

**Perlindungan Hukum bagi Pekerja dalam Perjanjian Pemborongan
Pekerjaan secara *Outsourcing*
(studi kasus PT. PERTAMINA EP)**

Intisari Oleh

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Tujuan dari penelitian ini adalah untuk mengetahui dan mengkaji pemenuhan hak-hak Pekerja *Outsourcing* dalam perjanjian kerja antara pekerja *outsourcing* dengan Perusahaan penerima pemborongan pekerjaan serta perjanjian pemborongan pekerjaan antara PT. PERTAMINA EP dan Perusahaan penerima pemborongan pekerjaan berdasarkan Peraturan Perundang-undangan yang berlaku.

Cara penelitian yang digunakan adalah Normatif Empiris. Penelitian Normatif dilakukan dengan penelitian kepustakaan untuk mendapatkan data sekunder yang didapatkan dengan mempelajari bahan hukum primer, bahan hukum sekunder dan bahan hukum tersier. Adapun penelitian Empiris dilakukan dengan mewawancarai beberapa narasumber yang berkompeten untuk mendapatkan data primer. Metode analisis data yang digunakan adalah kualitatif dan dijabarkan dengan proses Deskriptif Analitis, maksudnya yaitu data primer yang didapatkan dihubungkan dengan data sekunder sehingga diperoleh jawaban atas permasalahan penelitian.

Hasil penelitian pertama menunjukkan bahwa Perjanjian kerja antara pekerja *outsourcing* dengan Perusahaan penyedia tenaga kerja belum sepenuhnya memenuhi hak-hak Pekerja *Outsourcing* berdasarkan Peraturan Perundang-undangan yang berlaku. Adapun beberapa hal yang menyebabkan belum terpenuhinya hak-hak pekerja antara lain PT. X tidak memberikan gaji berdasarkan tarif yang disepakati di dalam Perjanjian Pemborongan, PT. X membayar iuran BPJS para pekerja *Outsourcing* tidak sesuai dengan gaji berdasarkan perjanjian kerja, hal tersebut menyebabkan pengurangan terhadap besarnya uang Jaminan yang pekerja *Outsourcing* yang akan terima di kemudian hari. Hasil penelitian yang kedua menunjukkan bahwa perjanjian pemborongan pekerjaan antara PT. PERTAMINA EP dan PT. X belum sepenuhnya memberikan pemenuhan hak-hak pekerja *outsourcing* berdasarkan Peraturan Perundang-undangan yang berlaku. Hal ini dikarenakan perjanjian pemborongan pekerjaan antara PT. PERTAMINA EP dan PT. X tidak mengatur secara tegas berkaitan dengan sanksi yang diterima PT. X jika gaji yang diberikan kepada Pekerja *Outsourcing* tidak sesuai tarif yang disepakati, pengawasan yang dilakukan oleh PT. Pertamina EP tidak optimal.

Kata Kunci: Perlindungan Hukum, Perjanjian Kerja Waktu Tertentu

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Legal Protection for Workers in *Outsourcing* Work Contracts (PT. PERTAMINA EP case study)

Abstract By

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The purpose of this study is to find out and examine the fulfillment of the rights of Outsourcing Workers in a work agreement between an outsourced worker and the company receiving a job contract as well as an employment contract between PT. PERTAMINA EP and the Company recipient of the contracting of work based on the prevailing laws and regulations.

The method of research used is Normative Empirical. Normative research is carried out by library research to obtain secondary data obtained by studying primary legal materials, secondary legal materials and tertiary legal materials. The Empirical research was conducted by interviewing several competent speakers to obtain primary data. The data analysis method used is qualitative and is explained by an Analytical Descriptive process, meaning that the primary data obtained is associated with secondary data so that answers to research problems are obtained.

The results of the first study indicate that the employment agreement between outsourced workers and labor-providing companies has not fully fulfilled the rights of outsourcing workers based on the prevailing laws and regulations. As for some things that have not fulfilled the rights of workers, among others, PT. X does not provide salary based on the agreed rates in the chartering agreement, PT. X paying BPJS fees for Outsourcing workers is not in accordance with the salary based on the work agreement, this causes a reduction in the amount of the Guarantee money that Outsourcing workers will receive in the future. The second result of the research shows that the contract of employment agreement between PT. PERTAMINA EP and PT. X has not fully provided fulfillment of the rights of outsourced workers based on the prevailing laws and regulations. This is due to the work contract agreement between PT. PERTAMINA EP and PT. X does not explicitly regulate the sanctions received by PT. X if the salary given to Outsourcing Workers does not match the agreed tariff, the supervision carried out by PT. Pertamina EP is not optimal.

Keywords: Legal Protection, Specific Time Work Agreements.

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