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Annual Bonus Default, Non-Discrimination Principle, and Workers' Rights Protection in Indonesian Industrial Relations Court

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Abstract: Annual bonuses occupy an ambiguous yet legally consequential position in Indonesian employment law: they are neither wages in the strict statutory sense nor purely discretionary employer benefits. This ambiguity generates industrial disputes with significant implications for workers' normative rights. This study examines two central questions: the mechanism for resolving industrial relations disputes under Law Number 2 of 2004 on the Settlement of Industrial Relations Disputes, and the legal analysis of annual bonus default as adjudicated in PHI Decision Number 15/Pdt.Sus-PHI/2024/PN.Bdg. Employing normative legal research through statute and case approaches, this study analyzes primary, secondary, and tertiary legal materials using prescriptive-analytic methodology. The findings reveal that the PPHI Law constructs a mandatory, tiered dispute resolution architecture from bipartite negotiation through mediation, conciliation, and arbitration, to PHI litigation as a final resort premised on the exhaustion of consensual mechanisms before judicial intervention. More critically, this study establishes that annual bonuses institutionalized through collective labor agreements constitute enforceable normative rights. An employer's unilateral internal memorandum that denies bonus entitlements to workers who completed active service throughout a fiscal year solely on the basis of administrative employment status at an arbitrary cut-off date constitutes unlawful discrimination under Article 6 of the Manpower Law. The PHI correctly applied a proportional accrual methodology, affirming that retirement does not extinguish rights vested through prior performance.

1. Introduction

The relationship between employers and workers is, at its most fundamental level, a contractual bond one that carries the weight of mutual obligation, legal expectation, and the pursuit of substantive justice. Within this bond, compensation stands not merely as a financial transaction but as a normative expression of the state's constitutional mandate to protect the dignity and welfare of every working citizen.[1] Annual bonuses, as one component of the broader remuneration architec-

[1] Subhan Zein, "Constitutional Protection of Workers' Rights and Social Justice in Indonesia," *Constitutional Review* 8, no. 1 (2022): 89–112, https://doi.org/10.31078/consrev812.

ture, occupy a peculiar yet legally significant position: they are neither wages in the strict statutory sense nor discretionary gifts entirely within the employer's unilateral authority. This ambiguity deliberately unaddressed by the legislative framework has become a fertile ground for industrial disputes, discrimination, and the erosion of workers' rights.[2]

Indonesia's Manpower Law, Law Number 13 of 2003, and its subsequent reform through Law Number 6 of 2023 on Job Creation, establish a comprehensive framework for the protection of workers' normative rights. Yet the legal status of annual bonuses remains conspicuously silent in primary legislation, regulated only at the level of a ministerial circular specifically, Circular Letter of the Minister of Manpower Number SE-07/MEN/1990 which categorizes bonuses as non-wage income distributed based on company profits.[3] This regulatory gap between the constitutional ideal of fair remuneration and the practical reality of bonus allocation has generated persistent, unresolved tensions in Indonesian industrial relations. The absence of a clear statutory right to bonuses does not, however, mean that employers possess unfettered discretion to deny or manipulate bonus entitlements. Where bonuses have been institutionalized through collective labor agreements (PKB), they acquire binding legal force equivalent to autonomous law within the employment relationship.[4]

The normative ambiguity surrounding annual bonuses intersects acutely with the principle of non-discrimination embedded in Article 6 of the Manpower Law, which guarantees every worker the right to equal treatment without discrimination. This principle finds its constitutional anchor in Article 27 paragraph (2) and Article 28D paragraph (2) of the 1945 Constitution of Indonesia. When companies issue internal memoranda such as an Office Memorandum that condition bonus eligibility on administrative status at a specific cut-off date, they risk constructing a discriminatory criterion that bears no rational connection to actual work performance, thereby violating the constitutional guarantee they are obliged to uphold.[5] The legal danger embedded in such policies is not theoretical. It is structural: internal company regulations that depart from the anti-discrimination norms of the Manpower Law are, by operation of law, invalid to the extent of that inconsistency.

Recent empirical research on fair bonus formulation in Indonesia's state-owned enterprises demonstrates that the distributional fairness of annual bonuses remains a persistently contested terrain, with management's unilateral determination of bonus pools frequently triggering industrial disputes filed before the Industrial Relations Court (PHI).[6] The problem is not merely administrative; it is jurisprudential. Courts are increasingly confronted with questions that existing statutory frameworks inadequately address: At what point does a company's bonus policy cross the threshold from legitimate business discretion to unlawful discrimination? Does the termination

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2 Effnu Subiyanto and Roy Kurniawan, "Designing Fair Annual Bonus Formulations for Workers: A Case Study of the State-Owned Enterprise Cement Holding in Indonesia," *Humanities and Social Sciences Communications* 9, no. 1 (2022): 443, https://doi.org/10.1057/s41599-022-01471-3.

3 Circular Letter of the Minister of Manpower of the Republic of Indonesia Number SE-07/MEN/1990 of 1990 Concerning Wage Grouping.

4 Yustisio, Bernard and Sinaga, Niru and Sujono, Sujono. "Arrangement and Implementation of Pancasila Industrial Relations in Company Regulations and Collective Labor Agreements," *Jurnal Hukum Sehasen* 7, no. 4 (2023): 1–15, https://doi.org/10.31004/jhs.v7i4.4661.

5 Eka Norma, "Tinjauan Negara Hukum terhadap Perlakuan Diskriminatif dalam Penempatan dan Perlakuan Kerja: Kajian Putusan No. 41/Pdt.Sus-PHI/2023/PN Bdg," *Staatsrecht: Indonesian Constitutional Law Journal* 8, no. 2 (2025): 1–22, https://doi.org/10.15408/staatsrecht.v8i2.4610.

