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Protection and Legal Relations of Parties in the Flexibility of the Gig Economy in Indonesia

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Abstrak

Pertumbuhan pesat ekonomi digital telah melahirkan model kerja fleksibel yang dikenal sebagai ekonomi gig. Di Indonesia, sistem ini menawarkan kemudahan dalam dinamika kerja, namun juga memunculkan kerentanan bagi pekerjaannya. Penelitian ini menggunakan yuridis normatif dengan metode studi kepustakaan dan lapangan. Tujuannya adalah untuk mengkaji hubungan hukum antara para pihak dalam praktik kerja gig berdasarkan peraturan ketenagakerjaan dan Kitab Undang-Undang Hukum Perdata, dan bentuk perlindungan hukum bagi pekerja gig yang berada dalam hubungan kemitraan guna mendukung kesejahteraan mereka. Minimnya unsur perintah dalam hubungan kerja antara platform dan pekerja gig menyebabkan terbatasnya akses terhadap perlindungan hak-hak ketenagakerjaan, seperti jaminan sosial dan upah. Oleh karena itu, dibutuhkan kerangka regulasi yang komprehensif dan adaptif guna menjamin perlindungan bagi pekerja gig tanpa menghambat fleksibilitas operasional platform digital.

Kata Kunci: Ekonomi Gig; Pekerja Gig; Fleksibilitas, Perlindungan Hukum

Abstract

The rapid growth of the digital economy has given birth to a flexible working model known as the gig economy. In Indonesia, this system offers ease in work dynamics, but also creates vulnerabilities for its workers. This study uses a normative juridical approach with literature and field study methods. The purpose is to examine the legal relationship between the parties in gig work practices based on labor regulations and the Civil Code, as well as evaluate forms of legal protection for gig workers in partnership relationships to support their welfare. The lack of an element of command in the employment relationship between platforms and gig workers leads to limited access to the protection of labor rights, such as social security and wages. Therefore, a

comprehensive and adaptive regulatory framework is needed to ensure protection for gig workers without hindering the operational flexibility of digital platforms.

Keywords: Gig Economy; Gig Worker; Flexibility; Legal Protection

PENDAHULUAN

The gig economy is an economic trend that has been discussed since 2009 and is currently developing in other countries, including Indonesia. It is changing traditional work paradigms and having a significant impact on modern economic structures, one example being Gojek through its app-based transportation services.¹ The gig economy refers to a system of short-term work, commonly known as project-based work. The gig economy covers a wide range of creative industries, such as freelance writing, graphic design, photography, consulting, teaching, training, and various other jobs that can be done by freelancers.² The difficulty of competing for jobs is one factor in the growth of the gig economy in Indonesia.³ Although it provides flexibility and job opportunities, the gig economy in Indonesia is dominated by platforms that have complete control over workers through algorithms, incentive

systems, and unilateral sanctions that create covert employment relationships without labor law protection. Indonesia essentially faces the same problem,⁴ gig workers are not explicitly mentioned in Government Regulation No. 35 of 2021 concerning Fixed-Term Employment Agreements or in the national social security system, resulting in a legal vacuum and weak bargaining position, as well as the absence of labor supervision, which has led to cases of unilateral termination of employment without a fair appeal mechanism.

Several studies have been conducted and have similarities and differences. The study by Shalsabila Shafira and Ritha F. Dalimunte highlights social entrepreneurship-based solutions as an approach to improving the welfare of gig workers.⁵ Meanwhile, IGde Sandy Satria emphasized the importance of protecting the basic rights of gig workers

¹ Shalsabila Shafira dkk., "A Literature Review Of Social Entrepreneurship: A Solution For Challenges In The Gig Economy," *Musytari: Jurnal Manajemen, Akuntansi, Dan Ekonomi* 5, no. 1 (2024): 91, <https://doi.org/10.8734/musytari.v5i1.2920>.

² Joko Nugroho dkk., "Economic GIG In Indonesia: Challenges And Opportunities For Gen Z And Milenials," *Best Journal of Administration and Management* 2, no. 1 (2023): 27, <https://doi.org/10.56403/bejam.v2i1.112>.

