

Employment Termination Dispute Between Airline and Flight Attendant: A Legal Analysis of Industrial Relations in The Aviation Sector

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Abstract: *Termination of employment (PHK) represents one of the most complex and frequent forms of industrial disputes, particularly in the aviation industry, a sector that demands strict adherence to professionalism standards, including physical appearance and presentation. This study aims to analyze the employment termination dispute between PT Garuda Indonesia and Bhonita Sary (former flight attendant) based on Decision Number 134/Pdt.Sus-PHI/2018/PN Srg. This research employs a normative juridical method with a statutory approach and court decision analysis, focusing on the interpretation of employment contracts and the application of labor regulations. The findings reveal that the basis for the termination was the flight attendant's non-compliance with weight requirements, which was considered a breach of the employment agreement, particularly concerning service standards and corporate image. Although the company had provided the employee with an opportunity to adjust her weight according to the stipulated standards, differing interpretations of the contract clauses became the primary factor leading to the dispute. In its considerations, the panel of judges declared the termination legally valid, referring to the dispute resolution procedures that had been conducted in accordance with Law Number 2 of 2004 on the Settlement of Industrial Relations Disputes. This decision underscores the importance of legal certainty and compliance with employment contracts but also opens a critical discourse on balancing the company's right to regulate work standards with the worker's right to fair labor protection.*

Keywords: *Industrial Relations Dispute, Termination of Employment, Employment Contract*

Abstrak: Pemerintah di dalam menjalankan tugas dan fungsinya harus di dasarkan kepada peraturan perundang-undangan yang sudah ada, namun sesuai dengan perkembangan dan tuntutan keadaan tidak semua peraturan perundang-undangan siap, hal disebabkan pembuatan peraturan perundang-undangan memerlukan waktu yang cukup lama, dilain pihak pemerintah harus berbuat tapi peraturan perundang-undangannya tidak ada, dengan demikian maka akan timbul kekosongan hukum. Dalam rangka menghindari adanya kekosongan hukum atau peraturan perundang-undangan, maka Pejabat Administrasi Negara selaku penyelenggara pemerintahan diberikan kewenangan untuk membuat suatu aturan, atau yang disebut Diskresi atau Freies Ermessen. Walaupun Pejabat Administrasi Negara diberikan kewenangan untuk membuat suatu aturan karena kebutuhan, namun harus dipenuhi persyaratan-persyaratan sebagai berikut: 1. Adanya kebebasan atau keleluasaan Administrasi Negara untuk bertindak atas inisiatif sendiri; 2. Untuk menyelesaikan persoalan-persoalan yang mendesak yang belum ada aturannya untuk itu; 3. Harus dapat dipertanggungjawabkan. Lalu korupsi



adalah Korupsi berasal dari kata corrupt dalam bahasa Inggris yang artinya rusak, tidak lengkap, error, tidak bisa dipergunakan. Korupsi memiliki banyak makna dalam penggunaannya sebagai kata atau kalimat, dan tidak terbatas dalam tindak pidana saja, namun juga bisa berarti suatu benda, data, orang, serta jiwa manusia, yang dalam pemahaman literatur bahasa Indonesia, bahasa Inggris, maupun dalam bahasa computer, diartikan sebagai sesuatu yang rusak dan sulit untuk diperbaiki. Korupsi dalam istilah kejiwaan manusia, diartikan sebagai jiwa seseorang yang sudah rusak ataupun dipengaruhi suatu hal sehingga jiwa manusia atau seseorang cenderung melakukan perbuatan-perbuatan yang bertentangan dengan falsafah hidup manusia, maupun norma-norma yang berhubungan dengan kesusilaan, Agama, maupun kesopanan sampai dengan norma hukum.

Kata kunci: Sengketa Hubungan Industrial, Pemutusan Hubungan Kerja, Perjanjian Kerja

I. INTRODUCTION

The aviation sector plays a highly strategic role in both national and global economies. As one of the most dynamic industries, deeply integrated with various other economic sectors, it not only serves as a mode of transportation but also acts as a key driver of economic activity, trade, tourism, and international investment. In today's era of globalization, the aviation industry has become the backbone of global connectivity, facilitating the movement of people, goods, and services across countries with unprecedented efficiency. At the global level, the aviation sector plays a crucial role in accelerating world economic growth. According to data from the International Air Transport Association (IATA), the global aviation industry contributes significantly to the world's Gross Domestic Product (GDP) and provides millions of jobs, both directly and indirectly. International aviation networks enable global trade to operate efficiently, connecting producers and consumers across different regions while driving export-import-based economic growth¹.

In the context of investment, strong air connectivity is one of the key factors considered by both domestic and international investors. Efficient accessibility enhances the attractiveness of a region as a hub for business and industry. Moreover, a well-developed aviation infrastructure reflects a country's economic stability, which serves as a crucial indicator for global investors. However, despite its significant contribution to the economy, the aviation sector also faces various challenges, including fuel price fluctuations, strict international regulations, the demand for technological innovation, and environmental concerns related to carbon emissions. The COVID-19 pandemic further demonstrated the vital role of the aviation industry while also exposing its vulnerability to global crises.

