



## Principles of Implementation of Transfer of Undertaking Protection of Employment (Tupe) as a Form of Legal Protection for Outsourcing Workers

Iona Febrina Simanjuntak<sup>1</sup>, July Esther<sup>2\*</sup>, Roida Nababan<sup>3</sup>  
Fakultas Hukum, Universitas HKBP Nommensen, Medan

**Corresponding Author:** July Esther [julyesther@uhn.ac.id](mailto:julyesther@uhn.ac.id)

### ARTICLE INFO

*Keywords:* Transfer of Undertaking Protection of Employment, Legal Protection, Labor, Outsourcing

*Received :* 29 December 2024

*Revised :* 16 January 2025

*Accepted:* 19 February 2025

©2025 Simanjuntak, Esther, Nababan:  
This is an open-access article distributed under the terms of the [Creative Commons Attribution 4.0 International](https://creativecommons.org/licenses/by/4.0/).



### ABSTRACT

The Transfer of Undertaking Protection of Employment (TUPE) principle gives birth to a new legal norm that guarantees legal protection for the rights of outsourced workers. This protection is especially applicable when a job continues even though there is a change of company that carries out part of the work from another company or a labor provider company. This study uses a normative legal method, namely an approach that focuses on literature review by examining regulations and literature relevant to the problems being studied. In an effort to adjust the concept of outsourcing in accordance with the provisions of Government Regulation Number 35 of 2021, Law Number 6 of 2023 which stipulates the Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation into law reaffirms the principle of protection for workers in the outsourcing scheme. With this principle, workers get legal certainty, so that they do not lose their jobs or the rights they have previously obtained. In addition, TUPE also contributes to increasing the sense of security and stability in employment relationships.

## **INTRODUCTION**

The rapid growth of companies and factories in the industrial revolution era has increased the need for a balanced workforce and stable industrial relations between employers and workers. However, labor disputes remain common, often disadvantaging workers due to an oversupply of job seekers and limited job opportunities, weakening their bargaining power. Legal protection is crucial, especially for non-permanent employees like outsourced workers. This issue was addressed in Constitutional Court Decision Number 27/PUU-IX/2011, which reviewed Law Number 13 of 2003 on Manpower. The ruling reinforced the TUPE principle to protect workers' rights, highlighting the need for clearer regulations and stricter enforcement to ensure fair treatment and job security for outsourced employees.

The principle of Transfer of Undertaking Protection of Employment (TUPE) is a regulation that provides protection to workers by transferring work from the old service provider company to the new service provider company. TUPE is present as legal protection to prevent exploitation, unfair termination of employment (PHK), or negative changes in employee working conditions during the transition of ownership. This principle is based on the view that workers are not only economic assets, but also have social rights that must be respected.

Following Constitutional Court Decision Number 27/PUU-IX/2011, a new legal framework was established to ensure the protection of outsourcing workers' rights, particularly in cases where the work itself remains unchanged despite a shift in the company responsible for carrying it out or the service provider supplying the workforce. This legal development aims to prevent the exploitation of workers for business. Many companies prioritize profit over fair employment conditions and wages, leaving outsourced workers vulnerable to exploitation and job insecurity. To protect their rights, the Transfer of Undertaking Protection of Employment (TUPE) principle must be enforced. TUPE ensures that outsourced employees retain legal protections even when the company overseeing their work changes. Strengthening legal frameworks and enforcement of this principle is crucial to promoting job security, fair treatment, and labor rights in a shifting employment landscape.

MK Decision Number 27/PUU-IX/2011 in point [3.18] provides legal considerations regarding the application of the principle of transfer of protection for outsourcing workers (Transfer of Undertaking Protection of Employment). This principle is based on the idea of non-discrimination, which ensures that workers receive equal benefits and welfare. In an outsourcing arrangement under a Fixed-Term Employment Agreement (PKWT), workers must still receive legal protection. This can be ensured by applying the transfer of protection principle, so their rights remain safeguarded even if the outsourcing company changes. This helps prevent unfair treatment and ensures workers continue to get fair wages and proper working conditions.