³ Kadek Masakazu Masakazu dkk., "Peran Digital Freelancer Marketplace Dan Media Sosial Terhadap Perkembangan Gig Economy Worker," *Jurnal Pendidikan Ekonomi Undiksha* 15, no. 1 (2023): 216, <https://doi.org/10.23887/jipe.v15i1.61469>.

⁴ Lu Sudirman dan Hari Sutra Disemadi, "Gig Economy: Unleashing the Potential of Digital Banking in Indonesia's Employment Regulations," *Lentera Hukum* 10, no. 2 (2023): 303, <https://doi.org/10.19184/ejhl.v10i2.39688>.

⁵ Shafira dkk., "A Literature Review Of Social Entrepreneurship."

within the framework of labor law.⁶ Previous studies have similarities in their discussion of the protection of the basic rights of gig workers and the limitations of labor regulations in the event organizer sector, while previous studies have not discussed the legal relationship between parties in the implementation of the gig economy and the form of legal protection for gig workers to achieve welfare. This is intended to fill a void or become a novelty. This constitutes a difference and novelty in conducting the research.

The urgency of this research lies in the lack of integrated studies that combine analysis of gig workers' welfare and legal protection aspects, the dynamics of digital transformation that underlie the growth of this sector, and the absence of clear and detailed policy mapping. The urgency of this research lies in the lack of integrated studies that combine analysis of gig workers' welfare and legal protection aspects, the dynamics of digital transformation that underlie the growth of this sector, and the absence of clear and detailed policy mapping.

The focus of this article is to analyze the legal relationship between parties in the implementation of flexibility in the gig

economy, reviewed from the perspective of Law Number 13 of 2003 concerning Manpower and the Civil Code, as well as examining the forms of legal protection for gig workers who have the status of partners in an effort to achieve welfare.

The research method used is normative legal analysis,⁷ which focuses on analyzing legislation and other relevant legal sources.⁸ The specifications of this research are descriptive and analytical in nature, aiming to describe and explain the legal regulations related to the issues under study. This research uses two legal materials, namely primary legal materials in the form of the 1945 Constitution of the Republic of Indonesia, the Civil Code, Law Number 13 of 2003 concerning Manpower and Law Number 20 of 2008 concerning Micro, Small and Medium Enterprises, Government Regulation Number 35 of 2021 concerning Fixed-Term Employment Agreements, Outsourcing, Working Hours, Employment Relationships and Rest Periods, and Termination of Employment, Minister of Transportation Regulation No. 118 of 2018 concerning the Operation of Special Rental Transportation, Minister of Transportation Regulation No. 12 of 2019 concerning the Protection of the

⁶ I. Gde Sandy Satria, "Perlindungan Hak Pekerja Gig Economy Melalui Perspektif Hukum Ketenagakerjaan," *Nomos : Jurnal Penelitian Ilmu Hukum* 5, no. 1 (2025): 127–34, <https://doi.org/10.56393/nomos.v5i1.2723>.

⁷ Sunaryo Sunaryo dkk., "Regulatory Frameworks to Integrate Corporate Social Responsibility with Circular Economy Principles," *Hasanuddin Law Review* 11, no. 2 (2025): 240, <https://doi.org/10.20956/halrev.v11i2.6135>.

⁸ Irwansyah Irwansyah, *Penelitian Hukum: Pilihan Metode dan Praktik Penulisan Artikel (Edisi Revisi)*, 5 (Mira Buana Media, 2022), 3:93.

Safety of Motorcycle Users for Public Interest, and secondary legal materials used are books, journals and electronic media news. The technique for collecting legal materials in this study used literature study and field research, while conclusions were drawn using qualitative juridical methods.

This study aims to examine the legal relationship between parties in the implementation of gig economy flexibility, reviewed from the perspective of Law No. 13 of 2003 concerning Manpower and the Civil Code, as well as to obtain an overview of the forms of legal protection for gig workers who have the status of partners in order to achieve welfare. In practice, the relationship between gig workers and platforms is often not regulated in detail within the existing legal framework, thus creating legal uncertainty. This study seeks to propose policies that can be used to address inequalities in the protection and welfare of gig workers in Indonesia. Therefore, this study also highlights the importance of formulating adaptive regulations to ensure certainty and fairness for all parties involved.

