

Indonesia

Introduction

The Indonesian legal system is a civil law system. In a civil law system, the courts are not bound by decisions of the courts at the same level or higher. Instead, the courts will use the statutes as their basis for deciding the cases.

The sources of labor laws in Indonesia are widely dispersed among national laws and regulations, presidential decrees and ministerial decrees. Some of these sources are relatively recent, while others are quite old, some even issued in the colonial period. In general, these laws and regulations are applicable to all “workers,” regardless of their position (whether they are managerial or non-managerial workers) or their status (whether they are indefinite or definite period workers). However, there are some provisions that exempt certain groups of workers from receiving certain benefits, for example, managerial workers are exempted from the requirement to pay overtime.

In an effort to synthesize the diverse body of laws and regulations on the protection of workers, the government enacted Law No. 13 of 2003 on March 25, 2003 (“Labor Law”), effective on the same date. The Labor Law contains certain significant new provisions and synthesizes a major portion of the labor laws and legislation into a single legal instrument.

The Labor Law sets out only general principles and requirements regarding labor and employment matters in Indonesia. There are various implementing regulations issued by the Minister of Manpower. Furthermore, various old implementing regulations that have not been replaced by the new ones remain effective to the extent that they do not contravene and/or have not been replaced by new implementing regulations.

The termination of employment, employment discrimination and workplace harassment are generally regulated under the Labor Law. Termination of employment is also governed by Law No. 2 of 2004 regarding Industrial Relations Dispute Settlement (“Law 2/2004”). There are various ministerial decrees issue by the Minister of Manpower that implement the general provisions on the termination of employment, employment discrimination and workplace harassment.

Termination Of Employment

General Principles Of Termination Of Employment In Indonesia

Basically, the employer is required use all efforts to prevent the termination of an employment relationship. Furthermore, the employer is prohibited from conducting the termination of the employment relationship under the following conditions:

- A worker is absent due to illness according to the physician's statement for a period of not more than 12 months;
- A worker is unable to carry out his or her work due to the fulfillment of his or her state duties in accordance with the prevailing laws and regulations;
- A worker performs his or her religious rituals;
- A worker gets married;
- A female worker is pregnant, is in delivery, experiences miscarriage or breastfeeds her baby;
- A worker has a blood relationship and or a marital relationship with another worker within one company, except if it has been stipulated in the employment agreement, the company regulation or the collective labor agreement;
- A worker forms, becomes a member and/or the management of a union, carries out activities of the union outside working hours, or during the working hours with the (1) consent from the employer, or (2) based on the provisions under the employment agreement, the company regulations or the collective labor agreement.
- A worker has reported the employer to the authorities concerning the question of whether the employer has committed criminal actions;
- Due to the difference of ideology, religion, political alliance, race, skin color, group, sex, physical condition or marital status; or
- A worker has a permanent disability condition or is ill due to a work accident or due to the employment relationship, which, according to a physician's statement, the recovery period cannot be determined. The Labor Law, however, allows the employer to terminate the employee who has a permanent disability or is ill after 12 consecutive months.

In order to unilaterally terminate employment relationships, the general rule under Indonesian labor law is that employers must first obtain a favorable decision on the termination of employment from the industrial relations dispute settlement agency, i.e., the Industrial Relations Court. Exceptions to the prior approval requirement for termination apply if the termination of employment occurs, for example, during the probation period of the worker (as long as the probation period is specifically provided in writing), due to the worker's voluntary resignation without any indication of pressure/intimidation from the employer (an important exception which is discussed in Negotiated Resignation Approach, below) and due to the worker reaching retirement age under the employment agreement.

Notice On Termination And Payment In Lieu Of Notice

Notice On Termination Of Employment

There are no labor laws and regulations that specifically regulate the notice period for terminating an employment relationship. The labor laws only provide that if termination of employment is unavoidable, the employer and the employee are obligated to conduct bipartite negotiations to reach consensus for the settlement of the termination of employment (see Process for Termination below for explanation on bipartite negotiation in the process for termination of employment). The negotiations may take place within a period of 30 days. During such 30 day period, the employer is obligated to inform the employees regarding the reason of termination (and other related issues) and to give the employee an opportunity to discuss the reason for termination and the termination payment.

In practice, many employment agreements stipulate the period of termination notice. This is acceptable under the existing labor laws and regulations, as long as the purpose of including this provision in the employment agreement is mainly:

- (i) To inform the employee regarding the employers intention to terminate the employment relationship;
- (ii) To give the employee the opportunity to find another job; and
- (iii) To discuss the termination package (when applicable).

