

Legal Certainty in Providing Labor Protection Guarantees for Home Workers in Indonesian Labor Law

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Abstract

In Indonesia and in developed and even developing countries, labor is divided into two, namely, formal labor and informal labor. Homeworkers are considered not to be employed by “employers” directly because they are sub-contracted or in other words informal workers, they are not given the protection provided by law to other workers (workers in the formal sector). The purpose of this study is to determine and analyze the legal uncertainty in providing labor protection guarantees for home workers in Indonesian labor law and to understand and analyze a form of legal certainty in providing home worker protection guarantees in Indonesian labor law. This research method is a normative legal research with a normative juridical approach and analyzed qualitatively. The results of this study provide the conclusion that the current Manpower Law does not specifically and specifically address homeworkers causing legal uncertainty of protection guarantees for homeworkers and efforts that can be made to provide legal certainty for the protection of homeworkers are to ensure that homeworkers carry out their work based on work agreements, and the Government through the Ministry of Manpower must immediately make and pass laws that clearly and explicitly regulate the labor rights of homeworkers.

Keywords: Employment Law, Home Workers, Labor

INTRODUCTION

Legal certainty over the provision of legal protection guarantees for workers both formal and informal workers such as home workers in labor law in the Unitary State of the Republic of Indonesia (NKRI) can be seen based on the legal ideals contained in Pancasila that Indonesia is a welfare state that upholds human dignity and dignity towards a just and prosperous society, both materially and spiritually (Muhlashin, 2021).

The welfare state basically refers to the active role of the state in managing and organizing the economy, which includes the responsibility of the state to ensure the availability of a certain level of basic welfare services for its citizens (Riyanto & Kovalenko, 2023).

In Indonesia and in developed and even developing countries, labor is divided into two, namely, formal labor and informal labor. Formal workers are workers who work for companies as skilled workers. They have stronger legal protection, official work contracts and are in legal organizations. Informal workers, on the other hand, are workers who are responsible for individuals with a strong legal entity and are only based on agreements. Those included in the informal workforce, one of which is rarely exposed to the public and is often overlooked by the Government, are homeworkers (Husen & Sulaiman, 2022).

This definition of homeworkers includes the common elements of an employment relationship-employment, wages and a defined degree of subordination. In the Indonesian context, the existence of these elements of an employment relationship determines the level of coverage of national labor laws. 'Homeworkers' must be bound by an employment relationship to receive legal protection. As there is usually no direct oversight by employers or contractors of homeworkers' employment and contribution to the production process, there is a general lack of understanding among local government officials as well as employers and workers about the relationship and responsibilities of employers towards homeworkers in Indonesia (Fajerman, 2014).

The phrase "every citizen" in Article 27(2) of the 1945 Constitution and the phrase "every person" in Article 28D(2) of the 1945 Constitution indicate that both Articles are intended to apply to all people and all citizens without exception, including homeworkers. These rights and protections should also be given to them as recognition of their existence in Indonesia for the realization of social justice as mandated by the 1945 Constitution (El Muhtaj, 2009).

Departing from the state's commitment, Law Number 13 Year 2003 on Manpower (Manpower Law) was established as a legal umbrella for workers/laborers, which should also provide legal protection to homeworkers as a manifestation of the mandate of the 1945 Constitution which is a regulation hierarchically higher in position than the Manpower Law. However, the Manpower Law apparently only provides legal protection for workers/laborers in the formal sector and has not provided a guarantee of legal protection for homeworkers where they are included in the category of working in the informal sector, even though they are people who work by receiving wages or other forms of compensation, as stated in the general provisions of Article 1 paragraph (3) of the Manpower Law (Flambonita, 2019).

Homeworkers are considered not to be employed by "employers" directly because they are sub-contracted or in other words, informal workers, they are not given the protection that the law gives to other workers (workers in the formal sector). Based on the interpretation of the substance of the law, the existence of home workers does not legally receive legal protection. Normatively, the Manpower Law does not explicitly regulate homeworkers. However, this does not mean that homeworkers do not have access to legal certainty and legal protection (Flambonita, 2019).

In July 2022, a petition for judicial review was filed by the Domestic Workers on the Labor Law against the 1945 Constitution. The Plaintiffs in the application for judicial review of the Labor Law are house workers who obtain work and work orders verbally, and get an

average weekly wage of IDR 50,000,00 (fifty thousand rupiah) to IDR 400,000,00 (four hundred rupiah). The Applicant as an Indonesian Citizen (WNI) feels that his constitutional rights to recognition, equality before the law, the right to be free from discriminatory treatment on any basis, and fair and decent treatment as a worker in an employment relationship have been impaired. However, this is not recognized by the Government Agency responsible for manpower, in this case the Ministry of Manpower, which is then also followed by the Manpower Offices in various Provincial and Regency/City areas (Joka & Sutopo, 2018).

