

Navigating The Impact of Outsourcing Rule Changes Under the Omnibus Law on Job Creation

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Abstract: The Job Creation Law introduces fundamental changes in employment in Indonesia. This article discusses the impact of changes in outsourcing rules in the Omnibus Law on job creation. Using research methodology involves an in-depth analysis of legislation and secondary data from the legal literature. The results show that changes to outsourcing rules have complex impacts, with the potential for increased investment and efficiency, but also the risk of decreasing workers' rights. The paper concludes the need for responsive regulation to maintain a balance between the interests of companies and workers, ensuring fairness in labor relations. A better understanding of the complexity of changes to outsourcing rules in the Omnibus Law is expected to help improve policies to support sustainable economic growth and worker welfare. Concluded that changes to outsourcing rules can improve a company's investment and operational efficiency, but also create uncertainty and potential impairment of workers' rights and protections. Therefore, responsive legal protection and transparency of information are crucial to maintaining fairness in employment relations. This journal contributes to a better understanding of the complexity of changes to outsourcing rules in the Omnibus Law and raises awareness for better regulatory adjustments to support economic sustainability and worker welfare.

Keywords: : Impact of Outsourcing; Job Creation; Omnibus Law

1. Introduction

The idea of the Omnibus Law concept was first conveyed by President Jokowi in his inauguration speech at the Plenary Session of the People's Consultative Assembly of the Republic of Indonesia on October 20, 2019. In referring to the concept of the Omnibus Law, President Jokowi plans to simplify regulations with the establishment of two laws, namely the Job Creation Law and the Law on the Empowerment of Micro, Small, and Medium Enterprises (MSMEs)¹. This step will reduce dozens of regulations related to employment and MSME empowerment. This concept, known as the Omnibus Law, involves simplifying dozens of laws into one new law. Literally, "omnibus" comes from the Latin "omnis" which means "many".² In Bryan A. Garner's definition in Black Law Dictionary Ninth Editions, omnibus refers to an object or item that is many, includes many things, or has various purposes. In the context of law, the word "omnibus" is often associated with "law" or "bill", which means a regulation created based on compiling

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¹ Dhaniswara K Harjono, "To-Ra KONSEP OMNIBUS LAW DITINJAU DARI UNDANG UNDANG NO. 12 TAHUN 2011 TENTANG PEMBENTUKAN PERATURAN PERUNDANG UNDANGAN," n.d., <http://news.detik.com/berita/d-4756789/mengenal-omnibuslaw-revolusi-hukum-yang->.

² Zaimah Husin, "Outsourcing Sebagai Pelanggaran Terhadap Hak Para Pekerja Di Indonesia," *Jurnal Kajian Pembaruan Hukum* 1, no. 1 (2021): 1, <https://doi.org/10.19184/jkph.v1i1.23396>.

several rules with different substances and levels. Although Indonesia inherited the tradition of the Civil Law System, the use of the concept of Omnibus Law is not new in the world of international law, especially in countries that use the tradition of the Common Law System. Challenges arise in its application in Indonesia, especially related to technical issues of legislation, principles of laws and regulations, and the potential for decentralization of authority.³

The government officially passed Government Regulation instead of Law (Perppu) on Job Creation No. 2 of 2022.⁴ The process of forming this Perppu involves various legal methods. According to the government, the restructuring of the Perppu aims to encourage investment, open wider job opportunities, improve labor efficiency, and overcome licensing issues that are considered as barriers to investment. This policy was issued to provide legal certainty, especially from the point of view of internal and external investors. This reliability is considered crucial considering that our economy in 2023 is highly dependent on investment and exports.

The role of labor has a significant impact on the development of the country, especially in the progress of the economy and the industrial sector. The element of industrial relations in the company, involving employees, becomes key in the production and management of the company.⁵ Nevertheless, Indonesia still faces major challenges related to unemployment and poverty. Work is not only a test of service to the country, but also a struggle to survive, create a good standard of living and provide a decent life for the family.⁶

The scope of labor is known in the Definition of Labor which is translated into Dutch is said to be called *Arbeidrechts*, A sense that the essence of labor is to provide protection to workers from arbitrary provisions imposed by company policy Interesting topics on employment related to the discussion of labor relations and work contracting in the context of outsourcing systems. The outsourcing practice was initially aimed at improving employer efficiency with a focus on the core of the business and reducing labor costs. However, its implementation often makes the position of outsourced workers uncertain, with the majority working under a certain time work agreement (PKWT).