It means that if the employee challenges his or her termination of employment, the employer is still obligated to settle the employment dispute in the next level (i.e., mediation/conciliation and Industrial Relations Court). If there is

a termination dispute, the notice period will not be used in determining the effective date of termination, because the effective date of termination will be determined by the mediator or the Industrial Relations Court.

Payment In Lieu Of Notice

Payment in lieu of notice in some jurisdictions is the equivalent of severance payment. In Indonesia, however, payment in lieu of notice is simply a part of the calculation of severance and, indeed, may be given in addition to the statutory termination package. On the other hand, it is also possible for an employment agreement to provide that the payment in lieu of notice can be set off against the statutory termination package. Nevertheless, if the Industrial Relations Court decides that an employee is deemed entitled to the statutory termination package, the employer may have to pay the payment in lieu of notice on top of the statutory termination package (because this payment will be deemed as the employer's contractual obligation toward the employee).

Process For Termination Of Employment

Bipartite Negotiations

Law 2/2004 requires all industrial relation disputes, including disputes over termination of employment, to be first resolved through bipartite negotiations in a consultative manner in order to reach consensus. Bipartite negotiations are defined as meetings between the workers/laborers or workers/labor unions and employers to resolve industrial relation disputes.

Law No. 2/2004 further requires every bipartite negotiation to be properly recorded in the minutes of the meeting.

If the bipartite negotiation manages to resolve the dispute, then the parties will draw up and sign a settlement agreement. This settlement agreement is final and legally binding and must be implemented by the parties.

The existing laws and regulations do not regulate the content of a settlement agreement. In most cases, a settlement agreement also includes a "release clause," by which the employee releases and holds harmless the employer/company, its affiliates, its management and its employees from any and all obligations, liabilities, and claims in whatever forms, including claims through any courts, either in the present or in the future.

The settlement agreement should be registered by the signatories in the Industrial Relation Court that has jurisdiction over the place where the parties executed the agreement.

Settlement of disputes through bipartite negotiations must be reached at the latest within 30 working days from the time the negotiation commenced. If within that time frame one of the party refuses to negotiate, or the negotiations did not result in an agreement, then the bipartite negotiation will be considered as failed.

If bipartite negotiations fail, one or both parties can report their dispute to the local agency responsible for manpower matters, attaching the proof that efforts to resolve the dispute through bipartite negotiations were conducted. The local agency then is obligated to offer the disputing parties conciliation to settle their disputes and, if the parties do not choose conciliation, the local agency will transfer the settlement of dispute to a mediator.

Mediation Or Conciliation

If the bipartite negotiation does not reach an agreement, one or both disputing parties can report their dispute to the Local Manpower Office, by attaching the minutes of the bipartite negotiation.

The Local Manpower Office is required to offer to both parties mediation or conciliation. The process for mediation or conciliation is more or less the same. The difference is between the mediator and the conciliator. The mediator is an official of the Manpower Office who is appointed by the Local Manpower Office to mediate the case. The conciliator is a private person (not a government official) whose name is listed as a conciliator at the Local Manpower Office.

If within seven working days the parties do not choose the settlement method, the local manpower office will refer the dispute to a mediator.

No later than seven working days after receiving the delegation of responsibility for settlement of the termination dispute, the mediator/conciliator must conduct a review of the case and promptly convene a mediation/conciliation hearing.

The mediator/conciliator will try to persuade the parties to settle the dispute in the first 10 days. If there is no settlement, the mediator/conciliator must issue a recommendation no later than 10 days after the first mediation/conciliation session.

The parties must submit a written reply to the mediator no later than 10 days from receiving the mediator's/conciliator's recommendation. If a party does not provide a reply, it will be deemed to have rejected the mediator's/conciliator's recommendation.

If the parties agree with the recommendation, the mediator must assist the parties in preparing a settlement agreement (no later than within three days). The settlement agreement needs to be registered at the Industrial Relations Court.

If the dispute is not resolved through the mediation/conciliation, the mediator/conciliator will issue a written recommendation. If the mediator/conciliator's written recommendation is rejected by one or both parties, either party may continue the dispute by filing a lawsuit with the Industrial Relations Court at the relevant District Court.

A mediator or a conciliator are required to accomplish his or her duties no later than 30 working days after he or she received the assignment to settle the dispute.

