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Legal Protection against Unilateral Termination of Employment by Companies in Indonesia

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ABSTRACT

This study aims to analyze legal protection against unilateral termination of employment by companies in Indonesia. In Indonesia, termination of employment (PHK) is regulated by Labor Law No. 13 of 2003 and related laws and regulations. It's just that sometimes companies do Unilateral Termination of Employment which can be detrimental, especially for workers. To analyze this, normative legal research methods are used. Legal materials are collected through inventory procedures and identification of laws and regulations, as well as classification and systematization of legal materials according to research problems. The results of the study show that legal arrangements for termination of employment are regulated in Law no. 2 of 2004 concerning Settlement of Industrial Relations Disputes, Government Regulation Number 35 of 2021 concerning Work Agreements for a certain time, Outsourcing, Working Time and Rest Time, and Termination of Employment. Rights due to termination of employment are regulated in Article 40 of Government Regulation Number 23 of 2021 Law Number 2 of 2004 concerning Settlement of Industrial Relations Disputes, the role of workers/labor organizations as an element of collective power in settling industrial relations disputes has shifted to being replaced by the individual struggle of each worker/laborer, so workers tend to be pragmatic in accepting the company's offer even if it is detrimental.

Keywords: Legal Protection, Unilateral Termination of Employment, Companies in Indonesia, Labor Law

INTRODUCTION

Legal protection against unilateral termination of employment by companies may vary depending on the rules and regulations in force in a country (Berg et al., 2004). Generally, countries have laws governing employee rights and the procedures companies must follow in terminating employees (O'Rourke, 2003). The following are some aspects of legal protection that generally exist in the context of unilateral termination of employment: First, the Employment Contract: If there is a work contract between the company and the employee, the rules in the contract must be followed by both parties. If the company unilaterally terminates employment without a valid reason or violates the terms of the contract, the employee may file a lawsuit.

Second, Labor Laws: Many countries have labor laws that protect the rights of employees and regulate termination procedures. These laws often restrict companies from unilaterally terminating employees without a valid reason. If the company violates labor laws, employees can file lawsuits.

Third, Payment of Compensation: If unilateral termination of employment occurs in violation of law or without valid reasons, the company may be required to pay compensation to the dismissed employee. The amount of compensation is usually determined by applicable laws or regulations.

Fourth, Dispute Settlement Procedures: Countries generally provide dispute resolution mechanisms between companies and employees, such as courts or arbitral institutions. Employees who consider themselves terminated unilaterally can use this mechanism to resolve disputes with the company.

It is important to note that specific legal protections may vary between countries and may change from time to time (Safavian & Sharma, 2007). If a person is facing unilateral termination of employment, it is advisable to seek legal advice according to the applicable jurisdiction to understand the rights and procedures that apply in such cases (Goodman & Jinks, 2008).

In Indonesia, Termination of Employment *(Pemutusan Hubungan Kerja, PHK)* is regulated by Labor Law No. 13 of 2003 and related laws and regulations (Thalib et al., 2020). Some important things to know about layoffs in Indonesia are as follows:

1. Reasons for Termination: There are several reasons that can be legal grounds for dismissal, including company restructuring, company closure, technology change, business failure, or other reasons determined by company regulations.
2. Termination procedures: Termination procedures must be carried out in accordance with applicable legal provisions. Companies must provide written notice to employees who will be laid off, provide opportunities for employees to provide a defense or clarification, and hold meetings with trade unions or employee representatives.
3. Layoff Compensation: Employees who are laid off are entitled to receive a number of compensation according to law, such as severance pay, long service pay, and other rights that have been accumulated while working at the company.
4. Protection of employee rights: The Labor Code provides protection against unauthorized termination of employment. If employees feel that the termination was carried out illegally, they can file a lawsuit with the industrial relations court or seek assistance from the Wages Council or other relevant agencies.
5. Trade unions: Companies must involve trade unions or employee representatives in the layoff process.

The issue of Termination of Employment (PHK) is still a complex issue. In recent years, layoffs have become increasingly common amidst the coronavirus pandemic that hit the country, which has not been resolved until now (Hamid, 2021). The impact of the corona virus pandemic that has hit almost all countries has caused big problems in the economic sector (Hasudungan et al., 2022). A pandemic is a virus that has spread throughout the world, including Indonesia (Kadir et al., 2022). The impact has not only claimed many victims, but also has had a major impact on the movement of the economy in Indonesia (Mardiansyah, 2020).

