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Non-Standard Employment Relationships in the Digital Era: A Normative Study on the Regulatory Void in Protecting Ride- Hailing Drivers

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ABSTRACT

Amid the massive expansion of the digital economy, millions of ride-hailing drivers in Indonesia work under conditions of legal vulnerability due to the use of a 'partnership' scheme that systematically conceals a genuine employment relationship. This phenomenon has created a fundamental regulatory void, wherein the national labor law framework fails to provide adequate protection. This research aims, first, to critically analyze the legal character of the relationship between drivers and platforms, and second, to examine the incompatibility of this partnership model with the principles of Indonesian industrial relations. Through a normative legal research method using statutory, conceptual, and comparative approaches, it was found that the 'partnership' label is proven to be a legal fiction. Substantively, the three elements of an employment relationship (work, wages, and orders) as stipulated in Law Number 13 of 2003 have been fulfilled. The element of 'orders' is strongly manifested through the mechanism of digital subordination or algorithmic management. This denial of legal status directly erodes the foundations of worker protection, nullifying access to social security, fair dispute resolution mechanisms, and the right to associate. Therefore, this research asserts that the relationship is a disguised employment relationship that demands decisive state intervention. A fundamental legislative reform of Law Number 13 of 2003 is necessary to respond to the dynamics of digital work in a fair and socially just manner.

Keywords: Employment Relationship; Non-Standard Employment; Partnership; Regulatory Void; Ride-Hailing.

INTRODUCTION

The transformation of the digital economy has triggered a fundamental disruption in both global and national employment landscapes (Hasyim et al., 2023). A key aspect of this is the massive expansion of the gig economy, driven by platform companies such as Gojek and Grab. On one hand, this business model offers a positive narrative of work flexibility and the creation of economic opportunities for millions of individuals previously outside the formal labor market (Noak et al., 2024). On the other hand, its emergence has simultaneously eroded the established pillars of worker protection. It creates a complex legal dilemma between technological innovation and social justice. This phenomenon, particularly within the ride-hailing sector, has opened a critical discourse on the legal status of platform workers who depend on the digital ecosystem for their livelihoods.

The most fundamental juridical problem lies in the classification of the legal relationship between drivers and application companies. Contractually, drivers are positioned as independent "partners." This label effectively places them outside the jurisdiction of Law Number 13 of 2003¹. Consequently, millions of drivers who form the backbone of this digital economy operate in a gray area. They lack access to normative rights that should be guaranteed by the state, such as a minimum wage, social security, and protection from unilateral termination. This situation, as identified by numerous researchers, constitutes a form of worker misclassification, where the terminology of

¹Law Number 13 of 2003, as amended by Article 81 of Government Regulation in Lieu of Law Number 2 of 2022.

partnership is used as an instrument to evade employer obligations (Dananjaya et al., 2023).

This condition creates a tangible regulatory void within Indonesia's labor law system. This void is not merely the absence of specific regulations; it is the inability of the existing legal framework—designed for the conventional industrial era—to respond to and accommodate atypical, digital platform-based work models (Yasa, 2025). Neither Law Number 13 of 2003 nor Law Number 6 of 2023², along with their derivative regulations, has been proven to explicitly govern the status and protection of gig workers. It creates systemic legal uncertainty that is detrimental to the party in the most vulnerable position: the drivers (Annazah et al., 2023; Hamid & Intan, 2024).

Beneath the formality of a seemingly equal partnership agreement lies a fundamentally imbalanced power relation. Application companies maintain full control over the digital “means of production”—namely, the algorithm that governs job allocation, fare setting, performance evaluation systems, and even the unilateral imposition of sanctions (Khairullah et al., 2025). Drivers, despite being called partners, possess no bargaining power to negotiate their terms of work and are entirely dependent on the system designed by the platform. This disparity obscures the philosophy of freedom of contract, which is a cornerstone of civil law. Instead, the condition more accurately reflects the characteristics of a subordinate relationship, a hallmark of an employment relationship (Dananjaya et al., 2023).