6 Effnu Subiyanto and Roy Kurniawan, "Designing Fair Annual Bonus Formulations for Workers," *Humanities and Social Sciences Communications* 9, no. 1 (2022): 443, https://doi.org/10.1057/s41599-022-01471-3.

of an employment relationship by retirement, resignation, or any other cause extinguish a worker's entitlement to a bonus accrued during active service? What evidentiary standards must courts apply when assessing the discriminatory character of internal company memoranda that establish bonus eligibility criteria?

These questions carry immediate consequences for the hundreds of thousands of Indonesian workers who transition out of employment every year and who find themselves dispossessed of performance-based compensation they legitimately earned through months of productive labor.[7] The case that forms the analytical core of this study PHI Decision Number 15/Pdt.Sus-PHI/2024/PN.Bdg crystallizes precisely this tension. The plaintiff, Ramza Aziz, served as Accounting Department General Manager at PT Mitsubishi Motors Krama Yudha Indonesia for seven years before reaching mandatory retirement age. He completed eleven months and twenty-seven days of active service within Fiscal Year 2022 (April 2022 to March 2023), having fulfilled all his professional obligations throughout that period. Yet the company denied him the annual bonus for Fiscal Year 2022, relying on an internal Office Memorandum that restricted full bonus eligibility to employees who remained "active" through March 31, 2023 a criterion that excluded the plaintiff by a margin of merely three days.[8]

The resolution of industrial relations disputes in Indonesia follows a layered procedural architecture prescribed by Law Number 2 of 2004 on the Settlement of Industrial Relations Disputes (PPHI Law). This framework establishes a mandatory progression from bipartite negotiation to tripartite mediation, conciliation, or arbitration, before resort to litigation before the PHI. The structure reflects a legislative preference for consensual, extra-judicial resolution that is efficient, cost-effective, and preserves the ongoing employment relationship.[9] However, when non-litigation channels fail as they did in the present case the PHI serves as the judicial backstop for the vindication of workers' rights, operating within a specialized jurisdiction that demands not merely formal legalism but a substantive engagement with the principles of justice, non-discrimination, and contractual equity.[10]

The scholarly literature on Indonesian industrial relations law has addressed various dimensions of employment dispute resolution, including wrongful termination,[11] wage imbalance and discrimination,[12] minimum wage enforcement,[13] and the procedural mechanics of PHI proceedings.[14] The Omnibus Law on Job Creation (Law No. 6 of 2023) has further complicated the normative landscape by reconfiguring the regulatory framework governing wages, severance, and employment protection, raising fundamental questions about the adequacy of workers' rights in

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7 Oktarina Tanudjaja NF., "Fair Remuneration of Workers in Micro and Small Enterprises in Job Creation Act," *Jurnal Cakrawala Hukum* 13, no. 2 (2022): 210–221, https://doi.org/10.26905/idjch.v13i2.

8 Industrial Relations Court Decision Number 15/Pdt.Sus-PHI/2024/PN.Bdg.

9 Muhammad Imam, "Critical Analysis of the Policy of Mediation Time in the Employment Disputes Settlement," *Jurnal Ilmu Hukum Mulawarman* 15, no. 1 (2022): 90–110, https://doi.org/10.30872/jih.v15i1.4132.

10 Romli Sehuddin and Achmad Nurmandi, "Acte Van Dading in the Settlement of Industrial Relations Disputes in Indonesia," *Cogent Social Sciences* 9, no. 1 (2023): 2274148, https://doi.org/10.1080/23311886.2023.2274148.

11 Lalu Husni, *Penyelesaian Perselisihan Hubungan Industrial Melalui Pengadilan dan di Luar Pengadilan* (Jakarta: PT. RajaGrafindo Persada, 2007), 1.

12 Ningsih Rahayu, "Legal Analysis of the Imbalance of Wages Between Recruited Workers and Employees Regarding Minimum Wages (Decision Number 99/Pdt.Sus-PHI/2024/PN Mdn)," *Pancasila and Society Studies Journal* 3, no. 2 (2025): 665, https://journal.privietlab.org/index.php/PSSJ/article/view/665.

13 Muhamad Abas, "Analysis of Violations of Minimum Wage Payment (Study of Decision Number 401/Pid.B/2012/PN.Bwi)," *Journal of Legal Justice* 2, no. 1 (2017): 48.

14 Ugo and Pujiyo, *Hukum Acara Penyelesaian Perselisihan Hubungan Industrial* (Jakarta: Sinar Grafika, 2010), 35.

a legislative environment increasingly oriented toward investment facilitation.[15] Conceptual errors in the statutory framework particularly the blurring of the roles of mediators and conciliators under the PPHI Law have additionally compromised the effectiveness of non-litigation dispute resolution, burdening the courts with cases that should have been resolved at earlier stages.[16]

Yet notwithstanding this growing body of scholarship, a critical analytical gap persists: the legal status of annual bonuses as a component of workers' normative rights particularly in scenarios involving the termination of employment prior to the formal bonus payment date has received insufficient judicial and academic attention. Existing research has examined the mechanics of bonus formulation from a management perspective[17] and the general principles governing fair remuneration under Indonesian law.[18] Comparative studies on collective labor dispute resolution in Southeast Asia have also highlighted the plurality of regulatory frameworks governing labor relations.[19] However, no prior study has systematically examined the judicial reasoning applied by Indonesian courts when confronted with claims of discriminatory bonus denial predicated on internal company memoranda, nor has any prior work articulated the normative conditions under which a bonus accrued through active performance service crystallizes into an enforceable legal right that survives the formal cessation of the employment relationship. This constitutes the research gap that the present study directly addresses.[20]

The novelty of this article lies in three interconnected contributions. First, it provides the first doctrinal analysis of PHI Decision No. 15/Pdt.Sus-PHI/2024/PN.Bdg through the lens of the non-discrimination principle under Article 6 of the Manpower Law, demonstrating how the court's evaluation of a company's internal memorandum constitutes a form of judicial review of quasi-legislative employer authority a jurisprudential move with broad implications for the legitimacy of unilateral bonus policies in Indonesia. Second, it advances a normative argument grounded in the principles of pacta sunt servanda and the binding force of collective labor agreements as autonomous law that annual bonuses accrued through active performance service constitute vested rights that cannot be extinguished by the administrative timing of the payment date. Third, it reconstructs the legal architecture of industrial relations dispute resolution as applied to rights disputes concerning bonus entitlements, clarifying the procedural and substantive conditions that courts must satisfy when adjudicating claims of discriminatory compensation practices. Collectively, these contributions close the gap in the existing literature and offer jurisprudential guidance for future adjudication of analogous disputes in Indonesian labor courts.

