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Legal Protection for Indonesian Freelance Workers in Law Number 11 of 2020 Concerning Work Creation: Analysis of Changes in Legal Protection for Freelance Workers in Indonesia after the Omnibus Law

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ABSTRACT

This research aims to review the legal protection for freelancers in Indonesia, stipulated in Law Number 11 of 2020 concerning Job Creation. In-Law no. 13 of 2003 concerning Freelance Employment in Indonesia is claimed not to have a clear legal umbrella. The problems examined in this research include the form of freelance legal relations in Indonesia? And the legal protection for freelancers in Indonesia in Law Number 11 of 2020 concerning Job Creation? This research uses normative methods with a statute, case, and historical approach. The results showed that freelance legal relationships in Indonesia were divided into two categories: freelancers who entered into work agreements through platforms that acted as intermediaries and freelancers who entered into work agreements directly without intermediaries. Previously, there were only additional regulations in the form of Kepmenakertrans No. 100 of 2004 concerning the Provisions for the Implementation of a Work Agreement for a Specific Time, and no specific regulation has been found in Law no. 13 of 2013 concerning Manpower. After the enactment of Law Number 11 of 2020 concerning Job Creation and also Government Regulation No. 35 of 2021 concerning Specific Time Work Agreements, Transfer, Working Time and Rest Time, and Termination of Employment, the legal status of freelance workers in Indonesia has a clear legal umbrella, which is classified as a specific time work agreement (PKWT). This finding also answers the concerns of previous researchers who stated that there is no legal protection for freelancers in Indonesia.

1. Introduction

Pancasila and the 1945 Constitution (UUD 1945) mandate that development in the workforce sector is an integral part of national development. The two principles of the state expressly instruct the state to build an entire Indonesian nation, increase the dignity of workers, and ensure prosperity and justice both materially and spiritually (Presiden Republik Indonesia, 2003). More specifically, referring to Article 27 paragraph (2) of the 1945 Constitution, legal protection for workers, regardless of their type and profession, is the fulfilment of the fundamental rights of every citizen; this is clearly stated and reads, "Every citizen has the right to work and earn a decent living. ".

The above regulation shows that the state is obliged to fulfil the fundamental rights of every worker, starting from the availability of jobs, a fair employment system, reasonable wages, and fair treatment in industrial relations. Thus, there are two forms of protection for workers: the protection of fundamental social rights, which aim to humanize workers and avoid exploitation and the protection of economic rights related to a decent income according to the prevailing standard of living (Uwiyono, 2011).

From the aspect of industrial relations, the root of the problem is caused by two different perspectives, namely the interests of workers and the interests of employers (employers); this is what causes the practice of unfair treatment of workers (das sein) with the ideals of labour law (das solen) (Suyanto & Andriyanto, 2016).

The most apparent industrial relations potential for injustice is in the outsourcing system (Suyanto & Andriyanto, 2016). Several reasons strengthen this argument: the unstable nature of the outsourcing work agreement, no career path, no health insurance, and the like (Suyanto & Andriyanto, 2016). In line with that, Dinar Wahyuni (2012) highlighted three aspects of the weakness of outsourcing, namely the unclear industrial relations, because the company and the service provider agreed. Second, in terms of conflict, outsourcing workers do not have authority in the dispute resolution process, and third, the role of unions is minimal in this system.

The research findings above and the facts about the industrial relations gap of freelancers show that the legal protection in Law no. 13 of 2003 in Indonesia for freelance workers is still not optimal, especially after Law Number 11 of 2020 concerning Job Creation was ratified, the central issue is about outsourcing. Again, there is a gap between das sein in legislation and das solen in practice.