In 2017, the Plaintiffs had a hearing with the Ministry of Manpower to question the legal protection status of homeworkers as workers and the status of employment relationships under the Manpower Law. However, the Ministry of Manpower responded that the term homemaker is not known in the Manpower Law, the majority of employers who have legal relationships with homeworkers cannot be categorized as employers, although if referring to the definition of workers in the Manpower Law, homeworkers can be categorized as workers. Based on this, the Home Workers applied for a judicial review of the Manpower Law against the 1945 Constitution of the Republic of Indonesia and it has been decided in (Constitutional Court Decision Number 75/PUU-XX/2022).

Based on the above background, the researcher formulates the research objectives, namely to understand and analyze legal uncertainty in providing labor protection guarantees for home workers in Indonesian labor law, and to understand and analyze a form of legal certainty in providing home worker protection guarantees in Indonesian labor law.

RESEARCH METHODS

This research is normative legal research, namely research by examining and analyzing the substance of laws and regulations that are closely related to the library on the subject matter or legal issues in consistency with existing legal principles.

Normative juridical research is approached from the angle of legal science so that this research can get a comprehensive picture of the problems in this study, but this approach is not political and only provides support for the juridical approach. The method of data collection is through the study of documents or library materials which is library research.

DISCUSSION

Factors Causing Legal Uncertainty on Labor Protection for Home Workers in Indonesian Labor Law

Currently, Indonesia is experiencing a demographic bonus, so human resources, especially young people and women, are crucial to prioritize in Indonesia's future development programs. Developing the knowledge and skills of this active workforce is important in order to compete in the labor market in the era of globalization. Otherwise, this workforce will only be able to access jobs that require low skills, with low wages and without proper protection. This situation will make the workforce very vulnerable, which in turn has the potential to become a burden to the state. In this context, one type of workforce that needs special attention from the Government is homeworkers, of which 87% involve women. So far, the type of work carried out by workers in home work, better known as homeworkers, has been categorized as work in the formal economic sector (Otang, 2018).

The difficulty of getting a better job has caused some people to reluctantly engage in informal work, one of which is becoming a homemaker. The Labor Law does not explicitly cover homeworkers, however, homeworkers can be considered as permanent workers in an employment relationship as regulated by the law. Homeworkers fulfill the definition of employment relationship set out in Article 1 point 5, namely the elements of order, wage and work. However, in practice, homeworkers are excluded from the scope of the Manpower Law

due to the absence of consensus on the legal status of homeworkers as well as the general opinion in Indonesia that the Manpower Law only applies to workers in formal employment and not to workers in the informal economy.

Homeworkers themselves are not widely known in Indonesia, this is because there are no specific regulations related to the existence of homeworkers. In addition, homeworkers are also often disguised as independent businesses, considering that the production process carried out by homeworkers is carried out in the area of their homes, even the general public thinks that what is meant by a homemaker is a domestic worker (Fajerman, 2014).

Indonesia as a country is idealized and aspired by the founding father as a country with the concept of the State of Law (*Rechtsstaat*/The Rule of Law). As has been emphasized in Article 1 paragraph (3) of the 1945 Constitution that the State of Indonesia is a State of Law. One of the principles in the rule of law is the protection of human rights (Andryan, 2018).

In terms of home workers, so far they have not received legal certainty over the guarantee of legal protection for home workers due to several factors. The purpose of legal protection as stated in Article 4 of the Manpower Law is to provide protection to workers in realizing welfare and improving the welfare of workers and their families.

One of the factors contributing to the legal uncertainty of protection guarantees for homeworkers is that the absence of a clear official definition of homeworkers contributes to confusion among industrial relations actors and government officials about who homeworkers are. The lack of explicit recognition of the legal status of homeworkers and the employment relationship between homeworkers and employers (and their intermediaries) also contributes to inconsistent understanding of the legal status of homeworkers as workers. While there is scope for the Labor Law to apply to homeworkers, and a series of authoritative interpretations by the Ministry of Manpower that are roughly in this sense, greater efforts are needed to bring about a clear and consistent understanding of homeworkers and their legal status.