Layoffs are company activities/routines for the company's sustainability for various reasons such as efficiency (Akaka et al., 2023), it's just that each company also applies internal regulations (company regulations) which in the law also mention this. So layoffs are no longer taboo in the world of work (PITHAN et al., 2020).

A number of companies make various policies to maintain their business. Starting from not doing production, temporarily closing their business, even terminating employment (PHK) of some of their employees due to cash flow difficulties. If every company has the ability to survive the current situation respectively. However, the survival of the company also has a limit. Considering that because people's consumption power is declining at this time (Devi et al., 2020). The main factor in the problem of the emergence of many layoffs can be the public's consumption of goods produced by these companies which is currently declining. Which then affects the company's income.

The government's efforts to deal with the impact of the pandemic on layoffs through the government's pre-employment card program are right on target (Habsari, 2022). Economic growth has fallen, the potential for layoffs has increased. It is possible that layoffs have the potential to increase crime rates due to economic pressure. The Indonesian Trade Union Association has asked the government to seriously prevent Termination of Employment (PHK) amid the Covid-19 pandemic (Olivia et al., 2020). Mass layoffs are also not a humane decision for now. Entrepreneurs are not whiny as if all the company profits that they have been able to share have disappeared due to Covid-19 (Zarkasyi, 2008). In addition to layoffs, several companies offer their employees to take unpaid leave or be laid off. This is done so that the company can survive.

Whereas to support job creation, it is necessary to adjust various regulatory aspects related to facilitation, protection and empowerment of cooperatives and micro, small and medium enterprises, enhancing the investment ecosystem, and accelerating national strategic projects, including increasing the protection and welfare of workers.

Worker is any person who works by receiving wages or other forms of compensation as regulated in Article 1 number (3) of Law no. 11 of 2020 concerning Job Creation (Purnama et al., 2021). In this dimension there are two elements, namely people who work and receive wages or other forms of compensation. Besides that, workers are part of the workforce, namely workers who work in an employment relationship, under the orders of the employer.

Whereas in article 1 number (6) letter a of Law no. 11 of 2020 concerning Job Creation states that a company is any form of business that is a legal entity or not, owned by an individual (Aziz & Febriananingsih, 2020), owned by an association, or owned by a legal entity, both privately owned and state owned, which employs workers by paying wages or other forms of compensation. There are two types of companies, namely private companies and state companies. Examples of private companies are national private companies, foreign private companies and mixed private companies (joint ventures).

The legal relationship between companies/ employers and workers/labourers based on work agreements, which have elements of work, wages and orders is called a work relationship (in Article 1 number (15) of Law No. 11 of 2020 concerning Job Creation) (Kasih, 2022). A work agreement is an agreement between a worker/laborer and an entrepreneur or employer which contains the terms of work, the rights and obligations of the parties as stipulated in Article 1 number (14) of Law no. 11 of 2020 concerning Job Creation (Khoe, 2021). With the existence of a basic work agreement that has been agreed upon by the parties (between the company and the worker) will create or birth the rights and obligations between the company and the worker. Such as the rights of a worker, namely to receive wages, receive allowances, compensation for rights and award money, while his obligation is to do work according to what is ordered by the company. And the right of the company/employer is to have the right to obtain the work done by the worker and the termination of employment, while the obligation of the company/employer is to pay workers' wages, severance pay, compensation for rights and award money.

To find out the status of workers can be seen from the work agreement agreed by the parties. In labor law, according to the Job Creation Law, it is divided into 2 types, namely: work agreements for an unspecified time (PKWTT) and work agreements for a certain time (PKWT). If the worker is a PKWTT (work agreement for an unspecified time), then the status of the worker is a permanent worker, while PKWT (work agreement for a certain time) means the status of the worker is a contract worker. In PKWTT workers are still given a

probationary period, while PKWT does not apply a probation period.