Weaknesses in Law no. 13 of 2003 was later, by several media and observers, was legalized in Law Number 11 of 2020 concerning Job Creation; several articles were changed and deleted in the Job Creation Law, namely articles 64 and 65 of the Manpower Law, which contained work agreement arrangements being deleted. Furthermore, article 66 was changed from originally a restricted type of work; now, it becomes unlimited, whatever is allowed. Some even claim that this regulation hurts workers because it is permissible for a lifetime outsourcing work contract to make companies prefer non-permanent employees over permanent employees (Ferry, 2020).

The claims of several parties above are relevant to the facts that occurred. Today, especially during the industrial revolution 4.0, the outsourcing work system is not decreasing; one factor is that the company prefers to use outsourcing workers rather than recruiting permanent employees. The reason is that outsourcing becomes more attractive, especially in free trade, because of the more significant cost advantages and lower transportation costs. As Bartkus and Virginius (2007) call it, this era is an era of outsourcing.

One form of work that falls into the category of this outsourcing system is freelance work. As an outsourced job, the issue of legal protection for freelance workers is also not much different from outsourcing. Freelancers do not receive the same workplace benefits as full-time employees, including health insurance coverage, retirement plans, and retirement benefits. There is no minimum wage requirement for contract workers in the freelance work mechanism, and there is no overtime rule.

Although freelancers do not have the same rights as full-time employees, freelancers still have fundamental rights, including the right to control freelance work schedules, copyright, and other rights set out in the contract. In essence, freelancers are workers who must be protected based on the mandate of Pancasila and the 1945 Constitution.

One of the exciting things about freelance workers in the industrial era 4.0. This case is the use of the internet as a tool to connect job seekers with workers. It is not uncommon for Facebook group admins to openly name their group with the name "Freelancer" or with the name of a service seeking group of whatever form. This kind of worker is often termed Freelance Online.

There are unique platforms that declare themselves as freelancer sites; the most famous ones in Indonesia are Fastwork, Freelancer, Viver, Upwork and the like. Interestingly, clients or job seekers come not only from Indonesia, but most of them come from across countries. At this point, it becomes fascinating if a normative study is carried out on legal protection for freelance workers in Indonesia. At least, an urgent matter underlies the study of legal protection for workers, namely changes to the outsourcing regulation in Law Number 11 of 2020 concerning Job Creation.

The study on the legal status and protection of freelance workers (freelance) in Indonesia is not new. Febrianto (2020), in this case, once commented on the status and legal protection of freelance workers in a review of Law No. 13 of 2003. First, forms of legal protection for sensitive freelancers. The responsibilities given by the employer must be following applicable law. Second, freelancers should know more about the legal protections they have before working because employers need freelancers. The same is the case with Sugiarti et al. (2020), who examined the problem of the Madura salt pond workers. Research shows that daily workers in Madura salt ponds work more than 21 days a month for more than three consecutive months with wages below the minimum. Day workers at the Madura salt ponds advocated the right to demand changes in status and workers' rights below the minimum wage. Then, Irham Rahma et al. (2019b, 2019a) also stated that freelance workers are again claimed not to get legal

protection as mandated by Law No. 13 of 2003 because the agreement is not an employment agreement but a partnership agreement.

The need for international regulations that seek to unify the realities of free trade with labour protection is not new. Since the nineteenth century, there have been attempts to make international regulations in the field of employment. The existence of Law no. 13 of 2003 is also nothing but a continuation of Indonesia's response in responding to global conditions.

In connection with various weaknesses regarding the regulation of legal protection, Law no. 13 of 2013 above, it appears that carrying out legal reforms, especially in the field of labour protection, is urgent do as a manifestation is the outsourcing regulation in Law Number 11 of 2020 concerning Job Creation. However, in exploring whether or not the provisions in the latest regulations are relevant, it is necessary to ask at least a fundamental question: Why do we need a labour law? This question is essential for several different reasons. One is to defend this law, which many consider an unwarranted intervention in the 'free market. Another is the need to update and improve the law in light of changing labour structures and labour market realities. Some laws become obsolete; others no longer include many workers. This problem requires us to consider changes in the law, and before making any changes, it is essential to remind ourselves (or rethink) what the purpose of the law should be. The third reason for the investigation was the need to interpret existing labour laws. Questions of interpretation always arise in the application of laws and regulations, especially in labour laws, given the frequent changes in labour practices that are unexpected by the legislature and are often designed explicitly to circumvent the law.

