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Employment Law in the Digital Age in Regulating Freelance and Remote Workers Through a Comparative Review of Indonesia and Germany

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Abstract

The reality of employment relationships in Indonesia today far exceeds what is written in labor laws. The emergence of freelance and remote work trends due to digital technology has collided with laws that still rely on formal recognition. The research method used was normative legal research with a regulatory and comparative law approach. The results of the study point to the weak legal protection for freelance and remote workers, including wages, social security, occupational safety and health, and access to dispute resolution mechanisms. In comparison, German law has implemented an adaptive substantive approach. Employment status is assessed based on factual realities and economic dependence, even recognizing the category of quasi-independent workers (arbeitnehmerähnliche Personen) who receive legal protection. Through this comparison, a protection model based on the reality of employment relationships is more relevant to the current shifts in the world of work. On that basis, Indonesia needs to overhaul its labor law policies. By selectively absorbing German legal principles, Indonesia can build a stronger protective barrier for freelance and remote workers amid rapid digitalization.

KEYWORDS

Employment Law, freelance workers, remote workers, legal protection, comparative law.

Introduction

Modern long-distance communication technology has made it easier to hold meetings that previously had to be conducted in person. Now, it facilitates more effective work coverage and expands the concept of a more accommodating and relatively low-cost workspace.[1] The emergence of digital platforms and the increasing need for work flexibility have driven the growth of freelance and remote workers. Both employment models offer advantages for both parties, both for workers due to the freedom of time and place, and for employers due to the optimization of operational cost efficiency.

These changes have given rise to new challenges in the implementation of labor law protection. The labor law system has so far focused on conventional employment relationships between workers and employers. In Indonesia, the digital economic transformation has led to significant growth in the creative economy, digital services, and platform-based industries. However, this development has not been accompanied by adequate legal reforms. Indonesian labor law is still based on the paradigm of formal employment relationships characterized.[2] This situation creates ambiguity regarding the legal protection of workers in flexible work arrangements. Law No. 13 of 2003 on Manpower and the amendments stipulated in the Job Creation Law do not fully regulate the scope of regulations related to freelance and remote workers. As a result, most basic protections do not automatically apply to these workers. In the context of digital work, this issue is further complicated because digital platforms and employers

[1] Sarah Selfina Kuahaty, et al. *Hukum Ketenagakerjaan*. (Bandung: Widina Bhakti Persada Bandung, 2021)
[2] Junaidi, et al. *Dasar Hukum Ketenagakerjaan*. (Sumatera Barat: PT. Mafy Media Literasi Indonesia, 2023)

are often located outside national jurisdictions, thereby increasing the potential for injustice and exploitation of Indonesian workers.[3]

Di sisi lain, Jerman mendapati adanya pendekatan hukum lebih sistematis dan diferensiatif sebagai upaya mengatur pekerja fleksibel. Salah satu bentuknya yaitu pengakuan atas kategori *Freiberufler*. Sehingga, dalam kasus ini, hukum Jerman menjaminkan perlindungan pekerja dengan cara mengklasifikasikan ulang hubungan kerja sehingga pekerja mendapat hak-hak ketenagakerjaan. Pendekatan ini menunjuk bagaimana Jerman berkomitmen dalam mencegah penyalahgunaan status *freelance* oleh pemberi kerja agar menghindari kewajiban hukum dan kontribusi sosial.[4]

Based on this discussion outlined in the background section, there are two main questions that are the focus of this research, namely **how does employment law in Indonesia protect freelance and remote workers in the digital age?** Which analyze and identify the legal framework for employment protection in Indonesia in regulating freelance and remote workers and the extent to which existing regulations are able to provide legal certainty, protection of basic rights, and social security mechanisms for non-standard workers in the digital era. While the second discusses **how do regulations governing freelance and remote workers in Indonesia compare with the German legal system, and what principles can be adopted to strengthen worker protection in Indonesia?** Through this discussion, it's hoped that a more adaptive and relevant legal protection model can be found to regulate freelance and remote workers in Indonesia amid the rapid development of digital technology. This study aims to provide normative solutions to the uncertainty of legal status and weak protection of the basic rights of non-standard workers, such as wages, social security, occupational safety and health, and access to dispute resolution mechanisms. By using the German legal system as a comparison, this study is expected to provide direction for the reform of

[3] Sayid Mohammad Rifqi Noval. Evolusi Hak Pekerja Di Era Digital: Prawacana Right To Disconnect di Indonesia. *Jurnal Bina Mulia Hukum*, Vol. *6*, No. 2 (2022): 234-253. https://jurnal.fh.unpad.ac.id/index.php/jbmh/article/view/637

[4] Markus Knop. Arbeitsrechtliche Fragen der Plattformarbeit. *Duncker & Humblt*, Vol. 23 (2024). ISBN 978-3-428-19243-4

Indonesian labor law to better suit the realities of modern employment relationships.

