

Dispute of Obligation Between the User Companies of Labor Subcontracting - Outsourcing Using a Socio-Cultural Approach

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ABSTRACT

Labor Outsourcing is temporary labor of a business technique in which organizations delegate certain operations or duties to third parties (labor service providers) in order to improve operational efficiency and effectiveness. The outsourcing employment relationship involves three parties: the user company, the labor supply company, and the outsourced workers. In actuality, industrial relations problems frequently arise between outsourced workers and the user firm. Industrial disputes between the user company and the outsourced workers are common as a result of unclear obligations between the labor service provider company. The termination of employment by the labor service provider company does not immediately terminate the employment relationship with the outsourced workers.

The purpose of this research is to examine the role of labor social communities, trade unions, and other social groups in dispute resolution, as well as to develop community/union mechanisms that promote peaceful and long-term conflict resolution. The Statute, Conceptual, and Case approaches were used.

The results of this study on the resolution of disputes between labor unions and employers using a Socio-Cultural Approach as an alternative to seek solutions by involving traditional community leaders and/or religious figures appointed by the parties as mediators, with a resolution mechanism based on local wisdom to achieve a fair agreement for both parties.

INTRODUCTION

Business competition among firms is growing increasingly tough, requiring companies to be more innovative in their product and service development. Companies seek for cost efficiency in production by deploying outsourced management systems, which can save money on funding the human resources employed by the individual companies.

The concept of subcontracting some work, known as outsourcing in labor law, is divided into two parts: work contract agreement and provision of services. Workers/laborers are no longer differentiated between subcontracting and labor supply, but are only regulated regarding the delegation of part of the work execution and are no longer limited to the work regulated in Article 65 of the Labor Law because that article was removed by the Omnibus Law (Job Creation Law No. 6 of 2023)) because the Omnibus Law (Job Creation Law Number 6 of 2023) no longer distinguishes between major or core work and supporting work, task division for all forms of work is not limited to work that is independent from the company's main or supporting activities.

The challenges surrounding outsourcing are highly diverse as a result of the growing usage of outsourced labor in the Indonesian business world, particularly with no constraints on the types of employment that can be outsourced. The necessity for partial job transfers is critical for various business sectors, including mining, shipyards, and other manufacturing enterprises, and it cannot be delayed by corporate actors. Meanwhile, present outsourced protection laws continue to fall short in terms of restrictions, notably implementation standards.

LITERATURE REVIEW

Every legal relationship gives rise to opposing rights and obligations, or the parties involved in a legal obligation will have rights and duties that must be fulfilled. If these rights and obligations are not fulfilled, it will cause harm to one of the parties involved in the legal obligation. Therefore, to protect and reduce problems, legal protection is necessary. Basically, legal regulations are an agreement from society to regulate behavioral relationships between members of society and between individuals and the government, which is considered to represent the interests of society (Rahardjo, 2000). Legal protection is the provision of safeguarding human rights that are harmed by others and ensuring that society can enjoy all the rights granted by the law (Rahardjo, 2000).

Article 27 paragraph (2) of the 1945 Constitution of the Republic of Indonesia states that legal protection for workers is part of the implementation of basic rights enshrined and protected in the constitution. Every citizen, whether Indonesian or foreign, is entitled to legal certainty that provides a sense of justice. Legal culture or legal culture is a manifestation of a person's attitudes, ideas, hopes, or opinions about the law. The legal culture of each person is different, therefore no two people have the same attitude towards the law. This is a form of systematic correlation between several factors, such as age, gender, occupation, or nationality (Friedman, 1986). The legal culture of Indonesian society, Daniel S. Lev mentions that the resolution of conflicts in Indonesian society adheres to the principles of compromise and peace. This is a method of

conflict resolution that still receives strong support from societal values (Lev, 1980).

METHODOLOGY

This study uses a normative juridical approach, which is conducted through the examination or review of laws and regulations, legal theories, and jurisprudence related to the issues being researched (Hanitijo Soemitro, 1990). The statute approach, case approach, and conceptual approach (Marzuki, 2014). The research's typology is descriptive-analytical, with the goal of describing, inventorying, and analyzing efforts to resolve disputes between User Companies and Outsourced Workers before and after termination of employment with outsourced workers through library research, with an emphasis on secondary data sources. The collected data will be analyzed by reviewing relevant legislation.

