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Regulation of Digital Employment Contracts in the Era of Digitalization: Legal and Legal Studies Implications for Worker Protection

Firman Nurdiyansyah Sunandar [1]*, Andri Herman Setiawan [2], Ahmad Juaeni [3], Johannes Triestanto [4]
[1-4] Doctoral Program in Law, Universitas Langlangbuana, Indonesia

Author correspondence : *firman@usindo.ac.id* *

Abstract . *The development of digitalization has brought significant changes in various aspects of life, including employment relations. One of the innovations that has emerged is the use of digital employment contracts as a replacement for paper-based contracts. Digital employment contracts offer flexibility and efficiency in modern employment relations. However, in Indonesia, legal regulations related to digital employment contracts still face major challenges, considering the absence of regulations that specifically accommodate this mechanism. Article 52 of Law No. 13 of 2003 concerning Manpower only regulates the requirements for the validity of an employment contract without mentioning the use of electronic documents, while Law No. 11 of 2008 concerning Information and Electronic Transactions (UU ITE) has recognized the validity of electronic documents. This study aims to analyze the regulation of digital employment contracts in Indonesia, compare them with regulations in other countries, and provide policy recommendations to ensure legal protection for workers in the digitalization era. The method used is a normative legal approach with comparative legal analysis of countries such as the European Union and the United States. The results of the study show that although digital employment contracts are legally valid in Indonesia, there are still legal gaps related to the protection of workers' rights, supervision of implementation, and protection of personal data. Therefore, it is necessary to update regulations that are adaptive to technological developments, including the integration of the principles of justice, legal certainty, and protection of workers' rights in digital employment contracts.*

Keywords: *Digital employment contracts, digitalization, employment law, regulation, worker protection.*

1. INTRODUCTION

Referring to Article 27 paragraph (2) of the 1945 Constitution, every citizen has the right to work and a livelihood in accordance with human dignity. This right underlines the state's obligation to provide a work environment that is not only conducive but also adaptive to developments in the era, including digitalization. The development of information technology in recent decades has created a new era of more flexible employment relations through the use of digital employment contracts. Digital employment contracts are one solution to meet the needs of modern employment relations amidst increasingly rapid digitalization .

Digital employment contracts refer to employment agreements that are created, agreed to, and stored in electronic form. Although Law No. 11 of 2008 concerning Electronic Information and Transactions (UU ITE) recognizes the validity of electronic documents as legal evidence, specific regulations related to digital employment contracts have not been adequately accommodated in Law No. 13 of 2003 concerning Manpower or Law No. 6 of 2023 concerning Job Creation. This raises several challenges, such as legal clarity regarding the

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validity of elements of digital employment contracts, technology-based dispute resolution mechanisms, and protection of workers' personal data.

In more detail, Article 52 of the Manpower Law states that an employment agreement is considered valid if it meets certain requirements, such as agreement between both parties, legal capacity, and the work agreed upon does not violate the law. However, this regulation has not explicitly accommodated digital mechanisms, resulting in diverse interpretations in its implementation. In addition, amid the surge in digital platform-based work and the gig economy, new challenges such as the neglect of workers' rights are also increasingly apparent.

Protection of workers' personal data listed in digital contracts is also a major issue, especially after the enactment of Law No. 27 of 2022 concerning Personal Data Protection. Article 15 of the PDP Law stipulates that parties processing personal data are required to ensure data security and prevent misuse. However, the implementation of this law in the employment context still lacks supervision.

In comparison, several developed countries have comprehensive regulations to protect workers in digital-based employment relationships. The European Union, through the European Framework Agreement on Telework, establishes a framework to ensure flexible working hours, data protection, and fair compensation . In the United States, regulations such as the Fair Labor Standards Act ensure overtime pay and worker protections, including in digital-based remote employment relationships.

Therefore, in-depth research is needed to examine how digital employment contract regulations can be integrated into the Indonesian employment law system. This research aims to provide adaptive policy recommendations and guarantee the protection of workers' rights in accordance with the values of justice in Article 27 paragraph (2) of the 1945 Constitution.

