

## **Juridical Analysis of the Judges Decision on Premature Lawsuit in the Settlement of Termination of Employment Problems (Case Study of Judge's Decision Number 1228 K/Pdt.Sus-Phi/2023)**

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### **Abstract**

Hepin Situmorang is a former employee who worked at Martha Friska Hospital with a 17-year work period. The termination of employment carried out by PT Karya Utama Sejahtera and Martha Friska Hospital to Hepin Situmorang did not pay Severance Pay, Long Service Award Money and Replacement Money for Rights. Hepin Situmorang objected but there was no response from the hospital, so the mediation negotiations were continued with the Mediator at the Medan City Manpower Office. When no agreement was reached during the mediation, the mediator issued a recommendation for Martha Friska Hospital to pay Severance Pay. However, RS. Martha Friska and PT. Karya Utama Sejahtera did not implement the contents of the recommendation, so Hepin Situmorang filed this lawsuit in accordance with applicable legal provisions. Then Hepin Situmorang brought this problem to the Medan Industrial Relations Court, but the lawsuit filed by Hepin Situmorang was rejected at the time of the exception because PT. Karya Utama Sehat Sejahtera must also participate in bipartite negotiations and mediation because of the involvement of the parties in the main dispute, so that all parties have the same opportunity and space to prove who is the party obliged to pay Hepin Situmorang's rights. Dissatisfied with the decision issued by the Medan Industrial Relations Court, Hepin Situmorang filed an appeal. The result of the cassation decision accepted the lawsuit filed by Hepin Situmorang on the grounds that Martha Friska Hospital is a single entity with PT. Karya Utama Sehat Sejahtera and cannot be separated.

**Keywords:** Termination of Employment, Compensation for Rights, Premature Lawsuit

### **INTRODUCTION**

The law is in line with people's lives as individuals and groups. From the various roles shown by the existence of law, the law actually functions to regulate and regulate free association in a social context, while also overcoming challenges that arise in the realm of social interaction (Bambang, 2013). This legal function will create harmony in social life with the existence of norms that must be obeyed as a limit in behavior. Likewise, the existence of labor law as a form of government or state presence as an effort to solve problems arising from employment relations. In Article 11 number 1 of Law No. 13 of 2003 concerning Manpower explains the definition of employment which reads "Employment is everything related to labor at the time before, during, and after the working period". Problems not only arise when at work, but also arise before and after work.

In essence, workers play an important role and hold a significant position as participants and objectives in stabilizing the economy. Given the role and position occupied by workers, it is important to improve the quality of their contribution and their overall involvement in development, while also strengthening the protection of workers and their families in line with human dignity and aspirations (Hidayani & Munthe, 2018). Protection of workers is here with the aim of ensuring that the basic rights of workers are fulfilled and ensuring equal opportunities and equal treatment without discrimination on any basis, this is to realize the

welfare of workers and their families. Indeed, the position of workers is seen as unequal because the owner of the work is the owner of capital to make a profit and workers only have their energy to generate income. From a juridical point of view, workers are free from slavery, servitude and servitude. However, when viewed from a sociological perspective, workers can be interpreted as workers who are not free to only have energy as the main capital for work, so they are forced to work for others (Rahayu et al., 2021). Unfree as individuals who have limitations in meeting their daily needs and only utilize their energy to get income.

The emergence of rights and obligations between workers and employers is marked by a work agreement that marks both of them have an employment relationship. This employment relationship is a legal relationship that is limited in nature, which means that there are power dynamics with subordinate characteristics between employees and employers (Hernawan, 2023). The emergence of subordinative characteristics in one interpretation of the employment contract is indicated by the existence of directives. This subordinative attachment is what will distinguish employment contracts from other forms of employment agreements. With an employment agreement in place, both the employer and the employee are obliged to comply with the stipulated regulations, thereby reducing the possibility of deceptive behavior from either party, which can inevitably lead to adverse consequences for one of the entities involved. Employment agreements serve as a foundational document for employees, as well as a framework for organizations to change the employment status of individuals, specifically the transition from contract workers to permanent employees.