In the Manpower Law, outsourcing is regulated in two forms, namely contracting work and providing worker services. However, with the issuance of the Job Creation Law, some provisions related to outsourcing were removed and amended in several articles of the Manpower Law. Although the terms of outsourcing are not explicitly regulated in the Manpower Law, the practice can be interpreted from Article 64 of Law No. 13 of 2003.

³ Hanifah Az Zahra and Agus Machfud Fauzi, "Dampak Sosial Omnibus Law Cipta Kerja Perspektif Sosiologi Hukum," *ADLIYA: Jurnal Hukum Dan Kemanusiaan* 15, no. 1 (2021): 91–100, <https://doi.org/10.15575/adliya.v15i1.10294>.

⁴ Mangaraja Manurung, "THE OUTSOURCING IN EMPLOYMENT LAW REVIEWED BASED ON JUSTICE AND LEGAL CERTAINTY ASPECTS," n.d.

⁵ Keabsahan Perjanjian et al., "OUTSOURCING YANG TIDAK MENERIMA JAMINAN SOSIAL TENAGA KERJA (CONTOH KASUS : PUTUSAN MAHKAMAH AGUNG NOMOR 1308 K / Pdt . Sus-PHI / 2017)

⁶ Zahra and Fauzi, "Dampak Sosial Omnibus Law Cipta Kerja Perspektif Sosiologi Hukum."

The pros and cons related to outsourced workers are a hot topic because even though it provides convenience for companies, outsourced workers often face status uncertainty. In addition, the implementation of outsourcing often raises the problem of unilateral termination of employment.

In the Job Creation Law, the main substance of outsourcing is worker protection, which is the responsibility of the outsourcing company. Further arrangements related to worker protection in the context of labor relations are described in PP/35 2021.⁷ With the removal of several articles in the Manpower Law, it is estimated that the outsourcing business will increase, leading to an expansion of employment opportunities.

The implications of this change include a focus on worker protection by outsourcing companies, and the substance of outsourcing in the Job Creation Law focuses more on employment relations than business relationships between outsourcing companies and employer companies. In Article 66 paragraph (2) of the Job Creation Law, worker protection, wages, welfare, working conditions, and dispute resolution are carried out under statutory provisions and are the responsibility of the outsourcing company.⁸ Therefore, outsourced workers get protection from worker service providers and the companies they work for.

The practical implication is that the protection provided by the outsourcing company must be reflected in the employment agreement agreed in writing between the outsourcing company and the worker. Outsourced workers not only receive protection from worker service providers but also from the companies they work for. Article 18, Article 19, and Article 20 in Regulation/35 2021 affirm the protection of outsourced workers.⁹

Thus, responsive regulations are needed to overcome challenges and dynamics in employment, especially related to strategic labor relations issues, such as regulations on the implementation of Certain Time Work Agreements (PKWT) and the protection of workers in it, including PKWT workers involved in outsourcing activities. Legal protection of workers, including outsourced workers, must be implemented in a preventive and repressive manner. Preventive protection includes normative rights such as wages, welfare, working conditions, safety, work accidents, and social security per applicable labor laws. It aims to provide legal certainty to workers. On the other hand, repressive legal protection includes workers' rights as a means of defending their normative rights,

⁷ Manurung, "THE OUTSOURCING IN EMPLOYMENT LAW REVIEWED BASED ON JUSTICE AND LEGAL CERTAINTY ASPECTS."

⁸ Muhammad Zubi, Marzuki, and Ibnu Affan, "Tinjauan Yuridis Perlindungan Hak-Hak Normatif Tenaga Kerja Setelah Berlakunya Undang-Undang Cipta Kerja (Omnibus Law)," *Jurnal Ilmiah Metadata* 3, no. 3 (2021): 1171–95.

