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Implementation of The Non-Discrimination Principle Towards Layoffs (Termination of Employment) UNILAY (Case Study on PT. Yihong Novatex Indonesia Layoffs 1,126 Workers)

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Abstract. This study discusses the case of unilateral termination of employment by PT Yihong Novatex Indonesia against more than 1,100 workers, which has sparked a debate over legality and fairness in industrial relations. PT Yihong Novatex Indonesia, a Chinese foreign-invested company in the textile and footwear industry, carried out mass layoffs on the grounds of operational efficiency due to a decline in orders and production disruptions. However, this action was deemed inconsistent with Law No. 6 of 2023 concerning the Stipulation of Government Regulation in Law No. 2 of 2022 concerning Job Creation into Law (Job Creation Law) because it did not meet the elements of proof of efficiency, was not carried out through negotiations with the labor union, and was not accompanied by the provision of normative workers' rights such as severity pay. This study uses a normative legal method with a statute approach. Data was obtained through literature review and interviews with legal experts. The results of the study show that the unilateral termination of employment by PT Yihong Novatex Indonesia is not in line with the principles of nondiscrimination and worker protection, and there are indications of union busting practices that violate Article 28E paragraph (3) of the 1945 Constitution and Law No. 21 of 2000 concerning Labor Unions. In conclusion, the unilateral termination of employment by PT Yihong Novatex Indonesia does not reflect justice and legal certainty for workers. The settlement of the case through the Bandung Industrial Relations Court (PHI) is an important step in enforcing fair labor laws and strengthening the protection of workers' rights to organize and their welfare in Indonesia.

Keywords: Efficiency; Employment; Layoffs; Justice; Worker.

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SINTA 3 Degree No. 225/E/KPT/2022

ISSN: 2747-2604

Volume 7 No.3, September 2025, (551-561)

1. Introduction

A state based on the rule of law is a state that carries out all government affairs based on law. The purpose of the state, as stated in paragraph 4 of the preamble to the 1945 Constitution of the Republic of Indonesia, is "to protect the entire Indonesian nation and all of Indonesia's territory and to advance the welfare of the people to enlighten the life of the nation, and to participate in implementing world order based on independence, eternal peace and social justice". In its development, the benefits of law itself are aimed at providing security and order and ensuring the welfare of the people from the state. Law itself, besides regulating humans against potential threats, also regulates relationships between people. One of the relationships that arise between people is the employment relationship, namely between workers and employers. The complex relationship between workers and employers naturally requires regulations to regulate, limit, and ensure the welfare of all parties involved. One of the most recent regulations drafted by Indonesia is the Law No. 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 concerning Job Creation into Law (Job Creation Law). As stated in Law No. 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 concerning Job Creation into Law (Job Creation Law), what is meant by an employment relationship is the relationship between an employer and a worker/laborer based on an employment agreement, which has elements of work, wages and orders (Mertokusumo, S, 2011).

The relationship between employees and employers is closely linked to problems, particularly in developing countries, including Indonesia. One such issue is unilateral termination of employment by companies, which is not uncommon in Indonesian companies. This aligns with the opinion expressed by Umar Kasim, who stated that one of the most common issues in employment relationships is termination of employment (PHK). According to Law No. 13 of 2003 concerning Manpower, termination of employment is the termination of an employment relationship due to a certain reason that results in the termination of the rights and obligations between the worker/laborer and the employer. The termination of an employment relationship for workers can result in workers losing their livelihoods, which also means the beginning of a period of unemployment with all its consequences. Therefore, to ensure the certainty and peace of life of workers, there should be no termination of employment. However, the reality proves that termination of employment cannot be prevented entirely (Umar Kasim, 2004).

One such phenomenon of unilateral layoffs (PHK) was experienced by employees of PT Yihong Novatex Indonesia. PT Yihong Novatex Indonesia is a company engaged in the textile and footwear industry. This company is a foreign investment from China that opened a factory in Indonesia to support export production needs. The factory is located in Kanci Village, Astanajapura District, Cirebon Regency,



SINTA 3 Degree No. 225/E/KPT/2022

ISSN: 2747-2604

Volume 7 No.3, September 2025, (551-561)

West Java. The factory began operations in 2023 and is one of the largest industrial facilities in the East Cirebon region. The company's main product is footwear intended for the international market. In a short time, PT Yihong was able to absorb more than a thousand local workers. Its existence was once considered one of the promising labor-intensive investments in the manufacturing sector. The company's initially stable condition experienced a major shock with the large-scale layoffs (https://smartlegal.id).