For Indonesia, the development of an efficient, safe, and sustainable aviation sector is crucial in supporting the country's national development vision. By strengthening air connectivity, improving airport infrastructure, and refining aviation regulations, Indonesia can maximize the potential of this sector as a driver of economic growth, regional development equality, and stronger national integration.

¹ Bayu Dananjaya Utama, Jahan Fachrul Rezki, "Perkembangan Industri Penerbangan dan Pertumbuhan Ekonomi di Indonesia", *Jurnal Ilmu Pemerintahan Suara Khatulistiwa (JIPSK)*, (Vol VI, No.02, Desember 2021), hlm. 213-223.

Therefore, the aviation sector is not merely a means of transportation; it serves as an economic force that connects the nation, accelerates economic growth, creates job opportunities, and enhances Indonesia's position in the global economy.

Beyond regulatory aspects, industrial relations in the aviation sector exhibit a deeper level of complexity due to the unique nature of flight attendants' work. Flight attendants are not merely service providers; they are key personnel in ensuring flight safety. Their responsibilities include executing emergency procedures, handling critical situations, and ensuring compliance with safety regulations in the air. As a result, flight attendants' work standards encompass various aspects, physical, mental, and emotional, with exceptionally high professionalism demands. This complexity is further heightened by the strict standards that airlines often impose on flight attendants, particularly concerning physical appearance, body posture, and health requirements. Many airlines perceive that their corporate image is heavily reliant on the performance and appearance of flight attendants, who serve as the primary ambassadors of the airline to consumers. However, these stringent standards pose potential risks for industrial relations disputes, as they frequently conflict with workers' rights, especially regarding protection against discrimination and individual freedoms.

One clear example of this conflict is the employment termination dispute between PT Garuda Indonesia and Bhonita Sary. This case serves as an important precedent in examining the extent to which employment contract provisions can be applied proportionally without disregarding workers' rights. In this case, the termination of employment was carried out due to the flight attendant's weight not conforming to the airline's established standards, which was perceived as damaging the company's image². While the airline justified this standard as being relevant to service quality and corporate reputation, from the worker's perspective, the decision was seen as a form of discrimination that violated fundamental human rights and labor rights. This dispute highlights a broader issue within the aviation industry, the balance between corporate policies and labor protections, and raises critical questions about the fairness and legality of workplace regulations that impose strict physical standards on employees.

In the international context, many countries have adopted more progressive labor standards to protect the rights of flight attendants. These include protections against physical appearance-based discrimination, the provision of adequate health leave, and the involvement of workers in corporate decision-making processes. As a country with a rapidly growing aviation industry, Indonesia must consider adopting similar policies to foster a fairer and more sustainable industrial relations system³. The complexity of industrial relations in the aviation industry, particularly concerning flight attendants, presents significant challenges in balancing corporate business interests, workers' rights, and aviation safety requirements. The vital role of flight attendants in maintaining both service standards and passenger safety underscores the need for fair, transparent, and well-regulated labor policies. These regulations should be based on social justice principles and

² W. Friedman, *Teori dan Filsafat Hukum, Idealisme, Filosofis, dan Problema Keadilan* (Jakarta: RajaGrafindo, 1994), hlm. 70.

³ Al Idrus, Salim. 2019. *Kualitas Pelayanan dan Keputusan Pembelian* (Malang: Medua Nusa Creative, 2019), hlm. 19.

clear legal protections, ensuring that workplace policies do not unfairly disadvantage workers while still maintaining the efficiency and competitiveness of the aviation sector.

The rising number of employment terminations in the aviation industry reflects the significant challenges in industrial relations faced by this sector⁴. This trend highlights the need for a balance between airline operational efficiency and worker protection, particularly for flight attendants, who play a crucial role in flight safety and passenger service. To address these challenges, comprehensive and sustainable policies are needed—integrating legal protection, worker welfare, and industry stability. Labor regulation reforms in the aviation sector are a crucial step toward ensuring fairness for all stakeholders while simultaneously supporting the sustainable growth of the industry amid the ever-evolving global economic landscape.

The case of PT Garuda Indonesia vs. Bhonita Sary serves as a real-world example illustrating the complexity and dynamics of industrial relations in Indonesia's aviation sector. The dispute arose when PT Garuda Indonesia, a national airline with an international reputation, terminated the employment of Bhonita Sary, a flight attendant, citing non-compliance with the company's body weight standards. This decision became a critical turning point, sparking a legal debate in the field of labor law, particularly concerning the extent to which a company's internal policies can be enforced without violating workers' rights as stipulated by labor regulations. In the aviation industry, physical appearance and fitness standards for flight attendants are often considered an integral part of corporate image and passenger service quality⁵. Many airlines worldwide, including Garuda Indonesia, impose strict requirements regarding body posture, physical fitness, and overall appearance of cabin crew.

From a labor law perspective, this case highlights the need for more specific regulatory improvements to protect workers in the aviation sector. Worker protection must be balanced with the company's need to maintain operational efficiency and corporate image. Additionally, there is a pressing need to review employment standards imposed by airlines, particularly those related to physical requirements, to ensure they align with non-discrimination principles as guaranteed by both national and international laws. As a case study, the dispute between PT Garuda Indonesia and Bhonita Sary opens a broader discourse on fairness in industrial relations within the aviation sector. It underscores the importance of fair legal interpretation in balancing corporate interests with workers' rights. Furthermore, this court ruling serves as a precedent that can be referenced in resolving similar disputes in the future, not only within the aviation industry but also in other sectors with comparable industrial relations structures.

