

LEGAL PROTECTION FOR *OUTSOURCING WORKERS* AT PT RESKA MULTI USAHA

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ABSTRACT

This study critically examines the legal protection of outsourced workers at PT Reska Multi Usaha (RMU), a subsidiary of a state-owned enterprise (BUMN) that relies on an outsourcing model to support its operations in the transportation sector. The outsourcing model, often used for business efficiency, inherently creates vulnerabilities for workers due to indirect employment relationships, uncertain contract status, and potential rights gaps. This study aims to answer three main research questions: (1) how is the legal protection for outsourced workers at PT Reska Multi Usaha described? (2) how is the balance between the rights and obligations of outsourced workers at PT Reska Multi Usaha?; and (3) how is the implementation of legal protection for outsourced workers at PT Reska Multi Usaha? This study uses an empirical juridical research method with a statutory and conceptual approach. The data collection instruments are observation, documentation studies, and interviews, while the data analysis is descriptive analysis. The results of this study indicate that while normatively, it complies with labor laws and regulations, particularly Law No. 11 of 2020 concerning Job Creation and Government Regulation No. 35 of 2021, substantively, legal protection is not yet fully optimal. This is evident in the persistence of uncertainty in employment relationships due to repeated contract extensions and the disparity in treatment between outsourced and permanent workers

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INTRODUCTIONS

The practice of *outsourcing* at this time is increasingly practiced both among entrepreneurs and the *outsourcing* service providers themselves. Along with the development of industrial relations with the outsourcing system, many things cause a negative thing for the development of workers/laborers. Many workers' rights are so

ignored by companies that use *outsourcing* services. The phenomenon of outsourcing has become a prevalent business strategy in various industrial sectors in Indonesia, offering operational flexibility and cost efficiency for companies. Since its massive introduction in the early 2000s, this employment model has allowed companies to focus resources on their core competencies, while supporting functions are left to third parties. However, behind the efficiencies offered, outsourcing practices often have complex implications for workers' rights and well-being. Outsourced workers are often faced with uncertainty of employment status, differences in wages and facilities compared to core workers, and lack of access to social security and union protection. (Azzahra & Yogantara, 2026)

The current conditions show that although regulations related to outsourcing have undergone several changes, including through Law Number 13 of 2003 concerning Manpower to the latest in the Job Creation Law, its implementation still leaves many challenges. Data from various labor supervisory agencies and labor unions indicate that violations of the rights of outsourced workers are still frequent, ranging from unilateral termination of employment relations, substandard wage payments, to the practice of employment contracts that are not in accordance with the provisions of the law. This creates a gap between the spirit of legal protection mandated by law and the reality on the ground experienced by workers.

The system of relations between actors in the process of producing goods and services (workers, entrepreneurs and the government) which is based on values that are a manifestation of the entire precepts of Pancasila and the 1945 Constitution, which grow and develop on the personality of the nation and the national culture of Indonesia has begun to fade somewhat. The position of Pancasila Industrial Relations in Indonesia in the current era has begun to be forgotten, especially in industrial relations with employment with *the outsourcing* system. If seen in the precepts as the philosophy of our nation regarding industrial relations between employers and laborers, many problems occur among workers/laborers. What happened at PT Reska Multi Usaha has not been optimal in fighting for *outsourcing workers*, it can be seen the late payment of BPJS kesehatan which resulted in the inactivity of BPJS health workers and when workers want to seek treatment can no longer be used, so they have to use the workers' personal funds, the company tries to provide alternatives such as claiming the costs that arise when receiving treatment, but this also experiences obstacles because the medical cost note must be sent to the office center so that it takes time and cost again. (Pratista & Zainuddin, 2023; Tiwang, 2023)

PT Reska Multi Usaha is also vulnerable to termination of employment (PHK), for example, if there is a request for a change of employment from *the bowheer* or employer and is in line with the Company Regulation of PT Reska Multi Usaha for the 2024-2026 Period CHAPTER XV concerning Termination of Employment Article 56 paragraph 1 part d "The existence of an application for termination of employment from a company that provides a special employer for outsourcing workers" is detrimental to outsourced workers. This indication shows that the weak legal protection for workers/laborers can be seen from the outsourcing problem which has recently become an actual national issue. The problem of *outsourcing* is indeed quite varied as the acceleration of its use is increasingly prevalent in the business world, while the existing regulations are not very adequate to regulate *outsourcing* that has been running in the midst of economic life with the hegemony of financial capitalism that operates through a "dis-solution subject", which does not view workers as production subjects that should be protected, but as objects that can be exploited.