As regulated in article 1 paragraph (10) PP No. 35 of 2021 states that "a work agreement for a certain time is a work agreement between workers and employers to enter into a work relationship for a certain time or for certain workers". One of the work agreements for a certain time in the workforce is contract workers. Contract workers are workers intended for a certain period of time. A work contract based on a term can be made for a maximum of 5 years

Then Article 2 explains about the employment relationship that: 1) The employment relationship occurs because of a work agreement between the entrepreneur and the worker/labourer, 2) The work agreement is made in writing or verbally, 3) The written work agreement is carried out in accordance with the provisions of the law - invitation, 4) Work agreements are made for a certain time or for an unspecified time

As previously stated, manpower issues are very broad and complex, covering, among other things, manpower information and planning, regional employment and overseas placement, training, and work productivity. Labor issues also cover working conditions, including working hours and rest periods, wages and social security, working relations between workers/laborers and employers, occupational safety and health, increasing company productivity, dispute resolution, labor protection, freedom of association, expanding employment opportunities to overcome unemployment and poverty. The right to organize and develop trade/labor unions is only a small part of the labor problem.

Termination of Employment (PHK) is something that every employee does not want to happen, but this cannot be avoided because companies have various reasons to maintain the continuity of the company. Therefore the authors are interested in conducting research in the form of a thesis with the title "Legal Protection against Unilateral Termination of Employment by Companies in Indonesia".

MATERIALS & METHODS

Normative law research uses normative case studies in the form of legal behavior products, for example reviewing laws (Efendi & Ibrahim, 2018). The main subject of the study is law which is conceptualized as a norm or rule that applies in society and becomes a reference for everyone's behavior. So that normative legal research focuses on positive law inventory, legal principles and doctrine, legal discovery in in concreto cases, legal systematics, level of synchronization, comparative law and legal history (Bachtiar, 2018).

Based on the explanation above, the authors decided to use the normative legal research method to research and write a discussion on Legal Protection Against Unilateral Termination of Employment by Companies in Indonesia as a legal research method. The use of normative research methods in research efforts and research writing is motivated by the suitability of the theory with the research methods required by the author, in particular the rules contained in the Law on Legal Protection Against Unilateral Termination of Employment by Companies in Indonesia.

Legal materials are collected through inventory procedures and identification of laws and regulations, as well as classification and systematization of legal materials according to research problems. Therefore, the data collection technique used in this study was a literature study. Literature study is done by reading, studying, taking notes, making reviews of literature materials that are related to this research. This research is normative legal research, (juridical) as for the data sources used in this study.

RESULT

Unilateral termination of employment (PHK) by the company

In essence, companies cannot unilaterally lay off employees, because Law no. 13/2003

states that termination of employment must be based on negotiations and agreements between employers (employers/companies) and employees (Hanifah, 2020). In addition, companies also cannot arbitrarily lay off employees. The reasons for determining the layoffs have been explained in detail through Law no. 11/2020. Apart from these reasons, employers cannot make layoffs.

But apart from the reasons stated above, based on Article 52 paragraph (2) Government Regulation Number 35 of 2021 concerning Work Agreements for Specific Time, Outsourcing, Working Time and Rest Time, and Termination of Employment (PP No. 35/2021) explains that dismissal can be carried out if the employee commits an urgent violation regulated in the work agreement, company regulations, or collective bargaining agreement (Adityaningrum & Siswanto, 2022). In this case, companies can carry out layoffs without prior notification to employees (Article 52 Paragraph (3) PP No. 35/2021).

So that companies can lay off employees directly, if employees are found to have committed urgent violations. Furthermore, Explanation of Article 52 Paragraph (2) PP No. 35/2021 provides examples of urgent violations (Nababan et al., 2022), such as:

1. Commit fraud, theft, or embezzlement of goods and/or money belonging to the company;
2. Provide false or falsified information to the detriment of the company;
3. Drunk, drinking intoxicating liquor, using and/or distributing narcotics, psychotropics, and other addictive substances in the work environment;
4. Committing immoral acts or gambling in the work environment;
5. Attacking, abusing, threatening, or intimidating colleagues or employers in the work environment;
6. Persuade co-workers or employers to commit acts that are contrary to laws and regulations;
7. Carelessly or intentionally damaging or leaving in a state of danger the property of the company which causes losses to the company;
8. Recklessly or intentionally letting co-workers or employers be in a dangerous situation at work;
9. Disclose or leak company secrets that should be kept secret except for the interests of the state; or
10. Commit other acts within the company which is punishable by imprisonment of 5 (five) years or more.