The chronology began with the dismissal of three union members who were deemed active in voicing workers' aspirations. The termination of their contracts was carried out without adequate explanation from the company. Other workers responded to the situation by staging a four-day strike. They demanded clarification and rejected the company's unilateral policy, which they deemed discriminatory against union officials. Instead of responding to their demands through dialogue, PT Yihong Novatex management took a different approach. On March 10, 2025, the company announced the layoffs of more than 1,100 workers. This decision was a major shock to workers and sparked widespread protests. The company cited a drastic decline in orders, along with operational disruptions due to the previous strike. The strike, which lasted for three consecutive days, was triggered by late payment of wages and working hours. Workers stated that they were only demanding basic rights that should already be regulated by labor laws (www.cnbcindonesia.com).

The application of the principle of non-discrimination in carrying out unilateral Termination of Employment (PHK) as PT Yihong Novatex Indonesia above is an issue that the author will discuss the legality and its relationship with existing regulations, namely the Law. No. 13 of 2003 concerning Manpower, Law No. 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 concerning Job Creation into Law (Job Creation Law) and other laws related to employment in Indonesia.

2. Research Methods

The type of research used by the author is Normative Legal Research. Meanwhile, the author uses Normative Legal Research to optimize this research. The main focus of the study is law, conceptualized as norms or rules that apply in society and serve as a reference for everyone's behavior. Therefore, normative legal research focuses on the inventory of positive law, legal principles and doctrines, legal discovery in concrete cases, legal systematics, levels of synchronization, legal comparisons, and legal history (Abdulkadir Muhammad, 2004). In this study, the data analysis technique used by the researcher was qualitative analysis. The descriptive qualitative analysis method analyzes, describes, and summarizes all conditions and situations from data collected by the researcher through interviews and literature review (I Made Winartha, 2006).



SINTA 3 Degree No. 225/E/KPT/2022

ISSN: 2747-2604

Volume 7 No.3, September 2025, (551-561)

3. Results and Discussion

3.1. Settlement of the Unilateral Termination of Employment (PHK) Case by PT Yihong Novatex Indonesia

As stated in Law No. 6 of 2023 concerning Chapter I Article I paragraph 9 "Business Entity is a business entity in the form of a legal entity or not in the form of a legal entity established in the territory of the Unitary State of the Republic of Indonesia and conducting business and/or activities in certain fields." In this case, PT Yihong Novatex Indonesia is also a business entity based on a non-public deed of establishment. PT Yihong Novatex Indonesia is a company engaged in the textile and footwear industry. This company is a foreign investment from China that opened a factory in Indonesia to support export production needs. The factory is located in Kanci Village, Astanajapura District, Cirebon Regency, West Java. The factory began operating in 2023 and is one of the largest industrial facilities in the East Cirebon area. Since March 2025, the case of unilateral layoffs began, ultimately resulting in the unilateral layoff of more than 1,100 workers at PT Yihong Novatex Indonesia (www.lbhbandung.or.id).

Referring to the case, the workers provided a chronology from their perspective. According to the workers of PT Yihong Novatex Indonesia, in 2022, local residents of Kanci Village protested against the presence of PT Yihong Novatex Indonesia. This action was a form of protest by residents against recruitment that was deemed disrespectful to indigenous people as workers. During the action, residents carried posters demanding that the company be closed if it did not accommodate the aspirations of the local community. On January 31, 2025, a group of PT Yihong workers who were not yet unionized filed an official complaint with the Cirebon Region 3 Labor Inspection Technical Implementation Unit (UPTD) regarding the violation of normative rights they experienced. Furthermore, on February 3, 2025, a group of PT Yihong workers registered their labor union with the Cirebon Regency Manpower Office through a letter numbered: 001/OUT/SBDIPT.YNI/I/2025 under the name of the Democratic Labor Union of PT. Yihong Novatex Indonesia which is affiliated with the Confederation of the Indonesian Trade Union Alliance Congress. That on February 10, 2025, as a followup to the workers' complaint made on January 31, 2025, the Cirebon Region III Manpower Inspection UPTD conducted an inspection of the company. On February 12, 2025, the SPDI PT. YNI-KASBI statement decision letter was officially issued by the Head of the Cirebon Regency Manpower Office with the number: 500.15.13.1/02/II/KAB.CRB/SP-SB/2025. Furthermore, the UPTD for Manpower Supervision issued an inspection note dated February 28 via letter number: 1476/TK.04.04/pk Wil III Crb, which in the main content of the letter stated that there were findings of four labor violations committed by the company.