RESULT AND DISCUSSION

Legal Relationships Between Parties in the Implementation of Gig Economy Flexibility

The Industrial Revolution 4.0 has triggered significant transformations in various sectors, particularly in the field of employment. The rapid development of the digital economy has encouraged the emergence of work systems that prioritize flexibility, which has become known as the gig economy. This flexibility is one of the main factors that encourage individuals to choose a career as gig workers. Meanwhile, companies tend to recruit gig workers to reduce operational costs and increase efficiency and productivity.⁹

The flexibility referred to here means that there is no obligation to work long hours, giving employees the freedom to manage their own time. This has the potential to increase motivation and creativity, which ultimately contributes to improved company performance.¹⁰

The implementation of this flexibility takes various forms, such as remote working, flexitime, and hybrid work schemes.¹¹ The implementation of flexible working models, such as the option to work from home or more

⁹ Nopia Tarigas dan Markus Hartono, "Konsep Fleksibilitas Dalam Gig Worker Dan Pengaruhnya Pada Kinerja Perusahaan Jasa: Literature Review," *J@ti Undip: Jurnal Teknik Industri* 20, no. 1 (2025): 6, <https://doi.org/10.14710/jati.20.1.1-10>.

¹⁰ Tarigas dan Hartono, "Konsep Fleksibilitas Dalam Gig Worker Dan Pengaruhnya Pada Kinerja Perusahaan Jasa," 3.

¹¹ Ade Triyanto dkk., "Pengaruh Fleksibilitas Kerja Terhadap Keseimbangan Hidup Dan Komitmen Generasi Milenial Serta Gen Z," *Jurnal Ilmiah Manajemen, Ekonomi, & Akuntansi (MEA)* 8, no. 3 (2024): 3052, sdm, <https://doi.org/10.31955/mea.v8i3.4850>.

flexible working hours, is one way to support the creation of a balance between personal and professional life (work-life balance).¹²

This policy covers three main aspects, namely time flexibility, scheduling flexibility, and place flexibility. First, flexible working hours refer to the freedom of workers to choose their own working hours, without fixed working hours as in formal employment relationships. This means that gig workers are not subject to the working hours stipulated in Article 77 of Law Number 13 of 2003 concerning Manpower, making it difficult to set clear limits on overtime work or the right to work breaks. Second, scheduling flexibility means that gig workers can decide when to accept or reject a task or project, which means that employers are not obliged to guarantee continuity of work or income. Third, flexible work locations allow workers to perform tasks from anywhere, often through digital platforms. The combination of these three types of flexibility does indeed provide many benefits in the form of freedom and autonomy at work, but at the same time creates an ambiguous legal relationship between

workers and platforms, because this relationship does not always fulfill the elements of an employment relationship as regulated in Law No. 13 of 2003 concerning Manpower.¹³

The increase in the number of gig workers shows a trend that is in line with the shift of labor from the formal to the informal sector, one of which was triggered by the weakening of economic conditions during the pandemic. The growth of this trend cannot be separated from the various advantages offered by the gig work system, including flexibility in time management, autonomy in managing tasks and responsibilities, and freedom in choosing a work location without being tied to a specific place.¹⁴

The gig economy began to gain popularity globally in 2008–2009 and has grown rapidly in various countries.¹⁵ The first term refers to work done through an online platform, while the second is where traditional work is assigned through an application (app) managed by a firm that sets specific service standards.¹⁶ This development is driven by increased public access to digital technology,

¹² Triyanto dkk., "Pengaruh Fleksibilitas Kerja Terhadap Keseimbangan Hidup Dan Komitmen Generasi Milenial Serta Gen Z."

¹³ Farid Wahyu Pratama dkk., "Pengaruh Fleksibilitas Kerja Terhadap Kinerja Driver Online Yang Dimediasi Kepuasan Kerja," *IJESM Indonesian Journal of Economics and Strategic Management* 2, no. 3 (2024): 2205, <https://doi.org/10.69718/ijesm.v2i3.316>.

