Journal of Law, Policy and Globalization
ISSN 2224-3240 (Paper) ISSN 2224-3259 (Online)
Vol.49, 2016

The Implementation of Principle of Integration in Fulfilling the Worker's Rights of Bankrupt Company as a Medium of Law to Solve Debt Problems Fairly, Quickly, Openly, and Effectively

Mohammad Amrullah[1*] Suhariningsih[2] Abdul Rachmad Budiono[3] Sihabudin[4]
1. Doctoral Candidate majoring Law, Faculty of Law, Brawijaya University, Malang
2. Professor of Agrarian Law, Faculty of Law, Brawijaya University, Malang
3. Associate Professor of Labor Law, Faculty of Law, Brawijaya University, Malang
4. Associate Professor of Corporate Law, Faculty of Law, Brawijaya University, Malang

Abstract
Resolving industrial disputes of Bankrupt Company require mechanisms to resolve disputes fairly, quickly, openly and effectively. Referring to the application of the principle of integration in System Bankruptcy Law which implies integration to other laws and the integration of the civil procedural law in the field of seizure and execution, which became the philosophical foundation of Bankruptcy Law as general encumbrances (Gerechtelijk Beslag) over all the wealth of the Bankrupt debtor, provide the basis forCourt for commercial affairs as Extra Ordinary Court to receive, investigate and adjudicate disputes of fulfillment of the rights of workers of Bankrupt Company. As a result, it can ensure an order of system of Bankruptcy Law and specifically provide legal certainty of fulfillment of the rights of workers of Bankrupt Company and society in general, as well as providing legal certainty and protection for businessmen and financial transactions both domestically and internationally.
Keywords: Bankruptcy, The Principle of Integration, The Rights of The Workers of The Bankrupt Company

I. INTRODUCTION

Developing national laws in order to realize a just and prosperous society based on Pancasila and the Constitution of the Republic of Indonesia Year 1945 aimed at the realization of national legal systems,[1] for instance is done by the establishment of new laws, especially laws that are needed to support the development of national economy. National law product that guarantees certainty, order, enforcement, and legal protection based on justice and truth expected to support the growth and development of the national economy, as well as securing and supporting the national development.[2]

One of important aspects in the development is construction employment that has many dimensions and linkages. The linkage was not only with the interests of labor during, before and after the period of employment but also links with the interests of employers, government, and society. Therefore, we need a thorough and comprehensive arrangements, among others, include human resources development, improvement of productivity and competitiveness of Indonesian workers, efforts to expand employment opportunities, training, placement services, and the development of industrial relations. Development of industrial relations as part of manpower development should be directed to continue to realize the harmonious industrial relations, dynamic and equitable.[3]According to Ugo and Pujiyo, Industrial Relations is a system of relationships formed between the actors in the process of production of goods and / or services which consists of representatives from employers, workers / laborers and government based on the values of Pancasila and the Constitution of 1945.[4]

Workers have a very important role and function in the business development or business. Workers are the locomotives driving a business entity incorporated in a company management which means absence of labor or worker of a makes a company may not be able to do its business operations to achieve company goals in getting profit. Workers or laborers are resources of a company, which are in normal conditions and the company is still able to operate properly, the interests and rights of workers can still be accommodated by the company management. But, when company receives financial crises or problems (Bankrupt), workers' rights cannot be accommodated anymore and even forgotten by the company management and the parties that are ordered to take care of financial problems and the company's assets.

---

[1] According to Moh. Mahfud MD, *Membangun Politik Hukum menegakkan Konstitusi*, Rajawali Pers, Jakarta, 2011, page 21. National Law system is law system that applied in throughout Indonesia and consist of all part of law instead contain,structure, culture, regulation and all subpart of law, that chaining each other come from *Pembukaan UUD 1945*

[2]The Development of national law is directed to be able to support growth and development of national economy, as mandated in the general explanation of Law Number 37 Year 2004 (Addition of Constitutional sheet Number 4443) about bankruptcy and the postponement of duty of debt payment.