Based on the foregoing, this article addresses two central research questions: (1) What is the mechanism for resolving industrial relations disputes according to Law Number 2 of 2004 on In-

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15 Hendrik Hattu, "Quo Vadis Protection of the Basic Rights of Indonesian Workers: Highlighting the Omnibus Legislation and Job Creation Law," *Pandecta Research Law Journal* 17, no. 1 (2022): 122–142, https://doi.org/10.15294/pandecta.v17i1.34948.

16 Andrew Budi Kusumo, "Misconceptions on the Concept of Mediation and Conciliation in the Act on Industrial Relations Disputes Settlement," *Yustisia* 10, no. 2 (2021): 167–185, https://doi.org/10.20961/yustisia.v10i2.48667.

17 Effnu Subiyanto and Roy Kurniawan, "Designing Fair Annual Bonus Formulations for Workers," *Humanities and Social Sciences Communications* 9, no. 1 (2022): 443, https://doi.org/10.1057/s41599-022-01471-3.

18 Oktarina Tanudjaja NF., "Fair Remuneration of Workers in Micro and Small Enterprises in Job Creation Act," *Jurnal Cakrawala Hukum* 13, no. 2 (2022): 210–221, https://doi.org/10.26905/idjch.v13i2.

19 Chris F. Wright and Anthony Forsyth, "Regulatory Pluralism and the Resolution of Collective Labour Disputes in Southeast Asia," *Industrial Relations Journal* 54, no. 4 (2023): 290–313, https://doi.org/10.1177/00221856231185866.

20 Rakha Fadhillah and Arief Suryono, "Penyelesaian Hukum terhadap Sengketa Wanprestasi dalam Perjanjian Kerja yang Dilakukan oleh Perusahaan Black On Box Cafe & Convention," *Hukum Inovatif: Jurnal Ilmu Hukum Sosial dan Humaniora* 1, no. 2 (2024): 151–160, https://doi.org/10.62383/humif.v1i2.182.

dustrial Relations Disputes Settlement? and (2) What is the legal analysis of the settlement of the rights dispute concerning default in the provision of annual bonuses between workers and employers as adjudicated in PHI Decision Number 15/Pdt.Sus-PHI/2024/PN.Bdg?

2. Method

This study employs normative legal research as its principal methodological framework. Normative legal research is a scientific inquiry that examines the law as a normative system a structured body of rules, principles, and doctrines by placing legal propositions, statutory norms, and judicial decisions as its primary objects of analysis.[21] This approach is distinguished from empirical or sociological legal research by its treatment of law not as a social fact to be observed but as a prescriptive order whose internal coherence, validity, and application must be critically examined through rigorous doctrinal analysis.[22] In the context of the present study, this methodology is appropriate because the central research questions concern the interpretation and application of legal norms governing industrial relations disputes, bonus entitlements, and the non-discrimination principle questions that demand engagement with the authoritative legal materials themselves rather than with the behavior of legal actors in the field.[23]

Two approaches are deployed within this normative framework, operating in tandem. First, the statute approach is applied to examine the normative content and internal hierarchy of all relevant legislation, including Law Number 13 of 2003 on Manpower, Law Number 6 of 2023 on Job Creation, Law Number 2 of 2004 on the Settlement of Industrial Relations Disputes, Government Regulation Number 36 of 2021 on Wages, and the Ministerial Circular SE-07/MEN/1990 on Wage Grouping. Through this approach, the normative basis for workers' bonus entitlements and the procedural requirements for industrial dispute resolution are systematically reconstructed and assessed for their internal consistency and conformity with constitutional guarantees.[24] Second, the case approach is applied to analyze PHI Decision Number 15/Pdt.Sus-PHI/2024/PN.Bdg as the primary jurisprudential object of this study, alongside PHI Decision Number 24/Pdt-Sus-PHI/G/2014/PN.Smg as a comparative case.[25] The case approach requires the identification and critical evaluation of the *ratio decidendi* the legal reasoning that constitutes the binding core of the judicial decision as distinguished from the *obiter dicta*, or incidental judicial observations that do not carry precedential weight.[26] The combination of these two approaches enables a comprehensive analysis that moves from the general normative framework to its specific application in contested judicial contexts, thereby generating prescriptive conclusions grounded in both statutory doctrine and jurisprudence.

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21 Peter Mahmud Marzuki, *Penelitian Hukum* (Jakarta: Kencana Prenada Media Group, 2008), 35.

22 Hanafi Amrani and Mahrus Ali, "Normative and Empirical Legal Research: Characteristic Differences in Legal Research Methodology," *Jurnal Fiat Justisia* 9, no. 4 (2015): 1–14, https://doi.org/10.25041/fiatjustisia.v9no4.602.

23 Fadhillah Budi, "Juridical Analysis of the Legal Protection of Workers/Laborers Against Termination of Employment That Is Not in Accordance with Law Number 6 of 2023 Concerning Job Creation," *Journal of Indonesian Social Sciences* 5, no. 11 (2024): 1–15, https://doi.org/10.59141/jiss.v5i11.1484.

24 Hendrik Hattu, "Quo Vadis Protection of the Basic Rights of Indonesian Workers: Highlighting the Omnibus Legislation and Job Creation Law," *Pandecta Research Law Journal* 17, no. 1 (2022): 122–142, https://doi.org/10.15294/pandecta.v17i1.34948.

25 Industrial Relations Court Decision Number 24/Pdt-Sus-PHI/G/2014/PN.Smg.

26 Nurul Huda Prasetyo, "Judicial Reasoning on Criminal Sanctions in Court Decision: Comparison Between Indonesia and Uzbekistan," *Jurisprudence* 15, no. 1 (2025): 1–22, https://doi.org/10.23917/jurisprudence.v15i1.13649.