This research focuses on employment because it is directed at social integration, getting out of poverty, fulfilling rights, and other elements of life. The assumption is that freelancers in Indonesia should be free to choose profitable work, either within the confines of the labour market or through self-employment or other informal initiatives, providing benefits that are both a means and an end to the instrument itself. Ideally, Indonesian freelancers should be protected by the state in any form, be it policies, laws and regulations or international agreements.

2. Material and Methods

This research used a normative method with a statute approach, a case approach, and a historical approach to answering the problem. The legal approach, the case approach and the historical approach focus on changes to the legal protection regulations for contract workers (PKWT) that are specifically related to the case of online freelance workers in Law Number 11 of 2020 concerning Job Creation. Normative legal research is prescriptive research that describes the law through the views contained in its norms. In Indonesia, normative legal research tends to be oriented towards practical aspects, namely the resolution of some legal issues carried out by legal practitioners, both in disputes and in other cases, to explore where and how legal disputes are regulated in the law carried out by researchers, by examining legal facts, legal cases, and legal regulations that are relevant or irrelevant to the questions to be resolved.

3. Results and Discussion

3.1 The Position of Freelance Law in Indonesia a Historical Study

A freelancer is someone who does a specific job for a different organization. Freelance usually works independently for various organizations, this type of worker prefers not to be tied to a particular organization. A freelancer works for himself and works on projects with different companies rather than a company employee (Cambridge, 2021).

In terms of the subject, freelance is divided into full freelance and freelance as part-time work. Total freelancers are those who are officially registered as freelancers and pay taxes for the work they do. Another characteristic of these freelancers is that they legally declare themselves as freelancers in their data. Legally, this means their main job is this job, and they have a tax ID and name this field as their job (Hasan Wahid, 2020). Meanwhile, part-time freelancers also provide job services, registered as permanent workers in other companies. Usually, these workers already have permanent jobs and specific skills to get additional income from freelancers, thus earning more income (Hasan Wahid, 2020).

There are two categories of freelance agreements in terms of agreements made: freelancers who go through intermediaries and freelancers who make direct agreements with clients. Concerning freelance intermediaries, emerging platforms have brought together freelance workers and users in Indonesia, including Project.id, Sribulancer, Fastwork. The worker and the employer reach an agreement through an intermediary site (Hasan Wahid, 2020). In this case, the site provider acts as a mediator between the two. Usually, the nature of the agreement is semi-standard, both parties determine the form and duration of the work, and the service provider's intervention determines the salary.

Meanwhile, freelancers without intermediaries are freelancers and job seekers, each of whom agrees directly through social media or specific communication media. Communication media can take various forms, such as Facebook Messenger, WhatApps. The types of jobs provided are very diverse, including website content contributor, logo design, job application development, data entry, and other jobs that this article cannot mention (Hasan Wahid, 2020).

In connection with the protection of freelance workers, investigations into the purpose of labour law can be carried out at different levels of abstraction. At the most general level (let us call it level 1 for ease of reference), we can list the broad values that labour laws are designed to uphold, such as human dignity, individual autonomy, equality, democracy. At this level, recent debate has centred on whether labour laws can promote efficiency (though traditionally seen as a barrier to efficiency) (Collins, 2000) and whether redistribution – traditionally considered one of the main objectives of labour law – is still a viable goal (Davidov & Langille, 2006). Legal and enforceable. Somewhat more specifically (level 2), one can explain the need to intensely regulate the labour market by referring to some broad characteristic of the market, whether it is inequality of bargaining power (Kahn-Freund et al., 1983) or the prevalence of market failure, or the presence of barriers to the realization of human capital (Davidov & Langille, 2006). At this level, the purpose of labour law is generally articulated as addressing the problem at hand. More specifically, the need for labour laws can be explained by pointing out the unique characteristics of the employment relationship that place employees in a vulnerable position (level 3). In this respect, the employment relationship is characterized by democratic weakness (subordination, in the broad sense) and dependence on a particular employer (inability to spread risk - both economically and to meet social and psychological needs) (Davidov, 2003). At this level, labour law ideas can be articulated to minimize these vulnerabilities and prevent unwanted outcomes.

