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PRESIDENT REPUBLIC OF INDONESIA

ACT NUMBER 2 OF THE YEAR 2004

CONCERNING

INDUSTRIAL RELATIONS DISPUTE SETTLEMENT

BY THE GRACE OF GOD THE ALMIGHTY

PRESIDENT OF THE REPUBLIC OF INDONESIA.

Considering:

a. That harmonious, dynamic, and fair industrial relations need to be put into practice in an optimal manner in accordance with *Pancasila* values;
b. That in the era of industrialization, the problem of industrial disputes have become more frequent and complex, so that it is necessary to establish institutions and mechanisms for settlement of industrial disputes that are prompt, appropriate, just, and inexpensive;
c. That the Act No. 22 of 1957 concerning Settlement of Labour Disputes and Act No. 12 of 1964 concerning Termination of Employment in Private Corporations is no longer suitable with the needs of the society;
d. That based on considerations as were mentioned under letters a, b, and c, there needs to be stipulated an Act that calls for an arrangement of matters concerning Industrial Dispute Settlement.

In view of:

1. Article 5 subsection (1), Article 20, Article 24, Article 25, Article 27 Subsections (1), as well as Article 28 D subsection (1) and subsection (2) of the 1945 Constitution of the Republic of Indonesia;
2. Act No 14 of 1970 on Principal Provisions of Judiciary Power (State Gazette No. 74 of 1970, Republic of Indonesia, Addendum to the State Gazette No. 2951) as has been revised by Act No. 35 of 1999 on the Revision of Act No. 14 of 1970 concerning the Principal Provisions of Judiciary Power (State Gazette No. 147 of 1999, Republic of Indonesia, Addendum to the State Gazette No. 3879);

3. Act No. 14 of 1985 on the Supreme Court (State Gazette No. 73 0f 1985, Republic of Indonesia, Addendum to the State Gazette No. 3316);
4. Act No. 2 of 1986 on the General Judiciary (State Gazette No 20 of 1986, Republic of Indonesia, Addendum to the State Gazette No. 3327);
5. Act No 21 of 2000 on Wokers/Labour Unions (State Gazette No. 131 of 2000, Republic of Indonesia, Addendum to the State Gazette No. 3989);
6. Act No. 13 of 2003 on Manpower (State Gazette No. 39 of 2003, Republic of Indonesia, Addendum to the State Gazette No. 4279);

By the joint approval between

THE HOUSE OF REPRESENTATIVES OF THE REPUBLIC OF INDONESIA
AND
THE PRESIDENT OF THE REPUBLIC OF INDONESIA

DECIDE:

To stipulate: THE ACT CONCERNING INDUSTRIAL RELATIONS DISPUTE SETTLEMENT.

CHAPTER I
GENERAL PROVISIONS

Article 1

Under this Act, the following definitions shall apply:

1. An Industrial Relations Dispute is a difference of opinion resulting in a dispute between employers or an association of employers with workers/labourers or trade unions due to a disagreement on rights, conflicting interests, a dispute over termination of employment, or a dispute among trade unions within one company.
2. Dispute over rights is a dispute arising over the non-fulfillment of rights, as a result of differences in implementation or interpretation concerning the laws and regulations, work agreements, company regulations, or the collective labour agreement.
3. Dispute over interest is a dispute arises in the work relationship due to non-convergence of opinions in the drawing up of, and/or changes in the work requirements as stipulated in the working agreement, or company regulations, or collective labour agreement.

4. A dispute over termination of employment is a dispute arising from the lack of convergence of opinions regarding the termination of employment as conducted by one of the parties.
5. A dispute among trade unions is dispute between one trade union and another trade union within one company, due to the fact there is non-convergence regarding membership, implementation of rights, and obligations to the union.

6. An entrepreneur is:
    a. An individual, a partnership or a legal entity that operates a self-owned enterprise;
    b. An individual, a partnership or a legal entity that independently operates a non-self-owned enterprise;
    c. An individual, a partnership or a legal entity located in Indonesia and representing an enterprise as mentioned under point a and point b that is domiciled outside the territory of Indonesia.

7. An enterprise is:
    a. Every form of business, which is either a legal entity or not, which is owned by an individual, a partnership or a legal entity that is either privately owned or state owned, which employs workers/ labourers by paying them wages or other forms of remuneration;
    b. Social undertakings and other undertakings with officials in charge and which employ people by paying the wages or other forms of remuneration.

8. **A trade union / labour union** is an organization that is formed from, by and for workers/ labourers either within an enterprise or outside of an enterprise, which is free, open, independent, democratic, and responsible in order to strive for, defend and protect the rights and interests of the worker/ labourer and increase the welfare of the worker/ labourer and their families.

9. A worker/labourer is any person who works and receives wages or other forms of remuneration.

10. Bipartite bargaining is meeting between the workers/labourers or trade unions and the employers to resolve disputes in industrial relations.

11. Industrial Relations Mediation that hereinafter referred as to mediation is the settlement of disputes over rights, conflict over interests, disputes over termination of the work relationship, and disputes between worker/labour unions within one company only through

deliberations that are interceded by one or more mediators who are neutral.

12. An Industrial Relations Mediator that hereinafter referred as to a mediator is a government agency employee responsible for the manpower field who meet the requirements as a mediator, and is appointed by the Minister for the duty of carrying out mediation and has an obligation to provide a written recommendation to the parties in dispute in order to resolve disagreements over rights, conflict over interests, disputes over termination of working relationships, and disputes between trade unions within one company.

13. Industrial Relations Conciliation that hereinafter referred as to conciliation is the settlement of disputes over interests, disagreements over termination of work relationships, or disputes between trade unions within one company only, through deliberations interceded by one or more neutral conciliators.

14. An Industrial Relations Conciliator who hereinafter referred as to a conciliator is one or more persons who meet the requirements as a conciliator and is appointed by the Minister, who is assigned to carry out conciliation and is obliged to give a written recommendation to the parties in dispute to resolve the disagreements over interests, dispute over termination of the work relationship, or a dispute between the trade unions within a single company.

15. Industrial Relations Arbitration that hereinafter referred as to arbitration is the resolution of a dispute over interests, and disputes between trade unions within one company only, outside the Industrial Relations Court through a written agreement from the parties in dispute who agree to submit the settlement of the dispute to an arbiter whose decision is binding on the parties involved and is final.

16. An Industrial Relations Arbiter who hereinafter referred as to an arbiter is one or more persons selected by the parties in dispute from a list of arbiters named by the Minister to provide a decision on disputes over interests, and disputes between trade unions within one company only, with the settlement handed over to arbitration where the decision is binding on the parties and is final.

17. An Industrial Relations Court is a special court established within the aegis of the District Court that has the authority to review, bring to court and provide a verdict concerning an industrial relations dispute.

18. A Judge is a District Court Career Judge who is assigned to the Industrial Relations Court.

19. Ad Hoc Judges are ad-hoc judges at the Industrial Relations Court and ad-hoc judges at the Supreme Court whose appointments are upon the proposal of the trade unions and the employer's organization.

20. Supreme Court Judges are Justices and Ad-Hoc Judges at the Supreme Court who have the authority to review, bring to court, and produce a verdict on industrial relations disputes.

21. The Minister is the minister responsible for manpower affairs.

Article 2

The types of Industrial Relations Disputes cover:
a. disputes of rights;
b. disputes of interests;
c. disputes over termination of employment; and
d. disputes among trade unions within one company.

Article 3

(1) Industrial relations disputes are required to be resolved first through bi-partite bargaining in deliberation to reach consensus.
(2) Settlement of disputes through bipartite mechanism as stipulated in subsection (1) must be settled at the latest within 30 (thirty) working days from the commencement of negotiations.
(3) In the event that within a time frame of 30 (thirty) days as stipulated in subsection (2), one party refuses to continue negotiations or there had been bargaining which did not result in agreement, then the bipartite meetings will be considered to have failed.

Article 4

(1) In the event the bipartite bargaining failed as stipulated in Article 3 subsection (3), then one or both of the parties can file their dispute to the local authorized manpower offices, and attaching proof that efforts to resolve the dispute through bipartite bargaining have been conducted.
(2) In the event the proofs as stipulated in subsection (1) were not attached, then the authorized manpower offices will return the dossier to be made complete at the latest within 7 (seven) working days from the date the dossier was returned.
(3) After receiving a written report from one or both parties, the local authorized manpower offices is required to offer to both parties a Collective Agreement to select a settlement through conciliation or arbitration.

(4) In the event the parties do not select settlement through conciliation or arbitration within 7 (seven) working days, then the authorized manpower offices will transfer settlement of the dispute to a mediator.
(5) Settlement through conciliation is conducted for resolution of disputes over interests, disputes on termination of work relationships, or disputes among trade unions.
(6) Settlement through arbitration is conducted for resolution of disputes over interest or disputes among trade unions.

Article 5

In cases where an attempt at settlement through conciliation or mediation does not result in agreement, then one of the parties can file a legal petition to the Industrial Relations Court.

CHAPTER II
PROCEDURES ON
SETTLEMENT OF INDUSTRIAL RELATIONS DISPUTES

Section One
Settlement through the Bipartite Mechanism

Article 6

(1) Every bargaining as meant in Article 3 must be evidenced by a minutes signed by the parties.
(2) The minutes of the bargaining as mentioned in subsection (1) must at the least contain:

a. full names and addresses of the parties;
b. date and venue of the bargaining;
c. agenda or reasons underlying the dispute;
d. the positions of each party;
e. a summary or results of the bargaining; and
f. date and signatures of the parties involved in the bargaining.

Article 7

(1) In the event that the bargaining as stipulated in Article 3 Reach an agreement for settlement, then a Collective Agreement is drawn up and signed by the parties.
(2) The Collective Agreement as stipulated in subsection (1) is binding and become the law and must be performed by the parties.

