

Work Agreement on Outsourcing System and Legal Protection for Workers

Sri Retno Widyorini ^{1*}, Aniek Tyaswati WL²

^{1,2} Faculty of Law, University of 17 August 1945 Semarang, Indonesia

* Corresponding author:

Email: sriretnowidyorini@gmail.com

Abstract.

The outsourcing work system is expected to provide legal protection for workers. The status of the employment relationship between the worker and the employer is stated in the Employment Agreement (SPK). The purpose of this study is to determine the advantages of implementing an outsourcing work contract model for companies, legal protection for workers with an outsourcing work contract model, and the efforts that the government has made in anticipating the emergence of industrial relations disputes between outsourced workers and labor supply companies and employers' companies. The method used is normative juridical, using secondary data as the primary data as supporting data. Secondary data was obtained by conducting a literature study through literature and legislation. The analysis was carried out qualitatively. The results of this study found that for companies to cost of production efficiency (cost of production), the government hopes to provide benefits to develop and encourage community economic growth and national economic growth. In the practice of outsourcing, wage discrimination often occurs between permanent workers who work for the principal company (employer company) and outsourcing workers (contract workers), continuing work with a contract work system. Protection for workers is provided by the existence of labor law because, by law, it means that there is a state guarantee to provide decent work to protect it in the workplace, such as health, work safety, and living wages. Apart from that, it is also up to the provision of social security after retirement, through trade unions or labor unions, providing legal assistance in case of problems, both in terms of non-judicial legal remedies and judicial legal efforts.

Keywords: Outsourcing, employment agreements legal protection of workers

1. INTRODUCTION

Globalization's flow has a significant impact on economic development, especially in increasingly competitive business competition by market needs [1]. Good service to service users is one of the important things that must be considered in business management to provide maximum benefit to service users [2].

Currently, there is a tendency for companies to hand over part of the work implementation to other companies by the method of buying one piece or several functions of the activity to a job contractor [3]. One of the objectives of handing over work to other companies is to make the company more focused on business management, in addition to providing opportunities for the expansion of employment opportunities so that they can accommodate workers [4]. The handover of part of the

company's work will have a significant impact on opening up employment opportunities and is also expected to provide legal protection for workers who work with the system so that it can offer more peace for workers [5]. The status of the employment relationship between the worker and the employer is stated in the Work Agreement (SPK) [6].

The practice of outsourcing (outsourcing) in the business world in Indonesia has been going on for a long time, but only got justification after the enactment of Law Number 13 of 2003 concerning Manpower. The term outsourcing, which is translated as "outsourcing," as in Law Number 13 of 2003, is regulated in Articles 64, 65, and 66 with the term handing over part of the execution of work to other companies or companies providing workers/labor services, where this system is more popularly called outsourcing [7].

The government stipulates that a company that provides services for workers/laborers who are generally known as outsourcing must have a legal entity and have an operational permit issued by the agency in charge of workforce issues [8]. Company outsourcing must comply with the provisions of the applicable labor laws so that an industrial relationship will be created with the worker with the outsourcing company that has signed that [9]. The company decided to cooperate with outsourcing companies to develop more because some of its work is handled by companies that are more professional and more experienced than the company itself in terms of handling harmonious, dynamic, dignified, and fair handling. One form of legal protection that is expected in applying the provisions in the implementation of outsourcing is the existence of legal certainty for workers through the application of the work agreement for the work submitted [10].

The ability of a company to increase competitiveness does not only depend on the company itself, such as suppliers of business raw materials or suppliers of goods that are the object of business or raw materials, labor, intermediaries, financial institutions, research institutions, etc. The value and cost generated by a company are primarily determined by its ability to establish a good network. Suppliers of goods or labor as part of the network will also make a high contribution to increasing the company's competitiveness.[11]

In-Law Number 13 of 2013 concerning Manpower, the legality of outsourcing contracts is regulated to respond to the outsourcing work model *in practice*. This arrangement will guarantee protection for the *outsourcing* themselves.

In reality, the outsourcing work contract model between employers and workers often causes problems, namely the unfair treatment of workers due to neglect and lack of attention to workers. It is exciting to study scientifically legal protection for outsourcing workers based on the above background. The formulation of the problem raised in this scientific paper is: (1) what are the advantages of implementing the outsourcing work contract model for

companies, (2) how is the legal protection for workers with the *outsourcing*? And (3) what are the efforts made by the government in anticipating the emergence of industrial relations disputes between *outsourced* companies providing labor/labor as well as employers' companies?

