboration of the matters conveyed by primary sources so that further and more intensive studies can be carried out regarding the problems being studied (Tan, 2021). Examples of Secondary Sources include the results of previous research, journals, books and various other literature. In this research, the Primary Sources used include Act Number 13/2003 on Concerning Manpower (hereinafter abbreviated as "UUK"), Act Number 6/2023 on Job Creation (hereinafter abbreviated as "UUCK"), Government Regulation Number 35/2021 on Fixed-time Work Agreement, Outsourcing, Working Time and Time Off, and Termination of Employment (hereinafter referred to as PP 35 of 2021), as well as Financial Services Authority Regulation Number 10/POJK.05/2022 on Information Technology-Based Joint Funding Services (hereinafter referred to as POJK concerning LPBBI), while for secondary legal materials various literature is provided related to online loans and of course literature that discusses employment.

RESULTS AND DISCUSSION

The Emergence Of Employment Relations And Termination Of Labor Relations In View Of The Laws And Regulations In The Field Of Employment

The concept of employment not only includes everything related to the workforce during work, but also relates to everything related to the workforce before and after the employment period (Fathammubina and Apriani, 2018). Basically, although employment is closely related to the workforce itself, employment development also has other related dimensions, including the government, the interests of employers and society, so that in the context of employment development, broad legal regulations are needed, including efforts to expand opportunities. work, services for placement of workers, as well as the development of human resources, so that legal provisions in employment have experienced a shift from Private Law Rules to being included in Public Law Rules, considering that the state actively enters and regulates matters related to employment (Utami, 2013). The entry of the state, which in this case is represented by the government, into the realm of employment is due to the government's desire to protect the parties involved in the employment dimension, especially workers or laborers, considering that the position of workers or laborers and their employers are actually not in an equal position, so the government intervenes in employment matters or what is also called the Socialising Process (Darma, 2017).

Based on the provisions of the UUK as amended by the UUCK, it can be understood through the provisions of Article 1 number 2 that the understanding or concept of labor as the main subject in

employment has a more general nature, because it only defines labor as anyone who has the ability to do a good job for produce goods or services that are used to meet their needs (Utami, 2013). This is different from the concept and understanding of workers or laborers. In society, the meanings of worker and laborer seem to be differentiated, whereas in fact formally, both worker and laborer have the same meaning (Alam and Arif, 2020), as regulated in Article 1 number 3 UUK jo. UUCK, so that in this writing labor terminology will be used in every discussion. In accordance with the provisions of this research, it can be seen that the concept and understanding of labor is more specific than labor, where labor is defined as every person who not only has the ability to work, but does the work and receives a reward or wage for what he does. The meaning of the provisions of this statutory regulation was further explained by Ridwan Halim who said that specifically the meaning or concept of labor contains 3 elements, namely: firstly, every person who works for the company; secondly, has compensation paid by the company; and thirdly, continuously and openly has an employment relationship with the company either for an indefinite or certain period of time (Utami, 2013). Of course, these elements must be fulfilled cumulatively so that it can be understood that not all workers are or can become workers, or in other words, a worker can be qualified as a worker if they have cumulatively fulfilled these three elements.

Through Ridwan Halim's explanation, especially on the third element of a worker, it can be understood that the work carried out by workers in companies is based on the existence of a work relationship that arises from the existence of an agreement between the entrepreneur and the worker in accordance with the provisions of Article 1 number 15 jo. Article 50 UUK jo. UUCK. The work relationship between workers and entrepreneurs arises and is marked by the existence of a work agreement (Wibowo and Herawati, 2021) which contains several elements: orders; work; and wages, to which, based on Asri Wijayanti's opinion as quoted by Susilo Andi Darma, one can actually be added. Another element in a work relationship that is based on an agreement, namely the element of a certain time (Darma, 2017). In other words, it can be interpreted that an employment relationship begins to arise when an employment agreement is entered into that fulfills these elements between the employer and the worker. Regarding the first element, namely the command element. This element is actually not explicitly determined by the provisions of the law, but the existence of an order as an element in a work agreement shows the existence of a subordinate relationship between employers and workers. In line with the order element, the work element does not determine in detail the form of work by the legislator so that there is freedom for the parties to regulate the form of work regulated in the work agreement, as long as the work does not conflict with applicable legal provisions. The exception to Certain Time Work Agreement (hereinafter referred to as "PKWT"), which based on the provisions of Article 59 UUK jo. UUCK regulates the types of work that can be included in PKWT (Darma, 2017).