Methods

The research method used in this paper is a normative research method, which focuses on examining written legal norms in legislation, legal principles, court decisions, and expert doctrines. Normative research was chosen because the issue under review relates to the analysis of the legal structures of Indonesia and Germany in regulating freelance and remote workers, including the legal protection inherent in the regulatory frameworks of both countries. The focus of the research is to provide a comprehensive analysis of how the law responds to the dynamics of digital employment through existing normative instruments and how a comparison of the two systems can offer recommendations for improvement.[5]

In practice, this study utilizes a legislative approach that examines Indonesian legal instruments such as The 1945 Constitution of the Republic of Indonesia,Law Number 13 of 2003 concerning Manpower, Law Number 1 of 1970 concerning Occupational Safety, Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes, Law Number 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation into Law, as well as regulations concerning social security and flexible employment relationships, Law No. 40 of 2004 concerning the National Social Security System, Law No. 24 of 2011 concerning the Social Security Administration Agency, Government Regulation No. 49 of 2025 concerning the Second Amendment to Government Regulation No. 36 of 2021 concerning Wages. The same approach is also used to examine German regulations such as the *Grundgesetz für die Bundesrepublik Deutschland*, *Bürgerliches Gesetzbuch* (BGB), *Arbeitsgerichtsgesetz* (ArbGG), *Sozialgesetzbuch* (SGB), *Mindestlohngesetz* (MiLoG), *Arbeitszeitgesetz* (ArbZG), *Sozialgesetzbuch* (SGB), *Arbeitsschutzgesetz* (ArbSchG), *Arbeitszeitgesetz*

[5] Yulia Audina Sukmawan & Dwi Damayanti. Metode Penelitian Hukum Normatif dan Empiris sebagai Strategi Penguatan Perspektif Kajian Ilmu Hukum. *Jurnal Hukum Notaris*, Vol. *4*, No.3 (2025) :114-128. https://doi.org/10.32801/nolaj.v4i3.116

(ArbZG), and jurisprudence applied in Germany. With this step, the study can identify legal norms governing freelance and remote workers in each country. The next approach is a comparative approach. Through this approach, the study seeks to assess how each country regulates worker status, sets protection standards, and manages risks arising in digital-based employment relationships.

To analyze legal materials, this study uses qualitative analysis methods. The analysis is conducted by identifying issues, assessing the effectiveness of legal regulations, and evaluating regulatory gaps in the digital labor landscape. The legal materials used include primary legal materials such as laws and official regulations, secondary legal materials such as books, scientific journals, and expert opinions, as well as tertiary legal materials such as dictionaries and legal encyclopedias. Using this research method, the study can produce a systematic analysis of Indonesia's legal protection for freelance and remote workers, while also providing a normative assessment of the advantages of the German legal system that are relevant to efforts to strengthen legal protection for non-standard workers in Indonesia.[6]

Result and Discussion

1. Employment Law Protection in Indonesia in Regulating Freelance and Remote Workers in the Digital Age

Conceptually, the emergence of freelance and remote workers is part of the phenomenon of non-standard employment, which differs from the standard employment relationship that forms the basis of classical labor law. Indonesian labor law is essentially designed to regulate subordinate employment relationships, in which workers are under the command of their employers, work at specific times and places, and receive a fixed wage. This type of employment relationship is clearly outlined in several legal foundations. One of these is a set of more detailed labor regulations that amend several provisions of Law No. 13 of

[6] Hanif Hasan, et al. *Metode Penelitian Kualitatif*. (Yayasan Tri Edukasi Ilmiah: Sumatra Barat. 2025)

2003 on Labor.[7] This is based on the development of economic digitalization, the emergence of online platforms, and the globalization of the labor market, which has encouraged the practice of freelance and remote work. Freelance workers are defined as individuals who work independently, are not permanently bound to one employer, and receive wages based on the results of their work or a specific period of time.[8]

Meanwhile, remote workers are defined as workers who perform their jobs outside the company's physical location, utilizing digital technology as the primary means of communication and work execution. Remote workers can be found in both formal employment relationships (permanent or contract workers) and informal employment relationships such as freelancers. Thus, remote workers are not always synonymous with freelancers, but the two are often related in the practice of the digital economy.[9] This work pattern offers flexibility in terms of time and location, cost efficiency, which is often based on civil contracts, as well as opportunities for work across regions and countries. In addition, remote work often utilizes digital platforms or technology-based companies that operate globally. Platform companies often position themselves as intermediaries rather than employers, thereby avoiding employment responsibilities.

Despite offering flexibility, the freelance and remote work system actually reveals the weak legal protection for workers in Indonesia. The protection of worker status in Indonesia basically depends on formal recognition of the employment relationship as formulated in Article 1 point 15 of Law Number 13 of 2003 concerning Manpower, which defines an employment relationship as a relationship between an employer and a worker based on an employment agreement that includes the elements of work, wages, and orders. As long as these

[7] Ratih Damayanti, Ali Masyar, & Rodiyah. Renewal of Criminal Provisions in the Employment Cluster Job Creation Law. *Indonesian State Law Review,* Vol. 8, No. 1 (2025): 83-94. https://doi.org/10.15294/islrev.v8i1.19288

[8] *Nindry Sulistya Wi*diastiani. Hukum Ketenagakerjaan Di Era Digital: Kompatibilitas Peraturan Perundang Undangan Terhadap Praktik Digital Workplace. Jatiswara*, Vol.* 39*, No.* 3*(2024*): 295-310. https://doi.org/10.29303/jtsw.v39i3.735