[3]General explanation of Law Number 13 Year 2003 (Addition of Constitutional sheet Number 4279) about manpower.

[4] Ugo and Pujiyo, Law of Ceremony of Industrial Relations Disputes Settlement: Way and Process of Settlement of Labor Lawsuit, Sinar Grafika, Jakarta, 2011, p.3.

One of the workers' rights is normatively regulated in Law Number 13 Year 2003 on Manpower is the right of workers or laborers for getting wages and severance pay. But in reality, the right of workers to wages and severance can no longer be accommodated and even forgotten by Parties who should be obliged to complete it, the Curator appointed by the Court for commercial affairs to resolve all the problems associated with the bankrupt company. Related to the settlement of payment of wages and severance pay in accordance with Law No. 2 of 2004 concerning Industrial Relations Dispute Settlement and the Act No. 37 of 2004 on Bankruptcy and Suspension of Debt Payment (State Gazette of 2004 No. 131).

Practice of Court for commercial affairs related to the bankruptcy process can cause Conflict of Norm with the competence of the Industrial Relations Court, because the impact of bankrupt ruling will likely occur in discharge of employment that will have an impact on the fate of the workers or laborers.[1] The workers or laborers not only have to fight for their rights with the company which holds as debtors in the process of bankruptcy in the Industrial Relations Court to resolve disputes arising after being declared bankrupt, but because in fact all aspects related to property companies which hold the position as debtors in the process of bankruptcy is subject on Bankruptcy System, workers or laborers must also fight for their rights in the Court for commercial affairs. It specifically would be a matter of law if the Receiver during the settlement process that does discharge of employment, then where the efforts of the workers or laborers Industrial Relations Court or Court for commercial affairs are.

Conflict of Norm underlying absolute competence between Industrial Relations Court with the Court for commercial affairs on Industrial Relations Disputes related to Bankrupt Verdict as in practice Court for commercial affairs in Surabaya District Court, we can analyzed in the Verdict Bankrupt Case PT. METALINDO Perwita enrolled in the Registry of Verdict Number: 07 / Bankrupt / 2009 / PN.Niaga.Sby filed by the Applicant CV. MULTI PRATAMA PERKASA. Regional Management Council of the Federation of Indonesian Metal Workers Union (DPW FSPMI) East Java Province is represented by Pujianto, SH. and Jazuli acting on behalf of Br. Hindarto and colleagues (444 votes) Members PUK SPAMK-FSPMI PT. METALINDO Perwita as trade unions who have the right and duty to defend and fight for the rights and interests of its members, apply for intervention by asking the response, dated July 7, 2009 in essence going to fight for their rights either in the form of severance pay and wages still owed by the bankrupt debtor PT. METALINDO Perwita and as workers / laborers PT. METALINDO Perwita, so that the payment of severance pay, gratuity and compensation for each worker and THR and wages still owed by the debtor stated precedence or in the first number by relying on the provisions of Article 95 paragraph 4 of Law No. 13 of 2003 on Matters Pertaining to Manpower.

Moving on from the background as described above, legal problems to be solved in this paper is: “What is the status of workers in bankruptcy? And can the application of System Integration Principles Bankruptcy Law in the Industrial Dispute settlement ensure the protection and legal certainty as a means of fulfilling the rights of workers fairly, quickly, openly and effectively?”

II. WORKERS’ RIGHTS IN BANKRUPTCY

Workers' Rights in Bankruptcy as mentioned in Article 39 Paragraph (1) of Act on Bankruptcy which states that the worker who works on debtors (Bankrupt) may discharge, and the other hand Receivers can dismiss with regard to period according to the agreement (according to the Labor Agreement) or provisions of the legislation in force, meaning the employment relationship can be discharged by short notice in 45 (forty five) days in advance. In verse explanation stated that the provisions regarding discharge of employment, Receiver is guided by the legislation in the field of employment (ie Law No. 13 Year 2003 on Manpower).