Based on the background description above, the author feels the need to limit the problem to prevent the topic from broadening in this study. Therefore, the author has formulated three problem formulations that will be the main focus of the study, namely: first, how are digital employment contracts regulated in employment law in Indonesia; second, what are the legal challenges faced in implementing digital employment contracts; and third, how are digital employment contracts regulated in other countries and what can be adopted by Indonesia. By limiting the research to these three aspects, it is hoped that it can produce an in-depth and relevant analysis of the issue of digital employment contracts in the context of Indonesian employment law.

This study has three main objectives that are interrelated and comprehensive. First, this study aims to analyze in depth the applicable legal regulations related to digital employment contracts in Indonesia, in order to understand the current legal framework. Second, this study seeks to identify various legal challenges that arise as a consequence of the implementation of digital employment contracts, so as to provide a clear picture of the gaps and problems that need to be addressed. Finally, based on the analysis and identification, this study aims to formulate concrete and applicable recommendations for the development of adaptive digital employment contract regulations in Indonesia, with the hope of making a significant contribution to the renewal of employment law in the digital era.

2. RESEARCH METHODS

This study uses a normative legal approach, which focuses on the analysis of laws and regulations, legal doctrines, and legal literature related to the regulation of digital employment contracts in the digitalization era and their implications for worker protection. This approach was chosen because of its ability to help understand legal phenomena that are developing in the digital era and assess the suitability of existing regulations with current needs. This type of research is descriptive analytical, aiming to comprehensively explain the regulation of digital employment contracts in the digitalization era, legal studies, and their implications for worker protection, and analyze the differences between applicable regulations and their implementation in the field.

The data sources used in this study consist of primary, secondary, and tertiary legal materials. Primary legal materials include relevant laws and regulations, such as the 1945 Constitution, the Manpower Law, the ITE Law, the Job Creation Law, and various related government regulations. Secondary legal materials include legal literature, scientific journals, and relevant research results, while tertiary legal materials include legal and language dictionaries. The main data collection technique is literature study, with the possibility of adding interviews as supporting data if necessary. Data analysis uses the legal interpretation method, which includes grammatical, systematic, historical, teleological, and comparative interpretations. This study uses a futuristic legal theory supported by predictive, adaptive, and constructive law, with a focus on sectors that are significantly affected by social and technological developments, such as *gig economy workers* in Indonesia.

3. DISCUSSION

Regulation of Digital Employment Contracts in Employment Law in Indonesia

Regulations regarding digital contracts in general have been regulated in Law Number 11 of 2008 concerning Electronic Information and Transactions as amended by Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Electronic Information and Transactions and last amended by Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions.

Digital contracts made and agreed upon through electronic media have valid and binding legal force. The ITE Law states that electronic information and/or electronic documents and their printed results are declared before the law as valid evidence. Based on Article 5 paragraph (1) of the ITE Law, it states:

> *"Electronic Information and/or Electronic Documents and/or printouts thereof constitute valid legal evidence."*

Thus, contracts made electronically are considered to have the same legal force as contracts made conventionally. The validity and binding of a digital contract must meet the requirements of the agreement as stipulated in the Civil Code (KUHPerdata) Article 1320. First, Agreement of the Parties, the Parties who bind themselves in an agreement must state their agreement in each clause and/or article written in the agreement. Second, Competence of the Parties, the Parties who act as subjects in the agreement, whether acting for and on behalf of themselves or acting for and on behalf of another party must have legal competence. Third, A certain matter, regarding the object of the agreement, must be explained in the agreement clearly and in detail so as not to cause ambiguity that has the potential to cause the agreement to be null and void. Fourth, Halal clause, everything stated in the agreement must not be contrary to law, morality, or public order.

In addition, as referred to in Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions (PP PSTE), electronic contracts must meet several requirements. First, the contract must be accessible and traceable, where all information in the contract must be re-accessible and have a traceable digital footprint. Second, the integrity of the information in the contract must be guaranteed, so that it must not undergo unauthorized changes. Third, the contract must be accountable to guarantee the identity of the parties involved, where the identity must be clear and accountable.