The central argument emerging in legal discourse is the importance of applying the principle of the primacy of facts. This principle asserts that the factual substance of a relationship must take precedence over its formal contractual label. Various analyses demonstrate that the relationship between drivers and platforms, in practice, fulfills the three essential elements of an employment relationship under Law Number 13 of 2003: the existence of work, wages (compensation), and orders (Christiyono et al., 2024). The element of “orders” in this context has transformed from direct human supervision into a form of algorithmic control. This control is even more stringent and omnipresent, a phenomenon known as digital subordination.

A direct consequence of this ambiguous legal status is the erosion of the social safety net for drivers. They bear all operational risks themselves, from vehicle and fuel costs to the risk of work-related accidents, without adequate social security protection for workers (Nurhadi, 2023). Furthermore, when disputes arise or partnerships are terminated—often unilaterally—they cannot access the industrial relations dispute resolution mechanisms stipulated in Law Number 2 of 2004. As a result, they are trapped in precarious and exploitative work situations (Noorikhsan et al., 2024).

²Law Number 6 of 2023 on Enactment of Government Regulation in Lieu of Law Number 2 of 2022 Into Law.

Regulatory efforts undertaken by the government thus far have proven to be partial and have failed to address the root of the problem. For example, Minister of Transportation Regulation Number PM 12 of 2019 focuses more on safety and operational aspects of transportation. However, this regulation consciously adopts and legitimizes the partnership logic without critiquing its labor implications. [Izzati \(2022\)](#) even argues that this regulation may exacerbate the imbalanced relationship by placing a disproportionate burden of obligations on the drivers. Similarly, other regulations in the traffic and road transport sector still do not recognize two-wheeled vehicles as official public transport, adding further layers of complexity and legal uncertainty ([Anggalana & Anggara, 2021](#); [Lamganda et al., 2023](#)).

Numerous studies and academic discourses have consistently emphasized the need for legal reform. Several studies have detailed the working conditions of drivers and the existing legal problems ([Guntur, 2020](#); [Raska & Wardani, 2024](#)). Meanwhile, other research has proposed a range of alternative solutions, including creating a hybrid worker category and broadening the definition of employment relationship elements within the law ([Muhyiddin et al., 2024](#); [Tobing, 2024](#)). Nevertheless, a gap in the literature remains. There is a lack of comprehensive normative-juridical analysis advocating for a fundamental reformulation of Law Number 13 of 2003 as the primary legal umbrella, rather than merely creating piecemeal sectoral regulations.

A comparative perspective reveals that Indonesia lags behind several other countries that have taken progressive legal steps. Jurisdictions such as the United Kingdom, through its Supreme Court ruling, Spain with its *Real Decreto-ley 9/2021* (Ley Rider) ([Mannino, 2025](#)), and California with Assembly Bill 5 (Chapter 296, Statutes of 2019) through its ABC test ([Afifah, 2024](#)), have moved toward recognizing the rights of platform workers. They emphasize the substance of the employment relationship over contractual formalities. These international experiences demonstrate that protecting gig workers can be achieved without sacrificing innovation, and they serve as an important benchmark for guiding legal reform in Indonesia ([Tambunan et al., 2024](#)).

Based on the background described, this research is presented to fill the aforementioned gap by conducting an in-depth, normative legal study. This study aims, *first*, to critically analyze the legal character of the working relationship between online motorcycle taxi drivers and application companies under the framework of Law Number 13 of 2003. *Second*, it examines the fundamental incompatibility between the implemented partnership model and the principles of protection and justice within the Indonesian industrial relations system. Academically, this research contributes to enriching the doctrinal analysis of digital subordination in Indonesian positive law. Practically, its findings are expected to serve as a reference for stakeholders, particularly drivers, in understanding their legal position. Regulatively, this research

offers a strong argumentative foundation for legislators to promptly reform the labor law framework to be more adaptive, equitable, and capable of protecting all workers in the digital era.

METHOD

This research is constructed as normative legal research, also known as doctrinal legal research. It is the most valid method for dissecting issues of normative voids and analyzing the consistency between legal concepts and actual practices (Qamar & Rezah, 2020). This choice is based on the research's objective to evaluate the legal status of the non-standard employment relationship between online motorcycle taxi drivers and application companies. Its primary parameters are statutory regulations, legal principles, and labor law doctrines. This research, therefore, focuses on the analysis of legal texts, or American English (law in books), to provide juridical argumentation regarding the evolving socioeconomic phenomenon, or American English (law in action).