To explore this issue, this article presents two research questions:

- 1) What type of industrial relations dispute arises from the employment termination decision based on flight attendants' physical standards, according to Law No. 2 of 2004?
- 2) How does the court's legal reasoning balance workers' rights and corporate authority in this case?

⁴ Susilo Andi Darma, "Kedudukan Hubungan Kerja: Berdasarkan Sudut Pandang Ilmu Kaidah Hukum Ketenagakerjaan dan Sifat Hukum Publik dan Privat", *Mimbar Hukum* (Vol. 29 No. 2 Tahun 2017), hlm. 222.

⁵ Supono, "Menuju Pengadilan Hubungan Industrial (PHI) yang Cepat, Tepat, Adil, dan Murah", *Jurnal Kajian* (Vol.19 No. 2 Tahun 2014), hlm. 122.

II. RESEARCH METHOD

This study employs a normative juridical approach, a legal research method that focuses on written norms applicable within the national legal system. This approach aims to examine legal regulations governing industrial relations, particularly in the context of employment termination in the aviation industry, and analyze how these regulations are applied in judicial practice. The normative juridical method allows researchers to identify, understand, and interpret relevant legal norms, including the principles of justice embedded within them. In this study, the normative juridical approach is used to examine the employment termination dispute between PT Garuda Indonesia and Bhonita Sary, which serves as the primary case study. The analysis focuses on the legal interpretation employed by the panel of judges in adjudicating the case. This research seeks to understand how Indonesia's positive law, particularly regarding industrial relations, is applied within the context of labor disputes in the aviation sector.

III. DISCUSSION

3.1 Industrial Relations from Theoretical and Regulatory Perspectives

According to Law Number 13 of 2003 on Manpower, particularly Article 1, point 16, industrial relations are defined as:

"A system of relationships formed among the actors in the production process of goods and/or services, consisting of employers, workers/laborers, and the government, which is based on the values of Pancasila and the 1945 Constitution of the Republic of Indonesia."

This definition emphasizes that industrial relations in Indonesia are not merely limited to the relationship between employers and workers but also involve the active role of the government in maintaining a balance between economic interests, social welfare, and justice⁶. Industrial relations follow a tripartite system, meaning that three key elements—employers, workers/laborers, and the government—actively interact within this framework. This interaction is regulated within a system designed to harmonize corporate productivity, worker welfare, and national economic stability, ensuring a fair and sustainable industrial environment.

Furthermore, industrial relations in Indonesia are based on the values of Pancasila and the 1945 Constitution. These values emphasize social justice, equal rights, collective welfare, and deliberation as fundamental principles in maintaining a balanced relationship between employers, workers, and the government. This study employs a normative juridical method, utilizing a statutory approach and court decision analysis. The primary data source is Decision Number 134/Pdt.Sus-PHI/2018/PN Srg from the Industrial Relations Court, along with relevant legal regulations, such as Law No. 13 of 2003 on Manpower and Law No. 2 of 2004 on Industrial Relations Dispute Settlement. The

⁶ Adrian Sutedi, *Hukum Perburuhan*, (Jakarta: Sinar Grafika, 2009), hlm. 95.

analysis is conducted descriptively and analytically to evaluate the legal reasoning behind the court's decision.

According to Article 1, Paragraph (1) of Law No. 2 of 2004, industrial relations disputes are categorized into four main types:

- a) Rights Disputes
- b) Interest Disputes
- c) Employment Termination Disputes
- d) Disputes Between Labor Unions Within the Same Company

The dispute arising from the employment termination of Bhonita Sary is classified as a Termination of Employment Dispute, but it also involves elements of a Rights Dispute. In this case, the airline terminated Bhonita Sary's employment based on physical standards that were deemed to violate the terms of the employment contract. PT Garuda Indonesia argued that non-compliance with weight requirements could negatively impact the company's image and service effectiveness during flights. However, from the worker's perspective, the termination was considered unjust and in violation of industrial justice principles, as the decision failed to take into account the efforts made by the flight attendant to comply with the standard.

Additionally, concerns were raised that the enforcement of such physical standards may be discriminatory, as the reasons cited were not directly related to technical performance or flight safety. Characteristics of the Termination Dispute in This Case: ⁷

- a) Stemming from a disagreement between the company and the worker regarding the justification for the termination;
- b) Centered on the interpretation of contract clauses related to physical appearance standards; and
- c) Related to the worker's right to fair and non-discriminatory treatment.

According to Article 1, Paragraph (2) of Law No. 2 of 2004, a Rights Dispute is:

"A dispute arising from the non-fulfillment of rights as stipulated in laws and regulations, employment contracts, company regulations, or collective labor agreements."