Proceedings At The Industrial Relations Court

If a party does not agree with the recommendation of the mediator/conciliator, the party may bring the case to the Industrial Relations Court whose jurisdiction covers the workplace of the employees. The Industrial Relations Court is a special court within the sphere of the general justice system. The Civil Procedure Law is applicable in the Industrial Relations Court (unless otherwise stipulated by Law 2/2004).

The proceedings at the Industrial Relations Court theoretically should not exceed 50 working days from the first hearing.

Supreme Court

For disputes over termination of employment, if a party does not agree with the decision of the Industrial Relations Court, it may bring the case to the Supreme Court (through the Sub-registrar office of the Industrial Relations Court) no later than seven working days after the date of the decision (for parties who are present at the court decision hearing) or seven working days after the date of decision notification (for parties who are absent).

The Sub registrar's office must submit the case dossiers to the Head of the Supreme Court within 14 working days after the date of the cessation appeal has been received.

As stipulated by Article 115 of Law 2/2004, settlement of disputes over termination of employment at the Supreme Court shall be made in no more than 30 working days after the date the cassation appeal has been received.

Negotiated Resignation Approach

One of the key exceptions to the general rule that the termination of an employee must first be approved by the industrial relation dispute settlement agency is where the employee voluntarily resigns. This is an important exception and widely implemented under the so-called “negotiated resignation approach.”

In this preferred approach, the employer would approach the employee in question to persuade the person to sign a “negotiated resignation letter.” A negotiated resignation assumes as a baseline a severance payment calculation, the statutory formula applicable to a termination and some additional incentive for prompt settlement. It is not a “termination,” as such, because that would involve mediation at the local Manpower Office (or conciliation process) and then proceedings at the Industrial Relations Court as described above. The time spent in obtaining the decision justifying the termination of employment could take anywhere from four to six months (in a contested proceeding) after dealing with the bureaucracy, which requires large amounts of management time and incurs substantial legal fees. If the employee refuses to sign a negotiated resignation letter (because he or she does not really see himself or herself as having resigned voluntarily), but does agree on the amount of a retrenchment package (which sometimes happens in practice), the company and the employee can enter into a “settlement agreement.” The net effect is essentially the same as a negotiated resignation.

Termination Payment Entitlement

The termination payment entitlement of an employee depends on whether the employee is employed under a definite period employment agreement or an indefinite period employment agreement.

Termination Payment For Indefinite Period Employees

The termination payment paid to terminated indefinite period employees consists of three elements: severance pay, long service pay and compensation of rights.

Whether an employee is entitled to severance pay, long service pay, compensation of rights and separation payment depends on the reason for termination of employment.

Separation Payment (“uang pisah”)

In addition to the existing three elements of a termination package, the Labor Law introduced a new element, i.e., the concept of a “separation payment” (“uang pisah”). This payment is applicable where the employment termination involved the employee’s voluntary resignation or where the termination involved the employee’s absence without leave for five consecutive working days or more.

The Labor Law stipulates that the amount of the “separation payment” is as stipulated under the employment agreement, the applicable company regulation or the collective labor agreement. In past practice, few company regulations, employment agreements or collective labor agreements dealt with this subject. In current practice, there seems to be a tendency for companies to address the issue of separation payment in the company regulation or the collective labor agreement.

Under the New Labor Law, “separation pay” is only to be granted to the worker whose duties and functions do not “directly represent” the company’s interest. The law is not clear who would be included in this category of employees. However it is generally assumed that a worker whose duties and functions directly represent the company’s interest refers at a minimum to the members of the company’s Board of Directors. Some Manpower Officials have interpreted this provision to mean “managerial level employees” as well (for example, HR managers, finance managers, and so on.).

Termination Payment For Definite Period Employees

An employee employed under a definite period employment agreement who is terminated before the contract period expires is not entitled to termination payment that consists of severance pay, long service pay and compensation of rights. In that situation, any party that terminates a definite period employment agreement before its expiry is obligated to pay to the other party compensation in the amount equal to the definite period employee’s salary up until the definite period employment agreement should have expired.

Salary During Process Of Termination

Previously, an employer was obligated to pay an employee’s salary during the termination process for up to six months or until the committee for the settlement of labor disputes issued its decision, whichever was earlier. The Labor Law does not set such a limitation. It only stipulates that as long as the industrial relations dispute

settlement agency has not issued its decision, both the employer and the employee must carry out all of their respective obligations. It is contemplated that “respective obligations” means the obligation to continue working (for the employee) and to pay the salary (for the employer).