The employment relationship established in Indonesia is an industrial relations system that occupies a significant strategic role in the implementation of national development, as it fosters a sense of cohesion between employers and employees. However, this labor dynamic is very vulnerable to disputes due to the different interests of workers and employers, which give rise to contrasting perspectives. This is very likely to cause disputes, because humans are social creatures who need to interact, so it is very common to have differences of opinion and views, so that in the existence of work relations between workers and workers, it is very likely that termination of employment will occur. To reduce the potential for the emergence of these two categories of disputes, it is imperative to foster a sense of mutual understanding between the parties involved, which can be achieved through the establishment of an efficacious dialog between the two stakeholders, namely the employee and the employer.

Conflicts, disagreements and controversial debates arise as part of the efforts that individuals make to secure a stand and recognition while pursuing interests. Conflict arises from the existence of multiple opposing interests. Counterproductive actions further foster the tendency of each party in a dispute to persist and attempt to dominate the other using all means at their disposal, be it through physical force (violence), authority, confrontation, diplomacy, negotiation, or by using formal legal mechanisms offered by the State through litigation (Handayani, 2017). Negotiations that can take place between employers and employees, apart from formal legal processes, are referred to as non-litigation settlements or agreements reached outside of court. A viable approach for both parties involves collaboration to ensure that problems do not persist, ultimately leading to a win-win solution.

The resolution of industrial relations conflicts based on Law No. 2 of 2004 can be achieved through out-of-court settlement. The aim of Industrial Dispute Resolution is to facilitate effective dispute resolution, enabling the parties involved to reach an agreement that is favorable to both parties.

The mediation process is conducted through joint discussions, where one of the parties takes the role of mediator. This mediation is an out-of-court settlement step that must be taken by employers and employees or trade unions before going to court such as the

industrial relations dispute between Hepin Situmorang and PT Karya Utama Sejahtera and Martha Friska Hospital.

Hepin Situmorang is a worker/laborer as an employee who works at Martha Friska Hospital with 17 years of service and the last wage received by Hepin Situmorang was Rp.3,222,557. Martha Friska Hospital is a business unit owned by PT Karya Utama Sehat Sejahtera which bears the obligation to send unpaid wages to employees (including Hepin Situmorang) who work at Martha Friska Hospital. On July 23, 2020 PT Karya Utama Sejahtera and Martha Friska Hospital terminated the employment of Hepin Situmorang for the following reasons :

1. Martha Friska Pulo Brayan Hospital Medan is no longer able to extend the period of employee layoff.
2. During the Covid-19 pandemic, the number of patients decreased so that the income of Martha Friska Pulo Brayan Hospital decreased.
3. The operational cost of Martha Friska Pulo Brayan Hospital is no longer covered.

The termination of employment carried out by PT Karya Utama Sejahtera and Martha Friska Hospital to Hepin Situmorang did not pay severance pay, long service pay and compensation pay in accordance with the provisions stipulated in Law No. 13 of 2003 concerning Manpower. The objection raised by Hepin Situmorang was not responded to by the hospital, so Mediation Negotiations were continued with a Mediator at the Medan City Manpower Office. Furthermore, the mediation did not result in an agreement, in which the mediator issued a recommendation that Martha Friska Hospital pay Severance Pay amounting to 2 (two) times the provisions of Article 156 paragraph (2), Long Service Pay amounting to 1 (one) time the provisions of Article 156 paragraph (3) and Money in Lieu of Rights in accordance with the provisions of Article 156 paragraph (4) of Law Number 13 Year 2003 to workers. However, the recommendation of Martha Friska Hospital and PT Karya Utama Sejahtera did not implement the contents of the recommendation, so Hepin Situmorang filed this lawsuit in accordance with applicable legal provisions.