The legal materials used in this study are classified into three hierarchically ordered categories in accordance with established normative research methodology.[27] Primary legal materials constitute the authoritative and binding normative sources, comprising the 1945 Constitution of Indonesia; Law Number 13 of 2003 on Manpower; Law Number 2 of 2004 on the Settlement of Industrial Relations Disputes; Law Number 6 of 2023 on Job Creation; Government Regulation Number 36 of 2021 on Wages; Ministerial Circular SE-07/MEN/1990; the Collective Labor Agreement (PKB) between PT Mitsubishi Motors Krama Yudha Indonesia and PUK SP LEM SPSI PT MMKI for the period 2019–2021; and PHI Decision Number 15/Pdt.Sus-PHI/2024/PN.Bdg. Secondary legal materials provide the doctrinal and scholarly context for the analysis and comprise peer-reviewed journal articles, legal monographs, and academic commentaries on Indonesian employment law, industrial relations, and judicial dispute resolution.[28] Tertiary legal materials serve as supplementary definitional and contextual references and include legal dictionaries, legal encyclopedias, and online legal information databases.[29]

Legal materials were collected through systematic library research, entailing the identification, inventory, and critical reading of all relevant primary, secondary, and tertiary sources accessible through legal databases, and the official judicial database of the Supreme Court of the Republic of Indonesia. The analysis of these materials follows a prescriptive-analytic method: prescriptive in the sense that it aims not merely to describe the law as it is (*lex lata*) but to evaluate its adequacy and to formulate normative propositions regarding how it should be applied (*lex ferenda*) in disputes concerning discriminatory bonus denial.[30] Legal reasoning techniques applied throughout the analysis include systematic interpretation reading individual legal provisions within the broader normative architecture of employment law and teleological interpretation, by which statutory provisions are construed in light of the overarching constitutional objectives of social justice, workers' dignity, and the rule of law.[31]

3. Results and Discussion

3.1. Mechanism for the Settlement of Industrial Relations Disputes Under Law Number 2 of 2004

Industrial relations, by their very nature, are a site of structural tension. The employment relationship binds together two parties whose economic interests are asymmetrical the employer, who commands capital and organizational authority, and the worker, who contributes labor as the foundation of productive enterprise. When this relationship generates disagreement, the state cannot remain indifferent, for the resolution of such disputes bears directly on the constitutional commitment to social justice and the protection of every citizen's right to decent work and liveli-

[27] Widjaja, Yoice & Martien, Dhoni & Kencanawati, Erny. "Kepastian Hukum Dalam Penyelesaian Sengketa Wanprestasi Oleh Pengembang Pada Perjanjian Pengikatan Jual Beli (PPJB) Apartemen." *Journal of Innovation Research and Knowledge*. 5, No. 1 (2025): 5839-5850. 10.53625/jirk.v5i5.11437.

[28] Gary Gagarin Akbar, Muhamad Abas, and Lia Amaliya, "Corporate Social Responsibility in Karawang Regency," *Jurnal Keadilan Hukum* 6, no. 1 (2021): 89–90.

[29] Oktarina Tanudjaja NF., "Fair Remuneration of Workers in Micro and Small Enterprises in Job Creation Act," *Jurnal Cakrawala Hukum* 13, no. 2 (2022): 175–183, https://doi.org/10.26905/idjch.v13i2.5625.

[30] Romli Sehuddin and Achmad Nurmandi, "Acte Van Dading in the Settlement of Industrial Relations Disputes in Indonesia," *Cogent Social Sciences* 9, no. 1 (2023): 2274148, https://doi.org/10.1080/23311886.2023.2274148.

[31] Chris F. Wright and Anthony Forsyth, "Regulatory Pluralism and the Resolution of Collective Labour Disputes in Southeast Asia," *Industrial Relations Journal* 54, no. 4 (2023): 290–313, https://doi.org/10.1177/00221856231185866.

hood.[32] The Indonesian legislative response to this structural reality is Law Number 2 of 2004 on the Settlement of Industrial Relations Disputes (PPHI Law), which constructs a tiered, multi-modal framework designed to resolve industrial conflicts in a manner that is simple, fast, and inexpensive the three foundational principles that animate the entire procedural architecture of the law.[33]

The PPHI Law categorizes industrial relations disputes into four types: rights disputes, interest disputes, termination of employment disputes, and inter-union disputes.[34] This categorical structure is not merely taxonomic; it is determinative of procedural pathways, institutional jurisdiction, and the legal remedies available. A rights dispute the category directly implicated in the present case arises when one party claims that the other has failed to fulfill rights already established by law, existing agreements, or collective labor agreements. The claim by Ramza Aziz for unpaid annual bonus payments is precisely a rights dispute: it asserts that PT Mitsubishi Motors Krama Yudha Indonesia violated a right already crystallized through the Collective Labor Agreement (PKB) and the non-discrimination norms of the Manpower Law. In this respect, the legal and procedural stakes of the case extend beyond the individual parties; they implicate the broader question of whether institutionalized bonus practices in Indonesian companies carry enforceable legal weight when selectively applied.[35]

The first and mandatory stage of dispute resolution under the PPHI Law is bipartite negotiation (*perundingan bipartit*), regulated under Articles 3 to 7. Bipartite negotiation is a process conducted exclusively between the two disputing parties the employer and the worker or workers' union without the intervention of any third party. The rationale for this mandatory pre-litigation stage is deeply embedded in Indonesia's constitutional and cultural tradition of deliberation (*musyawarah*) and consensus (*mufakat*), which posits that disputes are best resolved by the parties themselves through direct, good-faith dialogue before external authority is invoked.[36] The law prescribes that bipartite negotiations must be completed within thirty working days from the date on which one party submits a written request to negotiate. If an agreement is reached, it must be documented in a collective agreement signed by both parties and registered with the Industrial Relations Court (PHI) to acquire permanent legal force and enforceability. Crucially, the PPHI Law imposes an obligation of good faith on both parties during the negotiation process an obligation whose breach is not without legal consequence, as courts have increasingly recognized the principle of good faith as a foundational requirement of all contractual and quasi-contractual dispute resolution processes in Indonesian law.[37] If bipartite negotiations fail to produce an agreement within the prescribed period, or if either party refuses to engage in the process, the dispute is escalated to one of three tripartite mechanisms: mediation, conciliation, or arbitration.