(3) The Collective Agreement as stipulated in subsection (1) is required to be registered by the parties to the Industrial Relations Court at the local District Court where the parties conducted the Collective Agreement.
(4) The Collective Agreement that has been registered as mentioned in subsection (3) will be provided with a Collective Agreement registration deed that will be an inseparable part of the Collective Agreement.
(5) In the event that the Collective Agreement as mentioned under subsection (3) and subsection (4) is not implemented by one of the parties, then the party suffering injury can file a petition for execution to the Industrial Relations Court at the local District Court where the Collective Agreement was registered, in order to obtain an order for execution.
(6) In the case the petitioner for execution is domiciled outside the jurisdiction of the District Court where the Collective Agreement was registered as mentioned in subsection (3), then the petitioner can submit a request for court order through the Industrial Relations Court in the District Court at the domicile of the petitioner to be forwarded to an Industrial Relations Court in the District Court having the competency to conduct the execution.

Section Two
Settlement through Mediation

Article 8

Settlement of a dispute through mediation is carried out by a mediator which present at each manpower office at the District/City level.

Article 9

A mediator as meant by Article 8 must meet the following requirements:

a. believe and subservient to God Almighty;
b. Indonesia citizen;
c. physically healthy according to a doctor's certificate;
d. mastering manpower laws and regulations;
e. has dignity, honesty, fair and good reputation;
f. has a level of education of at least university or bachelor degree(S1); and
g. other requirements as determined by the Minister.

Article 10

At the latest within 7 (seven) working days of receiving the transfer of responsibility for settlement of the dispute, the mediator must have conducted an investigation of the case and immediately prepare a mediation hearing.

Article 11

(1) The mediator may summon witnesses or expert witnesses to attend the mediation hearing to request and hear the information.
(2) The witness or expert witness that fulfills the summons has a right to receive compensation for transport and accommodation costs with the amount to be determined by a Ministerial Decision.

Article 12

(1) Any person who is asked for information by the mediator for the purpose of settlement of an industrial dispute based on this Act, has the obligation to provide information including opening the books and showing necessary documents.
(2) In cases where the information needed by the mediator has some connection with someone who due to his position must preserve confidentiality, then procedures must be undertaken as arranged under the prevailing laws and regulations.
(3) The mediator must preserve the confidentiality of all information requested as meant under subsection (1).

Article 13

(1) In the event an agreement to settle industrial relations dispute through mediation is reached, then a Collective Agreement shall be drawn up and signed by the parties and witnessed by the mediator, as well as being registered at the Industrial Relations Court in the District Court within the jurisdiction where the parties conducting the Collective Agreement, in order to obtain a registration deed.
(2) In the event no agreement is reached on settlement of the industrial dispute through mediation, then:

a. the mediator will issue a written recommendation;
b. the written recommendation as mentioned under letter a, at the latest within 10 (ten) working days after the first mediation session was held, must be conveyed to both parties;
c. the parties should have provided a written answer to the mediator with the contents indicating whether they accept or reject the written recommendation at the latest within 10 (ten) working days after receiving the written recommendation;
d. any party not providing an opinion as meant in letter c, will be considered to have rejected the written recommendation;
e. in the case of the parties accepting the written recommendation as meant within letter a, then at the latest within 3 (three) working days of the written recommendation being agreed upon, the mediator must have completed work in assisting the parties to draw up a Collective

Agreement and register at the Industrial Relations Court in the District Court within the jurisdiction where the parties conducted their Collective Agreement in order to obtain a registration deed.

(3) The registration of the Collective Agreement at the Industrial Relations Court in the District Court as mentioned in subsection (1) and subsection (2), letter e, will be carried out as follows:

a. The Collective Agreement that has been registered will be given a proof of registration deed and constitutes an inseparable part of the Collective Agreement;
b. in the case of the Collective Agreement as mentioned in subsection (1) and subsection (2), letter e, not being performed by one of the parties, then the party suffering injury may submit a petition for execution to the Industrial Relations Court in the local District Court where the Collective Agreement was registered in order to obtain an order for execution;
c. in the event of the petitioner for court action is domiciled outside the jurisdiction of the Industrial Relations Court at the District Court where the Collective Agreement was registered, then the petitioner may submit the petition through the Industrial Relations Court in the District Court at the domicile of the petitioner, to be forwarded to the Industrial Relations Court in the District Court having competence in conducting the execution.

Article 14

(1) In the case of the written recommendation as meant in Article 13, subsection (2), letter a, being rejected by one or both of the parties, then the parties or one of the parties may continue to file settlement of the dispute to the Industrial Relations Court in the local District Court.
(2)The settlement of the dispute as mentioned in subsection (1) is conducted through a petition by one of the parties to the Industrial Relations Court in the local District Court.

Article 15

The mediator must complete his duties at the latest within 30 (thirty) working days from the time the transfer of responsibility for settlement of the dispute is received, as mentioned in Article 4 subsection (4).

Article 16

The provisions concerning the procedures for appointment and termination of the mediator and the work procedures of mediation shall be regulated with a Ministerial Decision.

Section Three
Settlement through Conciliation

Article 17

Settlement of a dispute through conciliation is conducted by a conciliator registered at the manpower offices at the District/City level.

Article 18

(1) Settlement of disputes over interests, disputes over termination of employment or disputes between trade unions within one company, through conciliation is carried out by a conciliator whose work area covers the place of work of the workers/labourers.
(2) Settlement by a conciliator as mentioned in subsection (1) is conducted after the parties submit a request for settlement in a written to a conciliator appointed and agreed by the parties.
(3) The parties may know the name of the chosen and agreed conciliator from a list of conciliators' names posted and announced at the local Government office responsible for manpower affairs.

Article 19

(1) The conciliator, as mentioned in Article 17, must meet these requirements:
   a. believe and subservient to God Almighty.
   b. Indonesia citizen;
   c. minimal 45 years of age;
   d. has a level of education of at least university or bachelor degree (S1);
   e. physically healthy according to a doctor's certificate;
   f. has dignity, honesty, fair, and good reputation;
   g. has experience in the industrial relations field for at least 5 (five) years;
   h. Mastering manpower laws and regulations; and
   i. other requirements as determined by the Minister.

(2) The registered conciliators as mentioned in subsection (1) will be given a legitimization by the Minister or the authorized official on manpower affairs.

Article 20

Within maximum of 7 (seven) working days after receiving the request for dispute settlement in written, the conciliator must have conducted an investigation regarding the case and at the latest by the eighth working day, the first conciliation session must have been held.

Article 21

(1) The conciliator may summon witnesses or expert witnesses to attend the mediation hearing to request and hear the information.
(2) The witness or expert witness that fulfills the summons has a right to receive compensation for transport and accommodation costs with the amount to be determined by a Ministerial Decision.

Article 22

(1) Any person who is asked for information by the conciliator for the purpose of settlement of an industrial dispute based on this Act, has the obligation to provide information including opening the books and showing necessary documents.
(2) In cases where the information needed by the conciliator has some connection with someone who due to his position must preserve confidentiality, then procedures must be undertaken as arranged under the prevailing laws and regulations.
(3) The conciliator must preserve the confidentiality of all information requested as meant under subsection (1).

Article 23

(1) In the event an agreement to settle industrial relations dispute through conciliation is reached, then a Collective Agreement shall be drawn up and signed by the parties and witnessed by the conciliator, as well as being registered at the Industrial Relations Court in the District Court within the jurisdiction where the parties conducting the Collective Agreement, in order to obtain a registration deed.
(2) In the event no agreement is reached on settlement of the industrial dispute through conciliation, then:

    a. the conciliator will issue a written recommendation;
    b. the written recommendation as mentioned under letter a, at the latest within 10 (ten) working days after the first conciliation session was held, must be conveyed to both parties;
    c. the parties should have provided a written answer to the conciliator with the contents indicating whether they accept or reject the written

recommendation at the latest within 10 (ten) working days after receiving the written recommendation;

d. any party not providing an opinion as meant in letter c, will be considered to have rejected the written recommendation;

e. in the case of the parties accepting the written recommendation as meant within letter a, then at the latest within 3 (three) working days of the written recommendation being agreed upon, the conciliator must have completed work in assisting the parties to draw up a Collective Agreement and register at the Industrial Relations Court in the District Court within the jurisdiction where the parties conducted their Collective Agreement in order to obtain a registration deed.

(3) The registration of the Collective Agreement at the Industrial Relations Court in the District Court as mentioned in subsection (1) and subsection (2), letter e, will be carried out as follows:

a. The Collective Agreement that has been registered will be given a proof of registration deed and constitutes an inseparable part of the Collective Agreement;

b. in the case of the Collective Agreement as mentioned in subsection (1) and subsection (2), letter e, not being performed by one of the parties, then the party suffering injury may submit a petition for execution to the Industrial Relations Court in the local District Court where the Collective Agreement was registered in order to obtain an order for execution;

c. in the event of the petitioner for court action is domiciled outside the jurisdiction of the Industrial Relations Court at the District Court where the Collective Agreement was registered, then the petitioner may submit the petition through the Industrial Relations Court in the District Court at the domicile of the petitioner, to be forwarded to the Industrial Relations Court in the District Court having competence in conducting the execution.

Article 24

(1) in the case of the written recommendation as meant in Article 23 subsection (2) letter a being rejected by one or both of the parties, then one or both parties may continue to settle the dispute to the Industrial Relations Court in the local District Court.

(2) Settlement of the dispute as mentioned in subsection (1) is implemented through a petition by one of the parties.

Article 25

The conciliator must complete his duties at the latest within 30 (thirty) working days from the time the transfer of responsibility for settlement of the dispute is received.

Article 26

(1) The conciliator is entitled to receive honorarium for services rendered based on dispute settlement to be borne by the state**.**
(2) The amount of honorarium as mentioned in subsection (1) will be determined by the Minister.

Article 27

The conciliator's performance within a certain period will be monitored and assessed by the Minister or government official on manpower affairs.

Article 28

The procedures for candidate registration, appointment and revocation of conciliator license, and work procedures of conciliation will be regulated with a Ministerial Decision.

Section Four
Settlement through Arbitration

Article 29

Settlement of industrial relations dispute through arbitration will include disputes over interests and disputes among workers /labour unions within one company.

Article 30

(1) The arbiter with authority to settle industrial relations disputes must be an arbiter who has been determined by the Minister.
(2) Work area of the arbiter covers the entire territory of the Republic of Indonesia.