Then Hepin Situmorang brought this matter to the Medan Industrial Relations Court, but the lawsuit filed by Hepin Situmorang was rejected at the time of exception because PT Karya Utama Sehat Sejahtera must also participate in bipartite negotiations and mediation because of the party's relationship in the subject matter of the dispute, so that all parties have the same opportunity and space to prove who is the party obliged to pay Hepin Situmorang's rights.

Dissatisfied with the decision issued by the Medan Industrial Relations Court, Hepin Situmorang filed a cassation. The result of the cassation decision accepted the lawsuit filed by Hepin Situmorang on the grounds that Martha Friska Hospital is a unity with PT Karya Utama Sehat Sejahtera and cannot be separated, therefore the non-participation of PT Karya Utama Sehat Sejahtera in bipartite negotiations and tripartite negotiations or mediation between Roma Lubis, and friends (101 people) including Hepin Situmorang with Martha Friska Hospital where Hepin Situmorang has attracted PT Karya Utama Sehat Sejahtera.

Therefore, this Industrial Relations Dispute is interesting to study and the difference in verdicts at the first level and cassation is because the judges have different interpretations regarding the two entities that are the defendants in this case. At the first level, the judge considers PT Karya Utama Sehat Sejahtera and RS Martha Friska as two different subjects so that both must be invited to negotiate, while the cassation level judge considers that PT Karya Utama Sehat Sejahtera and RS Martha Friska are one entity so that if one of them is present, it is considered that negotiations have occurred. On the basis of these problems, the researcher then developed a study entitled "Juridical Analysis of Judges' Decisions Regarding

Premature Lawsuits in the Settlement of Termination of Employment Problems, Case Study of Judge's Decision Number 1228 K/Pdt.Sus-PHI/2023.

## **METHODS**

This research method is one of the systems or ways of working that must be correct when conducting research with diligence and using applicable rules and is used to prove the scientific truth of the research conducted. The study approach used in this study involves the normative juridical method. The normative jurisprudence examined by this researcher is based on the premise that the supervision and evaluation of laws and regulations that are the basis for the consideration of the judge's decision Number 1228 K/Pdt.Sus-PHI/2023 regarding termination of employment due to premature lawsuit. The approach used in this study is known as the Statute Approach. The intended statutory approach is to analyze the problem of premature lawsuit in the settlement of the problem of termination of employment in Judge's Decision Number 1228 K/Pdt.Sus-PHI/2023 seen from the current legislation, namely Law No.13 of 2003 concerning Manpower. This study also uses a conceptual approach. This method provides a researcher's point of view to analyze the problem of premature lawsuits in resolving the problem of termination of employment in Judge Decision Number 1228 K/Pdt.Sus-PHI/2023. In looking at this problem, it can be viewed from the perspective of the legal principles that form its foundation or examine the values embedded in the regulations along with the concepts applied. The final method used is known as the Case Approach. This method involves analyzing cases that have received definitive decisions from the court. In this study, it analyzes the problem of premature lawsuit in the settlement of employment termination problems in Judge Decision Number 1228 K/Pdt.Sus-PHI/2023. The main thing that will be studied in this decision is to see the difference in the judge's consideration between the first decision and the cassation, so that it can be an argument in solving this problem.

## **RESULTS AND DISCUSSION**

### **Case Position**

A dispute case between Hepin Situmorang and PT Karya Utama Sehat Sejahtera and Martha Friska Hospital. Hepin Situmorang is a former employee who worked at Martha Friska Hospital with 17 years of service and the last wage received was Rp.3,222,557. Martha Friska Hospital is a business unit owned by PT Karya Utama Sehat Sejahtera which is responsible for settling the salaries owed to its employees (including Hepin Situmorang) who worked at Martha Friska Hospital. On July 23, 2020 PT Karya Utama Sejahtera and Martha Friska Hospital terminated its relationship with Hepin Situmorang for the reasons outlined below:

1. Martha Friska Pulo Brayan Medan Hospital is no longer able to extend the period of employee furloughs.
2. During the Covid-19 pandemic, the number of patients decreases so that the revenue of Martha Friska Pulo Brayan Hospital decreases.
3. The operating costs of Martha Friska Pulo Brayan Hospital are no longer covered.