In the context of this case, a rights dispute arises from an alleged violation of the worker's rights, particularly the right to protection against termination that is perceived as arbitrary or discriminatory. Factors Indicating a Rights Dispute: a) The worker believes their right to fair treatment was violated, as the termination was based on reasons not entirely relevant to job performance; b) A disagreement over the interpretation of contract clauses regulating physical requirements, which may contradict the principles of fairness guaranteed by labor laws; and c) The worker's right to be given an opportunity to improve performance or physical condition in accordance with the standards set by the company.

One of the most controversial aspects of the industrial relations dispute between PT Garuda Indonesia and Bhonita Sary is the use of physical standards, such as body weight proportion, as a basis for employment termination. In the aviation industry, flight

⁷ Sri Subiandini Gultom, *Aspek Hukum Hubungan Industrial*, (Jakarta, Hecca Mitra Utama, 2005), hlm. 90.

attendants' physical appearance is often associated with corporate image and the quality of service provided to passengers. Airlines generally implement specific standards regarding body posture, appearance, and physical health to maintain professionalism and service efficiency. From the perspective of Indonesian labor law, companies have the right to set certain standards in employment contracts. These provisions aim to maintain operational efficiency, safety standards, and corporate image in the eyes of the public. This right is protected under Law No. 13 of 2003 on Manpower, which grants employers the authority to establish employment conditions according to operational needs, provided that these conditions do not conflict with applicable laws.

However, this right is not absolute. A company cannot impose work standards that violate the principles of labor rights protection as regulated by both national and international laws. The implementation of work standards, including physical requirements, must adhere to the principles of fairness, non-discrimination, and human rights protection. These principles are reflected in various legal provisions, such as the 1945 Constitution, which guarantees every citizen's right to fair treatment in employment and a decent livelihood⁸. In the context of this case, the reason provided by PT Garuda Indonesia for terminating Bhonita Sary, related to weight standards, is considered controversial. While the company has the right to maintain its corporate image through certain policies, enforcing physical standards as grounds for termination could be seen as violating the worker's right to fair and non-discriminatory treatment. The principle of non-discrimination is explicitly stated in Article 6 of Law No. 13 of 2003, which affirms that every worker has the right to equal treatment without discrimination on any basis.

Furthermore, the implementation of physical standards must have an objective basis that is relevant to the worker's duties and responsibilities. In the context of flight attendants, physical standards may be applied as long as they are related to flight safety functions or operational efficiency. For instance, if body weight affects a flight attendant's ability to carry out emergency procedures or operate safety equipment, such standards may be legally justified. However, if the enforcement of physical standards is solely based on aesthetic considerations or corporate image, it becomes legally debatable, as it may violate the worker's right to fair treatment. Additionally, Law No. 2 of 2004 on the Settlement of Industrial Relations Disputes provides a legal mechanism for workers to file lawsuits if they believe they have been wrongfully terminated⁹. In this case, Bhonita Sary pursued her legal rights, claiming that the termination decision against her was discriminatory and disproportionate.

In its considerations, the court ruled that the employment termination was legally valid, as the company had provided the worker with time and opportunity to adjust her weight according to the established standards. This decision was based on the legal interpretation of the employment contract agreed upon by both parties, as well as compliance with dispute resolution procedures in accordance with applicable regulations. However, this ruling has sparked further discussion on substantive justice in industrial relations within the aviation sector. From the perspective of labor law, which is grounded

⁸ International Labour Organization, "High-Level Tripartite Seminar on The Settlement of Labour Disputes Through Mediation, Conciliation, Arbitration and Labour Courts (Geneva: 2007, hlm. 3.

⁹ Asri Wijayanti, *Hukum Ketenagakerjaan Pasca Reformasi*, (Jakarta: Sinar Grafika, 2009), hlm. 159.

in the values of Pancasila and the 1945 Constitution, industrial relations in Indonesia must reflect the principles of justice, balance, and protection of workers' rights. Therefore, while companies have the right to establish certain standards, these policies must be implemented with due consideration for social justice principles and worker protection, ensuring that corporate policies do not undermine fundamental labor rights¹⁰.

3.2 Legal Analysis of the Court's Decision

The industrial relations dispute between PT Garuda Indonesia and Bhonita Sary, adjudicated by the Industrial Relations Court (IRC) at the Serang District Court through Decision No. 134/Pdt.Sus-PHI/2018/PN Srg, serves as a concrete example of the dynamics of industrial relations in the aviation sector. The dispute arose from PT Garuda Indonesia's decision to terminate the employment of Bhonita Sary, a flight attendant, on the grounds of non-compliance with the company's physical standards, particularly regarding weight requirements. The airline argued that the worker's inability to meet these standards could affect the company's image and the quality of service provided to passengers.

In aviation industry practices, physical appearance is often considered relevant to a company's professional image and is believed to impact safety and service efficiency. PT Garuda Indonesia, in its internal policies, has established specific standards that all cabin crew must adhere to, including ideal weight requirements. The implementation of these standards aims to maintain service quality and meet the company's expectations regarding the professionalism of its flight staff. However, the employment termination decision sparked controversy, as it was seen as disregarding workers' rights to fair and non-discriminatory treatment¹¹. To challenge the termination, Bhonita Sary filed a lawsuit with the Industrial Relations Court, arguing that the company's justification for termination was discriminatory and failed to consider workers' rights.

