

EMPLOYMENT TERMINATION THROUGH DIGITAL MEDIA: A PANCASILA INDUSTRIAL RELATIONS, DISPUTE SETTLEMENT, AND WORKERS' WELFARE PERSPECTIVE

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ABSTRACT

This study aims to analyze the practice of employment termination through digital media in the case of PT Star Comgistic Indonesia from the perspectives of Pancasila Industrial Relations and workers' welfare, as well as to assess the conformity of the dispute settlement mechanism with Law Number 2 of 2004 concerning Industrial Relations Dispute Settlement. This study employs a normative juridical approach using a statute approach. The data sources consist of primary legal materials, secondary legal materials, and factual information obtained from online media reports regarding the case under study. The analysis is conducted qualitatively through systematic interpretation of the applicable legal norms. The findings indicate that the practice of employment termination through digital media in the case of PT Star Comgistic Indonesia suggests potential inconsistencies with the principles of deliberation, respect for workers' dignity, and togetherness, which constitute the foundation of Pancasila Industrial Relations. Furthermore, the absence of information regarding the implementation of bipartite negotiations prior to the termination suggests potential non-conformity with the dispute settlement mechanism stipulated in Law Number 2 of 2004. The practice also has the potential to generate implications for workers' welfare, both in material and non-material aspects. Therefore, employment termination through digital media should be understood not only from the perspective of formal legality but also from the perspective of industrial relations values and the protection of workers' welfare.

Keywords: Pancasila Industrial Relations; Termination of Employment; Workers' Welfare; Industrial Relations Disputes; Digital Communication

INTRODUCTION

Harmonious industrial relations constitute one of the important pillars in creating a productive and equitable work climate. The relationship between workers and employers is essentially not merely transactional but also encompasses social and humanitarian dimensions that require a balance of interests. When this relationship is well maintained, employment stability and business sustainability can proceed hand in hand.

In the Indonesian context, the relationship between workers and employers is grounded in the principle of Pancasila Industrial Relations (*Hubungan Industrial Pancasila/HIP*), which positions both parties as partners with equal standing who need one another. Na'im et al. (2023) explain that Pancasila Industrial Relations is based on the values of mutual cooperation, justice, and equality in relations between workers and employers to create harmonious and productive industrial relations. In line with this, Abrori (2023) asserts that conflicts in industrial relations should be resolved through deliberation and respect for the interests of each party, rather than through unilateral action. Thus, HIP is not merely a normative concept but also serves as the foundation for various instruments of Indonesian labor law.

The importance of employment protection has become increasingly significant amid the occurrence of employment termination in Indonesia. According to the Ministry of Manpower of the Republic of Indonesia (*Kementerian Ketenagakerjaan*), 57,261 workers were recorded as experiencing employment termination throughout 2024, while 98,127 workers were recorded in 2025 based on claims under the Job Loss Security (*Jaminan Kehilangan Pekerjaan/JKP*) system. By January 2026, an additional 359 workers had been recorded as affected by employment termination. These figures indicate the continuing occurrence of employment termination in Indonesia. However, the available national statistics do not specifically classify the communication medium used to deliver termination decisions.

However, a gap frequently persists between the ideals of law and realities on the ground. The practice of unilateral, abrupt employment termination that does not follow statutorily prescribed procedures remains a real phenomenon that often occurs. Wibowo and Herawati (2021) note that in practice many companies carry out unilateral terminations without following the established procedures, so that workers' rights to wages and severance pay go unfulfilled. This condition is further aggravated when termination is carried out not only unilaterally but also through a communication channel that fails entirely to reflect workers' dignity as human beings.

The development of digital technology has brought a new dimension to the dynamics of industrial relations. Work-related communication through digital platforms has expanded interactions between workers and employers beyond conventional workplace and working-hour boundaries, creating new considerations regarding workers' rights in the digital era (Noval, 2022). In this context, the use of digital media to communicate employment-related decisions, including termination, raises questions concerning the manner in which workers' rights and dignity are respected.

In this light, when digital media is used to communicate employment termination, the issue extends beyond the choice of communication channel and raises both legal and ethical concerns. From a legal perspective, employment termination is subject to applicable employment protection and procedural requirements, while the subsequent dispute must be addressed through the mechanisms provided under industrial relations law. From an ethical perspective, communicating termination through digital messaging may raise concerns regarding transparency, deliberation, fairness, and respect for workers' dignity, particularly when the affected workers do not have an adequate opportunity for dialogue. Therefore, the use of digital media in communicating termination needs to be examined not only in terms of

procedural compliance but also in relation to the values underlying Pancasila Industrial Relations (HIP).

This phenomenon is evident in the case of PT Star Comgistic Indonesia in Parungkuda Subdistrict, Sukabumi Regency, in April 2026. At least 80 permanent workers received termination notifications via WhatsApp message while on Eid al-Fitr leave. The company stated that the termination was carried out as an efficiency measure due to declining production orders. However, the labor union questioned this reasoning, as contract workers and outsourced workers were still retained and the company's operations were reportedly still ongoing. The Chairman of the Sukabumi Regency branch of *Gabungan Serikat Buruh Indonesia (GSBI)*, Dadeng Nazarudin, deemed the manner of termination to be non-transparent, inhumane, and inconsistent with the industrial relations procedures that should apply (Liputan6, 2026).