In practice, the TUPE principle requires the new company (the transferee) to take over the responsibilities related to all existing employment contracts, working conditions, and legal obligations of the old company (the transferor). The purpose of this employment protection is to ensure that the employment

relationship system continues to run without being disrupted by the authorities. Therefore, for outsourced workers, legal protection is very necessary when they are transferred to a new employer company. Government Regulation Number 35 of 2021 strengthens worker protection, particularly in outsourcing, by introducing the TUPE (Transfer of Undertaking Protection of Employment) principle in Article 19. This ensures that workers' rights, including legal protections, fair wages, and job security, remain intact even if the outsourcing company changes. By preventing the loss of employment benefits, the regulation promotes labor stability and fairness in shifting corporate structures.

In this case, the application of the Transfer of Undertaking Protection of Employment (TUPE) principle applies to outsourced workers involving several parties, namely outsourcing companies, companies using workers' services, and the outsourced workers themselves. Outsourcing refers to the use of workers to do work or produce a result by a company through a labor service provider. The main purpose of outsourcing is to achieve mutual benefits, open up opportunities for labor service providers, and provide operational efficiency for the company. Outsourcing is very beneficial for companies because it allows them to focus on their core business, while non-core work can be outsourced to outsourced workers managed by the Worker Service Company (PJP).

An outsourcing company is a legal entity that meets the requirements to handle specific tasks under an agreement with an employer company. The employer company outsources part of its work to a labor service provider or contracting company to manage certain jobs or services. Meanwhile, outsourced workers are individuals who work for an outsourcing labor provider company by receiving wages or compensation, which is then distributed to the employer company through a written agreement.

The employment of outsourced workers is typically tied to the contract between the outsourcing company and the client company, meaning their jobs end if the client company terminates the contract. Most outsourced workers are employed under Fixed-Term Employment Agreements (PKWT), making their job security unstable. This arrangement aligns with the legal framework outlined in Constitutional Court Decision Number 27/PUU-IX/2011 and Articles 64 and 66 of Law Number 6 of 2023, which regulate outsourcing employment. While these laws aim to protect outsourced workers' rights, concerns remain regarding job insecurity and the need for stronger enforcement to ensure fair treatment and employment continuity. In Indonesia, there are still many cases regarding outsourcing workers whose rights are not properly protected, such as; Outsourcing Workers at PT Central Pertiwi Bahari in Lampung, who were employed not in accordance with their duties and responsibilities and were not paid wages according to the provisions. In addition, there was a case at the M. Z. Painan Regional Hospital in West Sumatra, where the outsourced workers there did not receive decent wages. In 2021, a case at Indonesia's state-owned enterprise PLN revealed issues where outsourced workers faced overlapping job responsibilities and wages that did not comply with regulations. Employment agreements play a crucial role in determining workers' rights and legal protections, which impact their job security. Given these challenges, this study

explores the implementation of the Transfer of Undertaking Protection of Employment (TUPE) as a legal safeguard for outsourced workers, ensuring their rights are upheld despite changes in management or contractual arrangements.

## **LITERATURE REVIEW**

### **1. Overview of the Principle of Transfer of Undertaking Protection of Employment**

#### **Definition of the Principle of Transfer of Undertaking Protection of Employment**

The Principle of Transfer of Undertaking Protection of Employment is a Transfer of Protection is a set of employment regulations that protect the rights and benefits of workers when a business is transferred from one employer to another. Transfer in TUPE is defined as the transfer of a company that must retain its identity after the transfer and carry out the same economic activities so that the principles of TUPE can be applied (Mason Hayes & Curran).

The Transfer of Undertaking Protection of Employment (TUPE) principle applies when a business or a part of it is taken over by a new employer due to a merger, acquisition, or transfer of ownership. In this process, the new employer is legally required to retain existing employees, ensuring that their employment rights, including job continuity, wages, and working conditions, remain protected. This regulation prevents unfair dismissal and safeguards workers from losing their rights due to changes in company ownership or management. The length of service that employees have had with the previous employer is still counted and recognized by the new employer (Workplace Relations Ireland). In Indonesia, the TUPE principle, as outlined in Constitutional Court Decision No. 27/PUU-IX/2011, ensures that outsourced workers retain their legal protections during business transitions. It mandates that workers' rights be upheld even when companies change outsourcing providers, preventing unfair treatment and job insecurity.

