



ISSN 2809-672X (Online)

YURIS: Journal of Court and Justice

<https://journal.jfpublisher.com/index.php/icj>

Vol. 4 Issue 1 (2025)

doi.org/10.56943/icj.v4i1.796

Legal Protection of Outsourced Workers under Law No. 6/2023: A PT. SSBI Sidoarjo Case

Elsa Sofianti^{1*}, Muhamad Abdul Razak²

¹elsafnt@gmail.com, ²trizatrazak@gmail.com

Universitas Bhayangkara Surabaya

*Corresponding Author: Elsa Sofianti

Email: elsafnt@gmail.com

ABSTRACT

Many companies in Indonesia have now implemented the outsourcing system with the aim of reducing labor costs. Regarding the implementation of this outsourcing system, it is actually regulated in the Job Creation Law Number 6 of 2023. With the ratification of the job creation law, it is hoped that companies can fulfill their obligations by providing legal protection to workers according to their rights. The aim of this research is to find out an exact picture of the legal protection of outsourced workers relating to fixed-term work agreements in accordance with the Job Creation Law Number 6 of 2023, especially Article 66 which is currently in effect. This research also aims to determine the influence of the Job Creation Law Number 6 of 2023 on outsourcing workers in the case study PT. SSBI Sidoarjo. This research uses empirical research by describing the main problems that exist in society based on the results of case studies in the field and secondary data as support. Based on the results of this research, the obligations of PT. SSBI Sidoarjo to provide legal protection to its outsourced workers, especially regarding Article 66 concerning employment relations related to certain term work agreements, is in accordance with the Job Creation Law Number 6 of 2023 which is currently in effect, the rights obtained by outsourced workers at PT. SSBI Sidoarjo is related to legal protection, namely: the right to wages, the right to work safety, the right to health, and the right to leave, so this has impact on the welfare of outsourced workers at PT. SSBI Sidoarjo.

Keywords: *Fixed-Term Employment Agreement, Legal Protection, Outsourced Workers*

INTRODUCTION

The rapid advancement of technology as a consequence of globalization has significantly influenced economic development, particularly in Indonesia. In response to this dynamic environment, many companies recognize the necessity of generating continuous innovations to ensure growth and remain competitive in the market. However, the pursuit of innovation demands substantial financial investment. To reduce operational expenditures and avoid excessive overhead costs, companies often adopt cost-efficiency strategies, including the minimization of labor-related expenses.

One potential effort that companies may consider and undertake is employing contract-based workers (outsourced employees) as a means to minimize expenses related to human resource financing in the production sector of the company. The employment of outsourced workers requires the involvement of a third party that establishes a tripartite working relationship involving the labor supply company (or manpower service provider), the worker, and the user company.

This employment relationship plays a crucial role in sustaining company development, as the company and the labor supplier share the financial burden associated with outsourced employees through a cooperation agreement. In order to establish such cooperation, the primary matter that all parties must consider is the formation of a formal agreement. For an agreement to be considered legally valid and binding—thus enforceable as a law between the parties—it must comply with the prevailing legal requirements, namely:¹

1. Mutual consent between the parties;
2. Legal capacity of all parties to act and enter into a legal relationship;
3. Agreement is made for a specific lawful cause or purpose; and
4. The object or cause of the agreement must be lawful.

Several agreements made in accordance with the aforementioned provisions are preferably documented in written form to protect the rights of outsourced workers. In relation to this, Article 64 paragraph (1) of Law Number 6 of 2023 on Employment explicitly states that "A company may delegate part of its work to another company through a written outsourcing agreement." Furthermore, Article 66 paragraph (1) of the same law emphasizes that "The employment relationship between an outsourcing company and the workers it employs should be based on a written employment agreement, either in the form of a Fixed-Term Employment Agreement (PKWT) or an Indefinite-Term Employment Agreement (PKWTT)."

¹ Renata Christha Auli, "Pasal 1320 KUH Perdata Tentang Syarat Sah Perjanjian," Hukum Online, December 5, 2023, <https://www.hukumonline.com/klinik/a/pasal-1320-kuh-perdata-tentang-syarat-sah-perjanjian-lt656f1d2fff0d7/>.

A Fixed-Term Employment Agreement (PKWT) serves as a legal mechanism intended to ensure legal protection for both employers and workers. Legal protection refers to any action aimed at safeguarding workers through a set of rights and obligations governed by moral and legal principles, with the goal of achieving true justice. In terms of its function and position, the development of labor relations plays a crucial role in enhancing the quality of human resources.