Work agreements have similarities with agreements in general, in that in making and implementing them, you not only need to pay attention to the elements as previously described but are also required to fulfill the conditions for the validity of the agreement in UUK jo. UUCK is regulated in Article 52 paragraph (1) UUK jo. UUCK. Provisions for the validity of the agreement in UUK jo. This UUCK consists of 4 conditions, namely, (1) both parties agree, (2) are competent in carrying out legal actions, (3) there is work that has been agreed upon and (4) the work that has been agreed does not conflict with morality, public order, and regulations. current regulation. where if these four conditions are studied more deeply, it will be seen that these four provisions for the validity of the agreement are adoption of the provisions for the validity of the agreement in Article 1320 of the Civil Code. The provisions regarding agreements and skills in Article 52 paragraph (1) UUK jo. The UUCK is included in the subjective terms, the implication of which is that if it is violated by one of the parties, the work agreement can be canceled, while the provisions regarding the work agreed upon and work that must not conflict with morality, public order and statutory regulations are included in the objective terms which carry the impact of the work agreement being null and void if it is not fulfilled (Samudra and Hibar, 2021).

In reality, even though they have different implications if they are not fulfilled, the subjective and objective conditions for the validity of a work agreement are cumulative, which means that they absolutely must be fulfilled by the parties to a work agreement for the work agreement to be said to be legally valid (Nasution, Suhaidi and Marzuki, 2021). Provisions for the validity of work agreements as regulated in Article 52 UUK jo. UUCK is a material requirement of a work agreement, while on the other hand, there are also formal requirements that must be fulfilled in a work agreement, as regulated in Article 54 UUK jo. UUCK regulates what matters must be included in a written work agreement (Samudra and Hibar, 2021). In Article 54 paragraph (2) UUK jo. The UUCK regulates that the provisions in work agreements, especially regarding wages and the rights and obligations of employers and workers, must not conflict with applicable laws and regulations. Through, these provisions it can be understood that in work agreements, there are restrictions on the principle of freedom of contract of the

parties to the work agreement, which shows government intervention in private matters, to prevent violations of individual rights in the field of employment (Taun, 2020).

Not only do they experience the beginning of an employment relationship based on an employment agreement but also workers can experience Termination of Employment (hereinafter abbreviated as "PHK"). According to Manulang, PHK have several meanings, namely the first is dismissal, which is a type of layoff because workers carry out disciplinary actions such as using narcotics or damaging equipment in the company, the second is termination which means PHK because the work agreement has ended, the third is redundancy which is PHK due to developments occurring in companies such as companies using new technologies and the last is retrenchment which is a type of PHK due to economic problems (Wibowo and Herawati, 2021). The economic issues referred to are economic problems related to and experienced by the company, as stated by Amani, namely the closure of the company due to continuous losses experienced by the company as proven in the financial statements for the last two years which have been audited by public accountants (Wibowo and Herawati, 2021). Normatively, provisions regarding PHK have also been regulated in Article XII UUK jo. UUCK and its implementing regulations are in Article 5 of Government Regulation Number 35/2021 on Fixed-time Work Agreement, Outsourcing, Working Time and Time Off, and Termination of Employment (hereinafter referred to as "PP 35 of 2021").

Based on the provisions of Article 151 paragraph (1) UUK jo. UUCK, as far as possible, the three parties involved in industrial relations, namely workers, employers, and the government, must always make efforts to ensure that PHK do not occur, but when PHK cannot be avoided, employers are mandated by legal provisions to notify workers of the reasons for PHK as regulated in Article 151 paragraph (2) UUK jo. UUCK, except in cases where the layoff is based on several reasons as regulated in Article 151 A UUK jo. UUCK is like PHK which are based on the worker resigning according to his wishes, the end of the employment relationship due to the end of the time stipulated in the PKWT, the worker has reached retirement age or the worker has died. The legislators have regulated several reasons that can underlie PHK in the employment relationship between workers and employers and must be notified by employers to workers following the provisions of Article 151 paragraph (2) UUK jo. UUCK. Some of these reasons are as stated in Article 154 A paragraph (1) UUK jo. UUCK is as follows: (1) the occurrence of an acquisition, merger, consolidation or separation of a company where one of the parties is not willing to continue the working relationship, (2) the efficiency experienced by the company due to losses experienced by the company, (3) the closure of the company because they experienced continuous losses for 2 years, (4) the company closed due to force majeure, (5) the company went bankrupt, (5) there was a request for PHK by workers because the company committed several acts such as mistreating or insulting or threatening workers, not paying wages workers on time for 3 consecutive months or more even though after that the entrepreneur pays wages on time, the entrepreneur does not carry out obligations as agreed, orders the workers to do things that were not agreed upon or provides work that endangers the workers, (6) The employer is not proven based on the decision of the Industrial Relations Court (hereinafter abbreviated as "PHI"), the workers have carried out the actions referred to in point 5, (7) the worker has resigned, (8) the worker has been absent from work, (9) the worker has committed violation of provisions in company regulations, work agreements or collective work agreements even though they have previously been given a written warning 3 times, each valid for a maximum period of 6 months, (10) workers cannot carry out work for 6 months due to detention by law enforcement officers because of an alleged criminal act committed by the worker, (11) the worker has reached retirement age, or (12) the worker has died.

