



APPLICATION OF THE LAW TO OUTSOURCED WORKERS THE IMPACT OF THE MAIN TYPES OF WORK (CORE BUSINESS) TO ESTABLISH PROTECTION LAWS AGAINST WORKERS/LABORERS

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Abstract:

Labor issues in Indonesia, including outsourcing, have become a major concern for stakeholders, including individuals, communities, and companies. Outsourced workers are employees assigned to another company under a specific agreement. Law Number 13 of 2003 on Manpower and Law Number 6 of 2023 on Job Creation serve as the legal basis for regulating this employment relationship. This study aims to analyze the legal protection of outsourced workers using a comparative law approach, legislative analysis, and case studies. The findings indicate that despite existing regulations ensuring legal protection for outsourced workers, legal loopholes still exist, potentially disadvantaging workers, particularly in terms of social security and job stability. The government has a responsibility to ensure the effective implementation of labor laws to protect workers' welfare. Key employment instruments, such as Fixed-Term Employment Agreements (PKWT) and Indefinite-Term Employment Agreements (PKWTT), must be aligned with applicable regulations to protect the rights of outsourced workers. Therefore, regulatory evaluation and reinforcement are necessary to establish a fairer labor system for outsourced workers in Indonesia.

Keywords: *outsourcing, core business, workers/laborers*

Introduction

The highest problem in Indonesia is Employment which is a fact and actual in society, very complex problems are in terms of wages, working hours, overtime time, work agreements, types of work, occupational safety and health guarantees, old age guarantees, to the problem of termination of employment (PHK), including the problem of outsourcing or referred to as outsourcing. This problem is the focus of attention of stakeholders is all parties, be it individuals, communities or community groups who have relationships and interests with organizations, companies and the problems being discussed (Sabrina et al., 2025). In the Indonesian translation itself, the meaning of stakeholder is a stakeholder or interested party. Quoted from Investopedia, stakeholders

are parties who have an interest in the company and can influence or be influenced by the business. Related to employment to be able to understand and analyze related to the employment relationship between workers and employers in implementing regulations in the field of employment (Kristanti et al., 2023).

Outsourcing is a business strategy in which a company hands over part of the implementation of work to another party through a contract to wholesale work or provide worker services (Koto & Hanifah, 2023). In Indonesian, outsourcing is often referred to as "outsourcing". In the context of employment in Indonesia, outsourcing generally refers to the practice in which companies use the services of labor providers to recruit and hire employees to be placed in the company that uses the services. Outsourced workers/laborers or those in the world of work are often called workers or outsourced workers, namely workers who are transferred to work for other companies. In outsourced work according to the law, the two terms are not directly explained, but implicitly the regulation can be seen in Article 64, Article 65, Article 66 of Law Number 13 of 2003 concerning Manpower (Manpower Law). In Article 64, it is clearly stated related to the legal basis of the outsourcing work that "The Company may hand over part of the implementation of the work to another company through a work outsourcing agreement or a worker/labor service provider made in writing".

According to (Samud & Saepullah, 2020), Outsourcing is the act of transferring some of the company's activities and decision-making rights to other parties (outside providers), where this action is bound in this case is usually done to reduce production costs or to focus attention on the main things of the company. Outsourcing in Indonesian translates as "outsourcing" (Rahayu, 2019). In practice, the basic meaning of Outsourcing is the transfer of part or all of work and/or authority to another party to support the strategy of outsourcing service users, whether individuals, companies, divisions or a unit within the company.

Outsourcing is carried out through cooperation with suppliers from outside to work on certain parts of the series in the work that the company usually does (Mashudi et al., 2019). The main activities carried out by a company are to meet the needs of customers and create added value for them. This method is also the main focus of the company in carrying out all its business activities which is referred to as the core business. The supporting work that the company does to produce, distribute, and market a product.

Outsourcing or outsourcing is one of the topics that has many pros and cons in society (Suparman & Septiadi, 2021)(Firdha Aprillia, 2022). The concept of outsourcing known in Indonesia is interpreted as the transfer of operations and daily management of business processes to other parties outside the company (outsourcing companies). Article 64 of Law No. 13 of 2003 concerning Manpower (Manpower Law) states that "a company may hand over part of the implementation of work to another company through the outsourcing of work or the provision of labor services made in writing".