One of the factors resulting in legal uncertainty over the protection of homeworkers is the broad definition of “employment relationship” as stipulated in Article 1 point 15 of the Manpower Law. The article explains that employment is a relationship between employers and workers based on a work agreement in which there are elements of work, wages and work orders.

Another factor causing legal uncertainty in the protection of homeworkers is the legal status of homeworkers. There is a gap in Indonesian labor law regarding the legal status of homeworkers’ helpers. Labor law does not regulate whether or not homeworkers (or workers, for that matter) may seek assistance from others to complete their work. This loophole in the law has far-reaching consequences. The absence of a clear prohibition on the use of homework helpers creates difficulties in understanding the rights of homework helpers and the roles and responsibilities of homeworkers who employ such helpers. Indonesian law also does not stipulate whether and to what extent employers are liable for home-based helpers.

In addition, this gap in the law gives employers the opportunity to further evade their responsibilities as employers by putting homeworkers in the position of an ‘employer’. In some cases an employer may hire a homemaker and require the homemaker to act as both a homemaker and an intermediary in the sense that they will be responsible for distributing and collecting work from other homeworkers in their community (Yustisia, 2024). To avoid multiple employment relationships with multiple homeworkers, alternatively, the employer may burden a homemaker with excessive work orders that cannot be completed by a single worker. This would force the homemaker into a situation where she is forced to seek assistance from additional labor, thus positioning herself as a semi-employer of homemaker helpers. This system of work allocation adds another layer to an already complex supply chain and potentially has the effect of shifting the risk and responsibility of the employer onto highly

vulnerable homeworkers-workers without the capacity to assume the responsibility of the employer (Fajerman, 2014).

Based on Article 66 paragraph (4) in *juncto* with Article 65 paragraph (8) of the Manpower Law which basically explains that employers are only permitted to involve third parties who are legal entities and through written agreements to carry out subcontracting or outsourcing arrangements. The nature of the work to be subcontracted or outsourced must be a secondary or complementary activity, also known as “non-core business”, to the main activity of the company. If all these requirements are met, the entity that will perform the outsourcing or subcontracting work takes full responsibility for ensuring the working conditions, benefits and rights of the workers directly employed by them.

However, if one of the requirements is not met, there is no written agreement, the legal status of the individual or entity that will perform the subcontracted or outsourced work, or the work to be subcontracted or outsourced is not the main activity, the main company that uses the services of a worker provider or that contracts the work to a contractor must be legally responsible for the work and fulfillment of the work requirements of the workers provided by the worker service provider or contractor. The concept of the main contractor’s obligation is designed to protect workers from employers who abuse subcontracting arrangements to avoid responsibility as emphasized in the consideration of (Constitutional Court Judges in Constitutional Court Decision Number 27/PUU-IX/2011).

Based on the descriptions that researchers have conveyed above regarding the factors that cause legal uncertainty regarding the guarantee of protection for home workers, these factors are experienced by the Plaintiffs in Constitutional Court Decision Number 75/PUU-XX/2022. The Plaintiffs are homeworkers who individually work at home or in other words are not in a company environment, but get a job order from an intermediary as an employer to do a job in the form of goods/services. The intermediary employers are individuals who receive orders from companies or individuals who receive orders from employees of work contracting companies. In other words, work orders were given indirectly from the main employer (company) to individuals (private) through an intermediary who coordinated with the Plaintiffs as homeworkers. So it can be concluded that there are 2 (two) layers of employers, namely the producer company (as the main employer) and an intermediary (as the second employer).

This raises legal consequences in the form of legal certainty to respect each other and fulfill the rights and obligations that have been normatively determined by the Manpower Law for both parties bound in the employment relationship, namely workers and employers or employers. However, this is not recognized by the Government Agency responsible for manpower, in this case the Ministry of Manpower, which is then also followed by the Manpower Offices in various Provincial and Regency/City areas.

Normatively, legal certainty can be realized if regulations are made and promulgated with certainty because they regulate clearly and logically. Clear in the sense that it does not cause doubts (multiple interpretations) and logical in the sense that it becomes a system of norms with other norms so that it does not clash or cause norm conflicts. Norm conflicts arising from rule uncertainty can take the form of norm contestation, norm reduction or norm distortion (Wirawan & Komuna, 2021). Thus, to realize legal certainty on the protection of home workers, the Government must issue a clear and logical regulation that can be used as a legal umbrella by home workers in demanding their rights as workers and provide legal certainty on the legal position of home workers in Indonesian labor law.