A digital contract is considered valid and has binding legal force if it meets the above requirements. In a digital contract, the most important component is the digital signature. The validity of an electronic signature is recognized if it meets the provisions stipulated in Article 11 paragraph (1) of the ITE Law. This article states that an electronic signature has legal force and valid legal consequences as long as it meets several requirements. First, the data for creating the electronic signature must be related only to the signatory. Second, the data for creating the electronic signature during the electronic signing process must be under the control of the signatory. Third, any changes to the electronic signature that occur after the time of signing must be known. Fourth, any changes to the electronic information related to the electronic signature after the time of signing must also be known. Fifth, there must be a specific method used to identify who the signatory is. Finally, there must be a specific method to show that the signatory has given consent to the related electronic information.

By fulfilling the above provisions, electronic signatures are considered valid and have the same legal force as conventional signatures. Although the existence of digital contracts has been legally recognized, their implementation still faces several challenges, including the following:

1. Protection of Workers' Rights

The absence of specific regulations regarding digital employment contracts, especially those working through digital platforms, gig economy, *remote working* , often do not receive normative rights as workers in the conventional sector do, such as minimum wages, clarity regarding working time arrangements and the right to obtain social security. This is because there are no clear and specific regulations regarding the regulation of digital employment relationships.

2. Legal certainty

The parties involved in digital employment relationships are in legal uncertainty, this is due to the absence of specific regulations that regulate the details of digital contracts.

3. Supervision and Law Enforcement

Limitations in the monitoring mechanism for the implementation of digital contracts make it difficult to ensure compliance of the parties in complying with applicable provisions.

Concrete and continuous steps are needed to address these challenges, such as the implementation of futuristic laws that are integrated with predictive, adaptive and constructive legal elements , this is very important so that every regulation that is born has a range of regulatory directions that are able to accommodate every dynamic of social and technological

development, besides that it also has a solid foundation that is able to provide real legal certainty and is able to provide the legal protection expected by all parties .

Furthermore, in order for the implementation of futuristic law to be realized, the following steps are needed. *First* , starting with the preparation of regulations that specifically regulate digital employment contracts . The government needs to prepare regulations that regulate digital contracts in detail, including the protection of the rights and guarantees of workers who work through digital platforms, which so far have not had clear provisions regarding this matter. *Second* , Optimizing the role of supervision, this is important to monitor the effectiveness of the implementation of digital employment contracts and ensure compliance of the parties with applicable regulations . *Third* , there needs to be socialization and education for workers and employers , this is important to provide an understanding of the rights and obligations of employment relationships in binding through digital contracts and the importance of compliance in fulfilling each provision set by applicable regulations.

Legal Challenges Faced in Implementing Digital Employment Contracts

Nowadays, there has been a tremendous disruption in the pattern of employment relations. Employment relations at this time have developed from the original conventional employment relations whose employment relationship arrangements are stated in a written document signed with wet ink between the employee and the employer, where this relationship pattern has been in accordance with what is regulated in the laws and regulations in the field of employment.

Then along with the development of social life and technology, where today many new jobs have emerged whose work does not always have to be carried out as is the case in the conventional sector which is bound by time and place. This new job promises a concept where people can be free to independently and flexibly adjust working hours, work agreement terms, place of work because they are not tied to one company in the long term, this phenomenon is known as the " *Gig Economy* " phenomenon or odd economy. The types of work carried out include work through digital platforms or not which are done remotely which do not recognize working hours and place of work, jobs like this include online drivers, *virtual assistants* , SEP Specialists, *Game Engineers* , *Network Analysts* , *Data Scientists* , and many others. This phenomenon ultimately has an impact on the pattern of work relationships and often the binding of work relationships through digital contracts and digital signatures.

As we know, that digital contracts that digital contracts made and agreed upon through electronic media have valid and binding legal force. The ITE Law states that electronic information and/or electronic documents and their printouts are declared before the law as valid

evidence. This means that digital contracts have been recognized and have binding legal force for the parties who make them.