II. METHODS

The method used in writing this scientific paper is normative juridical, using secondary data as the primary data as supporting data. Secondary data was obtained by conducting a literature study of the laws and regulations that became the regulation of the issues raised in this study. Secondary data was obtained by performing a literature study on primary legal materials, secondary legal materials, and tertiary legal materials. The research specification used is descriptive-analytical because in analyzing, the researcher describes the research problems, which are then presented in the form of a sentence description. The analysis of the data obtained, both secondary data and primary data used as supporting data to answer the proposed formulation, was carried out qualitatively based on applicable norms and relevant theories related to the issues studied and then described in the form of sentences presented in writing. Scientific work.

III. RESULT AND DISCUSSION

1. The advantages of implementing an outsourcing work contract model for the company.

Outsourcing according to the provisions of Law Number 13 of 2003 concerning Manpower is the delivery of part of the work to another company. This handover can be done by two methods, namely by the mechanism of a job charter agreement or by the mechanism of providing worker or labor services [12]. However, there is a provision in the Manpower Law which states that the outsourcing may only be used for supporting services, meaning that workers/labourers may not be employed to carry out activities related to the production process.

The definition of outsourcing in the opinion of experts, are:

1. Muzni Tambusai, outsourcing (outsourcing) is:
"purchasing one part or several parts of the company's activities that were previously managed by themselves to another company which is then referred to as the recipient of the work".
2. R. Greaver II, said that:
"Outsourcing (outsourcing) is seen as an act of transferring some of the company's activities and decision-making rights to another party (outside provider), where this action is bound in a cooperation contract".
3. Raja Guguk, states that:

"outsourcing is a working relationship in which workers/laborers are employed in a company with a contract system, but the contract is not given by the employer company, but by the manpower company".

As we know that in the work agreement system with the outsourcing there are several parties involved.

The parties are:

- 1) employer receiving company (principal);
- 2) employer and;
- 3) workers / laborers.

The worker or laborer only agrees to what is required in the outsourcing because the workforce has decided with the outsourcing company to accept or reject the job offer, even though the job involves the worker/labor as the executor of the work is the subject of the agreement. The worker/laborer receives wages from work they do in the company where they (the worker/laborer) is placed not directly from the company providing the job (the company that uses the worker's service) but receives their wages or salary from the outsourcing that puts the worker to work.

The positive side of companies engaged in outsourcing is that it has indirectly helped the government overcome unemployment (absorbing labor) by creating jobs for themselves and others, encouraging economic activity to increase people's purchasing power. The initial idea of outsourcing was to share business risks in various issues, including employment issues, but in its development, outsourcing has been formally identified as a business strategy. Outsourcing provides an opportunity for employers to be efficient and avoid economic/risks such as burdens related to labor issues.

Based on the study from the business side, the reasons companies do outsourcing are:

- a. Increase business concentration by delegating operational activities to other parties.
- b. Cost efficiency, by utilizing funds previously used for investment diverted for operational costs.
- c. Sharing operational risk because with the outsourcing work system, the company's operational risks are shared with other parties.
- d. Existing company resources can be used for other needs.
- e. Employ competent human resources (HR) because the workforce provided by the outsourcing company is trained according to their competence.
- f. The control mechanism is getting better.

For the community, outsourcing provides benefits, namely to expand job opportunities, because the outsourcing is quite promising as a solution in tackling the increasing number of unemployed in Indonesia. Outsourcing can be a solution for expanding job opportunities, so whatever the form of outsourcing, as long as it gives

employees rights according to the rules, it will help provide jobs. For the government, the implementation of outsourcing provides benefits to develop and encourage community economic growth and national economic growth.

When viewed from the side of the company providing the work, the outsourcing model is indeed beneficial to the company, but from the employee's perspective, the outsourcing method is detrimental to the workforce. Why is that because in the outsourcing, workers/labourers do not have the space to submit requirements to the company providing the job because the outsourcing occurs between the employer and the labor provider or the outsourcing.

