

EMPLOYMENT SOCIAL INSURANCE ARRANGEMENTS FOR ONLINE TRANSPORTATION DRIVERS BASED ON A PROGRESSIVE LEGAL PERSPECTIVE

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Abstract

The presence of online transportation provides great benefits because it has created jobs to become online transportation drivers. However, there are many problems regarding online transportation drivers due to the lack of regulations governing them, one of which is regarding Social Insurance. This research is normative legal research, data collection technique is done by literature study, and data analysis is done by the descriptive method. The results of the study show that social insurance regulations for online transportation drivers need to be made immediately. This is important to be noticed by the government because online transportation drivers do not get the rights that workers get in the Manpower Act, one of which is the right to obtain social insurance. That is because the legal relationship between the online transportation application provider company and the online transportation driver is not classified as a "work agreement", but a "partnership agreement". The problem of the legal vacuum can be viewed from the perspective of progressive law known as the spirit of "law for humans". Social insurance regulations for online transportation drivers need to be made immediately considering the great work risks that online transportation drivers have to face.

Keywords: Progressive law; Social insurance; Online transportation drivers

INTRODUCTION

The industrial revolution 4.0 is an era that has changed the way people think, live, and relate to one another. The industrial revolution 4.0 has had a major impact on all aspects of human life, one of which is the presence of online transportation. Various countries feel this, one of them is Indonesia. The online transportation sector has continued to fluctuate since the entrance of Uber, Grab, and GoJek, an Indonesian based company created by PT. Kreasi Anak Bangsa. Over time, other companies engaged in the same field have contributed to the development of online transportation in Indonesia.

The presence of various online transportation companies in Indonesia provides great benefits because it has created jobs for people who are looking for work. With the online transportation industry, people who are unemployed or those who are looking for an "extra income" can become online transportation drivers.

Furthermore, the number of people who become drivers of online transportation also boost the economy. However, there are issues implicated in the relationship between users and providers, one of which is regarding the "Type of Agreement".

If viewed 'normatively', the legal relationship that occurs between companies providing online transportation applications and their partners (online transportation drivers) is not classified as a work agreement, but a partnership agreement. In the agreement there is no equality and mutual partnership between the parties involved, in contrast to the employment relationship in the Act of The Republic of Indonesia Number 13 Year 2003 concerning Manpower which emphasizes the principle of sub-coordination involving "employer" and "employee".

The legal relationship that occurs between the online transportation application provider company and its partner (online transportation driver) cannot be classified under the employment relationship as contained in Article 1 number 15 of the Act of The Republic of Indonesia Number 13 Year 2003 concerning Manpower which states that "The work relationship is a relationship between employers and employees/laborers based on work agreements, which have elements of work, wages, and orders". The current practiced agreement between the provider platform and their partners (drivers) does not provide any element of wages, instead putting emphasis on profit-sharing, which does not qualify as an element of wages.

Therefore, the legal consequences that occur if the agreement between an online transportation company and its partner (online transportation driver) is a partnership agreement, which disables the enforcement of the Act of Republic of Indonesia Number 13 Year 2003 concerning Manpower or any other Acts regarding manpower. This inability obstructs drivers from their right to social insurance.

According to the Act of The Republic of Indonesia Number 24 Year 2011 concerning the Social Insurance Administration Body (UU BPJS), acknowledges that social insurance is administered by the Social Insurance Administration Body (BPJS). The form of social insurance provided by the state is BPJS Kesehatan which is generally applicable to all people, and BPJS Ketenagakerjaan which is the right of workers.

The Employment Social Insurance Administration (BPJS) consists of 4 (four) employment social insurance programs, namely Work Accident Insurance, Death Insurance, Old Age Insurance, and Pension Insurance. Partnership relationships that uphold the principle of equality and relationship efforts that provide "mutualistic symbiosis" to the parties involved does not designate positions that places one party as the employer and the other as the employee. The vague relationship means that the company is not obliged to register the driver as a participant of BPJS Ketenagakerjaan as regulated in Article 15 paragraph (1) of the Act of The Republic of Indonesia Number 24 Year 2011 concerning Social Insurance Administration Body.

Online transportation drivers fall under non-wage recipients, which includes workers outside of employment or self-employed individuals, under the basis of Article 5 of the Government Regulation of the Republic of Indonesia Number 44 Year 2015 concerning the Implementation of the Work Accident Insurance and Death Benefit Program. As participants who are not wage earners, online transportation drivers are required to voluntarily enroll in the Health Insurance, Work Accident Insurance, Death Benefit and Old Age Insurance programs.