¹⁴ Christiayu Natalia dan FX Gugus Febri Putranto, "Kerentanan Kesejahteraan Gig Worker Di Indonesia Pascapandemi," *Jurnal Ekonomi Indonesia* 12, no. 2 (2023): 175, <https://doi.org/10.52813/jei.v12i2.479>.

¹⁵ Muhammad Yorga Permana dkk., "Measuring the Gig Economy in Indonesia: Typology, Characteristics, and Distribution," SSRN Scholarly Paper no. 4349942 (Social Science Research Network, 6 Februari 2023), 15, <https://doi.org/10.2139/ssrn.4349942>.

¹⁶ Nurhidayah Abdullah dkk., "Critical Insights into Gig Economy: A Peninsular Malaysia Case Study," *Jambe Law Journal* 7, no. 2 (2024): 397, <https://doi.org/10.22437/jlj.7.2.395-427>.

as well as a shift in work preferences towards more flexible systems compared to conventional jobs. The COVID-19 pandemic has further accelerated the transition to platform-based work, as many individuals have lost their permanent jobs and chosen gig work as an alternative source of income.¹⁷

In Indonesia, the growth of the gig economy now plays an important role in the employment structure. In addition to creating job opportunities, its contribution to the national economy is also significant. For example, in 2019, Grab's services contributed around IDR 77.4 trillion to the Indonesian economy. Meanwhile, the merger of Tokopedia and Gojek into GOTO contributed IDR 349-428 trillion, or around 1.8%-2.2% of the Gross Domestic Product.¹⁸

In the gig economy, workers are not required to follow the working hours stipulated in Article 77 of Law No. 13 of 2003 concerning Manpower. Conventional workers generally have working hours of 7 hours per day for 6 working days a week, or 8 hours per day for 5 working days a week. It is this flexibility in working hours that often leads to the gig economy being categorized as a

flexible economy. In addition, the system does not follow formal employment standards set by the government, as there are currently no regulations that specifically govern this sector in a legal and comprehensive manner.¹⁹

The absence of clear regulations makes gig workers or partners vulnerable to unfair competition practices, which often favor business interests over worker protection. However, digital transformation, changing labor market trends, and the threat of recession have contributed to the growth of the gig economy, which is now replacing traditional employment patterns.²⁰ The gig economy opens up opportunities for workers to earn additional income while helping to reduce unemployment rates.²¹

From a legal perspective, relationships in the gig sector involve parties that have the right to demand the fulfillment of obligations, known as prestatie subjects, and parties that are obliged to fulfill these demands, known as plicht subjects. Legal relationships have three main elements, namely the existence of parties whose rights and obligations are opposed to each other, the existence of an object that forms the basis for the exercise of

¹⁷ Indra dan Sefti Afi Nawangsari, "Legal Protection for Gig Economy Workers from the Perspective of Labor Law in Indonesia," *Hakim: Jurnal Ilmu Hukum Dan Sosial* 3, no. 1 (2025): 944, <https://doi.org/10.51903/hakim.v3i1.2289>.

¹⁸ Luthvi Febryka Nola, "Penguatan Perlindungan Pekerja Gig di Indonesia," *Info Singkat* 17, no. 5 (2025): 1.

¹⁹ Nola, "Penguatan Perlindungan Pekerja Gig di Indonesia."

²⁰ Pranade Mas dkk., "Studi Komparasi Hubungan Kerja Non-Standar Dependent Self Employment Dalam Hukum Ketenagakerjaan Di Indonesia Dan Hukum Inggris Pada Era Gig Economy," *Mahadi: Indonesia Journal of Law* 1, no. 2 (2022): 182-83, <https://doi.org/10.32734/mah.v1i2.9024>.