RESEARCH RESULT AND DISCUSSION

A. The Concept of Outsourcing

The phrase Outsourcing is not recognized in the Labor Law, but rather the term *Alih Daya* as defined in Article 64 paragraph (2), which specifies that a company can delegate part of the execution of work to another company through a documented outsourcing agreement. Meanwhile, a Service Provider Company is defined as a legal organization that meets the qualifications to perform specific work under an agreement.

Outsourcing is actually more helpful for businesses than it is for workers, whose positions would be disadvantaged owing to the non-permanent/contractual nature of their employment (Suryanto, 2017). Outsourcing workers' employment can be terminated at any moment by the firm that employs them, with no severance pay, when the work contract with the contracting company expires. (Sonhaji, 2020).

This is extremely useful to the firm because it is no longer responsible for various components that are fairly burdensome for the company, such as severance compensation, holiday bonuses, termination of employment, and others, which have been taken over by the labor service provider company. However, for workers, outsourcing causes job security difficulties because employment contracts between workers and labor supply businesses frequently expire while the work is still accessible. When there is no job, there is no compensation, which means that employees will not be compensated if they do not work.

The complexity of outsourcing necessitates a careful balance between investor needs and legal protection for workers, because the role of government intervention in labor issues must be viewed as part of a social engineering effort.

Businesses/industries can employ or seek labor service providers through written agreements or contracts, known as work contracts, to assure the continuity of their industrial company operations (I Putu Agus, 2020). Muzni Tambusai, the Director General of Industrial Relations Development at the Ministry of Manpower and Transmigration, expressed a similar opinion,

defining outsourcing as the subcontracting of one or more parts of a company's activities that were previously managed internally to another company, which is then referred to as the service recipient. Outsourcing (*Alih Daya*), as defined above, is the transfer of a portion of a company's activity to another party. (Prayoga D., Ayudha, et al. (editor), 2000).

The term "outsourcing" is not recognized in Law Number 13 of 2003 on Manpower, but the term "transfer of work" is recognized and regulated in Article 64 paragraph (2), which states that a company can delegate part of the execution of work to another company via a written transfer of work agreement. Meanwhile, the definition of a Transfer of Business firm is a business entity in the form of a legal entity that meets the requirements to carry out certain work based on an agreement made with the contracting firm.

B. Obligations of the User Company of Outsourcing with Outsourced Labors

The connection between the User Company of Outsourced Labor and the Outsourcing Company is founded on a signed Cooperation Agreement, which is a business-to-business arrangement. This cooperation agreement existed prior to the revisions to numerous articles of the Labor Law. A Work Contract Agreement and a Labor Supply Agreement are used to delegate work tasks to multiple companies, but the transfer of a portion of the work is no longer distinguished in the Work Contract Agreement or the Labor Supply Agreement, according to the provisions of Article 64 paragraph (1) of the Labor Law as last amended by the Omnibus Law (Job Creation Law Number 6 of 2023) indicating that the company might assign part of the work execution to other organizations via a formal outsourcing agreement. The provision and administration of people in specific fields who are placed and employed by the user company. When part of the work is transferred to another company via a documented outsourcing agreement, the Outsourced Worker is assigned to the Outsourcing User Company. The Outsourced Worker must first sign a Work Agreement with the Outsourcing Company, which serves as the foundation for the employer-employee relationship. The employment agreement states that the worker is placed and works for the company through Labor Outsourcing Services. (Patrik; Purwahid).

The Employment Agreement must be in written and included into a Fixed-Term Employment Agreement (PKWT) or an Indefinite-Term Employment Agreement (PKWTT). This job arrangement raises a legal difficulty. Outsourced Workers who are placed at the User Company of Outsourced Labor are subject to the Company Regulations or the Collective Labor Agreement (PKB) applicable to the User Company of Outsourced Labor, or to the Outsourcing Company's Company Regulations or Collective Labor Agreement?.

The Employment Agreement made between the Outsourcing Company and the Outsourced Workers as regulated in Article 66 paragraph (1) above, of course, the legal relationship that occurs is between the Labor Company and the Outsourced Workers, not between the User Company and the Outsourced Workers because there is no underlying legal relationship between those legal subjects. The legal relationship exists between the User Company and the Outsourcing Company based on the Outsourcing Employment Agreement that

has been formed in writing. Although the outsourced employees work at the User Company, what the Outsourced Workers must follow are the standard operating procedures (SOP) and other regulations related to job technicalities or other policies implemented at the User Company for all partners or outsourcing companies working in the User Company's work environment.