This uncertainty is especially evident in the form of employment relationships that generally use fixed-time work agreements (PKWT). This pattern of employment relations causes *outsourcing* workers to experience termination of employment (PHK) at any time, either due to the expiration of the contract period or due to policy changes from the service user company. This condition creates economic and psychological insecurity for workers, while weakening their bargaining position in industrial relations. If the layoff occurs not due to a mistake or violation of worker discipline, but because of the request of the user company, then the situation has the potential to violate the principles of justice and legal protection in employment. This is corroborated by a study by Setiawan (2018) which

states that *de jure*, employment law in Indonesia mandates the principle of non-discrimination between permanent workers and outsourced workers, as well as guaranteeing workers' basic rights including decent wages, social security, and safe working conditions. In fact, Government Regulation No. 35 of 2021 specifically regulates the transfer of the protection of workers' rights in the event of a change of outsourcing service provider company. However, *de facto* implementation often shows significant disparities. (Al Fath et al., 2024; Iswaningsih et al., 2021)

The main problem that arises is the uncertainty of work status. Employment relationships of *outsourced* workers are generally in the form of fixed-time work agreements (PKWT), so they do not provide a guarantee of the sustainability of work in the long term. This condition makes workers at any time can experience termination of employment (PHK) when the contract ends or when the user company no longer needs their services. This situation creates economic and psychological insecurity, and weakens the bargaining position of workers in industrial relations. In addition, *outsourcing workers* also have the potential to be laid off not due to personal fault, but due to requests from the employer company, for example due to a change of leadership or a change in managerial policy. The layoffs that occurred on the basis of a third party's request raised justice issues because workers had no control over the causative factors. In such conditions, legal protection that is supposed to ensure the certainty and sustainability of the employment relationship becomes questionable.

Another problem that is no less important is the weak protection of normative laws in employment agreements and company regulations. In practice, the company's internal provisions often place more emphasis on managerial interests than the protection of workers, thus potentially creating an imbalance in the employment relationship. This is also related to the relatively weak bargaining position of *outsourcing* workers due to limited access to contract negotiations and collective protection through trade unions. Based on the above background, the author is interested in conducting a research entitled "Legal Protection of Outsourcing Workers at PT Reska Multi Usaha". (Arifin et al., 2024; Nofiani et al., 2025)

The importance of this research lies not only in the effort to identify the root causes of the gaps, but also in reaffirming the principles of social justice and the protection of human rights in the context of industrial relations. Workers, regardless of their employment status, have a fundamental right to decent work, fair wages, and adequate social security. Ignoring protections for outsourced workers means ignoring a large portion of the vulnerable workforce, which in turn can negatively impact social stability and inclusive economic growth. Therefore, an in-depth study of legal protection for outsourced workers is crucial to ensure that a balance is achieved between business interests and workers' rights.

Based on the background that has been described earlier, this study formulates several main problems that will be studied in depth. The first problem is related to the form of legal protection provided to outsourced workers at PT Reska Multi Usaha, both in the normative aspect based on laws and regulations and in the practice of its implementation in the field. The second problem highlights the rights and obligations of outsourced workers in the company, including the fulfillment of normative rights and responsibilities that must be carried out in the employment relationship. The third problem focuses on the various obstacles faced in the implementation of legal protection for outsourced workers at PT Reska Multi Usaha, both structural, administrative, and arising from internal and external factors of the company.