Furthermore, Article 39 Paragraph (2) the Bankruptcy Act states that since the date of the Bankrupt Statement Verdict released, wages owed before and after the Bankrupt Statement Verdict released are called Bankrupt Assets Debt. The term "wages" stated in the explanation of paragraph (2) are the right of workers accepted and expressed in the form of money as a reward from the employer to the worker on a job or service that have been or will be taken, determined and paid according to a Work Contract, agreement, or law and regulation, including allowances for the worker and family.

Act No. 13 of 2003 on Manpower Article 95 paragraph (4) states that the company is declared bankrupt or liquidated by the applicable laws and regulations, so wages and other rights of employees / workers are prioritized debt payments. Based on Article 95 paragraph (4) of the Act on Manpower, it is explained besides the wages specified in the Work Contract, agreements, or law and regulation. Workers who are involved in employment discharge due to bankruptcy deserve to get other rights.

Other rights of the worker besides wages in employment discharge, including for Bankruptcy refer to Article 156 (1) of the Act of Manpower stated that if there is employment discharge, the employer will have to

[1] Umar Kasim, Rights and Law Position of Worker in Bankruptcy, a Paper in Education of Receiver and Board at Millenium Hotel held by Receiver and Board Association and Ditjen AHU of Law Department and Human Rights,15- 27th ofJanuary,2007, p.1.

pay severance or gratuity and reimbursement of rights or entitlements. Calculating for severance pay is in Article 156 (2) of the Act of Manpower, determined at least as follows: a. if working period is less than 1 (one) year, it will be counted as one (1) month of wages; b. if working period is 1 (one) year or more but less than 2 (two) years, it will be counted as two (2) months of wages; c. if working period is 2 (two) years or more but less than 3 (three) years, it will be counted as three (3) months' salary; d. if working period is 3 (three) years or more but less than 4 (four) years, it will be counted as four (4) months of wages; e. if working period is 4 (four) years or more but less than 5 (five) years, it will be counted as five (5) months of wages; f. if working period is 5 (five) years or more, but less than 6 (six) years, it will be counted as six (6) months of wages; g. if working period is 6 (six) years or more but less than 7 (seven) years, it will be counted as seven (7) months of wages; h. if working period is 7 (seven) years or more but less than 8 (eight) years, it will be counted as eight (8) months of wages; i. if working period is 8 (eight) years or more, it will be counted as nine (9) months of wages.

Furthermore, Article 156 (3) of the Employment Act determines that the calculation of gratuity in the event of termination of employment, including for Bankruptcy defined as follows: a. working period of 3 (three) years or more but less than 6 (six) years, two (2) months of wages; b. working period of 6 (six) years or more but less than 9 (nine) years, three (3) months' salary; c. working period of 9 (nine) years or more but less than twelve (12) years, four (4) months of wages; d. tenure twelve (12) years or more but less than 15 (fifteen) years, five (5) months of wages; e. working period of 15 (fifteen) years or more but less than 18 (eighteen) years old, 6 (six) months of wages; f. working period of 18 (eighteen) years or more but less than 21 (twenty-one) years, seven (7) months of wages; g. working period of 21 (twenty-one) years or more but less than 24 (twenty four) years, eight (8) months of wages; h. working period of 24 (twenty four) years or more, 10 (ten) months of wages.

Moreover, calculating the compensation money that should be received in employment discharge includes Bankruptcy impacts as set in Article 156 paragraph (4) of the Act on Manpower, namely:

a. Annual leave that is not taken and not fall;
b. Costs or expenses for going home for the workers / laborers and their families to aplace where the workers / laborers get work;
c. Replacement of housing as well as treatment and care are set at 15% (fifteen percent)of severance pay and / or gratuity to those worker who qualified;
d. Other things specified in work contract, company regulations;
e. Collectivelabor agreement.