### **2. Overview of Outsourcing Workforce**

#### **a. Definition of Outsourcing Workforce**

In Article 1 number 2 of Law Number 13 of 2003 concerning Manpower, manpower is any person who is able to do work to produce goods and/or services either to meet their own needs or for the community. Then in Article 1 number 2 of Government Regulation Number 35 of 2021, workers/laborers are any person who works for wages or other forms of compensation. According to Sumarsono (2009), manpower is all people who are willing and able to work, which is interpreted as all people who carry out work activities for themselves or others.

Outsourcing comes from the words out and source. The word out means "outside" and the word source means "source". If interpreted literally, outsourcing is a source from outside. If you look at the definition of outsourcing in the Oxford Dictionary, outsourcing is defined as appointing a party from outside the company to carry out work or provide goods for the benefit of the company. According to Black's Law Dictionary, outsourcing is stated as: "A business's or organization's procurement of goods or services by contract with an outside supplier: specif., the use of workers outside the business or organization

to do a job", so outsourcing can be defined as an activity of delegating operations or the implementation of a part of the production process to another party outside the company. Through this delegation, a job that was originally done by the company is transferred to a third party, called an outsourcing company.

Outsourcing in Indonesia involves companies delegating specific tasks to external service providers through formal agreements. While this practice enhances operational efficiency, it also raises concerns about workers' rights and job security, emphasizing the importance of clear regulations and legal protections. This can be done through a work contract or by hiring a labor service provider. Under this system, the outsourcing company is responsible for carrying out specific tasks or supplying workers as agreed, allowing the main company to focus on its core operations while maintaining efficiency and flexibility in workforce management. The definition in Law Number 13 of 2003 concerning Manpower and Law Number 6 concerning Job Creation is not much different from the concept of outsourcing in the business world, namely, outsourcing or handing over a process that is not the company's core competence to another party.

So it can be concluded that outsourcing labor is labor that is outsourced from another company to do certain jobs, usually to reduce operational costs or to obtain special skills that the company does not have. In this system, companies that use outsourcing labor services do not directly employ the employees, but rather work together with the labor service provider company.

#### b. Form of Outsourcing Work Agreement

Article 64 of Law No. 6 of 2023 mandates that employment agreements between outsourcing companies and workers be in writing, either as a Fixed-Term (PKWT) or Indefinite-Term (PKWTT) contract. If workers are employed under a fixed-term contract, the agreement must include provisions ensuring the protection of their rights, preventing job insecurity and exploitation. This regulation promotes fair labor practices and safeguards outsourced employees' legal protections. This means that if there is a change in the outsourcing company while the nature of the work remains the same, the workers' rights, including job security, wages, and benefits, must continue to be protected. This regulation aims to prevent workers from losing their rights due to changes in outsourcing service providers.

#### c. Work Relationship between Outsourcing Workers and the Company

In the outsourcing system, three main parties are involved: the company that provides the work (client company), the company that supplies workers (outsourcing provider), and the workers. The client company hires the outsourcing provider to handle certain tasks or supply workers, while the outsourcing provider manages worker contracts, wages, and rights. Workers perform their jobs at the client company but are officially employed by the outsourcing provider. The legal relationship that is formed is only between the worker and the vendor, not with the principal. In practice, the principal has obligations to the vendor, and vice versa. Therefore, in general, the principal is

not obliged to fulfill the rights of workers unless there is a violation of the outsourcing provisions. The main responsibility for fulfilling the rights and interests of workers lies with the vendor, because the work agreement is made between the vendor and the worker.

According to the Manpower Law, there is no direct structural relationship between the client company (user) and the workers, as the official employer is the outsourcing provider, not the client company. The client company is only responsible for setting the qualifications and requirements that the outsourcing provider must meet when supplying workers. As a result, all aspects of worker management, including contracts, wages, and legal protections, fall under the full responsibility of the outsourcing provider. This arrangement ensures that the client company remains separate from direct employment obligations while still benefiting from outsourced labor. Although the outsourcing system is a right for the parties involved, its implementation must still comply with the provisions stipulated in the applicable laws and regulations. The requirements that must be met include material and formal aspects, which substantially must not reduce the normative rights of workers. These normative rights include, among others:

- a. the right to decent wages;
- b. the right to protection of occupational safety and health, including the right to rest and leave;
- c. the right to freedom of opinion and organization;
- d. the right to strike, and so on.