⁹ Tri Widya Kurniasari, "Kepastian Hukum Terhadap Perlindungan Pekerja Outsourcing Pasca Undang-Undang Nomor 11 Tahun 2020 Tentang Cipta Kerja," *Jurnal Geuthèè: Penelitian Multidisiplin* 5, no. 2 (2022): 123, <https://doi.org/10.52626/jg.v5i2.159>.

especially in the context of disputes, termination of employment, or violations by employers or companies.

The fulfillment of the rights of outsourced workers, or legal protection for them, is the responsibility of the outsourcing company. In certain situations, the employer may be held liable if it is proven that the employer does not have a legal entity or the outsourcing agreement is not in writing. If the negligence of the employer company harms the rights of workers, the company is obliged to take responsibility.¹⁰

2. Method

This research adopts a legal (theoretical) approach with a focus on literature analysis or legal literature search, making it normative legal research. This approach centers on reviewing secondary literature sources to gain a deep understanding of relevant laws and regulations. The data for this study were obtained through the collection of library materials, with special emphasis on secondary data.

This research methodology involves an analysis of applicable laws and regulations as the main data. The use of secondary data, including books, official documents, and previous research results such as reports, theses, and journals, is integral in information collection. This approach provides the basis for developing a solid framework of understanding of the legal aspects that are the focus of research. This legal research summarizes and analyzes information contained in secondary literature, explores the in-depth understanding of laws and regulations, and presents relevant findings in the context of writing this journal.

3. Implications of Changes to Outsourcing Rules in the Omnibus Law on Job Creation

Legal protection for outsourced workers, per the Job Creation Law, regulates the obligation of outsourcing companies to incorporate and obtain business licenses from the central government, as explained in Article 81 No. 20 of the Job Creation Law and Article 20 paragraph (1) of PP 35/2021.¹¹ The completion of business license requirements for outsourced actors, before the ratification of the Job Creation Law, is directed to obtain permission from the agency that deals with labor issues, per Article 66 paragraph 3 of this Law.¹² The transition of business licenses, previously the responsibility of labor market agencies, is now the task of the federal government.

The importance of law enforcement to ensure justice, which is subjective and individual, cannot be ignored. An effective legal framework must protect vulnerable parties. A

¹⁰ Zahra and Fauzi, "Dampak Sosial Omnibus Law Cipta Kerja Perspektif Sosiologi Hukum."

¹¹ Jurnal Ilmu Hukum et al., "Legal Standing" 5, no. 1 (2021): 113–22.

¹² Kurniasari, "Kepastian Hukum Terhadap Perlindungan Pekerja Outsourcing Pasca Undang-Undang Nomor 11 Tahun 2020 Tentang Cipta Kerja."

competent judicial system must consider the interrelated components of legal content, organization, and culture.¹³ In the context of the rule of law, it is important to respond to this need. At the theoretical level, legal certainty serves as a protector of every citizen from arbitrary actions by governments or non-governmental entities since laws make governments and other individuals or organizations responsible for their implementation.

3.1. Positive and negative impacts of outsourcing in the Omnibus Law

Changes to outsourcing rules in the Omnibus Law have several implications for job creation. Although the main goal is positive, some critical aspects, such as flexibility of labor relations and legal certainty for workers, attract attention. Some sectors may experience increased employment, but other sectors may experience adjustments and changes. Outsourcing has a positive impact, including increased investment which is expected to attract more investors by providing incentives and convenience in terms of staffing.¹⁴ Operational efficiency may also increase due to easier outsourcing practices to implement. On the other hand, there are negative impacts, such as the potential for decreased flexibility of the employment relationship for workers due to concerns that rule changes may harm them.¹⁵ In addition, there is legal uncertainty, where workers may face uncertainty regarding their rights and protections in new outsourcing scenarios.