It is important to understand the reason for the absence of the previous reference to a six-month limitation on payments during the process of termination. Law 2/2004 stipulates the maximum period for the settlement of labor disputes, depending on the type of the dispute. There are four types of disputes subject to resolution by various settlement mechanisms. For example, the maximum period for the settlement of termination disputes (from the bipartite negotiation until the decision of the Industrial Relations Court is issued) appears to be 152 working days or approximately seven months.

Salary During Detention

The employer is not required to pay the salary if a worker is arrested for allegedly committing a criminal act. However, instead of salary, the employer is required to provide assistance to the employee’s dependants. The amount of the assistance depends on the number of dependant(s) and ranges from 25% to 50% of the employee’s monthly salary.

Salary During Long-Term Illness

The Labor Law provides that an employee who is ill is not obliged to work. The employee’s salary during absence due to illness is calculated as follows:

- First four months of illness: 100%
- Second four months of illness: 75%
- Third four months of illness: 50%
- Each subsequent months illness: 25% (until termination of employment).

The employer is entitled to terminate an employee after the lapse of a 12-month period of long-term sick leave. The Labor Law entitles an employee to apply for the termination of employment due to his or her continuing illness and to receive a termination payment. However, the Labor Law does not provide a specific formula for termination by the employer because of long-term absence due to illness.

Employment Discrimination

Laws On Employment Discrimination

The Labor Law provides that every worker has the same opportunity to obtain a job without discrimination. The Labor Law also provides that every worker has the right to receive equal treatment from the employer without discrimination. The employer must provide rights and obligations for workers without discriminating by sex, ethnic group, race, religion, skin color and political alliance.

Protection For Female Workers

Non-discrimination between male and female workers is a concept that has been introduced long before the Labor Law went into effect. Indonesia has ratified several ILO Conventions dealing with non-discrimination between male and female workers, i.e.:

- ILO Convention No. 100 concerning Equal Remuneration for Men and Women Workers for Work of Equal Value (by virtue of Law No. 80 of 1957);
- ILO Convention on the Elimination of All Forms of Discrimination against Women (by virtue of Law No. 7 of 1984); and
- ILO Convention No. 111 concerning Discrimination in respect of Employment and Occupation (by virtue of Law No. 21 of 1999).

The right to employment and fair and appropriate remuneration and treatment in employment relationship is also protected under Article 28D paragraph 2 of the 1945 Constitution (as amended).

Furthermore, the prohibition on discrimination in employment matters is also regulated under the Human Rights Act. The Human Rights Act provides that:

- All people are born free having the same and equivalent human dignity and are gifted with minds and conscience to live in a society, nation and state in the spirit of brotherhood.
- All people have the right to a just legal recognition, guarantee and protection and to obtain legal certainty and equal treatment before the law.
- All people have the right to human rights protection and basic human freedom without discrimination.

- Every citizen has the right to obtain proper work in accordance with his or her talent, qualification and ability.
- Every person is free to choose the work he or she enjoys and has the right to fair employment conditions.
- Every person, male and female, who performs the same, comparable, equivalent or similar work, has the right to obtain the same wage and employment requirements.
- Every person, male and female, in performing the job that is suitable to his or her human dignity is entitled to a just wage in accordance with his or her performance in order to ensure the welfare of his or her family.

In addition to the Labor Law, there are ministerial regulations and circular letters issued prior to the effectiveness of the Labor Law, which have also prohibited discrimination against female employees, such as:

- Circular Letter of the Minister of Manpower No. SE-04/M/BW/1996 on the Prohibition of Discrimination against Female Workers in Company Regulations of Collective Labor Agreement;
- Minister of Manpower Regulation No. Per-03/Men/1989 on the Prohibition of Termination of Female Workers due to Marriage, Pregnancy or Giving Birth.

Despite the above ratified ILO Conventions, as well as Indonesian law and regulations prohibiting discrimination between male and female employees, in practice difference of treatment between male and female employees in a company still exists. For instance, medical benefits of a married male employee often covers his wife and children, whereas a married female employee is entitled to medical benefits as if she were single (not covering her husband and children). The rationale behind this is that a married male employee is considered as the bread-earner of the family, whereas a female employee is deemed a dependant of a male employee and, thus, is not the family bread-earner. Of course, this will be different if the female employee can prove that she is the bread-earner of the family (for instance, she is a single parent or her husband is disabled or unemployed). She is then entitled to medical benefits covering her husband and children.