Regarding the wage component used as the basis for calculating severance pay, gratuity and compensation of rights or entitlements that are delayed as described above, is mentioned in Article 157 of the Act of Manpower, which consisted of:

a. Basic wage;
b. All kinds of benefits that are still given to workers / laborers and their families, including the purchase price of the supply given to workers / laborers freely, if supply has to be paid by worker / laborer with subsidies, then the reward will be considered as the difference between the price purchase and a price to be paid by the worker / laborer.

Then, if the earnings of workers / laborers are paid on the basis of daily calculation, a one-month wage income will be equal to wage income in 30 times a day. If the wages of workers / laborers are paid on the basis of the calculation of unit results, pieces / wholesale or commission, the daily income will be equal to the average revenue per day for twelve (12) months, with provision shall not be less than the minimum wage of Province or District / City. And if work depending on weather conditions and wages based on piece rate, the calculation of the monthly wage will be calculated on the average wage of 12 (twelve) months.

III. APPLYING PRINCIPLES OF INTEGRATION IN THE BANKRUPTCY LEGAL SYSTEM FOR INDUSTRIAL RELATIONS DISPUTES SETTLEMENT

Competence of Industrial Relations Court can be seen as mentioned in the definition of Industrial Relations Court, Article 1 point 17 of Law No. 2 of 2004 concerning Industrial Relations Dispute Settlement mentioned that the Industrial Relations Court is a special court set up in the District Court having the power to investigate, prosecute and a verdict on an industrial relations dispute. Further, according to Article 1 paragraph 1 of Law No. 2 of 2004 concerning Industrial Relations Dispute Settlement, the Industrial Dispute is mentioned as the disagreement that led to a conflict between an employer or a group of employers and workers / laborers or workers/labors unions for their dispute about rights, conflict of interests, employment discharge disputes and disputes between workers/labors unions in one company.

Competence of Industrial Relations Court is a special court on the General Courts. According to Article 56 of Law No. 2 of 2004 concerning Industrial Relations Dispute Settlement, The Industrial Relations Court has the duty and authority to examine and decide:

a. In the first level concerning disputes over rights;
b. In the first and last levels concerning the conflict of interests;

c. In the first level concerning the dispute of employment discharge;
d. In the first and last levels concerning the dispute between workers unions/labor unions in one company.

The applicable procedural law in the Industrial Relations Court Civil Procedure is applicable to the Court in the environment of General Jurisdiction, unless specially regulated in this law. It is mentioned in Article 57 of Law No. 2 of 2004.

Conflict of Norm is underlying Competence of Industrial Relations Court and the Court for commercial affairs on Industrial Relations Disputes related to Bankrupt Verdict as appeared in the Court for commercial affairs Practice, as examined at the District Court of Surabaya in the Case of Bankrupt Verdict of PT. METALINDO PERWITA enrolled in the Registry of Verdict Number: 07 / Bankrupt / 2009 / District Court. Commercial. Sby filed by the Applicant CV. MULTI PRATAMA PERKASA.

In Bankruptcy Case of PT. METALINDO Perwita enrolled in the Registry of Verdict Number: *07/Pailit/2009/PN.Niaga.Sby*, Regional Executive Board of the Union Federation of Indonesian Metal Workers (*DPW FSPMI*) East Java Province is represented by PUJIANTO, SH. and JAZULI acting for and on behalf of HINDARTO and colleagues (444 people) Members of PUK SPAMK-FSPMI PT. METALINDO PERWITA as trade union that have the right and duty to defend and fight for the rights and interests of its members, propose for intervention demand by proposing the response, on July 7, 2009 basically it is going to fight for their rights either in the form of severance pay and wages that are still owed by the bankrupt debtor of PT. METALINDO PERWITA and as workers/laborers of PT. METALINDO PERWITA, so that the payment of severance pay, gratuity and compensation for each worker and THR and wages that are still owed by the debtor are stated to be prioritized or positioned in the first number by relying on the provision of Article 95 paragraph 4 of Law Number 13 of 2003 on Employment which states "In case a company is declared as bankrupt or liquidation based on the law and regulationthat exist, the wages and other rights of workers/laborers must be paid earlier of the other debts".