1. PKWT Compensation



SINTA 3 Degree No. 225/E/KPT/2022

ISSN: 2747-2604

Volume 7 No.3, September 2025, (551-561)

- 2. Working Hours Debt
- 3. Part-Time Employee Status
- 4. Socialization of Company Regulations

That after the issuance of the inspection note, the company actually unilaterally terminated the employment of a number of workers in three waves, namely: the first wave of layoffs of 20 people, the second wave of layoffs of 60 people, and the third wave of layoffs of 3 people. Apart from that, according to workers, there are indications of the existence of rival unions and the eradication of trade unions by the company. called the Company-Level Workers Union (SPTP), which was allegedly established in 2024 without the workers' knowledge. The company's actions in forming a rival union, prohibiting workers from joining a particular union, and laying off workers affiliated with a particular union constitute unionbusting, which in principle also violates the law. Those who were laid off were included in the category that should have been appointed as permanent employees (PKWTT) based on the inspection note. Then, on March 11, 2025, members of the KASBI Confederation from labor unions at other companies domiciled in Cirebon, including SBDI PT. LRI, SBDI PT. KGC, and SBDI PT. DFC, joined in solidarity with the struggle of SBDI PT. Yihong Novatex Indonesia participated in a demonstration. The demonstration took place in front of the PT. Yihong Novatex Indonesia factory gate and continued in front of the Cirebon District Head's Office (www.kumparan.com).

On the other hand, the government, through the Cirebon Regency Manpower Office, as conveyed by Mr. Novi Hendrianto as Head of the Cirebon Regency Manpower Office, stated that PT. Yihong Novatex Indonesia is not indicated to be in a state of bankruptcy and also stated that the Cirebon Regency Government does not want there to be mass layoffs. However, due to miscommunication between the owner and the workers, layoffs were inevitably imposed. Another reason was that during the mass strike, the company was subject to penalties from the buyer. Meanwhile, at the time of the mass layoffs, PT. Yihong Novatex Indonesia remained quiet, stating that the layoffs were due to operational efficiency.

Until October 29, 2025, Workers of PT Yihong Novatex Indonesia who are members of the Independent Democratic Labor Union (SBDI) of PT Yihong Novatex Indonesia, affiliated with the Confederation of the Indonesian Trade Union Alliance Congress (KASBI), attended a hearing at the Bandung Industrial Relations Court (PHI) on Wednesday, October 29, 2025. The hearing was scheduled to read out the lawsuit filed by the company against the workers. The development of the mass layoff case by PT. Yihong Novatex Indonesia has not yet had a final and binding decision. Apart from the litigation realm, this case also took place in the non-litigation realm through mediation.



SINTA 3 Degree No. 225/E/KPT/2022

ISSN: 2747-2604

Volume 7 No.3, September 2025, (551-561)

3.2. Settlement of Unilateral Termination of Employment (PHK) Cases that Provide Justice for Workers in Accordance with Law No. 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 concerning Job Creation to Become Law (Job Creation Law)

Termination of Employment is regulated in Articles 151 to 156 of Law No. 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 concerning Job Creation into Law. As regulated in Article 154A of Law No. 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 concerning Job Creation into Law (Job Creation Law), which contains:

Article 154A

- "(1) Termination of Employment may occur for the following reasons:
- a. The Company carries out a merger, amalgamation, takeover or separation of the Company and the Worker/Laborer is not willing to continue the Employment Relationship or the Employer is not willing to accept the Worker/Laborer;
- b. The company carries out efficiency measures followed by Company Closure or not followed by Company Closure due to the Company experiencing losses;
- c. The company closed because the company experienced continuous losses for 2 (two) years;
- d. Company closes due to force majeure;
- e. The company is in a state of suspension of debt payment obligations;
- f. Bankrupt company;
- g. there is a request for Termination of Employment Relations submitted by the Worker/Laborer on the grounds that the Employer has committed the following acts:

i.abuse, insult or threaten workers/laborers;

- ii.persuade and/or order workers/laborers to carry out actions that are contrary to statutory regulations;
- iii.not paying wages on time as determined for 3 (three) consecutive months or more, even though the Employer pays wages on time after that;

iv.not carrying out obligations that have been promised to Workers/Labourers;

v.ordering workers/laborers to carry out work outside that which was agreed upon; or

LDJ LAW DEVELOPMENT

SINTA 3 Degree No. 225/E/KPT/2022

ISSN: 2747-2604

Volume 7 No.3, September 2025, (551-561)

vi.providing work that endangers the life, safety, health and morality of workers/laborers, while the work is not stated in the employment agreement;

h. there is a decision from the Industrial Relations Dispute Resolution Agency stating that the Employer has not carried out the actions referred to in letter (g) regarding the application submitted by the Worker/Laborer and the Employer decides to terminate the Employment Relationship;

i. Workers/Laborers resign of their own volition and must fulfill the following requirements:

i.submit a written resignation application no later than 30 (thirty) days before the start date of the resignation;

ii.not bound by a service bond; and

iii.continue to carry out his/her obligations until the date of resignation;

- j. Workers/Laborers are absent for 5 (five) working days or more in a row without written explanation accompanied by valid evidence and have been summoned by the Employer 2 (two) times appropriately and in writing;
- k. The worker/laborer commits a violation of the provisions stipulated in the Employment Agreement, Company Regulations, or Collective Labor Agreement and has previously been given a first, second, and third warning letter consecutively, each valid for a maximum of 6 (six) months unless otherwise stipulated in the Employment Agreement, Company Regulations, or Collective Labor Agreement;
- I. Workers/Laborers are unable to carry out work for 6 (six) months due to being detained by the authorities on suspicion of committing a crime;
- m. Workers/Laborers experience prolonged illness or disability due to a work accident and are unable to carry out their work after exceeding 12 (twelve) months;
- n. The worker/laborer enters retirement age; or o. The worker/laborer dies.
- (2) In addition to the reasons for Termination of Employment as referred to in paragraph (1), other reasons for Termination of Employment may be stipulated in the Employment Agreement, Company Regulations or Collective Employment Agreement as referred to in Article 61 paragraph (1).
- (3) Further provisions regarding procedures for Termination of Employment Relations are regulated in Government Regulations."

In relation to the case of PT. Yihong Novatex Indonesia, the unilateral termination of employment (PHK) carried out by PT. Yihong Novatex Indonesia is an action



SINTA 3 Degree No. 225/E/KPT/2022

ISSN: 2747-2604

Volume 7 No.3, September 2025, (551-561)

permitted by statutory regulations, namely Article 154A of Law No. 6 of 2023. One of the reasons permitted for unilateral layoffs is efficiency, which reads, "The company carries out efficiency followed by Company Closure or not followed by Company Closure due to the Company experiencing losses;...". In general, operational efficiency is a company's effort to make production or operational activities more effective so that the costs incurred are smaller than the results obtained, without reducing the quality or productivity of work. In the context of employment law, the term "efficiency" often appears as a legitimate reason for carrying out Termination of Employment (PHK) as regulated in Article 154A paragraph (1) letter b of Law No. 6 of 2023 concerning Job Creation, operational efficiency is an action taken by a company to adjust the number of workers or operational costs so that the company can survive, usually done because:

- a. Decrease in market demand or production;
- b. Increase in operational costs (raw materials, energy, logistics, etc.);
- c. Implementation of new technologies that replace human labor;
- d. Restructuring the organization to be more efficient and faster;
- e. Preventive steps before the company actually experiences financial losses.