Violations committed by workers in the environment of the User Company of Outsourced Labor will be addressed by the Outsourcing Company itself, based on findings from the User Company of Outsourced Labor, with the exception of principled matters, particularly violations related to safety and occupational health, which regulations apply generally to all employees working in the environment of the User Company of Outsourced Labor.

This will include direct actions such as issuing a slip or permit with holes to indicate how many violations the Outsourced Labor has committed, so that the User Company of Outsourced Labor can decide whether or not to continue employing the Outsourced Labor placed in its company. However, in the event of a dispute, the authority to resolve it rests with the outsourcing business, not the user company of the Outsourced Labor, because there is no legal employment relationship between the user company and the Outsourced Labor.

Corporation Regulations outline the rights and obligations of the corporation and its outsourced workers. Rights and obligations explain the legal relationship between employees and employers, in which both parties are bound by a mutually agreed-upon employment contract. The existing legal relationship is between the outsourcing company and the company that uses the outsourced labor, and it takes the form of an outsourcing agreement. The user company and the outsourced labor do not have a direct legal relationship, regardless of whether the employment contract is fixed-term or indefinite-term. (H.M. Lacia Marzuki,1996).

In addition to the Company Regulations mentioned above, the regulations applicable to companies that already have labor unions are the Collective Labor Agreement. The definition of the Collective Labor Agreement can be seen from the provisions of Article 1 number 21 of the Labor Law, which states that the Collective Labor Agreement is an agreement resulting from negotiations between labor unions or several labor unions registered with the agency responsible for labor affairs and the employer, or several employers or employer associations, which contains the terms of work, rights, and obligations of both parties.

According to the terminology of the core of the implementation of firm Regulations, the Company Regulations of the user firm of Outsourced Labor cannot be applied to Outsourced Workers because there is no legally binding link. The legal relationship that exists is between the Outsourced Worker and the Outsourcing firm, hence the Outsourced Worker should follow the outsourcing firm's regulations rather than the regulations of the company that employs outsourced labor.

Outsourced Workers placed with the user company of Outsourced Labor must, of course, adhere to the user company's work standards and discipline. The outsourcing agreement between the outsourcing business and the user company of outsourced labor must explicitly declare from the start which regulations the

outsourced workers must obey while working for the user company of outsourced labor.

The Outsourcing Company must first explain or socialize to its Workers who will be placed in the User Company that the legal relationship is between them, not with the User Company, even if the placement is in the User Company and the applicable work rules are based on the User Company's Operational Procedure System. Meanwhile, the rights and obligations outlined in the employment contract must be explained, including the amount of salary, allowances, overtime pay, working hours, and break times, as well as other matters governed by the employment contract between the outsourcing company and the outsourced workers.

Socialization is necessary to reduce requests from outsourced workers who want to become permanent employees of the service-using company due to a lack of understanding about the legal relationship between the workers and the outsourced labor-using organization.

The misunderstanding occurred at PT Toyota Astra Motor, one of Indonesia's vehicle factories. Workers were outsourced expressly to make automobile seats. Toyota protested and went on strike to demand that they be hired by PT Toyota Astra Motors. This is owing to a lack of socialization of their legal relationship standing with PT Toyota Astra Motor, the firm that uses outsourced labor.

C. Resolution of Industrial Relations Disputes Regarding Outsourcing

Disputes between laborers and companies, including outsourcing workers with contractors or labor service providers (as the receiving companies) and job providers in labors law, are classified as industrial disputes. Industrial relations disputes that occur may concern rights that have been established or may also involve employment conditions/work requirements that have not yet been stipulated in employment of contracts, an internal company regulations, collective labor agreements, or legislation (Moch. Faisal, 2019).

There may be numerous possible issues during the implementation of Outsourcing Work, such as violations of organization Regulations or Collective Labor Agreements (PKB) by Workers/Laborers, as well as disputes between Outsourced Workers/Laborers and other employees within the organization. According to Article 66 paragraph (2) of the Employment Law, as last amended by the Omnibus Law (Job Creation Law Number 6 of 2023), the outsourcing company is responsible for the protection of workers/laborers, wages and welfare, working conditions, and resolving any disputes that arise.