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[32] Yusuf Indra, "The Urgency Mechanism of Industrial Relation's Settlement to Support the Business Climate that Equitable for Workers," *Prasada Journal of Law* 7, no. 1 (2020): 1–12, https://doi.org/10.22225/pd.7.1.2116.

[33] Ni Putu Sawitri, "Interest Dispute Settlement Related to Workers' Health Care Security in Indonesia," *Udayana Journal of Law and Culture* 4, no. 1 (2020): 1–20, https://doi.org/10.24843/UJLC.2020.v04.i01.p03.

[34] Law Number 2 of 2004 on the Settlement of Industrial Relations Disputes, Article 1 Number 1.

[35] Muhammad Imam, "Critical Analysis of the Policy of Mediation Time in the Employment Disputes Settlement," *Jurnal Ilmu Hukum Mulawarman* 15, no. 1 (2022): 90–110, https://doi.org/10.30872/jih.v15i1.4132.

[36] Yusuf Indra, "The Urgency Mechanism of Industrial Relation's Settlement," 5, https://doi.org/10.22225/pd.7.1.2116.

[37] Wika Yudha Shanty, "The Principle of Good Faith in Settlement of Default Disputes Through Judicial Mediation," *Jurnal Cakrawala Hukum* 14, no. 2 (2023): 223–233, https://doi.org/10.26905/idjch.v14i2.10863.

Mediation, governed by Articles 8 to 16 of the PPHI Law, is the principal tripartite mechanism and the most widely utilized in practice. A mediator is a functional official appointed and supervised by the government in the field of manpower typically stationed at the local Manpower Office (*Dinas Ketenagakerjaan*) who serves as a neutral, impartial facilitator. The mediator's role is not adjudicative: they do not decide the dispute but instead facilitate structured dialogue, assist the parties in identifying the root causes of their disagreement, and guide them toward a mutually acceptable resolution. The mediation process must be completed within thirty working days from the date on which the dispute is referred to the mediator. If mediation produces an agreement, the outcome is formalized in a collective agreement and registered with the PHI for legal force. If mediation fails, the mediator is obliged to issue a written recommendation (*anjuran tertulis*) outlining the proposed resolution; both parties may either accept or reject this recommendation.[38] Research has demonstrated that the effectiveness of mediation in Indonesian industrial relations is significantly contingent on the professional competence of the mediator, the structure of the mediation process, and the genuine disposition of both parties to resolve the dispute amicably variables whose absence frequently results in mediation collapse and escalation to litigation.[39] A critical jurisprudential observation in this context is that the PPHI Law has been identified as containing a fundamental conceptual error: it assigns to both mediators and conciliators the authority to issue written recommendations a function that is, in classical dispute resolution theory, the exclusive province of quasi-judicial bodies, not neutral facilitators.[40] This legislative ambiguity has contributed to confusion in practice and has undermined public confidence in the institutional integrity of mediation as a genuinely neutral process.

Conciliation, regulated under Articles 17 to 28 of the PPHI Law, is a parallel tripartite mechanism conducted by a conciliator a private individual, certified by the government in the manpower sector, who operates independently of the bureaucratic structure. Conciliation is available for interest disputes, rights disputes, and termination of employment disputes that cannot be resolved through bipartite negotiations. Like mediation, the conciliation process must be completed within thirty working days; and if agreement is not reached, the conciliator issues a written recommendation that the parties may accept or reject. The key distinction between mediation and conciliation in Indonesian industrial relations law lies not in functional substance both mechanisms aim at facilitating agreement through third-party assistance but in the institutional status and appointment mechanism of the third party.[41] The practical implication is that parties who prefer to engage a private, certified individual rather than a government official may opt for conciliation, though this avenue is less frequently utilized than mediation, partly due to limited public awareness of the conciliation option and the relatively small number of certified conciliators operating in Indonesian labor markets.

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[38] Romli Sehuddin and Achmad Nurmandi, "Acte Van Dading in the Settlement of Industrial Relations Disputes in Indonesia," *Cogent Social Sciences* 9, no. 1 (2023): 2274148, https://doi.org/10.1080/23311886.2023.2274148.

[39] Teguh Prasetyo, "Harmonious, Dynamic, and Equitable Industrial Relations Dispute Resolution in the Eyelash Industry in Purbalingga," *Dinamika Hukum* 22, no. 3 (2022): 1–20, https://doi.org/10.20884/1.jdh.2022.22.3.3385.

[40] Andrew Budi Kusumo, "Misconceptions on the Concept of Mediation and Conciliation in the Act on Industrial Relations Disputes Settlement," *Yustisia* 10, no. 2 (2021): 167–185, https://doi.org/10.20961/yustisia.v10i2.48667.

[41] Wahyu Ario Pratomo, "The Power of Mediator Suggestions in Mediating the Settlement of Pancasila Industrial Relations Disputes Outside the Court," *Jurnal Dinamika Hukum* 20, no. 2 (2020): 170–180, https://doi.org/10.20884/1.jdh.2020.20.2.1881.