The Employment Law and its derivative regulations are known as the provision of employment services and the outsourcing of work (Kurniasari, 2022). Law Number 6 of 2023 concerning the Stipulation of Perppu Number 2 of 2022 concerning Job Creation (Job Creation Law of 2023) mentions the term outsourcing with the term outsourcing agreement. Outsourcing is a system in which an outsourcing company hires workers who

will later work for a user company, the employee will be employed with a work agreement called PKWT (Fixed-Time Work Agreement).

The provisions of outsourcing regulations in the Job Creation Law were officially ratified for the first time in the plenary meeting of the House of Representatives on October 5, 2020 (Harahap et al., 2022). The twists and turns of the Job Creation Law have finally entered a new chapter after the promulgation of Law Number 6 of 2023 concerning the Ratification of Perppu Number 2 of 2022 concerning Job Creation (2023 Job Creation Law) which is actually the government's effort to provide legal certainty guarantees after the conditional unconstitutional status of the Constitutional Court. Previously, Perppu Number 2 of 2022 concerning Job Creation had revoked the enactment of Law Number 11 of 2020 concerning Job Creation (2020 Job Creation Law). This Perppu was issued to answer the Constitutional Court Decision Number 91/PUU-XIX/2021 which declared the 2020 Job Creation Law to be conditionally unconstitutional.

So the court decided to provide a grace period of 2 (two) years for lawmakers to improve the 2020 Job Creation Law. If within that time the lawmakers fail to make improvements, then the 2020 Job Creation Law is declared unconstitutional. This time grant is based on the consideration that the 2020 Job Creation Law has positive benefits for the community because it is related to investment development and the creative economy in Indonesia. Improvements to the 2020 Job Creation Law according to the advice of the constitutional court have never materialized.

This is because the President of the Republic of Indonesia in December 2022 took steps to issue Government Regulations in Lieu of Laws 2 of 2022 concerning Job Creation (Perppu Cipta Kerja). This Perppu then revoked the enactment of the 2020 Job Creation Law, a few months later, this Perppu was confirmed through Law Number 6 of 2023 concerning the Ratification of Perppu Number 2 of 2022 concerning Job Creation (2023 Job Creation Law) The Job Creation Law does not answer the question of protecting workers from violations of outsourcing practices that have been occurring, such as violations of wage provisions, working hours, and the type of work that is outsourced.

Outsourcing in Indonesia is indeed not a new thing to be researched as follows with the problems. However, currently the 2023 Job Creation Law has been born which has become a polemic and raises concerns among workers. For this reason, it is necessary to re-examine the legal protection of outsourcing or outsourcing listed in the Law, especially when compared to the legal protection of outsourcing that applied previously.

Moreover, because the Law is still new, there has been no research exploring the legal protection of outsourcing or outsourcing based on the 2023 Job Creation Law. The change in the concept of Legal Protection of outsourcing occurred after the issuance of the 2023 Job Creation Law which eliminated the limitation on the types of work allowed in the outsourcing system. This creates the potential for companies to be able to outsource all sectors of their work, including those that are their core businesses. This change is contrary to the desire of workers so far to eliminate the concept of outsourcing that is considered detrimental to workers. Therefore, it is important to research the comparison of the concept of outsourcing in the Manpower Law compared to the 2023 Job Creation Law.

PT Perusahaan Listrik Negara (PLN) still employs nearly 100,000 PKWT workers throughout Indonesia, so with this number, PT PLN is the king of outsourcing. Some people call this work equivalent to modern slavery. This is because the work given overlaps with PLN and does not ensure the clarity of the work, which is the obligation of outsourcing workers. Outsourced workers work in vendors (agents) but receive work orders directly from PLN's board of directors. PLN also provides work outside of contracts with vendors. PLN outsourcing workers do a lot of work outside of contracts with vendors without any compensation.

The Communication Forum of the Indonesian Outsourcing Business Association (FADI) recorded that there are 3 million outsourced employees under the supervision of 3,000 outsourcing companies. The number of outsourced workers has the potential to be higher because many are not recorded and fraudulent outsourcing practices are still often found. Meanwhile, the Job Creation Law no longer determines the time frame. In the original paragraph as amended, the provisions relating to the type and nature or activity of work, the term and the extension of the time work contract are still further regulated by government regulations. This rule gives rise to the interpretation that employers will be free to hire workers without any certainty of appointment as permanent workers.