The worker or laborer only agrees to what is required in the outsourcing because the workforce has decided with the outsourcing company to accept or reject the job offer, even though the job involves the worker/labor as the executor of the work is the subject of the agreement. The worker/laborer receives wages from work he/she does in the company where they (the worker/laborer) is placed not directly from the company providing the job (the company that uses the worker's service) but receives their wages or salary from the outsourcing that puts the worker to work.

The positive side of the existence of companies engaged in outsourcing is that it has indirectly helped the government overcome unemployment (absorbing labor) by creating jobs for themselves and others encouraging economic activity to increase people's purchasing power.

2. Legal protection for workers with outsourcing work contract model.

Based on interviews with resource persons from the Manpower and Transmigration Office, it was stated that in general the legal issues related to the implementation of outsourcing in Indonesia are as follows:

- a. How does the company classify the main work (core business) and the company's supporting work (non-core business) which is the basis of the implementation of outsourcing (outsourcing).
- b. Employees outsourced (outsourcing) and companies using outsourcing services.
- c. What is the dispute resolution mechanism if there are outsourced who violate the work rules at the location of the employer's company.

The study of the complexity of implementing the outsourcing contains an economic dimension, and a social dimension. From the economic dimension, it includes the needs of the job market, expansion of job opportunities, economic growth and increasing people's purchasing power as well as the growth of the business world. From a social perspective, it includes welfare, because it covers issues of wages and social security, setting minimum wages, employment relations, working conditions, labor protection, occupational safety and health, dispute resolution, freedom of association and industrial relations as well as increasing company productivity.

In practice the outsourcing work model often results in wage discrimination between permanent workers who work for the principal company (employer company) and outsourced. Continuity of work with a contract work system, for outsourcing is not guaranteed. From a socio-political perspective, it is concerned with overcoming unemployment and poverty, balancing investment, fostering industrial relations, labor laws and regulations, law enforcement and job availability and the readiness of the apparatus.

Employment relationship is a relationship that is formed between the workers/employees and the employers/employers as a result of the employment agreement. Employment relationship is a relationship that regulates/ contains rights and obligations between workers/ laborers and employers which must be balanced. In essence, the rights of workers/labourers are the obligations of the entrepreneur, and conversely the rights of the entrepreneur are the obligations of the workers/laborers.

The following is an understanding of the elements in an employment relationship:

1. Work.

"Work is the main factor in the emergence of a work agreement, however, work is also the object of the work agreement itself, so if the "job" promised in the work agreement does not exist, then the work agreement is null and void".

2. Wages.

"Wages are the rights of workers/labourers which they receive in the form of money as a result of work and/or services that have been or will be performed".

3. Order.

"Orders are the right of the employer/employer and an obligation for the worker/labourer to do a certain job given by the giver".

What is meant by a work agreement are:

"A work agreement from an agreement made between a worker/worker and the company, either in oral form or in written form. The work agreement is valid for a certain period of time or for an indefinite period, in which the work agreement contains working conditions, rights and obligations, as well as procedures for work discipline that have been determined by the company, in this case by the employer/entrepreneur". Article 1313 of the Civil Code provides the understanding that: A work agreement is a form of action between one or more people to bind themselves to another.

This can work well when there is legal protection for workers and employers. Legal protection from the power of service users is carried out if the laws and regulations in the field of labor that require or force service users to act as stated in the legislation are actually implemented for all parties.

Legal protection according to Satjipto Rahardjo is to provide a protection for human rights (HAM) that are harmed by others and that protection is given to the community so that they can enjoy all the rights granted by law. bound by the

outsourcing, it can be concluded that the worker/labourer must receive protection as a form of legal protection as stipulated in Law Number 13 of 2013 concerning Manpower for his rights which he should receive as wages for the work he has done. What he should receive from the job provider company (outsourcing company) he must fully accept after deducting the obligations that he must deposit to the labor provider company where he (the worker/labourer) takes shelter.

Philipus M. Hadjon still in his book *Satjipto Rahardjo* also gives the opinion that legal protection for the people (in the context of this discussion is workers/labor) is a preventive and repressive government action. Preventive legal protection aims to prevent disputes from occurring, so this preventive action leads to government action to be careful in making decisions, while repressive measures aim to prevent disputes from occurring, including their handling in the judiciary.

