

## Legal Sanctions Related To The Consideration Of Judges In Decision Number 1306 / K/Pid- Sus/Phi/2017

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### **Abstract**

The issues raised in this thesis are how the legal consequences for workers without a written work Agreement and the consequences for employers or employers, how the legal protection of workers who receive wages under UMP and how the legal sanctions related to the consideration of judges in Decision No. 1306/K / Pdt.Sus-PHI/2017. The research method used in this study is normative juridical research. Normative legal research is a study of secondary data. The nature of this study is descriptive analysis. Data collection techniques this study was conducted by the method of library research (library research). The legal consequences for workers without a written employment agreement and the consequences for employers or employers are expressed as an indefinite employment agreement (PKWTT) or permanent employees. PKWT that is made unwritten is stated as a work agreement for an indefinite period (PKWTT). Legal protection of workers who receive wages under UMP there are two forms, namely preventive protection and repressive protection. Preventive protection is contained in Article 88 Paragraphs (1) and (2) of Law No. 13 of 2003 concerning manpower. Repressive legal protection, can be seen from the decision of the Supreme Court judges in Decision No. 1306/K / Pdt.Sus-PHI/2017 which stated that it sentenced the defendant to pay severance to the plaintiffs in the amount of Rp29, 235, 300.00 (twenty-nine million two hundred thirty-five thousand three hundred rupiah), as a fulfillment of the plaintiff's Rights demanded by the plaintiff to the defendant. Legal sanctions related to the consideration of judges in Decision No. 1306/K / Pdt.Sus-PHI / 2017, which states that it punishes the defendant to pay severance pay to the plaintiffs in the amount of Rp29, 235, 300.00 (twenty-nine million two hundred thirty-five thousand three hundred rupiah), as a fulfillment of the plaintiff's Rights demanded by the plaintiff to the defendant

**Keywords:** Work Accidents Labor Law, The State Minimum Wage (UMP).

### **1. INTRODUCTION**

Man in his life always strives to satisfy all his needs. The needs of life are very varied, little or much is relative depending on the ability or purchasing power of a person. A person's purchasing power is certainly greatly influenced by the income he earns in a certain period of time after he works. Working in a company that can meet a decent life is the desire of every worker. Laborers, workers, labor or employees are basically human beings who use their energy and ability to get compensation in the form of

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income in the form of money or other forms to an employer or entrepreneur or employer. Every human being always needs money to meet their needs. To meet these needs, people have to work. Work can be done independently or work to other people/companies (private) as workers/laborers. Working with others raises the occurrence of labor relations, namely the relationship between employers and workers/workers based on labor agreements. In this case, it has an element of wage work from working for other people/companies (private) as workers / laborers. Working with others raises the occurrence of labor relations, namely the relationship between employers and workers/workers based on labor agreements.

Based on Article 1 Number 15 of Law No. 13 of 2003 on employment, it is stated that what is meant by Employment Relations is the relationship between employers and workers/laborers based on labor agreements, which have elements of work, wages, and orders. An employment relationship is a relationship between an employer and a worker arising from an employment agreement that is held for a certain time or indefinite period. Labor relations are also called Labor Relations or industrial relations. There are 3 (three) elements / factors that determine the employment relationship, namely: 1. There is work to be done; 2. The presence of orders (working on orders of superiors/employers); and 3. Presence of wages.

One of the rights of workers / laborers is to get wages from employers/employers. Matters concerning the wages of workers / laborers have been regulated in laws and regulations set by the government, among others, Law No. 13 of 2003 on employment and Government Regulation No. 78 of 2015 on wages. Wages are the rights of workers/workers received and expressed in the form of money in return from employers or employers to workers/workers who are set and paid according to an employment agreement, agreement, or legislation, including benefits for workers/workers and their families for a job and/or services that have been or will be performed. The wages provided are expected to meet the livelihood of workers/laborers properly and achieve a prosperous level of life. In addition to ensuring a decent life for workers, the provision of fair and correct wages to employees is very important for companies and employees. The company will get employees who are willing to work and carry out their duties well, while employees feel the provision of wages as a reward for the work that has been carried out. The provision of decent wages can also provide motivation for workers to work well and be loyal.

The main motivation of a worker working in a company is to improve well-being and develop a career. One of them is the increase in income from wages / salaries that are in accordance with their duties, functions and responsibilities. Talking about a decent life can not be separated from the wage system that takes place in our country based on Law No. 13 of 2003

concerning Labor contained in Article 88 paragraph (1) “every worker/laborer has the right to obtain income that meets a decent livelihood for humanity.” The state needs to pay attention to whether the wage system is appropriate, because the people of Indonesia, especially workers, already get the minimum wage in accordance with the needs of each Indonesian citizen, in order to achieve the ideals of the state contained in the Constitution of the Republic of Indonesia in 1945 to prosper the lives of the people.