METHOD

This research uses a type of empirical juridical research, which is an approach that places law not only as a written norm, but also as a social reality observed in practice. This approach aims to understand how legal protection for outsourced workers at PT Reska Multi Usaha Medan is applied in reality, including the relationship between legal norms and their implementation in the field. Judging from the type of data, this study uses a qualitative approach with a descriptive nature. The qualitative approach was chosen because it allows the researcher to examine the phenomenon

in depth under natural conditions, while the descriptive nature is intended to describe systematically and factually the legal protection of outsourced workers based on data obtained in the field. (Aksa et al., 2025; Satory et al., 2024)

This research was carried out at PT Reska Multi Usaha Medan which is located at Jalan Sena No. 9, Perintis, East Medan District, Medan City, North Sumatra. The selection of the research location is based on the relevance of the company as the object of study that employs outsourced workers. The research is planned to start in April 2025 until it is completed, adjusting to the needs of data collection and processing in the field. The determination of the place and time of this research aims to ensure that the data collection process runs in a directional and systematic manner.

The type of data used in this study consists of primary data and secondary data. Primary data was obtained directly from the first source through in-depth interviews and observations of outsourced employees and related parties at PT Reska Multi Usaha Medan. Observations were carried out to observe working conditions and applicable legal protection practices, while in-depth interviews were conducted face-to-face and intensively to obtain comprehensive information. Secondary data was obtained through literature studies and document reviews, including labor laws and regulations, books, scientific journals, articles, and official documents relevant to the topic of legal protection against outsourcing workers.

The data analysis technique is carried out in a qualitative descriptive manner, namely by organizing, grouping, and interpreting the data obtained from interviews, observations, and documentation. The analysis process is carried out through the stages of data reduction, presentation of data in the form of systematic descriptions, and inductive conclusions, namely from specific findings in the field to general conclusions. In the process, the researcher also conducts a deepening of the relevant legal literature and theories in order to strengthen the interpretation and produce comprehensive conclusions that can be scientifically accounted for.

RESULT AND DISCUSSIONS

Legal Protection for Outsourcing Workers at PT Reska Multi Usaha

Legal protection for outsourced workers at PT Reska Multi Usaha (RMU) becomes more comprehensive and critical when approached through the framework of legal protection theory proposed by Sjacipto Rahardjo. Fundamentally, it is argued that law is not just a set of written rules that create order, but must also be able to provide real and substantive protection for individuals in society.

Effective legal protection, according to Rahardjo, is realized through a series of integrated and mutually supportive actions, which can be categorized into three main dimensions: pre-emptive protection (preventive measures before violations occur), preventive protection (monitoring and preventive measures during the process), and repressive protection (enforcement after violations occur to restore rights and provide sanctions). In the context of PT Reska Multi Usaha (RMU), a business entity that relies heavily on the outsourcing model for its supporting functions and even some of its core operational functions, research findings consistently show a significant disparity between the ideals of legal protection mandated by formal regulations and the realities of implementation on the ground. This disparity can be critically explained through weaknesses in the three dimensions of Rahardjo's protections, which collectively contribute to the continued vulnerability of outsourced workers despite the existing legal framework. (Artana, 2020; Faturachman et al., 2024)

Legal protection from the pre-emptive dimension refers to anticipatory and proactive efforts designed to prevent the occurrence of rights violations before they arise, PT Reska Multi Usaha and its partner outsourcing service providers have demonstrated formal compliance with several labor regulations. For example, the preparation of a work agreement between a worker and an outsourcing company is a form of compliance with Article 51 of Law Number 13 of 2003 concerning Manpower (Manpower Law) which requires a work agreement. In addition, the registration of workers to the BPJS Kesehatan and BPJS Employment programs, as well as the determination of the minimum wage

according to the provisions of the local government, is also a manifestation of pre-emptive efforts to fulfill the basic rights of workers.