[9] Siska Ayudia Adiyanti & Rini Mulyani Sari. Pengaruh Fleksibilitas Jam Kerja dan Gaji terhadap Produktivitas Kerja (Studi Pada Agency Virtual Assistant Jakarta). *REMIK: Riset Dan E-Jurnal Manajemen Informatika Komputer*, Vol. *8*, No. 1(2024): 66-72. https://doi.org/10.33395/remik.v8i1.13232

three elements can be proven, then legally a person can be qualified as a worker who is entitled to all labor protections.[10] Article 1 point 14 of Law Number 13 of 2003 concerning Manpower explains that an employment agreement is an agreement between an employee and an employer that contains the terms of employment, rights, and obligations of the parties. This provision confirms that the existence of a written or unwritten employment agreement is the main basis for recognizing the legal status of workers. In fact, industrial relations court decisions have repeatedly recognized disguised employment relationships. However, in practice, freelance workers are often positioned as independent workers or business partners, so that the relationship formed is considered a normal civil relationship, not an employment relationship. With this legal construct, they are formally placed outside the employment protection regime, so they do not obtain normative rights such as minimum wages, social security, reasonable working hours, and protection from termination of employment. Thus, in terms of legal protection and recognition of employment relationships, these exist but are not yet fully implemented by employers in Indonesia.

The aspect of minimum wage protection in Indonesia is basically only given to workers who are legally recognized as being in an employment relationship as stipulated in Article 88E Paragraph (1) of Law Number 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation into Law, which states that "The minimum wage applies to workers with less than 1 (one) year of service at the company concerned". Technical regulations regarding minimum wages are also stipulated in Government Regulation Number 49 of 2025 concerning the Second Amendment to Government Regulation Number 36 of 2021 concerning Wages, which confirms that minimum wages only apply to workers who have an employment relationship with employers based on an employment agreement. Thus, the application of minimum wages is indeed limited to legal subjects, namely workers in formal employment relationships. Freelance workers, who are generally considered self-employed or service providers, are not covered by minimum wage

[10] Agus Yulistiyono. Pemanfaatan Human Cloud dalam Model Bisnis Digital dan Dampaknya terhadap Fleksibilitas Tenaga Kerja di Indonesia. *Sanskara Manajemen Dan Bisnis*, Vol. *3*, No. 03(2025): 129–139. https://doi.org/10.58812/smb.v3i03.587

protection, because the legal relationship formed is considered a normal civil relationship, not an employment relationship as referred to in the Manpower Act.[11] As a result, the amount of wages or honoraria received depends entirely on the agreement between the parties, without any minimum standards guaranteed by the state. This condition effectively places freelance workers in a very vulnerable position due to the absence of legal instruments that explicitly regulate wage practices, such as wages that are far below the standard of a decent living, late payments, or unilateral deductions.

In the Indonesian labor system, social security aspects are basically mandatory for workers who have a formal employment relationship with an employer, where companies are legally obliged to register their workers as participants in social security programs and pay contributions in accordance with the provisions of laws and regulations. This principle is in line with the provisions of Law Number 40 of 2004 concerning the National Social Security System, which explains that every worker is entitled to social security as a form of state protection against socio-economic risks. The obligation of employment social security is carried out by BPJS, which is regulated in Law Number 24 of 2011 concerning the Social Security Administration Agency, by requiring employers to register their employees as participants in BPJS Ketenagakerjaan and pay contributions for the program they are participating in. However, freelance and remote workers who are categorized as self-employed or non-salaried workers can only participate in social security programs voluntarily by paying their own contributions, without any legal obligation on the part of service users. In practice in Indonesia, many freelance workers are not registered as participants in the BPJS Ketenagakerjaan (Social Security Administration Agency for Employment) due to their irregular income, limited information, and minimal encouragement from employers. As a result, social security protection for freelance and remote

[11] Aura Anisah & Ratih Damayanti. Perlindungan Hukum Bagi Pekerja Freelance: Analisis Regulasi, Tantangan, dan Akses Jaminan Sosial di Indonesia. *Media Hukum Indonesia (MHI)*. Vol. 2, No. 4 (2024): 566-571. *https://ojs.daarulhuda.or.id/index.php/MHI/index*

workers is incomplete and tends to be uneven without adequate social protection guarantees from the state.[12]

In terms of occupational safety and health (OSH) protection for freelance and remote workers, there are currently almost no legal regulations. In Indonesia, the focus of OSH is still on conventional physical workplaces, as stipulated in Law No. 1 of 1970 concerning Occupational Safety, which emphasizes the regulation of workspaces under the direct control or supervision of employers. The concept of a workplace in this regulation is still understood as a physical environment that can be directly controlled by the company. In addition, Law Number 13 of 2003 concerning Manpower also regulates workers' rights to OSH protection, but the existing norms are still based on the assumption that work is carried out at a physical workplace determined by the employer. As a result, these two types of work have not received specific legal protection regarding ergonomic standards, prevention of digital fatigue, safe working hours, and mental health protection, even though in practice, more and more freelance and remote workers are experiencing health problems due to non-ergonomic work postures, excessive working hours, and psychological pressure as the boundaries between work and personal time become increasingly blurred.[13]