Legal protection is particularly essential for outsourced workers, as it provides guarantees concerning fundamental labor rights and ensures equal access to employment opportunities without discriminatory treatment on any grounds. Such protection is expected to promote the welfare of outsourced workers while remaining responsive to ongoing developments in the business sector.

This study aims to provide a direct and comprehensive analysis of the legal protection afforded to outsourced workers under Fixed-Term Employment Agreements, as well as to examine the legal implications of Article 66 of Law Number 6 of 2023 on Job Creation, particularly in the context of labor supply companies in Indonesia, with a specific case study at PT. SSBI Sidoarjo.

LITERATURE REVIEW

Legal Protection

Legal protection refers to a form of safeguarding the dignity and worth of individuals, as well as the recognition accorded to legal subjects in relation to their human rights. This protection is grounded in legal provisions, which function as a set of rules or norms designed to shield legal subjects from potential violations or harmful actions.²

Legal protection, as conceptualized by various legal experts, encompasses several perspectives. Muchsin views legal protection as a mechanism that ensures the safeguarding of legal subjects through the existence of statutory regulations that are enforceable by specific sanctions. This form of protection functions within the framework of laws that are not only binding but also backed by legal consequences to ensure compliance³. Meanwhile, Satjipto Rahardjo interprets legal protection as a form of shelter or *pengayoman* for individuals whose human rights have been violated. The central objective is to guarantee that members of society can peacefully enjoy their rights, as granted and protected by the legal system.⁴

Further explanations regarding the concept of legal protection based on previous research are as follows:

² Philipus M Hadjon, *Perlindungan Hukum Bagi Rakyat Di Indonesia*, 1st ed. (Surabaya: Bina Ilmu, 1987), <https://balaiyanpus.jogjaprovo.go.id/opac/detail-opac?id=12369>.

³ Muchsin Muchsin, "Perlindungan Dan Kepastian Hukum Bagi Investor Di Indonesia" (Universitas Sebelas Maret, 2003).

⁴ Satjipto Rahardjo, *Ilmu Hukum*, 8th ed. (Bandung: PT Citra Aditya Bakti, 2014).

1. A study conducted by Heru Suyanto and Andriyanto Adhi Nugroho from the Faculty of Law, Universitas Pembangunan Nasional "Veteran" Jakarta in 2016, published in a journal entitled "*Perlindungan Hukum Terhadap Hak-Hak Pekerja Outsourcing Berdasarkan Asas Keadilan,*" explains that legal protection is a form of protection that utilizes law as an instrument to secure specific interests, by transforming those interests into legally acknowledged rights.⁵
2. A 2023 study by Yovita Tiwang from the Master of Law Program at Atma Jaya Catholic University of Indonesia, published in a journal entitled "*Perlindungan Hukum Terhadap Pekerja Alih Daya (Outsourcing) Berdasarkan Undang-Undang Nomor 11 Tahun 2020 Tentang Cipta Kerja,*" defines legal protection as a fundamental human right that influences various aspects—particularly moral values within social life, national identity, and the legal framework that governs and balances the interests of society.⁶

The concept of legal protection reflects the government's comprehensive effort to ensure legal certainty, uphold the rule of law, and affirm the recognition of human dignity. This protection serves to guarantee that individuals receive their fundamental rights, with the broader aim of promoting social order, public security, and the overall well-being of society.

Outsourced Workers

Outsourced workers refer to individuals whose tasks, responsibilities, or authority—whether in part or in whole—are transferred to another party, which may be an individual, a company, a division, or a unit within a different company.⁷ Several definitions of outsourcing have been proposed by experts, including the following:

1. Amin Widjaja Tunggal defines outsourcing as a process in which a task or service previously performed within a company is transferred to a third party. This practice is regarded as a strategic effort to engage external

⁵ Heru Suyanto and Andriyanto Adhi Nugroho, "PERLINDUNGAN HUKUM TERHADAP HAK-HAK PEKERJA OUTSOURCING BERDASARKAN ASAS KEADILAN," *Jurnal Yuridis* 3, no. 2 (2016): 61–74, <https://doi.org/10.35586/V3I2.179>.

⁶ Yovita Tiwang, "Perlindungan Hukum Terhadap Pekerja Alih Daya (Outsourcing) Berdasarkan Undang-Undang Nomor 11 Tahun 2020 Tentang Cipta Kerja | Jurnal Pro Hukum : Jurnal Penelitian Bidang Hukum Universitas Gresik," *Jurnal PRO Hukum: Jurnal Penelitian Bidang Hukum Universitas Gresik* 12, no. 3 (2023), <https://journal.unigres.ac.id/index.php/JurnalProHukum/article/view/2763>.

