

Precarious Work in The Indonesian Labour Law System: A Study of Freelance Workers

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Abstract

The development of flexible working patterns, particularly for freelance workers, is a phenomenon that is inseparable from the transformation of the modern labour market and the digital economy. However, Indonesia's labour law system is still oriented towards conventional employment relationships, so it is not yet able to provide adequate legal certainty and protection for freelance workers. This study aims to analyse the legal position of freelance workers in Indonesia's labour law system and the forms of legal protection for the fulfilment of their normative rights. The research method used is normative legal research with a legislative, conceptual, and limited comparative approach to international labour standards. The results of the study show that the absence of explicit regulations regarding freelance workers creates a legal grey area that results in weak protection of their rights to wages, social security, and occupational welfare. This condition places freelance workers in the category of precarious work, which is socially and economically vulnerable. This study emphasises the urgency of updating labour regulations to be more inclusive and adaptive, using the International Labour Organisation (ILO) standards on non-standard employment as a normative reference, in order to realise a fair and sustainable labour system.

Keywords: *Freelance workers, precarious work, legal protection, labour law, non-standard employment.*

Introduction

Technological development is a logical consequence of globalisation, which has significantly changed the way society functions, including in terms of human work patterns. Advances in information and communication technology, supported by digital economic growth and increased labour market flexibility, have driven a transformation in labour relations. The position of technology in recent decades has

experienced rapid development and has brought fundamental changes to various aspects of human life, including the way people work and the structure of the labour market, especially in the era of the Fourth Industrial Revolution. The integration of digital technology in production and service processes has transformed conventional work systems into more technology-based, efficient, and automated systems.

These technological developments have led to significant shifts in the types of jobs available. Many traditional jobs, especially in the manufacturing and service sectors, are beginning to be replaced by automated systems. The use of advanced technologies, such as process automation, robotics, and artificial intelligence (AI), not only increases productivity but also changes the structure of jobs and the competencies required by workers in various industrial sectors. The work pattern, which was previously dominated by the formal sector with a fixed and institution-bound work system, is now shifting towards more flexible and project-based forms of work.(Funch; Chandler, 2019)

In the past, working in the formal sector was seen as a key indicator of economic stability, a secure future, and a clear direction in life. Formal worker status was often associated with job security, a steady income, and social security, so people outside the formal sector tended to be viewed negatively, considered unstable, or lacking in long-term prospects. This view shaped a social construct that placed the formal sector as the ideal and more valuable employment option compared to the informal sector.

However, with the development of the modern era, new work patterns have emerged that are changing this paradigm. Digitalisation allows individuals to offer their skills and services independently without having to be tied to a single institution or conventional working hours. (De Stefano, 2016) This phenomenon has given rise to the freelance work model, which offers flexibility in terms of time, place, and type of work. Freelance work is no longer seen as a temporary alternative, but as a rational and strategic career choice for some people, especially the younger generation who are adaptable to technology. Thus, the shift in work patterns from the formal sector towards freelance work reflects broader socio-

economic dynamics, where technology plays a major role in redefining the meaning of work, stability, and success. This transformation requires adjustments not only from individuals but also from labour policies and social protection systems to accommodate the increasingly flexible and digital reality of the workplace.

(*Badan Pusat Statistik (BPS)*, 2025) recorded an increase in the number of working people in Indonesia in August 2025 compared to the same period the previous year. Of the total 146.54 million working people, the majority were full-time workers, amounting to 98.65 million people (67.32%). This percentage shows an increase compared to February 2025, although it is still slightly lower than in August 2024. In addition, part-time workers, including freelancers who work less than 35 hours per week, reached 36.29 million people or 24.77% of the total workforce. Meanwhile, the underemployed group was recorded at 11.60 million people, namely those who work limited hours and are still looking for additional work. Overall, the increase in the number of workers in various categories reflects the increasingly flexible dynamics of the Indonesian labour market.