In the Manpower Law, especially Articles 64 and 65, pre-emptively it also tries to limit the type of work that can be outsourced, namely only for supporting or non-core work that is not directly related to the production process. However, the critical significance of this pre-emptive effort is that it is often minimalistic, formalistic, and has not been able to prevent the root cause of the vulnerability of outsourced workers. Ambiguity in the classification of core and non-core jobs, for example in the position of flight attendants/flight attendants who directly interact with customers and are integral to PT Reska Multi Usaha's core services, suggests that pre-emptive regulations have not been sufficiently clear or consistently enforced to prevent potentially infringing outsourcing practices. (Budiyono, 2021; Fadillah, 2020)

If the work is essentially a core job, then their outsourcing status should not be allowed, as mandated by the Constitutional Court decision No. 27/PUU-IX/2011. In addition, the lack of comprehensive socialization of workers' rights at the beginning of employment also weakens the pre-emptive function, as workers do not fully understand the protections they are supposed to get. This formal compliance, without deep understanding and firm enforcement, creates a fragile "protection on paper", where laws exist but are ineffective in preventing potential violations, in line with Rahardjo's (2006) critique of "empty laws" if they are not filled with a substantive sense of justice. There needs to be a stronger mechanism to prevent the practice of PKWT from repeating itself for permanent employment. Second, in the preventive dimension, labor supervision must be significantly improved, with supervisors who are proactive, have adequate capacity, and are independent. Companies should also provide a safe, transparent, and responsive internal complaint mechanism, and encourage a more active role of unions in monitoring and preventing violations.

Third, in the repressive dimension, workers' access to dispute resolution mechanisms must be facilitated, costs reduced, processes accelerated, and decision enforcement must be consistent and effective. Free legal aid for outsourced workers also needs to be expanded. Without strengthening these three lines simultaneously, outsourced workers in RMU will continue to face uncertainty and exploitation, far from the ideals of the law that protects and prospers, as well as the principles of social justice that are the foundation of the state of law. Legal protection for outsourced workers is the obligation of the state and employers to ensure the fulfillment of the basic rights of workers in employment relations. In the outsourcing system, workers are in a relatively weak position due to attachment to fixed-time employment agreements as well as dependence on the sustainability of contracts between the provider company and the service user company. (Pamarto et al., 2024; Tejamukti, 2025)

Problems in the Implementation of Legal Protection

Although legal protection for outsourced workers has been normatively regulated in labor laws and regulations, in practice the implementation of the protection has not been fully optimal. Based on the results of research and field findings at PT Reska Multi Usaha, there are still various problems that have the potential to weaken the effectiveness of legal protection for outsourcing workers. These problems show that there is a gap between normative legal provisions and the reality of their implementation in the field. One of the main problems is the uncertainty of work status due to repeated contract extensions. Outsourced workers are generally bound by a Fixed-Time Work Agreement (PKWT) that has a certain period of time. However, in practice, PKWT is often extended repeatedly without any certainty about the sustainability of the employment relationship. This condition causes insecurity for workers because the continuity of work is completely dependent on company policies, so that the bargaining position of workers becomes weak.

Then the difference in the level of welfare between outsourced workers and permanent workers. Outsourced workers generally receive lower wages and perks than permanent workers, although in some cases they perform work with relatively similar burdens and responsibilities. These differences create inequality in employment relationships

and have the potential to violate the principles of social justice as guaranteed in labor law. In addition, the lack of workers' understanding of the content of the employment agreement is also a significant problem. Many outsourced workers sign employment agreements without obtaining adequate explanation of their rights and obligations, including regarding the duration of PKWT, compensation rights, and dispute resolution mechanisms. This ignorance makes it difficult for workers to fight for their rights in the event of a violation by the company. (Amaral, 2021; Kurniasari, 2022)

Subsequently, supervision that has not been optimal on the implementation of the rights of outsourced workers. Supervision by both companies and employment agencies has not been fully effective in ensuring the fulfillment of workers' normative rights, such as the right to overtime pay, social security, and occupational safety and health. This weak supervision opens up opportunities for violations of workers' rights without adequate handling. An analysis of legal protection practices for outsourced workers at PT Reska Multi Usaha (RMU) shows that there are complex dynamics between compliance with formal regulations and implementation challenges in the field. As a business entity engaged in the transportation support services sector, PT Reska Multi Usaha (RMU) relies heavily on outsourced workers for functions such as cleaning services, security, and train stewards/flight attendants. The findings of the study indicate that formally, RMU has tried to comply with several applicable labor law provisions. However, further research reveals that this compliance is often partial and does not fully guarantee substantive protection for the rights of outsourced workers, especially in the aspects of job security and pay equality.

