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**OUTSOURCING AND WORKFORCE MANAGEMENT AT PT  
INDOFARM SUKSES MAKMUR ACCORDING TO LAW NO.  
13 OF 2003 ABOUT EMPLOYMENT****Dody Partogi Nadeak, Anissa Zahra, Luhut Leonard**

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**ABSTRACT**

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*Protection Rules that apply to workers As the fulfillment of inherent core rights / there is stipulated in the constitution contained in one of the articles in the 1945 Constitution,due to the enactment of employers as if accepting the legalization of enforcing pre-employment outsourcing regardless of the things that are stopped by the Law. This study will analyze the main conflicts that are in sync with the title using the scope of the problem that is going on, as already stated above using a normative juridical approach. The data is obtained, listed in the form of a concept model that will be the primary base in analyzing. As for the writing of this scientific work the way used to analyze data has been taken using descriptive methods (non statistics). Legislation containing the content of employment as the basis in the step of setting the lower limit of workers' salaries to create and for the welfare of workers in north Sumatra province. The role of laws and rules on how to set the lower limit wages cannot help workers to achieve the adequacy of workers.*

**Keywords:** *Outsourcing, Employment Law, Labor, Wages.*

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## INTRODUCTION

Rules for workers is a form of achieving binding personal rights and regulated by the applicable institutions as contained in the legislation. The perceived discrepancy of workers regarding personal rights has been fundamental and has been limited by the constitution is a distorted act within everyone's human rights. But, according to Bagir Manan, only act can give limitation for human rights.

Labor feuds related to the interaction of workers are difficult to run between companies and companies that employ workers. otherwise through the procurement of employment agreements. It will have an effect on the balance of perfection in forming a deal- there can be a form of business competition increasingly difficult will result in the company holding efficiency solutions porto. the form of settlement is outsourcing, the use of this way has an impact for companies able to save money out on financing labor trainers who have worked in the successful Indofarm Company Makmur.

Outsourcing becomes a form of several ways of business in a service provider company, where the service provider can act administratively and the arrangement of the meaning and criteria has been contained in the agreement of the Outsourcing. in the labor rules in Indonesia as a form of labor providers and providers of energy

services work rules setting Outsourcing Indonesia is not perfect.

It can also be said that outsourcing becomes the delivery of the company's activities at least a small amount to workers loaded on the agreement agreement. that activity could include the production part, together with energy in forming an agreement in making the contents of the agreement at PT Indofarm Sukses Makmur.

The implementation of outsourcing there is also experiencing a variety of weaknesses that are most important in this case resulting from the lack of regulation regulated by the government is also an injustice for workers with employers, without workers Regardless of the basis of the matter, in essence outsourcing practices will be difficult to face employers , let alone workers. due to the enactment of the Article concerning Labor, employers can accept the legality of outsourcing by ignoring anything that should not be done in the Act.

The primary reason for outsourcing is to make the company so that it can increase the concentration of business because operational activities have been bestowed on workers, reducing the impact of the company i.e. outsourcing. operational impact of PT. Indofarm Sukses Makmur is able to be dilimpakan on related, the origin of procurement of power in the company that is able to be used for the benefit of yang other, effesiensi porto using the utilization of funds

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previously used for investment can be functioned into operational porto, working on the origin of human resources (HR) competent in their fields because the work energy provided by the outsourcing company is a work energy that has been trained and competent in its field &the latter is a control procedure as better.

The idea of outsourcing is a way to divide business risk on a variety of issues, including employment. outsourcing in termsin has not initially been formally identified as a business tactic. This is because many companies are merely preparing themselves in exclusive sections that they are able to do as for the parts that can not be done internally can be done by outsourcing.