⁷ Komang Priambada and Agus Eka Maharta, *Outsourcing Versus Serikat Pekerja? : An Introduction to Outsourcing* (Jakarta: Alihdaya Publishinh, 2008), <https://simpus.mkri.id/opac/detail-opac?id=7417>.

expertise in order to enhance company performance, reduce workload and operational costs, and maintain competitiveness amid rapid developments in the global economic and technological landscape. This is typically executed through a contractual agreement whereby certain corporate functions are delegated to external parties.⁸

2. Chandra Suwondo views outsourcing as a mechanism for transferring specific work responsibilities from one company to a third party. This practice serves the dual purpose of risk-sharing and alleviating the internal burden carried by the company.⁹

Additional perspectives on outsourced workers can be found in prior academic studies:

1. A study conducted by Mukson and Frinsa Imma Anditya from the Institut Teknologi dan Bisnis Master in 2022, published in a journal entitled “*Pengaruh Pelatihan dan Disiplin Kerja Terhadap Kinerja Tenaga Kerja Alih Daya,*” describes outsourced labor as individuals employed under an outsourcing system, the main characteristic of which is the absence of a direct employment agreement with the company where they perform their work.¹⁰
2. Research by Lidia Febrianti, Thamrin Sambah, and Puti Mayang Seruni from the Faculty of Law, Universitas Islam Riau in 2023, in a journal entitled “*Komparasi Alih Daya Undang-Undang Ketenagakerjaan dengan Undang-Undang Cipta Kerja Tahun 2023,*” explains that outsourcing is a form of employment relationship in which a worker is contractually bound to a manpower supply company, but does not work directly for that company.¹¹

From these definitions, it can be concluded that outsourcing involves the transfer of a worker’s services from a labor supply company to a user company, without the existence of a direct employment agreement between the worker and the user company. This system aims to reduce the company’s financial burden and operational risks.

Fixed-Term Employment Agreement (PKWT)

⁸ Amin Widjaja Tunggal, *Outsourcing: Konsep Dan Kasus* (Jakarta: Jakarta.Harvarindo, 2008).

⁹ Libertus Jehani, *Hak-Hak Karyawan Kontrak* (Jakarta: Forum Sahabat, 2008).

¹⁰ Mukson Mukson and Frinsa Imma Anditya, “Pengaruh Pelatihan Dan Disiplin Kerja Terhadap Kinerja Tenaga Kerja Alih Daya,” *MAPAN* 3, no. 1 (2022), https://scholar.google.com/citations?view_op=view_citation&hl=id&user=uXQqzToAAAAJ&citation_for_view=uXQqzToAAAAJ:ZzISgRqYykMC.

¹¹ Komparasi Alih Daya Undang-Undang Ketenagakerjaan et al., “Komparasi Alih Daya Undang-Undang Ketenagakerjaan Dengan Undang-Undang Cipta Kerja Tahun 2023,” *JURNAL USM LAW REVIEW* 6, no. 3 (December 8, 2023): 1193–1209, <https://doi.org/10.26623/JULR.V6I3.7965>.

An employment agreement represents a binding relationship between a worker and an employer, established with the objective of achieving mutual benefit. In the context of legal relationships, such a relationship can be defined as a contractual bond between the worker and the company, created on the basis of mutually agreed rights and obligations.

Under Article 56 paragraph (1) of Law Number 6 of 2023 on Job Creation, employment agreements are classified into two categories: agreements made for a specific period (fixed-term) and those made for an indefinite period. A Fixed-Term Employment Agreement (Perjanjian Kerja Waktu Tertentu/PKWT) is entered into only for specific types of work which, by their nature, scope, or activity, are expected to be completed within a definite timeframe. The categories of such work include:

1. Work that is temporary or intended to be completed in a single project;
2. Work that can reasonably be completed within a relatively short period;
3. Work of a seasonal or irregular nature;
4. Work performed during a trial or exploration phase, usually related to new products, new activities, or additional products; or
5. Work that is inherently non-permanent in terms of its type, nature, or associated activities.

In accordance with the provisions mentioned above, a Fixed-Term Employment Agreement (PKWT) cannot be applied to permanent types of work. This is due to the inherent nature of a PKWT, which is designed for temporary or non-permanent employment arrangements. In other words, such agreements are intended only for work with a limited duration. To be legally valid, a Fixed-Term Employment Agreement must fulfill the following requirements:

1. The agreement must be made in written form;
2. If the agreement is not executed in writing, it is deemed to constitute an Indefinite-Term Employment Agreement (PKWTT);
3. The agreement must not include any probationary or trial period.

