ACADEMIC TESTS & PUBLIC EXAMINATION

DISSECTING THE STRUCTURE OF THE LABOR INJUSTICE OF NICKEL SMELTERS IN THE BANTAENG INDUSTRIAL AREA

Decision Number 30/Pdt.Sus-PHI/2025/PN.Mks

EXAMINER

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Photo and Cover Photo: *SBIPE Banteng* Archive

Makassar Legal Aid Institute,
May, 2026

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HUADI NICKEL

A. BACKGROUND

The decision of the Industrial Relations Court (Pengadilan Hubungan Industrial - PHI) through the Makassar District Court has triggered a wave of rejection from thousands of nickel smelter workers working in the Bantaeng Industrial Estate (KIBA). Although formally this case only ensnared 20 workers as defendants, the impact went far beyond that number—touching all layers of the workforce who depended on the fate of PT Huadi Nickel Alloy, a nickel smelter company operating in the heart of KIBA.

Normatively, the concerns felt by the 20 defendant workers are actually the collective concerns of the entire working class in Indonesia. This ruling has the potential to open a new path of deprivation of workers' rights, not through regulations, but through jurisprudence formed from the mistakes of judges at the court level. Several crucial points decided in this case are feared to be a strong precedent that affects the course of PHI cases throughout Indonesia.

Furthermore, this ruling reveals a more fundamental concern: The Industrial Relations Court has the potential to shift from its function as a protector of workers' rights to an instrument that straddles the constitution. That is why this Examination of Decisions needs to be carried out—as a form of public oversight of the course of justice and as an effort to identify legal errors that must not be allowed to be repeated.

The advocacy journey that led this case to the examination stage was not an easy one. KIBA workers and their coalition of supporters have taken various paths of struggle: repeated strikes, a series of hearings with stakeholders, correspondence to relevant institutions, and advocacy at the international level. All of this was carried out hand in hand between the legal team and the Bantaeng Mining and Energy Industry Workers Union (SBIPE)—a long struggle that reflects the seriousness of the violations experienced by the workers.

It is in that context that this examination finds its urgency. Broadly speaking, the panel of judges is considered to have made a number of fundamental mistakes that need to be documented and criticized.

First, the judge ignored the fundamental difference between two different types of employment disputes: layoff disputes and rights disputes. The Collective Agreement (PB) that regulates the settlement of layoffs cannot and should not be considered to remove the company's obligation to pay for overtime pay shortfalls. The two are

separate areas of law, and to mix them up—as the panel of judges did—is a serious legal error.

Second, instead of adhering to the provisions of the law, the judge actually justified the "shift incentive" payment system of 40% of the basic wage based on the company's internal memo. In fact, calculations that have been carried out by both the Manpower Office and the labor union consistently show that this value is far below the provisions of Articles 31-34 of PP 35/2021, which requires the payment of overtime wages of 1.5 to 2 times the hourly wage. By validating the company's internal standards above state regulations, this ruling essentially gives space for companies to design their own overtime wages they pay.

Third, the panel of judges unilaterally and without adequate legal consideration stated that the determination of the Manpower Supervisor did not have binding force. This is a surprising statement, considering that it was precisely the company that was uncooperative during the inspection process by the labor supervisor. By delegitimizing supervisory authorities without a strong legal argument, this ruling indirectly protects non-compliant companies and weakens the state's supervisory function in industrial relations.

PT. Huadi Nickel Alloy Indonesia, is an Indonesia-China Cooperation Company engaged in the nickel processing and refining industry operating in the Bantaeng Industrial Estate (KIBA) Papan Loe Village, Pa'jukukang District, Bantaeng Regency.

Since the beginning of its operating process, in 2018, the Company has implemented 2 work systems, namely the 12-hour shift work system per day, with 5 shifts during the week, and the Regular System, which is 8 hours of work per day, with 1 hour of rest, without weekly breaks.

In a shift system 12 hours of work x 20 shifts work for a month. Or equal to 240 hours of work for a month. Namely 8 hours x 20 days = 160 hours for a month for normal working hours. And 80 hours for a month for overtime hours. That in the practice of running overtime, workers are not given the choice whether they want to use their overtime rights or not.

In working with the shift system, there are no rest hours set by the Company. Workers are required to work continuously around the clock from 08.00 AM to 20.00 PM for Morning Shift or from 20.00 PM to 08.00 AM for Night Shift. In addition to the Shift system, the company also practices a regular work system, which is to work for 8 hours per day, with one hour of rest, without giving weekly rest time to workers.

Because the Workers have no choice or are asked whether to agree to do overtime or not, this is a form of the Company's business system that does not give the right to its workers to carry out overtime or not.

Even though according to the rules, workers have the right to agree to overtime or not. Even if they refuse to carry out the directions from the Company related to the 12-hour work system, the workers will be given a Warning Letter (SP) or sanctions from the Company. These two things are indicators of forced labor practiced by the Company.

Instead of paying the overtime wage rights that have been determined by the Manpower Supervisor, on August 11, 2025, the Company filed an Industrial Relations Dispute Lawsuit with case number 30/PDT. SUS-PHI/2025/PN. MKS against 20 workers who have been determined by the labor supervisor for the shortfall of overtime wages that the company must pay with a total of Rp. 983 million which is the right of the workers. They demand that the work system that they have been implementing in the form of providing incentives for excess working hours, namely 40% of the total wages received each month, is valid and does not need to be repaired even though this is clearly contrary to the obligation to pay overtime wages, the rules of which are clear in PP 35 of 2021.

This lawsuit is important because it will have an impact on around 1962 workers who worked at PT. HNAI includes 400 workers who have joined trade unions. In addition, this will have an impact on industrial workers throughout KIBA, including PT. Hengsheng and PT Unity which are included in the Huadi Bantaeng Industrial Park (HBIP).

As a result of this violation, workers suffered huge economic losses because they did not get their overtime rights. For example, one of the workers (Paisal) lost Rp 1.7 million per month just from the overtime difference. If calculated, the total shortfall in overtime wages for 20 people reached almost Rp 1.2 billion based on the Union's calculations. In addition to financial losses, workers also experience physical fatigue, long-term health risks due to long working hours, and economic uncertainty due to the lack of wage transparency.

C. EXAMINER'S VIEW

I. Muhammad Ridha

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Before the trial, the South Sulawesi provincial labor and transmigration supervisor on May 27, 2025 issued a determination of the right to overtime wages owned by PT. HNA. This determination was ignored and then the company filed a lawsuit with the industrial relations court.