Meanwhile, in terms of Indonesia's labor law system, access to industrial relations dispute resolution mechanisms is basically only granted to legal subjects who are formally recognized as workers in an employment relationship with an employer. as stipulated in Law No. 2 of 2004 concerning Industrial Relations Dispute Resolution, which limits the scope of disputes to disputes between workers/laborers and employers. Freelancers and remote workers, who are categorized as self-employed workers or legal partners, do not have direct access to industrial relations dispute resolution mechanisms, even though they often experience problems that are substantially similar to employment disputes, such as unilateral termination, late payment of fees, unilateral changes to the scope of

[12] Rr. Chantika Vebyola Wijaya & Waluyo. (2023). Perlindungan Hukum Terhadap Peserta "Remote Paid Internship" Berdasarkan Hukum Ketenagakerjaan. *Jurnal Hukum Media Justitia Nusantara*, *Vol.* 13*, No.* 1*(2023*): 54-62. https://doi.org/10.30999/mjn.v13i1.2635

[13] Centia Sabrina Nuriskia & Ardiyanto Adhi Nugroho. Perlindungan Hukum Pekerja Dalam Penerapan Sistem Remote Working Sebagai Pembaharuan Sistem Kerja. *Jurnal USM Law Review*. Vol. 5, No. 2(2022): 678-692. https://doi.org/10.26623/julr.v5i2.5555

work, or termination of employment without compensation.[14] As a result of the lack of legal recognition for both types of work, the available avenues for resolution for freelance and remote workers are limited to general civil mechanisms, which in practice require high costs, lengthy timeframes, and more complex evidence, especially when the employment relationship is conducted digitally, is not accompanied by a written contract, or involves cross-border parties.

This situation ultimately contradicts Article 27 paragraph (2) of the 1945 Constitution of the Republic of Indonesia, which states that "every citizen has the right to work and a decent livelihood." In other words, these regulations should guarantee the right of every citizen to obtain work and a decent livelihood, as well as Article 28D paragraph (2) of the 1945 Constitution of the Republic of Indonesia, which affirms that everyone has the right to work and to receive fair and decent compensation and treatment in employment relationships. Thus, labor law protection in Indonesia in regulating freelance and remote workers in the digital era still faces normative and implementative challenges. However, these challenges also present opportunities for labor law reform that is more responsive to the times. Comprehensive and worker-protection-oriented regulatory adjustments are expected to provide legal certainty, balance in labor relations, and social justice within Indonesia's digital work ecosystem.[15]

2. Regulations for Freelance and Remote Workers in the German Legal System, and Principles That Can Be Adopted to Strengthen Worker Protection in Indonesia

Labor law regulations in Germany have developed in line with social and economic changes since the beginning of industrialization. Since its inception, German labor law has not only aimed to regulate labor relations between workers

[14] Eriyan Rahmadani Dianova & Karen Eklesia Gabriella Kaendo. Tantangan dan Inovasi Ketenagakerjaan dalam Perlindungan Pekerja: Studi Perbandingan Ketenagakerjaan Indonesia dengan Negara Lain. *JERUMI: Journal of Education Religion Humanities and Multidiciplinary*, Vol. 1, No. 2(2022): 226-232. https://doi.org/10.57235/jerumi.v1i2.1281

[15] *Nikmah* Dalimunthe & *Muhammad Aulia* Fajri. Analisis Status Pekerja Freelance Dalam Perjanjian Kerja Waktu Tertentu (PKWT) Dalam Perspektif Hukum Ketenagakerjaan di Indonesia. AHKAM: Jurnal Hukum Islam dan Humaniora. *Vol.* 2, *No.* 3*(2023)*: 482-497. 10.58578/ahkam.v2i3.1297

and employers, but also to provide social protection for workers as the weaker party. This principle of protection has been the main basis for the formation of various labor regulations in Germany. Historically, German labor law has been built on the social welfare principle (social state principle), which places the state as the party responsible for ensuring fair and humane working conditions. This approach is reflected in various policies that link employment relationships to social security, occupational safety, and income protection. Thus, German labor law does not stand alone, but is integrated with the country's social and economic policies. In its development, German labor regulations were not compiled into a single law, but are spread across various complementary laws and regulations. Each regulation has a specific regulatory focus, such as employment status, working hours, minimum wages, occupational safety and health, and social security. This regulatory framework makes German labor law flexible and adaptable to changes in the nature of employment relationships, including freelance and remote work.[16]

In Germany, the determination of worker status is not based solely on contractual labels, but on the reality of the employment relationship as defined in § 611a *Bürgerliches Gesetzbuch* (BGB), which defines (formal workers (*Arbeitnehmer*) as persons who work in a relationship characterized by personal dependence, adherence to instructions, and integration into the employer's organization. This article forms the legal basis for identifying false self-employment (*Scheinselbständigkeit*) and assessing employment relationships based on factual reality (substantive approach). In addition to the category of formal workers (*Arbeitnehmer*), German law also recognizes a group of pseudo-self-employed workers (*arbeitnehmerähnliche Personen*), defined as individuals who have the legal status of entrepreneurs but are economically dependent on one or more employers and do not have the full freedom of true self-employed entrepreneurs. The existence and protection of this group is recognized in § 5 *Arbeitsgerichtsgesetz* (ArbGG), which provides access to labor courts even though they do not have permanent employee status. These quasi-self-employed