This condition confirms the strengthening role of the digital economy and project-based work patterns in labour absorption in various sectors. One of the characteristics that has emerged from this development is the phenomenon of *precarious work*, which is a form of employment characterised by uncertainty in employment relationships, income instability, and minimal access to social security and normative rights, such as holiday allowances. This situation results in workers having relatively weak bargaining power in the labour market structure. (Kalleberg, 2009) The characteristics of *precarious work* align with the concept of freelancing, which refers to individuals who work independently or on specific projects with a high degree of flexibility in terms of time, location, and work mechanisms. In practice, freelance work relationships are not always bound by formal employment relationships as regulated by labour laws, but more often take the form of service relationships or results-based contracts. This pattern of work

relationships places freelancers in a relatively vulnerable position, while also reflecting the new dynamics of a labour market that is increasingly flexible but offers less certainty and long-term job security. (Anisah and Damayanti, 2024)

Freelance work can be categorised as a form of employment that has a relatively high level of risk and vulnerability, mainly because it is not yet supported by adequate legal protection within the labour system. The absence of legal certainty has implications for the weak protection of workers' normative rights, such as income security, social security, and sustainable employment protection. In line with this, *the International Labour Organisation (ILO)* classifies freelance work as part of *non-standard employment*, which is a form of employment relationship that falls outside the standard pattern of work with fixed contracts, regular working hours, and adequate social protection. This category reflects working conditions that tend to be flexible, but at the same time place workers in a position that is more vulnerable to economic uncertainty and social risks. Thus, the existence of freelancers as part of *non-standard employment* emphasises the need for serious attention from the state and policy makers in formulating regulations that can provide more inclusive legal and social protection for freelance workers. (*Non-Standard Employment around The World*, 2016)

In the Indonesian labour law system, the status and position of freelance workers has not yet been explicitly regulated in Law Number 13 of 2003 concerning Manpower and its amendments through Law Number 6 of 2023 concerning the Stipulation of the Job Creation Perppu. The absence of clear regulations has resulted in freelance work being in a *grey area*. Legally, this is particularly evident in determining whether the employment relationship established is an employment relationship as referred to in labour law or merely a service relationship based on civil law. This situation has significant legal implications, particularly regarding the certainty of workers' status, the fulfilment of normative rights, and the legal protection mechanisms that should be inherent to workers. Without clear regulations, freelance workers

are potentially exposed to legal uncertainty and vulnerability in bargaining positions, while employers have broad interpretative leeway in determining the form of the employment relationship. Therefore, the absence of specific regulations regarding freelancers reflects a gap between the development of modern work practices and the labour law framework, which is still oriented towards conventional employment relationships.

This situation is normatively contrary to the principles of social justice and the protection of human rights in the field of labour. The Indonesian Constitution explicitly guarantees the right of every citizen to obtain work and a decent livelihood as stipulated in Article 27 paragraph (2) of the 1945 Constitution of the Republic of Indonesia, as well as the right to work and receive fair and decent compensation and treatment in employment relationships as affirmed in Article 28D paragraph (2) (1945 Constitution). Thus, the lack of optimal legal protection for freelance workers indicates a discrepancy between contemporary labour practices and the constitutional mandate that upholds social justice and the protection of human rights.

Based on this background, it can be understood that the development of technology-based work patterns has given rise to a new form of employment relationship in the form of freelance work, which is not yet fully accommodated within the framework of Indonesian labour law. The unclear legal status and limited protection of the normative rights of freelance workers raise fundamental legal issues, particularly regarding the classification of employment relationships and the guarantee of legal protection. Therefore, it is necessary to formulate problems that systematically examine the legal status and forms of labour protection for freelance workers. This study has two problem formulations: (1) What is the legal status of freelance workers in the Indonesian labour law system? (2) What are the forms and limitations of legal protection for freelance workers in fulfilling normative labour rights?

Methodology

Results & Discussion

A. The Legal Status of Freelance Workers in the Indonesian

Labour Law System

1. The Concept of Employment Relationships in Indonesian Labour Law and Its Relevance to Freelance Work Patterns.

Indonesian labour law bases the existence of an employment relationship on the fulfilment of three cumulative elements, namely work, wages, and orders, as stipulated in Article 1 point 15 of Law Number 13 of 2003 concerning Manpower. These three elements must be present simultaneously to be qualified as an employment relationship that gives rise to labour rights and obligations. The element of work indicates the existence of activities or labour contributed by workers for the benefit of the employer. The element of wages represents the existence of compensation in the form of money as a consequence of the work performed. Meanwhile, the element of command reflects the existence of a subordinate relationship, in which the worker is under the authority, supervision, and instruction of the employer in the performance of the work. (*Undang-Undang Nomor 13 Tahun 2003 tentang Ketenagakerjaan*, no date)

In labour law doctrine, the element of command is seen as the most decisive element in distinguishing an employment relationship from a general civil law relationship. The existence of the element of command places workers in an unequal position with employers due to structural and organisational dependence. Workers are not only required to complete their work, but must also comply with the rules, standards, and policies set by their employers. Conversely, in service relationships or ordinary civil relationships, such as contract agreements or service agreements, the parties are theoretically in a relatively equal and free position to determine the manner and timing of the work.