The Manpower Law limits outsourcing to supporting tasks that are not part of a company's core business. This means only non-essential jobs, like cleaning or security, can be outsourced, while key roles must be handled by in-house employees. This rule helps protect workers' rights and job security.

### **3. General Overview of Legal Protection**

#### **a. Forms of Legal Protection for Outsourcing Workers**

Based on Constitutional Court Decision Number 27/PUU-IX/2011, outsourcing workers under Fixed-Term Employment Agreements (PKWT) are legally protected through the Transfer of Undertaking Protection of Employment (TUPE) principle. This ensures that if the outsourcing company changes, workers' rights, job continuity, and employment conditions remain protected, preventing unfair termination and ensuring stability in their work, namely:

- a. Protection of transfer of PKWT workers if there is a change of vendor.
- b. Protection of continued employment as long as the object of work still exists.

The Constitutional Court Decision No. 27/PUU-IX/2011 states that a Fixed-Term Employment Agreement (PKWT) must include provisions to protect workers' rights if their job continues, even when the outsourcing company changes. This ensures that workers retain their rights and job security when their work is transferred to a new contractor or outsourcing provider. The phrase "rights for workers" has the meaning of "rights inherent in the worker". In other words, the rights contained in the employment agreement, normative rights

stated in laws and regulations, company regulations or PKB. The guarantee of transfer should not only be limited to the employment agreement, because not all workers' rights are regulated in the employment agreement.

By applying the principle of transfer of protection for workers or laborers (Transfer of Undertaking Protection of Employment/TUPE) in the outsourcing work system, there are two implementation models. The first model allows workers to be legally employed by an outsourcing company as long as they have a written Indefinite-Term Employment Agreement (PKWTT). This ensures job security by providing permanent employment status, meaning workers are entitled to benefits and protections under labor laws. Meanwhile, the second model applies if the employment relationship is based on a "fixed-term employment agreement" (PKWT), in which workers must still obtain protection for their rights. In both models, the TUPE principle is still applied to ensure that outsourcing workers receive proper protection in their work environment.

#### b. Purpose of Legal Protection for Outsourcing Workers

To ensure workers' rights are protected during a company takeover, employees from the acquired company must keep their existing rights. This means their job status, wages, and benefits should remain unchanged, preventing unfair treatment or job loss due to the ownership change. The principle of transfer of protection is applied to ensure that outsourcing workers are not harmed by unilateral actions from employers or entrepreneurs. With this principle, if a company replaces its outsourcing provider but the work remains, the new provider must continue the existing employment contracts. The contracts cannot be changed without worker approval, except for improvements like better wages or benefits based on experience and length of service. This ensures job continuity and protects workers' rights during the transition.

This provision not only ensures continuity of employment for outsourced workers, but also protects their welfare more broadly. In the regulation, outsourced workers are not considered new employees, so their length of service is still recognized and taken into account. Thus, they are entitled to receive proper and proportional treatment according to the length of service they have served. If outsourced workers are dismissed due to a change in the service provider company, they have a legal basis to file a lawsuit with the industrial relations court as a rights dispute. The principle of transfer of protection aims to prevent the loss or neglect of the constitutional rights of outsourced workers. In addition, to avoid a gap in rights between outsourced workers and permanent workers who carry out similar tasks at the employer company, the company must ensure that outsourced workers receive fair benefits and welfare without discrimination.

## METHODOLOGY

This study uses a normative legal research method, which means examining legal materials such as books, journals, and laws related to the research topic. The research focuses on employment law, particularly the Transfer of Undertaking Protection of Employment (TUPE) principle and outsourcing.