The panel of judges at the Industrial Relations Court in Serang considered several relevant legal aspects in their ruling. *First*, the court determined that the weight standard requirement was explicitly stated in the company's internal regulations and was agreed upon in the employment contract between both parties. Based on this contract, the company had the right to establish certain standards deemed relevant to its operational needs, as long as these provisions did not contradict applicable labor laws. *Second*, the court found that PT Garuda Indonesia had provided Bhonita Sary with an opportunity to adjust her physical condition in order to comply with the established standards. The company was deemed to have granted a reasonable period for the employee to make necessary adjustments to her weight. Since non-compliance persisted, the company was within its legal rights to terminate the employment in accordance with its internal policies and the employment contract.

Third, the panel of judges determined that the termination procedure had been carried out in accordance with applicable legal provisions, specifically following the

¹⁰ Supono, "Menuju Pengadilan Hubungan Industrial yang Cepat, Tepat, Adil, dan Murah", *Jurnal Kajian* (Vol 19 No. 2, Juni 2014), hlm. 110.

¹¹ Mertokusumo dalam Supono, "Menuju Pengadilan Hubungan Industrial (PHI) yang Cepat, Tepat, Adil, dan Murah", *Jurnal Kajian*, (Vol. 19 No. 2, Juni 2014), hlm. 110.

industrial dispute resolution mechanism outlined in Law No. 2 of 2004 on the Settlement of Industrial Relations Disputes. This process included several stages of resolution, starting with bipartite negotiations, followed by mediation by the Manpower Office, and ultimately settlement through the Industrial Relations Court. The ruling was based on the fact that the company had complied with all procedural steps required for dispute resolution under existing labor regulations. Additionally, the panel of judges found that the grounds for termination were based on a violation of contractual terms, particularly regarding the weight standard set forth in the company's internal policies.

However, although the employment termination was declared legally valid, the company was still required to fulfill the worker's normative rights as stipulated in the Manpower Law, including the payment of severance, service appreciation compensation, and other entitlements arising from the termination of employment. This ruling carries significant legal and social implications. From a legal perspective, the decision affirms the company's right to establish internal operational standards, including physical requirements for employees, as long as they are implemented transparently and fairly¹². On the other hand, this case highlights the importance of maintaining a balance between the company's commercial interests and the protection of workers' rights, as guaranteed by labor laws.

One of the controversial issues raised by this case is the relevance of physical standards, such as body weight, in the context of a flight attendant's duties and responsibilities. If such physical standards are imposed solely for aesthetic purposes or corporate image, their enforcement becomes debatable, as it could potentially violate non-discrimination principles. However, if these standards have a direct impact on flight safety or operational efficiency, the company has a legitimate legal basis for enforcing such policies.

This case serves as an important precedent for the aviation industry and other sectors that enforce specific physical standards for their workforce. This ruling reaffirms that companies have the right to maintain work standards, provided that such policies are aligned with the employment contract and do not violate labor laws. From a worker's perspective, this decision underscores the need for stronger protection of employee rights, especially for those facing strict internal company policies. The termination procedure must adhere to the principles of fairness, transparency, and legal certainty. Furthermore, the government is expected to establish clearer standards to prevent potentially discriminatory corporate policies¹³. Overall, Decision No. 134/Pdt.Sus-PHI/2018/PN Srg reflects the challenges of balancing a company's right to enforce internal policies with legal protections for workers. This dispute highlights the need for more comprehensive regulations governing industrial relations in the aviation sector, particularly concerning subjective policies such as physical standards for employees.

¹² Abdul Khakim, *Pengantar Hukum Ketenagakerjaan Indonesia Berdasarkan Undang-Undang Nomor 13 Tahun 2003*, (Bandung: Citra Aditya Bakti, 2003), hlm. 6–7.

¹³ Suherman Toha dan Tim, *Laporan Akhir Penelitian Hukum tentang Penyelesaian Perselisihan Hubungan Industrial, dan Pembinaan Hukum Nasional* (Jakarta: Kementerian Hukum dan HAM RI, Jakarta: 2010), hlm. 2.

3.3 Stages of Dispute Resolution

The employment termination case between PT Garuda Indonesia and Bhonita Sary illustrates the complexity of industrial relations in the aviation sector, particularly in balancing the rights and obligations of both employers and employees. This dispute arose from PT Garuda Indonesia's decision to terminate Bhonita Sary's employment, as she was deemed non-compliant with the company's physical standards, specifically regarding body weight proportion, which was considered to impact the company's image and the quality of flight attendant services. As an initial effort to resolve the issue, PT Garuda Indonesia granted a three-month tolerance period for Bhonita Sary to adjust her weight to meet the established standards¹⁴. This grace period was part of the company's policy to provide employees with the opportunity to improve their physical condition in accordance with the employment contract. However, by the end of the given period, Bhonita Sary failed to achieve the weight target set by the company.

Failure to meet the established standards eventually prompted the company to take decisive action by terminating the employment. Before executing the termination, PT Garuda Indonesia followed the dispute resolution process through bipartite negotiations, an initial mechanism regulated under Law No. 2 of 2004 on the Settlement of Industrial Relations Disputes. The bipartite process aims to reach an agreement between the worker and the company through deliberation, with the expectation that the dispute can be resolved amicably without the need to involve a third party¹⁵.