Service relationships as regulated in the Civil Code (KUHPerduta), particularly Article 1601 of the Civil Code, place

more emphasis on the achievement of work results (result-oriented) than on the process of implementation. The employer in a service relationship does not have the authority to give direct and continuous orders on how the work should be done, but only has the right to assess whether the work results are in accordance with the agreement. Therefore, service relationships do not normatively provide the same employment protection as that provided in employment relationships.

In the context of freelance work patterns, the line between employment and service relationships is becoming increasingly blurred. Conceptually, freelancers are often positioned as independent workers who are not bound by fixed working hours, have the freedom to organise their own working methods, and bear the risks of their own work. However, in practice, many freelancers work according to very detailed instructions, are bound by strict deadlines, are required to follow certain operational standards, and are under the supervision of their employer, either directly or through a digital system. This situation indicates the existence of *an ambiguity of control*, where the employer's control persists despite the relationship being formally constructed as a partnership or service contract. (Asikin, 2018)

This ambiguity raises significant legal issues, particularly regarding the protection of freelancers' rights. When elements of command and economic dependence are factually present, freelancers are essentially in a position similar to that of workers in an employment relationship. However, because the legal relationship used is a service relationship, freelancers often do not receive normative protection such as social security, minimum wage, working hours, or protection against termination of employment. This shows a gap between labour law norms and the reality of contemporary employment relationships. Thus, the concept of employment relationships in Indonesian labour law has

not been fully able to accommodate the dynamics and complexity of freelance work patterns. An overly formalistic emphasis on the form of the agreement, without considering the reality of the employment relationship, has the potential to neglect the principles of justice and protection for workers. Therefore, a more substantive approach is needed in assessing freelance employment relationships, particularly by focusing on the degree of control, economic dependence, and the nature of subordination in practice, so that labour law remains relevant and responsive to developments in the modern world of work.

2. The Position of Freelancers in Labour Law and the Legal Impact of Normative Vacuum

Normatively, Law No. 13 of 2003 concerning Labour, as amended and re-enacted through Law No. 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 concerning Job Creation into Law, does not provide explicit regulations regarding freelance workers. The Indonesian labour law framework is still oriented towards conventional employment relationships, with workers classified as permanent employees (PKWTT), fixed-term contract workers (PKWT), daily casual workers, and outsourced workers. The absence of terminology, definitions, or specific norms that directly regulate freelance workers indicates that the phenomenon of freelance work has not yet been fully recognised as a separate legal subject within the labour law regime. (Khakim, 2019)

The absence of such regulations places freelance workers in a grey area of labour law, where the legal status, rights, and obligations of the parties involved are unclear. In practice, freelance employment relationships are often constructed as partnerships or service relationships based on civil law, even though in fact there are elements that resemble an employment relationship. This situation raises fundamental problems because labour law is

protective in nature and is intended to protect workers as the subordinate party, whereas civil law is based on the assumption of equality between the parties.

The legal impact of this normative vacuum is significant, especially for freelance workers. First, freelance workers generally do not receive the normative protection guaranteed by labour law, such as participation in employment and health insurance, the application of minimum wages, the regulation of working hours and rest periods, and protection against unilateral termination of employment. As a result, the risks of work, both economic and social, are entirely borne by freelance workers without any state protection mechanisms. Second, from the employer's perspective, the absence of these regulations opens up ample room to use the freelance scheme as an instrument of *labour flexibility* to reduce production costs and avoid mandatory labour obligations. (Supianto, 2020)

Furthermore, this regulatory vacuum also weakens the bargaining position of freelance workers in employment relationships. Without a clear legal framework, freelance workers often find themselves in a "take it or leave it" situation, where the terms and conditions of employment are entirely determined by the employer. This reinforces the practice of uncertain, unsustainable, and minimally guaranteed work, known in the literature as *precarious work*. The trend of *precarious work* reflects a paradigm shift in employment relationships from stability and protection towards flexibility and efficiency, but often at the expense of workers' basic rights. (From the perspective of labour law theory, these conditions give rise to *legal uncertainty*, which contradicts the principles of legal certainty and protection for workers as *the structurally weaker party*. Labour law actually functions not only as an instrument for regulating employment relationships, but also as a means of correcting the imbalance of power between workers and

employers. When the law fails to provide clear boundaries for the status of freelance workers, the protective purpose of labour law is reduced.