This case is important to examine because it represents an industrial relations issue that concerns not only legal aspects but also values and social impact. On one hand, it is necessary to analyze whether the practice is consistent with the principles of HIP, particularly regarding deliberation, fairness, and respect for workers' dignity. On the other hand, the dispute settlement mechanism pursued needs to be tested for conformity with the provisions of Law Number 2 of 2004 concerning Industrial Relations Dispute Settlement. Sari (2025) asserts that the ideal principles of industrial relations often do not function optimally in practice, particularly regarding communication and the amicable resolution of conflicts.

Research on employment termination generally focuses on the legality of termination, protection of workers' rights, or the dispute settlement mechanism in a partial manner. Meanwhile, discussion that integrates the practice of termination through digital media with the perspective of Pancasila Industrial Relations values, the dispute settlement mechanism under Law Number 2 of 2004, and its implications for workers' welfare has not received much attention in Indonesian labor law literature. Therefore, this study offers a more integrative approach by analyzing the practice of termination via WhatsApp as an industrial relations phenomenon in the digital era through three dimensions at once: the normative, procedural, and workers' welfare dimensions.

Based on this background, this study addresses two main issues: how the practice of employment termination through digital messaging in the case of PT Star Comgistic Indonesia should be assessed from the perspective of Pancasila Industrial Relations (HIP) and its implications for workers' welfare, and how the dispute settlement mechanism pursued in this case conforms to Law Number 2 of 2004 concerning Industrial Relations Dispute Settlement. Accordingly, this study aims to analyze the termination practice from these two perspectives, thereby contributing to a more integrative understanding of employment termination through digital media within the context of industrial relations in the digital era.

LITERATURE REVIEW

Pancasila Industrial Relations (HIP)

Pancasila Industrial Relations (HIP) is a system governing the relationship between workers, employers, and government that is based on the values of Pancasila and the 1945 Constitution. Within this system, industrial relations are not viewed solely as an economic interaction oriented toward productivity, but also as a social relationship that upholds fairness, togetherness, and respect for human dignity. Na'im et al. (2023) explain that HIP emphasizes balanced and fair relations between workers and employers, including consultation and consensus in addressing industrial relations issues. In line with this, Abrori (2023) asserts that HIP positions workers and employers as equal and complementary partners rather than as opposing parties.

The essence of HIP lies in fostering a peaceful working environment and business stability through deliberation to reach consensus (*musyawarah untuk mufakat*). Unlike industrial relations systems built on confrontation, HIP instead emphasizes dialogue as the primary mechanism for managing differences of interest. Conflict is not regarded as something to be avoided entirely, but rather as part of the dynamics that must be managed fairly and with dignity (Sari, 2025). This approach makes HIP not merely a legal system but a value system that seeks a balance between business interests and humanity.

Normatively, HIP has a strong foundation both philosophically and juridically. The values of Pancasila and the 1945 Constitution form the basis that underlies the implementation of industrial relations in Indonesia. This foundation is subsequently elaborated in various labor regulations. Law Number 13 of 2003 concerning Manpower regulates various means of industrial relations, including bipartite and tripartite cooperation institutions and collective labor agreements. Furthermore, Law Number 2 of 2004 concerning Industrial Relations Dispute Settlement prioritizes dispute resolution through bipartite mechanisms and deliberation before other settlement channels are pursued. Ministerial Decree Number 76 of 2024 concerning Guidelines for the Implementation of Pancasila Industrial Relations reaffirms the normative and ethical principles that guide the implementation of industrial relations in Indonesia. However, the decree does not contain specific provisions addressing digital communication channels or the use of instant messaging in industrial relations. Therefore, its relevance to digital communication in this study is interpretive rather than regulatory. The principles of deliberation, mutual cooperation, fairness, and respect for human dignity reflected in the HIP framework provide a normative basis for assessing whether the use of digital media in employment-related decisions remains consistent with the values of HIP. This interpretive approach is particularly relevant in the context of the digital era, where communication technologies have expanded the ways in which employment-related interactions take place and have generated new considerations concerning workers' rights (Ardhany et al., 2024; Noval, 2022).

In its implementation, HIP is built upon several core principles derived from Pancasila values, statutory provisions, and expert thinking on industrial relations in Indonesia. First, the principle of kinship and togetherness positions workers and employers as partners in achieving harmonious industrial relations. Such partnership requires mechanisms that allow the interests, rights, and obligations of the parties to be communicated and addressed collectively. Singalodra et al. (2025) emphasize that collective labor agreements can support harmonious industrial relations by strengthening legal certainty, clarifying the rights and obligations of workers and employers, reducing potential conflicts, and promoting stable relations among employers, workers, and government.

Second, HIP places three principal actors within a complementary tripartite framework. Workers are responsible for maintaining productivity and order at work; employers are responsible for business sustainability as well as workers' welfare; while government functions as regulator, supervisor, and guarantor of fairness for both parties. This balance of roles is key to creating stable and equitable industrial relations (Sari, 2025).

Third, HIP does not stop at the conceptual level but is realized through various operational means. Collective Labor Agreements (*Perjanjian Kerja Bersama/PKB*), Bipartite Cooperation Institutions (*LKS Bipartit*), and Tripartite Cooperation Institutions (*LKS Tripartit*) serve as the primary instruments for building communication and resolving problems internally before they develop into wider conflict. The existence of these means reflects that dialogue and mutual agreement constitute the primary foundation of healthy industrial relations.