In this case, the Outsourcing Company must position itself and act wisely to accommodate the interests of both its workers and the company using the Outsourced Labor, given that the Outsourcing Company is the party with a better understanding of its employees' daily activities and performance than the company using the Outsourced Labor. This is because the Outsourcing Company regulates management, whilst the company that employs Outsourced Labor is only responsible for operational or technical problems. The Outsourcing Company must periodically assign supervisors or overseers to monitor its

workers at the company using Outsourced Labor in order to avoid potential conflicts and monitor employee performance effectively.

D. Mechanism for Resolving Disputes Outsourced Workers

An influence of globalization is increasingly unavoidable, marked by the opening of diplomatic relations among ASEAN countries in the economic field with ASEAN Economic Community and formation of a free trade agreement between ASEAN member countries and China in ASEAN-China Free Trade Area (Juaningsih et al., 2020). The Employment Law clarifies the government's stance on foreign workers (TKA), as evidenced by the strict and clear regulations regarding the use of TKA presented in a special chapter. The regulations consist of the obligation for employers who employ foreign workers (TKA) to have written permission; to have a Foreign Worker Utilization Plan (RPTKA) that clearly states the reasons, types of positions, and duration of TKA employment; The responsibility to engage Indonesian workers as companions for international workers and repatriate them to their home country after the job connection expires (Meifilanti, 2019). The provisions for the foreign labor begin with Article 42 Paragraph (4) of Labor Law, indicates that presence foreign workers in Indonesia is only temporary and only for certain positions. Therefore, the presence of foreign workers presents an opportunity for the government to optimize the development of Indonesian human resources through knowledge transfer and technology transfer to create effective economic development (Miru, 2020). The existence of this legal culture difference becomes an issue in law enforcement arising from termination of employment by foreign labors. With culture, attitude of foreign labors in this case, in resolving labor disputes, generally finds it difficult to compromise without disregarding efforts towards deliberation and reconciliation between both parties. Foreign workers tend to prioritize efforts towards legal certainty, namely by granting power of attorney to their lawyer to handle the dispute. (Laela, 2011). Negotiating through consensus is the best method because the resolution of disputes is carried out by the parties themselves to achieve a situation that is acceptable to both parties or a win-win solution. In bipartite negotiations, the parties usually strive to strengthen their bargaining position, then position themselves and set goals by considering three positions: the ideal position, the target position, and the resistant position (Heron et al., 2000).

The outsourcing company's employment relationship with its outsourced personnel is not always pleasant. There will be times when both parties will disagree on certain issues, such as rights disputes, interest disputes, or termination of employment, which are referred to as industrial relations disputes in the Labors Law related to Industrial Relations Settlement.

In labor law, there are numerous regulations that significantly govern dispute settlement, as provided in the Labor Law, its implementing regulations, and the Civil Procedure Code (HIR/RBG), as long as it is not particularly regulated in the Industrial Relations Settlement Law.

Industrial relations disputes as regulated in Article 1 number 22 of the Employment Law in conjunction with Article 1 number 1 of the Industrial

Relations Dispute Settlement Law are differences of opinion that result in conflicts between employers or employer associations and labor unions regarding rights, interest disputes, termination of employment disputes or disputes of labor unions only within one company.

Dispute regarding termination of job, disagreements of rights or interests in which these three disagreements have various meanings and legal repercussions, as follows: 1) Dispute over termination of employment due to a lack of agreement regarding the termination of the employment relationship carried out by one party; 2) Disputes over rights due to the non-fulfillment of rights, resulting from differences in the implementation or interpretation of statutory regulations, employment agreements, company regulations, or collective labor agreements; and 3) Interest disputes in employment relationships due to a lack of agreement regarding the creation and/or amendment of work conditions stipulated in employment contracts, company regulations, or collective labor agreements.

The procedure for settling industrial relations disputes as prescribed by the Industrial Relations Dispute Settlement Law. Regulated in three resolution mechanisms: bipartite negotiation, tripartite negotiation, and court resolution. If we simplify the resolution of industrial relations disputes through non-litigation and litigation, the non-litigation and litigation resolutions in industrial dispute resolution are a series of steps that should not be interpreted as legal options, because if the non-litigation resolution is not completed, the parties cannot proceed with litigation/court resolution. This process is in place because, in theory, the resolution of workplace disputes must be approached socioculturally.