[16] Khan, RKW. (2025). *Perbandingan Hukum Ketenagakerjaan Indonesia Dan Jerman Ditinjau Dari Sistem Perekrutan Tenaga Kerja*. Sarjana (S1) Thesis, Universitas Pelita Bangsa.

workers still receive legal protection. This approach is also in line with Articles 1 and 12 of the *Grundgesetz für die Bundesrepublik Deutschland* (Basic Law for the Federal Republic of Germany), which guarantees human dignity and freedom to choose employment and obtain protection against unfair working conditions. Thus, the German legal system seeks to balance labor market flexibility with social protection by recognizing the reality of employment relationships and preventing disguised self-employment (*Scheinselbstständigkeit*).[17]

In terms of compliance with the national minimum wage, Germany has implemented the *Mindestlohngesetz* (MiLoG) (Minimum Wage Act), which stipulates that every employer is obliged to pay the minimum wage to workers in a subordinate employment relationship. This obligation is confirmed in MiLoG § 1 paragraph (1), which states that every worker (*Arbeitnehmer*) is entitled to a minimum wage that cannot be waived by agreement. MiLoG does not limit protection to permanent workers, but also covers all employment relationships that factually demonstrate dependence and subordination, so that the application of the minimum wage does not depend solely on contractual terms.[18] Pseudo-independent workers (*arbeitnehmerähnliche Personen*) also receive minimum wage protection if, in practice, they are in a position similar to that of an employee, particularly when they are economically dependent on a single employer, do not have real freedom to set service rates, and work under a system of instruction or supervision that indicates a subordinate relationship as referred to in § 611a of the *Bürgerliches Gesetzbuch* (BGB), namely the existence of a bond to instructions and integration into the employer's organization. If these elements are proven, then a relationship that is formally referred to as self-employment can be reclassified as a disguised employment relationship (*Scheinselbstständigkeit*).[19] Thus, the national minimum wage system in

[17] Alex Wood & Vili Lehdonvirta2022). Platforms disrupting repu-tation: Precarity and recognition struggles in the remote gigeconomy. Sociology, Vol. 57, No. 5(2022), 999–1016. https://doi.org/10.1177/00380385221126804
[18] Martin Gruber-Risak & Sascha Obrecht. *Bürger & Staat*. (Stuttgart: politische Bildung Baden-Württemberg herausgegeben. 2024)
[19] Dominik Klaus, Maddalena Lamura, Marcel Bilger & Barbara Haas. Support and employment preferences in online platform work: A cluster analysis of German-speaking workers. *International Journal of Social Welfare*, Vol. 34 No. 1(2025). https://doi.org/10.1111/ijsw.12659

Germany not only serves as a normative standard, but also as a corrective instrument to prevent the practice of disguised employment (*Scheinselbstständigkeit*), thereby providing fairer protection for non-conventional workers who are in fact in a subordinate employment relationship.

Germany implements an inclusive and obligation-based social security system, in which not only formal employees are required to participate in social insurance, but also certain groups of freelance workers, especially in the state pension insurance program (*gesetzliche Rentenversicherung*). This obligation is systematically regulated in *Sozialgesetzbuch* (SGB) IV § 2, which specifies the categories of people who are required to participate in the social insurance system, including certain self-employed workers who are legally deemed to require social protection. The obligation of freelance workers to participate in the state pension insurance is also specified in *Sozialgesetzbuch* (SGB) VI § 2, which explicitly lists the groups of self-employed workers who are required to pay contributions. In practice, freelance workers who fall into these categories are required to register and pay contributions to the state pension system, even if they do not have a permanent employer.[20] This provision indicates that German law explicitly includes freelance workers in the scope of compulsory social security if they are in a vulnerable economic position.

Occupational safety and health protection (*Arbeitsschutz*) as regulated in Germany continues to apply to workers who perform their work remotely, because the obligation to provide protection is inherent in the employment relationship itself, not in the physical location where the work is performed. This principle is explicitly outlined in *Arbeitsschutzgesetz* (ArbSchG) § 3, which requires employers to take all necessary measures to ensure the safety and health of workers during work. The obligation to conduct a risk assessment, including for remote workplaces, is regulated in ArbSchG § 5, which requires employers to identify and assess potential hazards at every workplace, including ergonomic and psychosocial risks. On this basis, companies in Germany remain legally responsible for assessing and managing occupational risks even if the work is

[20] Klengel, E. Tarifverträge für Solo-Selbstständige: Modelle für die digitale Plattform-Wirtschaft. *KJ Kritische Justiz*, Vol. *57,* No. 4 (2025), 493-503.

performed from home. In addition, working time arrangements for remote workers remain subject to the *Arbeitszeitgesetz* (ArbZG), with § 3 setting maximum daily and weekly working hours, and ArbZG § 5 also regulating the right to minimum rest periods.[21] This provision ensures that the flexibility of remote work does not eliminate protection against fatigue and health risks due to excessive working hours. Thus, the German legal system affirms that remote work is an integral part of the employment relationship that must be protected equally, so that employers continue to bear legal responsibility for creating safe, healthy, and humane working conditions for workers, whether they work in the office or remotely.