Fourth, when disputes cannot be avoided, HIP prioritizes peaceful resolution through dialogue and deliberation. The spirit promoted is not one of winning or losing, but rather how

a solution achieved can maintain the balance of both parties' interests fairly and sustainably. More detailed arrangements concerning dispute settlement mechanisms are further regulated under prevailing laws and regulations.

In this study, HIP is used as a normative analytical tool to assess whether the practice of employment termination that occurred at PT Star Comgistic Indonesia has reflected the fundamental values of industrial relations in Indonesia. This assessment is directed not only at compliance with statutory regulations but also at the application of the principles of fairness, togetherness, deliberation, and respect for workers' dignity as contained within HIP. Thus, the practice of termination through digital media is understood not merely as a procedural matter, but also as an industrial relations phenomenon that needs to be evaluated based on the values forming the foundation of the national industrial relations system (Abrori, 2023).

Industrial Relations Dispute Settlement (Law Number 2 of 2004)

Within Indonesia's industrial relations system, the settlement of disputes between workers and employers is specifically regulated through Law Number 2 of 2004 concerning Industrial Relations Dispute Settlement (PPHI). This law was established as a legal instrument that provides a dispute settlement mechanism carried out in stages, in a structured manner, and prioritizing dialogue between parties before litigation is pursued. Thus, Law Number 2 of 2004 functions not only as a means of dispute resolution but also as an instrument for maintaining harmonious, dynamic, and equitable industrial relations.

In general, this law classifies industrial relations disputes into four types: rights disputes, interest disputes, employment termination disputes, and disputes between labor unions within a single company. In the context of this study, the main focus is on employment termination disputes, as this relates directly to the case being analyzed.

The settlement mechanism regulated under the law is tiered and must be pursued systematically. The first stage is bipartite negotiation, which forms the core of dispute settlement as it serves as the primary means for workers and employers to reach an agreement directly before involving a third party. Adam and Apriliani (2025) assert that bipartite negotiation must be conducted as the first step within a maximum period of 30 working days and determines whether the dispute can be resolved internally or must proceed to the next stage. Therefore, whether or not a bipartite process has taken place becomes an important indicator in assessing the parties' compliance with the dispute settlement mechanism established under the law.

If bipartite negotiation fails to reach an agreement, the dispute may proceed to settlement through a third party, namely mediation, conciliation, or arbitration. Mediation is conducted by a mediator from the authorized government agency, while conciliation and arbitration involve an independent party agreed upon by the parties. Zulfa and Sundary (2023) explain that this non-litigation mechanism is designed to maintain flexibility in settlement while also providing room for the parties to reach an agreement without having to pursue the lengthier and more formalistic court process.

The final stage is settlement through the Industrial Relations Court (*Pengadilan Hubungan Industrial/PHI*), the formal litigation channel authorized to examine and decide disputes that cannot be resolved through the preceding mechanisms. As part of the general judicial system, the PHI functions as the last resort in resolving industrial relations disputes after all non-litigation mechanisms have been pursued (Adam & Apriliani, 2025; Zulfa & Sundary, 2023). Thus, Indonesia's industrial relations dispute settlement system is designed in tiers while still prioritizing dialogue and balanced legal protection for both workers and employers.

Although the dispute settlement mechanism has been comprehensively designed at the

normative level, its implementation in the field does not always run optimally. Wibowo and Herawati (2021) note that in practice companies are still found to carry out terminations without following the established procedures, thereby creating a gap between the applicable legal norm (*das sollen*) and practice in the field (*das sein*). A similar condition was found by Laela (2024), who showed that the effectiveness of dispute settlement is determined not only by the completeness of regulation but also by the parties' compliance and external factors influencing the dispute settlement process. Thus, Law Number 2 of 2004 cannot be assessed solely from a normative standpoint but also from its implementation in industrial relations practice.

In this study, Law Number 2 of 2004 is used as a procedural analytical tool to assess the conformity of the dispute settlement mechanism in the case of PT Star Comgistic Indonesia with prevailing legal provisions. This analysis focuses not only on whether the settlement stages were pursued, but also on the extent to which the process reflects the principles of fairness, legal certainty, and protection of workers' rights within industrial relations.

Workers' Welfare from the Perspective of Pancasila Industrial Relations

From the perspective of HIP, workers' welfare is not understood narrowly as merely the fulfillment of economic needs, but as a condition reflecting a balance between material and non-material aspects of working life. Welfare is an integral part of healthy industrial relations because it is closely related to employment stability, productivity, and business sustainability. Abrori (2023) asserts that workers' welfare within the HIP framework is measured not only by the amount of wages but also by the fulfillment of social security, legal protection, and respect for workers' dignity as human beings.

First, welfare can be understood as an investment in productivity. Yustisio et al. (2023) emphasize that the implementation of Pancasila Industrial Relations principles through company regulations and collective labor agreements is important for establishing harmonious industrial relations and protecting workers' rights. When workers feel secure and valued, productivity and the quality of industrial relations tend to increase. Conversely, the practice of employment termination that is non-transparent or does not follow procedure has the potential to reduce job certainty, a sense of security, and workers' trust in the prevailing industrial relations system (Harmen et al., 2025).