Female workers who are ill on the first and second day of the menstruation period (so that they cannot perform work) are entitled to menstruation leave. In practice,

the employer will require the female workers to provide doctor's certificate if they wish to take menstruation leave. A female worker is also entitled to maternity leave, i.e., 1.5 months before and after she delivers her baby and a 1.5 month miscarriage leave.

The Labor Law prohibits the employer from:

- Employing female workers who are less than 18 year of age from working from 11 pm to 7 am.
- Employing a pregnant female worker who according to a physician's statement will endanger her health and safety of her pregnancy and herself if she works between 11 pm to 7 am.

The Labor Law obligates an employer employing female workers between 11 pm to 7 am:

- To provide nutritious food and beverage;
- To protect morals and safety at the place of work; and
- To provide transportation from and to the work place.

Protection For Disabled Workers

The Labor Law provides that an employer employing disabled workers must provide protection in accordance with the types and levels of their disability. The protection could be in the form of the provision of access, job tool, and self protective equipment that are suitable to the type and level of disability.

There is also a requirement for the employment of disable persons regulated under Minister of Manpower Decree No. Kep-205/Men/1999. Under this Decree, an employer having 100 employees is obligated to employ at least one disabled person in accordance with the job conditions and qualifications. The Decree also requires an employer using high technology having at least 100 employees to employ one or more disabled persons.

Protection For Child Worker

Basically an employer is prohibited from employing children. This provision may be exempted for children between 13 years and 15 years of age to carry out light work

to the extent that it does not disturb their physical, mental and social development and health. The employer that wishes to employ the children between 13 years and 15 years must fulfill the following requirements:

- Obtaining written permission from the parents or guardian;
- Enter into an employment agreement between the employer and the parents or guardian;
- Establish a workday of no more than three hours; and
- Carry out the work during daytime and not interrupting school time.

Children who are at least 14 years old may carry out work at the place of work that is a part of an education curriculum or training ratified by an authorized official.

In the event a child is employed together with an adult worker, the place of work of the child must be separated from the place of work of the adult worker. A child is considered to be working if he or she is present in the place of work, unless proven to the contrary.

Indonesia has ratified ILO Convention No. 138 concerning Minimum Age for Admission to Employment, by issuing Law No. 20 Year 1999.

Employee Remedies For Employment Discrimination

Based on the general law of tort as provided under Article 1365 of the Indonesian Civil Code, an aggrieved party may claim damages caused by an unlawful action of the other party, as long as such unlawful action has caused actual losses to the aggrieved party. In practice, the employee will use this Article 1365 to claim damages caused by employment discrimination.

It is also possible for an employee to terminate the employment relationship and to claim a termination package, if the employer's action can be categorized as assaulting, rudely humiliating or threatening the worker.

Potential Employer Liability For Employment Discrimination

If it is proven that the employer committed a violation of the employment discrimination provisions by rudely humiliating, assaulting and threatening the worker, the employer may be held liable for the termination package for the employees who wishes to

terminate the employment relationship. The employer may also be liable for damages to the employee based on Article 1365 of the Indonesian Civil Code, if the employee files a civil claim to the District Court.

If so, the employer will be subject to:

- Administrative sanction for violation of Articles 5 and 6 of Labor Law regarding equal opportunity and equal treatment provisions under the Labor Law. The administrative sanctions consists of warning, written warning, limitation of business activities, freezing of business activities, cancellation of approvals, cancellation of registrations, temporary shut down of a part or all of the production equipment and revocation of license.
- Criminal detention of a minimum one month and a maximum 12 months and/or a fine of a minimum Rp 10 million and a maximum of Rp 100 million for the violation of:
 - Article 67 regarding the protection of disabled workers;
 - Article 76 regarding the protection of female workers; and
 - Article 71(2) regarding the requirement to employ children to develop their talents and interests.
- Criminal imprisonment of a minimum one year and a maximum four years and/or a fine of a minimum Rp 100 million and a maximum Rp 400 million for violation of:
 - Article 68 regarding the employment of children;
 - Article 69 (2) regarding the requirements to employ children for light work.

