

Analisis yuridis akibat hukum atas pemutusan hubungan kerja sepihak terhadap pekerja yang melaksanakan cuti melahirkan (Studi kasus putusan Mahkamah Agung Republik Indonesia Nomor: 551K/PDT.SUS/2012) = Judicial analysis of the legal implication regarding termination of unilateral employment workers who undergoes childbirth leave (Case study of the decision of The Supreme Court of The Republik of Indonesia number 551K/PDT.SUSs/2012).

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Abstrak

Skripsi ini membahas mengenai studi kasus putusan mahkamah agung nomor 55K/Pdt.Sus/2012 dengan pokok bahasan akibat hukum atas pemutusan hubungan kerja sepihak terhadap pekerja yang melaksanakan cuti melahirkan. Disini pihak perusahaan mendalilkan bahwa pekerjanya telah melakukan pelanggaran kerja dalam bentuk manipulasi transaksi penjualan dengan cara pekerja memberikan nama member kepada para pembeli non member, agar mendapatkan keuntungan dari selisih harga normal dengan harga setelah mendapatkan discount. Metode penelitian yang digunakan adalah yuridis normatif. Nantinya hasil penelitian ini akan menyimpulkan bahwa selama ia telah memenuhi aturan di dalam Undang-undang No 13 tahun 2003 tentang ketenagakerjaan mengenai pengajuan cuti melahirkan, maka pekerja dapat diperbolehkan atas hak cutinya berdasarkan ketentuan peraturan tersebut. Sehingga pengusaha tidak boleh memberikan pemutusan hubungan kerja di luar ketentuan undang-undang ketenagakerjaan. Tetapi pengusaha berhak memutus hubungan kerja apabila karyawannya terindikasi telah melakukan pelanggaran berat yang diatur dalam undang-undang ketenagakerjaan. Sebelum melakukan pemutusan kerja pengusaha harus membuktikan terlebih dahulu apakah pekerjanya bersalah atau tidak berdasarkan putusan MK 012/PUU-I/2003 dan surat edaran Menteri Tenaga Kerja dan Transmigrasi No. SE-13/MEN/SJ-HK/I/2005. Sehingga nantinya Hasil penelitian ini menyarankan agar pemerintah lebih mengatur secara rinci terkait dengan pemutusan hubungan kerja karna kesalahan berat, sedangkan untuk pihak pengusaha diharapkan untuk mentaati sesuai dengan aturan yang telah di buat pemerintah agar hak-hak pekerja dapat tersampaikan dengan baik dan untuk pekerja diharapkan agar melakukan pekerjaan dengan sebaik-baiknya sesuai dengan perjanjian kerja yang telah disepakati, agar pemutusan hubungan kerja dapat dihindari.

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This thesis discuss about case study of the verdict of the Supreme Court number 55K/Pdt.Sus/2012 with the subject of the legal consequences of termination of employment unilaterally for workers who carry out maternity leave. The company postulates that their workers have committed work violations in the form of manipulation of sales transactions by giving members names from workers to non-member buyers in order to earn profit from the difference between the normal price and the discount price. The research method used is normative juridical. Later the results of this study will conclude that as long as he has fulfilled the rules in Law No. 13 of 2003 concerning employment regarding the application for maternity leave, then workers can be allowed on their leave rights based on the provisions of the regulation. So that the employers should not provide termination of employment outside the provisions of the labor law. But the employer has the right to terminate the employment relationship if the employee is indicated to have committed a serious

violation as stipulated in the labor law. Before terminating employment the employer must first prove whether the worker is guilty or not based on the decision of the Constitutional Court 012/PUU-I/2003 and the Minister of Manpower and Transmigration Circular No. SE-13/MEN/SJ-HK/I/2005. So that later the results of this study suggest that the government regulates more in detail related to termination of employment due to serious mistakes, while for employers it is expected to obey according to the rules that have been made by the government so that workers' rights can be conveyed properly and for workers to be expected so that do the job as well as possible in accordance with the agreed work agreement, so that termination of employment can be avoided.