Data is collected through a literature review, analyzing legal principles and regulations in Indonesia. The study examines key laws, including Law No. 13 of 2003 on Manpower, Law No. 6 of 2023 on Job Creation, and Government Regulation No. 35 of 2021 on employment agreements and outsourcing. By reviewing these legal sources, the study aims to understand labor protections, especially for outsourced workers.

## **RESEARCH RESULT**

### **1. The Implementation Principle of Transfer of Undertaking Protection of Employment (TUPE) Against Positive Law in Providing Legal Protection for the Rights of Outsourced Workers**

The TUPE (Transfer of Undertaking Protection of Employment) principle protects outsourced workers, who are usually employed on a fixed-term contract (PKWT). In outsourcing, three main parties are involved: the outsourcing provider, the client company, and the workers. Since outsourced workers often lack job security, TUPE ensures their rights are protected even if the outsourcing contract changes. The Constitutional Court Decision Number 27/PUU-IX/2011 requires TUPE to be applied in employment agreements to guarantee fair treatment for outsourced workers. To enforce this, the Ministry of Manpower issued Permenakertrans No. 19 of 2012, later updated through Permenakertrans No. 11 of 2019. This regulation ensures that outsourced workers can be employed under either a fixed-term (PKWT) or indefinite-term (PKWTT) agreement, providing them with better job security and legal protection. If workers are hired under a PKWT, their rights must still be protected, especially in cases where the outsourcing company changes. Additionally, Article 81 number 13 of Law Number 6 of 2023, which amends Article 57 of Law Number 13 of 2003, states that a PKWT must be in writing, using Indonesian and Latin script. A verbal Fixed-Term Employment Agreement (PKWT) is not legally valid, as it does not meet the requirements in labor laws. A written PKWT is important because it serves as proof in case of disputes, giving workers better legal protection. Although Law Number 6 of 2023 removes some rules on PKWT extensions, it does not eliminate the concept of contract renewal or extension. Clear regulations are still needed to protect workers and prevent misunderstandings. Properly documenting PKWT agreements ensures fairness and legal certainty in employment.

According to Constitutional Court Decision Number 27/PUU-IX/2011, the Transfer of Undertaking Protection of Employment (TUPE) principle ensures two forms of protection for outsourcing workers employed under a Fixed-Term Employment Agreement (PKWT). This protection helps maintain their rights and job security, even when there is a change in the outsourcing company, namely:

a. Protection of Worker Transfer in the Event of Vendor Transfer

This protection applies in situations where the user company no longer continues cooperation with the previous service provider company (vendor) and switches to a new vendor. The decision clearly states that workers still receive protection in such conditions.

- b. According to the Constitutional Court Decision No. 27/PUU-IX/2011 (page 44), outsourcing workers should ideally be employed under an Indefinite-Term Employment Agreement (PKWTT) to ensure job stability. However, if workers are hired under a Fixed-Term Employment Agreement (PKWT), the TUPE (Transfer of Undertaking Protection of Employment) principle must be applied. This ensures that workers' rights remain protected, even if the outsourcing company changes, as long as the job itself still exists.

The Constitutional Court stressed the importance of protecting outsourced workers, especially when their labor provider company is no longer partnered with the employer, even though the work continues. By applying the Transfer of Undertaking Protection of Employment (TUPE) principle, workers' rights are transferred from the old outsourcing company to the new one, ensuring job security. This means that if the employer switches to a different outsourcing provider, the new provider must continue the existing employment contracts as long as the work remains. The contract terms cannot be changed unless it benefits workers, such as better wages or improved conditions due to experience and tenure. Article 18 of Government Regulation Number 35 of 2021 states that the outsourcing company is fully responsible for workers' protection, wages, welfare, and dispute resolution.

Worker protections in outsourcing must be clearly stated in employment agreements, company regulations, or collective labor agreements. Article 19 requires that if outsourced workers are hired under a Fixed-Term Employment Agreement (PKWT), their contracts must include clauses ensuring the transfer of their protections if the outsourcing company changes but the job remains. If workers are not guaranteed continued employment, the outsourcing company is fully responsible. Law Number 6 of 2023 strengthens worker protection by building on Government Regulation Number 35 of 2021. Article 81 number 18 (amending Article 64) states that outsourcing agreements must be in writing and specify which work is being outsourced. The government also has the authority to determine which jobs can be outsourced. Additionally, Article 81 number 20 (amending Article 66 paragraph 3) requires that PKWT contracts include clauses protecting workers' rights when an outsourcing company changes. These regulations help ensure fair treatment, job security, and proper legal protections for outsourced employees.