However, in reality, bipartite negotiations between Bhonita Sary and PT Garuda Indonesia did not result in an agreement. Both parties failed to reach a mutual resolution regarding the termination policy, where Bhonita Sary viewed the decision as unfair and a violation of her rights as a worker, while the airline remained firm in its stance that the termination was justified according to operational standards and contractual agreements. Since the bipartite resolution attempt failed, the case was eventually escalated to the legal domain and brought before the Industrial Relations Court¹⁶. This step was taken in accordance with the procedures outlined in Law No. 2 of 2004, which regulates the formal stages of industrial dispute resolution. Filing the case with IRC became the final recourse after amicable settlement attempts through mediation between both parties failed to produce a resolution.

At the Industrial Relations Court in Serang, the trial process was conducted to assess the legality of the termination decision from a legal perspective. During the proceedings, the panel of judges considered several factors, including whether the company had provided a fair opportunity for the worker to meet the required standards and whether the termination procedures had been carried out in accordance with applicable legal provisions. Based on the trial findings, the court determined that PT Garuda Indonesia had granted a reasonable opportunity for Bhonita Sary to adjust her

¹⁴ Agus Mulya Karsona, Sherly Ayuna Putri, Etty Mulyati & R. Kartikasari, "Perspektif Penyelesaian Sengketa Ketenagakerjaan Melalui Pengadilan Hubungan Industrial dalam Menghadapi Masyarakat Ekonomi ASEAN", *Jurnal Poros Hukum Padjadjaran*, (Vol. 1 No. 2, 2020), hlm. 158.

¹⁵ Ellyna Putri Nugraha, Agus Mulya Karsona, Holyness Singadimedja, "Aspek Hukum Hubungan Industrial Terkait Aksi Mogok Kerja Oleh Serikat Pekerja di PT. Ultrajaya Milk Industry & Trading Company", *Jurnal Poros Hukum Padjadjaran*, (Vol. 2 No. 1, 2020), hlm. 58.

¹⁶ Mila Karmila Adi, "Masa Depan Arbitrase sebagai Mekanisme Penyelesaian Perselisihan Hubungan Industrial di Indonesia", *Jurnal Hukum*, (Vol. 17, No. 2, April 2010, hlm. 297.

physical condition, specifically by providing a three-month tolerance period. Additionally, the court ruled that the company had followed proper legal procedures, including attempting bipartite resolution efforts before escalating the case to court.

Ultimately, the Industrial Relations Court's Decision No. 134/Pdt.Sus-PHI/2018/PN Srg ruled that the employment termination carried out by PT Garuda Indonesia against Bhonita Sary was legally valid. This ruling reaffirmed that a company has the right to enforce certain work standards, including physical requirements, as long as these policies are implemented fairly, proportionally, and in accordance with the agreed employment contract. Although the ruling favored the company, this case sparked broader discussions about the extent of corporate authority in setting internal standards, particularly regarding subjective physical criteria. The dispute reflects a common dilemma in industrial relations within the aviation sector, where companies strive to maintain their image and service standards, while employees seek legal protection for their rights under labor laws.

In the context of Indonesian labor law, this case highlights the importance of transparent and fair dispute resolution procedures. Bipartite negotiations, mediation, and resolution through the Industrial Relations Court serve as crucial legal instruments to ensure workers' rights are protected while also respecting the employer's right to manage company operations. Overall, this ruling sets an important legal precedent, demonstrating how Indonesian law balances the rights and obligations of both workers and employers. On one hand, companies have the right to implement internal policies that align with their operational needs and corporate image¹⁷. On the other hand, employees are entitled to fair treatment in accordance with the provisions of labor laws. This dispute serves as a reminder of the necessity to maintain a balance between commercial interests and workers' rights within the framework of fair and sustainable industrial relations.

The employment termination dispute between PT Garuda Indonesia and former flight attendant Bhonita Sary reached its peak with a ruling issued by the Industrial Relations Court (PHI) at the Serang District Court. This case, registered under Decision No. 134/Pdt.Sus-PHI/2018/PN Srg, attracted significant attention as it addressed a sensitive issue in industrial relations, the extent of corporate authority in enforcing internal standards, particularly regarding employees' physical requirements, and the legal rights of workers as guaranteed by labor laws. During the trial, the panel of judges determined that PT Garuda Indonesia had a legitimate legal basis for terminating Bhonita Sary's employment. This decision was based on the employment contract agreed upon by both parties, which included physical standards, such as weight requirements, that flight attendants were required to meet as part of operational conditions and the company's corporate image representation¹⁸.

The panel of judges considered that PT Garuda Indonesia had provided a three-month tolerance period for Bhonita Sary to adjust her weight according to the established standards. This opportunity was given as part of the company's commitment to allowing employees the chance to make necessary improvements. However, by the end of the

¹⁷ Priyatna Abdurrasyid, *Arbitrase dan Alternatif Penyelesaian Sengketa Suatu Pengantar*, (Jakarta: PT. Fikahati Aneska, Jakarta: 2002), hlm. 11.