DPW FSPMI of East Java technically as trade union also propose*Renvooi Procedure*, which propose a rebuttal against the bill in the List of Account Receivablethat is set out in Account Receivable matching (Meeting of Debt Verification) which is not in accordance with the Collective Agreement on December 16, 2008 which has been recorded in the Industrial Relation Court Number 01/KS/2009/PHI.Surabaya on 9th of February 2009 regarding THR, Wages and Dwangsom Money of each worker, and does not meet the Industrial Relation Court Verdict on the Surabaya District Court Number 150/G/2009/PHI.Surabaya on 5th of August 2009 concerning on Termination of Employment*(PHK)*that give Severance Money, Gratuity and Compensation Money of Rights Reimbursement of each worker. The objectionofHINDARTO and colleagues (444 people) Members of PUK SPAMK-FSPMI PT. METALINDO PERWITAofAccount Receivable Listis that it did not recognize the shortcoming of THR 2008 and the wages on March until July 2009 for 444 people and also did not recognize Dwangsom Money and expenses during the process in the PHI, which previously on denial of bill in that the Account Receivable List that was not successfully conciliated by Supervisory Judge.

Furthermore *Renvooi Procedure* examined by the judges of the Court for commercial affairs which decide Bankruptcy of Debtor PT. METALINDO Perwita, considered in its Verdict that what was decided in the Industrial Relation Court Verdict on the Surabaya District Court Number 150/G/2009/PHI.Surabaya on August 5, 2009 and the Collective Agreement on December 16, 2008 which has been recorded in the Industrial Relation Court Number 01/KS/2009/PHI.Surabaya on 9th of February 2009 and the Legal opinion of Dr. Shubhan M. Hadi, SH., MH., CN. on 25th of November 2009, so THR and wages from March to July 2009 was also the rights ofHINDARTO and his colleagues(444 people) Members of PUK SPAMK-FSPMI PT. METALINDO PERWITA. Moreover, for the demands of Forced Money bill (dwangsom) and the costs of the litigation process in the Industrial Relation Court in the District Court of Surabaya by the judges of the Court for commercial affairs can not be granted. Hereinafter in Verdict Amar*Renvooi Procedure* establishes the number ofCreditor bill of the exceptant I (HINDARTO, et al. The workers who are members of FSPMI East Java) Rp. 10,334,582,200.00 (ten billion three hundred thirty four million five hundred eighty two thousand two hundred rupiahs).

*Renvooi Procedure*Verdict also considered the objection of HINDARTO and colleagues (444 people) Members of PUK SPAMK-FSPMI PT. METALINDO PERWITA of the bill in the Account Receivable ListforWorker Unionof FSBK KAMIPARHO who is also another Worker Union of PT. METALINDO PERWITA, which in the list have been decided as the Preferred Creditor for Rp.2.216.718.623,00. Thus, the Court for commercial affairs in *Renvooi Procedure*Verdicthas been reviewed, considered and decided right, and interests disputes and disputes between worker union/labor union in a company that had previously been an absolute competence of the Industrial Relation Court as referred in The Article 56 of Law Number 2 Year 2004 on Industrial Relation dispute settlement, which is before the bankruptcy processhappened toward the debtor, that settlement of the dispute is the competence of the Industrial Relation Court.