To address the research problems, a multi-faceted and complementary approach is employed. *First*, the statute approach serves as the backbone of the analysis. This approach systematically examines the hierarchy and substance of norms within relevant regulations, particularly Law Number 13 of 2003 concerning Manpower. *Second*, the conceptual approach is utilized to dissect and interpret key concepts. These concepts include 'employment relationship,' 'partnership,' and 'subordination' to obtain a precise understanding. *Finally*, the comparative approach is leveraged to broaden the perspective by comparing the legal problems and solutions in Indonesia with those in other jurisdictions that have already responded to the challenges of the gig economy, thereby providing a rational basis for policy recommendations.

The sources of legal materials used in this study are classified into three types. Primary legal materials include all applicable statutory regulations, such as the 1945 Constitution, the Civil Code, and Law Number 13 of 2003, as well as their implementing regulations. Secondary legal materials consist of various literature that provides explanations and analyses of the primary materials. These sources include textbooks, national and international scientific journals, prior research findings, articles, and reports from credible institutions like the International Labor Organization (ILO). Meanwhile, tertiary legal materials, such as legal dictionaries and encyclopedias, are used for support. These materials were compiled through an extensive review of documents and a thorough analysis of the literature (Sampara & Husen, 2016). It includes the examination of relevant jurisprudence or court decisions as a crucial source for understanding judicial interpretations of the living law.

The analysis of legal materials is conducted qualitatively using a layered technique (Irwansyah, 2020). The analytical foundation is descriptive-analytical, where existing norms are described in their entirety and then thoroughly analyzed for their interconnectedness and implications. The reasoning process employs deductive logic, concluding from general premises (principles and norms of labor law) to a specific case (the working relationship of online motorcycle taxi drivers). Furthermore, this analysis is enriched with a critical dimension. It means the research does not merely present the law as it is, but also evaluates and critiques the effectiveness and fairness of the applied 'partnership' model. This combination of analytical techniques enables the study not only to meet its juridical objectives but also to provide a comprehensive and substantive assessment.

RESULTS AND DISCUSSION

A. Juridical Deconstruction of Digital 'Partnership': An Analysis of the Fulfillment of the Elements of a Disguised Employment Relationship

The central legal problem in the ride-hailing ecosystem is rooted in the use of a 'partnership' scheme as the contractual basis between application companies and drivers. Conceptually, this model originates from the domain of civil law, specifically the Civil Code. It assumes an equal standing (*gelijkwaardigheid*) between the parties. A genuine partnership requires freedom of contract, a shared objective to gain profit, and a proportional distribution of risks and benefits (Crisyanti et al., 2023). Its fundamental philosophy is a coordinative relationship, where parties act as independent business entities (Yenny & Simbolon, 2024). However, this juridical premise is undermined when confronted with the operational reality of digital platforms.

Conversely, Article 1 point 15 of Law Number 13 of 2003 defines an employment relationship as one between an employer and a worker/laborer based on an employment agreement, which has the elements of work, wages, and orders. The essence of an employment relationship under this provision is not coordination, but subordination. It means there is a party that gives orders (the employer) and a party that receives them and operates under the employer's direction and supervision (the worker/laborer). This relationship is hierarchical and inherently imbalanced. Therefore, the state intervenes through labor law to protect the weaker party. Wibowo (2023) asserts that it is this dichotomy between an equal partnership and a subordinate employment relationship that digital platforms exploit to create legal status ambiguity.

The use of the 'partnership' label in this context is reasonably suspected to be a legal fiction. It is a strategy of worker misclassification designed to evade

the jurisdiction of labor law and all its attendant obligations ([Dananjaya et al., 2023](#)). To dismantle this fiction, the analysis cannot stop at the formal label of the agreement. In line with ILO Recommendation Number 198 (2006), the principle of the primacy of facts must be applied. This principle emphasizes the importance of prioritizing the substance and facts of a relationship to determine its legal status. Consequently, the normative-juridical analysis must focus on critically examining whether the three cumulative elements of an employment relationship (work, wages, and orders) are substantively fulfilled in the relation between drivers and application companies.