Therefore, even though Indonesian positive law does not explicitly regulate freelance workers, a substantive approach through an assessment of the facts of the employment relationship is very important. The principle of *substance over form* requires that the determination of the existence of an employment relationship should not be based solely on the label of the contract or the nomenclature of the legal relationship used, but on the reality of the work performed, especially in relation to the elements of command, control and economic dependence. This approach allows judges or law enforcement officials to classify certain freelance relationships as employment relationships subject to labour law, in order to ensure fair and proportional legal protection for workers. Thus, the absence of norms regarding freelance workers in labour laws is not only a technical regulatory issue, but also reflects structural challenges in adapting labour laws to the dynamics of the modern world of work. This situation underscores the urgency of updating labour laws to be more adaptive, either through the establishment of specific norms regarding freelance workers or through the strengthening of legal interpretations oriented towards substantive protection for workers.

3. Freelancers and Qualifications for Fixed-Term Employment Contracts (PKWT)

Fixed-term employment contracts (PKWT) in Indonesian labour law are basically divided into two main forms, namely PKWT based on duration and PKWT based on the completion of a job, as regulated in Article 56 of Law Number 13 of 2003 concerning Manpower as amended by Law No. 6 of 2023 and its implementing regulations. PKWT based on duration is intended for

work whose duration can be estimated in a specific unit of time, while PKWT based on the completion of a task is intended for work that is temporary, seasonal, or can be completed after a specific target or output is achieved. (The construction of PKWT shows that the legislators initially limited the use of PKWT only to jobs that are objectively not permanent and continuous in nature.

In the context of freelance work, theoretically there is the potential to classify certain employment relationships as fixed-term contracts based on the completion of a job. This is especially true when freelance work takes the form of a project with a clear scope of work, measurable targets, and a predictable completion time frame. Under such conditions, the nature of freelance work appears to be in line with the rationale of PKWT, which is to provide flexibility for employers without eliminating the status of a permanent employment relationship and normative protection for workers. However, in employment practice, freelance employment relationships often deviate from the temporary nature of PKWT as intended by the law. Many freelance workers work continuously for one employer, receive repeated contract extensions, and even depend on that employment relationship as their primary source of income. This pattern of work indicates the existence of a de facto permanent employment relationship, even though it is formally packaged in the form of a project contract or service contract. This condition contradicts the basic principle of PKWT, which is temporary in nature, and has the potential to lead to the misuse of employment agreements to avoid hiring workers as permanent employees (PKWTT). (Khakim, 2019)

When compared to Daily Casual Workers (PHL), there are a number of similarities in characteristics, particularly in terms of work flexibility and the absence of job security. PHL also work based on the needs of the employer and do not always have long-term job security. However, the fundamental difference lies in normative

recognition. PHL are explicitly recognised within the framework of labour law and are classified as part of an employment relationship, thereby retaining minimum protections such as wages in accordance with regulations, social security, and occupational safety and health protections. (Husni, 2020) Conversely, freelance workers are generally constructed as business partners or independent service providers who are outside the employment relationship regime. As a result, even though freelance workers may in fact experience a similar level of work control, economic dependence, and subordination as PHL, they do not receive equivalent employment protection. This places freelance workers in a more vulnerable position than PHL, both in terms of legal certainty and welfare guarantees.

This comparison shows that the main issue in freelance work is not merely its flexible nature, but rather the absence of adequate legal recognition of the reality of the employment relationship. When freelance work is carried out on a continuous basis, is under the control of the employer, and becomes the worker's main source of livelihood, the nature of the relationship is substantively closer to an employment relationship within the framework of a fixed-term employment contract (PKWT), and even has the potential to transform into an indefinite employment relationship. However, due to the absence of explicit regulations and the tendency to use service contract constructions, freelance workers remain in precarious working conditions. Thus, the position of freelance workers in relation to PKWT reinforces the argument that freelancing is part of the phenomenon of *precarious work* in Indonesia's labour law system. This phenomenon reflects the incompatibility between labour law norms and modern employment practices, while also emphasising the urgency of a more progressive legal interpretation oriented towards substantive protection for workers, regardless of the formal label used to

describe the employment relationship.