Although the existence of digital contracts has been legally recognized, its implementation still faces several challenges, one of which is the lack of harmony and alignment of regulations on employment with the ITE Law, which according to the author can cause legal uncertainty and eliminate legal protection for workers who are bound by employment relationships through digital binding or digital employment contracts. The Employment Law has not yet accommodated regulations on digital contracts. In Law Number 13 of 2003, Law Number 6 of 2023 and Government Regulation Number 35 of 2021, all of them expressly agree that " *Employment Agreements are made in writing or verbally* ", in employment laws and regulations do not yet recognize the existence of digital employment contracts, this is feared to cause problems and/or anxiety for both workers and employers regarding the certainty of the validity of digital employment contracts and the impacts that will arise.

The existence of digital employment contracts can potentially lead to different interpretations in the field, especially for work that is done remotely (*remote working*) or through digital platforms. In employment relationships that are bound by digital contracts, problems that often arise and often become issues that arise are in the regulation of rights to wages, working hours, social security protection and layoffs. Because, workers who work on digital platforms, such as freelancers or *gig workers* , are often not considered formal workers so they do not get the rights they should get like workers in the conventional sector. Not to mention the challenges that may arise in relation to validity and legal evidence, when there is a dispute between workers and employers how to prove the validity of the digital signature or electronic information contained in the digital contract.

In the labor legislation , it is not explicitly stated that digital employment contracts are mentioned , there is only a clause that states " *employment agreements can be made in writing or verbally* " , if this is the case then it is clear that because labor legislation only mentions written and verbal agreements, then there will be an assumption that employment agreements made, agreed upon and signed digitally are considered invalid, and this will cause problems, especially for employers, when an employment agreement is made digitally, the agreement becomes invalid and/or null and void. Thus, PKWT workers whose employment agreements are made, agreed upon and signed digitally, their status by law changes from PKWT to PKWTT , which of course this change in status will also change workers' rights, social security and severance pay rights for pensions. This change in status from PKWT to PKWTT will certainly

also have an impact on employers and can even increase the company's operational burden in the midst of efficiency and savings that may be being carried out, because by changing the status of workers from PKWT to PKWTT, it will certainly provide many rights to workers.

In the provisions of Article 57 of Law Number 13 of 2003 as amended by the Job Creation Law, it only requires that an employment agreement must be made in " **writing** ...", as well as Government Regulation Number 35 of 2021, in the provisions of Article 2 paragraph (2) it expressly states that an employment agreement is made in " **writing or verbally** ". In other words, labor laws and regulations only recognize the type of written employment agreement in a physical document signed in wet paper by the parties who make it. There is not a single provision of the article in the labor laws and regulations, either Law 13/2003, the Job Creation Law and PP 35/2021 which explicitly regulates or recognizes electronic documents and/or digital employment contracts, as written employment agreements. Potential problems may arise, if no efforts are made to harmonize and/or align regulations which in essence expressly state that labor laws and regulations recognize or regulate digital employment contracts. In this case, a digital employment contract that is not recognized in "writing" can trigger a change in worker status, which of course increases the number of rights and other social security that must be received by workers, thus increasing the burden on employers. Of course, this can cause legal uncertainty, without explicit recognition in labor laws and regulations, digital employment contracts are vulnerable to being disputed for their validity in industrial relations courts. This uncertainty can cause losses for all parties, both for workers and employers related to the fulfillment of rights and obligations for each party.

Legal uncertainty does arise when digital contracts are used in the employment context that does not explicitly mention it in employment laws and regulations. However, in certain circumstances, employers can use the ITE Law (Law 11/2008 as amended by Law 19/2016), as a basis for arguing that digital employment contracts are legally valid as long as compliance with the fulfillment of the terms of the agreement in the Civil Code, the Employment Law and the ITE Law are met.