However, investigations can focus on concrete outcomes that society finds unacceptable (level 4). At this level, attention is shifted from large projects to specific legislation. So, for example, trying to explain why the legislature prohibits compensation that is too low - why society considers wages below a certain minimum unacceptable. The answer usually hinges on shared values or characteristics of the working relationship - thus taking us back to a higher level of abstraction. For example, minimum wage laws are justified (and can be explained) as a means of redistribution and because they are necessary to protect human or employee dignity (Davidov, 2009); collective bargaining laws promote workplace de-democracy, redistribution and efficiency (Davidov, 2009); and 'just cause' Termination laws are necessary to prevent unnecessary injury to the social/psychological well-being of workers dependent on certain relationships for that purpose, and to ensure a fair price in terms of security in exchange for submitting workers to a relationship that is democracy in a deficient regime (Davidov, 2009). This is just an example, and obviously, others may have different views on the purpose of this particular law. The purpose of the explanation here is simply that each law has its purpose, which is following the general values that labour law seeks to protect and promote or with the vulnerabilities that characterize employment relationships in general.

In this regard, referring back to Pancasila and the provisions of the 1945 Constitution (UUD 1945), "Every citizen has the right to work and earn a decent living". Therefore, to measure whether workers' rights are fulfilled or not, the indicators used are There are two forms of legal protection for workers, namely the protection of fundamental social rights which aim to humanize workers and avoid exploitation, as well as the protection of economic rights related to decent income according to the prevailing standard of living. Thus, to review whether freelance workers in Law No. 11 of 2020 on the protection of job creation or it cannot be measured by reviewing the extent to which the regulation guarantees fundamental social and economic rights.

In this regard, when referring to Law (Law) No. 13 of 2003 on employment as stated in hukumline.com, no provision regulates explicitly legal protection for freelance workers (freelance) in the law (Redaktur, 2019). Meanwhile, when referring to one of the Industrial Relations Courts at the Central Jakarta District Court, it has given Decision Number 55/PHI.G/2012/PN jkt. Pst, on September 4, 2012, regarding the case between an employee of Photographer Indonesia and the media company Routers, it appears that this freelance employee can change status to become a permanent employee if there are supporting facts that support it. One of them is the monthly salary list and several other indicators. However, this decision still cannot be used as a basis for freelancers who, according to the above definition, are freelancers who frequently change companies.

More specifically, according to Hisyam Pamady & Risfa Izzati (2019), in his findings, he stated that in the context of freelancers who use the online freelance marketplace, there are two types of relationships: the relationship between freelancers and online marketplaces and freelancers' relationships with freelancers' clients. The relationship that is formed between freelancers and the online freelance marketplace is a service usage agreement. Meanwhile, the relationship formed between freelancers and clients is based on a service agreement (lease). Furthermore, Hisyam Pamady & Risfa Izzati (2019) also stated that there need to be regulatory adjustments in the labour law, namely Law (UU) No. 13 of 2003. In line with that, Sundalangi (2018), in his research, concluded that the relationship formed between freelancers and entrepreneurs is not an employment relationship. Instead, an agreement based on expertise with the fulfilment of each other's achievements. However, in this case, Sundalangi (2018) distinguishes between freelancers whose work is temporary and has free will in carrying out their work, such as translators and

freelancers whose types and nature of work are strictly based on instructions from entrepreneurs such as freelance marketing. In this regard, freelance marketing can be equated with photographer journalists in decision Number 55/PHI.G/2012/PN jkt.Pst, dated September 4, 2012.