Resolution Disputes through bipartite negotiations involving employers/employer associations and labors or labor unions. Bipartite Negotiation as the first negotiation between labors or labor unions and employers to resolve industrial relations disputes, If the negotiating parties do not reach an agreement, then the bipartite negotiation is considered a failure.

The parties can continue their efforts to resolve the dispute through bipartite negotiations involving a third party, such as mediation, conciliation, or arbitration, and if the tripartite negotiations fail, the parties who have undergone tripartite negotiations or conciliation can file an industrial dispute lawsuit with the Industrial Relations Court (PHI) and attach the mediation settlement record or the conciliation settlement record.

Juanda Pangaribuan, an industrial relations lawyer and former ad hoc judge of the Jakarta Industrial Relations Court, stated that parties must consider their different legal positions while resolving conflicts. For example, workers should consider whether their acts contradict laws, internal corporate regulations, or the Collective Labor Agreement. Similarly with employers. The workers must prove the basis of their claims submitted in the context of resolving the dispute. Employer also need to prepare the necessary document if they reject the workers demands.

The most important thing that Juanda emphasized for the parties is the good faith to resolve the dispute. For example, the parties actively engage in bipartite mechanisms. When entering the mediation stage or going to court, the

parties can demonstrate good faith by responding to invitations from relevant parties such as mediators or the industrial relations court.

According to Juanda, it is important for the parties to attend the invitation because it serves as a platform to provide answers, rebuttals, and arguments that can strengthen or reject each party's claims. Once the case is in court, the parties must prepare documents that will be used as evidence. Evidence commonly used in the Industrial Relations Court (PHI) includes employment contracts, Company Regulations or Collective Labor Agreements, as well as other letters related to the dispute.

All of the mechanisms available to resolve industrial relations disputes, Juanda said it would be better if the issues could be resolved at the bipartite level. Bipartite is an autonomous forum within the company environment. The resolution of this dispute is also low-cost, quick, and maintains confidentiality. "The more this dispute is exposed externally, the more detrimental it will be because other parties will become aware of the ongoing dispute," said Juanda during a training session in Jakarta on Tuesday, October 30, 2024, organized by Hukumonline.com under the title Techniques for Resolving Industrial Disputes & Methods to Preparing Case Files in the Industrial Relations Court (Batch VI). However, the bipartite mechanism, according to Juanda, becomes unproductive if each party remains steadfast in their stance. If this happens, the case could end up in the Court (PHI). The risk parties must patiently wait for the outcome and dig deep into their pockets because this process is not cheap. In addition, the general public will become aware of this dispute. Juanda emphasized that the bipartite agreement outlined in the Joint Agreement (PB) registered with the court has the same legal force as a legally binding court of decision. If employer does not fulfill the obligations outlined in the Joint Agreement, such as paying severance, the worker only needs to file an execution with the court. "This shortens the time to resolve disputes compared to cases processed in court."

Previously, at the Labor Law Symposium at the end of July, two important issues were raised, namely : the main points of Industrial Relations Disputes and the employment curriculum taught in higher education institutions. Regarding the main points of Industrial Relations Disputes, the Chairperson of the Association of Labor Law Educators and Practitioners (P3HKI), Asri Wijayanti, sees several conceptual weaknesses in Law on Dispute Resolution in Industrial Relations (UU Number 2, 2004). The resolution of industrial relations disputes that has been implemented so far heavily emphasizes civil law, whereas there are aspects of public law that cannot be ignored in labor issues. The concept of mediation in the resolution of industrial relations under the regime of Law on the Settlement of Industrial Relations Disputes also needs to be critiqued. The conceptual correlation of this law with Law on Manpower was also discussed in the symposium. (Hukumonline.com, 2024)

Revision of Law on Dispute Resolution in Industrial Relations needs to be carried out immediately to align with the changes in Law on Manpower, which materially regulates by adding the authority of the Industrial Relations Court not only to adjudicate civil industrial relations disputes but also to examine and

adjudicate labor criminal offenses regulated in Law on Manpower, Law Number 21 of 2000 on Trade Unions/Labor Unions, which constitute a unity that materially regulates employment/labor matters, considering that the enforcement of labor criminal law in the District Court is less effective due to the mastery of labor material. The role of mediation as a mechanism for resolving industrial relations disputes arising from outsourcing practices, and its effectiveness in reaching agreements between workers and employers. (I Made Suwitra)