The provisions in the ITE Law stipulate that electronic documents, including digital contracts, have the same legal force as written documents . as long as it meets the provisions as referred to in Article 5 paragraph (1), it states that electronic documents and/or printed results are valid legal evidence and Article 11 paragraph (1), which states firmly that Electronic Signatures have legal force and valid legal consequences as long as they meet the requirements.

Although the ITE Law has clearly and firmly acknowledged that digital documents and/or digital contracts are recognized as having equal standing and have the same legal force as written documents signed in wet paper, it should be remembered that labor laws and regulations are *lex specialis* which regulate every employment agreement. Thus, it is clear because it has been expressly regulated in labor laws and regulations that employment agreements (work contracts) must be made in "writing". Therefore, it can be interpreted that employment agreements that are not made in "writing" do not have legal force which has the potential to cause disputes between employers and workers. Moreover, the ITE Law states firmly in Article 5 paragraph (4), that:

" *The provisions regarding Electronic Information and/or Electronic Documents as referred to in paragraph (1) do not apply to:*

a. *a letter which according to the law must be made in the form written; ....* "

The provisions of the article make it increasingly clear and obvious that the laws and regulations do not recognize the existence of a "digital employment contract". In other words, employment law only recognizes a valid and legally binding employment contract in the employment relationship between the employer and the employee, if the employment contract is made in writing and signed in wet form.

In the event of an employment dispute, employers who use digital employment contracts without clear provisions in employment laws and regulations are at risk of facing lawsuits. Quick steps from the government as the proposer and drafter of laws and regulations are certainly highly expected, to be able to revise employment laws and regulations that accommodate, recognize and regulate the position of digital documents and/or digital contracts as employment agreements whose validity is no longer in doubt before the law. This is to be in line with the ITE Law which has previously recognized the validity of digital documents and/or digital contracts.

Digital Employment Contract Arrangements in Other Countries

Digital contracts have long been recognized in Indonesia, with the enactment of Law Number 11 of 2008 concerning Electronic Information and Transactions (UUITE) providing recognition of digital contracts. As referred to in Article 17 which reads "agreements between parties made through an electronic system" is further defined as a series of electronic devices and procedures used to prepare, collect, process, analyze, store, display, announce, send, and/or distribute electronic information. This means that this digital contract is an agreement agreed upon by the parties made in accordance with the terms of the agreement, with only a very different media or method.

Article 13 of the ITE Law requires the use of certified electronic means, this is an effort to prevent people who want to argue or cheat after making a binding by arguing that the electronic contract is invalid and legally binding, because it is not explicitly recognized by law. The validity and binding of a digital contract must meet the requirements of the agreement as stipulated in the Civil Code (KUHPerdata) Article 1320, namely, Agreement of the Parties, Parties who bind themselves in an agreement must state their agreement in each clause and/or article written in the agreement. Competence of the Parties, Parties who act as subjects in the agreement, either acting for and on behalf of themselves or acting for and on behalf of another party must have legal competence. A certain matter, regarding the object of the agreement, must be explained in the agreement clearly and in detail so as not to cause ambiguity that has the potential to cause the agreement to be null and void. Halal clause, everything stated in the agreement must not be contrary to law, morality, or public order.

In addition, as referred to in Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions (PP PSTE) stipulates that electronic contracts must meet the following requirements: Accessible and traceable, all information in the contract must be re-accessible and its digital footprint can be traced. Its integrity can be guaranteed, the information in the contract must not undergo unauthorized changes. Can be accounted for so as to guarantee the identity of the parties, The identities of the parties involved must be clear and accountable.

Based on the above conditions, in order to have binding and legal force, digital contracts must meet these requirements. Although the existence of digital contracts has been legally recognized, their implementation still faces several challenges, one of which is the lack of harmony and alignment of regulations on employment with the ITE Law, which can cause legal uncertainty and eliminate legal protection for workers who are bound in employment relationships through digital binding or digital employment contracts. The Employment Law has not yet accommodated regulations on digital contracts. In Law Number 13 of 2003, Law Number 6 of 2023 and Government Regulation Number 35 of 2021, all of them expressly agree that " *Employment Agreements are made in writing or verbally* ", in employment laws and regulations do not yet recognize the existence of digital employment contracts, this is feared to cause problems and/or anxiety for both workers and employers regarding the certainty of the validity of digital employment contracts and the impacts that will arise.