Article 31

(1) In order to be appointed as arbiter as mentioned in Article 30 subsection (1) the person must meet the following requirements :
    a. Believe and subservient to God Almighty;
    b. Competent to do legal action;
    c. Indonesia citizen;
    d. has a level of education of at least university or bachelor degree(S1);
    e. least forty-five (45) years of age;
    f. physically healthy according to a doctor's certificate;
    g. mastering manpower laws and regulations as proven by a certificate or proof of passing an arbitration examination; and
    h. has at least five (5) years experience in the field of industrial relations .

(2) Provisions concerning examination and procedures for arbiter registration will be regulated with a Ministerial Decision.

Article 32

(1) The settlement of an industrial relations dispute through an arbiter will be performed on the basis of agreement by the disputing parties.
(2) Agreement of the parties as meant in subsection (1) will be declared in writing through a letter of arbitration agreement, made in three (3) copies wherein each party is to receive one (1) copy with the same legal power.
(3) The arbitration agreement as meant in subsection (2) at the least contain:
   a. full names and addresses or domicile of the disputing parties;
   b. main issues underlying the dispute to be handed over to arbitration for settlement;
   c. number of arbiters agreed upon;
   d. a statement of the disputing parties to comply with and implement the arbitration decision; and
   e. the place and date of drawing up the agreement and signatures of the disputing parties.

Article 33

(1) In the event of the parties having signed the arbitration agreement as mentioned in Article 32 subsection (3), the parties are entitled to choose an arbiter from a list of arbiters determined by the Minister.
(2) The disputing parties may designate a single arbiter or several arbiters (council) of an odd number of at least three (3) persons.
(3) In the event that the parties agree to designate a single arbiter, the parties must reach an agreement at the latest within seven (7) working days on the name of the arbiter.
(4) In the event that the parties agree to appoint several arbiters (council) in odd number, each party is entitled to choose an arbiter at the latest within three (3) days, while the third arbiter will be decided by the designated arbiters at the latest within seven (7) days to be appointed chairman of the Arbitration Council.
(5) Appointment of the arbiters as mentioned in subsections (3) and (4) will be performed in writing.
(6) In the event that the parties are not in agreement over the appointment of an arbiter whether a single arbiter or several arbiters (council) of odd number as meant in subsection (2), then upon the request of one of the parties the Head of the Court may appoint an arbiter from the list of arbiters determined by the Minister.
(7) An arbiter, who is requested by the parties, is required to notify the parties of any matter that might affect his independence or may result in imbalance in any adjudication to be made.
(8) Any person who accepts appointment as arbiter as mentioned in subsection (6) must notify the parties in writing of his acceptance.

Article 34

(1) An arbiter who is willing to be appointed as mentioned in Article 33 subsection (8) will draw up an agreement of arbiter appointment with the disputing parties.
(2) The agreement of arbiter appointment as mentioned in subsection (1) shall at least contain the following:
   a. full names and addresses or domiciles of the disputing parties and arbiter;
   b. main issues underlying the dispute and handed over to the arbiter to settle and make the decision;
   c. arbitration costs and arbiter honorarium;
   d. a statement made by the disputing parties to abide by and implement the arbitration decision;
   e. place, date of drawing up the agreement letter and signatures of the disputing parties and arbiter;
   f. a statement by arbiter or arbiters that they will not go beyond their authority in settlement of the case that they are handling; and
   g. no blood or marriage relationship up to the second degree, with one of the disputing parties.

(3) The arbiter agreement as meant in subsection (2) will be made in at least three (3) copies, in which each party and the arbiter will receive one (1) copy having similar legal power.
(4) In the event of arbitration being performed by several arbiters, the original copy of the agreement will be submitted to the Chairman of the Arbiter Council.

Article 35

(1) In the event of the arbiter accepts his appointment and sign an agreement as mentioned in Article 34 subsection (1), then the concerned arbiter may not withdraw, unless upon approval of the parties.
(2) The arbiter who intends to withdraw as meant in subsection (1) must make a written request to the parties.
(3) In the event of the parties approve the request to withdraw as mentioned in subsection (2), the arbiter may be released from duties as arbiter in settlement of the case.
(4) In the case of the request to withdraw is not approved by the parties, the arbiter must make a request to the Industrial Relations Court to be released from duties as arbiter by stating an acceptable reason.

Article 36

(1) In the event of a single arbiter withdraw or pass away, then the parties must appoint a replacement based on the approval of both parties.
(2) In the event of the arbiter designated by the parties withdraw or pass away, appointment of a replacement will be left to the party designating the arbiter.

(3) In the event of a third arbiter chosen by the arbiters withdraw or pass away, the arbiters must appoint a substitute arbiter based on agreement of arbiters.
(4) The parties or the arbiters as mentioned in subsection (1), subsection (2) and subsection (3) must reach an agreement to designate a substitute arbiter at the latest within seven (7) working days.
(5) In the event the parties or the arbiters fail to reach an agreement as mentioned in subsection (4), then the parties or one of the parties or one of the arbiters or the arbiters may request to the Industrial Relations Court to determine a substitute arbiter and the Court must determine a substitute arbiter at the latest within seven (7) working days from the date of receipt of request for substitute arbiter**.**

Article 37

The substitute arbiter as mentioned in Article 36 shall make a statement of willingness to accept the results that have been achieved and to continue settlement of the case.

Article 38

(1) The arbiter appointed by the parties based on the arbitration agreement may file objections to the District Court if sufficient reasons and authentic proof exist that raise doubt that the arbiter will not carry out his duties independently and show imbalance making a decision.
(2) Claim of breach against the arbiter may also be filed when sufficient proof exists that there is a family or work relationship with one of the parties or their proxy.
(3) No appeal may be filed against adjudication of the District Court on claim of breach.

Article 39

(1) Claim of breach against the arbiter that is appointed by the Head of the Court shall be directed to the Head of the Court.
(2) Claim of breach against a single arbiter agreed shall be filed to the concerned arbiter.
(3) Claim of breach against a member of the approved arbiter council shall be filed to the concerned arbiter council.

Article 40

(1) The arbiter is required to settle industrial relations disputes at the latest within thirty (30) working days commencing from the date of signing a letter of agreement for arbiter appointment.
(2) Examination of disputes must commence within three (3) working days at the latest after the date of signing a letter of agreement of arbiter appointment.
(3) Based on the agreement of the parties, the arbiter will have authority to extend the time period to settle the industrial relations dispute at the latest for one (1) period of fourteen (14) working days.

Article 41

Examination of industrial relations dispute by the arbiter or arbiter council will be made behind closed doors unless otherwise preferred by the disputing parties.

Article 42

In the arbitration session**,** the disputing parties may be represented by their authorized representatives with a special letter of authority.

Article 43

(1) In the event that on the session is held, the disputing parties or their authorized representatives are not present without valid reason, despite proper summon has been made, the arbiter or arbiter council may cancel the agreement of arbiter appointment, and the duties of the arbiter or arbiter council are considered completed.
(2) In the event that on the first day of session and further session, one of the parties or their authorized representatives is absent without valid reason, despite proper summon has been made, the arbiter or arbiter council may examine the case and issue an adjudication without the presence of one party or their authorized representative.
(3) In the event of costs being incurred with regard to the agreement of arbiter appointment before cancellation of the agreement by the arbiter or arbiter council as mentioned in subsection (1), the parties can not request the returning of the fee.

Article 44

(1) The settlement of an industrial relations dispute by an arbiter must commence with efforts to make peace between the parties.
(2) In the event of the peaceful settlement as meant in subsection (1) is achieved, the arbiter or arbiter council is required to draw up a Settlement Deed signed by the parties and arbiter or arbiter council.
(3) The Settlement Deed as mentioned in subsection (2) shall be registered at the Industrial Relations Court in the local District Court where the arbiter made the settlement efforts.
(4) Registration of the Settlement Deed as mentioned in subsection (3) will be carried out as follows;
    a. The Settlement Deed that has been registered will be provided with a proof of registration deed and constitutes an inseparable part of the Settlement Deed;
    b. In the event of the Settlement Deed is not implemented by one of the parties, the party suffering injury may file a petition to the Industrial Relations Court in the local District Court where the Settlement Deed was registered in order to obtain an order for execution;
    c. In the case of the petitioner is domiciled outside the jurisdiction of the Industrial Relations Court in the District Court where the Settlement Deed was registered, then the petitioner may file the petition through the

Industrial Relations Court in the District Court in the petitioner domicile to be forwarded to the Industrial Relations Court in the District Court having competency to conduct execution.

(5) In the event of peaceful settlement efforts mentioned in subsection (1) fail, the arbiter or arbiter council shall continue the arbitration session.

Article 45

(1) During the arbitration session the parties will be given opportunities to explain in writing or verbally, their respective opinions, and to submit evidence considered necessary to reinforce their opinions within a period of time determined by the arbiter or arbiter council.
(2) The arbiter or arbiter council is entitled to request the parties to submit additional written explanation, documents or other evidences deemed necessary within a period of time determined by the arbiter or arbiter council.

Article 46

(1) The arbiter or arbiter council may summon one or more witnesses or expert witnesses to provide information.
(2) Before giving information, the witness or expert witness will be sworn in according to the respective religion and faith.
(3) The cost of summoning and trip for a clergy member to perform the swearing of witnesses or expert witness will be borne by the requesting party.
(4) The cost of summoning and trip for witness or expert witness will be borne by the requesting party.
(5) The cost of summoning and trip for witness or expert witness requested by the arbiter will be borne by the parties.

Article 47

(1) Any person who is requested to provide information by the arbiter or arbiter council in examination for settlement of an industrial relations dispute based on this Act is required to give such information, including showing the books and necessary letters.
(2) In case the information required by the arbiter is related to someone who because of his position must maintain confidentiality, a procedure must be followed as regulated in the prevailing legislation and regulations.
(3) The arbiter is required to keep in confidence all information requested as mentioned in subsection (1).

Article 48

The activities undertaken during the examination and arbitration session will be drawn up into an official report of examination by the arbiter or arbiter council.

