

ABSTRACT

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JURIDICAL REVIEW ON TORTS BY OUTSOURCING WORKERS (CASE STUDY OF PAMEKASAN DISTRICT COURT VERDICT NUMBER 8/Pdt.G/2018/PN. Pmk)

Outsourcing system was implemented with the aim of creating an effective, efficient, and productive work environment. Outsourcing is carried by transferring part of the company's activities and decision-making rights to another party (provider company), where this action is bound by an outsourcing agreement between the provider company and the user company, also work agreement between the worker and the provider company. Based on this agreement, the responsibility of the wages and welfare, working conditions, as well as disputes that arise are on the provider company. This condition causing the absence of supervision from the user company and this is what causes illegal action such as torts in carrying out work. This research aims to find out the legal relationship between the parties related to outsourcing system agreement, either based on outsourcing agreement between the outsourcing service provider company PT. Karya Manunggal Jati and the outsourcing service user company CV. Graha Bertiga, in this case as the plaintiff, or based on the work agreement between the outsourcing worker Lisno, in this case as the defendant, and PT. Karya Manunggal Jati. Writer also wants to find out whether the outsourcing worker fulfills the elements of the torts as contained in Article 1365 of the Indonesian Civil Code. The type of research methodology used in this paper is normative research with the statutory approach and case approach. The data type used in the research is secondary data obtained through written documents such as literature studies and books. The data that have been obtained will be analyzed qualitatively. The result of this research show that the legal relations that exist on the outsourcing system agreement are between PT. Karya Manunggal Jati and CV. Graha Bertiga, that based on outsourcing service agreement, and between PT. Karya Manunggal Jati and Lisno, that based on work agreement. Legally, there is no work relations between Lisno and CV. Graha Bertiga, but as an employee of CV. Graha Bertiga, Lisno has the duties and responsibilities as stated in company's regulation where he works. Another result of this research shows that Lisno as the outsourcing worker that works at the plaintiff's company has fulfilled the elements of the torts stated in Article 1365 of the Indonesian Civil Code.

References: 66 (1978-2021)

Keywords: Torts, Outsourcing, Work Relations