## **2. Impact of the Implementation Principle of Transfer of Undertaking Protection of Employment on the Transition of Outsourcing Workers**

The Transfer of Undertaking Protection of Employment (TUPE) principle applies when two key conditions are met: the job remains available at the client company, and the outsourcing worker still has an employment contract with their previous outsourcing company. For example, if outsourcing company A hires a worker under a three-year Fixed-Term Employment Agreement (PKWT), their rights should continue to be protected even if the outsourcing provider changes. However, in the second year, the user company that employs the outsourcing worker decides to no longer work with outsourcing company A and switches to outsourcing company B. Based on the principle of TUPE, outsourcing company B is required to continue the remaining work period of the outsourcing

worker while maintaining all the work requirements, rights, and obligations that have been previously agreed upon. Changes to the provisions are only permitted if they are intended to improve the welfare of workers, for example due to increased experience and length of service.

The TUPE principle protects outsourced workers by ensuring job continuity, maintaining employment terms, and recognizing their work period even if they move to a new outsourcing provider. Workers have the right to refuse a new vendor if the job terms do not meet their expectations. While they are legally bound only by their outsourcing agreement, TUPE still applies automatically, offering protection and job security during employment transitions. In addition, outsourced workers are still entitled to all provisions agreed to in the previous employment contract. Rights such as salary, benefits, and other working conditions must still be respected even if there is a change in the outsourcing company. This clear legal protection provides a sense of security for workers, increases their confidence in job stability, and contributes to increased productivity and loyalty to the company. The Transfer of Undertaking Protection of Employment (TUPE) principle ensures not only job continuity for outsourced workers but also their well-being. Under this regulation, workers are not treated as new employees when the outsourcing company changes. Their previous work period is still recognized, allowing them to retain their rights fairly. If outsourced workers are dismissed solely due to a change in the labor provider, they have the legal right to sue in the industrial relations court for unfair termination. By applying TUPE, the risk of workers losing their rights is reduced, ensuring they continue to receive fair legal protection.

Clear regulations regarding the transfer of protection through the Transfer of Undertaking Protection of Employment (TUPE) principle provide a definite legal framework regarding the transfer from the old company to the new company, thereby reducing the potential for disputes between workers and the company. This regulation also helps companies to better understand their obligations in protecting workers' rights. By implementing the TUPE principle, companies can avoid legal problems that may arise due to unlawful termination of employment. In addition, this can also improve the company's reputation as an entity that cares about the welfare of workers.

The impact of the Transfer of Undertaking Protection of Employment (TUPE) principle will be very useful in providing legal protection by ensuring that the rights of outsourced workers are maintained when transferring to a new company. This provides a guarantee for workers not to lose their jobs and rights, and increases a sense of security in the employment relationship. TUPE provides a guarantee that workers involved in the transfer to a new company will not lose their jobs. Workers still have the right to continue working under the new company that takes over.

With the current implementation of the outsourcing concept, workers/laborers can gain benefits in the form of wider employment opportunities, work experience that can open up opportunities in the better job market, and opportunities to become permanent workers. For employers, outsourcing helps them focus on their main business, grow their company, and

improve efficiency. It can also create more jobs and make workforce management easier. To protect outsourced workers, the Transfer of Undertaking Protection of Employment (TUPE) principle ensures that their rights remain secure when a business transition occurs. However, TUPE rules are not always followed properly. Workers have a weaker position than employers, both economically and socially, making it easier for companies to ignore their rights. This leads to unfair treatment, job insecurity, and low wages for outsourced employees. Regardless of employment status, all workers deserve fair treatment and legal protection. Labor laws and international agreements reject discrimination in the workplace, making it necessary to strengthen TUPE enforcement to ensure equal rights for all workers.