The provisions of Article 154 A paragraph (1) UUK jo. UUCK shows that the government has regulated in detail the possible reasons for PHK in the employment relationship between workers and employers. These legal provisions show that PHK based on existing laws and regulations are based on the rights of both workers and employers (Razzak, Wibisono, and Fitriani, 2023), considering that the causes of PHK can originate from both parties. In reality, PHK occur more often due to one party's will (Wibowo and Herawati, 2021), especially from the Employer. Based on the conditions of PHK which are mostly initiated by entrepreneurs, apart from regulating the reasons that can underlie the possibility of PHK, *a contrario*, the government also regulates them expressly in Article 153 UUK jo. UUCK regarding reasons that are prohibited from being used by employers to lay off workers, which consists of 10 reasons with the implication that, if the employer continues to lay off workers based on one of these reasons, then the PHK will be null and void and the entrepreneur must re-employ the workers. Not only based on the rights of workers and employers in PHK but also the provisions of Article 154 A UUK jo. UUCK also shows that there is a limitative side or restrictions that the government is trying to impose on the reasons that are still permitted to underlie PHK, which are limited only to the provisions of Article 154 A paragraph (1) UUK jo. UUCK. In the provisions of paragraph (2) of Article 154 A UUK

jo. UUCK does regulate that there are other possible reasons underlying PHK as regulated in Work Agreements or Company Regulations as well as Collective Work Agreements between workers and employers, but it is important to know that other reasons are as intended in Article 154 A paragraph (2) UUK jo. The UUCK actually must still refer to Article 61 paragraph (1) UUK jo. UUCK, which, especially in the provisions of Article 61 paragraph (1) letter e UUK jo. The UUCK and its explanation clearly emphasize that certain circumstances or events stipulated in the Work Agreement, Company Regulations, or Collective Work Agreement can cause the end of the work relationship, such as natural disasters, social unrest, or security disturbances. The word "such as" in the explanation of Article 61 paragraph (1) letter e UUK jo. UUCK certainly emphasizes the limitative nature of the provisions on the reasons that can underlie PHK. This is different from the word "among others" which has similarities to the terminology "*inter alia*" which means mentioning only part of several other things (Pratidina, 2014), so from this explanation, it can certainly be understood that the reasons for PHK that are permitted based on legal provisions are indeed is limited or limitative only following the provisions of Article 154 A paragraphs (1) and (2) jo. Article 61 paragraph (1) UUK jo. UUCK.

The Validity of Termination of Employment Carried Out by Employers for Workers Due to Online Loan Collection Problems

Online loans are a form of financial technology that operates in the fields of lending, financing, and providing capital, based on Article 3 of PBI Implementation of Fintech. Online lending or peer-to-peer lending activities in Indonesia are based on the existence of a legal umbrella, namely through the Financial Services Authority Regulation Number 77/POJK.01/2016 on Information Technology Based Money Lending and Borrowing Services (hereinafter referred to as POJK on LPMUBTI) (Saputra, 2019), but for approximately 7 years it has regulated and provided a basis for legal validity for peer to peer lending activities in Indonesia, around June 2022, the POJK on ITBMLBS was revoked and declared invalid with the presence of the POJK concerning LPBBTI as a rule which underlies the existence of online lending and its activities in Indonesia (Putri and Lisanawati, 2023). This change in legal provisions does provide some differences for online lending activities in the context of ITBMLBS and LPBBTI, however in terms of the basic concept of legal relations that occur within them there are still similarities, which in the POJK concerning LPBBTI also regulates the existence of 3 parties involved in the activity. online loans, namely the online loan institutions themselves or what is normatively referred to as LPBBTI organizers, funders, and fund recipients (Putri and Lisanawati, 2023). The three parties in carrying out online lending activities have a legal relationship based on the existence of an agreement, of which there are 2 types of agreements in the context of funding through online loans as regulated in Article 30 POJK concerning LPBBTI, namely the agreement between the online lending institution and the funder and the agreement between donors and recipients of funds, from the provisions of this type of agreement in administering online loans it can be understood that in fact an online lending institution is only like a forum where the donor and recipient of funds meet who both have an interest in financial activities (Putri and Lisanawati, 2023), where a funder has a certain amount of money to give to the recipient of funds in order to obtain certain benefits and conversely the recipient of funds has an interest in obtaining funds from the funder through an online lending institution or what is normatively referred to as an LPBBTI organizer.