Unilateral termination of employment (PHK) by a company in Indonesia refers to a situation where a company terminates the employment relationship with an employee without the consent or confirmation of the employee. The following is an explanation of unilateral layoffs by companies in Indonesia (Taufiq & Hidayat, 2011), namely:

1. Unilateral reason for dismissal
   Companies can carry out termination of employment unilaterally for several reasons stipulated in the Labor Law No. 13 of 2003, such as serious violations committed by employees, significant performance deficiencies, or economic reasons such as company restructuring or business failure.
2. Unilateral termination procedures
   Although unilateral termination of employment is permitted, companies must still follow the procedures prescribed by law. Companies must provide written notice to employees who will be laid off, provide opportunities for employees to provide a defense or clarification, and hold meetings with trade unions or employee representatives.
3. Unilateral layoff compensation
   When a company carries out a unilateral layoff, the company is obliged to provide compensation to employees in accordance with legal provisions. This compensation includes severance pay, long service pay, and other rights that have been accumulated while working at the company.
4. Protection of employee rights

The Labor Law provides protection against unauthorized dismissal or not according to established procedures. If employees feel that the unilateral termination was carried out illegally, they can file a lawsuit with the industrial relations court or seek assistance from the Wages Council or other relevant agencies.

5. Trade unions
   In cases of unilateral layoffs, companies are still required to involve trade unions or employee representatives in the process. Trade unions have a role in protecting employee rights and can negotiate with companies regarding better compensation.

It is important to note that unilateral layoffs must be carried out in accordance with applicable legal provisions. Each layoff case may have different factors and require individual handling. If you have further questions or if you are facing the issue of unilateral termination, it is advisable to consult a labor law expert or relevant agency for more detailed and appropriate advice (Utami, 2022).

Impact of Termination of Employment *(Pemutusan Hubungan Kerja, PHK)* unilaterally by the company

Unilateral termination of employment (PHK) by companies in Indonesia can have significant repercussions for employees affected by layoffs, as well as for the company itself (Erowati & Dewi, 2021). The following are some of the impacts that may arise as a result of unilateral layoffs, namely:

Impact on employees:

1. Uncertainty and stress: Unilateral layoffs can create uncertainty and anxiety for employees who lose their jobs suddenly. Employees may experience stress, lose confidence, and have difficulty finding a new job.
2. Loss of source of income: Layoffs can cause employees to lose their main source of income. This can impact personal finances, day-to-day needs, and the ability to meet financial obligations.

Impact on society:

1. Unemployment rate: Unilateral layoffs can increase the unemployment rate in a given area or sector. This can have a negative impact on the economy and welfare of society at large.
2. Potential social conflict: If unilateral layoffs are massive and unfair, it can create social tension and increase the risk of conflict between employees, the company and the union.

Impact on the company:

1. Company reputation: Unilateral layoffs carried out by a company can damage the company's reputation in the eyes of employees, society and customers. This can have a negative impact on the company's image and public trust in the company.
2. Potential legal disputes: If a unilateral termination of employment is deemed unlawful by employees or violates applicable legal provisions, the company risks facing legal disputes, claims for damages or other sanctions.

In some cases, unilateral layoffs can also affect the relationship between the company and the union. Unions may take action through advocacy, negotiation, or protest against layoff decisions deemed unfair or unlawful. It is important for companies to consider the social and economic impacts that may occur as a result of unilateral layoffs and comply with applicable legal provisions. Companies can also look for other alternatives such as internal restructuring or outplacement programs to help laid-off employees find new job opportunities.

Obstacles in Settlement of Disputes on Termination of Employment

The following are some of the obstacles in the Settlement of Disputes on Termination

of Employment (Palmer & Piper, 2023), namely:

1. There is an inconsistency between legal principles or norms and the values of Pancasila, because in humanity the workers/laborers who must receive protection are faced with various difficulties in the litigation process
2. There is an inconsistency between legal principles or norms and their implementation in the field. Among them is the problem of time, being longer than the time specified by law, and the absence of strict sanctions for those who have violated what has been determined by law.
3. The unpreparedness of the parties to implement industrial relations idealism, which leads to prioritizing the interests of each party. The philosophical basis is no longer for deliberation to seek a settlement of cases. But based on philosophy with the aim to win the case.
4. With the case settlement process as stipulated by Law Number 2 of 2004 concerning Settlement of Industrial Relations Disputes, the role of workers/labourers' organizations as an element of collective power in the settlement of industrial relations disputes shifts to being replaced by the individual struggle of each worker/laborer, so that workers tend to be pragmatic to accept the company's offer even if it's to the detriment