Efforts to Build a Form of Legal Certainty in Providing Home Workers Protection Guarantees in Indonesian Labor Law

The purpose of legal protection as stated in Article 4 of the Manpower Law is to provide protection to workers in realizing welfare and improving the welfare of workers and their families. Given the important role of labor or workers in a company, the purpose of legal protection of labor must be implemented properly. Without having to distinguish one from the other because basically every worker is entitled to protection. In addition, considering that labor has risks, that way if there is a balance between rights and obligations, the work relationship can run smoothly.

The rights of homeworkers that are often violated are the right to wages, the right to limit working hours, the right to rest, the right to holidays, the right to leave the house, the right to communicate, the right to organize, the right to humane treatment, the right to social security. This phenomenon contradicts the 1945 Constitution Article 28D paragraph (2), which states that, "Everyone has the right to work and to receive fair and appropriate remuneration and treatment in employment."

Researchers can say that currently the applicable regulations that specifically mention homeworkers in the home industry are only the Minister of Women's Empowerment and Child Protection Regulation Number 2 of 2016 concerning General Guidelines for the Development of Home Industries to Improve Family Welfare through Women's Empowerment. However, in the opinion of the researcher, this regulation cannot be used as an implementing regulation of the Manpower Law, especially regarding work relations. Moreover, the regulation does not specify the rights of homeworkers such as wage standardization, working hours and rest periods, weekly leave, annual leave, the right to communicate and unionize, and written and non-verbal agreements. Because in essence, the regulation specifically regulates the guidelines for building a home industry with women as homeworkers.

Thus, there is a deficiency in the regulation, which is contrary to the 1945 Constitution, especially regarding the equality and equality of every citizen without distinction before the law. This is ironic because as a country that upholds human rights, there is no political will from the government to protect homeworkers as a whole.

The definition of legal certainty can be understood based on the opinion of legal experts, namely Sudikno Mertokusumo, who explained that legal certainty is the protection of justice against arbitrary actions, which means that a person will be able to get something expected in certain circumstances (Mertokusumo & Pitlo, 2013). Apart from Sudikno Mertokusumo opinion, as a comparison to understand the meaning of legal certainty, we can also use the official translation from the National Law Development Agency (BPHN) which explains that legal certainty is the protection of justice against arbitrary actions which means that a person will be able to obtain something that is expected in certain circumstances (Erawaty, 1999).

For this reason, efforts are needed to build legal certainty in providing home worker protection guarantees in Indonesian labor law. According to Imam Soepomo's opinion, which explains that legal protection of workers (labor) is divided into 3 (three) types, including the following:

1. Economic protection, which is a type of protection related to efforts to provide workers with an income that is sufficient to meet the daily needs of him and his family, including in the event that the worker is unable to work due to something beyond his will. This protection is called social security;
2. Social protection, which is a protection related to community efforts, with the aim of enabling workers to enjoy and develop their lives as human beings in general, and as members of the community and family members. This protection is called occupational health; and

3. Technical protection, which is a type of protection related to efforts to protect workers from the danger of accidents that can be caused by aircraft or other work tools or by materials processed or worked on by the company. This protection is called occupational safety (Soepomo, 2005).

In Constitutional Court Decision Number 75/PUU-XX/2022, which is the research data in this study, the Plaintiffs filed a petition for judicial review of Article 1 number 15 and Article 50 of the Labor Law against the 1945 Constitution because they were considered to provide legal uncertainty to the Plaintiffs, especially regarding the status of the Plaintiffs as home workers in the “employment relationship” regulated in the two Articles.

However, in the legal considerations delivered by the Panel of Judges of the Constitutional Court who examined and decided the case, it was explained that if Article 1 number 15 of the Manpower Law added the phrase “employer” as desired by the Plaintiffs, it was not appropriate, because according to the Panel of Judges of the Constitutional Court, Article 1 number 15 and Article 50 of the Manpower Law were indeed constructed to regulate the employment relationship between employers and workers/laborers which refers to employment agreements which in principle are made in writing, but are possible orally by looking at the diverse conditions of society. The employment agreement contains the rights and obligations of both parties.