POJK concerning LPBBTI comprehensively regulates the requirements or things that must be considered for the three parties involved in online lending activities. For example, regarding LPBBTI institutions, they must first obtain a business permit from the Financial Services Authority (OJK) and then register as an electronic system operator, before carrying out online lending activities between fund givers and recipients as intended in Article 8 POJK concerning LPBBTI. Requirements for funders are also regulated in the provisions of this POJK, for example in Article 27 POJK concerning LPBBTI which opens up wide opportunities for various parties to fund online lending activities, namely from abroad and within the country and in the form of legal subjects ranging from individuals and legal entities. as well as business entities, even international institutions. Not only fund providers but provisions regarding fund recipients or borrowers are also regulated in the POJK regarding LPBBTI, for example in the provisions of Article 28 paragraph (2) POJK concerning LPBBTI which regulates that recipients of funds can consist of individuals or legal entities as well as Indonesian business entities so that it can be understood from the provisions of Article 28 paragraph (2) POJK concerning LPBBTI that anyone can become a borrower of funds in online lending activities as long as they come from Indonesia. This openness for recipients of funds in the POJK provisions concerning LPBBTI which allows anyone to take advantage of online loans is in line with the aim of online lending institutions which are expected to make things easier and become a solution to the economic problems that occur

(Anugrah, Tendiyanto, and Akhmaddhian, 2021), so that, this also allows workers to use or take advantage of online loans to receive funds to overcome the financial problems they are facing.

Not only is there openness for every party, including workers, to become recipients of funds in online lending activities, but online loans also offer various conveniences in the process of giving and receiving funds, including effectiveness in the process of borrowing funds, where the recipient of the funds is not required to go to online loan organizers, such as the loan application process at a cooperative or bank, a process that applies and receives funds quickly and easily and does not require collateral like applying to a bank (Winarto, 2020). This openness and convenience have an impact on increasing the amount of funds flowing to the public as borrowers through companies or online lending institutions in accordance with OJK P2P lending statistical data as of July 2023 as detailed in the introductory section. On the other hand, if you look at OJK statistical data, not only is there an increase in the flow of loan funds, but there is also a problem, namely an increase in the percentage of 90-day default rates (TWP 90), which is a measure that indicates the existence of default or negligence on the part of the recipient. funds to complete obligations in the online loan agreement within 90 days from the payment due date. For example, this increase can be seen in the data for May 2023, there was a TWP 90 percentage of 2.58%, in June 2023 it was 2.88% and in July 2023 it increased again to 3.22% (Financial Services Authority, 2023). This actually shows that there is difficulty on the part of the recipient of the funds to return the funds that have been received or borrowed from the funder via online loans.

Recipients of funds who are in a state of default because they have not or are unable to carry out payment obligations for the funds they have received, imply experiencing collection by the online loan provider (Agusta, 2020), considering that the state of default results in losses for the fund provider (Agusta, 2020). Sudiarti and Ali, (2023). In this billing process, the online loan provider does not always carry out billing directly, but can also use third-party services to bill recipients of funds, where there are still problems in the billing process, including the use of personal data of recipients of funds to intimidate or threaten recipient of funds or disseminated to other parties, including parties whose contact is on the device of the recipient of funds, the use of KTP data to carry out the loan process at other online loan providers without the recipient of funds knowing and what also often happens is that billing is not only carried out on recipient of funds for the loan bill (Agusta, 2020), which is a method of collection that is often found in illegal online loan providers, considering that illegal online loan companies often commit violations (Disemandi and Regent, 2021), even though the collection process has currently been regulated in Article 102 to Article 104 POJK concerning LPBBI.