B. Legal Protection for Freelance Workers in the Fulfilment of Normative Rights

1. The Concept of Legal Protection and Normative Rights of Freelance Workers

Legal protection in labour law aims to guarantee the fulfilment of the basic rights of workers as legal subjects who are in a structurally weaker position than employers. This protection is realised through legal norms that regulate minimum standards for workers' rights, including the right to wages, social security, and occupational welfare. In this context, normative rights are understood as rights that are explicitly guaranteed by regulations and must be fulfilled by employers. (Asikin, 2018)

The right to wages is a fundamental right of workers as stipulated in Article 88 of Law Number 13 of 2003 concerning Manpower. However, in freelance employment relationships, the fulfilment of the right to wages often does not follow labour standards, such as the minimum wage or certainty of payment time. This is due to the legal construction of freelance work, which is positioned as a service relationship, not an employment relationship, so that the provisions on wages in labour law do not automatically apply. (Regarding employment social security, Law No. 24 of 2011 concerning BPJS opens up the possibility of membership for non-wage earners (BPU), including self-employed workers. Although normatively freelance workers can be registered as BPU members, in practice the responsibility for membership is entirely borne by the workers. As a result, the participation rate of freelance workers in social security is relatively low, so that the social protection that should be a basic right of workers is not effectively fulfilled. (*Undang-Undang Nomor 24 Tahun 2011 tentang Badan*

Penyelenggara Jaminan Sosial, no date)

The non-fulfilment of the right to Holiday Allowance (THR) for freelance workers is also a consequence of their legal status. THR is explicitly only mandatory for workers/labourers who have an employment relationship with an employer, as stipulated in Minister of Manpower Regulation No. 6 of 2016. Because freelance workers are not recognised as workers in a formal employment relationship, the obligation to provide THR does not apply to employers. (From a broader perspective, this condition contradicts the principles of social justice and human rights (HAM) in the field of labour. The Indonesian Constitution guarantees the right of every person to obtain work and a decent livelihood (Article 27 paragraph (2) of the 1945 Constitution). Furthermore, the principle of decent work developed by the International Labour Organisation (ILO) emphasises the importance of social protection and justice in employment relationships, including for non-standard workers. (International Labour Organization, 2015) Thus, the neglect of the normative rights of freelance workers indicates a tension between positive law and social justice values.

2. Legal Protection for Freelancers in Practice

In practice, legal protection for freelance workers in Indonesia is still very limited. The absence of specific regulations regarding freelancers in labour law means that freelance workers are outside the scope of labour supervision. This results in a lack of complaint and dispute resolution mechanisms that freelance workers can access when their rights are violated. (Supianto, 2020)

This reality is exacerbated by the relatively weak bargaining position of freelance workers. Economic dependence on employers, high competition in the labour market, and the precarious nature of the work mean that freelance workers tend to accept unfair working conditions. In many cases, freelance contracts are drawn up

unilaterally by employers in the form of standard agreements, leaving little room for negotiation. This situation reflects the main characteristics of precarious work, namely work that does not provide income security, social protection, and job security. Freelance workers de facto perform work similar to formal workers, but de jure do not receive equal legal protection. (Standing, 2011) Therefore, legal protection for freelance workers in practice remains fragmented and depends on the goodwill of employers, rather than on normative guarantees from the state.

C. Synthesis and Implications

The unclear legal status of freelance workers in Indonesia's labour law system has significant social and legal implications. Socially, freelance workers face income uncertainty, minimal social protection, and no guarantee of job continuity. These conditions reinforce the precarious and unstable nature of work, which has the potential to increase social inequality and the economic vulnerability of the productive age group. (Standing, 2011) From a legal perspective, the absence of explicit regulations regarding freelance workers creates a normative vacuum that weakens legal certainty and the protection of normative rights. The state has not fully acted as a protector of the interests of non-standard workers, while employment practices continue to evolve in line with the need for labour market flexibility. This situation risks legitimising the practice of employers avoiding their employment obligations through the use of freelance contract schemes. (Supianto, 2020)