### **CONCLUSIONS AND RECOMMENDATIONS**

The Transfer of Undertaking Protection of Employment (TUPE) principle implemented in Indonesia after the Constitutional Court Decision No. 27/PUU-IX/2011 brought important updates to employment law, especially for outsourced workers. The TUPE principle follows existing labor laws, such as Employment Law Number 13 of 2003, which protects workers during company transfers. Government regulations also provide specific rules for outsourced workers, including those with Fixed-Term Contracts (PKWT). The Job Creation Law Number 6 of 2023 further reinforces the responsibility to protect outsourced employees. However, no law fully details the TUPE principle, leading to a lack of awareness about its benefits for outsourced workers. TUPE ensures that workers keep their rights when moving to a new company, preventing job losses and providing job security. If an outsourced worker is dismissed just because the service provider changes, they can file a lawsuit in the industrial relations court. For TUPE to apply, two conditions must be met: (1) the job must still exist at the client company, and (2) the worker must still have an employment relationship with the previous outsourcing provider.

### **Suggestions**

This study still has various limitations due to limited data sources and information related to this topic. Stricter regulations are needed to ensure the proper implementation of the Transfer of Undertaking Protection of Employment (TUPE) principle, along with clearer guidelines on outsourcing worker arrangements. This includes specifying the types of jobs that can be legally outsourced to prevent misuse and ensure better protection for workers. By establishing more detailed rules, the rights of outsourced employees can be better safeguarded, ensuring that legal protections are properly enforced and aligned with existing labor laws. In this case, the government has an important role in drafting these regulations, while employers or outsourcing companies are expected to be able to optimally implement protection mechanisms for outsourcing workers who have the status of non-permanent workers.

### **ADVANCED RESEARCH**

In this study, there are still many shortcomings due to the limited knowledge of researchers in terms of the significance of the regulation of the

Transfer of Undertaking Protection of Employment (TUPE) Principle for workers with PKWT status such as outsourcing workers. So it is hoped that in further research this topic can be developed and refined by other researchers who are interested in studying similar topics through more accurate and relevant research sources. In addition, it is hoped that there will be more detailed regulations governing the implementation of the TUPE principle and related regulations governing outsourcing workers.

## REFERENCES

- Akbar W.M. (2021). "Implementasi Klausul Transfer of Undertaking (Protection of Employment) Bagi Outsourcing Employee Perusahaan yang Jatuh Pailit" *Journal of Notarial Law*.
- Aloysius Uwiyono. (2011). "Ketidakpastian Hukum Pengaturan Outsourcing dalam Undang-undang Nomor 13 Tahun 2003". *Jurnal Legislasi Indonesia*, Vol. 8 (3).
- Buchari Imam. (2020). "Implikasi Prinsip Transfer of Undertaking Protection of Employment (TUPE) Terhadap Hak-Hak Pekerja Berstatus Perjanjian Kerja Waktu Tertentu (PKWT)" *Jurnal Ilmu Hukum KYADIREN*, Vol. 1 (2)
- CNN Indonesia, (2021, Juni 10), "Buruh Bongkar Perilaku PLN kepada Pegawai Outsourcing",  
<https://www.cnnindonesia.com/ekonomi/20210610153033-85-652737/buruh-bongkar-perilaku-pln-kepada-pegawai-outsourcing>  
Diakses pada 4 Desember 2024, pukul 16.20 WIB
- Damanik, S. (2006). "Outsourcing dan Perjanjian Kerja". Jakarta:DSS Publishing
- Ebizmark, "Objek Penelitian: Pengertian, Jenis, Prinsip, dan Cara Menentukan",<https://ebizmark.id/artikel/objek-penelitian-pengertian-jenis-prinsip-dan-cara-menentukannya/?srsltid=AfmBOop7ty7o3JpFy8Ol5m7c9itVUik9HIfpblhJrl4DvSMaVV0D3X> Diakses pada 4 Desember 2024, pukul 15.30 WIB.
- Farida, I. (2020). "Perjanjian Perburuhan: Perjanjian Kerja Waktu Tertentu dan Outsourcing". Jakarta:Sinar Grafika
- Hamonangan T.R, Bagiastra N.I, (2022). *Mengkaji Perlindungan Hukum Pekerja Alih Daya Pasca Berlakunya UU Cipta Kerja*, *Jurnal Kertha Negara*, Vol. 10 (4)
- Hanifan.A.A, (2014). "Perlindungan Hukum Pekerja Alih Daya di Perusahaan Penyedia Jasa Pekerja Pailit" *Jurnal Perspektif*, Vol. XIX (2)
- Hukum Online, (2022, Juni 10), "Mengenal Outsourcing",<https://www.hukumonline.com/berita/a/mengenal-outsourcing-lt62a3198db452b/> Diakses pada 3 Desember 2024, pukul 13.30 WIB
- Husni, L. (2009). "Hukum Ketenagakerjaan di Indonesia," Edisi Revisi. (Jakarta:Raja Grafindo Persada, 2009).
- Idul Fitri, (2021). "Perlindungan Hukum Tenaga Kerja Alih Daya Dalam Sistem Pengupahan Pada Badan Layanan Umum Daerah", (Studi Kasus RSUD dr. M. Zein Painan)", *Unes Journal of Swara Justitia*, Vol. 5 (2)
- Jamaludin A.D, dkk (2023). "The Dynamic Of Outsourcing Regulation Within The National Legal Framework (The Need For Reconceptualization Of Protection For