The labor supervisor calculated that the total overtime wages for the defendant that had not been paid during the service period were Rp983,978,243 for twenty workers (defendants). The decision of the body that has this authority was ignored by the judge in deciding this case.

The same is also done for the calculations carried out by the Employee Company which oversees the employees who have the status of defendants. The following calculation of the employee company states that the right to overtime wage deficiency for the defendants totals Rp1,249,805,252. Not a small amount for workers who have exerted their time and work capacity for the company.

The results of the calculation of the difference in the Provincial Minimum Wage standard show that there is a gap between the wages received and the wages that should be received according to the regulation. "That based on the Decree of the Governor of South Sulawesi No. 1423/XII/year 2024 concerning the Provincial Minimum Wage (UMP) in 2025 of Rp3,657,527.37 while the wage received as a basic salary is only Rp3,500,000. So there is a shortfall of Rp157,527.37 per month per person since January until now". The total shortfall in salary difference payment from UMP is IDR 6,301,095 in 2023.

From the three things above, it shows that the company does ignore everything that is regulated and recommended. Starting from the recommendations of the Labor Company, the Recommendation of the Labor Supervisor to the Governor's Decree regarding the living wage for the provincial standard which has been determined as the provincial Minimum Wage (UMP). How can the board of judges accept a lawsuit against a company that clearly ignores existing regulations? This is not to mention if you look at the difference in calculations made using the standard PP No. 35 of 2021, both article 31 paragraph (1) and article 32, each of which has the following norms:

Based on the provisions in article 31 paragraph 1 of Government Regulation No. 35 of 2021, it is emphasized regarding the wages that workers are entitled to receive when carrying out overtime working hours, namely:

> "Companies that employ workers/laborers in excess of working hours as intended in article 21 paragraph (2) are obliged to pay overtime wages with the following conditions: a. for the first overtime working hours of 1.5 (one point five) times the hourly wage; and b. for each subsequent hour of overtime work, 2 (two) times the hourly wage."

Because some workers (defendants) are workers with a regular system of 8 working days 1 hour of rest without weekly rest, the provisions in article 31 paragraph 3 of Government Regulation No. 35 of 2021 apply, namely: "Companies that employ Workers/laborers as referred to in paragraph (1) are obliged to pay overtime wages, if overtime work is carried out on weekly rest days and/or official holidays for 5 working days and 40 (forty) hours a week, With the following conditions:

a. The first hour to the eighth hour are paid twice an hourly wage.
b. Ninth hour, paid three times an hourly wage; and
c. The tenth, eleventh and twelfth hours were paid four times an hour's wage.

In accordance with the rules of article 32 PP No. 35 of 2021, namely the monthly wage received - including basic salary and fixed allowances, divided by 173 times = the result of this calculation is the basis for the hourly wage. The norm formulation is as follows:

a. The calculation of overtime wages is based on monthly wages
b. The way to calculate the hourly wage is (one per hundred and seventy-three) times the monthly wage.
c. In the case of the wage component consisting of basic wages and fixed allowances, the basis for calculating overtime wages is 100% of wages.

"That based on the plaintiff's calculations, if the incentive for excess working hours is only 40% of the total wage or equal to IDR 4,000,000, then, the total incentive for excess working hours received by Paisal is IDR 1,600,000. so that based on this calculation, the total entitled to receive by Paisal is IDR 5,600,000. but in fact, referring to the salary slip received by Paisal in September 2024 is worth the number of working hours 160 = IDR 4,000,000, incentive for shift/overtime hours of 76 hours with a wage of IDR 1,520,000 or if divided, it is only IDR 20,000 per hour. Meanwhile, for a four-hour holiday incentive with a value of IDR 200,000 only IDR 50,000 per hour. So that the total wage received by Paisal is IDR 5,720,000. if added with attendance incentives- as a sign that Paisal continues to enter every shift, then Faisal is entitled to an additional IDR 400,000. or the total received by Faisal IDR 6,120,000 minus BPJS premiums worth 154,343, then the total that enters Paisal's account in September 2024 is IDR 5,965. 657." (p.13 verdict)

"Meanwhile, the wage that goes into Paisal's account is IDR 5,965,657 after deducting BPJS Health and Employment premiums of IDR 154,343 so that the total gross wage received by Paisal is IDR 6,120,000. if referring to the calculation results in accordance with

Government Regulation No. 35 of 2021, which was described earlier, there is a difference in the shortfall in overtime wage payment to which Faisal is entitled in September 2024, namely IDR 7,879,769 – IDR 6,120,000 = IDR 1,759,769. This is the overtime wage that has not been paid by the company for one month." (p.14 verdict)

The calculation above is only one example of a payslip of one of the workers that is evidence. If the calculation is used, there is a difference of IDR 1,249,805,252. How can this very large amount, especially for workers, be ignored by the panel of judges? Even though the International Labour Organization, the world body that handles labor alone, already considers such a shift work system as a type of work that leads to modern slavery. What if the work is not paid according to the rules that govern wages? The ILO states, "that the practice of working a 12-hour shift system every day without rest hours and regular work practices with 8 hours of work with 1 hour of rest, without weekly rest time are forced *labor* practices that are included in the indicator of the category of forced labor which is a form of modern *slavery* assessed by the International Labour Organization (ILO) and must be stopped or no longer practiced".

II. Abdul Munif Ashri

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The right to decent work is one of the internationally recognized and constitutional rights. Guarantee of the right to decent work is intended to avoid exploitation and forced labor against workers. This conception of rights does not only concern a person's right to access a source of livelihood, but more broadly includes just and favourable working conditions. In that sense, 'feasible' in the context of work is related to human values, social needs and even means for human self-actualization. [1]

As has been developed through various International *Labour Organization Conventions*, the right to decent work is also contained in the normative framework of international human rights law. Human rights in the economic, social and cultural fields are not only related *to the right to work*, but also include rights *at work*. This is recognized as an inseparable part of Article 23 of the 1948 DUHAM, which in turn is elaborated with the provisions of Article 6 and Article 7 of the KIHESB.