Practical Advice To Employers On Avoiding Employment Discrimination Problems

In order to avoid the employment discrimination problem, it is important for the employers to address this issue in the Company Regulations/Collective Labor Agreement and to provide a sanction for an employee who violates these provisions or policy. It is also important to conduct a special session for the employees (at least once – as part of the orientation program) to discuss the employment discrimination

issues. The employees must also understand that the employer requires them to immediately report to the employer any violation of employment discrimination policy that is committed by other employees.

Harassment

Definition Of Harassment

Harassment can take various forms. Typically, as long as the words, gestures or action of a person directed at another person tend to annoy, alarm or verbally abuse such other person (additionally, causing emotional distress on the other person), such word, gesture or action may be considered as harassment.

In practice, “harassment” is often specifically associated with “sexual harassment.” Sexual harassment is generally considered as exposure to unwanted verbal or physical conduct of a sexual nature.

Laws On Sexual Harassment

Sexual harassment is an issue that has not yet been much regulated in Indonesia. However, there is a general provision in the Indonesian Criminal Code on crimes against decency (*kesopanan*). Although there is no specific mention of the words “sexual harassment”, Article 281 of the Criminal Code can be used as the basis for filing a complaint against such an act by another party.

Article 281 reads:

“Imprisonment of a maximum period of two years and eight months or a maximum fine of Rp. 4,500 will be imposed on:

- whoever intentionally breaks the norm of decency in a public place; or
- whoever intentionally breaks the norm of decency in the presence of any other individual who is present without his or her own desire.”

The Labor Law previously stipulates that an immoral act could be used as the basis for immediate termination of employment (“Article 158 Paragraph d”). Unfortunately, in October 2004, the Indonesian Constitutional Court (*Mahkamah Konstitusi*) issued a decision which, among other things, stipulates that Articles 158 (including Article 158 Paragraph d) and Article 159 of Law 13 contradict the 1945 Constitution of the Republic of Indonesia, and therefore are not legally binding. In its decision, the

Indonesian Constitutional Court argued that immediate termination of employment for a major mistake, including committing an immoral act (which was possible under Article 158), gives excessive authority to the employer to unilaterally terminate an employee without due process of law, i.e., without having the prior decision of an independent and impartial court. Furthermore, the Indonesian Constitutional Court also ruled that Article 159 puts an unfair burden of proof on the employee since the terminated employee needs to prove that he or she is not guilty of a major mistake as alleged by the employer.

Based on the above decision, which states that Articles 158 and 159 are no longer legally binding, it seems that immediate termination of an employee because of his or her major mistake is no longer permitted, and an employer can only terminate an employee for a major mistake after the employee has been convicted by a criminal court or six months after the employee is arrested by the authorities and the employee is not able to carry out his or her work due to the criminal proceeding. However, the employer may be required to re-employ the worker if the worker is found not guilty by the court.

Employee Remedies For Sexual Harassment

As in the employment discrimination case, an employee may claim damages caused by unlawful action based on Article 1365 of the Indonesian Civil Code, as long as such unlawful action has caused actual losses to the aggrieved party.

The employees will also have the right to terminate the employment relationship if the company gives work that endangers his or her life, safety, health and morale where such work is not mentioned under the employment agreement. According to the Manpower Department, work that exposed employees to sexual harassment can be deemed as the “work that endangers the employees’ life, safety, health and morale.”

Potential Employer Liability For Sexual Harassment

If the employer is found to have given an employee work that endangers his or her life, safety, health and morale, while such work is not mentioned under the employment agreement, the employer may be liable to pay the following to the employee who wishes to terminate the employment relationship: [2 x severance pay] + [1 x long service pay] and [1 x compensation of rights].

In addition to the above, the employer may also be liable for damages claimed by the Employee under Article 1365 of the Indonesian Civil Code, if the work given by the employer exposed the employees to sexual harassment.

The criminal imprisonment of a maximum of two years and eight months or a maximum fine of Rp. 4,500 may be imposed on an employer or person who is proven to have committed a crime against decency under Article 281 of the Indonesian Criminal Code.

Practical Advice To Employers On Avoiding Sexual Harassment Problems

There are no specific training requirements on sexual harassment in applicable regulations. In practice, however, the provisions on sexual harassment and internal complaint procedures frequently are extensively regulated under the company regulations (a company that employs 10 employees or more is required to have this company regulations). The company is obligated to notify and explain the contents as well as provide the company regulations and its amendment to all workers. The standards set are applied by the company management as opposed to being required by statute.