In Germany, quasi-employees (*arbeitnehmerähnliche Personen*) have direct access to labor courts (*Arbeitsgerichte*) to obtain legal protection. This access is explicitly recognized in the *Arbeitsgerichtsgesetz* (ArbGG) § 5 paragraph (1), which expands the definition of parties to labor court proceedings to include not only formal workers, but also individuals who are economically dependent on employers and require similar legal protection. Thus, pseudo-independent workers have the right to file lawsuits in labor courts in cases related to subordinate employment relationships, including disputes over wages, termination of covert employment relationships (*Scheinselbstständigkeit*), and violations of minimum rights recognized by German labor law. This practice is reinforced by BAG jurisprudence, which in various rulings has consistently determined that the assessment of worker status must be based on the reality of the employment relationship and the degree of personal and economic dependence, not solely on the contractual label. The BAG has repeatedly referred to § 611a of the *Bürgerliches Gesetzbuch* (BGB) as the basis for assessing a subordinate employment relationship, and if this element is fulfilled, the court may grant legal protection to pseudo-independent workers through the labor court mechanism.[22] Thus, the combination of ArbGG § 5 paragraph (1) and BAG court practice forms an effective protection system, as it allows non-conventional

[21] Jerzy Cieslik & André van Stel. Solo self-employment : Key policychallenges. *Journal of Economic Surveys*, Vol. 38, No. 3 (2023): 1–34. https://doi.org/10.1111/joes.12559De
[22] Juliane Großmann & Oauline Haak. *Möglichkeiten und Grenzen der Interessenvertretung Solo-Selbstständiger*. (Göttingen : Georg-August-Universität Göttingen (2025)

workers to access a special labor court forum, so that basic rights can still be upheld. With this comprehensive policy, Germany has successfully built an adaptive labor law system that responds to changes in the world of work without compromising the principles of labor protection.

TABLE 1. Comparison of Indonesian and German laws regarding freelance and remote workers

Aspect	Indonesia	Germany
Legal Status Protection for Workers	Worker status protection is highly dependent on formal recognition of the employment relationship. Freelancers are generally positioned as independent contractors or business partners, and therefore fall outside the employment protection regime.	Applying a substantive approach in determining worker status. In addition to formal workers (*Arbeitnehmer*), there is a category of quasi-independent workers (*arbeitnehmerähnliche Personen*) who still receive certain legal protections.
Wage and Income Protection	Minimum wage protection only applies to workers who are legally recognized as employees. Freelancers are not covered by minimum wage protection.	Establishing a national minimum wage that protects workers in subordinate employment relationships, including pseudo-independent workers under certain conditions.
Social Security Protection	Social security is mandatory for formal workers, while freelance workers are voluntary, so not all of them are protected.	Implementing an inclusive social security system, in which certain freelance workers are required to participate in social

		insurance programs, particularly pension insurance.
Occupational Safety and Health Protection	Occupational safety and health protection in Indonesia still focuses on physical workplaces and does not specifically regulate remote work.	Occupational safety and health protections continue to apply to remote workers, and employers remain responsible for providing safe working conditions.
Dispute Resolution Access Protection	Freelance workers do not have access to industrial relations dispute resolution mechanisms because they are not recognized as workers.	Self-employed workers can access labor courts to obtain legal protection.

This comparison indicates that worker protection in Indonesia is still formalistic and limited, while Germany implements protection based on the reality of employment relationships and economic dependence. With a strong normative legal basis, the German legal system provides inclusive protection for freelance and remote workers. This approach is an important reference for the renewal of Indonesia's labor law policy in the digital era.[23] To facilitate understanding of the mechanism for assessing worker status under Indonesian and German labor laws, the following is a conceptual flowchart of the regulations governing freelance and remote workers:

Chart 1. Conceptual Flow of Indonesian Labor Law in Regulating Freelance and Remote Workers

[23] Fadil Muhammad. Hukum Ketenagakerjaan di Era Modern: Antara Hak dan Kewajiban. *Borobudur Law And Society Journal*, Vol. 3, No. 4(2024), 196-201. https://doi.org/10.31603/11982