²¹ Sevilla Ruhul Izza dkk., "Studi Literatur: Analisis Pengaruh Ragam Karakteristik Pekerja Ekonomi Gig Terhadap Perekonomian Nasional," *Journal of Regional Economics and Development* 1, no. 3 (2024): 2-3, <https://doi.org/10.47134/jred.v1i3.337>.

those rights and obligations, and the existence of a relationship between the owner of the right and the holder of the obligation, or a relationship that arises over the object in question.²²

The legal relationship between gig workers is a partnership relationship, and there are fundamental differences between a partnership relationship and an employment relationship. A partnership relationship is based on an agreement as stipulated in Article 1338 of the Civil Code, while an employment relationship is based on an employment agreement as stipulated in Law No. 13 of 2003 concerning Manpower. This difference is based on the principle that a partnership does not create a hierarchical relationship between superiors and subordinates. Therefore, the employer's obligation to fulfill the normative rights that guarantee the welfare of workers does not apply in a partnership relationship.²³

Partnerships in the context of legal relationships are based on fundamental principles such as mutual need, mutual trust, mutual reinforcement, and mutual benefit. In practice, partnerships contain several principles, namely the principle of equality, the principle of partnership status, the

principle of business ethics, the principle of mutualism, and the principle of mutual need.²⁴ These principles reflect efforts to establish balanced legal relationships between parties, in line with John Rawls' theory of justice as fairness, which states that justice in a social structure must guarantee equal fundamental freedoms and the fair distribution of rights and obligations for all individuals.²⁵ This theory emphasizes the importance of equality in partnership relationships. Therefore, the implementation of partnerships must prioritize sound business ethics, and the parties involved must have equal legal standing.

According to Wibisono, in building a partnership, three main principles must be considered, namely:²⁶

1. Balance and equality in relationships (equity). The approach applied should not only be top-down or bottom-up, nor should it be based solely on power, but rather on mutual respect, appreciation, and trust. To avoid conflict and achieve equality, it is necessary to build mutual trust, respect, responsibility, and bonds between the parties.

²² Izza dkk., "Studi Literatur," 2-3.

²³ Rasji dkk., "Reformasi Hukum Ketenagakerjaan Indonesia Dalam Rangka Melindungi Hubungan Kemitraan," *Multilingual: Journal of Universal Studies* 3, no. 4 (2023): 277.

²⁴ Subanar Subanar, *Manajemen Usaha Kecil* (BPFE, 1977), 5.

²⁵ Andra Triyudiana dan Putri Neneng, "Penerapan Prinsip Keadilan Sebagai Fairness Menurut John Rawls Di Indonesia Sebagai Perwujudan Dari Pancasila," *Das Sollen: Jurnal Kajian Kontemporer Hukum Dan Masyarakat* 2, no. 1 (2024): 5.

²⁶ Dodi Dermawan, "Hubungan Kemitraan Ekonomi Berbagi Pada Transportasi Berbasis Daring di Indonesia: Perspektif Pengemudi Roda Dua" (Universitas Brawijaya, 2021), 16.

2. Transparency, which is essential to avoid suspicion and mistrust among partners. This transparency includes aspects of financial management and open information management.
3. Mutually beneficial, where the partnership established must provide fair benefits for all parties involved

These three principles form the ethical and practical basis for building healthy partnerships, but in the gig economy, especially those involving digital platforms, these principles are often ignored. For example, the gig economy in the UK began to grow rapidly in 2012 with the arrival of Uber in London. The business model of Uber and similar companies relies on the use of workers who are considered independent contractors in order to reduce operating costs and avoid formal employment obligations.²⁷ This relationship is explicitly referred to as a partnership between the platform and driver-partners. However, in practice, the working arrangements, which are largely controlled by the platform, reveal a striking imbalance.

From a legal perspective, the UK Supreme Court ruled that Uber drivers work under the control and direction of the company, without the freedom to determine

service prices or choose customers. The UK Supreme Court ruling requires Uber to comply with applicable labor regulations, providing compensation, benefits, and legal protection to drivers. This ruling recognizes drivers as workers with rights to minimum wage, paid annual leave, and the right to join a labor union. This has a significant impact on the business model of gig economy companies, which have relied on flexibility and independent contractor status.²⁸

The emergence of gig workers has distorted the traditional pattern of employment relationships between employers and employees. In this model, gig workers are considered to provide services directly to consumers through digital platforms, so that no formal relationship with the platform owner is established. They are positioned as partners through partnership agreements that are theoretically equal.