However, to overcome these negative impacts, strategic steps can be taken. One of them is the implementation of strict regulations related to outsourcing to protect workers' rights and ensure work sustainability. In addition, fair contract negotiations can encourage outsourcing companies to establish fair contracts and recognize workers' rights. Worker empowerment initiatives, such as the formation of trade unions, can also improve workers' bargaining position in outsourcing contracts through their empowerment.¹⁶ It is also important to ensure transparency of information related to outsourcing decisions, including their impact on employment. Education and increased literacy of workers about their rights, employment contracts, and dispute resolution mechanisms need to be improved. Cooperation between governments, companies, and

¹³ Syamsul Alam and Mohammad Arif, "Perlindungan Hukum Terhadap Pekerja: Perspektif Tanggung Jawab Konstitusional Negara," *Kalabbirang Law Journal* 2, no. 2 (2020): 123–33, <https://doi.org/10.35877/454ri.kalabbirang154>.

¹⁴ Hesty Kartikasari and Agus Machfud Fauzi, "Penolakan Masyarakat Terhadap Pengesahan Omnibus Law Cipta Kerja Dalam Perspektif Sosiologi Hukum," *Doktrina: Journal of Law* 4, no. 1 (2021): 39–52, <https://doi.org/10.31289/doktrina.v4i1.4482>.

¹⁵ May Linda Iswaningsih, I Nyoman Putu Budiarta, and Ni Made Puspasutari Ujjanti, "Perlindungan Hukum Terhadap Tenaga Kerja Lokal Dalam Undang-Undang Nomor 11 Tahun 2020 Tentang Omnibus Law Cipta Kerja," *Jurnal Preferensi Hukum* 2, no. 3 (2021): 478–84, <https://doi.org/10.22225/jph.2.3.3986.478-484>.

¹⁶ Luthfia Hidayah Winda Fitri, "Problematisasi Terkait Undang-Undang Cipta Kerja Di Indonesia: Suatu Kajian Perspektif Pembentukan Perundang-Undangan," *Komunitas Yustisia Universitas Pendidikan Ganesha* 4, no. 2 (2021): 725–35.

workers must also be enhanced to create fair and sustainable solutions in the context of this change in outsourcing rules.¹⁷

3.2. Impact of Changes in Outsourcing Rules in the Omnibus Law

The implications of changes to outsourcing rules under the Omnibus Law on job creation may give rise to diverse views. The hope is that the rule change will provide flexibility and efficiency for companies in workforce management, allowing a focus on core activities and increased competitiveness. The opportunity for changes in rules that support business actors can be an attraction for investors, potentially increasing investment and having a positive impact on job creation.¹⁸ However, these expectations are also offset by uncertainty regarding workers' status, their rights, and employment agreements, which can create instability in the labor market.

If the rule change aims to improve worker protection and well-being, this could create a better working environment and contribute to sustainable job creation. The effect of rule changes on employment contract patterns, such as the use of certain time work agreements (PKWT) or indefinite time work agreements (PKWTT), depends on their implementation.¹⁹ However, too drastic, or unclear rule changes can create uncertainty, cause concern among workers, and potentially degrade the quality of work and working conditions. Decreased worker protections can also put pressure on workers to work longer hours or accept less favorable working conditions.

Changes in rules related to wages or forms of employment contracts can have an impact on workers' earnings, with the risk of decreased income or misalignment in profit sharing. Abolition or rule changes involving bargaining between workers and employers can create imbalances in industrial relations, allowing workers to lose bargaining power.

When workers feel their rights are being ignored or threatened, this can trigger protests and strikes, disrupting productivity and stability in the world of work. Waiver or reduction of rules related to occupational safety and health can increase the risks workers face regarding their working conditions, creating an unsafe working environment. Significant

¹⁷ Winda Fitri.

¹⁸ Budi Santoso et al., "Jurnal Multidisiplin Indonesia PERLINDUNGAN HUKUM BAGI PEKERJA DALAM PERUSAHAAN ALIH DAYA DITINJAU DARI UNDANG-UNDANG CIPTA KERJA," *Jurnal Multidisiplin Indonesia*, vol. 1, 2022, <https://jmi.rivierapublishing.id/>.