In particular, Article 7 of the KIHESB qualifies several conditions that are fair and favorable to workers, as outlined that:

States Parties to the Covenant recognize the right of everyone to enjoy fair and favourable working conditions ensuring, in particular:

a. Remuneration that provides all workers, at a minimum, with:
    - Fair wages and equal remuneration for work of equal value without any difference in any form, in particular women who are guaranteed working conditions not inferior to those enjoyed by men, with the same wages for the same work;
    - A decent life for themselves and their families according to the provisions of this Covenant;
b. Safe and healthy working conditions;
c. Equal opportunity for every person to be promoted in his or her employment to a higher level that is suitable, not subject to considerations other than seniority and competence;
d. Rest, leisure time and reasonable limitations of working hours and periodic leave with salary, as well as remuneration for public holidays.

Article 7 of the KIHESB provides a *non-exhaustive list* of elements of decent working conditions, which includes equal pay for equal work between men and women, wages appropriate for a decent life3/4 with reference to minimum wage policies, occupational safety and health (K3), promotion opportunities, as well as rights related to rest, leisure time, limits on working hours, leave and holiday remuneration. Although not explicitly stated, the Committee on Economic, Social and Cultural Rights affirms that the elements of fair and favourable working conditions include: the prohibition of forced labour and exploitation of children and young people, freedom from violence and abuse, and parental leave. [2]

At the level of Indonesian national law, the right to decent work is explicitly guaranteed in the Constitution, especially Article 27 Paragraph (2) and Article 28D Paragraph (2) of the 1945 Constitution of the Republic of Indonesia. At the legal level, these rights are also listed in Article 11, Article 38, and Article 40 of Law 39/1999 on Human Rights. Normatively, the labor law regime is intended to guarantee more rigid protection of the right to decent work. The regulation refers, mainly, to Law 13/2003 on Manpower, some of the provisions of which have been amended by Law 6/2023 on Job Creation, along with its derivative regulations, such as PP 35/2021 concerning Fixed-Time Work Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment.

1. State Obligations and Corporate Responsibilities

The state has an obligation to respect, protect, and fulfill the right to decent work. In particular, the State's obligation to protect such rights requires various measures to ensure that third parties, such as the

Company, do not infringe on the right to decent work. This includes the obligation to prevent, investigate, punish and remedy violations. The State's obligation to protect is carried out through labor law regulations and policies, as well as through adjudication. The state must ensure that these laws and policies are effectively enforced,[3] such as by implementing *labour inspectorates* to monitor and ensure the implementation of the right to decent work. [4]

The company, as a 'third party' in the construction of the relationship between human rights legal actors, also carries out the responsibility to respect the right to decent work. Such responsibility requires the Company to avoid abuse of such rights. In accordance with the United Nations Guiding Principles on Business and Human Rights, the tangible manifestation of such responsibility requires the Company to comply with employment laws intended to uphold the right to decent work. [5]

When the Company commits a violation, failure to effectively enforce labor laws or failure to hold the Company liable is a form of violation of the right to decent work in the form of an act *of omission*. [6]

The judiciary, as one of the organs of State power, carries out a crucial obligation to guarantee human rights throughout its competence to implement or enforce the law. Especially, judicial institutions are a relevant forum to uphold the right to *an effective remedy*. [7] In the context of the right to decent work, the State must ensure effective redress for violations of such rights. [8] Although recovery does not always have to involve judicial institutions3/4 by taking into account the competence of Labor Supervision institutions and national human rights institutions, the judiciary still plays an important role in providing judicial *remedy* when recovery from these institutions is not effectively realized. [9]

2. Examination of the Decision from a Human Rights Perspective

Viewed from the perspective of the right to decent work, there are at least three main critical notes on Decision Number 30/Pdt.Sus-PHI/2025/PN.Mks. *First*, the Panel of Judges did not seem to examine whether the agreement to pay the 40% Internal Incentive Memo Overtime Wage was consistent with the provisions of PP 35/2021, especially with the claim that PB related to layoffs stated that there were no demands in the future after the agreement was signed. *Second*, the Panel of Judges clearly annulled the normative right of workers to the payment of unpaid Overtime Wages by stating that the Manpower Supervisor was not binding, without adequate legal considerations. *Third*, when working conditions regarding working

hours, discrimination against women, K3, and worship time for workers were questioned, the Panel of Judges actually set aside and recommended these problems to be handled by the Manpower Supervisor.

***First*, it appears that the Panel of Judges did not test whether the 40% Incentive Internal Memo scheme was in accordance with applicable labor standards, namely the provisions on Overtime Wages regulated in Articles 31 to 34 of PP 35/2021.** The Panel of Judges only confirmed that there had been an agreement on the value of Overtime Wages signed by the *leaders*, then stated that Overtime Wages had been paid. 10] Such an argument is also justified by the claim that there is a PB related to layoffs which stipulates that there will be no more rights claims in the future. [11] In fact, even if there is an agreement on Overtime Wages with a certain value, the Panel of Judges should ensure that the calculation of the payment of Overtime Wages must not deviate from PP 35/2021, namely with the provision of 1.5 times the hourly wage for the first overtime hour, and 2 times the hourly wage in each subsequent hour. Article 34 Paragraph (1) of PP 35/2021 emphasizes that the calculation according to the provisions of PP *a quo* must still be enforced, even though Overtime Wages have been paid with a certain name (such as incentives) or the value is the same or more. Violations that occur in such wage arrangements have the potential to make the 40% Incentive Internal Memo null and void.

In addition, the Panel of Judges should not be able to base the PB on overriding the demands of workers' rights, because in principle the agreement cannot be the basis for negating the normative rights regulated by laws and regulations. Workers' normative rights such as Overtime Wages are minimum standards that cannot be overridden by agreement. The reluctance to ensure the implementation of the provisions for the calculation of Overtime Wages in accordance with PP 35/2021 and the basis that PB can override normative rights shows that the Panel of Judges does not treat the right to decent work as an integral part of its legal considerations.

***Second*, the cancellation of the Determination of the Manpower Supervisor is an explicit denial of the normative rights of workers to overtime wages.** The Panel of Judges based its conclusion to annul the validity of the Determination because the Determination was determined without the involvement of the Plaintiff, mainly related to the collection of Overtime Wage data. [12] In fact, the Panel of Judges actually knew that the Plaintiff himself was reluctant to be involved in the Determination process and did not respond when the Manpower Supervisor asked for confirmation and comparative data. In accordance with Article 14 Paragraph (2) of Permenaker 33/2016 concerning Procedures for Manpower Supervision—a regulation that

incidentally was cited by the Panel of Judges in its legal arguments, each party who is asked for information by the Manpower Supervisor is 'obliged' to provide information either orally or in writing. Moreover, the Plaintiff is still given the right to file an objection if he does not receive the results of the calculation for 14 days after the Determination. The plaintiff however remains reluctant to raise an objection. So at this point, it is precisely the Plaintiff who does not carry out the obligation to provide confirmation and be involved in the process of making the Determination. The procedural reason for the Plaintiff's non-involvement (even though he is clearly obliged to provide oral or written evidence) should not be used as a basis for annulling the Determination of the Manpower Supervisor.