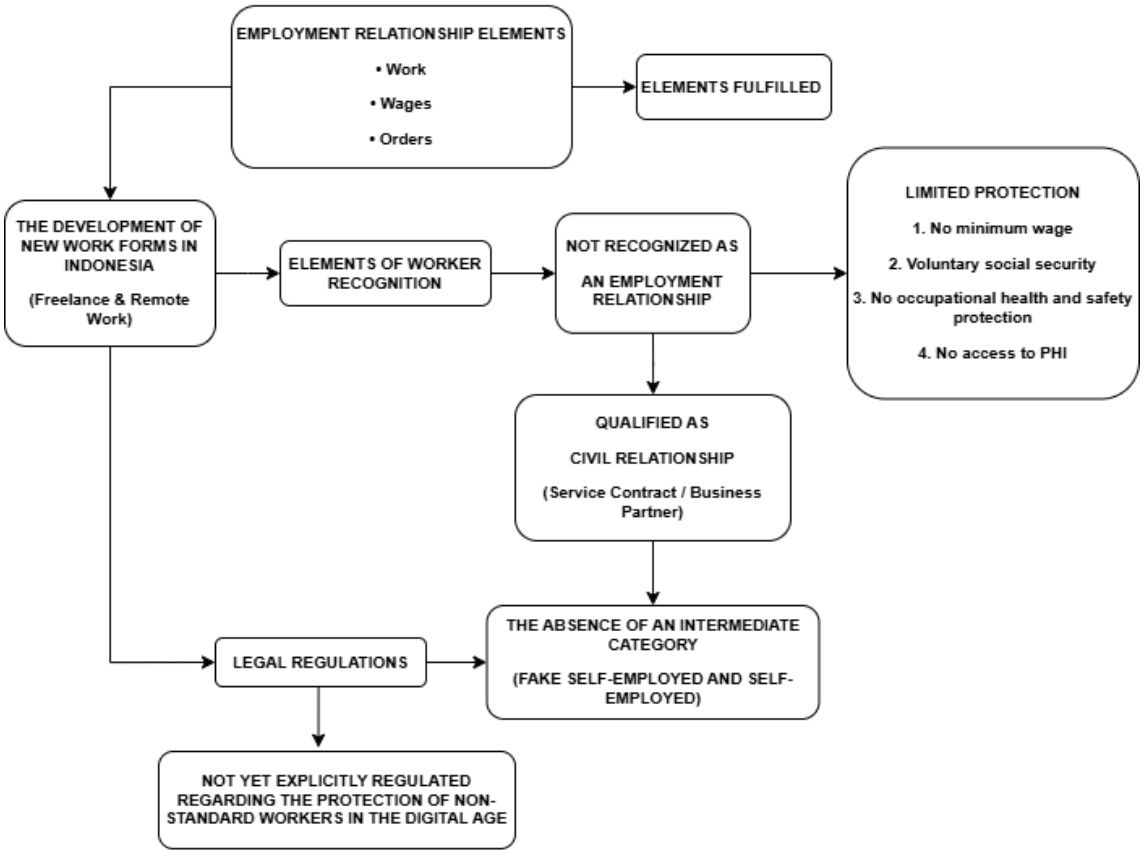
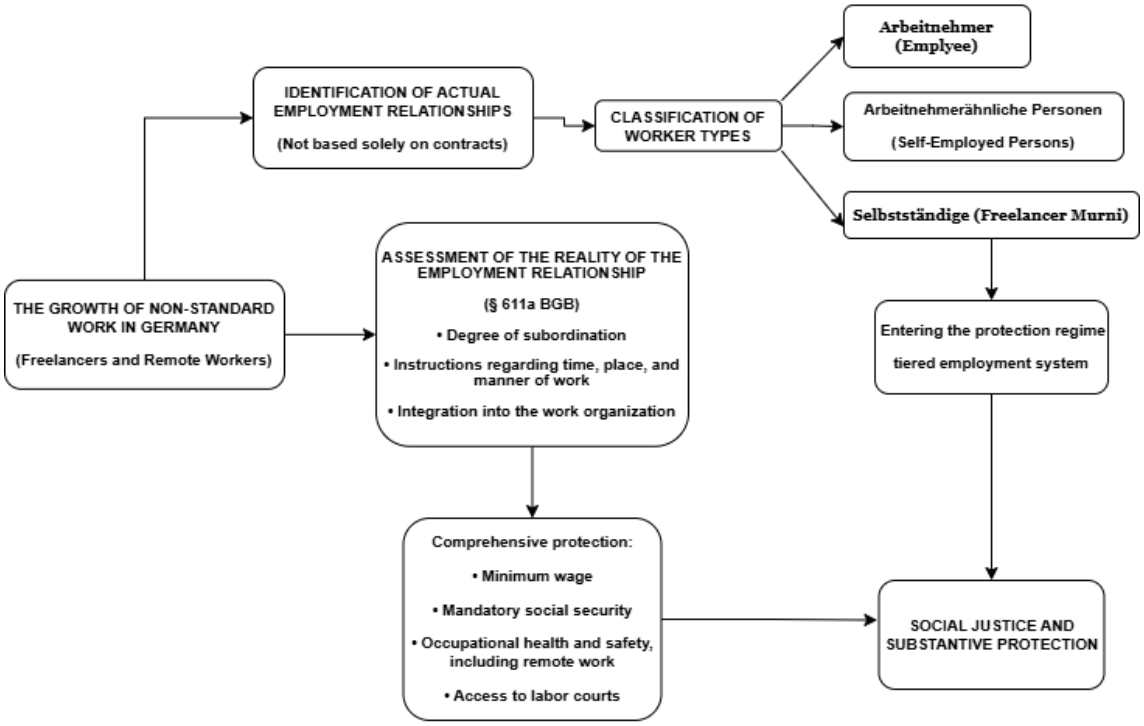