Enforcement of the law cannot be measured juridically but must also be measured sociologically and philosophically. . Protection of workers/labourers can be done either by providing guidance, compensation, or by increasing the recognition of human rights, physical and socio-economic protection through the prevailing norms in the company.

Soepomo in his book *Abdul Khakim* divides 3 (three) kinds of protection for workers/labor, namely:

- a. Economic protection, namely the protection of workers in the form of sufficient income, including if the workforce is not able to work against their will.
- b. Social protection, namely the protection of workers in the form of occupational health insurance, and freedom of association and protection of the right to organize.
- c. Technical protection, namely the protection of workers in the form of work security and safety.

In labor law, the provision of protection to workers is divided into five areas, namely:

- a. field of recruitment/placement of labor
- b. the field of employment relations;
- c. occupational health sector;
- d. work security sector;
- e. workers' social security.

Legal protection has the meaning as protection by using legal means or protection provided by law, aimed at protecting certain interests, namely by converting the interests that need to be protected into a legal right. In legal science "rights" are also called subjective law. Legal protection is always related to the role and function of law as a regulator and protector of the public interest. The law does not only play a role

in conditions full of violence and conflict, but the law must also play a role in daily activities.

The law determines the interests of the community that can be increased into legal rights that can be forced to fulfill. Rights are given to rights advocates who are often known as legal entities (legal entities, *rechtspersoon*) which can be natural individuals (*natuurlijke*) and can also be non-natural legal entities, namely legal entities based on legal inventions.

Supporters of rights (legal entities) have an interest in the object of the right which can be in the form of objects or to legal entities by natural persons (*ius in persona*). Granting rights to legal entities, due to the interests of the entity in certain rights objects.

According to Roscoe Pound in the theory of interest, there are 3 (three) classifications of interests that must be protected by law, namely

- a. the first concerns personal interests (individual interest),
- b. the second concerns the interests of the community (social interest),
- c. the third concerns the public interest (public interest).

Individual interests consist of personal interests, while social interests consist of social security, security of social institutions, public morality, protection of social resources from extinction, social development, and human life. The public interest (public interest) is in the form of the state's interest in acting as a representation of the public interest.

If these interests are related to the position of the worker, then in essence the position can be viewed from two aspects, namely:

- a. position in terms of juridical and
- b. socioeconomic position.

From a socio-economic point of view, workers need legal protection from the state against the possibility of arbitrary actions from employers. The form of protection provided by the government is contained in regulations that bind workers/laborers and employers, provide guidance, and carry out industrial relations processes. Industrial relations are basically a process of fostering communication, consultation, deliberation and negotiation which must be supported by high ability and commitment from all elements within the company.

Juridically based on Article 27 of the 1945 Constitution of the Republic of Indonesia (UUDNRI) the position of the worker/labourer is the same as the employer's employer, but socially and economically the position of the two is not balanced, where the position of the employer is higher than that of the worker/labourer. This unequal position in the employment relationship results in an unbalanced relationship that also creates a tendency for the employer/entrepreneur to act arbitrarily to their workers/laborers.

In contrast to other civil law relationships, in a working relationship the positions of the parties are not equal, the workers/laborers are not free to determine

their will in the agreement. This unequal position is due to the fact that workers/labourers only rely on energy to carry out their work, while employers/entrepreneurs are parties who are socially and economically more capable so that any activity depends on their will.

In theory, there is a legal principle which states that workers and employers have equal positions which in labor law are called work partners, but in practice, the positions of the two are not equal. Entrepreneurs as owners of capital have a higher position than workers. Such a situation can be seen clearly in the making of various policies and regulations within the company. Considering that the position of the worker/labourer is lower than the employer, it is necessary to intervene by the government to provide legal protection. According to Philipus, Legal Protection, as quoted by Asri Wijayanti, namely: It is always related to power which is always a concern, namely government power and economic power. In relation to government power, the issue of legal protection is for the people (who are governed), against the government (which governs). In relation to economic power, the problem of legal protection is protection for the weak (economy) against the strong (economy), for example protection for workers against employers[12].