The Employment Creation Law also changes the provisions regarding the use of outsourced labor (Hafizh et al., 2022). Unlike previous regulations that detailed the types of work that can be outsourced, the Job Creation Law removes the provisions of Articles 64 and 65 and no longer restricts the types of businesses in this scheme. In other words, the use of outsourcing can also extend to the type of work. The problems in this study focus on the regulation of the main work agreement (core business) and legal protection for outsourced workers in the Labor Law in Indonesia. The two main questions asked were how the regulation of the main employment agreement is under Indonesian law and the extent to which legal protection is afforded to outsourced workers in determining the type of core employment. This problem is crucial because outsourced workers often face uncertainty in employment relationships, especially regarding their social rights and security.

This study aims to analyze the regulations that govern the main jobs in the Indonesian labor system and review the legal protections for outsourcing workers. Through a comparative legal approach and case studies, this study is expected to provide an overview of the effectiveness of applicable regulations and identify potential improvements in the implementation of employment policies. This analysis is expected to provide solutions to the problems faced by outsourced workers in obtaining proper legal protection.

This research has both theoretical and practical benefits. Theoretically, this research contributes to the development of legal science, particularly in the area of labor protection outsourcing. Practically, the results of this research can help the public understand the applicable regulations related to outsourcing so that workers and companies can carry out employment relationships by existing regulations. Thus, this research is expected to provide a better understanding of labor law and improve the welfare of outsourced workers in Indonesia.

Method

The author uses a type of normative juridical research to conduct research on the subject matter and in this research is, the process of finding legal rules, and legal principles, as well as legal doctrines to answer the legal issues faced. Normative research doesn't have to start with a hypothesis. Therefore, the terms independent variables and dependent variables are not known in normative research. This research is a normative legal research because the author will analyze the regulation of the Application of the Law to Outsourced Workers the Impact of the Main Type of Work (Core Business) to Realize Legal Protection for Workers/Laborers

Research Approach

1. Statute Approach

In accordance with the title and problems that will be discussed in this study and in order to provide useful results, this research is carried out with normative juridical research (normative legal research method). The normative juridical research method is research using the Law Approach carried out by examining all laws and regulations that are interrelated to the legal issues that are currently being researched.

2. Conceptual Approach

The conceptual approach aims to analyze legal material in such a way that the meaning of legal terms can be understood. This is done in an attempt to acquire new meanings in the terms studied, or to test those legal terms in theory and practice.

3. Case Approach

The case approach in normative research aims to study the application of legal norms or rules in legal practice. This approach is usually used in cases where decisions have already been made. These cases have an empirical meaning, but in normative research these cases can be studied to obtain an idea of the influence of the normative dimension of a rule of law on legal practice, and to use the results of the analysis as input for legal explanations.

4. Historical Approach

The analytical approach aims to understand conceptually the meaning of the use of regulatory and legal terms, as well as to map the application of practices and various legal decisions. Therefore, this approach was carried out with two studies. It starts with the search for new meanings in related laws and regulations. Next, test some of these legal terms in practice by analyzing legal decisions.

5. Source of Legal Materials

In this study, the author only uses legal sources from library research where the data obtained in this study is carried out by reading literature related to the problem being studied. Then record the things that need to be used as writing material. Literature research was conducted at the Law Library of Karno University, and the author's personal book collection. In general, it is called secondary data that provides an explanation of secondary legal materials.

Results and Discussion

A. Setting the main type of work (core business) for outsourced workers.

From the point of view of employment law, the outsourcing rules should be able to provide legal certainty in the implementation of outsourcing and at the same time protect the work, the assumption that PKWT is always used in outsourcing in the employment relationship and this hides the employment relationship, because it is very inappropriate if the determination of the main type of work is contained in the content of the employment agreement. In employment relationships where the employee has an employment relationship with a company that accepts employment or provides employee services, but does not work directly for the company (Scott, 2020). The employee then starts working for the employing company or user who has entered into an agreement with the company that accepts the job or the employee as a service provider.

The government has drafted rules for the implementation of employment relations with the outsourcing system in the form of laws and regulations as clearly stipulated in Article 66 of the Law on Job Creation Jo. GR 35/2021 concerning Fixed-Time Work Agreements, Outsourcing, Working Hours and Rest Hours as well as termination of employment relationships. The implication of the abolition of Article 64 is that outsourcing activities will increase and are expected to expand employment. Many employees are employed with PKWT employment relationships, because the business agreement between the employer and the company (user) and the employer's company is temporary or long-term. A certain period of time.