Article 49

The adjudication of the arbitration session is made on the basis of prevailing laws and regulations, agreements, mores, justice and public interest.

Article 50

(1) The arbitration adjudication shall contain the following:
   a. head of adjudication stating "IN THE NAME OF JUSTICE BASED ON BELIEF IN THE ONE ALMIGHTY GOD";
   b. full name and address of the arbiter or arbiter council;
   c. full names and addresses of the parties;
   d. matters contained in the agreement made by the disputing parties;
   e. Summary of charges, replies, and further explanations by the disputing parties.
   f. considerations underlying the adjudication;
   g. primary topic of adjudication;
   h. place and date of adjudication;
   i. effective date of adjudication; and
   j. arbiter or arbiter council's signature(s).

(2) The arbiter decision which is not signed by one of the arbiters for reasons of illness or his decease will not affect the power of the adjudication.
(3) The reason for no signature as mentioned in subsection (2) must be included in the decision.
(4) The adjudication stipulates that in at the latest fourteen (14) working days, it must be implemented.

Article 51

(1) The arbitration adjudication possesses binding legal force to the disputing parties and constitutes final and permanent in nature
(2) The arbitration adjudication as stipulated in subsection (1) will be registered at the Industrial Relations Court in the local District Court where the arbiter made the decision.
(3) In the event of the arbitration adjudication as mentioned in subsection (1) is not implemented by one of the parties, the party suffering injury may file a request for court execution to the Industrial Relations Court in the District Court which legal jurisdiction includes the domicile of the party to whom the decision must be performed, in order that implementation of adjudication will be instructed.
(4) The instruction as mentioned in subsection (3) must be issued at the latest within thirty (30) working days after the request is registered at the local District Court Clerk without examining the reason or consideration for arbitration adjudication.

Article 52

(1) Any of the parties may file a petition of cancellation of arbitration adjudication to the Supreme Court at the latest within thirty (30) working days since the arbiter decision was made, if the decision is believed to include the following :
   a. A letter or document that was submitted during examination, after adjudication is made is admitted or stated to be false;
   b. after adjudication, a document which is decisive in nature is found that was concealed by the other party;
   c. adjudication is made through deception by one of the parties during the examination of dispute;
   d. the adjudication is beyond the authority of the industrial relations arbiter; or
   e. the adjudication is contrary to laws and regulations.

(2) In the event of such petition as mentioned in subsection (1) is granted, the Supreme Court will stipulate the consequences of cancellation whether in whole or in part of the arbitration decision.
(3) The Supreme Court will decide on the cancellation of petition as stipulated in subsection (1) at the latest thirty (30) working days commencing from the date of receipt of cancellation petition.

Article 53

Industrial relations disputes that are in progress or have been settled through arbitration may not be filed to the Industrial Relations Court.

Article 54

The arbiter or panel of arbiters may not be held legally responsible whatsoever on all actions taken during the session in process, in order to perform their function as the arbiter or panel of arbiters, except when it can be proven that the action is not conducted in good faith.

CHAPTER III
INDUSTRIAL RELATIONS COURT

Section One
General

Article 55

The Industrial Relations Court is a special court within the general court.

Article 56

The Industrial Court is assigned and authorized to investigate and adjudicate:

a. at the first level regarding disputes on rights;
b. at the first and final levels regarding disputes on interests;
c. at the first level regarding disputes on termination of employment;
d. at the first and final levels regarding disputes between workers unions / labor unions in one company.

Article 57

The prevailing legal proceeding in the Industrial Relations Court is the Civil Law Proceeding prevails at the general court, unless otherwise regulated under this act.

Article 58

The parties in the legal proceeding are not charged any costs for the trial process at the Industrial Relations Court, including the execution costs which value of suit is below Rp. 150,000,000.00 (one hundred fifty million rupiah).

Article 59

(1) For the first time, the Industrial Relations Court under this act is established at each District Court in the Regency/ City level, located in each Provincial Capital, which jurisdiction covers the concerned province.

(2) The Industrial Relations Court should, with the Presidential Decree, immediately be established at the local District Court.

Article 60

(1) The composition of the Industrial Relations Court in the District Court is as follows;

a. Judge;
b. Ad-Hoc Judge;
c. Junior Registrar; and
d. Substitute Registrar.

(2) The composition of the Industrial Relations Court in the Supreme Court is as follows:

a. Supreme Judge;
b. Ad-Hoc Judge in the Supreme Court; and
c. Registrar.

Section Two
Judge, Ad-Hoc Judge and Supreme Court Judge

Article 61

The Judge at the Industrial Relations Court is appointed and discharged based on the Decree of the Head of the Supreme Court.

Article 62

The appointment of the Judge as meant in Article 61 is carried out in accordance with the prevailing laws and regulations.

Article 63

(1) The Ad-hoc Judge in the Industrial Relations Court is appointed with a Presidential Decree upon proposal of the Head of the Supreme Court.

(2) The nomination of Ad-Hoc Judge as meant in subsection (1) is proposed by the Head of the Supreme Court from the names approved by the Minister upon proposal of the workers union / labor union or employer's organization.

(3) The Head of the Supreme Court proposes the discharge of the Ad-Hoc Judge of the Industrial Relations Court to the President.

Article 64

The following requirements should be fulfilled in order to be appointed as an Ad-Hoc Judge in the Industrial Relations Court and as an Ad-Hoc Judge in the Supreme Court:

a. Indonesian citizen;
b. devout to the Only God;
c. loyal to the *Panacea* and the 1945 Constitution of the Republic of Indonesia;
d. minimum age of 30 (thirty) years;
e. physically healthy based on a doctor's certificate;
f. has an authoritative bearing, honest, just and has a non-disgraceful behavior;
g. has a level of education of at least university degree (S1), except for the Ad-Hoc Judge in the Supreme Court should have at least university degree on laws; and
h. Minimum of 5 years experience in the industrial relations field.

Article 65

(1) Prior to the appointment, the Ad-Hoc Judge in the Industrial Court should take an oath or promise according to his/her religion/belief, which oath or promise is as follows:

" I swear/promise truthfully that to obtain this position, I shall, directly or indirectly, by using whatever name or way, not give or promise anything to whomsoever. I swear/promise that, for carrying out or for not carrying out something in this position, I shall not at all receive a promise or gift, directly or indirectly from whomsoever.
I swear/promise that I shall be loyal to maintain and carry out with devotion the *Pancasila* as the nation's philosophy of life, state principle and national ideology, and the 1945 Constitution of the Republic of Indonesia, and all laws and regulations that apply for the Republic of Indonesia.
I swear/promise that I shall always carry out my function honestly, thoroughly and without discriminating people, and shall undertake my obligations, as good as possible and as just as possible based on the prevailing laws and regulations".

(2) The taking of oath or promise of the Ad-Hoc Judge in the Industrial Regulations Court is made by the Head of the District Court or appointed official.

Article 66

(1) The Ad-Hoc Judge may not serve concurrently as:

a. member of the State High Institution;
b. head of region / head of territory;
c. legislative institution at the regional level;
d. civil servant;
e. member of the Indonesian Army / Police;
f. official of political party;
g. lawyer;
h. mediator;
i. conciliator;
j. arbitrator; or
k. official member of workers union / labor union or official member of employers organization;

(2) In case an Ad-Hoc Judge serves concurrently with the position as meant in subsection (1), then his/her position as Ad-Hoc Judge may be revoked.

Article 67

(1) The Ad-Hoc Judge in the Industrial Relations Court and the Ad-Hoc Judge in the Industrial Relations Court at the Supreme Court may be honorably discharged from their positions due to the following reasons:

a. passed away;
b. upon own request;
c. continuously ill, physically or mentally, during (12) months;

d. has reached the age of 62 (sixty two) years for the Ad-Hoc Judge in Industrial Relations Court, and has reached the age of 67 (sixty seven) years for the Ad-Hoc Judge in the Supreme Court:
e. not competent in carrying out his/her duties;
f. upon request of the employers organization or upon proposal of the Workers union / labor union; or
g. Has completed his / her office term.

(2) The office term of the Ad-Hoc Judge is 5 (five) years and he/she may be reappointed for another 1 (one) office term.

Article 68

(1) The Ad-Hoc Judge in the Industrial Relations Court is dishonorably discharged from his/her position due to the following reasons:

a. condemned for being guilty of conducting criminal acts;
b. neglects the obligation to carry out his/her work assignments without valid reasons for 3 (three) successive times during the period of 1 (one) month; or
c. violates his/her oath or promise.

(2) The dishonorably discharge with the reasons as meant in subsection (1) is carried out after the concerned is given the opportunity to file his/her plea to the Supreme Court.

Article 69

(1) Prior to his/her dishonorably discharge as meant in Article 68 subsection (1), the Ad-Hoc Judge in the Industrial Relations Court may be temporary discharged from his/her position.

(2) The stipulation as meant in Article 68 subsection (2) also applies to the temporary discharged Ad-Hoc Judge as meant in Article 68 subsection (1).

Article 70

(1) The appointment of the Ad-Hoc Judge in the Industrial Relations Court is conducted by considering the need and available resources.

(2) For the first time, the appointment of the Ad-Hoc Judge in the Industrial Relations Court at the District Court is at least 5 (five) persons from the workers union / labor union and 5 (five) persons from the employers organization.

Article 71

(1) The Head of the District Court controls the implementation of duties by the Judge, Ad-Hoc Judge, Junior Registrar, and Substitute Registrar, and Substitute Registrar of the Industrial Relations Court at the District Court in accordance with his/her authority.

(2) The Head of the Supreme Court controls the implementation of duties by Supreme Court Judge, Junior Registrar and Substitute Registrar of the Industrial Relations Court at the Supreme Court in accordance with his/her authority.

(3) In carrying out the control as meant in subsection (1), the Head of the District Court may give instructions and reprimands to the Judge Ad-Hoc Judge.
(4) In carrying out the control as meant in subsection (2), the Head of the Supreme Court may give instructions and reprimands to the Supreme Court Judge.

(5) The instructions and reprimands as meant in subsection (3) and subsection (4) may not diminish the freedom of the Judge, Ad-Hoc Judge and Supreme court Judge in the Industrial Relations Court in the hearing and adjudication process of disputes.