Protection of workers/ laborers is intended to guarantee the fulfillment of the basic rights of workers/ laborers and to guarantee equal opportunity and treatment without discrimination on any basis to realize the welfare of workers/ laborers and their families while taking into account the progress of the business world. There are two ways to protect workers/labor, namely:

- a. Through the labor law, because the law means that there is a state guarantee to provide decent work, protect it at work (health, work safety, and living wages) to the provision of social security after retirement.
- b. Through the trade union/labor union (SP/SB), because through the SP/SB workers/labor can express their aspirations, negotiate and demand the rights they should receive. Trade unions/labor unions can also represent workers/labourers in making Collective Labor Agreements (PKB) which regulates the rights and obligations of workers/laborers with employers through a general agreement that becomes the guideline in industrial relations.

Talking about the rights of workers/laborers means that we are talking about human rights, as well as non-human rights. Human rights are rights inherent in the workers/laborers themselves that are brought from birth and if these rights are separated/separated from the workers themselves, their degrees and dignity as human beings will be reduced. Meanwhile, non-human rights are in the form of workers/labor rights which have been regulated in laws and regulations which are non-human in nature.

3. Efforts made by the government in anticipating the emergence of industrial relations disputes between outsourced workers, labor providers and employers.

implementation of the contracting agreement is carried out by the company that receives the charter and will then resubmit part of the work received from the company providing the work to the outsourcing worker.

A service provider company is a company that is a legal entity which in its business activities provides workers/labor services for the needs of the employer company, in which is the employer company that sets the qualification standard according to the needs of the employer company.

service provider company outsourcing should be a legal entity is intended to ensure the fulfillment of the rights of workers/labourers considering that the working relationship that occurs is between a service provider company for workers/labourers and workers/labourers and not with the employer. A company can operate as a provider company. workers/labor services if the company already has an operational permit as a service provider company for workers/labourers. The permit is issued by the agency responsible for manpower affairs, in accordance with the domicile of the company by submitting a letter of application by attaching:

- a. Photocopy of ratification as a legal entity in the form of a Limited Liability Company or Cooperative.
- b. Photocopy of the Articles of Association which contains business activities for the provision of manpower/labor.
- c. Photocopy of SIUP, and
- d. Photocopy of the applicable mandatory employment report.

These requirements are the minimum requirements that must be met and it is still possible to have other requirements if deemed necessary by the region concerned, for example the provision of attaching a copy of the latest Social Security payment.

For the employer company, submitting part of the work implementation to another company that is a legal entity will ensure that the company can meet the quality standards set by the employer company in addition to obtaining certainty of the availability of workers/labourers. When viewed from the side of the interests of the workforce/labor why the company providing the workforce should be a legal entity is important, because considering the working relationship that occurs between the service provider company and the worker/labourer, all problems in the implementation of the employment relationship are the responsibility of the supply company. workers/labor services. In addition, the benefit of why the outsourcing company must be a legal entity is that the worker/ laborer will provide certainty to get the next job if a problem occurs which results in the end of the working relationship with the service provider company for the old worker/ laborer. This will be one of the considerations for the company that provides services for new workers/labourers to accept the workers/labourers concerned in their company.

The attachment of a copy of the Articles of Association which contains the business activities of a service provider company for workers/labourers is intended to ensure that the company concerned is indeed a service provider company, because in each company's articles of association it is stated clearly and unequivocally the business activities carried out by the company concerned. While the provision for attaching a Trading Business Permit (SIUP) is because the company is a company that is a legal entity in the form of a Limited Liability Company or Cooperative so that for operations it must have a SIUP.

The requirements that oblige to attach a photocopy of the mandatory employment report that is still valid, its function is to show that the company is still actively operating, as well as to find out things related to the identity of the company, both address, line of business, number of workers/labourers, status of employment relationship, wages, as well as those related to occupational safety and health as well as a condition for fulfilling employment provisions.

The application for an operational permit is submitted to the agency responsible for the field of manpower where the company is domiciled, this is intended to provide convenience to the company in managing operational permits.

For agencies in charge of manpower that have received the application letter and its attachments completely and meet the requirements, within 30 (thirty) days after receiving the application letter, they must issue an operational permit. Operational permit issued by the agency in charge of manpower or more specifically issued by the industrial relations sector. The permit is valid throughout Indonesia for a period of 5 (five) years and can be extended for the same period.

The service provider company after obtaining an operational permit as a service provider company for workers/labourers, then the company can operate as a service provider company for workers/labourers, and can then take part in a tender organized by the employer company. Usually the employer company always requires an operational permit issued by the agency in charge of manpower because for a manpower supply company that does not yet have an operational permit, it will not be allowed to participate in the tender for the submission of part of the work.