Arbitration, governed by Articles 29 to 54 of the PPHI Law, represents a more formal departure from the facilitative logic of mediation and conciliation. Industrial relations arbitration is a voluntary mechanism in which both parties agree, in writing, to submit their dispute to a neutral arbitrator or arbitration panel for a binding decision. The arbitral award is final and binding, precluding resort to ordinary legal remedies no appeal and no cassation may be filed against it. The finality of arbitration makes it a powerful instrument for legal certainty and efficient dispute resolution. However, it also demands a level of institutional trust and procedural sophistication that is not always present in Indonesian industrial relations disputes, particularly those involving individual workers with limited resources and negotiating leverage.[42] Arbitration is available for interest disputes and inter-union disputes but not for rights disputes or termination of employment disputes a legislative restriction that has significant implications for the present case, as the bonus dispute in question constitutes a rights dispute and therefore falls outside the scope of industrial arbitration, rendering litigation before the PHI the only available terminal forum.

Litigation before the Industrial Relations Court is the final mechanism within the PPHI Law's dispute resolution architecture. The PHI operates within the general court system and exercises specialized jurisdiction over industrial relations disputes. Litigation is a last resort: it may only be initiated after non-litigation channels have been exhausted, and the filing of a lawsuit must be accompanied by documentary proof typically bipartite negotiation minutes and a mediator's recommendation demonstrating that prior efforts at consensual resolution were undertaken but failed.[43] This procedural prerequisite reflects the legislature's design intention that judicial intervention be minimized, preserving judicial resources for disputes that genuinely cannot be resolved through earlier stages. Under Article 83 paragraph (1) of the PPHI Law, a judge at the PHI is obligated to return a lawsuit that is filed without the required bipartite minutes, preventing the judicial mechanism from being used as a shortcut that bypasses the mandatory pre-litigation framework. The PHI adjudicates all four categories of industrial relations disputes, though for rights disputes and termination of employment disputes, the parties retain the right to file a cassation petition before the Supreme Court; for interest disputes and inter-union disputes, the PHI's decision is final and not subject to ordinary legal review.

The procedural journey in the present case faithfully adhered to this tiered architecture. Ramza Aziz submitted a written request for bipartite negotiation on July 20, 2023, following the company's refusal to pay the annual bonus for Fiscal Year 2022. When bipartite negotiations failed to produce an agreement, the dispute was referred to the Bekasi Regency Manpower Office (*Dinas Ketenagakerjaan Kabupaten Bekasi*) for mediation, which concluded with a written recommendation dated January 4, 2024, encouraging PT Mitsubishi Motors Krama Yudha Indonesia to pay the bonus proportionally. The company's failure to comply with the mediator's recommendation left Ramza Aziz with no recourse but to file a lawsuit before the PHI at the Bandung District Court, which he did on January 24, 2024.[44] The procedural completeness of this journey is not merely a

[42] Ida Bagus Anggapati, "The Concept of Procedural Law Regarding the Implementation of Collective Agreements with Legal Certainty in Termination of Employment in Indonesia," *Heliyon* 7, no. 3 (2021): e06537, https://doi.org/10.1016/j.heliyon.2021.e06537.

[43] Law Number 2 of 2004, Article 83 paragraph (1).

[44] Industrial Relations Court Decision Number 15/Pdt.Sus-PHI/2024/PN.Bdg.

formal compliance matter; it is an expression of the PPHI Law's fundamental value that consensual resolution be genuinely attempted before judicial power is invoked, and that the PHI's authority be exercised over disputes where the parties' good-faith efforts have been exhausted. In this case, the exhaustion of non-litigation mechanisms, far from being a procedural formality, was the substantive predicate for the PHI's legitimacy in rendering a judgment that would ultimately vindicate the worker's rights through a binding, enforceable order of payment.[45]

3.2. Legal Analysis of the Settlement of Rights Disputes Concerning Default in the Provision of Annual Bonuses in PHI Decision Number 15/Pdt.Sus-PHI/2024/PN.Bdg

At the intersection of contractual obligation, anti-discrimination law, and the constitutional protection of workers' rights, PHI Decision Number 15/Pdt.Sus-PHI/2024/PN.Bdg presents a case of considerable doctrinal and practical importance. The dispute it adjudicates is deceptively simple in its factual contours yet jurisprudentially complex in its normative implications: may an employer deny annual bonus payments to a worker who completed eleven months and twenty-seven days of active service within the relevant fiscal year, on the sole ground that the worker was no longer formally employed on the day the bonus was administratively paid? The PHI's answer an unequivocal no rests on a chain of normative reasoning that deserves careful unpacking, for it is in the architecture of that reasoning that the decision's contribution to Indonesian labor jurisprudence is most powerfully revealed.[46]

The legal relationship between the parties was unambiguously contractual in character. Ramza Aziz's employment was governed by, among other instruments, the Collective Labor Agreement (PKB) concluded between PT Mitsubishi Motors Krama Yudha Indonesia (PT MMKI) and PUK SP LEM SPSI PT MMKI for the period 2019–2021. Under Article 18 paragraph (2) of the PKB, the company was obligated to provide annual bonuses to all employees based on the results of the preceding fiscal year, with the amount determined by the company's ability and the outcomes of deliberations with the trade union, and calculated as a multiplication of the bonus value and the fixed wages of the preceding fiscal year, to be paid no later than the end of May. This contractual provision is not a discretionary policy statement; it is an autonomous normative instrument. The PKB, by operation of Article 1 number 21 of the Manpower Law, has the status of a collective agreement that is binding as law (*undang-undang*) for the parties who concluded it, provided it does not fall below the minimum standards established by legislation. The principle of pacta sunt servanda that agreements must be honored as binding law between the parties therefore demands that the terms of the PKB be observed strictly and in good faith by both the employer and the worker.[47] To permit the employer to override these contractual commitments through a unilaterally issued internal memorandum, without the consent of the trade union and in contravention of the PKB's terms, would be to subordinate the normative authority of the collective agreement to the administrative convenience of the employer a result incompatible with the fundamental architecture of Indonesian labor law.

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[45] Chris F. Wright and Anthony Forsyth, "Regulatory Pluralism and the Resolution of Collective Labour Disputes in Southeast Asia," *Industrial Relations Journal* 54, no. 4 (2023): 290–313, https://doi.org/10.1177/00221856231185866.