The termination of employment carried out by PT Karya Utama Sejahtera and Martha Friska Hospital to Hepin Situmorang did not pay severance pay, long service pay and compensation pay in accordance with the provisions stipulated in Law No. 13 of 2003 concerning Manpower. The objection raised by Hepin Situmorang was not responded to by the hospital, so Mediation Negotiations were continued with a Mediator at the Medan City Manpower Office. Furthermore, the mediation did not result in an agreement, in which the



mediator issued a recommendation that Martha Friska Hospital pay Severance Pay amounting to 2 (two) times the provisions of Article 156 paragraph (2), Long Service Pay amounting to 1 (one) time the provisions of Article 156 paragraph (3) and Money in Lieu of Rights in accordance with the provisions of Article 156 paragraph (4) of Law Number 13 Year 2003 to workers. However, the recommendation of Martha Friska Hospital and PT Karya Utama Sejahtera did not implement the contents of the recommendation, so Hepin Situmorang filed this lawsuit in accordance with relevant legal regulations.

Then Hepin Situmorang brought this matter to the Medan Industrial Relations Court, but the lawsuit filed by Hepin Situmorang was rejected at the time of exception because PT Karya Utama Sehat Sejahtera must also participate in bipartite negotiations and mediation because of the party's relationship in the subject matter of the dispute, so that all parties have the same opportunity and space to prove who is the party obliged to pay Hepin Situmorang's rights.

Dissatisfied with the decision issued by the Medan Industrial Relations Court, Hepin Situmorang filed a cassation. The result of the cassation decision accepted the lawsuit filed by Hepin Situmorang on the grounds that Martha Friska Hospital is an integral part of PT Karya Utama Sehat Sejahtera and cannot be separated, therefore PT Karya Utama Sehat Sejahtera did not participate in bipartite negotiations and tripartite negotiations or mediation between Hepin Situmorang, and friends (101 people) including Hepin Situmorang with Martha Friska Hospital where Hepin Situmorang has attracted PT Karya Utama Sehat Sejahtera.

The difference in the verdicts at first instance and cassation level is because the judges have different interpretations regarding the two entities that became defendants in this case. In the first instance, the judges considered PT Karya Utama Sehat Sejahtera and RS Martha Friska as two different subjects so that they must be negotiated with, while the cassation judge considered that PT Karya Utama Sehat Sejahtera and RS Martha Friska are one entity so that if one of them is present, it is considered that negotiations have taken place.

#### **1. Analysis of the consideration of judges who determine premature lawsuits in case Number 1228 K/Pdt.Sus-PHI/2023 in accordance with the laws and regulations in the field of labor.**

An inadmissible lawsuit or (niet ontvankelijke verklaard/No.) refers to a legal action that contains formal defects, one variant of which is classified as a premature lawsuit. A premature lawsuit is understood as a lawsuit that has been commenced too soon. The condition of prematurity arises when the time limit for filing a lawsuit, as stipulated in the agreement, has not been reached; this occurs either due to late payment by the creditor or through an agreement made between the creditor and the debtor. Article 1238 of the Civil Code explains that debtors are deemed negligent either by warrant or through a similar document, or by virtue of their own obligations, which means that the debtor will be deemed negligent after the specified period has passed. In the judgment, the court can accept the exception of premature lawsuit because the parties have not gone through the process that should have been done.