In this context, it is necessary to make better regulations regarding PKWT. With the abolition of Article 65, the implementation of work in other companies through employment agreements is subject to general civil law or applicable sectoral laws and regulations. For the content or content of the outsourcing agreement itself, it can be explained how the content or content of the outsourcing agreement in it must regulate the scope of work to be outsourced to the company (recipient) of outsourcing such as the term of the outsourcing agreement or the location of the work implementation and the type of work to be transferred.

Then the guarantee of job protection, working conditions and all workers' rights including the rights due to layoffs and the affirmation that the outsourcing company is willing to accept the transfer of workers from the previous outsourcing company as long as the object of work remains. Outsourcing companies that employ workers or laborers based on PKWT, are required to pay compensation money for termination of employment relationships to workers or laborers in accordance with Government Regulation No. 35 of 2021. In the employment agreement, there must be a work that will be done by the worker himself must be in accordance with the work written and agreed upon by both parties, with the agreement from the employer, the recipient of the job does not violate the laws and regulations, if the content of the agreement contains the main work, then the agreement is null and void in the definition of work that can be transferred is not work that is in the production process or long-term work that carried out continuously.

An agreement of deeds in which one or more persons bind themselves to one or more other parties. This definition is stated in Article 1313 of the Civil Code. Then (Dalimunthe et al., 2023; Kosidin, 1999) argues that "A covenant is an event in which a person makes a promise to another, or where two or more people promise each other to do something".

With the application of this law, employers take advantage of workers who do not know in an object of work on the basis of the laws in Indonesia, in the end there is a dispute between employers and workers to demand their respective rights for the sake of justice which is very detrimental to workers to be contracted for many years without any clarity in the status of workers.

Outsourcing regulations in Indonesia were included in the Employment Law in 2003 (Hafizh et al., 2022). Article 64 of Law Number 13 of 2003 concerning Manpower (Manpower Law) states that "companies may hand over part of the implementation of work to other companies by handing over work or providing written labor services".

In an employment agreement, the agreed object is work, while in a service provision agreement, the object is the worker. These two arrangements are forms of outsourcing agreements regulated in various laws and regulations in the country. "An employment agreement is an agreement in which one party states that he is able to work for the other party, by receiving wages for a certain time".

One form of outsourcing is the application in the form of an employment contract, the concept of employment contract has long been known in Indonesia (Izzati, 2021). This type of agreement is regulated in Article 1601 b of the Civil Code (KUHPercivil) which reads: "an agreement with which one party, namely the contractor, undertakes to carry out work for another party, namely the party who entered into the agreement, by receiving a certain price.

Article 1320 paragraph (1) of the Civil Code which explains that the birth of an agreement is at the time of the agreement and that is when there are rights and obligations of the parties

The Manpower Law regulates a number of things regarding activities that can be carried out through the outsourcing system as a requirement, namely:

1. the work is done separately from the main job task (Core Business).
2. Work can be done by direct command, but it can also be done by indirect work orders.
3. The transferred work is a job as a supporting activity in the company.
4. Shiftable jobs that can directly hinder the production process.

In general, there are several problems, both conceptual and practical, related to the implementation of outsourcing in Indonesia before the law comes into effect. Outsourcing can be interpreted as work out (*contract*) Related problems regarding the transferability of the main job (Core Business), employment relationships, types of employment contracts, wages and the application of sanctions.

If you look closely at Core Business, it starts from the history of the emergence of the concept of outsourcing At that time, it was clear that the idea to distinguish the sectors that are the core activities or main work (core business) in the company where the important sectors and supporting sectors, which do not interfere with the production process.

On the other hand, regulations that distinguish between main jobs and supporting jobs in a company. If we examine more deeply that in the Labor Law, it is stated that one of the conditions of employment that can be transferred is supporting work.

Unfortunately, the Labor Law does not provide further details on the criteria that are the basis for determining which workforce is included in performing the main job and which workforce is the workforce for support work in a company. It is therefore difficult

in practice to determine which is core work and which is support work, in this case, support refers to activities that are not directly related to the core activities of the company.