Second, workers' welfare also encompasses supplementary compensation, both material and non-material in nature. Materially, welfare is reflected in health facilities, allowances, bonuses, and social security such as *BPJS Ketenagakerjaan* (Employment Social Security) and *BPJS Kesehatan* (Health Social Security). However, within the HIP perspective, non-material dimensions play an equally important role, such as a sense of security at work, legal certainty, freedom of association, and recognition of workers' dignity. Wibowo and Herawati (2021) emphasize that protection for workers relates not only to the fulfillment of financial rights but also to the prevention of arbitrary treatment that could harm workers psychologically and socially.

Third, welfare within HIP is built upon the principles of fairness and togetherness. Workers are not viewed merely as a factor of production but as individuals possessing rights and dignity that must be respected. Therefore, the results of a company's progress should be enjoyed fairly by all parties in accordance with their respective contributions. Singalodra et al. (2025) emphasize that harmonious industrial relations require clear rights and obligations between workers and employers, supported by collective labor agreements that strengthen legal certainty and reduce potential conflicts among the parties. This principle affirms that company success and workers' welfare are interrelated matters rather than opposing ones, and when this balance is not maintained, industrial relations run the risk of tension that affects overall

organizational stability.

Fourth, workers' welfare is also closely related to legal protection. Indonesia's labor system has established various mechanisms to protect workers from risk, including in respect of employment termination. Rights to severance pay, social security, and access to dispute settlement mechanisms form part of efforts to ensure that workers are not unilaterally harmed. However, Imelda et al. (2026) show that in practice, particularly when companies face financial pressure or when there is a power imbalance between workers and employers, the implementation of such protection is often not optimal even though the legal framework is available.

Thus, welfare from the perspective of Pancasila Industrial Relations can be understood as the meeting point between business sustainability and a decent life for workers, achieved through dialogue, fairness, and legal protection. In this study, the concept of welfare is used as an analytical tool to assess the implications of the practice of employment termination in the case of PT Star Comgistic Indonesia, both in material and non-material aspects. The material aspect covers potential loss of income, severance pay, and social security, while the non-material aspect covers a sense of security at work, legal certainty, fairness, and respect for workers' dignity as human beings (Abrori, 2023; Yustisio et al., 2023).

Conceptual Framework

This study is built on the premise that the practice of employment termination carried out through digital media cannot be assessed from a single point of view, but must be analyzed comprehensively by integrating legal, value-based, and workers' welfare aspects. An approach that focuses solely on formal legality is insufficient to capture the complexity of the issues occurring within industrial relations. The practice of employment termination relates not only to compliance with legal procedure but also to conformity with industrial relations values and its implications for workers' welfare. A framework of analysis is therefore needed that can explain the relationship between the practice that occurred and the normative standards that should apply (Abrori, 2023; Prasetyo et al., 2026).

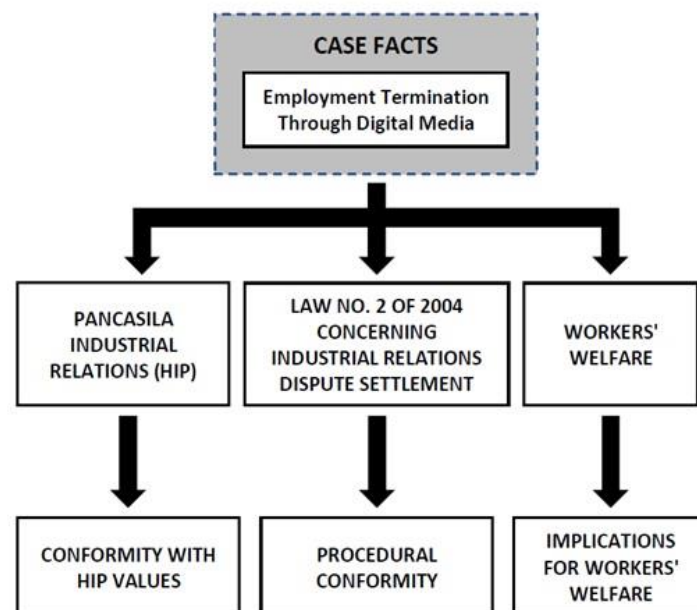


Figure 1. Conceptual Framework

Conceptually, the practice of employment termination through digital messaging is

positioned as the central phenomenon under analysis. This phenomenon is then examined through three complementary analytical tools. The first analytical tool is a juridical approach through Law Number 2 of 2004 concerning Industrial Relations Dispute Settlement, used to assess the procedural aspect, particularly with respect to the industrial relations dispute settlement mechanism. This analysis aims to identify the extent to which the settlement mechanism reflected in the available facts, such as bipartite negotiation and mediation, conforms to the applicable legal provisions.

The second analytical tool rests on the principle of Pancasila Industrial Relations as a tool for assessing the value and ethical aspects of industrial relations practice. In this regard, the practice of termination is examined not only from the standpoint of formal legality but also for its conformity with the principles of deliberation, fairness, togetherness, and respect for workers' dignity. This approach is important because HIP requires that every decision within industrial relations, including termination, reflect values that go beyond mere procedural compliance.