The right of online transportation drivers to obtain social insurance for workers is an urgent that needs to be addressed by the government, because until 2017 the number of traffic accidents in Indonesia are still very high, reaching 1 million incidents every day dominated by productive ages. The existence of this risk even has the potential to impoverished 6.7% of the families of accident victims who died.

The legal basis that can be used to accommodate this issues of partnership agreements between online transportation companies and their partners (online transportation drivers) are Article

1320 and Article 1658-1662 of the Civil Code. However, the aforementioned legal basis is not able to consider the potential imbalance in power between the parties involved.

The legal vacuum of partnership agreements creates uncertainty for online transportation drivers regarding their legal rights or protections. This condition needs serious attention by the government. If we look at the empirical conditions related to changes in the pattern of labor relations due to economic digitization in the era of the industrial revolution 4.0, a new regulation or legal arrangement is needed as a response to the partnership relationship that occurs between online transportation companies and online transportation drivers. One of these regulations or legal arrangements is regarding labor social insurance for online transportation drivers.

This problem of legal vacuum regarding labor social insurance for online transportation drivers can be viewed from the perspective of Prof. Tjip's (Prof. Satjipto Rahardjo's nickname) progressive law. Prof. Tjip with his progressive legal theory is known for the spirit of "law for humans" not "man for law". This spirit can basically be interpreted as an acknowledgement that the law is not for itself but for something wider and bigger. If one day there is a problem with the law, then it is the law that needs to be reviewed and corrected, not humans who are forced to enter into the law's scheme.

The foundation of progressive law, "law for humans" provides a freedom in determining the right format, thoughts, principles, and actions for the realization of that spirit. This realization is to achieve the main goal of progressive law, namely a condition of a prosperous and happy society.

One of the great goals of progressive law is to prosper and provide happiness for people by always positioning themselves in the law making status, or as Prof Tjip puts it 'law in the making'. This alludes to understanding that the law is not a final process and only applies to itself, instead the law is for the interests of the community and always tries to correct, improve, update the information that develops in the community, and strives to perfect itself. This is because the law is dynamic and does not stop moving to see developments in society.

Progressive legal theory's main idea "law for humans" means the law must be repaired or updated in accordance with developments in society, and can be related to the development of online transportation, namely the problem of legal protection for online transportation drivers, one of which is regarding labor social insurance for online transportation drivers. This is important to study because now there are many online transportation drivers due to the transformation of life in the era of the industrial revolution 4.0. Online transportation drivers need to be considered by the government by making regulations or arrangements regarding labor social insurance, considering that online transportation drivers have a big work risk.

Based on the description above, the author sets out the problem regarding "What is the urgency of regulating labor social insurance for online transportation drivers in Indonesia based on a progressive legal perspective?"

METHOD

Research is the main tool in the development of science and technology, because research aims to reveal the truth in a systematic, methodological, and consistent manner. Research as much as possible is aimed at solving a problem that occurs in society, institutions, institutions, or science.¹

This research is a type of normative legal research with the object of research, namely online transportation drivers who are entitled to social insurance because of the great work risks that they have to face. The approach used is a statutory approach with research data sources obtained from secondary data in the form of primary legal materials (laws and regulations) and secondary legal materials (journals and books). Data collection techniques were carried out through literature study and data analysis was carried out using descriptive methods.

RESULTS AND DISCUSSION

Progressive Legal Theory

Progressive law is a legal thought that fights for justice and benefits, compared to legal certainty.² The progressive legal theory was proposed by Prof. Satjipto Rahardjo in various educational forums such as lectures, seminars, discussions, and in printed media. Prof. Satjipto Rahardjo repeatedly emphasized that the true philosophy of law is "Law for humans, not humans for

¹ Maria S.W Sumardjono. *Pedoman Pembuatan Usulan Penelitian (Sebuah Panduan Dasar)*. Jakarta: Gramedia Pustaka Utama, 1996, hlm.1.