¹⁸ Mila Karmila Adi, "Masa Depan Arbitrase sebagai Mekanisme Penyelesaian Perselisihan Hubungan Industrial di Indonesia", *Jurnal Hukum*, (Vol. 17, No. 2, April 2010), hlm. 310.

specified period, Bhonita Sary was unable to meet the required standard. Based on this fact, the judges concluded that the termination carried out by PT Garuda Indonesia had complied with applicable legal procedures and was executed in accordance with the principles of fairness and the employment contract provisions.

In its considerations, the court reaffirmed that PT Garuda Indonesia had the right to terminate Bhonita Sary's employment as part of the implementation of its internal policies, which had been mutually agreed upon. The termination process was also declared lawful, as it followed the industrial dispute resolution procedures stipulated in Law No. 2 of 2004 on the Settlement of Industrial Relations Disputes. The dispute resolution mechanisms were properly executed, starting with bipartite negotiations between both parties, which failed to reach an agreement, ultimately leading to the case being brought to court for a legally binding decision¹⁹.

Although the court ruled the termination as legally valid, the judges also ordered PT Garuda Indonesia to fulfill Bhonita Sary's normative rights in accordance with applicable labor laws. As a terminated employee, Bhonita Sary was entitled to financial compensation and certain benefits under the Collective Labor Agreement (CLA) in effect at PT Garuda Indonesia. Based on the court's decision, Bhonita Sary was entitled to termination compensation amounting to Rp 189,050,400. This compensation included severance pay, service appreciation compensation, and other entitlements as regulated under Law No. 13 of 2003 on Manpower. In addition to financial compensation, the court also ruled that Bhonita Sary was still entitled to additional benefits, specifically concession tickets, as stipulated in the Collective Labor Agreement of PT Garuda Indonesia.

This ruling reflects the court's effort to balance the company's interests with the protection of workers' rights. On one hand, the court acknowledges PT Garuda Indonesia's right to enforce internal policies that align with its operational needs. On the other hand, the decision also reinforces that employees subject to termination are still entitled to fair compensation in accordance with applicable labor regulations²⁰. Legally, this ruling sets an important precedent in industrial relations practices in Indonesia, particularly in the aviation sector. The case highlights the importance of transparent and fair implementation of corporate standards and reaffirms that every company policy must be executed in compliance with legal provisions while respecting workers' rights.

Moreover, this decision emphasizes the importance of legal protection for employees facing termination, even when the grounds for termination are legally justified²¹. The compensation and benefits granted to Bhonita Sary reflect the need for balance between rights and obligations in employment relations, where companies have a responsibility to fairly compensate and recognize employees' contributions, even after the employment relationship has ended. Overall, Industrial Relations Court Decision No. 134/Pdt.Sus-PHI/2018/PN Srg serves as an important reference in Indonesian labor law

¹⁹ Bahder Johan Nasution, "Fungsi Kebebasan Berserikat Bagi Pekerja Dalam Hubungan Industrial Pancasila", *Jurnal Inovatif*, (Volume VIII, Nomor I Januari 2015), hlm. 4.

²⁰ Mawardi Khairi Lelisari, dkk., *Hukum Ketenagakerjaan (Pengawasan Ketenagakerjaan)*, (Yogyakarta: CV Budi Utama, 2021), hlm. 74-75.

²¹ Soedarjadi, *Hukum ketenagakerjaan di Indonesia* (pengertian hukum menurut para ahli), (Yogyakarta, 2019), hlm. 4.

practices. This ruling demonstrates how the law balances corporate commercial interests with workers' rights protection²². In the future, this case is expected to serve as a foundation for the development of fairer and more comprehensive industrial relations policies, particularly in addressing the ever-evolving dynamics of the aviation sector and other industries.

In the dynamic and competitive aviation industry, maintaining a balance between corporate interests and the protection of labor rights presents a significant challenge. The complexity of industrial relations in this sector requires airlines to establish internal policies that not only support operational efficiency but also align with principles of fairness and legal protection for employees. Cases such as the dispute between PT Garuda Indonesia and Bhonita Sary highlight the need for a thorough evaluation of airline internal policies, particularly in setting work standards involving personal aspects, such as physical requirements. Efforts to foster healthy industrial relations require three key approaches:

- a) Evaluating internal policies to ensure compliance with labor regulations.
- b) Enhancing transparency in communication between companies and employees.
- c) Optimizing dispute resolution mechanisms outside the court.

This approach aims to build a harmonious, fair, and efficient labor relations system, while also reducing potential conflicts that could disrupt operational stability.

The internal policies implemented by airlines, particularly work standards related to physical appearance or performance, must be regularly evaluated to ensure compliance with applicable legal provisions. Every corporate policy should adhere to the principles established in Law No. 13 of 2003 on Manpower and Law No. 2 of 2004 on the Settlement of Industrial Relations Disputes. In the aviation industry, work standards involving physical aspects, such as weight requirements or the appearance of flight attendants, are often controversial issues. While companies have the right to maintain their corporate image and operational efficiency, such policies must remain proportional and must not contradict the principle of non-discrimination as guaranteed by labor laws²³.