The first element, the existence of ‘work,’ is self-evidently fulfilled. Drivers perform the core activity that forms the basis of the application company’s business model: providing transportation or delivery services. This activity is not a separate side business; it is a job performed continuously and fully integrated into the platform’s operational system. The drivers are not running their own transportation businesses. They work for and under the brand image of the application company, utilizing its attributes and adhering to service standards set by the company. They are essential instruments for the company to generate revenue, which clearly places their activities within the scope of “performing work” as intended in Article 1 point 15 of Law Number 13 of 2003.

Next, the second element, the existence of ‘wages,’ is also fulfilled, although its terminology is camouflaged as ‘profit sharing’ or ‘commission.’ The compensation system for drivers does not reflect the profit-sharing arrangement in a joint venture. Instead, the scheme is more identical to a performance-based or piece-rate wage system. The application company unilaterally determines the basic fare structure, application fees, and incentive schemes, while drivers have no bargaining power to negotiate them. The payment received by drivers is direct remuneration for the services they have rendered, the amount of which is fully controlled by the platform’s algorithm. The lack of clarity and high commission deductions, as found in the research by [Mantoro et al. \(2025\)](#), further underscores that this is not a business relationship between partners, but a vulnerable and non-transparent wage system.

The analysis becomes more complex yet simultaneously more crucial when addressing the third element: the existence of ‘orders.’ In a conventional employment relationship, an ‘order’ is understood as a direct instruction from a superior. In the digital ecosystem, however, an ‘order’ has transformed into a more sophisticated and pervasive form of control. This phenomenon is known as digital subordination or algorithmic management. This form of subordination no longer requires human interaction; its execution is carried out through the technological

architecture of the application itself, effectively placing drivers under the platform's control and supervision.

The first manifestation of digital subordination is control over the performance of work. The application functions not merely as a connector but as a virtual manager that dictates how drivers must work. The algorithm determines order allocation, suggests travel routes, establishes mandatory standard operating procedures (SOPs), and regulates customer interactions. Drivers who deviate from these standards risk receiving low ratings, which directly impacts their future order acquisition.

Another crucial dimension is absolute economic control. Drivers lack the autonomy to set their own service fares. The price is determined entirely by the platform based on dynamic and often non-transparent algorithmic calculations. Even the work-time flexibility often touted as an advantage of this model is illusory. Bonus and incentive schemes are designed to incentivize drivers to work during peak hours and in specific locations, which is, in essence, an indirect form of work-time regulation.

Furthermore, the platform exercises continuous evaluative control through its rating and customer feedback system. This system functions like a permanent performance review mechanism, where every action of the driver is monitored and assessed. The outcome of this assessment not only affects their reputation but also serves as the basis for the algorithm to grant 'rewards' (order priority) or 'punishments' (a decrease in orders). This form of supervision is even more intensive than what is typically found in traditional workplaces.

The pinnacle of this digital subordination is the existence of control through unilateral sanctions. The application company reserves the right to impose sanctions on drivers deemed to have violated its code of conduct or service standards. These sanctions range from warnings and temporary suspension to permanent partnership termination (account deactivation). This process often occurs without a fair mechanism for self-defense or a transparent clarification procedure (Morong et al., 2025). The authority to unilaterally impose "punishment" is the clearest manifestation of the imbalanced power relation and a primary indicator of a subordinate relationship.

Research by Khairullah et al. (2025), using a critical approach, even categorizes this algorithmic control as a new form of digital exploitation. The platform, as the owner of the 'means of production' (the application and algorithm), completely dominates the work process. Meanwhile, the drivers, who only possess their 'labor power' (driving skills and vehicle), are in a fully dependent

and controlled position. This view, along with findings from [Christiyono et al. \(2024\)](#), which also affirm the fulfillment of the element of orders, strengthens the argument that the control exercised by the platform far exceeds the boundaries of an ordinary partnership relationship.

Based on the juridical deconstruction of these three elements, the inevitable conclusion is that the relationship between online motorcycle taxi drivers and application companies substantively meets the qualifications of an employment relationship as stipulated in Law Number 13 of 2003. Thus, the use of the 'partnership' label is proven to be nothing more than a legal fiction. It serves as a veil to conceal the reality of a disguised employment relationship. This practice deliberately places millions of workers beyond the reach of labor law protection, a condition that demands juridical intervention to restore justice and legal certainty to the relationship.