Meanwhile, the third analytical tool employs the concept of workers' welfare to analyze the implications generated by the practice of employment termination. This analysis encompasses two dimensions at once: the material dimension, such as potential loss of income, severance pay, and social security, and the non-material dimension, such as a diminished sense of security at work, uncertainty of rights, and respect for workers' dignity. These two dimensions are viewed as interrelated because together they determine the extent to which workers' welfare can be protected within the industrial relations practice taking place.

Through these three analytical tools, this study produces three main forms of assessment: procedural conformity, conformity with the values of Pancasila Industrial Relations (HIP), and implications for workers' welfare. These three aspects are used in an integrated manner to provide a more complete picture of the practice of employment termination within the context of industrial relations in the digital era. Thus, this study assesses not only whether the practice of termination conformed to legal procedure, but also whether the practice was consistent with the values of Pancasila Industrial Relations that should underpin the industrial relations dispute settlement system, and what implications the practice had for workers' welfare as a fundamental dimension of industrial relations (Harianto, 2024; Abrori, 2023).

RESEARCH METHOD

This study employs a normative juridical approach to analyze the phenomenon of employment termination occurring within the context of industrial relations. Charda (2021) explains that normative legal research involves the study of legal rules, legal principles, and legal doctrines to address legal issues. This approach was chosen because the study focuses on examining the conformity between the practice that occurred and the applicable legal norms and values, rather than on the collection of empirical field data. In addition to using the statute approach, this study also draws on the case of PT Star Comgistic Indonesia as an object of study to analyze the conformity of the employment termination practice with the applicable legal norms and industrial relations principles. The use of online media reports in this study is not intended as a means of empirical proof, but rather as a source of information used to describe the chronology of the case, which is subsequently analyzed normatively.

The selection of the PT Star Comgistic Indonesia case is based on the consideration that the practice of employment termination through digital media is an actual phenomenon that raises issues not only in legal terms but also with respect to industrial relations values and workers' welfare. Thus, this case is considered relevant as a means of evaluating the application of legal norms while also identifying potential gaps between the legal norm that should apply

(das sollen) and actual practice (das sein).

The data sources in this study consist of three types of legal materials. First, primary legal materials in the form of relevant laws and regulations, comprising Law Number 13 of 2003 concerning Manpower, Law Number 2 of 2004 concerning Industrial Relations Dispute Settlement, Law Number 21 of 2000 concerning Labor Unions, and Decree of the Minister of Manpower of the Republic of Indonesia Number 76 of 2024 concerning Guidelines for the Implementation of Pancasila Industrial Relations. Second, secondary legal materials in the form of academic literature, including scientific journals, labor law textbooks, and prior relevant research. Third, supporting information sources in the form of news articles from online media used to describe the chronology of the case, particularly the Liputan6.com report dated 3 April 2026 concerning the PT Star Comgistic Indonesia case. This study does not use primary data such as interviews or field observation, as the analytical focus lies in the normative examination of available written sources.

The analytical technique employed is qualitative analysis using systematic interpretation of the applicable legal norms and principles. The analysis is conducted through a sequential process. First, the applicable legal norms and relevant Pancasila Industrial Relations principles are identified based on the primary and secondary legal materials. Second, the chronology of the case is established from the available written sources, particularly the reported facts concerning the employment termination practice. Third, the relevant legal and industrial relations issues arising from the case are identified and categorized. Fourth, the reported facts are examined against the applicable legal norms and principles. Fifth, drawing on Charda's (2021) typology of normative legal analysis, the normative requirements (das sollen) are compared with the actual practice reflected in the available sources (das sein) to identify conformity, non-conformity, or potential inconsistency. Sixth, the findings are interpreted according to the three analytical dimensions of this study: Pancasila Industrial Relations as a value-based analytical tool, Law Number 2 of 2004 as a procedural analytical tool, and workers' welfare as an analytical tool for assessing the implications of the termination practice. Finally, the findings are synthesized to explain the relationship between the termination practice, the applicable normative framework, and its implications for industrial relations and workers' welfare.

RESULTS AND DISCUSSION

Chronology and Description of the Case

The employment termination case that is the focus of this study occurred at PT Star Comgistic Indonesia, located in Parungkuda Subdistrict, Sukabumi Regency, West Java (Liputan6, 2026). This event took place in April 2026, coinciding with the Eid al-Fitr leave period being undertaken by the workers.

Based on online media reports, the company terminated the employment of approximately 80 permanent workers. The termination notification was conveyed via WhatsApp message received by workers while they were on Eid al-Fitr leave. According to reported information, the decision was conveyed without any direct meeting between the company and the workers prior to the notification being received. This condition drew scrutiny to the termination process because of the use of digital media as a means of conveying a decision that directly affected the workers' employment status.

The company stated that the termination decision was taken as an efficiency measure due to a decline in the number of production orders. However, according to information conveyed by the labor union, contract workers and outsourced workers were still retained and the company's operational activities remained ongoing. This difference of view regarding the

reason for and implementation of the termination subsequently became one of the central issues in the case.

Affected workers raised objections to the manner in which the termination was carried out. These objections were subsequently facilitated by the labor union, in this case the Sukabumi Regency branch of the *Gabungan Serikat Buruh Indonesia (GSBI)*. Union representatives stated that the termination process was carried out without transparency and did not follow the communication mechanism that should have been used.