There was a logical error in the argument of the verdict, as the Panel of Judges actually based its justification by quoting the testimony of the Manpower Supervisor. In fact, the testimony did not support the conclusion of the Panel of Judges because it was proven that the Plaintiff himself ignored the process of making the Determination. This ruling has serious implications, as it could set a precedent for the PHI Court to strike down the legitimacy of the role of the Labor Supervisor, and thus render the institution's competence ineffective in ensuring the implementation of the right to decent work.

***Third*, the Panel of Judges showed an inconsistent stance because it transferred the issue of the normative rights of workers regarding the working conditions that were temporarily before them to the Manpower Supervisor.** In fact, at the same time, the handling of workers' complaints by the Manpower Supervisor which resulted in the determination of the normative rights of workers was annulled. Such a stance seems inconsistent, because on the one hand the Panel of Judges used its competence to cancel the administrative product of the Manpower Supervisor, but when the claim that other working conditions such as working hours, discrimination of women, K3, and the time of worship of workers were also brought before it, the Panel of Judges actually recommended that the issue be followed up by the Supervisor. [13] It is important to underline that the competence of the PHI Court to adjudicate Disputes of Rights does not only concern the issue of wages, but can include any normative rights contained in employment agreements, company regulations, and laws and regulations. [14]

From the three critical notes above, it appears that the judicial institution has failed to uphold the normative rights of workers regarding the payment of Overtime Wages in accordance with applicable labor regulations, namely PP 35/2021. **This Legal Annotation argues that Decision No. 30/Pdt.Sus-PHI/PN.Mks does**

not only contain '*judicial error*', but shows a neglect of labor law standards that have implications for the failure to protect the right to decent work.The PHI Court seems reluctant to carry out its function to be a forum that provides effective remedy for violations of workers' normative rights. Therefore, such reluctance can be qualified as a violation of human rights. Conceptually, of course, not all violations of the normative rights of workers can be qualified as human rights violations. However, human rights violations will occur when the violation of normative rights does not receive effective remedy or "a fair and correct settlement," as defined in Article 1 number 6 of Law 39/1999. [15] Such failure is an act *of omission*, in which the judiciary—which is supposed to be the 'last bastion' for the search for rehabilitation, fails to enforce labour law standards that guarantee the right to decent work. [16]

Decision No. 30/Pdt.Sus-PHI/PN.Mks can set a bad precedent for the protection of the right to decent work. This decision is feared to make the judiciary one of the actors who legitimize wage practices that are not in line with the standards of protection of the right to decent work or what can also be referred to as the practice of 'low-wage politics'. Judicial institutions need to carry out their duties to consider and uphold human rights norms, including the right to decent work. Judicial institutions are also supposed to be an effective remedy forum when labor law standards are violated.

III. Nabiyla Risfa Izzati

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1. The decision does not clearly distinguish between a layoff dispute and a dispute of rights

One of the fundamental weaknesses of this ruling is that it does not appear that the judge gave adequate consideration to the fact of the trial that the PB dated February 27, 2025 was only related to **the layoff dispute.** Even though this was confirmed directly by the mediator presented at the trial, that PB was born from the handling of layoff disputes. After the PB was completed, it emerged that there were still overtime wage rights that had not been completed, so a recall was made and a supervisor was requested. The mediator even explicitly emphasized that layoff disputes and rights disputes should not be mixed.

Therefore, if the PB layoffs or the clause "there will be no demands in the future" are used to narrow or influence the reading of overtime wage disputes, then such considerations are problematic. In the

context of PPHI, layoff disputes and rights disputes are two different types of disputes. In the trial, this was also corroborated by the testimony of the mediator's witnesses and expert testimony. The problem is that the majority of the assembly does not seem to place this information as the main starting point, even though the dispute revolves around whether normative rights after layoffs can still be sued.

2. **The panel of judges shifted the focus from "whether normative rights are fulfilled" to "whether there has been payment". This obscures the substance of the normative right to overtime wages guaranteed by laws and regulations.**

   The panel's consideration that stated that the payment of the incentive for excess working hours/overtime wages had been paid based on salary slips and bank statements showed a shift in focus that was quite serious and detrimental to the protection of workers' normative rights. In the case of a dispute over overtime, the legal question should not only be whether the employer has paid a certain amount of money, but whether the amount paid is at least **in accordance with the normative provisions governing overtime wages.** Proof of transfers, bank statements, and payslips only prove that there was a payment; they do not automatically prove that the payment was correct according to the rules.

   Workers have provided detailed calculations regarding the fulfillment of this normative right by using overtime wage provisions in the Wage PP. In the example of Paisal for September 2024, they postulated that out of the total rights of IDR 7,879,769, workers only received IDR 6,120,000 so that there is still a difference of IDR 1,759,769. However, the panel did not appear to answer the calculation substantively. The assembly does not show where the workers are miscalculated, whether on the divider, tariff, wage component, how to read working hours, or the status of holidays. Instead, the assembly immediately moved to the conclusion that the payment had been made and the value had been agreed upon through an internal memo. This pattern makes considerations less sharp. In a dispute over rights, the judge should assess not only **the existence of a payment**, but more substantive on whether the payment is in accordance with normative provisions, in this case the overtime provisions in the Wage Regulation.

3. **The panel of judges did not carefully read and position internal memos that were contrary to laws and regulations**

   The majority of the assembly seems to put too much weight on the internal wage memo that is said to be socialized and signed by workers'

representatives/leaders. What was not tested by the panel of judges was whether the internal agreement could be used to replace or lower the minimum standard for overtime wage payments. The verdict does not appear to adequately test that point. As a result, internal memos and approvals seem to be given too much corrective weight, even though in terms of the concept of labor law, internal memos that can be equated with Company Regulations should not reduce the provisions stipulated in laws and regulations, namely the provisions for overtime wages in the Wage Regulation. Meanwhile, in this decision, the majority of the panel tends to consider the approval of the leader as an almost decisive fact, even though the approval should only be relevant after being tested first against the minimum standards set by laws and regulations.