If the service provider company for workers/labourers has obtained 3 (three) jobs to submit part of the work from the employer company, the service provider company must register the agreement with the agency in charge of manpower issues. If the service provider company for workers/labourers does not register the agreement for the provision of worker/labour services at the agency responsible for manpower affairs, the operational permit may be revoked.

Potential violations of the law often appear in work agreements with this outsourcing, therefore if a violation occurs, a solution must be taken immediately. These ways of resolving disputes that arise are then called legal remedies. Legal efforts are needed so that the interests that have become rights can really be protected from interference from other parties.

Legal efforts are needed so that the interests that become rights can really be protected from interference from other parties, while legal remedies that can be taken in labor problems are:

- a. non-judicial (outside the court) legal remedies and;
- b. judicial remedies (judicial).

Non-judicial legal remedies are preventive before the occurrence of violations (preventive actions) in the form of actions such as warnings, warnings, subpoenas, objections, and complaints, while judicial legal remedies are repressive in nature, meaning that they have entered the law enforcement process. This repressive effort was carried out after the violation occurred. The purpose of this repressive measure is intended to restore or restore the situation. The estuary of these two legal remedies is aimed at protecting the rights owned by workers/labourers, so that these rights can be restored.

Based on the provisions in Articles 50 to 66 of Law Number 13 of 2003 concerning Manpower, it is clear that the employment relationship is regulated, including the arrangement of a work agreement for a certain time and the delivery of part of the work implementation through a job charter agreement or the provision of worker/labor services. As a follow-up so that the provisions of these articles can be implemented properly, several derivative legal products have been issued as implementing regulations of Law Number 13 of 2003 concerning Manpower. These regulations are:

- a. Decree of the Minister of Manpower and Transmigration Number Kep-100/Men/V1/2004 concerning Provisions for the Implementation of Certain Time Work Agreements.
- b. Decree of the Minister of Manpower and Transmigration No. Kep-101/Men/V1/2004 concerning Licensing Procedures for Employer/Labourer Service Provider Companies.
- c. Decree of the Minister of Manpower and Transmigration Number Kep-220/Men/X/2004 concerning Conditions for Submission of Partial Work Implementation to Other Companies.

Based on the above-mentioned regulations, if these provisions are actually implemented in their implementation, there will be less possibility of conflicts or disputes arising within the company. On the other hand, if the company deliberately violates these provisions, it is likely that conflicts will arise. System outsourcing can initially be made through an Indefinite Work Agreement (PKWTT) or a Specific Time Work Agreement (PKWT). Then with the decision of the Constitutional Court Number 27/PUU-IX/2011 on January 17, 2011 which abolished the outsourcing.

Referring to the Constitutional Court's decision, it provides an understanding that the outsourcing is still allowed for an indefinite type of work agreement

(PKWTT), provided that it does not violate the provisions of Article 59 of the Manpower Law which requires the types of work that are allowed.

The types of work that are allowed to be carried out using an outsourced work system according to the provisions of Article 59 of Law Number 13 of 2003 concerning Manpower are:

1. Work that is once completed or temporary in nature;
2. Work which is estimated to be completed in a not too long time and a maximum of 3 (three) years;
3. Seasonal work;
4. Work related to new products, new activities or additional products that are still being tested or explored.

In practice, it is possible to implement a working relationship between the parties in a small and medium-sized company without a work agreement. The possible amount of wages, whether the wages received by workers are below the minimum wage, no social security, and no severance pay in the event of termination of employment and others. There can even be termination of employment which is carried out unilaterally and at any time in an arbitrary manner due to reasons of contract work status. This condition is a reality of legal violations that can occur, which is clearly a violation of the rights of outsourced by employers.