In practice, the dominance of technology by platform owners creates unequal relationships. Platform owners have complete control over workers through incentive systems, assessment algorithms, and unilateral sanction mechanisms. As was the case with several online motorcycle taxi drivers who, in this case, were partners of PT

²⁷ Richard Jatimulya Alam Wibowo, "Urgensi Pembaharuan Hukum Ketenagakerjaan Indonesia Untuk Mengakomodasi Perlindungan Hubungan Kemitraan," *Jurnal Ketenagakerjaan* 18, no. 2 (2023): 110, <https://doi.org/10.47198/jnaker.v18i2.211>.

²⁸ Qolbi Hanif Fadhlulloh dkk., "Perbandingan Kedudukan Hukum Pekerja Gig Economy Di Indonesia, Belanda, Dan Inggris," *Fundamental: Jurnal Ilmiah Hukum* 12, no. 2 (2023): 312–13, <https://doi.org/10.34304/jf.v12i2.165>.

Gojek Indonesia, who were suspended without prior confirmation. The unilateral application of this suspension resulted in the termination of the partnership between the online transportation company.²⁹ This places gig workers in a subordinate position without the legal protection guaranteed by Law No. 13 of 2003 on Manpower. As a result, gig workers often do not receive basic labor rights such as social security, regulation of working hours and rest periods, the right to fair wages, freedom of association, and dispute resolution mechanisms. This pseudo-employment relationship demonstrates the need to redefine and expand the scope of legal protection for non-standard forms of employment in the digital economy.

Legal Protection for Gig Workers with Partnership Status in Creating Welfare

Legal protection is important to ensure the enforcement of law, the achievement of justice, and the maintenance of order in society. The rule of law means that the law is the main basis for regulating relations between citizens and between citizens and the government, so that all actions must comply with applicable regulations. Legal protection in partnerships in Indonesia refers to the Civil Code, specifically regarding the validity of

agreements (Article 1320) and the obligation to perform agreements in good faith (Article 1338), as well as the principles of justice and custom (Article 1339).

Article 86 Paragraph (1) of Law No. 13 of 2003 concerning Manpower states that workers are entitled to occupational safety and health protection, as well as treatment in accordance with human dignity and religious values. To improve work safety and productivity, this protection is implemented in accordance with applicable regulations. The government also fosters labor norms to support its implementation.

Partnerships in civil agreements are based on the principles of mutual need, reinforcement, trust, and benefit, as stipulated in Law No. 20 of 2008 concerning Micro, Small, and Medium Enterprises. Although this law regulates partnerships among MSMEs, its principles can serve as guidelines for creating equality and prosperity in working partnerships.³⁰

Several countries have implemented policies to protect gig workers without eliminating work flexibility, including:

1. Spain has become a pioneer by recognizing gig workers, especially in the online transportation sector, as formal workers

²⁹ Muhammad Agung Satrio Wicaksono, "Penerapan Sanksi Penghentian Operasional Sementara dan Putus Mitra Sepihak oleh PT. Gojek Indonesia Ditinjau dari Pasal 1243 Kitab Undang-Undang Hukum Perdata," *UNISKA Law Review* 1, no. 1 (2020): 545, <https://doi.org/10.32503/ulr.v1i1.547>.

³⁰ Vivi Carolin Wijaya dkk., "Perlindungan Hukum Secara Keperdataan Bagi Klien Notaris Yang Mengalami Kerugian Akibat Diterbitkannya Akta Autentik Yang Cacat Hukum Oleh Notaris," *Acta Diurnal Jurnal Ilmu Hukum Kenotariatan* 7, no. 1 (2023): 17, <https://doi.org/10.23920/acta.v7i1.1332>.

through the Ley Riders. This regulation requires platform companies to recognize gig workers as employees who are entitled to labor protection, including social security, minimum wages, and collective bargaining. This policy was created in response to the exploitation of gig workers who often do not receive protection even though they are under the control of platform companies.