Therefore, if a company terminates an employment relationship on the grounds of a probationary period, it may be subject to compensation sanctions, as such termination constitutes a breach of the employment agreement prior to its agreed expiration. Additional definitions and explanations regarding Fixed-Term Employment Agreements (PKWT) can be found in prior academic research:

1. A 2023 study by Shyva Syawa from the Faculty of Law, Universitas Pembangunan Nasional "Veteran" East Java, entitled "*Perlindungan Hukum Bagi Pekerja Dalam Perjanjian Kerja Waktu Tertentu (PKWT) Dalam Hotel Sofia Juanda Surabaya,*" describes PKWT as an agreement that not only establishes a new employment bond between the employer

and the worker, but also serves to terminate the employment relationship upon the completion of a specific period or task within a defined timeframe.¹²

2. Another study by Indra Agus Priyanto from the Master of Law Program at Universitas 17 Agustus 1945 Semarang in 2023, in a journal article entitled "*Implementasi Terhadap Pemberian Uang Kompensasi Bagi Karyawan PKWT*," defines a Fixed-Term Employment Agreement as a contractual arrangement between an employer and a worker to carry out a work relationship for a specified period, typically involving temporary or non-permanent work.¹³

RESEARCH METHODOLOGY

This research adopts a juridical-empirical approach, which examines the implementation and practical application of normative legal provisions within society, particularly as they manifest in specific legal events.¹⁴ Primary data were collected through direct interviews with relevant parties and responses from selected informants, while secondary data were obtained from supporting sources related to the topic under investigation. The collected data were analyzed using qualitative descriptive analysis, aiming to present and interpret the phenomena—either naturally occurring or shaped by human intervention—by emphasizing the quality, characteristics, and interrelation of each observed activity.

RESULT AND DISCUSSION

Forms of Legal Protection for Fixed-Term Employment (PKWT) in Outsourced Workers under Article 66 of Law Number 6 of 2023 on Job Creation (Case Study: PT. SSBI Sidoarjo)

In practice, outsourcing has long been widely implemented by nearly all companies in Indonesia as a strategy to reduce labor costs. Several additional reasons for employing outsourced labor include:

1. Reducing operational expenses;
2. Controlling company production costs;
3. Allocating financial resources to other corporate needs or priorities.

¹² Shyva Syawa Smaz, "Perlindungan Hukum Bagi Pekerja Dalam Perjanjian Kerja Waktu Tertentu (PKWT) Di Hotel Sofia Juanda Surabaya" (UPN Veteran Jawa Timur, 2023).

¹³ Indra Agus Priyanto, "IMPLEMENTASI TERHADAP PEMBERIAN UANG KOMPENSASI BAGI KARYAWAN PKWT," *JOURNAL IURIS SCIENTIA* 1, no. 1 (January 19, 2023): 1–7, <https://doi.org/10.62263/JIS.V1I1.1>.

¹⁴ Kasja Eki Waluyo et al., "Understanding and Implementation of Islamic Law: Study of the Unrecorded Polygyny Phenomenon in Karawang Regency," *International Journal Ihya' 'Ulum Al-Din* 26, no. 1 (June 20, 2024): 132–42, <https://doi.org/10.21580/ihya.26.1.18918>.

Prior to employing outsourced workers, companies generally enter into a written employment agreement based on a Fixed-Term Employment Contract (PKWT). Through this contract, companies often assume that the termination of employment relationships with outsourced workers can be carried out easily. As a result, the legal standing of outsourced workers tends to be vulnerable.¹⁵

This situation has led to various legal issues concerning the protection of outsourced workers, particularly regarding access to social security, healthcare benefits, and fair wages. Legal protection for workers essentially aims to ensure equal treatment in the workplace, safeguard workers' rights, and prevent discriminatory practices, thereby supporting the overall welfare of the workforce.¹⁶

Legal provisions concerning the protection of outsourced workers are clearly regulated under Article 66 of Law Number 6 of 2023 on Job Creation. The article outlines the following key points:

1. The employment relationship between the labor supply company or manpower service provider and outsourced workers may be based on either a Fixed-Term Employment Agreement (PKWT) or an Indefinite-Term Employment Agreement (PKWTT);
2. The responsibility for the protection of outsourced workers—including matters related to wages, welfare, working conditions, and the resolution of labor disputes—rests entirely with the labor supply or manpower service company;
3. The labor supply company must be legally established as a legal entity.