The Regulation of the Manpower Law in conjunction with the Regulation of the Minister of Manpower Number 19 of 2012 in conjunction with the Regulation of the Minister of Manpower Number 11 of 2019 allows the outsourcing system, but with some restrictions this restriction can also be interpreted as a supporting sector that can be transferred to another party the restriction concerns the type of work that can be outsourced, which is limited to: "Cleaning companies, food and beverage supply service business companies For various events, which have a long history and an important role in the food industry (catering), companies that provide security guard services (security units), mining support service companies include supporting services that are specifically for mining on the basis of fees or contracts. The company includes exploration service work by traditional search methods, such as metal ore sampling and geological observations by drilling, experimental drilling or redrilling of oil, metallic and non-metallic minerals.

Other special services include the construction of oil and gas well foundations, cementing the edges of oil and gas wells, cleaning, mining and smoothing of oil and gas wells, pumping and drying of mines, removal services in mining and others and services of petroleum companies, as well as labor providers", the transportation scheme of the Minister of Manpower clearly limits the type of work that can be done under this regulation. This minimizes confusion between the main work activities and the supporting work activities that are not clearly defined in the application of the Labor Law in Indonesia.

The interpretation of supporting activities referred to in the explanation of Law Number 13 of 2003 is inclined to the first sense, while outsourcing is illustrated by activities in the form of permanent contracts to facilitate work and prevent the occurrence of employment problems. Nowadays, outsourcing is carried out for strategic reasons, namely to gain a competitive advantage over competitors, so as to maintain market share, and ensure the survival and development of the company. To gain a competitive advantage Outsourcing companies seen in the world's largest automotive industry can be seen in factories such as Nissan, Toyota and Honda. At first, the main job was car production consisting of design, parts production, and assembly. In essence, the core activity is just the manufacture of car designs only, while the manufacture of parts and assembly is outsourced to other more competent companies, so that the car company can gain a competitive advantage.

As for outsourcing in the form of providing labor, it can be seen from the developments that are happening in Indonesia today, large companies such as Citibank often cooperate with outsourcing their skilled workers, so that the interpretation of outsourcing is no longer just carrying out supporting activities as intended. In the explanatory memorandum of Law Number 13 of 2003. Therefore, the meaning of the main activity must be interpreted equally by various groups. Further arrangements regarding these matters are not listed in Indonesian labor law. All rights and obligations are always freely exchanged and there should be no intervention from anywhere, including from the state (government).

Even if there is intervention from the state (government), legal regulations should only be limited to their objectives. To create a fair rule of the game for the parties and become a complementary guideline (aanvullend recht), not as a coercive legal rule (dwingen recht/mandatory rule). In fact, outsourcing must make a distinction between core activities and supporting activities that are based on the law, not just supporting activities that are outsourced. However, currently the implementation is disrupted on a large scale, namely with outsourcing in the implementation of core business tasks in the company, the company may not want to bear the burden of severance pay if it unilaterally terminates the employment relationship.

B. Outsourced Worker Protection Impact Key Job Type Business Core

The government has an obligation to protect workers in the employment sector to achieve employee welfare and improve the welfare of the worker's family or laborer, meaning that, according to the constitution, the government is responsible for providing protection. The goal of the law is to achieve justice that varies in content and size, according to society and its era. The law for employees, including outsourced employees, so that in the implementation of the employment relationship between the employer and the worker in accordance with the applicable laws and regulations in this case should not be ignored because it is an effort to legally protect employees in the interests of the employer and the company where the employee works for outsourced employees, to find out how legal protection for workers is implemented, it is necessary to have an instrument that is stated in the employment contract document and agreed upon by both parties to the parties bound by the written employment contract.

The Employment Agreement in question is reflected in the Fixed-Time Work Agreement (PKWT) in accordance with the provisions stipulated in Article 59 of the Manpower Law or the Certain Non-Specified Time Work Agreement (PKWTT) as agreed by both parties. The agreement in question is an agreement of intentional statements between one or more people and another party. Laws, government regulations, and ministerial regulations have been affirmed and regulated that employee protection, wages and welfare, working conditions and disputes that arise are at least implemented in accordance with the provisions of laws and regulations and are the responsibility of outsourcing companies.

So although practically outsourcing workers work for companies that use the services of these workers, in principle this protection remains the responsibility of the outsourcing company. According to (Chamdani et al., 2022) argues that legal protection is protection related to dignity and dignity, as well as its recognition of human rights that exist in legal subjects according to the legal provisions of arbitrariness.