2. In 2021, the European Union proposed a legal framework that ensures employment protection for gig workers. If platform companies significantly control the work of gig workers, such as determining rates, monitoring performance through algorithms, and setting working hours and tasks, then workers are entitled to employee status. The protection provided includes social security, minimum wages, and legal protection against unfair algorithmic decisions. This policy aims to prevent exploitation while safeguarding the interests of platform businesses.
3. California passed Assembly Bill 5 (AB5), which uses the ABC Test to determine the status of gig workers. A worker is considered an employee if the work is under the direct control of the company, the work is central to the company's business, and the worker does not run a separate independent business. If these criteria are

met, gig workers must be classified as employees with labor protection rights, including minimum wage and benefits, health insurance and social security, and the right to unionize.

4. Malaysia has taken a different approach by maintaining the status of gig workers as independent contractors but providing them with social protection. The government has launched a subsidy program that includes social security contribution subsidies for gig workers, welfare programs, and maintaining the flexibility of their status as independent workers.³¹

Regulatory developments related to the gig economy, particularly in the European Union, have had a significant impact. Previously, many platform companies claimed that they only acted as intermediaries between workers and customers, not as employers. However, the Uber ruling by the UK Supreme Court determined that Uber drivers are categorized as workers under the UK Employment Act 2003. Thus, drivers are entitled to legal protections, such as minimum wage, paid annual leave, and the right to join a labor union.

In Indonesia, the government regulates partnership-based working relationships between workers and platforms through Article 15 of Minister of Transportation

³¹ Nur Siti Annazah dkk., "Perlindungan Hukum dan Sosial bagi Pekerja Gig: Membangun Kerangka Regulasi yang Inklusif bagi Pekerja Ojek Online di Indonesia," *Pusbangjaknaker* 2, no. 1 (2024): 8–10.

Regulation No. 12 of 2019 concerning the Protection of the Safety of Motorcycle Users for Public Interest, which requires transportation service providers to set rates in accordance with applicable regulations and ensure oversight mechanisms so that rates do not violate regulations. This regulation explicitly states that the relationship between platform companies and partners is a partnership relationship.

Upon further examination, the policies in Minister of Transportation Regulation No. 118 of 2018 concerning the Operation of Special Rental Transportation and Minister of Transportation Regulation No. 12 of 2019 concerning the Protection of the Safety of Motorcycle Users for Public Interest tend to be disadvantageous to drivers. Companies are required to establish procedures for temporary termination of employment and termination of partnerships, but the stages of imposing sanctions on workers are not regulated in detail. As a result, the highest authority in determining rules and sanctions lies with the company, which has the potential to cause uncertainty and arbitrary treatment. Each job assignment is contracted individually without any guarantee of job continuity.

This uncertainty has a negative impact on job stability and the welfare of gig workers, such as online transportation drivers. Without

clear legal protection regulations, they risk facing uncertain working conditions, which could ultimately increase the potential for unemployment.³²

The Ministry of Manpower views the development of the gig economy in Indonesia positively, as this sector is capable of creating new job opportunities while also driving the growth of the informal economy. However, the Ministry of Manpower also observes that in practice, the relationship between workers and platform companies often does not reflect a true partnership. There is still the implementation of attendance systems, the imposition of sanctions in the form of suspensions, and an imbalance in the positions of partners and companies. In addition, the role of supervision of the development of the gig economy in Indonesia is still not optimal. The protection provided by the government to gig workers is currently generally limited to access to independent social security, given that their status is categorized as Non-Wage Recipients.³³

The relationship between platform companies and gig workers often does not meet the criteria for "employment" due to the existence of work control through algorithms. This creates legal uncertainty that limits gig workers' access to protections such as social security, wages, and bargaining rights.

³² Erda Afifah, "Studi Perbandingan Regulasi Hukum Bagi Pekerja Ekonomi Gig Di Sektor Transportasi : Indonesia Dan California," *Jurnal Restorasi Hukum* 7, no. 2 (2024): 210, <https://doi.org/10.14421/tfkjst58>.

³³ Reza Asmara, "Perkembangan ekonomi gig di Indonesia," 16 Juni 2025, Wawancara.