The Manpower Law has regulated in detail about what provisions must be in a work agreement, namely that in a work agreement between an employer and a worker/labor made in writing at least contains the name, address of the company, and type of business, name, gender, age, and address of the worker/laborer, position or type of work, place of work, amount of wages and method of payment, working conditions containing the rights and obligations of employers and workers/laborers, the start and period of validity of the work agreement, the place and date the work agreement is made and the signatures of the parties to the work agreement as stipulated in Article 54 paragraph (1) of the Manpower Law. With regard to the elements of the amount of wages and the method of payment as well as working conditions containing the rights and obligations of employers and workers/laborers in the employment agreement are content material that may not conflict with company regulations, collective labor agreements, and applicable laws and regulations in Article 54 paragraph (2) of the Manpower Law.

Based on the opinion of the Panel of Judges of the Constitutional Court mentioned above, the researcher is of the opinion that in the presence of the Panel of Judges of the Constitutional Court, the form of legal certainty of homeworkers is that workers must carry out their work in an employment relationship with an employer or employer based on a work agreement made in writing and based on the terms of the work agreement that has been regulated in Article 54 paragraph (1) and paragraph (2) of the Manpower Law. The existence of special requirements or provisions in the employment agreement ultimately aims to provide protection and guarantee of legal certainty for homeworkers.

In the researcher’s opinion, if we refer to the entire contents of the Manpower Law and all regulations relating to employment, it can be seen that they only regulate work norms in general. As an effort to build legal certainty of labor protection guarantees for homeworkers, the workers must carry out their work based on a work agreement made in writing. This is also a form of legal certainty, because the written agreement can be used to accommodate the legal needs of the workers for working conditions that are not regulated in the regulations and the Manpower Law. Indeed, in terms of agreements, the principle of *pacta sunt servanda* can be found in Article 1388 of the Civil Code (KUHPer). The article explains that all agreements made legally, apply as laws for those who make them. Thus, homeworkers who carry out their

work based on a work agreement can make the work agreement a law that provides legal certainty to them.

Home workers are informal workers so that a form of protection can be arranged in the form of employment relationships using a Specific Time Work Agreement (PKWT) through a daily work agreement in accordance with the provisions of Article 10 of Government Regulation Number 35 of 2021 concerning Specific Time Work Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment.

With the establishment and agreement of a daily work agreement which is based on the provisions of Article 10 of Government Regulation No. 35 of 2021 concerning Certain Time Work Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment, homeworkers carry out their work with a legal basis in the form of a daily work agreement which can be a form of legal certainty for the guarantee of labor protection of homeworkers when the employer or employer does not fulfill the rights of homeworkers that have been regulated and agreed upon in the daily work agreement and which are regulated in Government Regulation Number 35 of 2021 concerning Fixed-Term Employment Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment.

In the opinion of the Panel of Judges of the Constitutional Court in Constitutional Court Decision No. 75/PUU-XX/2022, in the case experienced by the Plaintiffs as homeworkers there is no employment relationship with the employer because the work they do is obtained from employers or intermediaries who are not bound by a work agreement and get work only with verbal orders, of course, it is a part that must be considered by the Government, in this case the ministry that handles labor affairs in order to immediately make special or more specific rules for homeworkers so that the rights of homeworkers can be regulated in it.

The regulation can be realized through the authority to regulate by the minister in charge of manpower affairs or through regional regulations so that the rights of homeworkers can be well protected and the welfare of homeworkers can also be maintained in accordance with the conditions of each region. Such regulation is due to the fact that homeworkers have different characteristics from formal workers. Moreover, as stipulated in Article 3 of the Manpower Law that manpower development is carried out on the principle of integration through cross-sectoral functional coordination at the central and regional levels, so that the state's duties and responsibilities towards homeworkers can be carried out by both the Central and Regional Governments. This should be done immediately as an effort from the state, in this case represented by the Central Government and Regional Governments, to provide protection and welfare to homeworkers as part of a strategic policy in an effort to expand employment opportunities for the community.

The opinion of the Panel of Judges of the Court is in line with the legal opinion submitted by the House of Representatives (DPR) in the Constitutional Court Decision Number 75/PUU-XX/2022. The DPR said that efforts have been made by the state for people working in the informal sector with other arrangements such as protection of labor social security and protection of migrant workers. Currently, the DPR is in the process of drafting the Domestic Workers Protection Bill (RUU PPRT) which is included in the 2022 Priority National Legislation Program (Prolegnas Priority) Number 16 as an initiative proposal of the DPR. In the bill, the House of Representatives considers the inclusion of arrangements regarding home workers as an addition considering the large number of Indonesian people who work as home workers who need legal protection, certainty and guarantees of their rights. Although in the Priority Prolegnas it is listed as the PPRT Bill, but in its development, during the discussion there may be adjustments to the title of the existing provisions and become the content material of the Bill. Therefore, the Petitioners are expected to convey their input, suggestions, and

aspirations to the DPR as materials, data and information in the preparation of further regulation of Home Workers.