The relationship between the practice of legal protection at PT Reska Multi Usaha (RMU) and the applicable legal rules, especially Law Number 13 of 2003 concerning Manpower (Manpower Law) and its amendments in the Job Creation Law, shows that there are varied interpretations and implementations. In the context of minimum wages and working hours, PT Reska Multi Usaha (RMU), through outsourcing service providers, has generally met the standards set by the local government. Outsourced workers receive wages at least in accordance with the province/city minimum wage, and working hours are regulated according to the provisions of 7 or 8 hours a day. However, case studies show that overtime is often not recorded or paid as per the provisions, or overtime compensation is calculated on a disproportionate basis, which critically diminishes the significance of wage protection and decent working time. (Azhara & Agista, 2022; Rahmatullah & Armin, 2021)

The most significant gap in legal protection at RMU lies in job security and rights related to termination. The majority of outsourced workers at PT Reska Multi Usaha (RMU) are employed with a Fixed Time Work Agreement (PKWT) that is renewed regularly. Although PKWT is allowed for certain jobs, the practice of continuous PKWT extension for permanent and continuous employment can indicate a "disguised employment relationship". This critically weakens workers' bargaining positions, eliminates the right to severance pay or service award money, and creates high economic uncertainty, contrary to the spirit of worker protection mandated by law.

Rights and Obligations of Outsourcing Workers at PT Reska Multi Usaha

One of the fundamental rights of workers that has been highlighted in previous studies on outsourcing is the right to wages and economic welfare. Legally, Law Number 13 of 2003 concerning Manpower (Manpower Law) Articles 90 and 91 expressly regulate the minimum wage and the obligation of employers to pay wages according to the provisions. Government Regulation Number 36 of 2021 concerning Wages, as a derivative of the Job Creation Law, also strengthens this provision. Previous studies, such as those conducted by Sari and Hidayat (2022), have often found that nominally, outsourcing service providers tend to meet the applicable provincial minimum wage (UMP) or city minimum wage (UMK) standards. At RMU, the findings of the study indicate that the basic wage received by outsourced workers is generally in accordance with the minimum wage standard set by the local government. However, its critical significance lies in the other components of wages and their comparison with permanent workers.

Social security and job security are important pillars of worker protection, and both are often weak points for outsourced workers. Legally, Law Number 24 of 2011 concerning the Social Security Administration Agency (BPJS) requires all workers to be registered in the BPJS Kesehatan and BPJS Employment programs (including Work Accident Insurance/JKK, Death Insurance/JKM, Old Age Insurance/JHT, and Pension Insurance/JP). In general, it is found that outsourcing service provider companies have registered their workers with BPJS. (Damanik et al., 2024; Riyadi, 2025)

At RMU, the research findings also confirmed that outsourced workers have been registered in the BPJS program. However, its critical meaning lies in the quality of protection and accessibility of the guarantee. Frequent disconnections of membership due to frequent transfers between outsourcing service providers, or workers' lack of understanding of claims benefits and procedures, often hinder effective access to social security. The registration formalities are not always directly proportional to optimal utilization. Furthermore, the issue of job security is a very crucial right. Article 59 of the Manpower Law regulates the Fixed-Time Work Agreement (PKWT) and its limitations, which are only for work that is once completed or temporary, or seasonal work, and cannot be held for permanent work. The Constitutional Court Decision No. 27/PUU-IX/2011 also reinforces this limitation by stating that core work should not be outsourced. However, it has consistently been shown that repetitive PKWT practices for permanent and continuous work are prevalent in outsourcing models. At RMU, the majority of outsourced workers are employed with PKWT that is regularly updated, even for positions such as flight attendant/flight attendant which is essentially a core and ongoing job.