Some examples of violations committed by employers against the provisions of a certain time work agreement are as follows:

1. Make and implement a work agreement for a certain time by imposing a trial period of 3 (three) months.
2. Implement a work agreement for a certain time without a written agreement.
3. Implementing a work agreement for a certain period of time is more for contract work agreements and the provision of services for workers/labourers-by reducing the rights of work protection and working conditions for workers/laborers to be lower than the provisions of the legislation. The forms include, among others, paying wages below the minimum wage, providing hours of work exceeding the stipulated working time, not paying overtime wages, and not implementing the Jamsostek program
4. Implement a work agreement for a certain period of time exceeding 3 (three) years on the grounds that it is related to the contract period of the employer company. In fact, the nature and type or activity of the work, even the location is the same and the work is carried out continuously.
5. Implement daily freelance work agreements whose working days exceed 21 days in a month. In the agreement the status of the worker/labourer is stipulated as casual daily worker/laborer, but the fact is that he/she works like any other worker/labourer, which is to work continuously for more than 21 days a month.

6. Termination of employment without paying severance pay, on the grounds that there has been a clause agreed in the work agreement for a certain time which frees the entrepreneur from the obligation to pay severance pay.

The consequences of contract work using the outsourcing directly reduce the rights of workers, especially regarding various benefits, social security (social security), and proper job security. Many find the fact that excessive efficiency to simply increase investment will encourage a policy of cheap labor wages and result in a lack of social security and job security for workers/labourers.

In practice, outsourcing makes the position of workers/laborers in normative employment relationships without legal certainty, and there is no clear career path. Likewise, suppose there is a trade union/labor union reaction. In that case, the company will quickly say that they are contract employees and not members of the trade union/labor union.

The implementation of certain time work agreements, including contract work agreements and the provision of services for workers/laborers, is often used as a justification by employers to reduce the rights and interests of workers/laborers by violating the applicable laws and regulations. Workers/laborers become objects of exploitation by entrepreneurs (owners of capital) and create a bargaining position.

The position of the worker/laborer is getting weaker or helpless when faced with the entrepreneur because of the unclear status of the contract work relationship. It does not provide guarantees for the future of the worker concerned. This is because the careers of the outsourced do not have levels. This is the company can also affect the objectivity of the Labor Union, which incidentally becomes the umbrella organization for fighting for workers' rights.

IV. CONCLUSION

Based on the data, both secondary data and primary data that researchers obtained in the study in answering the formulation of the problem proposed, it can be concluded several things as novelty in research, as follows:

1. That the existence of companies engaged in outsourcing has indirectly helped the government in overcoming unemployment because it can absorb workers companies Outsourcing create jobs for themselves and others, encourage economic activity so as to increase people's purchasing power. The advantages of the system with the outsourcing for the company are:
 - a) Increase company focus;
 - b) Accelerate profits;
 - c) Share the risk;
 - d) Reduce and control operational costs;
 - e) Obtaining resources that are not owned alone;
 - f) Solve Problems that are difficult to control or manage.

The benefit outsourcing for the community is to expand job opportunities, because the outsourcing is quite promising as a solution in overcoming the increasing number of unemployed in Indonesia. For the government, the existence of outsourcing companies is to help in improving the national economy, because the absorption of labor will affect the increase in people's purchasing power. For service user companies or companies that provide outsourcing saves more on expenses in financing the human resources (HR) working in the company concerned.

2. Legal protection for workers with outsourcing.

Protection of workers/labourers can be done either by providing guidance, compensation, or by increasing the recognition of human rights, physical and socio-economic protection through the prevailing norms in the company. Legal protection for workers/labourers can be grouped into three types, namely:

- a. Economic protection, namely the protection of workers in the form of sufficient income, including if the workforce is not able to work against their will.
 - b. Social protection, namely protection provided to workers in the form of occupational health insurance, and freedom of association and protection of the right to organize.
 - c. Technical protection, namely protection for workers in the form of work security and safety.
 - d. By forming a trade union / labor union (SP / SB), so that workers / laborers can express their aspirations, negotiate and demand their rights. Trade unions / labor unions can also represent workers / laborers in making Collective Labor Agreements (PKB) that regulate the rights and obligations of the worker/laborer with the entrepreneur or employer through a general agreement that becomes the guideline in industrial relations.
- ## 3. Efforts made by the government in anticipating the emergence of industrial relations disputes for outsourcing and labor providers and employers are:
- a. service provider company outsourcing must be a legal entity, this is intended to ensure the fulfillment of the rights of the workers/labourers by keeping in mind that the working relationship occurs between the company providing the workers/labourers with the workers/labourers and not with the employer.
 - b. The service provider company for workers / laborers must already have an operational permit as a service provider company for workers / laborers.

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