The freelance category in Indonesia is also divided into two types, namely pure freelance and freelance, similar to contract workers. Thus, it is clear that according to Indonesian law, the legal status of freelancers is not explicitly regulated. In addition, based on legal protection, it can be seen that Law (UU) no. 13 of 2003 does not guarantee legal protection in its articles. However, in terms of its nature as workers, there are at least some legal protection guarantees protected by laws and regulations, namely the minimum wage, BPJS Employment, Occupational Safety and Health (Sundalangi, 2018).

3.2 Legal Protection for Freelance Workers in Indonesia after the Omnibus Law: A Statute and Case Approach

3.2.1 Legal Protection of Freelance Workers Who Make Agreements Through Intermediary Sites in Law Number 11 of 2020 concerning Job Creation

It is just that when we look at the fact that there are freelancers who build working relationships through online sites such as Sribulancer and Fastwork. The user is not included in the working relationship as PKWT referred to in the President of the Republic of Indonesia, Government Regulation no. 35 of 2021 concerning Certain Time Work Agreements, Outsourcing, Working Time and Rest Time. Freelance of this type has two legal relationships, namely with the site provider and with clients, which according to Hisyam Pamady & Risfa Izzati (2019), are both based on engagements and not industrial relations.

The findings above show that the relationship formed for freelancers in this category is a partnership relationship. The main characteristic of this freelance is that the worker and the employer reach an agreement through an intermediary site. This intermediary site acts as a forum for job seekers and job seekers and acts as a mediator protecting the rights and obligations of the parties.

For example, on the Fastwork site, it is explained that what is meant by the order is a contract between an employer and a freelancer once the employer decides to make payment to hire a freelancer from the job details page (Fastwork, n.d.). In more detail, the following are the details of the order conditions on the Fastwork Indonesia website:

a. After confirming the payment to the system, the system will use the order number to make the order for the user.
b. Freelancers must submit work or services by clicking on the Submit Final Work button (on the job page), appropriate for the employer paying for the work under contract on the job information page.
c. Click to submit non-conforming final work, such as submitting unfinished work or submitting work that does not follow an agreement/contract, which may result in the freelancer being sued or getting a lower grade or being suspended by Fastwork.
d. After the status is pending approval and approved by the employer, the order/order status is completed. If the employer does not respond to or evaluate the submitted work within 72 hours, the order status will immediately change to "Completed".
e. Fastwork appreciates when employers and freelancers can resolve disputes early on. Users should contact Fastwork workers if disputes are not resolved or give rise to disputes.
f. Orders that are inactive for 120 days or more are considered invalid. Fastwork.com reserves the right to have all payments into the scheme without prior notice.
g. The Fastwork system will notify Freelancers via email and via the Fastwork website screen when a freelancer accesses the website if the employer has made a payment to place an order.
h. If a freelancer fails to submit work by the agreed deadline, the employer will sue the freelancer, impacting the rating and review scores given to the freelancer.
i. To change the order status to Submitted, a freelancer must apply for a completed job or service as described in the job description by clicking Submit job.
j. If a request to change the order status to a state other than the one provided by the system is made, the user can contact the Fastwork worker.

Throughout the author's search, all online freelance brokerage platforms in Indonesia use the exact mechanism as Fatswork. Therefore, the provisions regarding the employment agreement of each site are not fully included in this article. Based on the details above, it can be understood that Fastwork, in this case, is only an intermediary, while the work agreement is between the user and the employer. The term used on this site is an order which implies that the agreement made is not a work agreement or

industrial relations, but an agreement for the use of professional services or in legal terms commonly referred to as a service agreement or in terms of the Civil Code referred to as a specific service agreement (Fastwork, n.d.).