In the case of PT. Yihong Novatex Indonesia, the most appropriate reason used in this case is as a preventative measure before the company actually suffers financial losses. Considering the mass strike movement that resulted in the company being subject to penalties from the buyer. However, the use of Article 154A letter b cannot be used arbitrarily or without reason, as Law No. 6 of 2023 requires companies to do three things:

- a. Proving a real need for efficiency (not a made-up excuse);
- b. Through negotiations with workers or trade unions;
- c. Providing severance pay and normative rights as regulated in Article 156.

Referring to the case of PT. Yihong Novatex Indonesia and the developing legal facts, PT. Yihong Novatex Indonesia has not fulfilled these three points. Without fulfilling these points, worker protection has not been realized. Termination of employment (PHK) is the last action a company can take to save its company. Mass layoffs are also an extraordinary event that companies should avoid because it concerns justice and the welfare of many people. The conditions stipulated in the legislation must be met in full without exception to realize worker protection.

If we refer to the resolution of the case from the perspective of workers and trade unions inside and outside PT. Yihong Novatex Indonesia, thenCompany actions in terms of forming rival unions, prohibiting workers from joining certain unions and



SINTA 3 Degree No. 225/E/KPT/2022

ISSN: 2747-2604

Volume 7 No.3, September 2025, (551-561)

laying off workers affiliated with certain unions are Union Busting actions which in principle are also against the law. Not only does it violate the law, the practice of union busting also violates the principle of human rights which have the right to freedom of association and assembly. As a basic right recognized by the state, this right is also clearly stated in Article 28E paragraph (3) of the 1945 Constitution. The practice of union busting is classified as an unhealthy labor practice (unfair labor practice). Union busting can be interpreted as an employer's activity to prevent workers/laborers from forming or carrying out union/labor union activities (https://spn.or.id). In other words, union busting is a minor action that denies, hinders and sterilizes the function and role of labor unions. In an effort to protect workers' rights to unionize, there is legal protection for labor unions from union busting as stated in Article 28 of Law No. 21 of 2000 which clearly states that anyone is prohibited from hindering or forcing workers to form or not to form, become administrators or not to become administrators, become members or not to become members and/or carry out or not to carry out the activities of labor unions by:

- 1. terminate employment, temporarily suspend, demote, or transfer;
- 2. not paying or reducing workers' wages;
- 3. committing intimidation in any form;
- 4. conducting a campaign against the formation of trade unions/labor unions.

Violation of this Article constitutes a criminal act and can be subject to a prison sentence of at least 1 year and a maximum of 5 years, and/or a fine of at least IDR 100 million and a maximum of IDR 500 million as explained in Article 43 paragraph (1) of Law No. 21 of 2000.

4. Conclusion

The unilateral termination of employment (PHK) by PT Yihong Novatex Indonesia of more than 1,100 workers demonstrates a violation of the principles of justice and legal protection for workers as stipulated in Law No. 6 of 2023 concerning Job Creation. Although the company argued that the layoffs were due to operational efficiency concerns due to late deliveries and penalties from buyers, the action failed to meet applicable legal requirements, namely proving the need for efficiency, negotiating with labor unions, and granting normative rights such as severance pay. In addition, allegations of union busting through the formation of rival unions and the layoffs of union members indicate a violation of the right to freedom of association as guaranteed by Article 28E paragraph (3) of the 1945 Constitution and Law No. 21 of 2000 concerning Workers' Unions. This practice is classified as unfair labor practice and can be subject to criminal sanctions. The resolution of this case is still ongoing at the Bandung Industrial Relations Court (PHI), but substantially, PT Yihong Novatex Indonesia's actions do not reflect



SINTA 3 Degree No. 225/E/KPT/2022

ISSN: 2747-2604

Volume 7 No.3, September 2025, (551-561)

justice for workers. Mass layoffs should be a last resort after all dialogue and mediation mechanisms have been exhausted, not a unilateral measure that harms workers' rights. Therefore, strict implementation of labor laws and protection of labor unions are absolutely necessary to achieve fairness and balance in industrial relations in Indonesia.

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SINTA 3 Degree No. 225/E/KPT/2022

ISSN: 2747-2604

Volume 7 No.3, September 2025, (551-561)

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