Article 72

The method of appointing, honorably discharging, dishonorably discharging, and temporary discharge of the Ad-Hoc Judge as meant in Article 67, Article 68, and Article 69 is regulated with a Government Regulation.

Article 73

Allowances and other rights for the Ad-Hoc Judge in the Industrial Relations Court are regulated with a Presidential Decree.

Section Three
Sub-Registrar Office and Substitute Registrar

Article 74

(1) A Sub-Registrar Office of the Industrial Relations Court is formed at each District Court that has an Industrial Relations Court, managed by a Junior Registrar.

(2) In carrying out his/her duties, the Junior Registrar as meant in subsection (1) is assisted by several Substitute Registrars.

Article 75

(1) The Sub-Registrar Office as meant in Article 74 subsection (1) is assigned to:

a. maintain the administration of the Industrial Relations Court; and

b. make the list of all received disputes in the book of cases.

(2) The book of cases as meant in subsection (1) letter b contains at least the sequence number, names and addresses of the parties, and types of disputes.

Article 76

The Sub-Registrar Office is responsible for the delivery of summons letters for trial, delivery of verdict notifications and delivery of verdict copies.

Article 77

(1) For the first, the Junior Registrars and Substitute Registrars at the Industrial Relations Court are appointed from Civil Servants of Government Agencies that are responsible in the manpower sector.

(2) Provisions concerning the requirements, appointment and discharge procedures of the Junior Registrars and Substitute Registrars at the Industrial relations Court are further regulated in accordance with the prevailing laws and regulations.

Article 78

The organization structure, tasks and work procedure of the Sub-Registrar Office at the Industrial relations Court are regulated with the Decree of the Head of the Supreme Court.

Article 79

(1) The Substitute Registrar is assigned to record the trial process in the Minutes.

(2) The Minutes as meant in subsection (1) is signed by the Judge, the Ad-Hoc Judge and the Substitute Registrar.

Article 80

(1) The Junior Registrar is responsible for the book of cases and other documents that are kept in the Sub-Registrar Office.

(2) All books of cases and other documents as meant in subsection (1), either the originals or photocopies, may not be taken out of the work room of the Sub-Registrar Office, unless upon permission of the Junior Registrar.

CHAPTER 1V
SETTLEMENT OF DISPUTE
THROUGH
THE INDUSTRIAL RELATIONS COURT

Section One
Settlement of Dispute by the Judge

Subsection 1
Submission of Petition

Article 81

The Petition of the industrial relations dispute is submitted to the Industrial Relations Court in the District Court which jurisdiction covers the workplace of the worker/laborer.

Article 82

The petition which is filed by the worker/laborer as meant in Article 159 and Article 171 of Law Number 13 of 2003 concerning Manpower, may only be submitted within the grace period of 1 (one) year after the decision of the employer is received or informed.

Article 83

(1) The petition submitted without attachment of the minutes of settlement through mediation or conciliation, should be returned by the judge of the Industrial Relations Court to the plaintiff.

(2) The judge is required to examine the contents of the petition, and if there are shortages, then the judge should request the plaintiff to complete his/her petition.

Article 84

Petitions that involve more than one plaintiff may be submitted collectively by providing a special power of attorney.

Article 85

(1) The plaintiff may at any time withdraw his/her petition before the defendant gives his/her reply.

(2) If the defendant has given his/her reply on the petition, then the withdrawal of the petition by the plaintiff shall be agreed by the Industrial Relations Court upon approval of the defendant.

Article 86

In case the dispute on rights and/or dispute on interest are followed by a dispute on termination of employment, then the Industrial Relations Court should first sentence the cases of dispute on rights and/or dispute on interest.

Article 87

The workers union / labor union and employer's organization may act as legal proxies in the court session at the Industrial Relations Court in order to represent their members.

Article 88

(1) Within the period of not later than 7 (seven) working days after receiving the petition, the Chairman of the District Court should have established the Council of Judges, which consists of 1 (one) Judge as the Chairman of Council and 2 (two) Ad-Hoc Judges as Council Members who will investigate and adjudicate the dispute.

(2) The Ad-Hoc Judges as meant in subsection (1) consist of one Ad-Hoc Judge whose appointment is proposed by the workers union/labor union and one Ad-Hoc Judge whose appointment is proposed by the employer's organization as meant in Article 63 subsection (2).

(3) A Substitute Registrar is appointed to assist the duties of the Council of Judges as meant in subsection (1).

Subsection 2
Hearing with Ordinary Procedure

Article 89

(1) The Chairman of the Council of Judges should have held the first court session within the period of not later than 7 (seven) working days after the establishment of the Council of Judges.

(2) The summons to appear before court is conducted legally if it is submitted through a letter of summons to the parties at their addresses of domicile or if their addresses of domicile are not known, then it is submitted to their latest addresses of domicile.

(3) If the summoned party is not at his/her address of domicile or latest address of domicile, then the letter of summons is submitted through the Head of Sub-district or Village Chief whose jurisdiction covers the address of domicile or latest address of domicile of the summoned party.

(4) The letter of summons which is received by the summoned party himself/herself or through another party should be given a receipt.

(5) If the address of domicile or latest address of domicile is not known, then the letter of summons is placed on the announcement board at the building in the Industrial Relations Court that investigates the case.

Article 90

(1) The Council of Judges may summon the witness or expert witness to be present at the court session in order to request or listen to his/her information.

(2) Anyone who is summoned to become a witness or expert witness is required to comply with the summons and to give his/her testimony under oath.

Article 91

(1) Anyone who is requested by the Council of Judges to provide his/her information in order to conduct investigation for settlement of the industrial relations dispute based on this act, should provide it unconditionally, including the opening of books and showing of necessary letters / documents.

(2) In case the information requested by the Council of Judges is related to someone who due to his/her position should maintain the confidentiality, then the procedure to be followed should be as regulated in the prevailing laws and regulations.

(3) The judge should keep in confidence all requested information as meant in subsection (1).

Article 92

The court session is valid if it is held by the Council of Judges, as is meant in Article 88 subsection (1).

Article 93

(1) In case one of the parties or the parties are unable to be present in the court session without any accountable reasons, then the Chairman of the Council of Judges determines the next session day.

(2) The next session day as meant in subsection (1) is determined within the period of not later than 7 (seven) working days as of the date of deferment.

(3) The deferment due to the absence of one of the parties or the parties is maximum 2 (two) times.

Article 94

(1) In case after being properly summoned as meant in Article 89, the plaintiff or his/her legal proxy is not appearing before court at the last deferred session as meant in Article 93 subsection (3), then his/her petition is considered as abrogated, however, the plaintiff has the right to file his/her petition one more time.

(2) In case after being properly summoned as meant in Article 89, the defendant or his/her legal proxy is not appearing before court at the last deferred session as meant in Article 93 subsection (3), then the Council of Judges may conduct the hearing and adjudicate the dispute without presence of the defendant.

Article 95

(1) The session held by the Council of Judges is open for public, unless otherwise determined by the Council of Judges.

(2) Everyone present in the court session should respect the court session order.

(3) Everyone who is not following the court session order as meant in subsection (2) may be taken out of the room, after obtaining an admonition from or upon order of the Chairman of the Council of Judges.

Article 96

(1) If in the first court session it is decidedly proven that the employer is not undertaking his/her obligations as meant in Article 155 subsection (3) of Law Number 13 of 2003 concerning Manpower, then the Chairman of Judge of the court session should immediately pass the Interval Verdict in form of an order to pay the wage and other rights that are normally received by the concerned worker/laborer.

(2) The Interval Verdict as meant in subsection (1) may be passed on the court session day or on the second court session day.

(3) In case during the dispute hearing, which is ongoing, the Interval Verdict as meant in subsection (1) is not carried out by the employer, then the Chairman of Judge of the court session may order a Collateral Confiscation through a Decree of the Industrial Relations Court.

(4) A resistance cannot be filed and/or legal efforts cannot be used against the Interval Verdict as meant in subsection (1) and the Decree as meant in subsection (3).

Article 97

The obligations that should be carried out and/or the rights that should be received by the parties or by one of the parties on each settlement of the industrial relations dispute are determined in the verdict of the Industrial Relations Court.

Subsection 3
Hearing with Fast Procedure

Article 98

(1) In case there are rather urgent interests of the parties and/or of one of the parties, which should be able to be concluded from the reasons of petition of the concerned, then the concerned parties or one of the parties may request the Industrial relations Court to speed up the hearing of the dispute.

(2) Within the period of 7 (seven) working days after the request as meant in subsection (1) is received, the Chairman of the District Court issues the decision on whether such request is granted or not.

(3) No legal efforts can be used against the decision as meant in subsection (2).

Article 99

(1) In case the request as meant in Article 98 subsection (1) is granted, then the Chairman of the District Court determines the council of judges, day, place and time of the court session without going through the examination process, within the period of 7 (seven) working days after the decision as meant in Article 98 subsection (2) is issued.

(2) The grace periods for reply and authentication by both parties are respectively determined as not exceeding 14 (fourteen) working days.

Subsection 4
Passing of Verdict

Article 100

The Council of Judges takes into consideration the laws, existing agreements, customs and justice in passing the verdict.

Article 101

(1) The verdict of the Council of Judges is read out in the court session, which is open for public.

(2) In case one of the parties is not present in the session as meant in subsection (1), then the Chairman of the Council of Judges orders the Substitute Registrar to submit the notification on the verdict to the party that is not present.

(3) The verdict of the Council of Judges as meant in subsection (1) is the verdict of the Industrial Relations Court.

(4) Non-compliance of the stipulation as meant in subsection (2) causes that the Court verdict is not legal and has no legal power.

Article 102

(1) The court verdict should contain:

a. head of the verdict which reads : "FOR JUSTICE BASED ON THE ONLY GOD";
b. names, positions, citizenships, residences or domiciles of the disputed parties;
c. summary of the plaintiff's petition and the defendant's reply;
d. considerations on each submitted evidence, data and matters that take place in the court session during the dispute hearing;
e. legal reasons as basis of the dispute;
f. injunction on the dispute;
g. day, date of verdict, name of Judge, name of Ad-Hoc Judge who adjudicate, name of Registrar, and information on the presence or absence of the parties.