Certain service agreements are types of performing work specified in Chapter VIIA of the Civil Code (KUHPer), starting with Article 1601 and ending with Article 1617. One type of arrangement is a contract to perform certain services. In Article 1601 of the Civil Code (KUHP), it is stated in the General Provisions, namely "other than agreements to temporarily perform services, which are regulated by special provisions for that and by the agreed terms, and if there is no, by custom, there are two kinds of agreements by which one party commits himself to do work for the other party by receiving wages; labour agreement; and contracting of work".

According to Subekti (1977), a specific service agreement is when one party allows the counterparty to do a job to achieve a goal for which he is willing to pay wages, but the counterparty has complete control over how it is done goal is achieved. One party is generally an expert in carrying out the work, and the wages are referred to as honorariums. Examples of this type of agreement include the relationship between a doctor and a patient who has asked for a doctor's help in curing an illness. Then there is the relationship between a lawyer and a client who wants a lawyer to handle a case, and then there is a relationship between a notary and someone who needs a certificate, and so on.

As a form of agreement, of course, all aspects, including legal protection related to freelancers who use these intermediaries, follow the general provisions of the agreement in the laws and regulations. More specifically, in Kepmenakertrans No. 100 of 2004, additional provisions govern contract workers. This Kepmenakertrans regulates various non-permanent contracts, including freelance work. In more detail, freelance in Kepmenakertrans No. 100 of 2004 has the following characteristics:

a. Freelance workers who perform specific jobs that vary in time and volume of work and wages based on attendance.
b. Past daily workers perform less than twenty-one (21) days in a month.
c. If the employee works for twenty-one (21) days or more for three consecutive months or more, then the daily employment agreement is released as an employee of PKWTT.

According to Kepmenakertrans No. 100 of 2004, companies (employers) that employ casual daily workers are required to make a written work agreement so that the rights and obligations of daily workers are clear, where the written agreement contains:

a. Name/address of the employer (company) that employs the freelance daily worker.
b. Name/Address of the daily worker.
c. The type of work performed by the daily worker.
d. The number of salary and benefits provided by the employer to the daily worker.

After the agreement is made, the agreement is submitted to the relevant agency responsible for local human resources no later than 7 (seven) days after employing the daily worker.

Referring to Kepmenakertrans No. 100 of 2004 by observing the provisions in Government Regulation no. 35 of 2021 concerning Specific Time Work Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment, there is one arrangement relating to daily work agreements. Government Regulation No. 35 of 2021 states that PKWT is carried out in daily work agreements. This daily Work Agreement can be executed if the Worker/Labourer works less than 21 (twenty-one) days in 1 (one) month. This daily work agreement changes to PKWTT if the Worker/Labourer works 21 (twenty-one) days or more for 3 (three) consecutive months or more. Furthermore, as referred to in paragraph (1), the entrepreneur is obliged to fulfil the rights of the Worker/Labourer, including the right to the social security program.

So far, it can be seen that the freelance working relationship using this intermediary medium was initially a form of a specific service agreement. However, as a result of the existence of Law Number 11 of 2020 concerning Job Creation which is further regulated by Government Regulation No. 35 of 2021 concerning Certain Time Work Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment which accommodates the form of daily work agreements as PKWT explicitly, it can be concluded that freelance workers on provider sites get legal protection as contract workers in public companies are obliged to protect the rights of freelance workers, including the right to social security.

3.3 Legal Protection for Freelance Workers Who Make Agreements Directly with Employers in Law Number 11 of 2020 concerning Job Creation

The main characteristic of this type of freelance is that they offer specific services or expertise to employers directly, either through offer proposals, portfolios or other media. Workers and employers are directly involved in negotiations and sign employment agreements at their discretion. Examples of freelancers in this category are photographers, journalists, online media contributors, online marketing and the like.