4. **The decision does not adequately process the facts of the 12-hour work system and its implications for overtime**

Another important fact that emerged at the trial was the existence of a 12-hour work system, 24 hours off, and 20 hours of work in a month. This fact was conveyed by the labor supervisor when explaining the determination process. The workers also built the entire reconstruction of their calculations assuming a 12-hour shift system, where 8 hours were treated as normal working hours and the rest as overtime, including overtime on holidays.

The problem is that the panel of judges' considerations in the decision do not show an analysis of the legal consequences of the 12-hour work system. The panel did not appear to examine whether the company included a specific exempt sector, whether there was a special rest arrangement, or whether those 12 hours counted as 8 hours of normal work plus 4 hours of overtime. If this issue is ignored, then the decision loses its footing on the real facts of work which is the basis for the birth of the dispute. In fact, without dissecting the structure of the 12-hour work, it is impossible for the judge to assess precisely whether the payment listed as a "shift incentive" is actually just an internal nomenclature for overtime that must be paid normatively.

5. **The decision does not provide sufficient description of the determination of the labor supervisor**

The company has since filed a lawsuit to have the determination of the labor supervisor regarding the shortfall in overtime wages declared non-binding. In the case, the company postulated that the supervisor never confirmed to the employer and the data used tended to favor the worker. However, the facts of the trial show a more complex matter. The supervisor explained that he had sent a data request, confirming

several times via message, but the company did not hand over the requested data. The supervisor then makes a determination based on the available data, including the bank statement and salary slips shown.

If the court wants to remove the burden of proof of the appointment of a supervisor, it should explain the specifics of the defects: whether the procedures are wrong, the data are inadequate, or the calculation method is wrong. What appears to be that the court is more likely to accept the company's narrative that the supervisor's data is not true, without a balanced argumentative dismantling. This shows weaknesses in the assessment of evidence.

6. There was no adequate consideration of the evidence and arguments of the workers in the reconvention

The workers not only denied the company's lawsuit, but also filed a fairly structured reconvention. They explained why PB PHK did not close the rights dispute, why the 35%/40% incentive scheme deviated from the law, how the example of the calculation per month was carried out, and why the limitation of the payslip did not rule out the possibility of proof because there were still bank statements and other data. Even the union presented explained that if the payslip is incomplete, the calculation can still be reconstructed from the full wage stream in the current account, minus the basic wage and allowance components, to find the remaining payment that is considered to be the company's version of the overtime wage.
Even so, the reconvention was rejected in its entirety. In my opinion, this is problematic not only because of the decision rejecting the reconvention, but also because of the absence of legal considerations in the decision that provides a detailed answer to the construction of the workers' arguments. If the judge wants to reject the reconvention, he should point out the logical or evident weaknesses of the method of calculating workers: for example, misassumptions about working hours, misclassification of wage components, mistreatment of holidays, or other errors that could lead to the rejection of the argument. Without it, the rejection of reconvention seems more of a choice of outcome than a conclusion born of the dismantling of evidence.

7. Neglect of working conditions submitted by workers

One of the serious weaknesses of this ruling is also that it does not seem to pay enough attention to **the real working conditions** that the workers present at the trial. In fact, the dispute regarding the lack of overtime wages cannot be separated from the way work is carried out

on a daily basis. From the decision itself, information emerged that workers underwent **12-hour working hours,** even with the obligation to arrive early for ***a safety briefing*** at 07.30 before entering work at 08.00. A worker witness explained that he left home at 07.00 because the safety briefing was mandatory, then after the briefing he immediately worked in the burner sintering area with activities related to production machines, panels, heat, dust, and conveyors. This fact is important because it shows that what is at issue is not simply the nomenclature of "incentive shift", but a long and structured work pattern in a risky industrial work environment.

The decision also contains facts directly related to **Occupational Safety and Health (K3),** but these facts do not appear to be given meaningful weight in consideration. One of the witnesses said that there was a case of a work accident in his division in February, namely a worker who lost two toes after being hit by a car while going to work. Another witness explained that his work was in the burner sintering area with exposure to heat, dust, hot water, machinery, and conveyor. These kinds of facts at least show that the work environment in this case is not an ordinary work environment, but an industrial area with a real safety risk.

In addition, the ruling also ignores facts that touch **on discrimination or at least the neglect of special protections for women workers.** The verdict states that the company never explicitly conveyed or socialized the rights of female workers regarding menstrual leave, maternity leave, and maternity leave; witnesses only learned of these rights after joining the union. There was also information from a female witness that during pregnancy she never checked herself, then after having a miscarriage the doctor stated that the cause was lack of rest. Other facts that emerged in the expert examination in the verdict were illustrations of pregnant women workers who were forced to work, and explanations that women workers have additional vulnerabilities in poor working conditions, including related to reproductive health. The ruling should at least acknowledge that these facts reinforce the need to rigorously test the company's internal work systems and policies, rather than ignore these facts.

IV. Khamid Istakhori

Legal Practitioner
BWI Union Global

1. **The Panel of Judges has ignored the position of the supervisor as a law enforcement officer which is legally regulated in various laws and regulations, namely:**

Law 13 of 2003 concerning Manpower, Article 176: Labor supervision is carried out by competent and independent labor supervisory employees to ensure the implementation of labor laws and regulations.

Government Regulation Number 36 of 20921 concerning wages, Article 1, number 12: Manpower Supervisor is a civil servant who is given full duties, responsibilities, authority, and rights by officials who are authorized to carry out activities of coaching, inspection, testing, investigation, and development of the labor supervision system in accordance with the provisions of laws and regulations.

Presidential Regulation of the Republic of Indonesia Number 21 of 2010 concerning Manpower Supervisor, article 1: Manpower Supervision is an activity to supervise and enforce the implementation of laws and regulations in the field of employment.

Permenaker RI No. 1 of 2020 Article 28 paragraph (1) In conducting an examination, if it is found that there is a lack of fulfillment of workers' rights, the labor supervisor is obliged to make calculations and determinations. Paragraph 1a) lack of fulfillment of rights as stipulated in paragraph 91) includes: b. lack of payment of overtime wages.

Berdasarkan (at least) the 4 provisions mentioned above, the position of the labor supervisor is a **law enforcement officer (APH)** who is authorized to carry out his duties and functions to supervise and determine the legal status in problems in the field of employment. Although by general definition APH often refers to the Police and the Prosecutor's Office, the employment supervisor is a functional law enforcer who is at the forefront of labor norms

The judge's omission in the decision stating that the determination of the labor supervisor is not binding on the calculation and determination of the right to overtime wages/overtime hours issued by the South Sulawesi Provincial Manpower and Transmigration Office is a fatal negligence and has ignored the legal processes and mechanisms that apply in the field of employment.