(2) Non-compliance with one of the stipulations as meant in subsection (1) may cause the abrogation of the Industrial Relations Court verdict.

Article 103

The Council of Judges should pass the verdict on the industrial relations dispute settlement within the period of not later than 50 (fifty) working days as of the date of the first court session.

Article 104

The Industrial Relations Court verdict, as meant in Article 103, is signed by the Judge, Ad-Hoc Judges and Substitute Registrar.

Article 105

The Industrial Relations Substitute Registrar should have submitted the notification on the verdict to the party that is not present in the court session as meant in Article 101 subsection (2) within the period of not later than 7 (seven) working days after the verdict of the Council of Judges is read out.

Article 106

The Junior Registrar should have produced the verdict copy within not later than 14 (fourteen) working days after such verdict is signed.

Article 107

The Registrar of the District Court should have dispatched the verdict copy to the parties within the period of not later than 7 (seven) working days after such verdict copy is produced.

Article 108

The Chairman of the Council of Judges of the Industrial relations Court may pass a verdict that can be implemented in advance, although a resistance or supreme court is filed towards the verdict.

Article 109

The verdict of the Industrial Relations Court at the District Court on the dispute of interest and dispute between workers unions/labor unions in one company is a final and permanent verdict.

Article 110

The verdict of the Industrial Relations Court at the District Court on the dispute of rights and dispute of termination of employment has permanent legal power if no appeal is filed to the Supreme Court within the period of not later than 7 (seven) working days:

a. for the party being present, as of the date the verdict is read out in the session of the council of judges;
b. for the party being absent, as of the date the verdict notification is received.

Article 111

One of the parties or the parties intended to file the appeal to the Supreme Court should submit it in writing through the Sub-Registrar's Office of the Industrial Relations Court at the local District Court.

Article 112

The Sub-Registrar's Office of the Industrial relations Court at the District Court should have submitted the case dossiers to the Head of the Supreme Court within the period of not later than 14 (fourteen) working days as of the date the appeal is received.

Section Two
Settlement of Dispute by the Supreme Court Judge

Article 113

The Council of Supreme court Judges consists of one Supreme Court Judge and two Ad-Hoc Judges, who are assigned to investigate and preside over industrial relations dispute cases at the Supreme Court, and are appointed by the Head of the Supreme Court.

Article 114

Procedure of appeal to the Supreme Court and settlement of the dispute on rights and dispute on termination of employment by the Supreme Court Judge, are carried out in accordance with the prevailing laws and regulations.

Article 115

Settlement of the dispute on rights or dispute on termination of employment at the Supreme Court is not later than 30 (thirty) working days as of the date the appeal is received.

CHAPTER V
ADMINISTRATIVE SANCTIONS AND CRIMINAL PROVISIONS

Section One
Administrative Sanctions

Article 116

(1) The Mediator who is unable to settle the industrial relations dispute within the period of 30 (thirty) working days without any valid reasons as meant in Article 15, may be imposed an administrative sanction in form of a disciplinary punishment in accordance with the laws and regulations that apply for Civil Servants.

(2) The Junior Registrar who has not produced the verdict copy within the period of 14 (fourteen) working days after the verdict is signed as meant in article 106, and the Registrar who has not dispatched such copy to the parties within the period of 7 (seven) working days as meant in Article 107, may be imposed an administrative sanction in accordance with the prevailing laws and regulations.

Article 117

(1) The Conciliator who has not submitted the written advice within the period of 14 (fourteen) working days as meant in Article 23 subsection (2) letter b, or has not assisted the parties to enter into a Collective Agreement within the period of not later than 3 (three) working days as meant in Article 23 subsection (2) letter e, may be imposed an administrative sanction in form of a written reprimand.

(2) The Conciliator who has received 3 (three) written reprimands as meant in subsection (1), may be imposed an administrative sanction in form of temporary revocation as conciliator.

(3) The sanction as meant subsection (2) may only be passed after the concerned has settled the dispute that is being handled by him/her.

(4) The administrative sanction of temporary revocation as conciliator is imposed for a period of maximum 3 (three) months.

Article 118

The Conciliator may be imposed an administrative sanction in form of permanent revocation as conciliator if the concerned:

a. has been passed 3 (three) times the administrative sanction in form of temporary revocation as conciliator as meant in Article 117 subsection (2);
b. is proven of conducting a criminal act;
c. has misused his/her position; and/or
d. has divulged the requested information as meant Article 22 subsection (3).

Article 119

(1) The Arbitrator who is unable to settle the industrial relations dispute within the period of 30 (thirty) working days and within the extension period as meant in Article 40 subsection (1) and subsection (3) or has not prepared the minutes of hearing as meant in Article 48, may be imposed an administrative sanction in form of a written reprimand.

(2) The Arbitrator who has received 3 (three) written reprimands as meant in subsection (1) may be imposed an administrative sanction in form of temporary revocation as arbitrator.

(3) The sanction as meant in subsection (2) may only be passed after the concerned has settled the dispute that is being handled by him / her.

(4) The administrative sanction of temporary revocation as arbitrator is imposed for a period of maximum 3 (three) months.

Article 120

(1) The Arbitrator may be imposed the administrative sanction in form of permanent revocation as arbitrator if the concerned:

a. has made at least 3 (three) arbitration decisions on industrial relations disputes that are exceeding his/her authority and are contradicting the laws and regulations as meant in Article 52 subsection (1) letters d and e, and the Supreme Court has granted the appeal judicial review on the decisions of such arbitrator.

b. is proven of conducting a criminal act;

c. has misused his/her position;

d. has been passed 3 (three) times the administrative sanction in form of temporary revocation as arbitrator, as meant in Article 119 subsection (2).

(2) The administrative sanction in form of permanent revocation as arbitrator, as meant in subsection (1), commences effective as of the date the arbitrator has settled the dispute that is being handled by him/her.

Article 121

(1) The administrative sanctions as meant in article 117, Article 118, Article 119 and Article 120 are passed by the Minister or appointed official.

(2) The method of imposing and revoking sanctions shall be further regulated with a Ministerial Decision.

Section Two
Criminal Provisions

Article 122

(1) Anyone who violates the stipulations as meant in Article 12 subsection (1), Article 22 subsection (1) and subsection (3), Article 47 subsection (1) and subsection (3), Article 90 subsection (2), Article 91 subsection (1) and subsection (3), is imposed the criminal sanction of minimum 1 (one) month and maximum 6 (six) months confinement and or a fine of minimum Rp. 10,000,000.00 (ten million rupiah) and maximum Rp. 50,000,000.00 (fifty million rupiah).

(2) The act as meant in subsection (1) is a violation criminal act.

CHAPTER VI
OTHER PROVISIONS

Article 123

In case industrial relations disputes occur at social operations and other operations that are not in form of company operations, but have a management and employ other people by paying wages, then such disputes are settled in accordance with the stipulations of this act.

CHAPTER VII
TRANSISIONAL PROVISIONS

Article 124

(1) Before the Industrial relations Court is established as meant in Article 59, the Regional Labor Dispute Settlement Committee and the Central Labor Dispute Settlement Committee shall still carry out their functions and duties in accordance with the prevailing laws and regulations.

(2) With the establishment of the Industrial Relations Court based on this act, then the industrial relations disputes and terminations of employment that have been proposed to:

a. Regional Labor Dispute Settlement Committee or other institutions of similar level that are settling those industrial relations disputes or terminations of employment which have not been adjudicated yet, are settled by the Industrial Relations Court at the local District Court;
b. Decisions of the Regional Labor Dispute Settlement Committee or other institutions as meant in letter a, that are rejected and appealed by one of the parties or the parties, and such decisions are received within the grace period of 14 (fourteen) days, are settled by the Supreme Court;
c. Central Labor Dispute Settlement Committee or other institutions of similar level that are settling those industrial relations disputes or terminations of employment which have not been adjudicated yet, are settled by the Supreme Court;
d. Decisions of the Central Labor Dispute Settlement Committee or other institutions as meant in letter c, that are rejected and appealed by one of the parties or the parties, and such decisions are received within the grace period of 90 (ninety) days, are settled by the Supreme Court.

CHAPTER VIII
CLOSING PROVISIONS

Article 125

(1) With the enactment of this law, then:

a. Law Number 22 of 1957 concerning labor Dispute Settlement (State Gazette of 1957 Number 42, Supplement of State Gazette Number 1227); and
b. Law Number 12 of 1964 concerning Termination of Employment at Private Companies (State Gazette of 1964 Number 93, Supplement of State Gazette Number 2686);

Are declared as no more applicable.

(2) At the time this act take into effect, all Laws and Regulations that are the Implementation Regulations of Law Number 22 of 1957 concerning Labor Dispute Settlement (State Gazette of 1957 Number 42, Supplement of State Gazette Number 1227) and Law Number 12 of 1964 concerning termination of Employment at Private Companies (State Gazette of 1964 Number 93, Supplement of State Gazette Number 2686) are declared as still applicable, as long as they are not contradicting the provisions in this act.

Article 126

This law shall be effective 1 (one) year after its promulgation.

For the cognizant of the public, orders the promulgation of this act by having it place on the State Gazette of the Republic of Indonesia.
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Legalized in Jakarta
On the date of 14th January 2004

PRESIDENT OF THE REPUBLIC OF INDONESIA

MEGAWATI SOEKARNOPUTRI

Promulgated in Jakarta
On the date of 14th January 2004

STATE SECRETARY OF THE REPUBLIC OF INDONESIA

BAMBANG KESOWO

STATE GAZETTE OF THE REPUBLIC OF INDONESIA OF 2004 NUMBER 6

EXPLANATORY NOTES OF THE NATIONAL ACT OF THE REPUBLIC OF INDONESIA NUMBER 2 OF THE YEAR 2004

CONCERNING

THE INDUSTRIAL RELATIONS DISPUTE SETTLEMENT

I. GENERAL

Industrial Relations, meaning the inter-linkage of interests between workers/labourers and employers, have the potential of giving rise to differences of opinion and even disputes between the two sides.

