

ABSTRACT

Indonesian migrant women labours (TKI/TKW) during their employment in a broad often encounter some problems. In the face of such problem a law protection is needed, especially in reproduction right. One of such efforts is working contract.

The purpose of this research is to know whether a formulation in clause of employment contract represents a law protection in reproduction right for TKI. The second objective is to know what law effort the women labour can do when any time they are dismissed unilaterally by their employers because they get marriage or when they are pregnant in the course of employment contract.

This is a normative juridisch research. This is a case study on the working contract TKI with the employer in Malaysia through PT Binawan Inti Utama and PT Bijak.

The results show that there are two clauses contrary to the convention on the elimination of all forms of discrimination against women; the employment ordinance (ACT) 1995 Malaysia. Consequently Such contract is nictig van rechtswege.

Anything the TKI can do get their rights is through unanimous deliberation, diplomatic, or legal effort. Law effort can be done by TKI through some steps; they can bring their claims to the Labour Officer; to the industrial court; appeal to the High Court and finally to the Supreme Court.

Keyword : the employment contract, legal protection, reproduction right, Indonesian migrant women labours.