According to the author, in this case Herpin Situmorang experienced a dispute over termination of employment without being paid by Martha Friska Hospital, which is a business unit owned by PT Karya Utama Sehat Sejahtera. Herpin Situmorang filed a lawsuit against PT Karya Utama Sehat Sejahtera and Martha Friska Hospital, this is because PT Karya Utama Sehat Sejahtera acts as a debtor which means that it is responsible for completing the salaries owed to employees including Herpin Situmorang.

The settlement of industrial relations conflicts through the initiation of a lawsuit in the Industrial Relations Court must meet the formal requirements set out in Law Number 13 Year 2003 concerning Manpower Article 136 paragraph (1) and paragraph (2):

- “ (1) Settlement of Industrial Relations Disputes shall be implemented by employers and workers/laborers or trade unions/labor unions by deliberation to reach consensus.  
(2) In the event that the settlement by deliberation to reach a consensus as referred to in paragraph (1) is not reached, then employers and workers/laborers or trade unions/labor unions shall settle industrial relations disputes through the industrial relations dispute settlement procedures stipulated in the law.”

Furthermore, Law Number 2 Year 2004 concerning Industrial Relations Dispute Resolution basically regulates the following provisions:

- Article 1 paragraph (10) bipartite negotiations are negotiations between workers/laborers or trade unions/labor unions and employers to resolve industrial relations disputes.
- Article 3 paragraph (1) industrial relations disputes must first be resolved through bipartite negotiations in a deliberative manner to reach consensus
- Article 6 paragraph (1) every negotiation as referred to in Article 3 must be made minutes signed by the parties.

It can be concluded that in the event of an industrial relations dispute, settlement must be carried out through deliberation between workers and employers or bipartite. In the case of Hepin Situmorang who was dismissed as an employee of Martha Friska Hospital without being given wages, a bipartite effort was made by Hepin Situmorang and Martha Friska Hospital without involving PT Karya Utama Sehat Sejahtera. This makes Hepin Situmorang's lawsuit a premature lawsuit or an unacceptable lawsuit. Because Martha Friska Hospital is a business unit of PT Karya Utama Sehat Sejahtera, the absence of PT Karya Utama Sehat Sejahtera is not a problem in the lawsuit, because Martha Friska Hospital is a business unit of PT Karya Utama Sehat Sejahtera which becomes one unit. The judge's consideration stating that the lawsuit filed by Hepin Situmorang became a premature or unacceptable lawsuit should not have happened, because Hepin Situmorang and Martha Friska Hospital have conducted bipartid which has been regulated in Law Number 13 of 2003 concerning Manpower and Law Number 2 of 2004 concerning Industrial Relations Dispute Resolution but did not succeed in resolving the problem, until finally it was necessary to file a lawsuit to the Industrial Relations Court.

## **2. Analysis of the legal consequences of the Supreme Court Judge's Decision Number 1228 K/Pdt.Sus-PHI/2023 regarding the termination of employment between Hepin Situmorang by PT Karya Utama Sehat Sejahtera.**

A judge's decision is a statement uttered by a judge as an official who has the authority and is pronounced at a trial which aims to end or resolve a case or dispute between the parties. According to Harahap, the judge's decision from its nature can be divided into three, including:

1. Declaratory Judgment, a decision rendered by a judge with a ruling that states about a situation or position that is valid according to the law alone;
2. Constitutive verdict, a verdict rendered by a judge whose ruling creates a new legal situation either negating a legal situation or creating a new legal situation;
3. Condemnatoir verdict in a verdict handed down by a judge with punitive rulings;

The legal consequences after the issuance of the Supreme Court Decision Number 1228 K/Pdt.Sus-PHI/2023 between Hepin Situmorang by PT Karya Utama Sehat Sejahtera is to cancel the Decision of the Industrial Relations Court at the Medan District Court Number 74/Pdt.Sus-PHI/2023/PN.Mdn on May 8, 2023. The next legal consequence is that the employment relationship between Hepin Situmorang and Martha Friska Hospital, which is part of PT Karya Utama Sehat Sejahtera, has been broken since the issuance of a letter of termination of employment against Hepin Situmorang dated July 26, 2020. So that the legal relationship between the two parties has changed due to the termination of employment received by Hepin Situmorang by Martha Friska Hospital.