The critical significance of this practice is that although PKWT is formally permissible, its excessive use creates a "disguised employment relationship" that eliminates workers' rights to job security, severance pay, and service award money. This fundamentally violates workers' rights to protection from unilateral termination of employment and creates high economic uncertainty, contrary to the spirit of worker protection mandated by law. (Kurnia, 2023; Nursalim & Suryono, 2021)

The right to decent working conditions and non-discrimination is also an important aspect of worker protection. Article 5 of the Manpower Law regulates the principle of equality without discrimination, and Article 86 regulates the right of workers to obtain protection for occupational safety and health (K3). Previous studies by Susanto, E., & Wibowo, B. (2023) often highlight that outsourced workers often face less favorable working conditions than permanent workers, including lack of access to training, inferior work facilities, and even discriminatory treatment. At RMU, research findings indicate that although outsourced workers have been provided with personal protective equipment (PPE) according to K3 standards for certain jobs (e.g. cleaners), in other aspects, equality has not been fully realized. Access to training and career development for outsourced workers is often limited compared to permanent workers. Rest facilities, changing rooms, or even access to the corporate canteen can vary.

In addition, although not always explicit, there is a perception among outsourced workers regarding differences in treatment or social status compared to RMU permanent workers. Its critical significance is that the principles of non-discrimination and equality in working conditions, although legally guaranteed, are often not substantively realized in the field. These gaps can affect the motivation, productivity, and psychological well-being of outsourced workers. The lack of investment in training and career development for outsourced workers also hinders their upskilling of workers, which in turn limits vertical mobility and potential income increases. This shows that legal protection in terms of working conditions and non-discrimination still needs to be strengthened through more equitable and equitable implementation. (Gaddafi & Irfanto, 2024; Yusuf et al., 2025)

Law Enforcement and Dispute Resolution Mechanism

Law enforcement and dispute resolution mechanisms are key to ensuring effective legal protection. The labor supervisor has a vital role, and the PPHI Law provides a dispute resolution pathway. However, previous studies

(Hidayat & Putri, 2022; Prasetyo & Wijaya, 2021) consistently show weaknesses in this aspect. At RMU, research findings indicate that the role of labor supervisors is not optimal. Limited resources and reach cause supervision of outsourcing service providers and RMUs to be sporadic and reactive. Rights violations such as inappropriate overtime payments, unauthorized PKWT extensions, or differences in facilities often go unchecked or are not followed up decisively. Dispute resolution mechanisms, although formally available, are also an obstacle for outsourced workers.

Lengthy processes, procedural complexity, and high costs are often a disincentive for workers who have weak bargaining positions and limited financial resources to claim their rights. The critical meaning is that despite the rule of law and enforcement mechanisms, weaknesses in the legal structure and culture make their implementation ineffective. Outsourced workers often choose not to report violations or take legal action for fear of losing their jobs or not having their contracts renewed, indicating that the law enforcement system has not been able to provide them with an adequate sense of security and justice. (Pratiwi & Andani, 2022; Sugiyono & Pardede, 2021)

The results of the study suggest that the application of legal protection for outsourced workers at PT Reska Multi Usaha shows a striking discrepancy between the normative provisions in the legal rules and the reality of implementation in the field. Although formally RMU and outsourcing service providers have met some aspects of the law (e.g., BPJS registration, minimum wage), substantive protections for outsourced workers are still far from ideal. Outsourcing practices for core jobs, repeated use of PKWT, wage and benefits gaps, and weaknesses in law enforcement and dispute resolution mechanisms, collectively create a precarious and unfair work environment for outsourced workers.

The implications of this condition are very serious. First, for workers, this means economic uncertainty, lack of job security, and potential exploitation. They bear the burden of strict obligations without being offset by equal rights, which can lead to demoralization, stress, and decreased well-being. Second, for the legal system, this condition shows that law can become an "empty law" (Rahardjo, 2006) if it is not supported by strong implementation and oriented towards substantive justice. Formal obedience without the essence of justice will only legitimize injustice. Third, for RMU itself, this practice has the potential to pose reputational risks, industrial conflicts, and can ultimately reduce the quality of service if workers feel unappreciated and lack high motivation. There is a gap between normative regulation and practice in the field. Basic rights such as minimum wage, working hours, social security, and occupational safety and health have in principle been given. Implementation in the field still faces problems, especially uncertainty of work status due to repeated contract extensions, welfare inequality compared to permanent workers, and lack of transparency in overtime pay and PKWT compensation. (Damanik et al., 2024; Kurnia, 2023)