To that end, the government sets policies related to wages to protect workers / laborers so that their income can meet a decent livelihood for humanity. The policy, among others, as stipulated in Article 88 paragraph (3) of Law No. 13 of 2003 concerning manpower, namely: 1. Minimum wage; 2. Overtime pay; 3. Wages do not come to work because of the inability; 4. Wages do not go to work because of other activities outside of work; 5. Wages for exercising the right to time off work; 6. Forms and methods of payment of wages; 7. Fines and deductions from wages; 8. Things that can be taken into account with wages; 9. Proportional wage structure and scale; 10. Wages for severance payments; and 11. Wages for the calculation of income tax.

Speaking of wages is very necessary to be considered seriously because of the many complaints from various parties both employers and workers where the wage system implemented in a company is already creating justice, between both employers and workers and the creation of welfare in the ideals of the founders of this country based on the Basic Law, by looking at various cases, it still needs to be taken seriously because the occurrence of social inequality between workers and employers must be given appropriate limits, the state needs to be present by providing a balance between employers and workers.

The protection of Indonesian citizens is mandated in the preamble of the Constitution of the Republic of Indonesia in 1945. The rights of citizens are listed in the Constitution of the Republic of Indonesia in 1945, one of those rights is related to employment. Legal protection of workers is the fulfillment of rights protected by the Constitution as stipulated in Article 27 paragraph (2) of the Constitution of the Republic of Indonesia year 1945 which reads “Every citizen has the right to work and a decent livelihood for humanity.” The provisions of Article 27 paragraph (2) of the 1945 Constitution, can be used as a basis in determining the amount of workers' wages for the services they have done. Wages are given by the employer to the workforce, which is bound by an employment relationship and based on an employment agreement. Determination of the amount of wages adjusted to the applicable minimum wage standards.

Further protection is mandated in Article 28 d paragraph (2) of the 1945 Constitution, which states that “everyone has the right to work and to

receive fair and decent remuneration and treatment in the employment relationship.” Perceived wages still remain a major issue in developing countries such as Indonesia. On the one hand, workers expect high wages, but on the other hand, employers pay high wages that will burden the company's operating costs. Ultimately wages remain a key issue in the field of employment. Although the legislation has been enacted, in fact workers / laborers are still in a weak position and receive wages that are not in accordance with the legislation, namely below the minimum wage. One of the facts that there are still workers who receive wages below the UMP is contained in decision number 1306k/Pdt.Sus-PHI/2017, where the defendant is PT. Tri Bangun Perkasa work Unit Grand Nanggroe Hotel, located on Jalan Tgk. Imum Lueng Bata, Banda Aceh, and as plaintiffs are Dwi Maulana and Wahyu Afrizal.

At the beginning of work, namely Plaintiff I since 2013 and Plaintiff II since 2011 to 2015, the plaintiffs never made and were given a written employment agreement by the defendant, but a written employment agreement between the plaintiffs and the defendant was only made and signed on January 1, 2016 with a work agreement period of 1 (one) year, starting from January 1, 2016 to December 31, 2016. In the period of work until 2015 the plaintiffs had repeatedly questioned about the written work agreement to the defendant through the HRD assistant who was then answered to be asked to his boss (HRD Manager) and had also asked the CEO of Grand Nanggroe Hotel (Edi Susanto) but also not followed up on making a written work agreement. However, the plaintiffs continue to work as usual continuously without interruption even though they do not have a written employment agreement, it is very reasonable for the legal status of the plaintiffs to be an indefinite employment agreement.

The plaintiffs get the last wage from Defendant PT. Tri Bangun Perkasa work unit Grand Nanggroe Hotel every month amounting to Rp2.074.460, (two million seventy-four thousand four hundred and sixty rupiah), but considering the wages received by the plaintiffs are not in accordance with the provisions of the provincial Minimum wage (UMP) Aceh in 2016, then in the lawsuit a quo last wages of the plaintiffs must be calculated in accordance UMP Aceh in 2016 amounting to Rp2.118.500,00 (two million one hundred eighteen thousand five hundred rupiah) in accordance with Aceh governor Regulation Number 60 of 2015. Because the plaintiffs did not get wages according to UMP, when the plaintiffs were laid off, the plaintiffs filed a lawsuit with the Industrial Relations Court at the Banda Aceh district court to ask for the remaining plaintiffs ' wages and other rights.