Therefore, every outsourcing worker certainly not only gets protection from the company where he works, the provider of services for employees, but also receives protection from the company where the employee is working, even if part of the implementation of the work is transferred to another company is the right of the employer, then the exercise of these rights must meet certain conditions and cannot be violated contrary to the applicable laws and regulations means that when doing. In addition to meeting material and formal requirements, outsourcing may also not substantially reduce employees' normative rights. In an employment contract, it is

important for the parties to be aware of this and agree on the protection provided to each employee in the performance of the employment relationship, including the protection of workers, including legal protection for outsourcing workers, i.e. every employee has the right to the protection of his or her safety and health, work morality and decency; and treatment in accordance with human dignity and honor and religious values.

The main purpose of outsourcing in the Manpower Law is the protection of outsourced employees of power that is the responsibility of outsourcing companies. This further provision regarding the protection of outsourced workers in Government Regulation number 35 of 2021 is regulated in 3 (three) articles, namely Article 18, Article 19 and Article 20. With business interests in the continuity and success of the company, it is a natural thing because of its moral responsibility as the owner of capital, as a source of income and obtaining profits in accordance with the capital invested. However, employees and unions also have the same interests as companies, namely as a source of income and livelihood.

The protection of workers against the power of employers is carried out in accordance with laws and regulations in the field of employment, where employers are obliged or forced to do as stipulated in laws and regulations, this is done well by all parties because the validity of the law can be measured not only legally, but also sociologically and philosophically. The position of employees is very difficult, on the one hand they need work as outsourced employees to support their families, on the other hand wages and other social security for which what they receive from the user company is not proportional to the wages and social benefits guaranteed received by permanent employees. Meanwhile, entrepreneurs are considering.

In order to work more efficiently and reduce the company's labor costs, there are several jobs that need to be done in production that support the work to be transferred to an outsourcing company. Declared the winner of the auction that offers the lowest labor costs when the outsourced auction is conducted through a written employment agreement, there is a possibility that the content of the agreement agreed upon by both parties ignores the rights of the employee and does not provide legal protection to the employee in a legal employment relationship that occurs only between the hiring company and the outsourcing company. The position of employees is only limited to PKWT Employees or Permanent Employees of the recipient company when outsourcing work or business, there is no legal relationship with the line supplier company or the company that uses the line. Meanwhile, the government believes that the presence of outsourced workers can help reduce or reduce the unemployment rate amid the current difficult economic conditions.

In daily practice, it is known that outsourcing is more detrimental to employees, because employment relationships are always in the form of PKWT, lower wages, social security, if any, very minimal, no job security and no career development guarantee, and others.

Based on the explanation of the experts above, it appears that the conditions for the implementation of work experienced by outsourcing workers in Indonesia are actually daily practices that are not in accordance with what is regulated to protect outsourcing workers is a must, this is in article 66 paragraph (2) clearly states that the protection of workers, wages and welfare, working conditions, and disputes that may arise are at least carried out in accordance with the provisions of regulations legislation and as a form of

responsibility of outsourcing companies here it is clear that the main content of outsourcing in the Labor Law, especially the protection of outsourcing workers, is the responsibility of outsourcing companies.

Based on the description above, to protect workers who work as outsourced workers, an employment agreement must contain a power of attorney in accordance with Article 52 of the Labor Law, namely:

1. There is agreement and agreement from both parties
2. The existence of the ability or capacity to perform legal acts with the promised work; and
3. An Employment that has been agreed upon does not exist in conflict with public order, decency, and applicable laws and regulations.

This means that the conditions mentioned in the relevant article show that there is a working relationship between the employer and the worker to obtain legal certainty and legal protection for outsourced workers to return to work.

Outsourcing systems put employees in a 'privileged' position. This is because of the employment relationship that arises from outsourcing that occurs between employees who are outsourced and employees who are outsourced by service companies. Employers are obliged to carry out protection for their workers, the protection provisions in accordance with applicable laws and regulations.

In order to realize protection in the outsourcing system to support worker protection, the role of the government and the active participation of workers are indispensable for the struggle for basic rights.

In general, the protection of workers, including outsourced workers, is closely related to efforts to respect the dignity and dignity of human beings that have existed from birth to every employee. The protection of workers is specifically aimed at ensuring the basic rights of workers and ensuring equal opportunities and non-discriminatory treatment on any basis to achieve the welfare of workers and their families, in the development of the business world.

An important thing that needs to be considered in guaranteeing the basic rights of workers, it is important to pay attention to the development of the progress of the business world. This means that efforts to legally protect workers should not be limited to ignoring the interests of employers and the companies where employees work.