¹⁹ Manurung, "THE OUTSOURCING IN EMPLOYMENT LAW REVIEWED BASED ON JUSTICE AND LEGAL CERTAINTY ASPECTS."

changes in the work environment can also harm workers' mental and emotional well-being as it creates uncertainty and insecurity.²⁰

4. Legal Protection for Outsourcing Workers from the Principle of Legal Certainty

To protect employees' rights and preserve a healthy working relationship with employers to accomplish mutually beneficial objectives, workers must have access to legal certainty. This is due to the contract's hardness, which allows legal rules to be applied in the context of an employment relationship to avoid potential misuse by both internal and external parties. It is possible to analyze the principles of legal certainty in protecting workers involved in outsourcing practices by taking into account some factors, such as the nature of the work, the dynamics of the employment relationship, the outsourcing company's business model, and any related maintenance rights that might become relevant in the event of disputes with employers. There are allusions to legal protection philosophies and qualifying standards in the context of some conflict studies, which can serve as a foundation for further investigation. These theories are seen to be pertinent to studies on contract workers' legal protection and certainty.

4.1. Legal Certainty in the Preventive Protection of Outsourced Workers

Based on Article 65 paragraphs (6) and (7) of Law No. 13 of 2003 which has been repealed, by the decision of the Constitutional Court No. 27 / PUU-IX regarding Article 65 paragraph (7), the implementation of labor relations in carrying out work becomes clear, showing a paradigm shift from a company as an employer to a company as a recipient of work.²¹ This is regulated in the written employment contract in Law No. 11 of 2022 which replaces PP No. 35 of 2021.²² A work agreement without a certain period is referred to as PKWTT in Indonesia, while a work agreement with a certain period is called PKWT. According to Law Number 11 of 2020 concerning Job Creation and Government Regulation Number 35 of 2021, PKWT workers can be held for a maximum of two years, with the possibility of a one-time extension for one year based on a certain period. On the contrary, within the framework of PKWTT, the contract terminates upon completion of the task. The question of the legal relationship between employees and employers, whether it is related to the company they work for or to the employer, raises uncertainty. Referring to Law No. 11 of 2020 and Government Regulation No. 35 of 2021, there is an employment relationship between companies that provide workers/labor services and

²⁰ Kurniasari, "Kepastian Hukum Terhadap Perlindungan Pekerja Outsourcing Pasca Undang-Undang Nomor 11 Tahun 2020 Tentang Cipta Kerja."

²¹ Kurniasari.

²² Alam and Arif, "Perlindungan Hukum Terhadap Pekerja: Perspektif Tanggung Jawab Konstitusional Negara."

workers/laborers placed in user companies.²³ This requirement allows user companies to exempt themselves from liability, placing them on labor service providers instead. However, it should be noted that the definition of employment relations in Article 1 point 15 of Law No. 13 of 2003 refers to the contract between an employer and a worker/laborer, covering aspects of work, wages, and orders.²⁴ In this context, this relationship is between employer and worker/laborer, and in situations where the employment relationship is not with the service provider company (outsourced), the outsourced worker/laborer has a legal basis to demand accountability from the company providing the work.

4.2. Outsourcing after the enactment of the Job Creation Law

Previously, regulations related to outsourcing were regulated in Law Number 13 of 2003 concerning Manpower.²⁵ However, after the decision of the Constitutional Court Number 27 / PUU-IX / 2011, the phrase "certain time work agreement" in Article 65 paragraph 7 and the term "work agreement for a certain time" in Article 66 paragraph (2) point b of Law Number 13 of 2003 was mentioned to be contrary to the Constitution of the Republic of Indonesia Year 1945.²⁶ This is related to the transfer of protection for workers whose object of work remains unchanged, despite changes in companies that hold part of the wholesale proceeds from other companies or companies that provide workers/labor services.²⁷

The phrase employment agreement for a certain time was previously not legally binding if it did not require the transfer of rights protection for workers whose object of work remained, despite changes in companies that carried out part of the wholesale work from other companies or companies that provided workers' services. This decision rejects the petitioner's claims in addition to the rest and mandates the promulgation of this decision as appropriate in the State Gazette of the Republic of Indonesia.²⁸

²³ Kurniasari, "Kepastian Hukum Terhadap Perlindungan Pekerja Outsourcing Pasca Undang-Undang Nomor 11 Tahun 2020 Tentang Cipta Kerja."