Disputes in the field of industrial relations up to now have been identified as occurring with regard to predetermined rights, or with regard to any manpower conditions that have not been codified whether they are work agreements, company regulations, collective labour agreements, or legislative articles.

Industrial disputes can also be caused by termination of the work relationship. The stipulation on layoffs that up to know has been arranged under Act No.12 of 1984 concerning the Termination of employment in Private Corporations, turns out to be no longer effective in preventing and resolving cases involving layoffs. This is caused by the fact that the relationship between the workers/labourers and employers is a relationship based on agreement between the parties involved to bind themselves within such a working relationship. In the event one party no longer wishes to be bound by such a work relationship, it becomes difficult for the parties concerned to maintain harmonious relations. For that reason it becomes necessary to find the best solution for both parties to agree on the form of settlement, so that the Industrial Relations Court as arranged under this Act will be able to resolve cases of termination that are considered unacceptable by one of the parties.

In line with the era of openness and democratization in the world of industry as manifested by the existence of freedom of association for the workers/labourers, the number of labour unions within a company may not be limited. Competition between the labour unions in one company may result in strife among those labour unions, and in general are linked to membership and representation matters related to the negotiations for drawing up a collective labour agreement.

Legislation that oversees the resolution of industrial disputes up to now has not been able to put into effect a quick, appropriate, just, and inexpensive way of settling disputes.

Act No. 22 of 1957 that all along has been used as the legal basis for industrial relations dispute settlement is felt no longer to be able to accommodate the developments that have occurred, as the rights of the individual workers/labourers have not been considered sufficiently important to allow them to be a party in industrial dispute settlements.

Act No. 22 of 1957 that all along has been used as the legal basis for industrial relations dispute settlement only covers the disputes involving rights and the collective interest, whereas the settlement of industrial disputes concerning workers/labourers individually has not been accommodated.

Another quite fundamental matter is the passage of the P4P decisions as being within the realm of the State Administrative Agency, as stipulated by Act No. 5 of 1986 regarding the State Administrative Agency Judicial System. With the enactment of this stipulation, the road to be traversed both by the workers/labourers and the employers in order to obtain justice have become increasingly lengthy.

The best dispute resolution is settlement by the parties involved in the disagreements so that a result advantageous to both sides can be attained. This bipartite settlement is conducted through deliberations and consensus between the two parties without intervention by any other party whatsoever.

Nevertheless the government in its endeavors to provide public service, specifically to the community of workers/labourers as well as employers has the obligation to facilitate the settlement of those industrial disputes. Efforts at facilitation are carried out through providing the services of a mediator assigned to reconcile the interests of the two disputing parties.

With the onset of the democratization era in all fields, the involvement of society in industrial relations dispute settlement should be accommodated, through conciliation or arbitration.

Dispute settlement through arbitration in general has been codified through the Act No. 30 of 1999 concerning Arbitration and Alternative Dispute Settlements that is in effect for commercial disputes. For that reason arbitration in industrial relations as arranged under this Act is a special solution for dispute settlement in the field of industrial relations.

With the considerations as outlined above, this Act should oversee settlement of industrial disputes caused by:

a. differences of opinion or interests on labour conditions that have not been covered through work agreements, corporate regulations, collective labour agreements, or legislation.
b. negligence or disregard by one or both parties in carrying out the normative stipulations as spelled out within the work agreement, company regulations, collective labour agreement, or enacted legislation.
c. termination of the work relationship.
d. differences of opinion among the trade unions within one company regarding the implementation of union rights and obligations.

With the range of material concerning industrial disputes as mentioned above, this Act will include the main topics as follows.

1. The arrangements in resolving industrial disputes that occur both in private corporations or companies under the aegis of state-owned enterprises (BUMN).
2. The parties involved in these matters are workers/labourers as individuals or as members of trade union organizations against the employers or employers' organizations. The parties involved in these cases may also be trade unions facing other trade unions within a single corporation.
3. Each industrial dispute initially should be settled through deliberations leading to consensus by the parties in disagreement (in a bipartite manner).
4. In the event deliberations by the parties in dispute (bipartite) fail, then one party or both parties can register the dispute at the agency responsible for handling local manpower matters.
5. Disputes concerning differing interests. Disputes arising out of the Termination of Work Relations or disputes among trade unions that have been registered with the responsible agency in manpower matters may be settled through conciliation or an agreement between the two parties, while resolution of disputes through arbitration can only be for disputes of differing interests and disputes between trade unions. In the event there is no agreement attained by the two sides to settle their differences through conciliation or arbitration, then before the case is submitted to the Industrial Relations Court, firstly mediation should be attempted. This is meant to avoid an excess of industrial relations dispute cases in the judicial system.
6. Disputes over Rights that have been registered at the agency responsible for the manpower sector cannot be resolved through conciliation or arbitration, but before they are submitted to the Industrial Relations Court, must go through a mediation process.
7. In cases where Mediation or Conciliation do not achieve a settlement manifested through a common agreement, then one of

the parties can submit a legal action case to the Industrial Relations Court.

8. Resolution of Industrial Relations Disputes through arbitration is conducted through an agreement between the parties and cannot be submitted as a legal action case to the Industrial Relations Court, as an arbitration decision is considered final and permanent, except in special cases where a cancellation has been submitted to the Supreme Court.
9. The Industrial Relations Court exists within the realm of the general judicial system and is established at the District Court in a phased manner and at the Supreme Court.
10. In order to guarantee a prompt, appropriate, just, and inexpensive settlement, the resolution of industrial disputes through the Industrial Relations Court within the general judicial system, is limited in its processes and stages by not providing an opportunity for appeal to the High Court. The decision of the Industrial Relations Court arriving at the District Court level, involving disputes over rights and disputes over termination of work can be directly filed as a supreme court to the Supreme Court. Whereas a decision of the Industrial Relations Court arriving at the District Court, involving conflicts over interests and disputes between trade unions within a corporation is a first-level and final decision that cannot be filed as a supreme court to the Supreme Court.
11. The Industrial Relations Court that reviews and adjudicates industrial relations disputes is composed of a Panel of Judges comprising 3 (three) members, namely a District Court judge and 2 (two) Ad-Hoc Judges, whose appointments are proposed by the employers organization and workers/labour organization.
12. The decision of the Industrial Relations Court arriving at the District Court level concerning disputes of differing interests and disputes between trade unions within one corporation cannot be filed as an appeal to the Supreme Court.
13. In order to uphold the law, sanctions are imposed in order to function as stronger methods of coercion so that the stipulations within this Act may be obeyed.

II. ARTICLE BY ARTICLE

Article 1

Numbers 1 through 21

Sufficiently clear.

Article 2

Letter a

A dispute over rights is a disagreement concerning normative rights that has been determined by a work agreement, company regulations, collective labour agreement, or enacted legislation.

Letter b

Sufficiently clear.

Letter c

Sufficiently clear.

Letter d

Sufficiently clear.

Article 3

Subsection (1)

The definition of bipartite bargaining in this article is negotiations between the employers or assemblage of employers with the workers or trade unions, or among one trade union with another trade union within one corporation, who are in disagreement.

Subsection (2)

Sufficiently clear.

Subsection (3)

Sufficiently clear.

Article 4

Subsection (1)

Sufficiently clear.

Subsection (2)

Sufficiently clear.

Subsection (3)

The stipulations within this article provide the freedom for the parties in dispute to freely select the method of dispute settlement that they wish.

Subsection (4)

Sufficiently clear.

Subsection (5)

Sufficiently clear.

Subsection (6)

Sufficiently clear.

Article 5

Sufficiently clear.

Article 6

Sufficiently clear.

Article 7

Sufficiently clear.

Article 8

Sufficiently clear.

Article 9

As the mediator is a government civil servant, thus besides the requirements mentioned in this article, there must also be some consideration of other stipulations that cover civil servants in general.

Article 10

Sufficiently clear.

Article 11

Subsection (1)

The expert witness mentioned in this Article is one with special expertise in his/her field, including Labour Inspectors.

Subsection (2)

Sufficiently clear.

Article 12

Subsection (1)

What is meant by opening up the company books and showing documents in this Article is among others the register of wages or orders for overtime work and other documents, carried out by persons named by the mediator.

Subsection (2)

As in certain positions, based on legal regulations, secrecy must be preserved, thus requests for information

submitted to persons in those positions serving as expert witnesses must follow a predetermined procedure

Example: In cases that concern someone making a request for information about another party's bank account details that request will only be met by bank officials if there is permission from the Bank Indonesia or from the owner of the account himself/herself (Act No. 10 of 1998 on Banking).

Likewise there is also the stipulation under Act No. 7 of 1971 concerning the Primary Regulations on Archival Materials etc.

Subsection (3)

Sufficiently clear.

Article 13

Subsection (1)

Sufficiently clear.

Subsection (2)

Letter a

What is meant by a written recommendation is an opinion or suggestion on paper that is proposed by the mediator to the parties involved in an effort to obtain a settlement of their dispute.

Letter b

Sufficiently clear.

Letter c

Sufficiently clear.

Letter d

Sufficiently clear.

Letter e

Sufficiently clear.

Subsection (3)

Sufficiently clear.

Article 14

Subsection (1)

Sufficiently clear.

Subsection (2)

The stipulation on taking legal action as arranged under this subsection is in accordance with the procedures for resolving civil cases before the general judiciary.

Article 15

Sufficiently clear.

Article 16

Sufficiently clear.

Article 17

Sufficiently clear.

Article 18

Sufficiently clear.

Article 19

Subsection (1)

Letter a

Sufficiently clear.

Letter b

Sufficiently clear.

Letter c

Sufficiently clear.

Letter d

Sufficiently clear.

Letter e

Sufficiently clear.

Letter f

Sufficiently clear.

Letter g

Sufficiently clear.

Letter h

Sufficiently clear.

Letter i

What is meant by other requirements under this letter i is among others: arrangements on the standard of competence of the conciliator, training of the apprentices or conciliators, selection of apprentice conciliators, and other technical matters.

Subsection (2)

Sufficiently clear.

Article 20

Sufficiently clear.