Written employment agreements have not fully functioned as an effective legal protection instrument. The bargaining position of outsourcing workers is relatively weak and understanding of the content of contracts is still limited. This condition causes legal protection to be more formal and administrative and does not fully guarantee substantive protection for workers. The supervisory and performance appraisal systems implemented by companies tend to be oriented towards operational interests. A less transparent and objective assessment mechanism has the potential to influence the decision to extend the employment contract. This situation reinforces the subordinate position of outsourced workers in employment relations and magnifies the risk of job uncertainty.

From the perspective of labor law protection theory, the law not only aims to provide normative certainty, but also to protect the weak. The findings of the study show that outsourcing practices at PT Reska Multi Usaha still emphasize the efficiency aspect rather than the justice and welfare of workers. The legal protections that are in place do not fully reflect protections oriented towards the balance of industrial relations. A comparative analysis with the Malaysian legal system shows significant differences in approach. The common law system in Malaysia emphasizes the assessment of the substance of the employment relationship through the principle of substance over form, so that the court can establish a direct employment relationship if there is real control from the company using the service.

This approach provides a wider scope of protection than the practice in Indonesia which still relies on the formal form of employment agreement. (Amaral, 2021; Azhara & Agista, 2022; Pamarto et al., 2024)

The comparison indicates that the effectiveness of worker protection is determined not only by the completeness of written norms, but also by the flexibility of interpretation and the courage of judicial institutions in assessing substantive justice. In Indonesia, reliance on the formal construction of employment relationships limits the scope of protection for outsourced workers even though they are in fact working in the system of the service user company. The findings of this study confirm that the legal protection of outsourced workers at PT Reska Multi Usaha still needs substantive strengthening. The strengthening includes a review of the classification of core and non-core jobs, restrictions on the use of PKWT, equal wages and benefits, social security certainty, transparency of supervision, simplification of access to justice, and increased education and empowerment of workers. A joint commitment between companies, workers, and the government is key to realizing legal protection that is not only formal, but also fair and sustainable.

CONCLUSION

The results of the study show that legal protection for outsourced workers at PT Reska Multi Usaha has been normatively implemented in accordance with the provisions of labor laws and regulations, especially Law Number 11 of 2020 concerning Job Creation and Government Regulation Number 35 of 2021. This protection is realized through a written work agreement based on PKWT, the provision of wages according to the minimum wage, participation in BPJS Ketenagakerjaan and BPJS Kesehatan, as well as the regulation of working hours and rest time. Implementation on the ground shows that such protection is still administrative and does not fully guarantee substantive protection. The uncertainty of employment relations due to repeated contract extensions, differences in treatment between outsourced workers and permanent workers, and lack of transparency in the implementation of employment agreements are indicators that the effectiveness of legal protection still needs to be strengthened.

The fulfillment of the rights and obligations of outsourced workers shows an imbalance in the employment relationship. Basic rights such as minimum wage and social security have generally been met administratively, but job security, equal benefits and benefits, and career development opportunities have not been optimally met. On the other hand, workers' obligations, including discipline, compliance with company regulations, and the achievement of performance standards, are strictly enforced with clear sanction mechanisms. This condition puts outsourced workers in a relatively weak bargaining position in the structure of industrial relations.

This study also found that there is a gap between legal norms and their implementation practices. Labor regulations in practice are often interpreted permissively with an orientation to the company's operational efficiency, so that the protection of workers' rights does not run optimally. Labor supervision mechanisms have not functioned effectively in a preventive and repressive manner, while workers' access to industrial relations dispute resolution is still constrained by complex procedures, costs, and concerns about the risk of termination. This finding confirms that legal protection for outsourced workers at PT Reska Multi Usaha still needs to be strengthened in terms of implementation, supervision, and access to justice in order to be able to provide a guarantee of fair and sustainable protection.

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