Competence of Court for commercial affairs, as specified in Article 3 paragraph (1) and Article 127

paragraph (1) the Bankruptcy Act No. 37 of 2004 which provides the basis to the Court for commercial affairs, authorized to decide not only the Demandof Bankrupt Statement but also 'other things' that are related and/or regulated in the Bankruptcy Act and solve the dispute of denial account receivable that is not successfully conciliated by Supervisory Judge commonly called *Renvooi Procedure*, practically also raises the problem of Conflict of Norm underlying the competence of the Court for commercial affairs related to the Civil Cases arising from Bankrupt Verdictespecially regarding the dispute of the workers' rights of the company which was declared as bankrupt which is the industrial relation dispute that became absolute competence of the Industrial Relation Court as Bankrupt Case of PT. METALINDO PERWITA.

The effectiveness of workers' rights dispute settlement throughVerdict of Industrial Relation Court of the company's workers who experienced bankruptcy process became **paralyzed and very ineffective** and can cause lossforworkers, entrepreneurs and creditors in other bankruptcy processes, it can be seen from the Verdictof *Renvooi Procedure*of Committee of Judges of the Court for commercial affairs in Surabaya District Court that ignores the Verdict of Industrial Relation Court in Surabaya District Court Number 150/G/2009/PHI.Surabaya on August 5, 2009 and the Collective Agreement on December 16, 2008 which has been recorded in the Industrial Relation Court Number: 01 /KS/2009/PHI.Surabaya on 9 February 2009, in which the Verdict of Industrial Relation Court and Collective Labour Agreement related to the claim of bill of Forced Money (dwangsom) and the costs of the litigation process in the Industrial Relation Court in the District Court of Surabaya by Ad-Hoc Judge of Court for Commercial Affairs can not be granted.

Industrial Relations Court Verdict on the Surabaya District Court Number 150/G/2009/PHI.Surabaya on August 5, 2009 and the Collective Labour Agreement on December 16, 2008 which has been recorded in the Industrial Relation Court Number 01/KS/2009/PHI.Surabaya on 9th of February 2009 cannotbe legally conducted (execution) according to Amar of Verdict, it refers to the provision of Article 31 paragraph (1) and (2) of Law Number 37 Year 2004 as the elaboration of making norm of Integration Principles that regulatesevery establishment of the implementation of the court toward every part of the debtor wealth that had begun before the bankruptcy, it must be stopped, and since then there is no verdictthat can be implemented, and all the foreclosures that have been done becomes abolished and streaked.

The principle of integration is an important aspect that becomes the reference in completing the rule of Bankruptcy law asserted in the General Elucidation of Law Number 37 Year 2004, which mentions that the principle of integration states that the system of formal and substantive law in the Bankruptcy Law is an intact unity of the civil legal systemand national civil procedure law. With the Integration principle philosophically any settlement of the problem of debts, guarantees and bills are settled integrally and completely in the bankruptcy legal system under the authority of judgement (Absolute Competence) ofCourt for commercial affairs.[1]

The implementation of the integration principle in the legal system of bankruptcyis consistentlyin line with the principle of the implementation of the Judicial Power that is the principle of "justice is done simply, quickly and inexpensively" (*peradilan dilakukan dengan sederhana, cepat dan biaya ringan)* as stipulated in Article 2 (4) of Law Number 48 Year 2009 regarding Judicial Power, the reason is that in the explanation of The Article it is stated that what is meant by "simple" is the examination and the settlement is done in an efficient and effective manner, while the term "inexpensively"is the cost of the case that is accessible by the public. However, those three principlesdo not ignore the precision and accuracy in finding the truth and justice.

The unification of all dispute settlements ofcivil lawsuits related to the Verdictof Bankrupt Statement including the settlement of the Industrial Relation Dispute particularly related to the rights of workers of bankrupt companies that were previously the competence of the Industrial Relation Court, it judicially becomes the competence of the Court for commercial affairs in harmony with the basic idea of the implementation of integration principle that is contained in the explanation of Bankruptcy Act that provides the foundation that bankruptcy is the Formal and Substantive Legal System which are a unity of Civil Legal System and the National Civil Procedure Law. It is also supported by the law preference of *Lex Specialis Derogat Lex Generalis*and*Lex Posteriori Derogat Lex Priori*. Making the unity of Indonesian Bankruptcy Legal System through the implementation of integration principle with a single competence under the Court for commercial affairs as a Law mediumis aimed to solve the problem of debts fairly, quickly, openly and effectively.