Therefore, efforts to legally protect workers must be seen as an integral part of achieving the goal of employment development in Indonesia.

Article 4 letters c) and d) of the Labor Law stipulates that: employment aims to provide protection to workers in achieving welfare goals, and improving the welfare of employees and their families, is a legal provision that makes labor protection efforts an inseparable part of efforts to realize employee welfare which is not limited to their own welfare but also the welfare of their families. It is in practice that the protection of daily workers should be linked to various aspects of individual well-being and also improve social well-being in the place where employees work and where they live. Therefore, it is important that the principles of employee placement are applied at various levels in a company in the work environment to be very important.

In employee protection, wages and welfare, working conditions and disputes that arise are the responsibility of the outsourcing company. That is certainly the most

important point in the outsourcing arrangement is a form of employee protection in the context of employment relations, not solely because of the business relationship between the employer and the company to outsource the workers. Therefore, regulations that are able to respond to challenges adaptively and labor dynamics are needed, especially related to strategic issues related to labor relations, including the implementation of PKWT provisions and the protection of workers therein, including PKWT employees involved in outsourcing activities.

Legal protection for workers, including legal protection for outsourcing workers, can be seen as preventive and repressive preventive legal protection means that normative rights such as wages, welfare, working conditions, safety and work accidents, social security and other matters in accordance with labor laws and regulations apply (Amaral River, 2021). To provide legal certainty for employees. When the protection of repressive legislation, which is legislation that regulates workers' rights is a means or effort of workers to enforce normative rights listed in the law in connection with disputes, dismissals or violations committed by employers/companies

Disputes between workers and employers are sometimes wrong in a lawsuit where workers demand from the employer that the worker or laborer should demand his right to outsourcing not to the service provider because at the time of the initial agreement the transfer of work between the employer and the outsourcing party made an agreement between the two parties where the content of the agreement includes the number of employees needed by the employer and salary. overtime and types of work, and others that will be transferred from the employer to the outsourced party. The number of companies that do not carry out in accordance with laws and regulations, especially related to the provision of jobs (Jobs Desk) to outsourced employees where the jobs to do the main work (core business) of the employer in accordance with the regulations and laws are clearly prohibited in providing the main work to other parties, especially outsourcing companies.

Disputes that arise can be related to rights that have been determined, but can also be related to employment conditions, employment conditions that cannot be stipulated in employment contract laws and regulations, company regulations, and collective bargaining agreements or laws and regulations but in article 1 number (22) of the Manpower Law and in article (1) of Law Number 2 of 2004 concerning Dispute Resolution Industrial Relations. Industrial Relations Disputes or referred to as (PHI) are disputes that result in conflicts between employers and workers or labor unions due to disputes about rights, disputes about interests, disputes over termination of employment and disputes between trade unions/labor unions in only one company, in the existence of Industrial Relations Disputes is part of the form of legal protection for workers or workers.

Efforts to resolve labor disputes can in principle be carried out through 2 (two) channels, namely, the path through the court is referred to as litigation, and the non-litigation outside court path in the two dispute resolution systems in industrial relations aims to:

1. Creating peace and tranquility in the workplace in the business world
2. Can increase production
3. Increasing the welfare of workers and their position in accordance with the dignity and dignity of humanity

Therefore, industrial relations based on Pancasila must be carried out in accordance with the principle of Tri Partnership. (three partnerships), namely responsibility partnerships, production partnerships and partnerships in profits.

Efforts to resolve various types of industrial relations conflicts that arise or the rights of outsourced workers are the rights of employees that should be protected by law in this case there is repressive legal protection, because employees have the right to make efforts to resolve disputes, which of course has been done in principle to protect the normative rights of workers stipulated in laws and regulations, or in employment contracts, outsourcing agreements, collective bargaining agreements (PKB) or company regulations (PP).

Entrepreneurs see outsourcing as a powerful strategy to improve production cost efficiency in an era of increasingly fierce global competition. This policy allows entrepreneurs to focus on activities that have economic value, while supporting activities can be diverted to employment service providers. This difference of interests affects disputes of rights and conflicts of interest in employment relations.

The existence of an outsourcing system is indirectly recognized in positive law in Indonesia, namely in Articles 64-66 of the Manpower Code. Although the term outsourcing is not explicitly mentioned, the Employment Act uses the phrase "outsourcing part of the work to another company." Outsourcing is a term that is often used in the industrial world and has more or less the same meaning as the term in labor law.