Chart 2. Conceptual Flow of German Labor Law in Regulating Freelance and Remote Workers



Principles That Can Be Adopted to Strengthen the Protection of Freelance and Remote Workers in Indonesia

Based on this comparative data, Germany's experience in regulating freelance and remote workers plays an important role in the development of labor law in Indonesia. This policy provides a strong normative reference for Indonesia in formulating labor law reforms, particularly in regulating freelance and remote workers in the digital era. With an inclusive protection approach based on the principle of the welfare state, German law is able to maintain a balance between work flexibility and the protection of workers' rights. The German labor law system provides an embodiment of how the state can respond to change through adaptive legal principles that remain oriented towards worker protection.[24] These principles are not only applied in practice, but also have a strong normative basis in legislation.

TABLE 2. Principles of German Law Adoption that can be used by Indonesian Labor Law in regulating Freelance and Remote Workers

Principles of Law	Explanation	Relevance & Adoption Potential in Indonesia
Expansion of the Definition of Employment Relationship	The status of workers is determined based on the facts of the work performed, such as subordination, organizational integration, and economic dependence, not merely the label on the contract.	Can be adopted to address the practice of disguising the status of freelance workers who are in fact in a subordinate employment relationship.
Recognition of Categories of	German law recognizes categories of workers who	Relevant to bridge the protection gap for freelance

[24] Lena Mariana Br Sitorus & Gunardi Lie. The Employer's Legal Obligations Toward Workers' Rights Arising from Termination of Employment (A Comparative Study between Indonesia and Germany). *Indonesian Journal of Law and Economics Review*, Vol. *20*, No. 4(2025). https://doi.org/10.21070/ijler.v20i4.1399

Non-Standard Workers	are formally self-employed but economically dependent and in need of legal protection such as semi-independent workers and purely independent workers.	and remote workers who are in the gray area between employees and employers.
Minimum protection standards for freelance and remote workers	Legal protection is provided proportionally according to the level of dependence and subordination of the worker. The minimum wage also applies if the employment relationship shows dependence and control, even if the contract is in the form of self-employment.[25]	Indonesia can implement a gradual protection model without having to standardize all non-standard workers as permanent workers. This also applies to the basis for wage reform for freelance and remote workers who work exclusively or semi exclusively.
Integration of freelance workers into the state security system	Certain freelance workers are required or facilitated to join the social security system.	Indonesia can expand the BPJS scheme by sharing responsibilities between the state, employers, and workers.
Explicit remote work arrangements	Remote work is considered part of a normal employment relationship with equal protections. This establishes that the party that actually controls the	This principle can be adopted because it is important for preventing discrimination against remote workers in terms of working hours, occupational

[25] Amanda Tikha Santriati. Kebijakan Pemerintah Terhadap Perlindungan Hak Pekerja Freelance (Harian Lepas) Di Indonesia. *Opinia De Journal,* Vol. 2, No.1 (2022): 46-69. https://doi.org/10.35888/opinia.v2i1.21

	manner of work is responsible for protecting workers.	health and safety, and other normative rights. This is also relevant for platform-based remote working relationships that often avoid employer status.
Expanding access to labor dispute resolution	All workers have the right to file labor disputes in court. The state also remains active in protecting workers as the weaker party.	Indonesia can expand the jurisdiction of the Industrial Relations Court to cover non-standard workers. This principle is in line with the mandate of the 1945 Constitution and can strengthen the welfare state orientation of Indonesian labor law.

Overall, German labor law principles show that the protection of freelance and remote workers can be strengthened through a legal approach that combines flexibility and legal certainty. By selectively and contextually adopting these principles, Indonesia can develop labor laws that are more responsive to the dynamics of the digital world of work, while also upholding the values of justice and worker protection. Thus, labor law protection in Indonesia in regulating freelance and remote workers in the digital era has become a normative requirement that cannot be ignored. Regulatory updates that are in line with technological developments and labor market dynamics are a prerequisite for creating legal certainty, justice, and protection for workers' rights, without hindering innovation and business flexibility. Synergy between the government, business actors, workers, and other stakeholders is key to building an inclusive, adaptive, and socially just labor law system in the digital era.

Conclusion

The development of digital technology has significantly changed the pattern of employment relationships through freelance and remote work practices in Indonesia. However, Indonesian labor law does not yet fully provide adequate legal protection for freelance and remote workers because it still relies on formal recognition of employment relationships, so that basic rights such as fair wages, social security, occupational safety and health, and access to Germany's labor law system demonstrates a more adaptive approach by assessing workers' status based on the reality of their employment relationship and economic dependence, including through the recognition of pseudo-self-employed workers and the protection of remote work. Thus, strengthening legal protection for freelance and remote workers in Indonesia still requires reformulating labor law policies to be more adaptive and oriented towards social justice by expanding the criteria for employment relationships based on work practices, recognizing intermediate worker categories, gradually implementing basic rights protection for freelance and remote workers, explicitly regulating remote work, and expanding access to industrial relations courts Industrial Relations Courts so that labor laws are more responsive and fair in the digital era.

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