² Suteki. *Masa Depan Hukum Progresif*. Yogyakarta: Thafamedia, 2015, hlm.vii.

the law". This statement can be interpreted to acknowledge that the law is in charge of serving the community, not the community that serves the law.³

The idea from Prof. Tjip, which is consistently holistic towards the law allows him to perceive law in a positive light while trying to combine legal science with social sciences, one of which is sociology. Combining law with other social sciences is a progressive step. That matter allows the law to be understood and analyzed more broadly which improves the scientific quality of legal science.⁴

Prof. Tjip's thought to the law that corrects errors and the lack of a *positivistic* paradigm in legal science makes him rethink the concept of studying and "the way of law". This new perspective aims to obtain "true justice" or commonly referred to as "substantive justice". Words that are often said by Prof. Tjip is "judged with conscience".⁵

The progressive legal movement was prefaced by the disappointment towards law enforcers who have a positivist perspective or are only fixated on the text in the law without wanting to dig deeper into the justice that develops in society. The progressive legal movement is a process of *searching for the truth that never stops*.⁶ For Prof. Tjip, the law is not just logic alone, more than that law is *genuine science*.⁷

The progressive legal movement is motivated by 2 (two) basic assumptions:⁸ (1) Law is for man, not man for the law. This acknowledges that the presence of the law is not for itself, but it is for everything wider and larger. Therefore, if there is a problem with a law, it is the law that must be reviewed and corrected, not the human being who is forced into the legal's scheme, and (2) Law is not an absolute and final institution, because the law is always in a process to continue to be (*law as a process, law in the making*).

Satjipto Raharjo tries to observe the paradigmatic shift of Newton's theory (which sees causal relationships in a linear, mathematical, mechanical and deterministic manner) to modern quantum theory (which sees everything in a relative/non-constant condition), and then brings it into the situation of the social studies, especially Law. Although not as dramatic as in physics, there is still a phenomenal change in the laws he formulated with the sentences "from simple to complex" and "from fragmented into a single unit". This is what Satjipto Rahardjo called as a holistic view of science (law). This holistic view provides a visionary awareness that something in a particular order has parts that are closely interrelated with other parts of a system. For example, to understand humans as a whole, it is not enough just to understand certain parts of the anatomy, but must be understood as a whole.⁹

The fall of the Newton era implies a paradigm shift very substantial in the methodology of science and the law should also derivates constructively. Due to similarity between Newton's method which is linear, mathematical and deterministic and *analytical-positivism* or *rechtdogmatiek* legal methods states that nature (in Newton's terminology) or law in positivistic terminology (Hans Kelsen and John Austin) is seen as a logically structured system, regular and without significant deviation. The emergence of the quantum theory in physics with the theory of relativity and the emergence of the theory of Chaos in legal science with the theory of chaotic law (Charles) inspire the development of legal perspective, creating paradigm of regularity in linear or flawless constatation as the reality of the universe which changes the basic foundation for establishing pure legal theory as conceptualized and described by Kelsen and Austin and turns it into an unpredictable, random, confusing, and dramatic order.¹⁰

Not only does the concept of modern quantum mechanics with its theory of relativity inspire Satjipto Rahardjo in constructing his popular ideas with the term of progressive law, but in his belief to continue this idea, Satjipto also received a strong influence from the theory of revolution of the scientific paradigm which was successfully constructed by its exponent, Karl Raimund Popper and Thomas Samuel Kuhn. As physicists, they made deep and serious observations, which enables them to convince intellectuals that science (science) can be changed revolutionarily by revolutionizing the paradigm, just as Popper stated that "Knowledge can only be developed if the theory created is

³ *Ibid*, hlm.3.

⁴ *Ibid*, hlm.3-4.

⁵ *Ibid*, hlm.6.

⁶ *Ibid*, hlm.8.

⁷ Turiman. "Memahami Hukum Progresif Prof. Satjipto Rahardjo Dalam Paradigma "Thawaf" (Sebuah Kontemplasi Bagaimana Mewujudkan Teori Hukum Yang Membumi/Grounded Theory Meng-Indonesia)". *Makalah Program Doktor Ilmu Hukum Universitas Diponegoro, Semarang*, hlm.2.

⁸ *Ibid*, hlm.8-9.

⁹ *Ibid*, hlm.5.