The wage system in a country is usually based on the philosophy or theory adopted by that country. Wage system in Indonesia is generally based on three functions of wages, namely : a. Ensuring a decent life for workers

and their families, b. Reflect the rewards for one's work and c. Provide incentives to encourage increased work productivity. So look at the case, that there are still workers who do not get wages in accordance with the mandate of the 1945 Constitution, where the rights of workers have been regulated and protected by the Constitution as a basic right of citizens. The position of workers tends to be in a weaker position compared to employers, because inevitably workers who want a job will receive wages set by employers even though the wages are not in accordance with applicable regulations. The welfare of workers is one of the goals set by the Indonesian labor law, so it is the obligation of the state to strive to achieve these goals, of course with the support of the community, especially employers and workers. The welfare of workers depends more on the amount of wages and other income and facilities they receive.

## **2. RESEARCH METHOD**

The type of research chosen is normative legal research that is research establish the law as a system of norms. The system of norms in question is about the principles, norms, rules and regulations. Peter Mahmud Marzuki that: 'normative legal research is a process of finding a rule of law, principles of law, as well as legal doctrines to answer legal problems faced. Normative legal research conducted to produce argumentation, theory or a new concept as a prescription in solving the problem at hand. research normative law is also called doctrinal legal research, namely research aimed at to provide a detailed systematic explanation of the rule of law governing the field of specific legal rules, analyze the relationship between the rules of law one denhan the other, explaining the elusive parts of a rule of law and it also includes predictions of the future development of a particular rule of law. Doctrinal legal research is library-based research whose focus is analysis of primary legal materials. This type of research is based on the thought that this study to analyze a system of norms or rules.

## **3. RESULT AND ANALYSIS**

In this case the plaintiff is Dwi Maulana and Wahyu Afrizal and the defendant is PT. Tri Bangun Perkasa work unit Grand Nanggroe Hotel in the city of Banda Aceh. The plaintiffs are employees of PT. Tri Bangun Perkasa with work placement at Grand Nanggroe Hotel in Banda Aceh. The plaintiffs have worked at PT. Tri Bangun Perkasa Grand Nanggroe Hotel work unit with different periods of work and get the last wage according to the last work agreement with the following details:

Name	Departme nt	Workplace	Start Of Work	Termination Of Employment
Dwi	Waiters	Hotel	10	28

Maulana		Grand Nanggroe di Banda Aceh	September 2013	Desember 2016
Wahyu Afrizal	House Keeping	Hotel Grand Nanggroe di Banda Aceh	Nopember 2011	Nopember 2011

At the beginning of work, namely Plaintiff I since 2013 and Plaintiff II since 2011 to 2015, the plaintiffs never made and were given a written employment agreement by the defendant, but a written employment agreement between the plaintiffs and the defendant was only made and signed on January 1, 2016 with a work agreement period of 1 (one) year, starting from January 1, 2016 to December 31, 2016. In the period of work until 2015 the plaintiffs had repeatedly questioned about the written work agreement to the defendant through the HRD assistant who was then answered to be asked to his boss (HRD Manager) and had also asked the CEO of Grand Nanggroe Hotel (Edi Susanto) but also not followed up on making a written work agreement. However, the plaintiffs continue to work as usual continuously without interruption even though they do not have a written employment agreement, it is very reasonable for the legal status of the plaintiffs to be an indefinite employment agreement.

Furthermore, the plaintiffs were laid off orally by the HRD Manager, where Plaintiff I was laid off on December 28, 2016 and to Plaintiff II was laid off on December 18, 2016 by reason of layoffs because the Hotel was being rehabilitated, fewer hotel guests, not much work, because the company will reduce employees and has become a decision of the company's leadership so, but specifically to the plaintiff I was given a certificate of service by the defendant with a letter dated December 31, 2016 which basically mentions the plaintiff I's service period from September 10, 2013 to December 31, 2016. The plaintiffs get the last wage from Defendant PT. Tri Bangun Perkasa work unit Grand Nanggroe Hotel every month amounting to Rp2.074.460, (two million seventy-four thousand four hundred and sixty rupiah), but considering the wages received by the plaintiffs are not in accordance with the provisions of the provincial Minimum wage (UMP) Aceh in 2016, then in the lawsuit a quo last wages of the plaintiffs must be calculated in accordance UMP Aceh in 2016 amounting to Rp2.118.500,00 (two million one hundred eighteen thousand five hundred rupiah) in accordance with Aceh governor Regulation Number 60 of 2015.

#### 4. CONCLUSION

Implementation of legal protection in PT. Indo Hutama Jaya is the legal protection of working hours and breaks, salaries or wages, bonuses or benefits, and the existence of facilities regarding Occupational Safety and health, such as personal protective equipment, guard posts, bathrooms. But in the employment agreement PT. Indo Hutama Jaya, workers do not receive protection regarding Occupational Safety and Health and workers are not included in the BPJS Ketenagakerjaan program. For the implementation of Occupational Safety and Health Protection at PT. Indus Hutama Jaya in accordance with law No. 1 Of 1970 On Occupational Safety.

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