The legal consequences arising from the termination are that PT Karya Utama Sehat Sejahtera has an obligation to pay Hepin Situmorang's rights in accordance with the Judge's decision. As a result of termination of employment, employers must pay severance pay, long service pay, and compensation pay in accordance with the provisions stipulated in Law Number 13 of 2003 concerning Manpower. In this case Hepin Situmorang will get money as severance pay, long service pay, and compensation of rights in the amount of Rp 33,836,848.00 (thirty-three million eight hundred thirty-six thousand eight hundred forty-eight rupiah) which will be paid by PT Karya Utama Sehat.

## **CLOSING**

### **Conclusion**

Based on the results of research and analysis of the problems that have been carried out by the author, the following conclusions can be drawn:

1. In the event of an industrial relations dispute, settlement must be made through deliberation between workers and employers or bipartite. In the case of Hepin Situmorang who was dismissed as an employee of Martha Friska Hospital without being given wages, a bipartite effort was made by Hepin Situmorang and Martha Friska Hospital without involving PT Karya Utama Sehat Sejahtera. This makes Hepin Situmorang's lawsuit a premature lawsuit or an unacceptable lawsuit. Because Martha Friska Hospital is a business unit of PT Karya Utama Sehat Sejahtera, the absence of PT Karya Utama Sehat Sejahtera is not a problem in the lawsuit, because Martha Friska Hospital is a business unit of PT Karya Utama Sehat Sejahtera which becomes one unit. The judge's consideration stating that the lawsuit filed by Hepin Situmorang became a premature lawsuit or was not accepted should not have happened, because Hepin Situmorang and Martha Friska Hospital had conducted a bipartid which was regulated in Law Number 13 of 2003 concerning Manpower and Law Number 2 of 2004 concerning Industrial Relations Dispute Resolution but did not succeed in resolving the problem, until finally it was necessary to file a lawsuit at the Industrial Relations Court. The legal consequences after the issuance of Supreme Court Decision Number 1228 K/Pdt.Sus-PHI/2023 between Hepin Situmorang by PT Karya Utama Sehat Sejahtera are to cancel the Decision of the Industrial Relations Court at the Medan District Court Number 74/Pdt.Sus-PHI/2023/PN.Mdn on May 8, 2023. The next legal consequence is that the employment relationship between Hepin Situmorang and Martha Friska Hospital, which is part of PT Karya Utama Sehat Sejahtera, has been terminated since the issuance of a letter of termination of employment against Hepin Situmorang dated July 26, 2020. So that the legal relationship between the two parties has changed due to the termination of employment received by Hepin Situmorang by Martha Friska Hospital.
2. The legal consequences arising from the termination are that PT Karya Utama Sehat Sejahtera has an obligation to pay Hepin Situmorang's rights in accordance with the

Judge's decision. As a result of termination of employment, employers must pay severance pay, long service pay, and compensation pay in accordance with the provisions stipulated in Law Number 13 of 2003 concerning Manpower. In this case Hepin Situmorang will get money as severance pay, long service pay, and compensation of rights in the amount of Rp 33,836,848.00 (thirty-three million delapan hundred thirty-six thousand eight hundred forty-eight rupiah) which will be paid by PT Karya Utama Sehat.

#### **Advice**

1. To the panel of judges of the Industrial Relations Court so that judges in deciding cases always prioritize the principles of justice, transparency, and accountability, and pay more attention to the rights of workers as vulnerable parties in labor relations.
2. For companies to comply with applicable regulations and ensure payment of compensation after termination of employment in accordance with existing provisions. This is an obligation of employers to provide workers' rights and uphold the principle of justice in employment relations, so as to create a fair and balanced work environment for all parties involved.

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