Article 64 of the Labor Law stipulates that companies can outsource some work to other companies through the mechanism of employment agreements or the provision of employment services. Article 64 of the Labor Code provides a basis for the implementation of the outsourcing system. Legally, the employment contract in question must be made in writing. There are only two types of outsourcing agreements: agreements for concluding contracts for the performance of work and agreements for the provision of services to employees.

The provisions regarding outsourcing work are regulated in Article 1601b of the Civil Code which reads: "An employment contract is an agreement in which one party, namely the contractor, undertakes to perform a certain task on behalf of another party, namely the party who gives the commission for the work, by accepting a predetermined price." However, there is a difference between the employment agreement as stated in Article 1601b of the Civil Code and Article 65 paragraph (1) of the Labor Law. In Article 1601b of the Civil Code, employment agreements apply in general, meaning that they can be made between an individual or between an individual and a company, so that as if the employment agreement is a unilateral agreement, the party who makes the agreement only has obligations, while only the recipient of the work has rights.

Furthermore, it is not mentioned anywhere that the purchase contract must be made in writing in the employment law, the parties involved in the employment contract are the employer and the receiving company. Such consent must be recorded in writing. To overcome the conflict of legal norms outlined above, the principle of *lex specialis derogate legi generalis* applies. This means that specific laws and regulations take precedence over general laws and regulations, so that what applies in the employment agreement is the labor laws and regulations.

According to Article 65 of the Labor Law, not all work can be done through the outsourcing system. The only activities that can be carried out through the outsourcing mechanism are support activities. Core activities are not allowed. The Explanatory Memorandum of Article 66 of the Manpower Law explains that supporting activities are activities that are not the main activities of the company. As a regulation for the implementation of the Manpower Law and to affirm the norms contained in the explanation of Article 66 of the Manpower Law, the Regulation of the Minister of Manpower and Transmigration of the Republic of Indonesia Number 19 of 2012 concerning the Conditions for the Transfer of Labor and Transmigration has been issued. In the section of the Regulation on the Implementation of Work in Other Companies (Regulation of the Minister of Manpower number 19 of 2012) it is explained: that outsourcing is not a task of assistance for a company. Regulation of the Minister of Manpower Number 19 of 2012 also regulates the types of jobs that can implement the outsourcing system.

With the abolition of Article 64 of the Manpower Law, there are no longer clear standards and regulations on the basis for outsourcing in Indonesia. In addition, the abolition of Article 65 of the Manpower Law allows the outsourcing of basic works that are directly related to the main activities of the company with the abolition of Article 65 of the Manpower Law, then Ministerial Regulation Number 19 of 2012 is also abolished. As a result, the restriction on which functions can use the outsourcing system no longer applies, so there is no protection for outsourced workers in the determination of jobs.

Conclusion

The regulation of the core business agreement in the Labor Law in Indonesia provides opportunities for the outsourcing system needed by employers for business efficiency. Although in theory outsourcing does not harm workers, inconsistent implementation leads to uncertainty in the status of workers. The Labor Law does not expressly regulate the mechanism for the transition of workers from Fixed-Time Work Agreements (PKWT) to Indefinite Time Work Agreements (PKWTT), so outsourced workers are often trapped in a system of recurring contracts. In addition, the practice of transferring core business that is not in accordance with regulations increases the risk of legal uncertainty and worker welfare. Therefore, stricter regulations are needed to prevent irregularities in outsourcing practices, especially in limiting the types of work that can be outsourced.

Legal protection for outsourced workers in the provisions of labor law must be strengthened to ensure the welfare and legal certainty for workers. The employment relationship between employers and workers must be in accordance with applicable laws and regulations, especially in terms of wages, welfare, and working conditions. Current regulations, including Government Regulation Number 35 of 2021, have not specifically regulated the provisions for outsourcing, so there are still loopholes that can harm workers. Legal protection for outsourced workers must include preventive protection, such as certainty of workers' normative rights, as well as repressive protection in the event of disputes or violations of workers' rights.

To increase legal certainty and reduce conflicts between companies and workers, regulations related to the types of outsourcing work should be further clarified in the law. There needs to be strict restrictions on what work can and cannot be outsourced so that

workers' rights are protected. Thus, the outsourcing system can run in accordance with the principles of fairness, do not harm workers, and still provide flexibility for companies in carrying out their operations.

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