According to Law no. 2 of 2004 concerning Settlement of Industrial Relations Disputes, layoffs are legal when the company and workers both agree (Handayani et al., 2022). Workers who are not accepted to be laid off unilaterally can take these two ways, namely:

1. Collective Agreement

The collective agreement is a consensus deliberation of the disputing parties. The existence of a collective agreement means that both parties voluntarily accept and agree to termination of employment and severance pay or compensation for termination of employment stated in the collective agreement.

A collective agreement that has been signed but has not been registered with the court cannot be canceled or denied by either party. This is because the collective agreement binds the parties like a law. Then, the collective agreement on termination of employment which promises severance pay or compensation for termination of employment whose value is not in accordance with what is mandated by the provisions of Articles 156-169 of Law no. 13 of 2003 is legally valid according to the principle of freedom of contract.

2. Industrial Relations Court

If both parties have not found an agreement through a collective agreement, then the dispute between the employer and the worker can be brought to the Industrial Relations Court. The Industrial Relations Court *(Pengadilan Hubungan Industrial, PHI)* functions to resolve disputes that occur between employers and workers or trade unions.

In addition to handling cases of layoffs that occur because there is no agreement on the termination of employment relations carried out by one of the parties, the PHI also handles other cases of industrial relations disputes, namely disputes over rights, disputes over interests, and disputes between trade/labor unions.

In PHI, the procedure provided is usually through industrial relations mediation or industrial relations conciliation or industrial relations arbitration. If this route cannot be taken, then it can be requested to be resolved at the Industrial Relations Court. So, the efforts that can be made in the event of a unilateral layoff from the company are workers can submit a collective agreement or settle cases at the Industrial Relations Court.

DISCUSSION

Legal Arrangements for Termination of Employment (PHK)

Law No. 2 of 2004 concerning the Settlement of Industrial Relations Disputes in Article 2 has determined 4 types of industrial relations disputes (Maswandi, 2017), namely:

1. Rights disputes;
2. Interest disputes;
3. Disputes on termination of employment; and
4. Disputes between trade unions/labor unions only within one company.

In this study the author will discuss about the termination of employment. Article 1 paragraph (15) PP No.35 of 2021 Concerning Work Agreements for Specific Time, Outsourcing, Working Time and Rest Time, and Termination of Work Relations stipulates that termination of employment is termination of employment due to a certain matter which results in the end of rights and obligations between workers/laborers and companies (Hutabarat et al., 2021). Termination of Employment can occur for the following reasons (Frivanty & Ramadhani, 2020):

1. The company merges, consolidates, takes over, or separates the company and the worker/labourer is not willing to continue the employment relationship or the employer is not willing to accept the worker/labourer;
2. The company carries out efficiency measures followed by the closure of the company or not followed by the closure of the company because the company suffers losses;
3. The company closed because the company suffered continuous losses for 2 (two) years;
4. The company is closed due to force majeure;
5. The company is in a state of postponement of debt payment obligations;
6. Bankrupt company;
7. There is an application for Termination of Employment Relations submitted by the Worker/Labourer on the grounds that the Employer has committed the following actions:
   a. Abuse, insult rudely, or threaten Worker/Labourer;
   b. Persuading and/or ordering Workers/Labourers to take actions that are contrary to laws and regulations;
   c. Failure to pay Wages at the specified time for 3 (three) consecutive months or more, even though the Employer pays Wages on time after that;
   d. Does not carry out the obligations that have been promised to the Worker/Labourer;
   e. Ordering Worker/Labourer to carry out work other than what was agreed upon; or
   f. provide work that endangers the life, safety, health and morals of Worker/Labourer while the work is not stated in the Work Agreement;
8. There is a decision of the industrial relations dispute settlement institution stating that the Employer has not committed the act as referred to in letter g against the application submitted by the Worker/Labourer and the Employer decides to terminate the Employment Relations;
9. Workers/Labourers resign of their own free will and must meet the following requirements:
   a. Apply for resignation in writing no later than 30 (thirty) days prior to the start date of resignation;
   b. Not bound by official ties; And
   c. Continue to carry out its obligations until the starting date of resignation;
10. Worker/Labourer is absent for 5 (five) working days or more consecutively without written statement accompanied by valid evidence and has been summoned by the Employer 2 (two) times properly and in writing;
11. Worker/Labourer commits a violation of the provisions stipulated in the Work