In response to the above problems, the government must immediately take quick steps to immediately regulate and/or harmonize and align the Manpower Law with the UUITE, especially regarding digital work agreements and/or digital work contracts. This step is

important to be taken immediately, considering that the pattern of work relationships through platforms, *Freelancers* or known as *the gig economy* and *remote working* are becoming a trending job. In 2019, the number of gig economy workers in Indonesia reached 2.5 million workers (Izza & others, 2024)and this number is predicted to increase from year to year. In fact, according to a report entitled Gig Economy Market Size from Business Research Insight, throughout 2024, the market share of this work model reached US$556.7 billion. They predict that by 2032, the number will increase threefold to US$1,847 billion. (Venda, 2025)This data shows that the government must immediately take real steps, so that these gig economy workers whose work agreements are bound through digital documents, these digital documents and/or digital work contracts are explicitly recognized and have the same legal standing as work agreements and/or work contracts made conventionally. Thus, the potential for disputes and legal problems in the employment relationship between employers and workers bound by digital contracts can be avoided, in addition, worker protection is also more likely to occur because of the legal certainty that regulates the existence of digital work contracts.

In drafting regulations so that digital work contracts can be recognized in labor laws and regulations, the government can adopt other countries that have previously enacted regulations on the protection of *gig economy workers* , including digital work contracts. For example, Singapore has enacted the Platform Workers Act on January 1, 2025 as announced by the Ministry of Manpower on December 17, 2024. Based on this Act, platform workers will receive better protection in three areas, namely (Allen & Gledhill, 2025)(1) housing and adequate pension through contributions from the Central Provident Fund (*CPF*) by both operators and workers, (2) financial compensation if workers are injured at work, and (3) a legal framework for representation, in this case forming a trade union as a forum for the aspirations of workers working in the platform world. The Act requires platform operators to provide Work Injury Compensation ("WIC") insurance *to* their platform workers with the same coverage as employees under the Work Injury Compensation Act 2019. Workers who are injured while performing their work can notify their employer so that they can file a WIC claim. Singapore's employment law is very flexible in accommodating digital employment contracts. Then to accommodate the use of electronic documents and digital signatures as well as digital employment contracts, it is supported by the Electronic Transactions Act, which regulates the validity of electronic signatures and digital contracts.

In addition to Singapore, many developed countries have enacted laws on the protection of *gig economy workers* and their digital contract arrangements. For example, America with *the Fair Labor Standards Act* (FLSA) which recognizes digital work contracts, with the

provision that the work contract made must meet the minimum wage and overtime payment standards. The American government has also drawn up regulations involving labor unions in order to strengthen the presence of workers in *the gig economy* .

Unlike Singapore and America which establish regulations through the legislative process, in the UK which still adheres to customary law employment law distinguishes between employees and independent contractors or employment agreements and service agreements. In UK employment law, there is a distinction between employment agreements and service agreements, as well as a distinction between employees and independent contractors. Through the decision of the UK Supreme Court (2018) EWCA Civ 2748 Case No: A2/2017/3467, the court tried Uber and changed the status of its drivers to workers who are entitled to more protection. This happened on February 19, 2021. This decision will reclassify 70,000 Uber drivers in the UK. They will receive minimum wage, holiday pay, and access to a pension plan. The judge ruled that the employment contract between Uber and the drivers did not reflect day-to-day work. Although the employment contract stated that the drivers were independent contractors, the judge found that Uber drivers did not have the ability to negotiate how their employment contract was regulated, and the employment contract did not include the rights that workers should have under the UK Employment Act. The UK Supreme Court judgment in Uber BV v. Aslam (2018) EWCA Civ 2748 is an important step towards protecting workers' rights in the gig economy and ensuring that digital platforms comply with applicable employment law.