## METHOD

This paper will analyze the subject matterinaccordance with the scope of the problem in question, as mentioned above using a normative juridical approach. Where the juridical approachhas been has been done based on the main legal resources by involving the basic principles of law in accordance with the laws and regulations related to in this Writing. The way made in this writing uses adjustments that are library, by reading the source of books, laws and regulations, as well as factual information of the results of the claim. Data Collection Techniques, something crucial in the research as well as the data loaded

really right sync according to the title that has been written, studied how to collect data that is often used, but how to collect data in the field and how to use the technique in the field.

Participant Observation is a natural way in which all of us writers rarely do it, either consciously or not. the most important thing is that not all whatcan be observed can be claimed observation is a way of unification anda using themeans ofobservation and penulisan secarasystematic, logical, objective and rational about the phenomenon. In this article, the author describes the observation process of participating in using the way we interactexclusively and interact in activities carried out by research subjects on the environment, in addition to systematically using data. Data Analysis, The archive that we have obtained,listed in a drafting of the past concept is certain to be the primary basis on putting the analysis. In this study used in reading the concept that has been taken is using narrative methods, research has been compiled using archival descriptors usingterms or subjects distinguished to conclude.

## DISCUSSION

### Obligations of Workers of PT Indofarm Sukses Makmur.

Jimly Asshiddiqie in Eka NAM Sihombing and Irwansyah stated that the Indonesian legal system so that a court ruling can be financed into jurisprudence, it is necessary that the court's decision (i) should be able to a permanent legal

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ruling; (ii) a good name in the sense of fairness for the parties concerned; (iii) a ruling that may exist multiple times or where the pattern is in several separate places; (iv) the norms contained therein do exist in the rules in which they apply or if there is not so clearly; and (v) the ruling considers jurisprudence and sketches by the examination team or the assessment team of the offender by the Supreme Court or the Constitutional Court to be a permanent jurisprudence.<sup>1</sup>

Obligations to be performed by PT. Indofarm Sukses Makmur, here are some descriptions about the form of obligations based on work agreements can be found several elements, namely, elements of work, second (service), and third (time). In the Legislation, there is a necessity of workers, the point can be simplified into several forms of obligations:

### 1) Mandatory form of work.

Workers must carry out the work agreed in the agreement based on their ability to use their abilities best in principle to do so on their own. As for some reason, the provisions may be set aside. the reason for using the permit with the knowledge of the company and in the form of a letter of agreement from before. therefore the principle of wages paid if workers refuse to do their jobs can be set aside. the form of employment is in fact workers who create a joint

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<sup>1</sup> Eka N.A.M Sihombing, Irwansyah, *Hukum Tata Negara*, (Medan: Enam Media, 2019). p. 10.

agreement are able to find other ways to replace the work of workers or ask for applications to companies with provisions and contained in article 1603a of the Civil Code.

### 2) Rules and instructions.

Workers must obey the instructions on the work in terms of carrying it out and instructions aimed at adjusting the form of discipline in the company PT. Indofarm Sukses Makmur. That is, in sync with the provisions, workers must comply with the instructions of the company or officials who have authority and put instructions for the smooth discipline of this company.

If this instruction does not contain the word mandatory, can be carried out by workers is a job that is often done by the company PT. Indofarm Sukses Makmur. by using legislation, moral habits, norms and in general, workers do not have to obey the orders contained in the agreement.

Labor rights have been regulated in the Employment<sup>2</sup> Law. In addition, when it comes to matters attached to the employment agreement, not in accordance with one of the other but is keharusan based on the rights of workers, if in an employment agreement is not clearly loaded, it can be feared that

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<sup>2</sup> F. Winarni, *Administrasi Gaji dan Upah*, (Yogyakarta: Pustaka Widiyatama, 2006, p. 89).

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the application of worker interaction, the company is able to act with its power in placing its orders on workers in the company. It may happen, it could be because of incomprehension and ignorance based on the ability of workers about the purpose of there are circumstances that require, for example sipekerja understand there is writing on the agreement in the future can create a bad impact to cause suffering for workers / workers.