These conditions demonstrate the urgency of updating labour regulations to be more adaptive to changes in the structure of work. Regulatory updates are not only necessary to provide clear legal definitions and qualifications for freelance workers, but also to ensure the expansion of legal protection without eliminating the flexibility that is a key characteristic of non-standard work. This approach is in line with

the principle of social justice as mandated by the 1945 Constitution and the objective of worker protection in labour law. (Asshidiqie, 2019) In a global context, international labour standards developed by the International Labour Organisation (ILO) regarding non-standard employment are relevant as a normative reference. The ILO emphasises that non-standard workers, including freelancers, must still receive basic protection related to decent wages, social security, and fair working conditions (*Non-Standard Employment around The World*, 2016) The relevance of these ILO standards is important to ensure that the modernisation of Indonesian labour law is not only oriented towards economic efficiency but also upholds the principles of worker protection and dignity.

Thus, the synthesis between the reality of freelance work, the absence of national legal norms, and ILO international standards shows that Indonesia's current labour law system is not yet fully responsive to the transformation of modern work patterns. The development of freelance work as part of non-standard employment reflects changes in the labour market structure that are increasingly flexible, project-based, and driven by the digital economy. However, this flexibility is not balanced with adequate legal protection, leaving freelance workers in a vulnerable position both socially and legally. The absence of national legal norms has created space for employment practices that substantially resemble employment relationships but are formally constructed as service relationships, resulting in the marginalisation of workers' normative rights.

In this context, reformulating more inclusive labour policies is an urgent necessity. Reform is not merely understood as the creation of new legal categories, but also as an effort to expand the scope of legal protection based on the actual nature of the employment relationship (substantive employment relationship). This approach is important to ensure that freelance workers who are economically dependent and under the control of employers still receive basic protection, without

eliminating the flexibility that is a key feature of non-standard work. Thus, labour law should not only function as an instrument for regulating the labour market, but also as a means of correcting inequalities in working relationships.

Furthermore, the relevance of ILO international standards on non-standard employment provides a normative framework that can be used as a reference in updating national regulations. The ILO emphasises that unconventional forms of employment should not be used as a reason to reduce the level of worker protection. This principle emphasises that social protection, decent income security, and dignity at work are universal rights inherent to every worker, regardless of their contractual status. Therefore, harmonising national labour laws with ILO standards is a strategic step to prevent the expansion of precarious work practices that have the potential to undermine social justice and the sustainability of the labour system. Reforms oriented towards inclusiveness and protection are ultimately expected to create an adaptive, fair, and sustainable labour system amid the dynamics of the changing world of work.

Conclusion

Based on the discussion of legal status, normative rights protection, and the social and legal implications of freelance workers in the Indonesian labour law system, it can be concluded that freelance workers are part of the phenomenon of *precarious work* that has not yet received adequate legal recognition and protection. Normatively, Indonesian labour law still bases worker protection on the concept of conventional employment relationships that require the elements of work, wages, and orders. This framework has not been able to fully accommodate the flexible, project-based nature of freelance work, which in practice often shows economic dependence and work control by employers.

The absence of explicit regulations regarding freelance workers in the Manpower Act has placed freelance workers in a legal grey area, leaving them outside the scope of normative protections such as guaranteed decent wages,

employment social security, and the right to welfare benefits. This condition not only creates legal uncertainty but also opens the door to practices that circumvent labour obligations through the use of non-standard employment schemes. In practice, the weak bargaining position of freelance workers further exacerbates this vulnerability, as employment contracts tend to be drafted unilaterally with minimal room for negotiation.

Freelance workers do not yet reflect the principles of social justice and protection of human rights in the field of employment. In fact, constitutionally, the state is obliged to guarantee the right of every citizen to obtain work and a decent livelihood. The state's failure to provide adequate protection for freelance workers demonstrates a gap between positive law and the fundamental values that should underpin labour administration. The synthesis of the reality of freelance work, the absence of national legal norms, and ILO international labour standards underscores the urgency of updating labour regulations to be more inclusive and adaptive. This reform is necessary to ensure that work flexibility does not lead to the neglect of worker protection, as well as to prevent the expansion of precarious work practices that have the potential to undermine social justice and the sustainability of the labour system. Thus, labour law reforms oriented towards the protection of non-standard workers, including freelance workers, are a strategic step in building a fair, humane, and sustainable labour system in Indonesia.

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