The collection process which is carried out not only on the recipient of the funds can have a negative impact on the recipient of the funds, one of which is PHK in the event that the recipient of the funds has the status of a worker in a company, as in the case that happened to D and RC as has been said, mentioned in the introduction to this research. The legal facts regarding the occurrence of workers experiencing PHK due to problems with online loan collection certainly need to be studied from a labor law perspective, which in this case is to examine the legal facts with the provisions of statutory regulations in the field of employment, namely UUK jo. UUCK and PP 35 of 2021. As explained in the explanation of the first part of this research, it is important to remember again that PHK have endeavored to prevent them from happening, but if PHK cannot be avoided, then there must be a clear reason for PHK of workers the reasons for PHK have been regulated in a limited manner in Article 154 A paragraphs (1) and (2) and are related to Article 61 paragraph (1) UUK jo. UUCK, and Article 36 PP 35 of 2021 as implementing regulations for UUK jo. UUCK, so that through this limitative regulation regarding the reasons for PHK, it can be understood that there is no possibility of other reasons for PHK for workers other than those regulated in the provisions of these laws and regulations.

From these legal provisions, it can be understood that in fact there is not a single provision that explicitly regulates the issue of online loan collection as one of the reasons for PHK in Article 154 A paragraphs (1) and (2) and Article 61 paragraph (1) UUK jo. UUCK as well as in PP 35 of 2021. The problem of online loan collection as a reason for PHK cannot also be included explicitly in the context of other circumstances that could cause companies to carry out PHK considering the provisions in Article 61 paragraph (1) letter e UUK jo. UUCK and its explanation as well as the provisions of Article 154 A paragraph (2) UUK jo. UUCK has set a limitation that other circumstances that can be included as reasons for PHK in Company Regulations, Employment Agreements Or Collective Labor Agreements are limited to circumstances such as natural disasters, social unrest or security disturbances.

Responding to this kind of problem, Sudikno Mertokusumo, as quoted by Budi Santoso, explained that the ambiguity, incompleteness and legal vacuum that occurs in a statutory regulation can be overcome by the legal system itself through legal discovery (Santoso, 2013). Based on this doctrine

or opinion, it can be found that although it is not explicitly regulated as one of the reasons that can underlie PHK of workers, on the other hand, it is a *contrario* if you look at the provisions of Article 153 UUK jo. UUCK, the problem of collecting online loans is not one of the reasons that is prohibited or can be qualified as one of the reasons that are prohibited from being used by employers in laying off workers.

Moreover, it is important to remember that within the scope of employment relations, employers and workers can freely regulate work conditions which include the rights and obligations that must be carried out by workers and employers in a work agreement based on the agreement of both parties as long as this is not contrary to the requirements for the validity of a work agreement as regulated in Article 52 paragraph (1) UUK jo. UUCK does not conflict with collective work agreements, company regulations, and laws that are still in force (vide Article 54 paragraph (2) UUK jo. UUCK). This also happens in the regulation of company regulations, where the provisions of Article 111 paragraph (1) letter c and the explanation stipulate that in company regulations work conditions can be regulated, namely the rights and obligations of entrepreneurs and other workers which have not been regulated in statutory regulations, as long as it does not conflict with the provisions of applicable laws and regulations (vide Article 111 paragraph (2) UUK jo. UUCK). Furthermore, in industrial relations, workers have the function of maintaining order for the continuity of production in the company, as mandated in Article 102 UUK jo. UUCK.

Based on these provisions, in particular considering that the function of workers is to maintain order as mandated by statutory regulations, it is understandable that in a work agreement or company regulations, employers can require workers to maintain order and a conducive atmosphere in the company for the smooth running of the production process or work in the company as one of the conditions of employment. Considering that the problem of collecting online loans has the potential to have the impact of disrupting order in the company due to disruption by parties within the company in carrying out the production process due to experiencing a series of unfavorable actions from the online loan providers and debt collectors from other third parties when collecting, This condition means that extensive interpretation can be carried out so that employers can qualify the problem of online loan collection as an act of violation of the provisions of company regulations or work agreements carried out by workers because online loan collection is experienced by entrepreneurs and other parties in the company, even though it is not directly carried out. by workers, but in fact, it is something that causally arises from the actions of workers who do not or are late in fulfilling their obligations to online loan providers. The implication is if the entrepreneur really regulates in the company regulations or work agreement regarding these obligations and it is legally proven that there is a causal relationship between the disorderly conditions and disruption of the production process that occurs in the company due to online loan collection problems, then the entrepreneur's action will be Laying off workers for this reason can be said to be legally valid based on Article 154 A paragraph (1) letter k because, in this condition, workers can be qualified as having violated company regulations or the provisions of the work agreement.