²⁴ Alam and Arif, "Perlindungan Hukum Terhadap Pekerja: Perspektif Tanggung Jawab Konstitusional Negara."

²⁵ Perjanjian et al., "OUTSOURCING YANG TIDAK MENERIMA JAMINAN SOSIAL TENAGA KERJA (CONTOH KASUS : PUTUSAN MAHKAMAH AGUNG NOMOR 1308 K / Pdt . Sus-PHI / 2017)

²⁶ Kurniasari, "Kepastian Hukum Terhadap Perlindungan Pekerja Outsourcing Pasca Undang-Undang Nomor 11 Tahun 2020 Tentang Cipta Kerja."

²⁷ Rahmadi Indra Tektana, "Human Rights Perspective of Protection Law for The Outsourcing Bank Workers in Ciptakerja Omnibus Law Bill," *Pandecta Research Law Journal* 17, no. 2 (2022): 198–206, <https://doi.org/10.15294/pandecta.v17i2.34467>.

²⁸ Manurung, "THE OUTSOURCING IN EMPLOYMENT LAW REVIEWED BASED ON JUSTICE AND LEGAL CERTAINTY ASPECTS."

Particularly following the implementation of Law Number 11 of 2020 on Job Creation, which amended certain aspects of the regulations outlined in Law Number 13 of 2003 concerning Manpower, specifically those about outsourcing guidelines. After the enactment of Law Number 11 of 2020 concerning Job Creation, legal clarity around outsourcing has become very important.²⁹ The name changes from outsourcing to outsourcing the implementation of part of the workforce to other organizations is regulated in the Labor Copyright Law and the details are regulated in Government Regulation Number 35 of 2021. Contractual terms between service providers and workers/workers are key for outsourced workers.

The definition of outsourcing in the current Manpower Law refers to the delegation of part of the work to another organization. The process involves the agreement of the charter of employment and the provision of worker/labor services. Job Creation, through Law No. 11 of 2020, regulates the rights and obligations of outsourcing organizations and their employees. The outsourcing organization is solely responsible for the emerging aspects of the employment contract, including worker protection, wages, welfare, working conditions, and potential conflicts.³⁰ These things are stipulated in employment contracts, company laws, and collective labor agreements. In addition, the relationship between outsourcing companies and employees is regulated through fixed-time work agreements (PKWT) or indeterminate time work agreements (PKWTT).³¹

The impact of changes to outsourcing rules under the Omnibus Law on job creation has varied facets. It is expected that these changes will increase investment by providing ease of staffing and incentives for companies, potentially boosting economic growth as well as creating new jobs.³² In addition, outsourcing practices that are easier to implement are expected to improve companies' operational efficiency, allowing them to focus on core activities and adjust the workforce structure more flexibly.³³

However, there are concerns about the flexibility of the employment relationship, with some feeling that the rule change could hurt workers in terms of rights, employment status, and employment protections.³⁴ Legal uncertainty is also a concern, particularly regarding workers' rights and protections in the context of new outsourcing. Amid these

²⁹ Kurniasari, "Kepastian Hukum Terhadap Perlindungan Pekerja Outsourcing Pasca Undang-Undang Nomor 11 Tahun 2020 Tentang Cipta Kerja."

³⁰ Alam and Arif, "Perlindungan Hukum Terhadap Pekerja: Perspektif Tanggung Jawab Konstitusional Negara."

³¹ Perjanjian et al., "OUTSOURCING YANG TIDAK MENERIMA JAMINAN SOSIAL TENAGA KERJA (CONTOH KASUS : PUTUSAN MAHKAMAH AGUNG NOMOR 1308 K / Pdt . Sus-PHI / 2017)

³² Winda Fitri, "Problematika Terkait Undang-Undang Cipta Kerja Di Indonesia: Suatu Kajian Perspektif Pembentukan Perundang-Undangan."