### 3) Compensation and fines.

losses incurred, usually occur in losses incurred due to deliberate acts or due to negligence. Intentional is an act of its own without any coercion from others that can harm the company this may occur because of lack of care as a result of harming the company. The shortcomings suffered by the company are difficult to evaluate using the material, the court can tap the value of the material based on the legislation into compensation toan.

way of compensation from workers / workers are also loaded and based on the Civil Code that is said to be liberalistic but, contained in Chapter 7 A still put a difficult position for workers / workers, consider as goods, as a result of the slightest mistakes made by workers, the Company can ask for compensation through the Court. This provision on industrial interaction is less than perfect to be implemented.

because of other obligations, there is also an important to be dilakukan by the company, then in it will be loaded as follows:

#### 1. Corporate Holiday Obligation (Annual Leave).

regarding workers' annual leave, in the legislation, among others, it is explained that companies are required to manage their work as best they can, as a result of which the right to leave can be determined correctly and workers do not slow down the production process of PT. Indofarm Sukses Makmur. So that all the opposite rights can be exercised, therefore the company is able to meet the obligations and use it, not berlawanan in the content of the work agreement, legislation and norms in force.

#### 2. The Obligation of the Medical and Treatment Company.

the company must arrange recovery as well as pemberian medicine if needed by workers, if the worker who experienced an accident in carrying out his work. However the company's responsibility is only up to 6 weeks since being treated. Does not mean that all workers are the responsibility of the company because if the onset of illness experienced or labor accident was caused by the deliberate labor, treatment and care of workers is no longer a protection of the company. The purpose of labor

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protection is to ensure a system of employment relations.<sup>3</sup>

### 3. The Obligation of the Company to declare a certificate.

if the company must put a letter of information, dibumbui loose & syndicate through the company. on the contents of the requirements contains about his work, the time span of interaction of the two parties. The content of the information is granted if the interaction of work was negated by the wishes of the worker. write the report, workers can express the work experience that has been passed, positions that have been held and exclusive capabilities. Settlement of employment relationships, not appropriate but , Based on the wishes of workers. context information information, able to be used as the primary capital for workers on entering the employment exchange.

### 4. The Company's obligation to apply equally.

the company inform an employment agreement, prohibited to sort between prospective workers based on gender type. terms-syarat work, promotion and completion of a work interaction also in terms of determining the amount of salary. it is also forbidden to allow comparisons to be conducted for the

<sup>3</sup> Abdul Khakim, *Dasar-Dasar Hukum Ketenagakerjaan Indonesia*, (Bandung: PT Citra Aditya Bakti, 2014), p. 99.

married and unmarried. Although in context when making a job deal, it is not yet allowed to sort out female workers with men. But in its application there is something exclusive, mandatory diatur.

### 5. Salary Obligation.

After doing their job well, salaries are given to workers in a timely manner and in accordance with the regulations that have governed the amount of salaries in the province of North Sumatra.

### Collective Labor Agreement.

Form of agreement that can be in the form of the realization of settlement between workers and companies Indofarm Sukses Makmur .where related parties are still berhungan also with agencies in the field of employment to achieve the fulfillment of rights and obligations on the part of workers and companies.

### Outsourcing Practices in Allow It to Be Applied.

Outsourcing Company was only providing energy services work, regarding the Terms of Partial Delivery of The Implementation of WorkTo Other Companies Legally formallegitimas to the application of work interaction outsourcing system is also strengthened using decisions because it is more inclined towards subcontracting of employment than using labor. To study the interaction of rules between

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outsourcing workers and employer companies, explained in general line outsourcing arrangements, outsourcing companies can not directly with the production process, except for service activities, service providers companies that are not directly related to the production process must also meetseveral requirements, among others:

- 1) Have a working relationship between the company and the workers.
- 2) The agreement is done between the company and the worker who is given a deadline in the worker agreement.
- 3) Everything related to the Value of Material Is the responsibility of the company.
- 4) Written.