The question is, is there a regulation that protects workers like this in Law Number 11 of 2020 concerning Job Creation? To assess whether there is legal protection for freelance workers in Law Number 11 of 2020 concerning Job Creation, the first thing that must be reviewed is related to the work agreement system. Concerning the work agreement, the Omnibus Law still applies two forms of work agreement systems, namely a Specific Time Work Agreement (PKWT) and an Indefinite Work Agreement (PKWTT). However, there are several additional arrangements related to PKWT in this Omnibus Law, namely the abolition of restrictions on expanded contract work agreements to be applied to any work and a time limit of more than three years. In connection with this type and time limit when referring to Government Regulation no. 35 of 2021 concerning Work Agreements for Certain Time, Outsourcing, Working Time and Rest Time, and Termination of Employment Relationships is explained in Article 5 that PKWT is divided into several categories, namely based on the period, based on the completion of a job, other work according to the type, nature and its use can be done with a specific time (Presiden Republik Indonesia, 2003).

The abolition of article 59 is accompanied by the existence of PKWT categorization Government Regulation no. 35 of 2021 concerning Work Agreements for Certain Time, Outsourcing, Working Time and Rest Time, and Termination of Employment in the author's opinion, in the case of freelancers who are similar to contract workers, they get legal certainty. This regulation is as regulated in article 5 paragraph 2 of Government Regulation no. 35 of 2021 concerning Work Agreements for Certain Time, Outsourcing, Working Time and Rest Time, and Termination of Employment; it is explained that PKWT is based on the completion of a particular job as referred to in Article 4 paragraph (1) letter b is made for specific work, namely, work that is once completed or temporary work.

Based on the term of the PKWT in the Omnibus Law, it is divided into work that does not take long to complete, seasonal work, work related to new products, new activities, or additional products that are still in the experimental or exploratory stage. Furthermore, based on completing a PKWT job, it is divided into one-time work and temporary work.

The work based on the period is completed in a not too long time is limited to a maximum contract period of 5 (five) years. Seasonal work is based on season and weather. Meanwhile, work whose implementation depends on certain conditions is additional work carried out to fulfil specific orders or targets.

Thus, freelance workers whose nature of work is similar to contract workers can be categorized as workers who do work once completed (by project) or temporary work. One example of this type of freelance category is photographers, journalists and the like. In this regard, based on a study conducted by Irham Rahman et al. (2019b, 2019a), the legal relationship between freelance journalists and the media is not a partnership relationship. The legal relationship formed is an industrial relationship that contains elements similar to PKWT, namely working hours, the same workload as permanent journalists and targets from media companies. Therefore, freelancers in this category are entitled to legal protection according to the law's mandate.

However, the Omnibus Law relates to the abolition of article 59 in Law (UU) No. 13 of 2003 concerning Manpower; there are several concerns from several parties, one of which is in a study conducted by Alnick Nathan (2020), which states that the abolition of the article is predicted to reduce permanent work agreements, expand contract work opportunities, making PKWT possible for more than 3 (three) year. The concern is that employers will use the flexibility of the PKWT in the Omnibus Law to reduce the number of permanent workers and recruit as many contract workers as possible. Employers tend to reduce production costs by recruiting contract workers.

The form of concern above is also reinforced by the findings of Estu Dyah Arifianti and Nabila (2020), which according to him, two points are pretty crucial in the abolition of article 59, namely legal smuggling by employers by recruiting contract workers and the absence of a legal basis for judges when there is a violation of rights for workers contract. Furthermore, although there is an additional rule in article 61A that requires compensation for contract workers, it is not clear where the source of compensation is obtained (Dyah Arifianti & Nabila, 2020).