[46] Eka Norma and Rika Febrianti, "Tinjauan Negara Hukum terhadap Perlakuan Diskriminatif dalam Penempatan dan Perlakuan Kerja: Kajian Putusan No. 41/Pdt.Sus-PHI/2023/PN Bdg," *Staatsrecht: Indonesian Constitutional Law Journal* 8, no. 2 (2025): 1–22, https://doi.org/10.15408/staatsrecht.v8i2.4610.

The central legal fault in PT MMKI's position lay in its Office Memorandum for Fiscal Year 2022 (Number 147/OM/MMKI/V/2023), which stipulated that full annual bonus eligibility was restricted to employees who had been active since April 2022 *and* remained active through March 31, 2023. On its face, the criterion of continuous activity throughout the fiscal year appears neutral. Upon closer examination, however, its discriminatory character is exposed by a profound internal inconsistency: the Memorandum applied no equivalent cut-off condition at the *entry* point of the fiscal year. An employee who joined the company as late as April 29, 2022 having contributed fewer than eleven months of service to Fiscal Year 2022 would qualify for a *full* bonus, while an employee like Ramza Aziz, who contributed eleven months and twenty-seven days of service across the full productive arc of that fiscal year, was denied any bonus entitlement because his retirement fell three days before the administrative cut-off date. This structural inconsistency cannot be defended as a legitimate exercise of managerial discretion; it constitutes a discriminatory classification that bears no rational nexus to the actual performance contributions of individual employees during the relevant period.[48] The PHI correctly identified this asymmetry as violating Article 6 of the Manpower Law, which prohibits any form of discrimination in the treatment of workers by employers, and which critically is not modified or weakened by the Job Creation Law revisions, remaining intact as a foundational anti-discrimination norm in Indonesian employment law.[49]

The normative significance of this finding extends well beyond the individual dispute. Article 6 of the Manpower Law codifies, at the statutory level, a principle that is already constitutionally guaranteed under Article 27 paragraph (2) and Article 28D paragraph (2) of the 1945 Constitution, which establish that every citizen has the right to work and to receive fair and proper treatment in their employment relationship. When an employer constructs a bonus eligibility criterion that produces systematically unequal outcomes for workers who made equivalent or superior performance contributions solely on the basis of their administrative status at an arbitrary calendar date that criterion violates the constitutional guarantee of equal treatment that the Manpower Law operationalizes.[50] The PHI's scrutiny of the Office Memorandum thus performs a function analogous to judicial review: it subjects the employer's quasi-legislative authority to produce internal regulatory instruments to the test of consistency with overriding statutory and constitutional norms. This is a significant jurisprudential move, because it establishes that the employer's prerogative to set the conditions of bonus eligibility is not unlimited; it is bounded by the anti-discrimination principle and subject to judicial correction when those boundaries are exceeded.[51]

A further normative dimension of the PHI's reasoning concerns the relationship between retirement and entitlement to accrued compensation. The defendant argued, in essence, that because

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47 Ida Bagus Anggapati, "The Concept of Procedural Law Regarding the Implementation of Collective Agreements with Legal Certainty in Termination of Employment in Indonesia," *Heliyon* 7, no. 3 (2021): e06537, https://doi.org/10.1016/j.heliyon.2021.e06537.

48 Effnu Subiyanto and Roy Kurniawan, "Designing Fair Annual Bonus Formulations for Workers: A Case Study of the State-Owned Enterprise Cement Holding in Indonesia," *Humanities and Social Sciences Communications* 9, no. 1 (2022): 443, https://doi.org/10.1057/s41599-022-01471-3.

49 Hendrik Hattu, "Quo Vadis Protection of the Basic Rights of Indonesian Workers: Highlighting the Omnibus Legislation and Job Creation Law," *Pandecta Research Law Journal* 17, no. 1 (2022): 122–142, https://doi.org/10.15294/pandecta.v17i1.34948.

50 Oktarina Tanudjaja NF., "Fair Remuneration of Workers in Micro and Small Enterprises in Job Creation Act," *Jurnal Cakrawala Hukum* 13, no. 2 (2022): 175–183, https://doi.org/10.26905/idjch.v13i2.5625.

51 Implementation of Business and Human Rights Principles (UNGPs) in the Protection Given to Indonesian Laborers: Gender Perspective, *Cita Hukum: Indonesian Law Journal* 11, no. 1 (2023): 1–20, https://doi.org/10.15408/jch.v11i1.29022.

Ramza Aziz was no longer an active employee as of March 28, 2023 the date his retirement became effective he fell outside the class of beneficiaries contemplated by the bonus policy. This argument conflates two legally distinct phenomena: the *termination* of the employment relationship and the *crystallization* of rights accrued during that relationship. Retirement does not operate as a forfeiture mechanism; it terminates the prospective obligations of employment while leaving intact the worker's entitlement to compensation that accrued through prior service[52] The defendant had already acknowledged the principle of accrued entitlement by paying Ramza Aziz severance pay, long service gratuity, and compensation in the substantial amount of IDR 1,205,586,681 upon his retirement payments calculated precisely on the basis of his years of service. To simultaneously acknowledge this accrual logic with respect to severance and then deny it with respect to the annual bonus is normatively inconsistent: it applies the principle selectively in the employer's favor and rejects it when it operates in the worker's favor. The PHI correctly rejected this selective application.[53]

The comparative dimension of this analysis is illuminated by PHI Decision Number 24/Pdt-Sus-PHI/G/2014/PN.Smg, involving a dispute between the Nusantara Workers' Union and PT Holcim Indonesia Tbk over the non-payment of the 2013 annual bonus. In that case, the company had unilaterally raised the performance target from a range of 10 to 15 percent to 36.8 percent, rendering the bonus condition practically impossible to achieve. The Semarang PHI ultimately ruled the claim inadmissible on procedural grounds specifically, the *obscuur libel* (*obscure pleading*) defect arising from a fundamental inconsistency between the posita (statement of facts) and the petitum (relief sought): the posita framed the dispute as one of differing interpretation, while the petitum characterized it as a default claim, creating an irreconcilable structural incoherence in the pleading that precluded examination of the merits.[54] The procedural outcome in the Holcim case contrasts instructively with the substantive outcome in the Mitsubishi case, not because the underlying factual claims were materially different in character, but because the quality of the pleading and the completeness of the evidentiary record were decisively divergent. This contrast underscores a critical practical lesson: a legally meritorious claim for bonus entitlement may nonetheless fail at the procedural threshold if the pleading is internally inconsistent or if the evidentiary foundation is inadequate to support the causes of action advanced.[55]