In subsequent developments, this case received attention from the local Manpower and Transmigration Office (*Disnakertrans*). According to reported information, efforts to settle the dispute have been undertaken through a mediation process involving labor authorities at both the regency and provincial levels, but have not yet produced an agreement acceptable to the parties. This condition indicates that the dispute concerns not only the termination decision itself, but also the effectiveness of the available dispute settlement mechanism within the industrial relations system.

Thus, this case involves three principal actors within industrial relations: workers as the directly affected party, the company as the party making the termination decision, and government, through *Disnakertrans*, as the party facilitating the dispute settlement process (Liputan6, 2026). Based on this chronology, the PT Star Comgistic Indonesia case raises questions not only concerning the legality of the termination procedure but also concerning the conformity of the practice with the values of Pancasila Industrial Relations and its implications for workers' welfare. This case is therefore relevant for analysis from an integrated normative, procedural, and welfare-based perspective.

Analysis Based on the Principle of Pancasila Industrial Relations

Based on the chronology described above, the practice of employment termination via WhatsApp message at PT Star Comgistic Indonesia indicates an issue in the application of the values of Pancasila Industrial Relations. Prasetyo et al. (2026) note that the gap between the norm that should apply and practice in the field remains a problem within Indonesia's labor system. In this context, the PT Star Comgistic Indonesia case can be regarded as an example illustrating potential inconsistency between industrial relations practice and the values forming the foundation of HIP, particularly regarding the principles of deliberation, respect for workers' dignity, and togetherness in employment relations.

First, from the aspect of deliberation, based on the information available in media reports and the sources used, no information was found concerning any process of dialogue or negotiation prior to the termination decision being conveyed to workers. This condition indicates a potential inconsistency with the principle of deliberation, which forms the primary foundation of Pancasila Industrial Relations. Within the HIP framework, deliberation is the primary mechanism for resolving differences of interest between workers and employers, including when a company faces conditions that may lead to employment termination (Abrori, 2023). This is consistent with the view of Sari (2025), who emphasizes the importance of open communication and equal dialogue as prerequisites for harmonious industrial relations. Thus, the absence of information concerning a negotiation process in this case indicates that the principle of deliberation does not appear to have been optimally implemented.

Second, from the aspect of respect for workers' dignity, conveying the termination decision through a short message reflects a fundamental issue in industrial relations ethics. From the HIP perspective, workers are regarded as human beings possessing dignity, such that any policy with a significant impact on their lives should be conveyed properly and humanely (Abrori, 2023). Sasikirana and Damayanti (2025) emphasize that terminating employment through an informal channel such as WhatsApp, without adherence to formal procedural

safeguards, raises concerns regarding the legal validity of the termination itself. The use of digital media to convey termination without direct interaction, particularly while workers were on Eid al-Fitr leave, can be regarded as a practice with the potential to diminish the humanitarian dimension that forms one of the foundations of Pancasila Industrial Relations. The manner in which the decision was conveyed in this case is therefore relevant for evaluation not only from a procedural standpoint, but also from the perspective of respect for workers' dignity.

Third, regarding the principle of togetherness and partnership, the termination decision, which based on available information was taken without worker involvement in the decision-making process, indicates a potential imbalance in the relationship between workers and employers. HIP positions both parties as strategic partners with a shared interest in business sustainability, such that every policy should ideally involve the participation of both parties. Singalodra et al. (2025) emphasize that harmonious industrial relations require clear rights and obligations between workers and employers, supported by mechanisms that facilitate cooperation and reduce potential conflicts among the parties. Sari (2025) adds that failure to build participatory communication is often a primary trigger of industrial relations conflict. In this case, no effort appears to have been made to involve workers in the decision-making process or in seeking alternative solutions prior to the termination.

Furthermore, the information that contract workers and outsourced workers were still retained amid the stated reason for efficiency raises questions regarding the application of the principle of fairness within industrial relations. From the HIP perspective, every company policy should consider a balance between business efficiency and the protection of workers. Wibowo and Herawati (2021) assert that termination not accompanied by a proportional reason and a fair procedure has the potential to conflict with the principle of worker protection within Indonesia's labor system. Therefore, the discrepancy between the efficiency rationale stated by the company and the information circulating in the field is an aspect that warrants further scrutiny in assessing the conformity of the practice with HIP values.

Thus, the practice of employment termination in the PT Star Comgistic Indonesia case indicates potential inconsistency with the fundamental values of Pancasila Industrial Relations. This indication is apparent from the absence of a deliberation process prior to the termination decision being conveyed, the use of digital media as a means of conveying a decision with a direct impact on workers' status, and the suboptimal application of the principle of togetherness in the decision-making process. Prasetyo et al. (2026) assert that as long as labor supervision remains unstrengthened and employers' legal understanding remains unimproved, the gap between norms and industrial relations practice will continue to pose a challenge within Indonesia's labor system.

Analysis of Implications for Workers' Welfare

From the perspective of Pancasila Industrial Relations, workers' welfare is not narrowly understood as an economic matter but also encompasses non-material dimensions such as a sense of security, legal certainty, and respect for human dignity. Therefore, the practice of employment termination through digital media cannot be regarded merely as an administrative event, but as a condition with the potential to affect workers' welfare more broadly. Na'im et al. (2023) argue that when the principles of justice, equality, and mutual cooperation underlying HIP are not upheld in practice, industrial relations risk falling into imbalance that disadvantages workers. When workers' welfare is disrupted, the overall balance of industrial relations is also at risk of disruption.