Similarly, in the settlement of the Industrial Relation Dispute particularly related to the workers' rights ofbankrupt companies it needs a fair, quick, open and effective settlement, not only legally prioritized and firstly positioned (prevelige) the fulfillment of their rights as stated in Article 95 paragraph (4) Act No. 13 of 2003 on Labour, but it is also in line with the purpose of establishing the Industrial relation Court itself, as in part of the

[1]According toLilik Mulyadi, *Perkara Kepailitan Dan Penundaan Kewajiban Pembayaran Utang (PKPU) Teori Dan Praktik*, Alumni, Bandung, 2010, p. 5, Commercial Court is one of the Special Courts and part of the district court, so that the chief of the district court and clerk of the district court also actas the chief of Commercial Court and clerk of the Commercial court.It is similar to the structure of organization of Commercial Court that attach and become one to the structure of the District Court.

preamble of Law Number 2 of 2004 concerning on Settlement of Industrial relation dispute that in the era of industrialization, industrial disputes become more frequent and complex, so it needs institutions and mechanisms for the settlement of industrial relation dispute that isquick, accurate, fair, and inexpensive.

Ideally with a unity of Bankruptcy Legal system, especially in the form of implementation of the principle of integration in the Legal System of Bankruptcy under the jurisdiction and competence of the Court for commercial affairs as a judicial institution under the General Courts according to **Rahayu Hartini**, authority to hear the Court for commercial affairs is an Extra Ordinary Court with Legal Status, Legal Power And Legal capacity[1] in the General Court area, with special authority as Specific, Substantive and Exclusive Jurisdiction was from the beginning is designed to have an expanded Absolute Competence, which have authority to receive, examine and decide the case settlement of bankruptcy statementdemand including all civil cases disputes that are related to the Bankrupt Verdict, which is in this case is the settlement of the Industrial Relation Dispute particularly related to the workers' rights of the bankrupt company.

The urgency ofmaking normof integration principle with the firm, clear and complete in the Act that regulates theIndonesia Bankruptcy System, especially the embodiments of Integration Principle as the settlement of the problem of agreement which contains Arbitration Clause that was previously not regulated in the previous Bankruptcy Act, which then been accommodated withmaking normof Article 303 Bankruptcy Act Number 37 Year 2004, which explicitly and clearly states that the Court for commercial affairsstill has the authority to receive, examine, hear and decide Demand of Bankrupt Statement although the Parties are tied to an agreement which contains Arbitration Clause. It is expected that Bankruptcy Act later also accommodatemaking norm ofintegration principle to be more firmly and clearly to provide legal certainty and equality in the settlement of industrial relation dispute, particularly the workers' rights of the bankrupt company.

IV. CONCLUSION

The rights of the worker in bankruptcy, instead of wage, in term of dissolution of working relation because bankruptcy, the entrepreneur must pay: 1. Severance pay and or, money as reward for working period and, 3. Money for replacing rights. And the settlementof the disputeof industrial relation related to the workers' rights fromthe bankrupt company,as the bankrupt case PT. METALINDO PERWITAit needs the solution that is fair, quick, opened, effective, not only just prioritized legally and the completion of the rights should becomes the priority but it should be in line with the purpose of the industrial relation court itselfthat needs the mechanism of the industrial relation dispute settlementthat are quick, appropriate, fair, and easy. With the industrial relation dispute settlementof the bankrupt company on the trading court that is based on the implementationof integration principle in the bankruptcy legal system as law medium to solve debt problem fairly, quickly, openly and effectively, so the *Conflict of Norm*that underlie the competence of industrial relation court with the trading court in practice can be solved,by referring to the effectiveness and guarantee the bankruptcy legal system orderly and specifically gives the law certainty of the completion of workers' rights of bankrupt company and to the public generally, and it gives law protection and certainty for the either domestic or international businessmen and financial transaction.