In 2013, the Indonesian Employers Association (Apindo) in collaboration with the Australian Government Department of Foreign Affairs and Trade, and the ILO issued a Good Practice Guide for Employing Homeworkers. The guide was created to help employers understand their roles and responsibilities in relation to homeworkers, and to provide guidance for employers on how to engage homeworkers in a responsible manner (Asosiasi Pengusaha Indonesia (APINDO), 2013). In the guideline issued by Apindo above, there are efforts that can be made by related parties in the field of labor to build legal certainty of protection guarantees for homeworkers.

In the researcher's opinion, the scope of the contents of the Good Practice Guideline for Employing Home Workers for Employers issued by Apindo is quite clear and firm in regulating the responsibilities of employers and employers in employing home workers. However, it is not enough because the guidelines issued by Apindo are not legally binding because they are only in the form of guidelines and procedures for employers and employers. The guidelines also do not formulate the obligation for employers to follow the guidelines, and there are no sanctions stipulated if employers do not implement the guidelines. However, the guidelines can be used as reference material by the DPR in creating a homeworker law in the future.

In 2020, there was a breath of fresh air for homeworkers, because the Government issued Law Number 11 of 2020 concerning Job Creation (Job Creation Law). However, from the many articles regulated in the Job Creation Law, namely there are 15 chapters and consist of 186 articles, if we read carefully and carefully, it can be seen that there is no *irah-irah* in these articles that mention and regulate homeworkers. Similarly, after the amendment of the Job Creation Law into Government Regulation in Lieu of Law Number 2 of 2022 on Job Creation, there is still no regulation on homeworkers. This is really sad and concerning because the government's efforts in the field of employment have not been able to realize justice for homeworkers.

For this reason, the most concrete effort that can be made in building legal certainty towards the protection of homeworkers according to the researcher is to ensure that every homeworker carries out his work based on a work agreement made in writing, this is because a work agreement made in writing can be strong evidence before the Judge in front of the trial, because it can be seen from the Constitutional Court Decision Number 75/PUU-XX/2022, where one of the reasons the Panel of Judges rejected the Petitioners' application was because the Panel of Judges could not find evidence that the Petitioners were parties included in the employment relationship regulated in the Manpower Law due to the absence of evidence of a written work agreement. Although the Constitutional Court Decision Number 75/PUU-XX/2022 rejected the petition of the Plaintiffs, the Panel of Judges of the Constitutional Court provided recommendations for efforts to provide legal certainty for the protection of homeworkers, namely by emphasizing to the Ministry of Manpower to immediately be able to make special and specific rules for homeworkers so that the rights of homeworkers can be regulated in it.

Another concrete effort to build legal certainty towards the protection of homeworkers in the researcher's opinion is that employers and employers are obliged to implement the contents of the Good Practice Guidelines for Employing Homeworkers for Employers issued by Apindo. Thus, if these efforts have been implemented, it will create legal certainty for homeworkers.

CONCLUSION

Factors causing legal uncertainty on labor protection for homeworkers in Indonesian labor law include the absence of specific regulation on homeworkers in the Manpower Law, the absence of a clear official definition of homeworkers which contributes to confusion among industrial relations actors and government officials on who is a homemaker, the broad definition of “employment relationship” stipulated in Article 1 point 15 of the Manpower Law, and in practice in Indonesia many homeworkers work only based on employment agreements made orally and not in writing which results in the absence of consensus on the legal status of homeworkers.

Efforts to build a form of legal certainty in providing protection guarantees for homeworkers in Indonesian labor law can be done by ensuring homeworkers to work based on a work agreement made in writing, the work agreement can be made in writing in the form of a Specified Time Work Agreement as stipulated in Article 10 of Government Regulation Number 35 of 2021 concerning Specified Time Work Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment. Employers and employers are responsible for ensuring that homeworkers are given jobs with written agreements that include the homemaker's personal data, the duration of the work agreement, the duties and responsibilities of the worker, the employer, the entrepreneur, the procedures for providing wages, working hours, recognition of the right of homeworkers to be able to associate and form unions, and recognition of social security for homeworkers. Other efforts can only be made by the Government through the Ministry of Manpower and the House of Representatives to immediately create and ratify regulations that specifically and specifically regulate the rights of homeworkers.

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