

**PELAKSANAAN PERJANJIAN PENYEDIAAN JASA SATUAN  
PENGAMAN (SATPAM) ANTARA PT. BANK RAKYAT  
INDONESIA (PERSERO) Tbk CABANG CIK DITIRO  
YOGYAKARTA DENGAN PT. PRIMA KARYA  
SARANA SEJAHTERA (PKSS)**

**INTISARI**

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Penelitian ini bertujuan untuk mengetahui praktik pelaksanaan perjanjian Penyediaan Jasa Satuan pengaman (Satpam) antara Bank BRI dengan PT PKSS, dan mengetahui faktor-faktor penghambat dalam praktik pelaksanaan perjanjian tersebut, serta bagaimana bentuk perlindungan hukum bagi tenaga kerja satuan pengaman (satpam) yang mengalami PHK yang telah bekerja selama 5 tahun PT. PKSS.

Metode penelitian yang digunakan adalah penelitian yuridis – empiris, jenis penelitian menggunakan penelitian yuridis dan sumber data diperoleh dari data primer (observasi dan wawancara) dan data sekunder (dari buku-buku dan sumber-sumber hukum yang terkait). Data yang didapat kemudian diolah yang nantinya dapat menjawab .

Hasil penelitian, pelaksanaan perjanjian kontrak satpam antara BRI Cabang Yogyakarta Cik Ditiro dengan PT. PKSS, jika dilihat dari syarat-syarat dan isi perjanjian sudah sesuai dengan UU No. 13 Tahun 2003 tentang Ketenagakerjaan dimana di dalam perjanjian kerja waktu tertentu tersebut sudah memenuhi syarat pada Pasal 54, namun dalam praktek pelaksanaannya masih ada hambatan yang terjadi seperti belum adanya kejelasan bagi para satpam apabila terjadi perselisihan terhadap salary/gaji akibat dari jam lembur atau gaji pengganti libur, sistem kerja yang tidak terkoordinir, adanya prosedur perijinan yang rumit apabila satpam berhalangan hadir masuk atau ijin sementara. Serta kurang adanya jaminan hidup seperti asuransi kesehatan dan asuransi jiwa, masih ditambah adanya pekerjaan diluar job discription yang dijelaskan tanpa adanya tunjangan/bonus.

**Kata kunci :** Perjanjian, Outsourcing, Satpam, Perlindungan Hukum, Ketenagakerjaan

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**IMPLEMENTATION OF THE AGREEMENT ON THE SECURITY  
GUARD SERVICE PROVIDER BETWEEN PT BANK RAKYAT  
INDONESIA (PERSERO) TBK CIK DI TIRO YOGYAKARTA  
BRANCH WITH PT PRIMA KARYA SARANA  
SEJAHTERA (PKSS)**

**ABSTRACT**

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This study aims to determine the practical implementation of the agreement on the security Guard service provider between PT. BRI Cik Ditiro Yogyakarta Branch with PT. PKSS, and knowing what obstacles occur in the implementation of the agreement what form of legal protection for the security guards who were laid off who have worked for 5 years.

The research used juridical empirical research. It was juridical research with data obtained from primary data (observation and interview) and secondary data (from related books and law sources).

The research indicated that the procedure beginning from contract agreement and assignment of security guard from PKSS to user (BRI Cik Di Tiro Yogyakarta Branch) and term and content of the agreement has agreed to Law no 13 of 2003 on Man Power. The agreement has met condition in Article 54. However, in its implementation, there were still obstacles such as no clearness for security guard when there were disputes about salary due to overtime or salary for vacation substitution, uncoordinated working system, and complex permit system when security guard will ask leave. In addition, there were less live securities such as health insurance and life insurance and additional job other than job description without additional bonus.

For recommendation, security guard should understand term and condition of contract worker that follow outsourcing system where contract worker has no status as permanent employee of PT PKSS. Therefore, contract worker should understand status and risk of outsourcing working, so they are not worry about their future after the contact ends. PKSS and BRI should be clearer in implementing the working contract. They should do improvement on working relationship between contract worker and employer. So, working relationship between both parties is clear. So, legal certainty is required particularly in legal relationship between parties and legal protection for working in relation to working condition, social insurance and working protection.

**Keywords:** contract, outsourcing, security guard, legal protection, procedure

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