

**PEMUTUSAN HUBUNGAN KERJA KARENA ALASAN  
MENGUNDURKAN DIRI  
( Studi Kasus Putusan Kasasi No.472 K/Pdt.Sus-PHI/2020 )**

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**ABSTRAK**

Pemutusan Hubungan Kerja diartikan Hubungan Kerja yang berakhir karena suatu hal tertentu yang mengakibatkan hak dan kewajiban antara Pekerja dan Pengusaha juga berakhir. Dalam Undang-undang No 13 Tahun 2003 tentang Ketenagakerjaan telah mengatur dalam proses Pemutusan Hubungan Kerja terdapat kompensasi-kompensasi yang harus dibayarkan dalam proses Pemutusan Hubungan Kerja seperti Uang Pesangon, Uang Penghargaan Masa Kerja, Uang Pengganti Hak yang seharusnya diterima dan Upah yang tetap harus dibayarkan selama proses Pemutusan Hubungan Kerja belum berkekuatan hukum tetap (inkracht) yang lazim disebut Upah Proses. Tujuan penelitian ini adalah untuk mengetahui dasar hukum dalam proses Pemutusan Hubungan Kerja dan untuk mengetahui apakah Pertimbangan Hukum dan Putusan Majelis Hakim terkait Pemutusan Hubungan Kerja dan pembayaran Uang Pesangon sudah sesuai ketentuan yang berlaku. Penelitian ini menggunakan jenis penelitian yuridis normatif yang mana penelitian ini dilakukan dengan meneliti data sekunder. Menggunakan metode pendekatan kasus (Case Approach) yaitu pendekatan yang dilakukan dengan cara menelaah kasus-kasus yang mempunyai korelasi dengan isu yang telah menjadi Putusan Pengadilan yang berkekuatan hukum tetap (inkracht). Hasil penelitian menunjukkan bahwa Pemutusan Hubungan Kerja yang dilakukan oleh Perusahaan terhadap Pekerja adalah tidak sah karena bertentangan dengan Pasal 162 UU Ketenagakerjaan. Selain itu jumlah kompensasi Uang Pesangon dalam Putusan PHI PN Palu No. 32/Pdt.Sus-PHI/2018/PN Pal juncto Putusan Mahkamah Agung No. 472/K/Pdt.Sus-PHI/2020 yang menyatakan Pekerja mendapatkan Uang Pesangon 1 (satu) kali ketentuan pasal 156 ayat (2) UU Ketenagakerjaan adalah keliru dan tidak berdasarkan hukum, sebab semestinya Pekerja menerima Uang Pesangon 2 kali ketentuan pasal 156 ayat (2) adalah berdasarkan Pasal 169 ayat (2) UU Ketenagakerjaan .

***Kata Kunci : Pemutusan Hubungan Kerja, Upah Proses, Ketenagakerjaan***

## **ABSTRACT**

*Termination of Employment Relationship is defined as an Employment Relationship that ends due to a certain matter which results in the rights and obligations between the Worker and the Employer also ending. In Law No. 13 of 2003 concerning Manpower, it has been regulated that in the process of Termination of Employment there are compensations that must be paid in the process of Termination of Employment such as severance pay, gratuity for tenure, compensation for entitlements that should be received and wages that must still be paid. during the process of Termination of Employment is not yet legally binding (inkracht) which is commonly called Process Wages. The purpose of this study was to determine the legal basis for the process of termination of employment and to find out whether the legal considerations and decisions of the panel of judges regarding termination of employment and payment of severance pay were in accordance with applicable regulations. This study uses a type of normative juridical research in which this research was conducted by examining secondary data. Using the case approach method, which is an approach that is carried out by examining cases that have a correlation with issues that have become Court Decisions that have permanent legal force (inkracht). The results of the study indicate that the Termination of Employment carried out by the Company against Workers is illegal because it is contrary to Article 162 of the Manpower Act. In addition, the amount of severance pay compensation in the Decision of the PHI PN Palu No. 32/Pdt.Sus-PHI/2018/PN Pal juncto Supreme Court Decision No. 472/K/Pdt.Sus-PHI/2020 which states that Workers receive Severance Pay 1 (one) time under the provisions of Article 156 paragraph (2) of the Manpower Law is wrong and not based on law, because Workers should receive Severance Pay twice the provisions of Article 156 paragraph (2) is based on Article 169 paragraph (2) of the Manpower Law.*

**Keywords:** *Termination of Employment, Process Wages, Employment*