Amsterdam District Court Ruling (ECLI:NL:RBAM:2021:5029) Rechtbank Amsterdam Zaaknummer 8937120 CV EXPL 20-22882. This ruling, along with a UK Court ruling that Uber drivers are workers, makes them no longer independent contractors. This ruling is a major victory for workers' rights in the gig economy, and could have major implications for other gig economy companies in Europe. FNV brought the case, arguing that Uber drivers should be classified as employees because Uber has significant control over their work and drivers are financially dependent on the company. Additionally, unions argued that Uber sets rates and terms of service, and drivers are unable to discuss rates or working conditions. Some business groups have expressed concerns about the impact of this ruling on the gig economy, but many workers and unions see the ruling as a victory for workers' rights in the gig economy. They claim that the Amsterdam District Court's March 2021 ruling is a major victory for gig economy workers' rights, and could change the way *gig economy companies* operate and treat their workers. (Qolbi Hanif & Aidul Fitriciada, 2023)

Employment laws in Indonesia do not yet recognize digital work agreements and/or digital work contracts, but from countries that have already prepared regulations on the protection of *gig economy workers* along with the regulations on digital work agreements and/or digital work contracts above, they can be a role model for Indonesia to be able to immediately prepare regulations on digital work agreements and/or digital work contracts. In terms of legal construction regarding digital documents, digital contracts and digital signatures, there is already a UUITE that regulates this, then for the protection of personal data which will definitely be contained as digital information in digital documents that must be protected to avoid unauthorized and unlawful use, in Indonesia there is already Law Number 27 of 2022 concerning Protection of Personal Data.

So, actually the means to realize the recognition of digital work agreements and/or digital work contracts so that they have binding legal force and the same legal standing as conventional work agreements is a very easy thing to do. By harmonizing and aligning UUITE, the Personal Data Protection Law with the Manpower Law, not only does it create digital work agreements and/or digital work contracts so that they have binding legal force and the same legal standing as conventional work agreements, but it also has very big implications for the protection of *gig economy workers* as an impact of the government's role in providing legal certainty to provide legal protection for its citizens.

Legal certainty and legal protection for platform workers that emerge as a result of digital work agreements and/or digital work contracts are accommodated and recognized as valid in employment law is real evidence that the state is present to answer the challenges of social and technological dynamics that continue to develop rapidly. Thus, it is very important in drafting a regulation to be based on futuristic law that can be a means for the birth of a predictive, adaptive and constructive regulatory model , so that the law truly plays a role in answering all challenges presented by social and technological dynamics. So the ideal of law to always provide legal certainty and protection is not just a normative dream, but is a real impact arising from an ideal regulation where the means is futuristic law.

4. CONCLUSION

Indonesia has recognized the validity of digital contracts through the ITE Law and PP PSTE, but its implementation still faces challenges, especially in protecting the rights of gig economy workers. To overcome this, a futuristic legal approach is needed that includes the preparation of special regulations on digital contracts, optimization of supervision, and socialization and education for workers and employers. The disharmony between the

Manpower Law and the ITE Law creates legal uncertainty, especially regarding the status of employment relationships and social security of gig workers. Therefore, harmonization and alignment of employment regulations are needed to be in line with technological developments. The experience of countries such as Singapore, America, England, and the Netherlands in regulating digital work agreements can be a reference for Indonesia to create regulations that are more inclusive, futuristic, and able to provide certainty and legal protection for all parties in digital-based employment relationships.

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Undang-Undang Nomor 19 Tahun 2016 tentang Perubahan atas Undang-Undang Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik.

Undang-Undang Nomor 6 Tahun 2023 tentang Cipta Kerja.

Undang-Undang Nomor 27 Tahun 2022 tentang Perlindungan Data Pribadi.

Peraturan Pemerintah No. 35 Tahun 2021 tentang Perjanjian Kerja Waktu Tertentu, Alih Daya, Waktu Kerja dan Waktu Istirahat, dan Pemutusan Hubungan Kerja.