Without clear regulations, companies often consider drivers as independent contractors to avoid legal obligations and labor costs. As a result, gig workers do not receive social protection, occupational safety, or minimum wages. The regulation of workloads and income through non-transparent algorithms makes workers vulnerable to exploitation with uncertain earnings.

The gig economy offers opportunities through flexible working hours, new economic opportunities, and efficiency for companies. However, workers in this sector face challenges such as minimal social protection, the risk of algorithmic exploitation, uncertain income, and the absence of bargaining rights. Although the implementation of partnership relations is governed by Law Number 20 of 2008 concerning Micro, Small, and Medium Enterprises, in its development in Indonesia, this law does not yet cover partnership relationships in the gig economy era, such as the unclear status of workers, the lack of legal protection covering health insurance and work accidents, and dependence on platforms. Therefore, balanced regulations are needed to maintain work flexibility while protecting workers' rights, especially online motorcycle taxi drivers and digital platform workers.

The role of the government is very important because in a welfare state, the government is responsible for protecting the public interest. Welfare is a basic right of every citizen, so the state must ensure that its citizens live decently.³⁴ Based on Article 28D paragraph (1) of the 1945 Constitution of the Republic of Indonesia, the state has an obligation to provide protection and legal certainty to all citizens. The absence of effective oversight mechanisms and the lack of regulations regarding minimum rates indicate the state's negligence in carrying out its constitutional mandate to achieve social justice. Therefore, the government must immediately evaluate and reform the labor regulation system so that it can accommodate the new realities of the gig economy.³⁵

The government can collaborate with various parties such as the private sector to integrate social protection through international applications and institutions such as the International Labor Organization and the World Bank in designing regulations for freelance workers, as well as non-governmental organizations (NGOs) and workers' associations to provide training and legal advocacy for gig workers who face unfair treatment.

³⁴ Oman Sukmana dkk., *Negara Kesejahteraan Dan Pelayanan Sosial Perspektif Kebijakan Sosial Yang Memberikan Jaminan Perlindungan Warga Negara* (Intrans Publishing, 2015), 20.

³⁵ Novemyanto, "Rekognisi Status Dan Perlindungan Hukum Pekerja Gig Economy: Tinjauan Tuntutan Kolektif Pengemudi Ojek Online Di Indonesia," *Jurnal Hukum Pelita* 6, no. 1 (2025): 214–15, <https://doi.org/10.37366/jhp.v6i1.5789>.

According to Muhyiddin, the government needs a structured short- and medium-term strategy to regulate gig workers. The short term includes forming an inter-ministerial team, mapping workers, public consultation, and drafting a Government Regulation as the basis for regulation. For the medium term, over the next five years, the focus will be on revising Law No. 13 of 2003 on Manpower, developing special social protection, supervision, law enforcement, and digitizing data and complaint systems.

Citizens and civil law entities need legal protection from government actions because they depend on government decisions. This protection is important to ensure legal certainty and security, which are essential in the business world. In accordance with Article 27 of the 1945 Constitution of the Republic of Indonesia, the state is responsible for providing legal protection to its citizens.

CONCLUSION

The legal relationship between workers and platform companies is generally not categorized as a formal employment relationship, but rather as a partnership. This is because the relationship only fulfills one of the three elements that constitute an employment relationship as stipulated in Law No. 13 of 2003 concerning Manpower. This partnership is based on the principle of equality between the parties, which means that there is no subordinate structure between the company and gig workers. In the absence

of a hierarchical relationship as in a conventional employment relationship, platform companies are not obliged to fulfill the normative rights that are usually guaranteed by labor law, such as employment social security, the right to a minimum wage, protection against unilateral termination of employment, and freedom of association.

Legal protection is a fundamental aspect in ensuring the rule of law and in efforts to achieve justice and order in society. In the context of partnerships, gig workers are not included in the category of formal workers as referred to in the Manpower Act, so they do not automatically receive the normative protection stipulated in the law. Therefore, a preventive approach to legal protection is relevant to apply. This approach emphasizes efforts to prevent legal violations through the drafting of transparent partnership agreements, based on good faith, and supported by clear sectoral regulations that are adaptive to the dynamics of the gig economy.

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