In this context, the outsourcing system, which typically operates under fixed-term contractual arrangements, must comply with the relevant legal provisions. Such compliance ensures clarity and legal certainty regarding the respective rights and obligations of the parties, as determined through mutual agreement.

One of the legally established labor supply companies operating as a supporting service provider for client companies is PT. SSBI Sidoarjo.¹⁷ Based on the results of a questionnaire distributed at PT. SSBI Sidoarjo regarding the forms of legal protection afforded to outsourced workers, several key findings were obtained from respondents, including:

- a. Receipt of legal protection in the form of guaranteed wages;
- b. Receipt of legal protection through occupational safety assurances;
- c. Receipt of legal protection regarding health insurance;
- d. Receipt of legal protection related to social security entitlements.

¹⁵ I Nyoman Putu Budiarta, *Hukum Outsourcing* (Malang: Setara Press, 2016).

¹⁶ Asri Wijayanti, *HUKUM KETENAGAKERJAAN PASCA REFORMASI* (Sinar Grafika Offset, 2009).

¹⁷ "Permenaker No. 19 Tahun 2012," 2012, <https://peraturan.bpk.go.id/Details/146432/permenaker-no-19-tahun-2012>.

These findings indicate that PT. SSBI Sidoarjo has effectively fulfilled its obligations as a manpower service provider by ensuring legal protection in accordance with the rights of its workers, as stipulated under the provisions of Law Number 6 of 2023 on Job Creation.

The Impact of Article 66 of Law Number 6 of 2023 on Job Creation on Outsourced Workers in Labor Supply Companies (Case Study: PT. SSBI Sidoarjo)

Legislation is fundamentally enacted to ensure that both the general public and law enforcement authorities are able to implement the established rules in a consistent and non-discriminatory manner.¹⁸ However, in practice, various violations of legal norms continue to occur—both by citizens and by legal institutions—thus diminishing the effectiveness of such laws.

As observed by Anthony Allott, the effectiveness of law lies in its ability to prevent or eliminate disorder in its application.¹⁹ This notion becomes particularly relevant in the context of labor relations between employers and employees, which are governed by the provisions of the Job Creation Law. This legislation was introduced by the government with the primary aim of fostering investment and expanding employment opportunities in Indonesia.

Despite the intention of regulation, implementation frequently deviates from legal norms, both on the part of employers and employees. Since its early stages of drafting, the Job Creation Law has drawn significant public attention due to a number of unresolved issues—ranging from conceptual formulation to the substance of several provisions, including those regulating employment, particularly in relation to outsourcing arrangements.²⁰

Under the previous Manpower Law, outsourcing was explicitly limited to non-core business activities, ensuring that outsourced labor would not be involved in direct production processes. However, the Job Creation Law departs from this by removing such restrictions. Specifically, Articles 64 and 65 of the previous legislation were repealed, and Article 66 was revised. In its current form, Article 66 no longer prohibits outsourced workers from engaging in core production-related

¹⁸ Demian Smernytskyi et al., “Comparative Analysis of the Legislative Support for Law Enforcement Agencies in the Post-Soviet Space and Europe,” *Cuestiones Políticas* 39, no. 70 (October 10, 2021): 524–47, <https://doi.org/10.46398/cuestpol.3970.31>.

¹⁹ Salim HS and Erlies Septiana Nurbani, *Penerapan Teori Hukum Pada Penelitian Tesis Dan Disertasi* (Jakarta: Rajawali Pers, 2014), <https://simpus.mkri.id/opac/detail-opac?id=9619>.

²⁰ Estu Dyah Arifianti and Nabila, *Kertas Advokasi Kebijakan Atas Uu No. 11 Tahun 2020 Tentang Cipta Kerja Bidang Ketenagakerjaan*, Pusat Studi Hukum Dan Kebijakan Indonesia, 2020.

activities, thereby creating a legal vacuum that may impact the protection and classification of outsourced labor.²¹

This shift is perceived as a substantial modification to the substance of the previous Manpower Law, as the changes effectively broaden the scope of work that can be assigned to outsourced labor. The amendment to Article 66 of Law Number 6 of 2023 has led to public concern that the government has not paid adequate attention to the welfare of outsourced workers.²² The revised policy is widely viewed as favoring employers and business interests over labor rights.