From the material side, the practice of termination carried out abruptly and, based on available information, not preceded by a clear negotiation mechanism has the potential to create

uncertainty regarding the fulfilment of workers' normative rights. Under Article 156 of Law Number 13 of 2003 concerning Manpower, workers affected by termination are entitled to severance pay, service award pay, and compensation, the amounts of which are determined based on length of service. If termination procedures are not properly followed, there is a risk that these financial rights are not be optimally fulfilled. Wibowo and Herawati (2021) emphasize that non-compliance with termination procedures often has implications for the hindrance of workers' rights, leaving workers in a more vulnerable position upon losing their main source of income.

Nevertheless, an equally important implication is evident in the non-material aspect. Conveying termination via short message, particularly while workers were on Eid al-Fitr leave, has the potential to diminish their sense of security, create uncertainty regarding future employment, and affect workers' perception of respect for their dignity within the employment relationship. From the HIP perspective, workers' dignity is an inseparable part of the concept of welfare. Abrori (2023) asserts that workers must be treated as human beings possessing dignity, not merely as a factor of production that can be discarded once deemed no longer needed. Sasikirana and Damayanti (2025) note that when termination is conveyed without formal legal procedure, workers are left in a prolonged state of uncertainty regarding the recognition and protection of their rights. Therefore, the manner in which a termination decision is conveyed is an important part of assessing the extent to which workers' welfare remains respected within industrial relations practice.

Harmen et al. (2025) show that employment uncertainty and treatment perceived as unfair within an employment relationship can affect workers' welfare conditions more broadly, both economically and non-economically. These findings indicate that termination practices not accompanied by adequate communication have the potential to reduce workers' sense of security and trust in the prevailing industrial relations system.

Furthermore, from the aspect of legal protection, termination practices that do not follow a clear mechanism can also limit workers' access to their rights. Within the industrial relations system, workers' welfare depends not only on economic conditions but also on the availability of effective legal protection guarantees. Imelda et al. (2026) highlights that an imbalance of position between workers and employers makes it difficult for workers to fight for their rights, particularly when procedures are not carried out transparently. In the PT Star Comgistic Indonesia case, the absence of formal notification and of a bipartite process that should have been directly pursued has the potential to weaken workers' position in claiming their normative rights, including the right to fair compensation as mandated by law.

Thus, from the perspective of Pancasila Industrial Relations, the practice of employment termination in the PT Star Comgistic Indonesia case has the potential to give rise to implications for workers' welfare, both material and non-material. These implications are evident in the potential uncertainty regarding the fulfillment of workers' normative rights, the diminished sense of security at work, and the questions raised regarding respect for workers' dignity within the industrial relations process. This shows that termination cannot be understood merely as the end of an employment relationship, but also as an event capable of affecting the balance of workers' welfare more broadly (Abrori, 2023; Sasikirana & Damayanti, 2025).

Analysis of the Dispute Settlement Mechanism Under Law Number 2 of 2004

Within Indonesia's industrial relations system, every employment termination dispute must be addressed through a tiered mechanism in accordance with Law Number 2 of 2004. Based on the chronology of the PT Star Comgistic Indonesia case, this analysis aims to answer three key questions: whether bipartite negotiation was pursued as required, whether mediation

was conducted effectively, and whether the overall termination process complied with applicable legal procedure.

First, regarding bipartite negotiation, based on available information, no indication was found that this stage was pursued prior to the termination decision being conveyed to workers. In fact, Article 3 of Law Number 2 of 2004 requires bipartite negotiation as the initial step in every industrial relations dispute, within a maximum period of 30 working days. Adam and Apriliani (2025) assert that bipartite negotiation is not merely an administrative formality but a legal obligation reflecting the principle of deliberation within industrial relations. In line with this, Zulfa and Sundry (2023) state that dispute settlement not preceded by bipartite negotiation has the potential to reduce the effectiveness of legal protection for both workers and employers. Therefore, the absence of information regarding the implementation of bipartite negotiation in this case indicates a potential inconsistency with the provisions of Article 3 of Law Number 2 of 2004, which still requires further examination through the available dispute settlement mechanism.

Second, regarding mediation, settlement efforts through the Manpower and Transmigration Office (*Disnakertrans*) have been pursued at both the regency and provincial levels. This indicates that the dispute settlement process has entered the mediation stage as regulated under Law Number 2 of 2004. However, mediation was conducted, based on available information, after the termination decision had already been conveyed to workers, meaning it functioned more as a means of resolving the dispute after the conflict occurred rather than as an instrument of conflict prevention. Zulfa and Sundry (2023) explain that the effectiveness of mediation is greatly influenced by the good faith of the parties and the quality of facilitation provided by the mediator. The fact that mediation has not yet produced an agreement indicates that this dispute still has the potential to proceed to the Industrial Relations Court (PHI) in accordance with the mechanism regulated under applicable law (Adam & Apriliani, 2025).