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2. Panel of Judges Ignores the Position of Determination of Manpower Supervisor

a. In carrying out duties, the Supervisor has carried out the following stages:
   - Direct Inspection (Field/Visit): Carried out if there is a complaint or special inspection.
   - Document Inspection: The supervisor checks the relevant documents (employment agreement, PKB, PP, etc.).
   - Visual Inspection: A live review of the job site.
   - Taking Notes: Interviews with management or workers.
   - Follow-up Inspection:
     - Inspection Memorandum I & II: If a violation is found, the supervisor issues an Inspection Memorandum (I and II) containing the findings and the deadline for improvement.
     - Legal Process: If there is no improvement after Memorandum II, it can be continued to the legal process (investigation)

b. That before making the determination, the Manpower Supervisory in this case Andi Sukri, S.H had asked for confirmation through an official letter addressed to the Plaintiff with Number: 800/34.a/UPT. PK-K3/Wil.IV/III/2025 on March 25, 2025, and provided the opportunity to provide such data and information to the Manpower Supervisor related to the work system implemented and the work of the Defendants, but the Plaintiff did not respond to this.

c. If one of the parties cannot accept this calculation and determination, it can request a calculation and redetermination to the Ministry's Manpower Supervisor, no later than 14 (fourteen) days from the deadline for the Employer to implement this determination as referred to in the SECOND Dictum.

   Based on the above mechanism, before issuing the inspection memorandum, the Supervisor has gone through a long and continuous stage with a strong effort to present and involve both parties, including examining evidence and interviewing companies and workers. However, entrepreneurs do not heed the summons/letters sent by the supervisor. This shows that companies ignore and underestimate the legal mechanism related to the payment of overtime pay shortages.

   That if the company does not agree with the determination memorandum issued by the supervisor, referring to the provisions of Permenaker RI No. 1 of 2020, the appeal

mechanism is to the Ministry's Manpower Supervisor. However, the company ignored this and instead filed a lawsuit against PHI.

Thus, the supervisory memorandum can be mentioned as a legitimate and relevant product of state administrative law, and gives adequate consideration to the calculation of the shortfall in overtime wages that has been officially determined and out of place if the panel of judges ignores it.

3. Proof of Work System and Working Hours

a. That the defendant has consistently provided information that the workers in the company experience long working hours of 12 hours in one shift.
b. That the witnesses who gave testimony in the trial also revealed that they worked 12 hours per day.
c. That in the answer to the lawsuit, the lawyer has also mentioned that the provisions of laws and regulations (one of which is PP 36 of 2021 concerning wages, explains in detail that working hours are 8 hours and the rest is counted as overtime work.
d. That in his statement as a witness, the Manpower Supervisor also revealed the results of his examination which found the fact that the worker worked for 12 hours per day.
e. That the evidence owned by the company presented at the trial has also mentioned the existence of 12-hour working hours per day.
f. That based on the determination of supervision, it is also concluded that there is an excess of working hours as stipulated in PP 36/2021 concerning Wages

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Data, facts, evidence, and testimony have been consistently stated by the defendant, the defendant's attorney, the testimony of the worker, the testimony of the supervisor, and the evidence owned by the company, but this is not at all the responsibility of the panel of judges in deciding the case. The panel of judges should have made the provisions for calculating overtime wages based on PP 36/2021 concerning Wages rather than using the company's internal memo as a basis.

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4. Collective Agreements and Waivers

a. That in the law of the agreement, the principle of personality (personality) is known as regulated in article 1340 of the Civil Code.

This principle emphasizes that the agreement is only binding on the parties who make it (parties) and does not apply to third parties, and the scope of its binding is limited to the things agreed upon only.

b. In addition, article 1339 of the Civil Code, which reads: an agreement is not only binding for the things expressly stated in it, but also for everything that, according to the nature of the agreement, is required by propriety, custom, or law. Article 1339 stipulates that the agreement is not only binding on what is written (explicit), but also on the things required by the nature of the agreement, namely: propriety, custom, and law. This expands the scope of the parties' obligations beyond written documents.

c. The explanation for this is related to three additional bases:
   - Propriety (*billijkheid*): What is considered appropriate or fair in society regarding the agreement.
   - Custom (*gewoonte*): A custom that is common in a particular type of agreement.
     Law (wet): A legal provision that applies to regulate matters that are not regulated in detail in the contract.

d. This article serves to ensure that if there are aspects that are missed in the written agreement, propriety, custom, and law will fill in the gap, so that the obligations of the parties are not limited to the text. In summary, Article 1339 of the Civil Code emphasizes that good faith does not only include what is agreed, but also habits and binding laws.

e. Agreements that violate the law (do not meet the objective requirements, Article 1320 of the Civil Code), especially related to halal causes, are considered **void for the sake of law** (*void/null*). The agreement is considered to have never existed from the beginning, has no binding force, and cannot be enforced. The general understanding is that if the company believes that the layoff agreement automatically removes the company's obligation to pay the shortfall in overtime wages, it does not meet the objective requirements, Article 1320 of the Civil Code), especially related to halal causes.

Thus, it can be concluded that the layoff agreement does not automatically remove the rights of workers whose overtime wages have not been paid and the aggrieved party can file a lawsuit for compensation (costs, losses, and interest) or even criminal proceedings if there is an element of fraud. Since the agreement does not cover unpaid overtime wages, the

provisions of PP36/2021 automatically regulate the payment of overtime wages.

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5. Dispute Qualification

Layoffs and overtime wages are two different disputes, as regulated in Law 2/2004 on PPHI. The main difference between a rights dispute and a layoff dispute lies in the object of the dispute: a rights dispute focuses on the non-fulfillment of rights already regulated in a law or agreement, while a layoff dispute focuses on a disagreement over the termination of an employment relationship. Rights disputes demand the exercise of rights, while layoff disputes demand the validity of termination of employment.

The causes between the two disputes are different; the dispute over the rights of the Company does not provide what the worker should receive according to the applicable rules, while the dispute of the layoff of the Worker does not accept the decision of the layoff from the company, or there is a difference of opinion regarding the reason or procedure for the layoff.

Based on the explanation above, disputes (overtime wages) and layoff disputes are different classifications of disputes so that (although) they can be resolved together, but through different mechanisms. In this case, the panel of judges was not careful because it did not pay attention to this matter and instead decided that the appointment of the supervisor was not binding.