Agreement, Company Regulations, or Collective Labor Agreement and has previously been given the first, second, and third warning letters consecutively each valid for a maximum of 6 (six) months unless otherwise stipulated in the Agreement Work, Company Regulations, or Collective Bargaining Agreements;

12. Workers/Labourers are unable to work for 6 (six) months as a result of being detained by the authorities because they are suspected of having committed a crime;
13. Workers/Labourers experience prolonged illness or disability as a result of a work accident and are unable to carry out their work after exceeding the 12 (twelve) month limit;
14. Workers/Labourers entering retirement age; or
15. Worker/Labourer dies.

Employers, workers/labourers, trade unions/labor unions and the government must strive to prevent termination of employment (Jumiati & Rohmah, 2022). In the event that Termination of Employment is unavoidable, the intent and reasons for Termination of Employment are notified by the Employer to the Workers/Labourers and/or the Worker/Labor Union within the Company if the Worker/Labourer concerned is a member of a Worker/Labor Union. Notification of Termination of Employment is made in the form of a letter of notification and is delivered legally and properly by the Employer to Workers/Labourers and/or Trade Unions/Labour Unions no later than 14 (fourteen) working days prior to Termination of Employment. In the event that the Termination of Employment is carried out during a probationary period, the notice shall be submitted no later than 7 (seven) working days before the Termination of Employment.

In the event that the Worker/Labourer has received a letter of notification and does not refuse the Termination of Employment (Kosim & Gunardi, 2022), the Employer must report the Termination of Employment to the ministry administering government affairs in the manpower sector and/or the agency administering government affairs in the province and district/city manpower sector.

1. Worker/Labourer who has received a notice of Termination of Employment and refuses, must make a letter of refusal accompanied by reasons no later than 7 (seven) working days after receiving the notice.
2. In the event of a difference of opinion regarding Termination of Employment, the settlement of Termination of Employment must be carried out through bipartite negotiations between Employers and Workers/Labourers and/or Trade Unions/Labor Unions.
3. In the event that the bipartite negotiations as referred to in paragraph (2) do not reach an agreement, the next stage of termination of employment relations is carried out through the industrial relations dispute settlement mechanism in accordance with the provisions of laws and regulations.

CONCLUSION

Legal arrangements for termination of employment are regulated in Law no. 2 of 2004 concerning Settlement of Industrial Relations Disputes, Government Regulation Number 35 of 2021 concerning Work Agreements for a certain time, Outsourcing, Working Time and Rest Time, and Termination of Employment. Rights due to termination of employment are regulated in Article 40 of Government Regulation Number 23 of 2021. Obstacles in resolving disputes over termination of employment are inconsistencies between legal principles or norms and the values of Pancasila, because in humanity workers/laborers who must receive protection are instead faced with various difficulties in the litigation process, time problems, being longer than the allotted time the law, and there are no strict sanctions for those who have violated what has been determined by law, the

philosophical basis is no longer for deliberation to seek a settlement of cases. However, based on philosophy with the aim of winning cases, the case settlement process as stipulated by Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes, the role of worker/labor organizations as an element of collective strength in the settlement of industrial relations disputes shifts to being replaced by individual struggles workers/labourers. So that workers tend to be pragmatic in accepting the company's offer even if it is detrimental. Therefore, the authors provide suggestions, namely: 1) Related to the legal arrangements for industrial relations disputes, the author's suggestion is that stricter regulations are needed related to sanctions for companies that commit labor violations; 2) Regarding the settlement of termination of employment, the authors suggest strengthening arrangements regarding mediators so that in the future if there are problems with termination of employment, they can be resolved through non-litigation; 3) To avoid the problem of resolving disputes over termination of employment where almost every case that occurs always ends up in the Court, it is necessary to make strict regulations so that these problems do not reach the Court, especially the role of the Manpower Service must be truly objective so that it can be the last place for workers disputed workers to get their rights.

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