In contrast, the government's stated intention in enacting the Job Creation Law was to establish a balanced and equitable legal framework that serves both workers and employers.²³ PT. SSBI Sidoarjo is one of the labor supply companies that has implemented Article 66 of Law Number 6 of 2023 in its operational practices. According to the findings of this study, based on interviews with the company's director, the implementation of the regulation has had a positive effect and has been aligned with government policy. The employment agreements between PT. SSBI Sidoarjo and its outsourced workers have been executed in accordance with the provisions of the Job Creation Law. In fact, based on the director's explanation, the benefits of these contractual arrangements have been directly experienced by the outsourced workers themselves.

At PT SSBI Sidoarjo, outsourced workers have received various forms of legal protection aligned with the current labor regulatory framework in Indonesia. Their right to wages is guaranteed, occupational safety and health standards are implemented, and both health insurance and social security schemes are provided.²⁴ This implementation reflects the company's efforts to fulfill its obligations under Law No. 6 of 2023 concerning Job Creation, particularly Article 66, which mandates that labor outsourcing companies bear full responsibility for the welfare of outsourced workers. In practice, the enforcement of these standards reduces the vulnerability of outsourced employees, especially those on fixed-term contracts, while simultaneously providing them with greater legal certainty and financial security in the execution of their duties.

However, recent regulatory changes related to outsourcing, as stipulated in the Job Creation Law, have introduced challenges that extend beyond corporate operational concerns. Under the previous legal regime, the use of outsourced labor

²¹ Yohanes Suhardin, "Eksistensi Outsourcing Dan Kerja Kontrak Dari Perspektif Hak Asasi Manusia," *Jurnal Hukum PRO JUSTITIA* 27, no. 2 (2009), <https://journal.unpar.ac.id/index.php/projustitia/article/view/1080>.

²² "UU No. 6 Tahun 2023," 2023, <https://peraturan.bpk.go.id/Details/246523/uu-no-6-tahun-2023>.

²³ Muhammad Eko Purwanto and Efridani Lubis, "Yudicial Review Omnibus Law Dalam Melindungi Pekerja Dan Mengembangkan Investasi Di Indonesia," *VERITAS* 8, no. 1 (March 21, 2022): 49–66, <https://doi.org/10.34005/veritas.v8i1.1757>.

²⁴ Humairoh Tazkiyatun Nisa, Guruh Novan Aldianto, and Eka Saputra, "Optimalisasi Manfaat Jaminan Kehilangan Pekerjaan (JKP) Bagi Karyawan PKWT," *Journal of Management and Social Sciences* 2, no. 1 (February 27, 2023): 252–62, <https://doi.org/10.55606/jimas.v2i1.828>.

was strictly limited to non-core business activities, aiming to prevent contract workers from being directly involved in a company's primary production processes.²⁵ This restriction has now been lifted, broadening the scope of work that may legally be delegated to third-party labor suppliers. Such changes create potential ambiguities in labor classification, increasingly blurring the line between core employees and outsourced workers. Without clear delineation, there is a significant risk that outsourcing schemes could be misused as a cost-cutting strategy, ultimately undermining workers' rights and contributing to employment insecurity.

Despite these regulatory shifts, the case of PT SSBI Sidoarjo demonstrates that outsourced labor can still be managed responsibly, provided that companies adhere to their legal and ethical obligations in the field of labor relations. PT SSBI has adopted employment agreements that comply with the provisions of the Job Creation Law while ensuring that outsourced workers directly receive the protections mandated by the regulation. This practice reflects a model of best implementation, where business flexibility is harmonized with the respect for workers' rights.²⁶

Nevertheless, the PT SSBI case represents only a partial reflection of a more complex national labor landscape. In the absence of consistent law enforcement and continuous regulatory refinement, the implementation of Article 66 risks exposing many outsourced workers to precarious working conditions. This risk becomes more pronounced when outsourcing practices are excessively employed as a mechanism for cost efficiency, disregarding the principles of social justice and labor protection. Therefore, stricter supervision and ongoing evaluation of outsourcing regulations are necessary to ensure that labor market flexibility does not come at the expense of fundamental workers' rights.

CONCLUSION

The findings of this study demonstrate that legal protection is a fundamental right afforded to outsourced workers. This right corresponds to the obligation of manpower service providers, which serve as intermediaries between outsourced labor and client companies, to ensure that such protection is properly implemented. These obligations are clearly stipulated in Article 66 of Law Number 6 of 2023 on Job Creation, a statute enacted by the government with the principal aim of promoting workers' welfare.

²⁵ Daniel Daniel and Suparno Suparno, "The Implementation of Indonesian Labor Law to Legal Protection on the Rights of Outsourced Labor in Private Companies in Medan," in *Proceedings of the First Multidiscipline International Conference, MIC 2021, October 30 2021, Jakarta, Indonesia* (EAI, 2022), <https://doi.org/10.4108/eai.30-10-2021.2315677>.