Every standard implemented must have an objective basis that is relevant to job functions. For example, if body weight is considered to affect flight safety or service efficiency, such a policy may be legally justified. However, if the standard is solely based on aesthetic considerations or corporate image, it may be deemed a violation of workers' rights. The evaluation of such policies should involve academic research, input from legal practitioners, and consultation with labor unions. This approach ensures that companies can design work standards that comply with national regulations and international best practices while also safeguarding employee well-being.

²² Andika Wijaya, *Hukum Jaminan Sosial Indonesia (Prosedur Penyelesaian Perselisihan di Luar Pengadilan)*, (Jakarta: Sinar Grafika, 2022), hlm. 213.

²³ Sepideh Parsa, Ian Roper, "Michael Muller-Camen, Eva Szigetvari, "Have labour practices and human rights disclosures enhanced corporate accountability? The case of the GRI framework, Accounting Forum", (Volume 42, Issue 1, 2018), hlm. 47-64, ISSN 0155-9982, <https://doi.org/10.1016/j.accfor.2018.01.001>. Accessed on 26 February 2025.

One of the main sources of tension in industrial relations is the lack of transparent communication between companies and employees. When internal company policies are not clearly communicated, workers tend to feel marginalized and perceive unfair treatment. Transparency in communication is essential to creating a healthy work environment, where the rights and obligations of both parties are clearly understood. In setting work standards, companies should involve employees from the early stages²⁴. Open communication about the reasons behind policies, their relevance to company operations, and their impact on employee well-being should be an integral part of industrial relations management. This process can be facilitated through regular discussion forums, consultations with labor unions, or the drafting of collective labor agreements, which clearly define the rights and responsibilities of each party.

Additionally, companies must ensure that employees understand the procedures to be followed in the event of a violation of established policies. Transparent communication regarding legal consequences, internal sanctions, and employees' rights to challenge specific policies can help reduce the potential for future disputes. By fostering open communication, companies can create a more harmonious work environment and minimize conflicts that may arise from misunderstandings or differing interpretations of workplace policies²⁵. To establish healthy industrial relations in the aviation sector, companies must conduct a comprehensive evaluation of their internal policies to ensure alignment with principles of fairness and applicable legal regulations²⁶. The work standards implemented by airlines must be clear, relevant, and objective, ensuring that they do not infringe upon workers' rights as protected by law. Additionally, enhancing transparency in communication between companies and employees is crucial in preventing industrial relations conflicts.

Lastly, optimizing out-of-court dispute resolution mechanisms serves as an efficient solution to reduce litigation burdens and maintain positive relationships between companies and employees. By prioritizing mediation, conciliation, or arbitration before resorting to court proceedings, companies can save time and costs while preserving a productive working relationship. By implementing these three key strategies, airlines can develop an industrial relations system that is fair, efficient, and sustainable, effectively balancing operational needs with worker protection amidst the evolving dynamics of the aviation industry.

IV. CONCLUSION

The employment termination dispute between PT Garuda Indonesia and Bhonita Sary is a real-world example of the complex dynamics of industrial relations, particularly

²⁴ Mashudi, *Penyelesaian Sengketa Hubungan Industrial* (Pengadilan Hubungan Industrial), (Surabaya: CV. Jakad Publishing, 2019), hlm. 86.

²⁵ Sung Ho Han, Bang Nguyen, Timothy J. Lee, "Consumer-based chain restaurant brand equity, brand reputation, and brand trust", *International Journal of Hospitality Management*, (Volume 50, 2015, Pages 84-93, ISSN 0278-4319, <https://doi.org/10.1016/j.ijhm.2015.06.010>. (<https://www.sciencedirect.com/science/article/pii/S0278431915001000>). Accessed on 26 February 2025.

²⁶ Iman Soepomo, *Pengantar Hukum Perburuhan* (Jakarta: Djambatan, 2003), hlm. 32.

in the aviation sector. Under Indonesian labor law, this case is classified as a termination dispute, as regulated by Law No. 2 of 2004 on the Settlement of Industrial Relations Disputes. This law stipulates that all disputes arising from employment termination must be resolved through legal procedures, with an emphasis on peaceful resolution efforts before escalating to litigation. The ruling in this case was made after considering that the company had fulfilled all procedural requirements as stipulated by labor regulations. One of the key procedural steps that PT Garuda Indonesia complied with was the bipartite negotiation process. When bipartite negotiations failed to reach an agreement, the company had the right to proceed with legal resolution by filing the case with the Industrial Relations Court.

As a form of legal protection for workers' rights, the court ruled that Bhonita Sary was entitled to termination compensation, in accordance with the provisions outlined in the Collective Labor Agreement (CLA) of PT Garuda Indonesia. This compensation included severance pay, service appreciation compensation, and other entitlements as per company regulations. Additionally, Bhonita Sary remained entitled to additional benefits, including concession tickets, which are a normative right under the CLA, granted as recognition of her service during employment. This case highlights the balance between a company's right to enforce internal policies aimed at maintaining operational efficiency and corporate image, and the legal protection afforded to workers' rights in employment relations. The ruling also reinforces that any termination process must comply with formal legal dispute resolution procedures, prioritizing amicable settlement before resorting to litigation. Overall, this decision sets an important precedent in Indonesia's industrial relations practices, particularly for companies in the aviation sector, where strict internal policies are applied.

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