The concerns of legal observers above have been answered by the existence of Government Regulation no. 35 of 2021 concerning Work Agreements for Certain Time, Outsourcing, Working Time and Rest Time, and Termination of Employment has been

answered, especially in the provisions of article 8 paragraph 1, which states that PKWT based on the period as referred to in Article 5 paragraph (1) can be made for a maximum of 5 (five) years. It is strengthened by the provisions in article 8, which explains that if the PKWT period as referred to in paragraph (1) will end. The work carried out has not been completed. The PKWT may be extended for a period according to the agreement between the employer and the Worker/Labourer, provided that the period of the entire PKWT and its extension shall not exceed 5 (five) years. Through the provisions in the article, it can be understood that PKWT can only be done for a maximum of 5 (five) years; PKWT is allowed to exceed 5 (five) years, provided that the extension is not more than 5 (five) years. In addition, work contracts with a five-year limit can only be made on contracts based on specific criteria (Peraturan Pemerintah No. 35 Tahun 2021 Tentang Perjanjian Kerja Waktu Tertentu, Alih Daya, Waktu Kerja Dan Waktu Istirahat, 2021).

Based on the explanation above, it can be stated that the freelance workers whose nature of work is similar to or even the same as the PKWT referred to in Government Regulation no. 35 of 2021 concerning Certain Time Work Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment are entitled to legal protection like Contract Workers.

In connection with the welfare insurance obtained, among others, is the provision of compensation as regulated in Article 15 of Government Regulation no. 35 of 2021 concerning Work Agreements for Certain Time, Outsourcing, Working Time and Rest Time, and Termination of Employment which reads: *Employers are required to provide compensation money to Workers/Labourers whose employment relationship is based on PKWT*.

The right to receive compensation is reinforced by the regulation of the obligation to provide compensation to PKWT when there is the termination of employment in article 17 as follows: *Suppose one of the parties terminates the Employment Relationship before the expiration of the period stipulated in the PKWT. In that case, the employer is obliged to provide compensation as referred to in Article 15 paragraph (1), which is calculated based on the PKWT period that the Worker/Labourer has implemented.*

The provisions of this article are in line with Permatasari's (2018) findings which state that employers are obliged to provide compensation if they terminate the employment relationship of contract workers, which in the Omnibus law include freelance work while the work period is in progress.

Apart from this right regarding compensation, as stated in various studies, freelancers are essentially workers/labourers. Every worker has the right to his fundamental rights. Moreover, in the Omnibus Law, freelancers have received their legal umbrella as PKWT. Therefore, the rights attached to contract workers are also attached to these freelance workers. According to Sundalagi (2018), the rights of contract workers that employers must provide are the minimum wage, BPJS Employment, Occupational Safety and Health. More specifically, related to the right to obtain social security, it is regulated in Article 11 that employers are obliged to fulfil the rights of Workers/Labourers, including the right to social security programs (Peraturan Pemerintah No. 35 Tahun 2021 Tentang Perjanjian Kerja Waktu Tertentu, Alih Daya, Waktu Kerja Dan Waktu Istirahat, 2021).

So far, it can be concluded that freelancers whose workload, working hours and performance targets are exact as contract workers are entitled to legal protection as mandated in Law Number 11 of 2020 concerning Job Creation and Government Regulation No. 35 of 2021 concerning Certain Time Work Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment as described above.

4. Conclusion

Based on the discussion above, it can be concluded that freelancers in Indonesia are divided into two categories, namely freelancers who make work agreements through platforms that act as intermediaries and freelancers who make work agreements directly without intermediaries. Previously, there was only an additional regulation in the form of Kepmenakertrans No. 100 of 2004 concerning Provisions for the Implementation of a Specific Time Work Agreement and no specific regulations have been found in Law no. 13 of 2013 concerning Manpower. After the enactment of Law Number 11 of 2020 concerning Job Creation and also Government Regulation No. 35 of 2021 concerning Certain Time Work Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment Relationships, the legal status of freelance workers in Indonesia has a clear legal umbrella which is included in a specific time work agreement (PKWT). This finding also answers the concerns of previous researchers who found no specific regulation in Law no. 13 of 2013 concerning Manpower regarding legal protection for freelancers in Indonesia.

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