²⁶ Alfrin Ernest M Usmany, "Impact of Government Regulations on Small Business Performance: A Comparative Study," *International Journal of Business, Law, and Education* 5, no. 2 (June 2, 2024): 1614–23, <https://doi.org/10.56442/ijble.v5i2.664>.

Article 66 further mandates the use of Fixed-Term Employment Agreements (PKWT), which contain provisions that legally bind outsourced workers during the term of employment. The regulation establishes the legal basis for employment relations under outsourcing arrangements and directly affects the rights, security, and employment continuity of outsourced workers throughout the duration of their contractual obligations.

In this context, the implementation of Law Number 6 of 2023 on Job Creation—particularly Article 66—has had a positive impact on outsourced workers at PT. SSBI Sidoarjo. The company has demonstrated compliance with its obligations as a manpower service provider by ensuring the fulfillment of workers' rights, including the right to wages, occupational safety, health insurance, and paid leave. Additionally, PT. SSBI Sidoarjo provides compensation in the form of a one-time severance payment at the end of the employment contract.

These findings, drawn from interviews and questionnaire responses, indicate consistency with the legal provisions set forth in the Job Creation Law. Accordingly, it is hoped that PT. SSBI Sidoarjo will continue to uphold legal protections for its outsourced workforce in alignment with statutory requirements. The company may serve as a model for other manpower service providers in implementing comprehensive legal safeguards, in accordance with prevailing labor legislation.

REFERENCES

- Agus Priyanto, Indra. "IMPLEMENTASI TERHADAP PEMBERIAN UANG KOMPENSASI BAGI KARYAWAN PKWT." *JOURNAL IURIS SCIENTIA* 1, no. 1 (January 19, 2023): 1–7. <https://doi.org/10.62263/JIS.V1I1.1>.
- Alih Daya Undang-Undang Ketenagakerjaan, Komparasi, Lidia Febrianti, Thamrin Sambah, and Puti Mayang Seruni. "Komparasi Alih Daya Undang-Undang Ketenagakerjaan Dengan Undang-Undang Cipta Kerja Tahun 2023." *JURNAL USM LAW REVIEW* 6, no. 3 (December 8, 2023): 1193–1209. <https://doi.org/10.26623/JULR.V6I3.7965>.
- Arifianti, Estu Dyah, and Nabila. *Kertas Advokasi Kebijakan Atas Uu No. 11 Tahun 2020 Tentang Cipta Kerja Bidang Ketenagakerjaan. Pusat Studi Hukum Dan Kebijakan Indonesia*, 2020.
- Auli, Renata Christha. "Pasal 1320 KUH Perdata Tentang Syarat Sah Perjanjian." *Hukum Online*, December 5, 2023. <https://www.hukumonline.com/klinik/a/pasal-1320-kuh-perdata-tentang-syarat-sah-perjanjian-lt656f1d2fff0d7/>.
- Budiarta, I Nyoman Putu. *Hukum Outsourcing*. Malang: Setara Press, 2016.
- Daniel, Daniel, and Suparno Suparno. "The Implementation of Indonesian Labor Law to Legal Protection on the Rights of Outsourced Labor in Private Companies in Medan." In *Proceedings of the First Multidiscipline International Conference, MIC 2021, October 30 2021, Jakarta, Indonesia*. EAI, 2022. <https://doi.org/10.4108/eai.30-10-2021.2315677>.
- Hadjon, Philipus M. *Perlindungan Hukum Bagi Rakyat Di Indonesia*. 1st ed.