6. Burden of Proof

Regarding the burden of proof, there are several facts as follows:

a. The company included evidence of internal wage memos for 2022, 2023, and 2024: The panel of judges only saw this evidence as an "agreement agreed upon by both parties" without considering the objective condition, Article 1320 of the Civil Code, especially related to halal causes, is considered void/*null*. The agreement is considered to have never existed from the beginning, has no binding force, and cannot be enforced. The general understanding is that if the company believes that the layoff agreement automatically removes the company's obligation to pay the shortfall in overtime wages, it does not meet the objective requirements, Article 1320 of the Civil Code,

especially related to halal causes. The 2022, 2023, 2024 internal wage memo *is de jure* contrary to Government Regulation 35/2021 on Wages.

b. The panel of judges did not attempt to dig up other facts from the payroll ledger along with proof of bookkeeping and financial supporting documents must be kept for 10 years from the end of the company's financial year. This is in accordance with Law No. 8 of 1997 concerning Corporate Documents and tax provisions.

Based on the explanation above, the panel of judges did not pay attention to the evidence presented in the trial including the evidence presented by the company. The panel of judges should also order companies to open the wage book to find out the wage system.

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7. Assessment of Evidence and Witnesses

The panel of judges ignored various violations committed by the company as evidenced by various evidence and witness statements, namely:

a. Based on the testimony of the witnesses of the workers and former workers, and the Labor Supervisor at the trial and the evidence submitted by the defendant and from the plaintiff, the panel of judges should have known that the company had committed various violations openly and systematically using "power" to compel the workers to obey and submit. In addition to the payment of overtime pay shortages, the company has also committed violations for many years related to the labor relations system, K3, etc. The company's violations should be considered by the panel of judges in deciding the case.

b. Legally, evidence of company regulations and internal company memos related to wages that are used as evidence to contradict or violate higher laws and regulations are declared invalid and null and void. In this regard, it can be explained that:

- Hierarchy and Legal Compliance: according to Article 111 paragraph (2) of the Labor Law No. 13 of 2003, the provisions in the company's regulations/other rules under it must not conflict with the provisions of the applicable laws and regulations. Employee Rights Remain Protected:
- Sanctions for Companies: Companies that do not have a PP or have PP/internal memos that do not comply with the provisions can be subject to administrative sanctions up

to criminal sanctions and fines as stipulated in Article 188 jo 114 of the Manpower Law.

8. The panel of judges ignored the standard of *reasoned judgments*

Reasoned judgment is a decision that must be made when making a legal decision when the available evidence is insufficient / there is evidence that "as if" it is contradictory. In this condition, decision-making is based on risk analysis, assumption validation, and consequence considerations to minimize the potential negative impacts arising from limited information.

In making a decision, the panel of judges ignored the principles of *reasoned judgment:*

- **Beware of Assumptions:** the panel of judges makes decisions only by relying on assumptions and does not validate every available information/evidence.
- **Risk and Consequences Analysis:** the panel of judges does not conduct a consequence test to understand the pros and cons of each choice, especially if the legal or factual evidence is incomplete/inconclusive.
- **Avoid One Source:** The Tribunal only relies on internal company memos related to wages so that its verdict becomes biased.
- In the *legal context, judges are still obliged to decide cases based on the applicable law even though the evidence is incomplete/incomplete/inconclusive and needs to seek the use of* circumstantial evidence

9. Principles of Labor Protection *(In dubio pro operario)*

a. ***In dubio pro operario*/principle of labor protection** is a legal principle that states that if there is doubt in the interpretation or application of labor law norms, then the interpretation that must be chosen is **the most advantageous for workers**. This principle is an instrument of legal protection because the bargaining position of workers is considered weaker than that of employers in industrial relations.

b. The main characteristics of this principle are:

- Partiality in Doubt**:** Used when a rule has a double meaning or the existing evidence is not strong enough to corner one side.

- Structural Protection**:** Aims to balance the power relationship between employers who have more resources and workers as vulnerable parties.
- Application in Indonesia**:** Often used by judges in Supreme Court and Industrial Relations Court decisions as a basis for providing substantive justice for workers.
- Interpretation of the Agreement**:** If there is a clause in the employment agreement that has multiple interpretations regarding overtime or severance rights, then the interpretation that gives greater rights to the employee is used.
- Burden of Proof**:** If the company is unable to present valid documentary evidence related to the calculation of compensation, the judge may apply this principle to favor the workers' claim.

10. Principles of Equality Before the Law

a. *Equality before the law* is a legal principle that means every citizen has the same position, rights, and obligations in the eyes of the law without discrimination. This principle affirms that the law applies fairly, neutrally, and regardless of position, social status, or wealth. In Indonesia, this principle is guaranteed by Article 27 paragraph (1) of the 1945 Constitution.

b. The panel of judges ignored this principle because it ignored the basic concept of equality before the law:

- Equality in the Eyes of the Law: There is no special treatment for anyone, both officials and ordinary people. Evidently, the panel of judges favored the company and ignored the defense made by the workers.
- No Discrimination: Law enforcement is not based on race, religion, or wealth background. Evidently, the panel of judges discriminated against the evidence and testimony of the workers
- Rule of Law: It is the foundation of the rule *of law*, where the law is the commander-in-chief. Evidently, the panel of judges ignored the law.

11. The Politics of Cheap Wages

a. Low-wage politics is a government policy that limits wage increases to a minimum, often below a decent standard of living, in order to reduce production costs and attract foreign investment. This policy is considered to exploit labor for economic stability and ignore the welfare of workers, which

often has an impact on a decrease in workers' purchasing power.

b. Employers often implement these low wages with various internal rules (company regulations, memos, etc.) that legitimize low wages. As a result, by taking advantage of workers' ignorance and fear, they pay wages under the terms by engineering the law and threatening workers if they refuse.

c. Law enforcement officials, through their authority, "manipulate" recommendations, determinations, recommendations, decisions that cause workers to lose their basic rights (wages, overtime wages, THR, etc.). As a result, workers receive wages under the provisions of laws and regulations.

d. The panel of judges also did not consider that Indonesia's nickel industry is currently in a prime situation as the world's main producer (more than 60% *market share*) thanks to downstream and giant reserves. Based on data as of April 2026, Indonesia holds global market dominance/plays a key role with the mastery of the world's nickel supply, which makes it the center of global attention for renewable energy raw materials.

e. In this case, the panel of judges has decided a case that is contrary to the law, so that the workers lose their rights.