Service providers workers / workers are a form of business that is incorporated and has permission from the agency responsible in the field of employment. In the event that the above conditions are not met (except regarding welfare protection provisions), then for the sake of the law the status of employment relations between workers / workers and serviceproviders.

From the employment law and how about the relation to make/revision a good law, I Dewa Gede Atmadja and I Nyoman Putu Budiartha as the full name of Eka N.A.M Sihombing and Muhammad Yusrizal that In relation to the strategy of legal formation, Meuwissen explained explaining the

process of connectedness four moments that often call the momentum of theory, four moments: First, the moment of idil philosophy: namely the national verse, cultural culture, religious beliefs, legal philosophy, legal awareness and idil by this insight both nationality. The moment coincides with the natural and societal history of a nation, and the awareness of the law. Second, the political-aspirational moment: it should be a copy of what it is to know and the political purpose of the community of which legal law and ajeg and stability, about its kinty with the aspirations of the real aspirations of society. Third, normative moments: components of legal mind, values, constitutions, principles, norms and legal structure. Juridically this is the moment that becomes central to the law's legal objectives, namely justice, law and benefit. Therefore, the normative moment will be the legal work experts to legal principles as ratiologis or nutrition law. Normative moments are both the cornerstones of the juridical enforceability of the rule of law. Fourth, the technical moment: it will be the essential aspect that and has with - the rules; Photocopying, widely socialized and/or easily facilitated by the public; Language Using the law which with the language of

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indonesian rules are good and correct.<sup>4</sup>

Sudargo Gautama in Hadita (2018) According to the theory of basic norms (grundnorm), when asked why a person must submit and follow a government regulation, the answer is for example because the government regulation is in accordance with or is an order of the law made by parliament.<sup>5</sup>

With the entry into force of the Employment Agreement, there is no longer legal unification in the employment agreement, because it is necessary for the Europeans while some are treated for the Indonesians (BumiPutera) and the Foreign Eastern Class. The Covenant contains several things that are often contentious:

- 1) The amount of Upah that has been promised.
- 2) Last year's wage payment.
- 3) Wages that have been paid for the time in progress.

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<sup>4</sup> Sihombing, Eka N.A.M., Muhammad Yusrizal Adi Syaputra, Implementasi Penggunaan Kecerdasan Buatan Dalam Pembentukan Peraturan Daerah (*The Implementation of Artificial Intelligence Usage in Local Legislation Forming*), *Jurnal Ilmiah Kebijakan Hukum*, Vol. 14, No. 3, November 2020.

<sup>5</sup> Cynthia Hadita, Registrasi Data Pribadi Melalui Kartu Prabayar Dalam Perspektif Hak Asasi Manusia (*Provision of Personal Information in Prepaid SIM Card Registration from Human Rights Perspective*), *Jurnal HAM*, Vol. 9, No. 2, December (2018).

#### 4) Time Assignment applicable to Outsourcing Workers (Outsourcing).

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#### CONCLUSION

Law is the existence of welfareof the worker by means of given a lower limit salary in North Sumatra is a form of welfare. penyesan salary lower limit appropriate can welfare workers in North Sumatra, salary giving equally with standart primaryneeds, the Company must also provide salaries in accordance with the applicable regional legislation. Lower limit salary adjustment is a step towards the realization of welfare for workers in North Sumatra that is not in accordance with the necessity. Legislation to adjust the lower limit of workers' salaries seeks to realize the welfareofworkers. influenced by several causes, namely: the application of lower limit salary is not up to standart, the lack of surveillance system that requires the existence of this problem often occurs because the supervisory system is waiting for a report. At this time outsourcing workforce

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management is managed quite well by PT INDOFARM SUKSES MAKMUR (MEDAN). But there are still some shortcomings such as recruitment of workers being taken over by outsourcing. This recruitment should be handed over to a Job Service Provider Company or PT engaged in Human Resources Developers whose offices can already focus more on their core business. For the management of this outsourcing author hopes outsourcing engaged in employment can manage better so as not to cause losses for any party in the future.

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