Returning to PHI Decision Number 15/Pdt.Sus-PHI/2024/PN.Bdg, the Panel of Judges awarded Ramza Aziz the full amount claimed by the mediator's recommendation: the Fiscal Year 2022 bonus calculated proportionally as (5.2 × fixed wage + IDR 3,000,000) / 360 days × 357 days, totaling IDR 273,916,126. This proportional calculation is itself jurisprudentially significant: by adopting the pro-rata methodology, the PHI implicitly affirmed that the accrual of bonus entitlement is continuous and proportional to the duration of active service within the fiscal year, rather

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52 Ratna Sari, "Protecting the Rights of Laid-Off Workers during the COVID-19 Pandemic after the Enactment of Law No. 11/2020 on Job Creation," *Cogent Social Sciences* 9, no. 1 (2023): 2260161, https://doi.org/10.1080/23311886.2023.2260161.

53 Sulaiman Hamid, "Reconstruction of Severance Pay and Workers' Rights Due to Termination of Employment (Layoff) Based on Justice Value," *Jurnal Sains Sosial dan Humaniora* 4, no. 1 (2020): 1–14, https://rajpub.com/index.php/jssr/article/view/8624.

54 Agus Setiawan, "Analysis of Libelles Obscuur in Civil Suits in Medan State Court," *International Journal of Science, Technology and Management* 2, no. 1 (2021): 1–12, https://doi.org/10.46729/ijstm.v2i1.110.

55 Romli Sehuddin and Achmad Nurmandi, "Acte Van Dading in the Settlement of Industrial Relations Disputes in Indonesia," *Cogent Social Sciences* 9, no. 1 (2023): 2274148, https://doi.org/10.1080/23311886.2023.2274148.

than binary and contingent on the worker's status at a single administrative moment. This position is consistent with the principle of fairness as articulated in the theory of distributive justice, which requires that the allocation of benefits and burdens be calibrated to the actual contributions of the relevant parties a principle that resonates deeply with the constitutional mandate of social justice for all Indonesian citizens enshrined in the Fifth Principle of Pancasila.[56]

The implications of this decision for Indonesian employment law are systemic. Employers who rely on unilaterally issued internal memoranda to govern bonus eligibility must now reckon with the judicial scrutiny that such instruments attract when they produce discriminatory effects vis-à-vis workers whose employment ends prior to the administrative bonus payment date. Such instruments must satisfy the anti-discrimination standard of Article 6 of the Manpower Law and must be internally consistent in their application of eligibility criteria applying the same logic at both the entry and exit boundaries of the fiscal year. Where a company's bonus policy has been institutionalized through a collective labor agreement, any deviation from that policy through a unilateral memorandum must be negotiated and agreed upon with the relevant trade union, or it will lack binding normative force as against the PKB's autonomous legal authority.[57] The PHI's decision thus functions not merely as the resolution of a private dispute but as a normative signal to the broader Indonesian labor market: that the courts will not permit the erosion of workers' accrued rights through administrative technicalities that bear no rational relationship to actual work performance, and that the principle of non-discrimination in compensation practices will be enforced as a judicially cognizable constraint on employer authority.[58]

4. Conclusion

This study has examined two interconnected dimensions of Indonesian labor law: the procedural architecture of industrial relations dispute resolution under the PPHI Law, and the substantive legal analysis of annual bonus entitlement as adjudicated in PHI Decision Number 15/Pdt. Sus-PHI/2024/PN.Bdg. Two principal conclusions emerge from this analysis.

First, the PPHI Law constructs a mandatory, tiered dispute resolution framework progressing from bipartite negotiation through mediation, conciliation, or arbitration, to litigation before the PHI that reflects a legislative preference for consensual, extra-judicial resolution before judicial authority is invoked. This framework is not merely procedural; it is substantive in its insistence on good faith engagement at every stage. Non-litigation mechanisms must be genuinely exhausted before litigation is permissible, and compliance with this requirement is a condition of the PHI's jurisdictional competence to adjudicate.

Second, annual bonuses institutionalized through a collective labor agreement constitute enforceable normative rights, not discretionary employer benefits. Where an employer's unilateral internal memorandum constructs bonus eligibility criteria that produce discriminatory outcomes

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[56] Edi Susilo and Indah Sari, "The Philosophy of Social Injustice for All Indonesian Laborers Set Forth in Job Creation Law," *Legality: Jurnal Ilmiah Hukum* 31, no. 1 (2023): 1–22, https://doi.org/10.22219/ljih.v31i1.25330.

[57] Asri Wijayanti, "Arrangement and Implementation of Pancasila Industrial Relations in Company Regulations and Collective Labor Agreements," *Jurnal Hukum dan Sosial* 7, no. 4 (2023): 1–15, https://doi.org/10.31004/jhs.v7i4.4661.

[58] Chris F. Wright and Anthony Forsyth, "Regulatory Pluralism and the Resolution of Collective Labour Disputes in Southeast Asia," *Industrial Relations Journal* 54, no. 4 (2023): 290–313, https://doi.org/10.1177/00221856231185866.

denying accrued entitlements to workers whose employment ends prior to the administrative payment date, despite their substantive performance contributions throughout the fiscal year such criteria violate Article 6 of the Manpower Law and are subject to judicial correction. The PHI's decision to award proportional bonus compensation to Ramza Aziz affirms that the termination of an employment relationship does not extinguish rights already accrued through active service, and that the non-discrimination principle operates as a binding constraint on the employer's quasi-legislative authority to determine the conditions of compensation.

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