To guarantee the implementation of integration principle in industrial relation dispute settlement,so it needs the role of representatives and the government to do revision, harmonization, and synchronization of The Constitution Number 2 Year 2004 about the dispute settlement of industrial relation with The Constitution Number 37 Year 2004 about bankruptcy and the postponement of debt payment obligation. Furthermore, the sureme court of Indonesia as the chief of the institutions of justice below it should technical guidance through rule or form letter Circular of the Supreme Court to prevent the settlement of Conflict of Norm Industrial Relation Dispute Settlement that is ineffective between the Industrial Relations Court with the Court for Commercial Affairs, as it could potentially harm Workers, entrepreneurs and other parties who have interest in the bankruptcy process that can be avoided.

REFERENCE

Lalu Husni, *Pengantar Hukum Ketenagakerjaan Indonesia*, Raja Grafindo Persada, Jakarta, 2007.

Lilik Mulyadi, *Perkara Kepailitan Dan Penundaan Kewajiban Pembayaran Utang (PKPU) Teori Dan Praktik*, Alumni, Bandung, 2010.

Mohammad Amrullah, *Kesatuan Sistem Hukum Kepailitan Indonesia Di Bawah Kompetensi Absolut Pengadilan Niaga*, Tesis, Magister Ilmu Hukum Fakultas Hukum Universitas Airlangga, Surabaya, 2011.

Moh. Mahfud MD, *Membangun Politik Hukum Menegakkan Konstitusi*, Rajawali Pers, Jakarta, 2011.

M. Hadi Shubhan, *Hukum Kepailitan : Prinsip, Norma Dan Praktik Di Pengadilan*, Kencana, Jakarta, 2009.

[1]Rahayu Hartini, *Penyelesaian Sengketa Kepailitan Di Indoensia (Dualisme Kewenangan Pengadilan Niaga Dan Lembaga Arbitrase)*, Kencana, Jakarta, 2009, hal. 228.

Rahayu Hartini, *Penyelesaian Sengketa Kepailitan Di Indoensia (Dualisme Kewenangan Pengadilan Niaga Dan Lembaga Arbitrase)*, Kencana, Jakarta, 2009.

Supomo Suparman, *Hukum Acara Peradilan Hubungan Industrial, Tata Cara Penyelesaian Sengketa Perburuhan*, Jala Permata Aksara, Jakarta, 2009.

Ugo dan Pujiyo, *Hukum Acara Penyelesaian Perselisihan Hubungan Industrial : Tata Cara Dan Proses Penyelesaian Sengketa Perburuhan*, Sinar Grafika, Jakarta, 2011.

Umar Kasim, *Hak-Hak Dan Kedudukan Hukum Pekerja Dalam Kepailitan*, Makalah dalam Pendidikan Kurator dan Pengurus di Hotel Millenium yang diselenggarakan oleh Asosiasi Kurator Dan Pengurus dengan Ditjen AHU Departemen Hukum Dan HAM, 15-27 Januari 2007.

Undang-Undang

1. Undang-Undang Nomor 13 Tahun 2003 tentang *Ketenagakerjaan.*
2. Undang-Undang Nomor 2 Tahun 2004 tentang *Penyelesaian Perselisihan Hubungan Industrial*.
3. Undang-Undang Nomor 37 Tahun 2004 tentang *Kepailitan Dan Penundaan Kewajiban Pembayaran Utang*.

Putusan

Putusan Nomor: 07/Pailit/2009/PN.Niaga.Sby