- Surabaya: Bina Ilmu, 1987. <https://balaiyanpus.jogjaprovo.go.id/opac/detail-opac?id=12369>.
- HS, Salim, and Erlies Septiana Nurbani. *Penerapan Teori Hukum Pada Penelitian Tesis Dan Disertasi*. Jakarta: Rajawali Pers, 2014. <https://simpus.mkri.id/opac/detail-opac?id=9619>.
- Humairoh Tazkiyatun Nisa, Guruh Novan Aldianto, and Eka Saputra. "Optimalisasi Manfaat Jaminan Kehilangan Pekerjaan (JKP) Bagi Karyawan PKWT." *Journal of Management and Social Sciences* 2, no. 1 (February 27, 2023): 252–62. <https://doi.org/10.55606/jimas.v2i1.828>.
- Jehani, Libertus. *Hak-Hak Karyawan Kontrak*. Jakarta: Forum Sahabat, 2008.
- M Usmany, Alfrin Ernest. "Impact of Government Regulations on Small Business Performance: A Comparative Study." *International Journal of Business, Law, and Education* 5, no. 2 (June 2, 2024): 1614–23. <https://doi.org/10.56442/ijble.v5i2.664>.
- Muchsin, Muchsin. "Perlindungan Dan Kepastian Hukum Bagi Investor Di Indonesia." Universitas Sebelas Maret, 2003.
- Mukson, Mukson, and Frinsa Imma Anditya. "Pengaruh Pelatihan Dan Disiplin Kerja Terhadap Kinerja Tenaga Kerja Alih Daya." *MAPAN* 3, no. 1 (2022). https://scholar.google.com/citations?view_op=view_citation&hl=id&user=uXQqzToAAAAJ&citation_for_view=uXQqzToAAAAJ:ZzISgRqYykMC.
- "Permenaker No. 19 Tahun 2012," 2012. <https://peraturan.bpk.go.id/Details/146432/permenaker-no-19-tahun-2012>.
- Priambada, Komang, and Agus Eka Maharta. *Outsourcing Versus Serikat Pekerja? : An Introduction to Outsourcing*. Jakarta: Alihdaya Publishinh, 2008. <https://simpus.mkri.id/opac/detail-opac?id=7417>.
- Purwanto, Muhammad Eko, and Efridani Lubis. "Yudicial Review Omnibus Law Dalam Melindungi Pekerja Dan Mengembangkan Investasi Di Indonesia." *VERITAS* 8, no. 1 (March 21, 2022): 49–66. <https://doi.org/10.34005/veritas.v8i1.1757>.
- Rahardjo, Satjipto. *Ilmu Hukum*. 8th ed. Bandung: PT Citra Aditya Bakti, 2014.
- Smaz, Shyva Syawa. "Perlindungan Hukum Bagi Pekerja Dalam Perjanjian Kerja Waktu Tertentu (PKWT) Di Hotel Sofia Juanda Surabaya." UPN Veteran Jawa Timur, 2023.
- Smernytskyi, Demian, Kostiantyn Zaichko, Yurii Zhvanko, Malvina Bakal, and Tetiana Shapochka. "Comparative Analysis of the Legislative Support for Law Enforcement Agencies in the Post-Soviet Space and Europe." *Cuestiones Políticas* 39, no. 70 (October 10, 2021): 524–47. <https://doi.org/10.46398/cuestpol.3970.31>.
- Suhardin, Yohanes. "Eksistensi Outsourcing Dan Kerja Kontrak Dari Perspektif Hak Asasi Manusia." *Jurnal Hukum PRO JUSTITIA* 27, no. 2 (2009). <https://journal.unpar.ac.id/index.php/projustitia/article/view/1080>.
- Suyanto, Heru, and Andriyanto Adhi Nugroho. "PERLINDUNGAN HUKUM TERHADAP HAK-HAK PEKERJA OUTSOURCING BERDASARKAN ASAS KEADILAN." *Jurnal Yuridis* 3, no. 2 (2016): 61–74. <https://doi.org/10.35586/.V3I2.179>.
- Tiwang, Yovita. "Perlindungan Hukum Terhadap Pekerja Alih Daya (Outsourcing) Berdasarkan Undang-Undang Nomor 11 Tahun 2020 Tentang Cipta Kerja | Jurnal Pro Hukum : Jurnal Penelitian Bidang Hukum Universitas Gresik."

- Jurnal PRO Hukum: Jurnal Penelitian Bidang Hukum Universitas Gresik* 12, no. 3 (2023).
<https://journal.unigres.ac.id/index.php/JurnalProHukum/article/view/2763>.
- Tunggal, Amin Widjaja. *Outsourcing: Konsep Dan Kasus*. Jakarta: Jakarta.Harvarindo, 2008.
- “UU No. 6 Tahun 2023,” 2023. <https://peraturan.bpk.go.id/Details/246523/uu-no-6-tahun-2023>.
- Waluyo, Kasja Eki, Rachmat Syafe’i, I Nurol Aen, and Beni Ahmad Saebani. “Understanding and Implementation of Islamic Law: Study of the Unrecorded Polygyny Phenomenon in Karawang Regency.” *International Journal Ihya’ Ulum Al-Din* 26, no. 1 (June 20, 2024): 132–42. <https://doi.org/10.21580/ihya.26.1.18918>.
- Wijayanti, Asri. *HUKUM KETENAGAKERJAAN PASCA REFORMASI*. Sinar Grafika Offset, 2009.