³³ Tri Budiyo, "Perlindungan Hukum Tenaga Kerja Kontrak Dan Outsourcing, Serta Problematika Implementasinya," *Refleksi Hukum: Jurnal Ilmu Hukum* 5, no. 2 (2021): 145–60, <https://doi.org/10.24246/jrh.2021.v5.i2.p145-160>.

³⁴ Husin, "Outsourcing Sebagai Pelanggaran Terhadap Hak Para Pekerja Di Indonesia."

changes, the employment sector may undergo adjustments, with some sectors may experience increased employment in response to new investment, while other sectors may have to adjust their workforce structure.

Collaborative efforts are crucial in creating a balanced and sustainable work environment in the changing context of outsourcing. The implementation of strict regulations is a key foundation for regulating outsourcing practices, balancing the interests of companies with the protection of workers' rights. Careful regulation can provide a clear foundation for companies to operate while ensuring that workers' rights are respected.³⁵ Fair negotiations between relevant parties, including companies and workers, support the creation of mutually beneficial agreements.³⁶ Fairness-based negotiations can cover contractual aspects, wages, and working conditions, thus promoting healthy and respectful working relationships.

Transparency also plays an important role in creating a sustainable work environment. By providing greater access to information related to policies, contracts and performance evaluations, transparency can build trust between companies and workers. This helps to reduce uncertainty and improve mutual understanding of expectations and responsibilities. Thus, collaborative efforts through strict regulations, fair negotiations, and increased transparency create a solid foundation for maintaining balance and sustainability in the outsourcing dynamic. This approach helps build a strong foundation for sustainable economic growth and worker welfare in an era of outsourcing change.³⁷

The importance of understanding the implications of changing outsourcing rules is also related to competition between companies in attracting labor. By providing incentives and ease of staffing, rule changes can increase competition in the labor market.³⁸

5. Conclusion

The implementation of the Omnibus Law particularly changes to outsourcing rules, has mixed implications for job creation, workers' rights, and the overall business environment. While the law intends to improve investment and operational efficiency, ensuring legal certainty for workers and addressing potential negative consequences is paramount. Collaborative efforts, including strict regulations, fair negotiations, and

³⁵ Harjono, "To-Ra KONSEP OMNIBUS LAW DITINJAU DARI UNDANG UNDANG NO. 12 TAHUN 2011 TENTANG PEMBENTUKAN PERATURAN PERUNDANG UNDANGAN."

³⁶ Winda Fitri, "Problematisasi Terkait Undang-Undang Cipta Kerja Di Indonesia: Suatu Kajian Perspektif Pembentukan Perundang-Undangan."

³⁷ Heru Sugiyono and Jeremy Pardede, "PERLINDUNGAN HUKUM TERHADAP HAK-HAK PEKERJA OUTSOURCING ATAS TINDAKAN PEMUTUSAN HUBUNGAN KERJA OLEH PERUSAHAAN PENYEDIA JASA PEKERJA," vol. 19, 2020.

³⁸ Tektona, "Human Rights Perspective of Protection Law for The Outsourcing Bank Workers in Ciptakerja Omnibus Law Bill."

increased transparency, are essential to creating a balanced and sustainable work environment in the context of outsourcing change.³⁹ The evolution of the legal framework and its response to the dynamics of labor relations, including the implementation of Fixed Term Work Agreements (PKWT) and the protection of workers in outsourcing, requires continuous attention to adapt to emerging challenges and ensure the welfare of the workforce.⁴⁰

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³⁹ Iswaningsih, Budiarta, and Ujianti, "Perlindungan Hukum Terhadap Tenaga Kerja Lokal Dalam Undang-Undang Nomor 11 Tahun 2020 Tentang Omnibus Law Cipta Kerja."

⁴⁰ Perjanjian et al., "OUTSOURCING YANG TIDAK MENERIMA JAMINAN SOSIAL TENAGA KERJA (CONTOH KASUS : PUTUSAN MAHKAMAH AGUNG NOMOR 1308 K / Pdt . Sus-PHI / 2017)

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