The existence of a legal basis for the action of PHK due to online loan collection problems by qualifying this as a violation of the work agreement or company regulations, does not necessarily mean that employers can absolutely and immediately lay off workers for this reason because as stated by Budi Santoso, PHK are not an absolute right for entrepreneurs considering that there is actual protection provided by the state, in this case the government, to prevent and limit the occurrence of PHK under the provisions of Article 151, Article 153 and Article 154 A UUK jo. UUCK (Santoso, 2013), which also shows that there is a shift occurring in the field of employment or labor, which is not necessarily related to private matters between entrepreneurs and workers, but is also related to the administrative realm of government, considering that there is government intervention to regulate matters in employment, especially related to PHK, to protect workers.

Restrictions on the absolute right of employers to carry out PHK are specifically also seen in terms of the provisions on the reasons for PHK because workers have violated work agreements or company regulations. Article 154 A paragraph (1) letter k, clearly regulates that employers cannot immediately lay off workers when workers violate the provisions of the work agreement or company regulations, but must first allow workers to improve the condition of the violation and see worker performance, by first giving a warning letter to workers who commit violations three times, for a period of 6 months each. Furthermore, the explanation of Article 52 in PP 35 of 2021 as implementing regulations for the provisions of Article 154 A paragraph (1) letter k UUK jo. UUCK clearly states that the first, second, and third warning letters must be issued sequentially and employers may only lay off workers if, within the period of the third warning letter, the worker commits another violation, whereas in the case of conditions where the period of the first warning has expired or after 6 months and the

worker commits the violation again, a warning letter must be given from the first warning letter again. Deviating from these provisions, statutory regulations appear to provide a little freedom for employers, where under certain conditions following those regulated in the work agreement, company regulations, or collective work agreement, certain violations can be provided for which only one warning letter is given. So that the first and last warning letters apply. Based on this provision, in the case of PHK based on workers' violations, it can be understood that employers cannot immediately lay off workers who commit violations, but must first be allowed to improve the existing conditions by providing a warning letter, as much as possible three times or at least once in certain cases regulated in company regulations or work agreements.

Based on all the explanations in this section, it can be understood that PHK carried out by employers on workers due to online loan collection problems can be declared legally valid, because they can be qualified as reasons for PHK caused by violations of company regulations, work agreements or collective work agreements in accordance with the provisions of Article 154 A paragraph (1) letter k, as long as it meets the requirements, namely, (1) it is regulated explicitly and clearly in The Work Agreement or Company Regulations or Collective Work Agreement regarding work conditions which require workers to maintain order and a conducive atmosphere within the company for the smooth running of the production process or work, (2) It is proven that the occurrence of an uncondusive atmosphere in the company and disruption of the production process or work in the company has a causal relationship or is caused by online loan collection problems which disturb other entrepreneurs and workers, and (3) workers cannot improve the condition of the violation even though has been given a warning letter by the entrepreneur within a period of at least 6 months for each warning letter. These three conditions cumulatively must be fulfilled first to be able to become a legal basis for PHK due to online loan collection problems, bearing in mind that these conditions are acquired from the provisions of statutory regulations in the field of employment that underlie the regulation of employment relations between workers and employers. Therefore, if any of the conditions are not fulfilled, invalid PHK would result due to problems with online loan collection, requiring the entrepreneur to continue to employ workers.

CONCLUSION

PHK by employers for workers due to problems with online loan collection are legal if they cumulatively fulfill the requirements, namely (1) regulated explicitly and clearly in the work agreement or company regulations or collective work agreement regarding work conditions which require workers to maintain order and a conducive atmosphere in the work environment. company for the smooth running of the production or work process, (2) It is proven that the occurrence of a non-conductive atmosphere in the company and disruption of the production or work process in the company has a causal relationship or is caused by online loan collection problems which disturb other entrepreneurs and workers, and (3) workers cannot solve the condition of the violation even though the employer has been given a warning letter within a period of at least 6 months for each warning letter, so that if these three conditions are met, then the reason for PHK due to online loan collection problems can be qualified as a reason for PHK due to violations committed by workers regarding work agreements or company regulations or collective work agreements as regulated in Article 154 A paragraph (1) letter k

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