¹⁰ *Ibid*.

successfully determined to be untrue. The openness of a theory to be falsified or tested as a benchmark which has implications for knowledge can develop and can always be improved and knowledge that is not open to testing has no hope of developing, and its nature is usually dogmatic and cannot be classified as scientific knowledge".¹¹

In addition to Karl Raimund Popper's theory, Satjipto Rahardjo was also inspired by Thomas Samuel Kuhn's theory of paradigm revolution which stated that "Every paradigm will experience a shift as a natural process following the shift of its era. A paradigm shift is a factual reconstruction as a result of a new phenomenon that has logical consequences for human life".¹²

The factual reconstruction referred to by Kuhn is a variety of empirical facts that result in many anomalies forcing science to be reconstructed in an effort to give birth to a new paradigm so that the new paradigm can be used to resolve various anomalies that occur in society.¹³

The two theories proposed by the expert on the paradigm revolution above were elaborated by Satjipto Rahardjo into the realm of law in initiating his progressive legal theory. This understanding influenced Prof. Satjipto Rahardjo's perspective on how it is the interests of humans (experience) that must be the central point of legal attention, instead of the view that humans must worship themselves to the law as exalted by positivism.¹⁴

Legal science has always been on a very unstable and ever-changing boundary (*the changing frontier of science*). This is what Prof. Satjipto Rahardjo called as "*the state of the arts in science*" or in his simple sentence "law always undergoes a referendum" which later gave birth to his legal construction which is popularly known as "Progressive Law".¹⁵

The Urgency of Manpower Social Insurance Arrangements for Online Transportation Drivers in Indonesia Based on the Perspective of Progressive Law

Online transportation is the result of technological innovation that has penetrated the transportation business sector by inviting and facilitating individuals who have resources in the form of motorized vehicles to cooperate in providing transportation services to consumers through a digital system. The cooperative relationship between the company and the driver-partners is glued into a partnership agreement relationship.¹⁶

The main legal basis of implementation of the agreement is Article 1313 of the Civil Code states that the agreement is an act in which one or more persons bind themselves to one or more other people. Based on that event, the birth of a legal relationship between the parties is called engagement, which includes the rights and obligations of each party. However, the definition of partnership according to Article 1 number 13 of the Act of The Republic of Indonesia Number 20 Year 2008 concerning Micro, Small and Medium Enterprises is "Cooperation in business linkages, either directly or indirectly, on the basis of the principle of mutual need, trust, strengthening, and benefit involving Micro, Small, and Medium Enterprises with Large Enterprises".

The formulation of partnership agreements in online transportation generally refers to the Civil Code, namely Article 1338 jo 1320. Article 1338 of the Civil Code basically states that all agreements made legally acts as the the law for the parties who made them. However, it should be noted that in order to be legally valid, the agreement must meet the provisions in Article 1320 of the Civil Code. The partnership agreement in the online transportation business is one type of agreement in the business sector, but in general the agreement must meet the elements of the legal requirements of the agreement, namely:¹⁷ (1) Their binding agreement, (2) The ability to make an agreement, (3) A certain thing; and (4) A lawful reason.

¹¹ Arif Wibowo. (2008). "Karl Raimund Popper". <https://staff.blog.ui.ac.id/arif51/2008/03/31/karl-raimund-popper/amp/>. Diakses 8 Agustus 2021.

¹² Samsul Haling. "Paradigma Penegakan Hukum Tindak Pidana Korupsi Di Indonesia (Studi Kewenangan Komisi Pemberantasan Korupsi)". *Disertasi, Program Pascasarjana Universitas Hasanuddin, Makassar*, (2008), hlm. 62.

¹³ Marilang. "Menimbang Paradigma Keadilan Hukum Progresif (*Considering The Progressive Legal Justice Paradigm*)". *Jurnal Konstitusi Volume 14, Nomor 2* (Juni, 2017), hlm.326.

¹⁴ *Ibid.*

¹⁵ *Ibid.*

¹⁶ Rahandy Rizki Prananda dan Zil Aidi. "Tinjauan Yuridis Kedudukan Pengemudi Transportasi Online Dalam Perjanjian Kemitraan Dengan Perusahaan Penyedia Aplikasi Transportasi Online". *Law, Development & Justice Review, Volume 2, Nomor 2* (Oktober, 2019), hlm.140.

¹⁷ *Ibid*, hlm.141.

If viewed normatively, the legal relationship that occurs between the provider of online-based transportation applications with driver-partners in the partnership contract is not classified as an employment agreement but rather in the form of a partnership agreement. In a cooperation relationship there is no equality and mutual partnership between the parties. It is a complete contrast to the employment relationship that puts forward the sub-coordinate principle, which includes parties who acts as an employer and a worker. According to Article 1 number 15 of the Manpower Act, "a work agreement is a relationship that occurs between an employer and a worker that has employment elements, wages and orders".¹⁸