B. The Erosion of Industrial Relations Principles: Implications of the Partnership Model for Worker Protection and Justice

Having juridically established that the relation between drivers and platforms is substantively an employment relationship, the analysis now shifts to the systemic consequences of denying this status. The use of the 'partnership' model does not merely create legal ambiguity; this practice fundamentally erodes the foundations and principles of industrial relations mandated by the constitution and Indonesia's labor law system. The philosophy of industrial relations in Indonesia, grounded in Pancasila and the 1945 Constitution, explicitly places social justice and the protection of the economically and socially weaker party as its main pillars ([Deviona et al., 2024](#)). This principle is the antithesis of the pure free-market logic that underpins civil law relationships, as the state acknowledges the inherent power imbalance between employers and workers.

Industrial relations law exists as a corrective mechanism to ensure that economic efficiency does not sacrifice human dignity. The constitutional mandates in Article 27 section (2) of the 1945 Constitution concerning the right to work and a decent livelihood, and Article 28D section (2) of the 1945 Constitution concerning the right to work and to receive fair and proper remuneration and treatment in an employment relationship, are not merely declarative norms. Both are mandates for the state to create a legal framework that protects workers. By classifying drivers as 'partners,' application companies effectively remove the relationship from the protective jurisdiction of public law (Law Number 13 of 2003) and place it within the liberal domain of private law (Civil Code). This action directly contradicts the spirit and purpose of national industrial relations law.

The most tangible and detrimental impact of this erosion of principles is the loss of access to the entire edifice of normative rights for the drivers. These rights constitute the social safety net for formal workers. The first fundamental right to be amputated is the right to social security for workers. Under the regime of Law Number 40 of 2004³ and Law Number 24 of 2011⁴, every employer is obligated to enroll their workers in Work Accident Security, Death Security, Old Age Security, and Pension Security programs. The ‘partner’ status nullifies this obligation. Consequently, all social risks—from traffic accidents, which are an inherent risk of their job, to economic uncertainty in old age—are borne entirely by the individual drivers. Findings by [Nurhadi \(2023\)](#) and [Noorikhsan et al. \(2024\)](#) vividly demonstrate the extreme vulnerability faced by drivers due to the absence of this essential protective umbrella.

Furthermore, drivers also lose the right to fair and structured mechanisms for resolving industrial relations disputes. Law Number 2 of 2004 provides a tiered dispute resolution pathway, starting with bipartite negotiations, followed by mediation/conciliation, and culminating in litigation in the Industrial Relations Court. This mechanism is designed to balance the bargaining positions between workers and employers. Due to their ‘partner’ status, drivers involved in disputes, particularly regarding unilateral termination (account deactivation), lack a clear legal forum to seek justice. They are entirely dependent on the company’s internal mechanisms, which are often non-transparent, unaccountable, and potentially arbitrary ([Morong et al., 2025](#)).

Another fundamental right that is eroded is the right to associate and bargain collectively, as guaranteed by Law Number 21 of 2000. Although drivers have formed various communities and associations, their position is not legally recognized as a trade/labor union. Consequently, they lack the formal legitimacy to engage in collective bargaining to collectively determine wage standards, working conditions, and other rights. This weak collective bargaining position makes their voices easy for platforms to ignore, exacerbating the existing power imbalance and hindering the realization of industrial democracy in the digital workspace.

In addition to these three fundamental rights, the ‘partner’ status also nullifies other normative rights, including the right to minimum wage, the right to rest periods and annual leave, the right to a religious holiday allowance, and the right to severance pay in the event of termination ([Muzakir & Husen, 2025](#)). A comparison conducted by [Perdana and Satory \(2025\)](#) between online motorcycle taxi drivers and Daily Freelance Workers—a category of flexible workers that is

³Law Number 40 of 2004, as amended several times, lastly by Article 188 of Law Number 4 of 2023.

⁴Law Number 24 of 2011, as amended by Article 83 of Government Regulation in Lieu of Law Number 2 of 2022.

nonetheless recognized under Law Number 13 of 2003—reveals the deep chasm in legal protection experienced by platform workers.