- Temporary Workers)*”, *International Journal of Educational Review, Law And Social Sciences*, Vol. 3 (4)
- Khairani. (2014). “*Kedudukan Outsourcing Pasca Putusan MK Nomor 27/PUU-IX/201*”. Fakultas Hukum Universitas Andalas, Mahkamah Konstitusi, (2024, Maret 14), *Pemerintah: Aturan Perjanjian Kerja dan Alih Daya dalam UU Cipta Kerja Lindungi Buruh* <https://www.mkri.id/index.php?page=web.Berita&id=20123&menu=2> Diakses 29/01/2025 23:13
- Nainggolan Alex (2021). *Tinjauan Yuridis Mengenai Prinsip Transfer of Undertaking Protection of Employment (TUPE) Dalam Perjanjian Outsourcing Dalam Hubungan Kerja Perjanjian Kerja Waktu Tertentu (PKWT)* (Tesis Magister Hukum Bisnis dan Kenegaraan, Universitas Gajah Mada, 2021). Diakses dari <https://etd.repository.ugm.ac.id/penelitian/detail/204294>
- Peraturan Pemerintah Nomor 35 Tahun 2021 tentang Perjanjian Kerja Waktu Tertentu, Alih Daya, Waktu Kerja, Waktu Istirahat, dan Pemutusan Hubungan Kerja Peraturan Pemerintah Nomor 2 Tahun 2022 tentang Cipta Kerja
- Pratiwi B.W, & Andani. D, (2022). “*Perlindungan Tenaga Kerja dengan Sistem Outsourcing di Indonesia*”, *Jurnal Hukum Ius Quia Iustum*.
- Putusan MK Nomor 168/PUU-XII/2023 Mengenai Pengujian Undang-Undang Nomor 6 Tahun 2023 tentang Penetapan Peraturan Pengganti Undang-Undang terhadap UUD Negara Republik Indonesia Tahun 1945
- Putusan MK Nomor 27/PUU-IX/2011 tentang Tenaga Kerja *Outsourcing*
- Sunggono, B. (2021). “*Metodologi Penelitian Hukum*,” ed.1. Jakarta:Rajawali Pers
- Suratman. (2019). “*Pengantar Hukum Ketenagakerjaan Indonesia*,” ed.1, cet.1.Depok: Rajawali Pers).
- Syahwal, dkk (2024). “*Transfer of Undertaking Protection of Employment: Ideas and Praxis*”, *International Legal Clinical Education*, Vol. 6 (3)
- Undang-Undang Republik Indonesia, Nomor 13 Tahun 2003 tentang Ketenagakerjaan
- Undang-Undang Republik Indonesia, Nomor 6 Tahun 2023 tentang Penetapan Peraturan Pengganti Undang-Undang Nomor 2 Tahun 2022 tentang Cipta Kerja Menjadi Undang-Undang