The relationship between the company with driver-partner is a legal relationship in the form of cooperation partnerships that have an equal footing in the agreement. Therefore, in this case the legal relationship of the partnership is not subject to the Manpower Act, which in general regulates labor relations that are superior to subordinates (employer and worker), which makes this regulation inapplicable to the problem of a partnership agreement between driver-partners and the company. The legal basis used to accommodate online transport partnership agreement issue is Article 1320 and Article 1658 to 1662 of the Civil Code.¹⁹

However, in reality the legal basis above has not been able to integrate the potential imbalance in the power of one party in the agreement. The absence of a legal basis that regulates partnership relationships particularly creates uncertainty for the legal protection of driver-partners. The application of standard contracts and a number of exoneration clauses by provider companies without the involvement of driver-partners causes inequality that should otherwise be equal. The partnership model in the online transportation industry also poses a socio-economic implication that occurs due to a shift in the employment context in the era of industrial revolution 4.0".²⁰

The absence of any legal basis governing partnership agreements should obtain serious attention by the government to make regulations or arrangements. This attention will have an impact on the rights received by online transportation drivers.

Online transportation drivers should get the same rights as workers in general, one of which is getting Social Insurance for Workers. Social insurance is a basic right that is owned by everyone as stated in Article 28H paragraph (3) of the 1945 Constitution that "Everyone has the right to social insurance that allows his full development as a dignified human being".

Social insurance is a form of government protection for workers. This protection is motivated by various factors, such as the increasing role of the workforce both in quantity and quality, the increasing use of technology in various sectors of business activity, and the increasing risk that threatens the safety, health and welfare of the workforce.²¹

Article 1 point 1 of the Act of the Republic of Indonesia Number 3 Year 1992 concerning Workers' Social Insurance states that "Labor Social Insurance is a protection for workers in the form money compensation as a partial replacement for lost or reduced income and services as a result of an incident. or conditions experienced by workers in the form of work accidents, illness, pregnancy, childbirth, old age, and death. The presence of social insurance for workers is a form of protection for workers and provides peace of mind to workers, and has a positive impact on efforts to increase discipline and labor productivity.

According to the Act of the Republic of Indonesia Number 24 Year 2011 concerning the Social Insurance Administration Body (UU BPJS), social insurance is administered by the Social Insurance Administration Body (BPJS). The form of social insurance provided by the state is BPJS Kesehatan which is generally applicable to everyone, and BPJS Ketenagakerjaan which is the right of workers.

The Employment Social Insurance Administration (BPJS) consists of 4 (four) employment social insurance programs, namely Work Accident Insurance, Death Insurance, Old Age Insurance, and Pension Insurance. In partnership relationships that uphold the principle of equality and relationship efforts that provide "mutualistic symbiosis" to the parties, there is no distinct position placement of one party as the employer and the other as the employee. This means that the company is not obliged to register the driver as a participant of BPJS Ketenagakerjaan as regulated in Article

¹⁸ *Ibid*, hlm.148-149.

¹⁹ *Ibid*, hlm.151.

²⁰ *Ibid*, hlm.151-152.

²¹ Matias Siagian. "Tingkat Kepuasan Karyawan Perusahaan Swasta dalam Pelayanan Jaminan Sosial Tenaga Kerja (Jamsostek)." *Jurnal Kesehatan Masyarakat Nasional, Volume 7, Nomor 5* (Desember, 2012), hlm.201.

15 paragraph (1) of the Act of the Republic of Indonesia Number 24 Year 2011 concerning Social Insurance Administration Body.²²

Online transportation drivers are non-wage recipients, which includes workers outside of employment or self-employed, as per Article 5 of the Government Regulation of the Republic of Indonesia Number 44 of 2015 concerning the Implementation of the Work Accident Insurance and Death Benefit Program. As participants who are not wage earners, online transportation drivers are required to voluntarily enroll in the Health Insurance, Work Accident Insurance, Death Benefit and Old Age Insurance programs.²³

The right of online transportation drivers to obtain social insurance for workers is currently an urgency and importance for the government to pay attention to, up to 2017, the number of traffic accidents in Indonesia is still very high, reaching 1 million incidents every day dominated by productive ages. The existence of this risk has the potential to impoverish 6.7% families of victims that passed away from accidents.²⁴

The legal basis used to accommodate the problems of partnership agreements made by online transportation companies and their partners (online transportation drivers) is Article 1320 and Article 1658-1662 of the Civil Code. However, the fact that the legal framework has not been able to integrate the potential imbalance in power for one of the parties agreements.²⁵

The legal vacuum governing partnership agreements creates uncertainty for online transportation drivers regarding their legal rights or protections. This condition needs serious attention from the government. If we look at the empirical conditions related to changes in the pattern of labor relations due to economic digitization in the era of the industrial revolution 4.0, a new regulation or legal arrangement is needed as a response to the partnership relationship that occurs between online transportation companies and online transportation drivers.²⁶ One of these regulations or legal arrangements is regarding labor social insurance for these online transportation drivers.