Article 21

Sufficiently clear.

Article 22

Subsection (1)

What is meant by opening up the company books and showing documents in this Article is among others records of wages or orders for overtime work and other matters conducted by persons named by the conciliator.

Subsection (2)

As in certain positions, based on the legal regulations, secrecy must be preserved, thus requests for information submitted to persons in those positions acting as expert witnesses must follow a predetermined procedure.

Example: In the case of someone requesting information about another party's bank account details that request will only be met by bank officials if there is permission from the Bank Indonesia or from the owner of the account himself/herself (Act No. 10 of 1998 on Banking).

Similarly there is also the stipulation under Act No. 7 of 1971 concerning the Primary Regulations on Archival Materials etc.

Subsection (3)

Sufficiently clear.

Article 23

Sufficiently clear.

Article 24

Sufficiently clear.

Article 25

Sufficiently clear.

Article 26

Sufficiently clear.

Article 27

Sufficiently clear.

Article 28

Sufficiently clear.

Article 29

Sufficiently clear.

Article 30

Subsection (1)

The stipulation contained within this Article is meant to protect the interests of society, and for that reason not every person can act as an arbiter.

Subsection (2)

Sufficiently clear.

Article 31

Subsection (1)

Letter a

Sufficiently clear.

Letter b

Sufficiently clear.

Letter c

Sufficiently clear.

Letter d

Sufficiently clear.

Letter e

Sufficiently clear.

Letter f

Bearing in mind that the arbiter's decision is binding to all parties and is final and permanent in nature, the arbiters must be those competent in their field, so that the trust given by the parties involved is not meaningless.

Letter g

Sufficiently clear.

Subsection (2)

Sufficiently clear.

Article 32

Sufficiently clear.

Article 33

Sufficiently clear.

Article 34

Sufficiently clear.

Article 35

Sufficiently clear.

Article 36

Subsection (1)

Sufficiently clear.

Subsection (2)

Sufficiently clear.

Subsection (3)

Sufficiently clear.

Subsection (4)

Sufficiently clear.

Subsection (5)

An arbiter appointed by the Court may not be an arbiter who in the past was rejected by the parties or the arbiters, but instead must be a different arbiter.

Article 37

What is meant by accepting the result attained is that a replacement arbiter is bound by the result reached by the previous arbiter as reflected in the report of activities leading to dispute settlement.

Article 38

Sufficiently clear.

Article 39

Sufficiently clear.

Article 40

Subsection (1)

In the event there is a change in arbiters, then the time frame for the change to take effect is 30 (thirty) working days from the time the replacement arbiter signed the arbitration agreement.

Subsection (2)

Sufficiently clear.

Subsection (3)

Sufficiently clear.

Article 41

Sufficiently clear.

Article 42

What is meant by a special letter of authorization in this Article is the authority given by the parties in dispute as the powers providing that authority to someone, or more so to be their proxy in representation in order to conduct legal activities or other actions related to the case mentioned specifically in the said letter of authorization.

Article 43

Subsection (1)

What is meant by "summoned in a reasonable manner" in this Subsection is that the parties involved have been summoned 3 (three) times in succession, with each one respectively lasting for a time span of 3 (three) days.

Subsection (2)

Sufficiently clear.

Subsection (3)

Sufficiently clear.

Article 44

Sufficiently clear.

Article 45

Sufficiently clear.

Article 46

Sufficiently clear.

Article 47

Subsection (1)

What is meant by opening the company books and showing documents in this Article is for example, showing the register on wages or the order for overtime work, and must be conducted by someone with expertise in bookkeeping, appointed by the arbiter.

Subsection (2)

Due to the fact that certain positions, based on legal regulations, must preserve secrecy, so any request for information from persons in those positions serving as expert witnesses must follow a predetermined procedure.

Example: In the case of someone requesting information about any other party's bank account details

that request will only be met by bank officials if there is permission from the Bank Indonesia or from the owner of the account himself/herself (Act No. 10 of 1998 on Banking). The same applies to the stipulations under Act No. 7 of 1971 concerning the Primary Regulations on Archival Materials etc.

Subsection (3)

Sufficiently clear.

Article 48

Sufficiently clear.

Article 49

Sufficiently clear.

Article 50

Sufficiently clear.

Article 51

Sufficiently clear.

Article 52

Subsection (1)

A legal effort to request cancellation is meant to provide a fair opportunity to the injured party in the dispute.

Subsection (2)

Sufficiently clear.

Subsection (3)

Sufficiently clear.

Article 53

The stipulations in this Article are for the purpose of providing legal certainty.

Article 54

Sufficiently clear.

Article 55

Sufficiently clear.

Article 56

Sufficiently clear.

Article 57

Sufficiently clear.

Article 58

Sufficiently clear.

Article 59

Subsection (1)

- Bearing in mind that the Special Capital City Territory of Jakarta is a provincial capital and simultaneously the capital city of the Republic of Indonesia, and has more than one District Court, the Industrial Relations Court established for the first time with this Act is the Industrial Relations Court at the Central Jakarta District Courthouse.
- In the event that in any provincial capital, there exist a Municipal District Court and a District Court, then the Industrial Relations Court will be a part of the District Court.

Subsection (2)

What is meant by the term "immediately" in this Subsection is the time frame within 6 (six) months after this Act takes effect.

Article 60

Sufficiently clear.

Article 61

Sufficiently clear.

Article 62

Sufficiently clear.

Article 63

Sufficiently clear.

Article 64

Sufficiently clear.

Article 65

Subsection (1)

At the time the sacred oath/pledge is taken, certain words are spoken in accordance with the person's religion,

for example for adherents of Islam, “For God’s Sake” is said before repeating the oath, and for Protestants/Catholics the words “May God Help Me” will be said after repeating the oath.

Subsection (2)

Sufficiently clear.

Article 66

Sufficiently clear.

Article 67

Subsection (1)

Letter a

Sufficiently clear.

Letter b

Sufficiently clear.

Letter c

What is meant by continuous physical or mental illness is a disability that causes the sufferer to be no longer capable of carrying out his tasks well.

Letter d

Sufficiently clear.

Letter e

What is meant by not competent in carrying out duties is for example, often making mistakes in conducting tasks for reasons of lack of ability.

Letter f

Sufficiently clear.

Letter g

Sufficiently clear.

Subsection (2)

Sufficiently clear.

Article 68

Sufficiently clear.

Article 69

Sufficiently clear.

Article 70

Sufficiently clear.

Article 71

Sufficiently clear.

Article 72

Sufficiently clear.

Article 73

What is meant by benefits and other rights are official benefits and employee rights related to their welfare.

Article 74

Sufficiently clear.

Article 75

Sufficiently clear.

Article 76

Sufficiently clear.

Article 77

Sufficiently clear.

Article 78

Sufficiently clear.

Article 79

Sufficiently clear.

Article 80

Sufficiently clear.

Article 81

Sufficiently clear.

Article 82

Sufficiently clear.

Article 83

Subsection (1)

Sufficiently clear.

Subsection (2)

During the process for completion of a legal action, the Registrar or Alternate Registrar may assist in drawing up/completing the legal action. For that purpose the

Registrar or Alternate Registrar records in a special register data that includes:

- full names and addresses or the location of the parties;
- the main topics that become a matter of dispute or the reason for the legal action;
- documents, correspondence, and other matters that are considered necessary by the plaintiff.

Article 84

Sufficiently clear.

Article 85

Sufficiently clear.

Article 86

Sufficiently clear.

Article 87

What is meant by trade unions as mentioned under this Article cover the management at the company level, the district/City level, the provincial level, and central level, whether for trade unions, federation members, or confederation members.

Article 88

Sufficiently clear.

Article 89

Sufficiently clear.

Article 90

Sufficiently clear.

Article 91

Subsection (1)

Sufficiently clear.

Subsection (2)

As in certain positions, according to legal provisions, secrecy must be maintained, any request for information from the person in that position and serving as an expert witness, must comply with a certain predetermined procedure.

Subsection (3)

Sufficiently clear.

Article 92

The stipulation requiring the validity of the court proceedings under this Article is for the purpose of guaranteeing that every session must be attended by the Judge and all the Ad-Hoc Judges who have been appointed to resolve the dispute.

Article 93

Sufficiently clear.

Article 94

Sufficiently clear.

Article 95

Sufficiently clear.

Article 96

Subsection (1)

A request for a temporary verdict is submitted together with the legal action dossier.

Subsection (2)

Sufficiently clear.

Subsection (3)

Sufficiently clear.

Subsection (4)

Sufficiently clear.

Article 97

Sufficiently clear.

Article 98

Sufficiently clear.

Article 99

Sufficiently clear.

Article 100

Sufficiently clear.

Article 101

Sufficiently clear.

Article 102

Sufficiently clear.

Article 103

Sufficiently clear.

Article 104

Sufficiently clear.

Article 105

Sufficiently clear.

Article 106

This stipulation means that the time frame for arriving at the verdict in its original form and a copy of that verdict is limited to 14 (fourteen) working days so that the matter is not detrimental to the party's legal rights.

Article 107

Sufficiently clear.

Article 108

Sufficiently clear.

Article 109

Sufficiently clear.

Article 110

Sufficiently clear.

Article 111

What is meant by the local District Court under this Article is the District Court that decides on the aforementioned case.

Article 112

Sufficiently clear.

Article 113

Sufficiently clear.

Article 114

Sufficiently clear.

Article 115

Sufficiently clear.

Article 116

Sufficiently clear.

Article 117

Sufficiently clear.

Article 118

Sufficiently clear.

Article 119

Sufficiently clear.

Article 120

Sufficiently clear.

Article 121

Sufficiently clear.

Article 122

Sufficiently clear.

Article 123

Sufficiently clear.

Article 124

Sufficiently clear.

Article 125

Sufficiently clear.

Article 126

The grace period in this Article is meant to prepare for the provision and appointment of the Judge and Ad Hoc Judges, preparation of infrastructure and facilities such as providing office space and the courtroom/hall for the Industrial Relations Court.

SUPPLEMENT TO THE STATE GAZETTE OF THE REPUBLIC OF INDONESIA NO. 4356