Third, from the aspect of procedural conformity, the termination practice in this case raises a number of questions regarding the application of the mechanism regulated under applicable law. First, conveying the termination decision via WhatsApp message raises questions not because the use of digital media is, by itself, prohibited under Law Number 2 of 2004, but because the manner of communication must be considered in relation to the procedural requirements governing employment termination and industrial relations disputes. Sasikirana and Damayanti (2025) explain that unilateral termination communicated through WhatsApp raises legal issues concerning the protection of workers' rights and the validity of the termination process. Second, the absence of information regarding the implementation of bipartite negotiation prior to the termination decision being conveyed indicates a potential inconsistency with the dispute settlement stages regulated under Law Number 2 of 2004. Prasetyo et al. (2026) show that the gap between applicable legal provisions (*das sollen*) and practice in the field (*das sein*) remains an issue within Indonesian industrial relations. Findings by Laela (2024) likewise show that low compliance with procedure is often a factor that hinders the achievement of effective and equitable dispute settlement.

Based on the overall analysis, the termination practice in the PT Star Comgistic Indonesia case indicates a potential inconsistency with the dispute settlement mechanism regulated under Law Number 2 of 2004. This indication is apparent from the absence of information regarding the implementation of bipartite negotiation prior to the termination decision being conveyed, the use of digital media as a means of conveying a decision that raises questions regarding procedural conformity, and the fact that no agreement has yet been reached through the mediation process pursued. Thus, this case demonstrates a gap between the legal norms that should apply and the practice occurring in the field, such that further settlement through

available legal mechanisms, including the Industrial Relations Court (PHI), remains an option available to the parties (Adam & Apriliani, 2025; Prasetyo et al., 2026; Ndun et al., 2020).

CONCLUSION

The normative analysis indicates that employment termination in the digital era should not be assessed solely according to the medium used to communicate the decision, but according to the legal procedures, industrial relations principles, and protection of workers' rights that govern the substance and process of termination. The PT Star Comgistic Indonesia case demonstrates that the use of digital communication can expose gaps between the formal legal framework and its application in practice, particularly when digital communication is used without adequate procedural safeguards and meaningful dialogue.

From a broader policy and legal perspective, the case indicates that the digital transformation of industrial relations requires the existing legal framework to be applied together with the normative values of Pancasila Industrial Relations. Harianto (2024) emphasizes the importance of aligning industrial relations dispute settlement with the principles of Pancasila Industrial Relations, indicating that legal mechanisms should not be separated from the values of deliberation, fairness, and harmonious relations. In the digital era, this perspective becomes increasingly relevant because the adoption of digital communication channels creates new forms of interaction without necessarily changing the legal and ethical responsibilities of the parties involved.

Accordingly, the broader implication for industrial relations policy in Indonesia is that digital communication should function within, rather than outside, the existing legal and industrial relations framework. Its use in employment termination therefore needs to remain subject to the principles of procedural fairness, legal certainty, meaningful dialogue, and protection of workers' rights and dignity. This approach can help ensure that digitalization strengthens the efficiency of industrial relations communication without undermining the foundational values of the Indonesian industrial relations system.

This study has limitations arising from its reliance on secondary data, particularly media reports and legal and academic literature. The absence of primary empirical data, such as interviews or field observations, means that the findings are limited to normative analysis of the available written sources and cannot capture the perspectives or experiences of the parties directly involved. Nevertheless, the approach remains appropriate for examining the conformity of the reported practice with applicable legal norms and industrial relations values.

RECOMMENDATIONS

Based on the research findings, several recommendations may be proposed to the parties involved, as follows.

First, in the context of the ongoing case settlement, the parties need to pursue a dispute settlement mechanism in accordance with applicable legal provisions. Given that the mediation process undertaken has not yet resulted in an agreement, the parties may consider utilizing the legal mechanisms still available, including the Industrial Relations Court (PHI), in order to obtain a settlement that provides legal certainty and protection of the rights in dispute (Adam & Apriliani, 2025).

Second, for workers and labor unions, an improved understanding of normative rights within employment relationships is needed, particularly regarding termination procedures and dispute settlement mechanisms. Adequate understanding of these rights will enable workers and labor unions to take appropriate steps and fight for their rights more effectively when facing

industrial relations problems (Wibowo & Herawati, 2021).

Third, for companies, it is important to ensure that every labor policy, including termination, is implemented not only in accordance with applicable legal provisions but also with due regard to ethics and respect for workers' dignity as part of the principle of Pancasila Industrial Relations. Compliance with procedure is not merely a legal obligation but also an investment in maintaining a conducive and sustainable industrial relations climate (Abrori, 2023).

Fourth, for government, particularly through labor authorities, a strengthening of proactive supervisory functions and improved mediation effectiveness is needed so that dispute settlement mechanisms can function more optimally. In addition, developments in digital technology within employment relationships need to be responded to through the strengthening of guidelines and supervision of labor communication practices, including in the conveyance of decisions that affect employment status. Sari (2025) asserts that the role of government as a neutral and active supervisor is key to preventing protracted industrial relations conflict. Prasetyo et al. (2026) add that structural reform within the industrial relations system can only be realized if government not only creates regulation but also ensures consistent compliance with it in the field.

Fifth, for future researchers, empirical studies involving workers, employers, and labor authorities are needed to obtain a deeper understanding of the practice of termination through digital media and its implications for industrial relations in Indonesia. Such empirical studies could complement the normative approach used in this study, thereby producing a more comprehensive picture of the phenomenon of industrial relations in the digital era.

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