The problem of legal vacuum regarding labor social insurance for online transportation drivers can be viewed from the perspective of Prof. Tjip's (Prof. Satjipto Rahardjo's nickname) progressive law. Prof. Tjip with his progressive legal theory is known for the spirit of "law for humans" and not "man for the law". This spirit can be interpreted as the law that is not for itself but for something wider and bigger. If one day there is a problem with the law, then it is the law that needs to be reviewed and corrected, not humans who are forced to enter into the law's scheme.²⁷

The main spirit of progressive law, namely "the law for humans" provide progressive law the freedom to determine the right format, thoughts, principles, and actions for the realization of that spirit. This realization is to achieve the main goal of progressive law, namely a condition of a prosperous and happy society.²⁸

One of the great goals of progressive law is to prosper and provide happiness for people by always positioning themselves to always be in the *law in the making* status. This acknowledges that the law does not yield a definitive and final product which only applies to itself, but the law is for the interests of the community and always tries to correct, improve, update the information that develops in the community, and strives to perfect itself. This is because the law is dynamic and does not stop moving to see developments in society.²⁹

Progressive legal theory is based on "the law for humans" which comprehends that the law must be repaired or updated in accordance with developments in society, which can be implemented to the development of online transportation, namely the problem of legal protection for online transportation drivers, one of which is regarding labor social insurance for online transportation drivers. This is important to study since the progress of industrial revolution 4.0 marked by the growing of online-service provider industry. These online transportation drivers need to be put under consideration by the government for new regulations or arrangements regarding labor social

²² Subakdi dan Andriyanto Adhi Nugroho. "Perlindungan Hukum Jaminan Sosial Terhadap Tenaga Kerja Pada Jasa Transportasi Online". *Pamulang Law Review, Volume 1, Nomor 1* (Agustus, 2018), hlm.63.

²³ *Ibid*, hlm.70.

²⁴ Subakdi dan Andriyanto Adhi Nugroho, *Loc.Cit*.

²⁵ Rahandy Rizki Prananda dan Zil Aidi, *Op.Cit*, hlm.151.

²⁶ Rahandy Rizki Prananda dan Zil Aidi, *Op.Cit*, hlm.152.

²⁷ Satjipto Rahardjo. (2009). *Hukum Progresif "Sebuah Sintesa Hukum Indonesia"*. Yogyakarta: Genta Publishing, hlm.5.

²⁸ Ayunita Nur Rohanawati. "Jaminan Sosial Tenaga Kerja Di Indonesia Sebagai Negara Kesejahteraan Ditinjau Dari Perspektif Hukum Progresif". *Justitia Et Pax Jurnal Ilmu Hukum, Volume 32, Nomor 1* (Juni, 2016), hlm.26.

²⁹ *Ibid*.

insurance, considering that online transportation drivers have great work risks and need to get work accident insurance and other guarantees so that their lives can be prosperous.

The Progressive legal theory views that "*the state of the arts in science*" interpreted as the understanding that "law always undergoes a referendum". In this regard, the phenomenon of online transportation that is currently present in the era of globalization highlights the importance to study or regulate the regulations that had an impact on globalization, as per a progressive legal theory that views the law as always changing in accordance to developments at its time.

CONCLUSION

The urgency of regulating labor social insurance for online transportation drivers in Indonesia based on a progressive legal perspective with the idea of "law for humans" which means the law must be repaired or updated in accordance with developments in society, can be applied to the development of online transportation, specifically the issue of legal protection for online transportation drivers, including labor social insurance for online transportation drivers. This issue is important to study since the emergence of online-service providers will only grow in the current industrial revolution 4.0. Online transportation drivers need to be considered by the government, and new regulations or arrangements should be made regarding labor social insurance, considering that online transportation drivers have great work risks and need to get work accident insurance and other guarantees so that their lives can be prosperous.

Arrangements or regulations governing social security for online transportation drivers must be made immediately, considering the great work risks faced by online transportation drivers who need social insurance. Basically, online transportation drivers do not get the rights obtained by workers in general because of different types of agreements (work agreements and partnership agreements), so special regulations are needed for online transportation drivers).

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