The Dispute Resolution in Industrial Relations does not always have to go through legal channels or be based on laws. There are several alternative approaches that can be used to resolve conflicts more quickly, efficiently, and at a lower cost, namely:

1. Bipartite Negotiation

- a. Direct resolution between workers and employers without the intermediary of a third party;
- b. Usually done through open dialogue and compromise to reach a mutually beneficial agreement.
Example: negotiations for salary increases or improvements in working conditions.

2. Mediation

- a. Using a neutral third party to help both parties reach a contract voluntarily.
- b. Mediator only facilitates communication without making binding decisions.

3. Conciliation

- a. The conciliator is active in providing resolution suggestions to both parties.
- b. The conciliator's decision is not binding, but it can serve as a consideration for the parties involved.

4. Arbitration

- a. Resolution through an independent arbitrator appointed by both parties.
- b. The arbitration decision is binding and must be adhered to by both parties.
- c. Generally used if negotiation and mediation are unsuccessful.

5. Cultural & Social Approach

- a. Using customary norms, cultural values, or community-based approaches to seek solutions.
- b. Involving community leaders, religious figures, or community leaders as mediators.

Example: family deliberation or resolution based on local wisdom.

Termination of Employment is the ending of the employment relationship due to a specific reason that results in the cessation of rights and obligations between outsourced workers and employers. Based on that understanding, it can be ensured that such a situation is not desired by the majority of workers and also raises concerns about the continuity of the employment relationship where the position of the worker is weaker compared to the employer in the employment relationship. The provision of Article 153 paragraph (1) of the Labor Law states that violations of termination of employment for the reasons specified in Article 153 are an effort to provide legal protection to workers, including outsourcing workers, so that the continuity of work at their workplace is not disrupted by arbitrary termination of employment by the employer. The existence of sanctions or threats of punishment serves as a guarantee for the realization or fulfillment of the rights of outsourcing workers.

CLOSING

After the amendment of Law Number 13 of 2003 concerning Manpower, which was last amended by Law Number 6 of 2023 concerning the Establishment of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation into Law on Implementing Regulations related to Outsourcing, it is only regulated in Government Regulation Number 35 of 2021 concerning Fixed-Term Employment Agreements, Outsourcing, Working Hours and Rest Periods, and Termination of Employment, which is only regulated in 3 articles, namely articles 18 to 20. However, the Minister of Manpower and Transmigration of the Republic of Indonesia Regulation Number 19 of 2012 concerning the Conditions for the Transfer of Part of the Implementation of Work to Other Companies and the Circular Letter of the Minister of Manpower and Transmigration of the Republic of Indonesia Number: SE.04/MEN/VII/2013 concerning the Implementation of the Minister of Manpower and Transmigration of the Republic of Indonesia Regulation Number 19 of 2012 concerning the Conditions for the Transfer of Part of the Implementation of Work to Other Companies, which regulates outsourcing in more detail, has not yet been revised to align with Law Number 13 of 2003, so it can accommodate the interests of employers and protect the interests of outsourced workers.

Outsourced Workers are required to comply with the work regulations applicable at the User Company during their placement, and this must be stipulated in the Outsourcing Agreement. The mechanism for resolving industrial relations disputes between outsourced Workers/Laborers and the Outsourcing Employer is based on the industrial relations dispute resolution mechanism regulated in Law Number 2 of 2004 on the Settlement of Industrial Relations Disputes, which is conducted bipartitely, tripartitely, and finally by filing a lawsuit in the industrial relations court accompanied by a mediation conciliation settlement report. To ensure the enforcement of labor law, both civil and public, in accordance with the changes to the Labor Law, it is necessary to immediately revise Law Number 2 of 2004 on the Settlement of Industrial Relations Disputes by granting additional authority to industrial relations courts to examine and decide cases related to labor criminal law, considering that the

enforcement of labor criminal law by district courts is ineffective because, materially, the judges handling these cases do not have a thorough understanding of labor criminal law.

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