12. The judge's decision has eliminated criminal sanctions for entrepreneurs

a. Law No. 13 of 2003, Article 85 stipulates that:

(1) Workers are not required to work on official holidays.

(2) The employer may employ a worker to work on official holidays if the type and nature of the work must be carried out or carried out continuously or in other circumstances based on the agreement between the worker and the employer.

(3) Employers who employ workers who do work on official holidays as intended in paragraph (2) are obliged to pay overtime wages.

(4) Provisions regarding the type and nature of work as referred to in paragraph (2) are regulated by Ministerial Decree.

b. Violation of Article 13/2003 Article 85 of Law 13/2003 is regulated in Article 187:

(1) Whoever violates the provisions as referred to in Article 37 paragraph (2), Article 44 paragraph (1), Article 45 paragraph (1), Article 67 paragraph (1), Article 71 paragraph (2), Article 76, Article 78 paragraph, Article 79 paragraph (1), and paragraph (2), Article 85 paragraph (3), and Article 144, shall be subject to criminal sanctions of

imprisonment for a minimum of 1 (one) month and a maximum of 12 (twelve) months and/or a fine of at least IDR 10,000,000, 00 (ten million rupiah) and a maximum of Rp100,000,000.00 (one hundred million rupiah).

(2) Criminal acts as intended in paragraph (1) are criminal offenses.

c. Based on Government Regulation in Lieu of Law (Perppu) Number 2 of 2022, Article 187 paragraph 1 states that if employers do not comply with overtime limits and do not pay overtime wages for employees, they can be threatened with imprisonment for a minimum of 1 month and a maximum of 1 year and/or a fine of at least 10 million rupiah and a maximum of 100 million rupiah.

13. Traumatic impact on workers and law enforcement later in life

a. The verdict in this case hurts the sense of justice that should be received by workers by getting overtime wages paid from their sweat and calculated in accordance with PP 36/2021 on Wages.

b. The decision in this case also has the potential to eliminate the rights of all workers in the company with a larger nominal.

c. The decision in this case perpetuates the company's internal rules that are clearly contrary to the applicable law in Indonesia, so that respect and trust in the law will be lost.

d. The verdict in this case, in the future, encourages the courage for other companies to commit the same violation.

e. The decision in this case has eliminated the potential state revenue obtained from workers' taxes.

D. KIBA LABOR VERDICT PUBLIC TEST COMPETITION

The public examination of the decision of the KIBA labor case will be officially held on April 17, 2026 at the UIN Alauddin Makassar Campus. The forum is not just about bringing together four experts from various fields of law and employment—more than that, it is designed as an open space involving trade union representatives, journalists, and civil society elements. A forum that, from the beginning, was not intended only for academics or legal practitioners.

We are of the view that the decision No. 30/Pdt.Sus-PHI/2025/PN.Mks is a real threat to the future of industrial relations in Indonesia. In the midst of an already chaotic labor system, this decision comes not as a solution, but as a new layer that thickens the vulnerability and job uncertainty of millions of Indonesian workers. The impact will not stop at the welfare of the 1,962 KIBA workers—it has the potential to spread far, setting a precedent that harms the entire working class in this country.

We need to emphasize: Chief Judge Djulita Tandi Massora, Judge Member Sibali, and Member Judge Abdi Pribadi Rahim have handed down a verdict that not only harms thousands of KIBA workers, but indirectly threatens the rights of all Indonesian workers. These names need to be recorded—not as personal attacks, but as a form of public accountability for every hammer knock that has far-reaching consequences.

One of the most striking irregularities in this decision is the ignorance of the Determination issued by the Bantaeng Manpower Supervisor as a matter of consideration. This is not a trivial matter. In the labor rights

dispute resolution mechanism, the determination of the labor supervisor is a formal stage that must be passed before a case can move up to the trial level. Ignoring it is not just a procedural omission—it is a signal that the panel of judges is actively choosing not to look at the facts that are not favorable to the plaintiff. Furthermore, we note that of the many considerations and evidence submitted by the 20 KIBA workers as the defendant, almost none of them are meaningfully contained in the consideration of the decision of the panel of judges. It is as if the defendant's voice is considered non-existent.

Therefore, through this public examination, we do not stop at criticism. We use the annotation of this decision as an instrument to open a wider discussion—inviting the public, academics, legal practitioners, and the general public to participate in assessing the legal logic used by the Makassar District Court panel of judges. We open a space for dialogue, exchange of views, and formulation of joint strategies in an effort to restore the dignity and rights of workers throughout Indonesia.

And there is no more appropriate moment to open this conversation than **International Labor Day**. On a day when the world celebrates the struggle of the working class, we invite all elements of society to make the decision Number 30/Pdt.Sus-PHI/2025/PN.Mks not only a legal document—but a mirror of the state of justice that we are facing together.

E. CONCLUSION

1. The panel of judges has made a fatal mistake by ignoring evidence, witnesses, trial facts and the situation on the ground, thus depriving workers of their rights;
2. The panel of judges ignores and violates the legal hierarchy that endangers the enforcement and rule of law in Indonesia;
3. This problem is not only related to KIBA workers but will harm the wider workforce in Indonesia, for that reason advocacy efforts must be increased nationally and globally;
4. The decision is not firm because it cannot distinguish between a dispute of rights and a dispute over layoffs;
5. The panel of judges shifted the focus from "whether normative rights are fulfilled" to "whether there has been payment";
6. The panel of judges did not carefully read and position internal memos that were contrary to laws and regulations;
7. The Panel of Judges in its legal considerations did not adequately process the facts of the 12-hour work system and its implications for overtime, neglect of working conditions and did not give sufficient consideration to the determination of the labor supervisor;

8. Contradictory to each other and have the potential to cause multiple interpretations and misinterpretations of the judge's decision;
9. There is no logical connection between the explanation of the construction of the case and the judge's decision;
10. Sociologically, court decisions that are not connected to the sense of justice and existing legal facts can lead to disobedience to the judicial institution.
11. Neglect of labor law standards in this decision has the potential to be qualified as a violation of human rights in the form of an act of omission to the right to decent work (Article 23 of the DUHAM, Article 7 of the KIHESB Covenant, Article 27 Paragraph (2) and Article 28D Paragraph (2) of the 1945 Constitution, Article 11, Article 38 and Article 40 of Law No. 39 of 1999);


LBH
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