Ironically, some sectoral policies issued by the government have failed to correct the issues and instead perpetuate the problematic partnership logic. Minister of Transportation Regulation Number PM 12 of 2019 is the most relevant example. As sharply analyzed by [Izzati \(2022\)](#), this regulation, while intended to provide a legal umbrella, explicitly adopts the ‘partnership’ terminology. As a result, instead of placing primary responsibility on the application company as the most powerful and benefited entity, the regulation transfers various burdens of obligation, particularly concerning safety and service standards, onto individual drivers. The regulation serves as an example of ‘logical distortion,’ where policymakers failed to see the substance of the subordinate relationship and became trapped in the contractual formalities presented by the industry.

Similar criticism can be directed at the broader legal framework. Both Law Number 22 of 2009⁵, which has yet to recognize motorcycles as public transport ([Anggalana & Anggara, 2021](#)), and Law Number 6 of 2023, which, in its labor cluster reform, completely overlooks the issue of gig or non-standard workers ([Hamid & Intan, 2024](#)), demonstrate systemic legislative oversight. This failure indicates that Indonesia’s positive law remains entrenched in the conventional industrial work paradigm and has not yet adapted to the new realities of the digital economy era.

The condition of legal stagnation in Indonesia becomes even more pronounced when contrasted with progressive developments in other jurisdictions. A comparative approach shows that various countries have taken decisive steps to reclassify the legal status of platform workers. The UK Supreme Court, in the case of *Uber BV v Aslam* (ID UKSC/2019/0029), ruled that Uber drivers are “workers,” a category situated between employees and self-employed individuals, who are entitled to the minimum wage and paid leave. The decision was based on the substantial degree of control Uber exercised over its drivers ([Tambunan et al., 2024](#)).

Meanwhile, Spain took a legislative path with the *Real Decreto-ley 9/2021* (Ley Rider). This law creates a legal presumption that food delivery couriers are employees, thereby shifting the burden of proof to the platform companies. This move was a direct response to court rulings that had consistently found the existence of an employment relationship ([Mannino, 2025](#)). Across the Atlantic, the state of California in the United States applies the strict “ABC Test,” under which

⁵Law Number 22 of 2009, as amended by Article 55 of Government Regulation in Lieu of Law Number 2 of 2022.

a worker is considered an employee unless the employer can prove three specific conditions demonstrating the worker's genuine independence (Afifah, 2024).

These three examples—whether through judicial rulings or legislative intervention—send the same message: the label in a contract is irrelevant if the facts demonstrate control and subordination. These countries are actively applying the principle of the primacy of facts to pierce the veil of 'partnership' and provide proper protection. The lesson from this comparative practice is clear: Indonesia's inability to provide similar protection is not a technical inevitability but rather a policy choice that urgently needs to be corrected.

Based on this entire analysis, several important implications can be drawn. Theoretically, the phenomenon of algorithmic subordination challenges the traditional concepts of 'orders' and 'supervision' in labor law doctrine. The law is required to evolve and broaden its interpretation to capture the essence of control in modern, technology-mediated work relationships.

Practically, the implications are stark. The current partnership model has created precarious working conditions and excludes millions of workers from the social safety net and procedural justice. The vulnerability they face is not an unavoidable side effect of innovation; it is the direct result of an imbalanced and exploitative legal construction.

Finally, in a regulatory sense, the implication is a pressing call for state intervention. Piecemeal efforts through sectoral regulations have proven ineffective. A fundamental and comprehensive reform is necessary, starting with the revision and expansion of the definition of an 'employment relationship' in Article 1 point 15 of Law Number 13 of 2003, to explicitly include platform workers who operate in a subordinate relationship. Without this foundational step, the noble principles of Indonesian industrial relations will remain merely dead letters, incapable of protecting the most dynamic and growing segment of the workforce in the 21st century.

CONCLUSIONS AND SUGGESTIONS

Based on the results and discussion, it is concluded that the use of the 'partnership' scheme in the ride-hailing ecosystem is a legal fiction that conceals the reality of an employment relationship. The normative-juridical analysis unequivocally demonstrates that the relation between drivers and application companies substantively fulfills the three cumulative elements of an employment relationship as mandated by Law Number 13 of 2003: work, wages, and orders. The element of 'orders,' in particular, is strongly manifested through the mechanism of digital subordination

or algorithmic management, wherein the platform exercises strict and continuous control over every aspect of a driver's work.

The consequences of this denial of legal status are fundamental. The imposed partnership model has systemically eroded the principles of protection and justice that form the foundation of industrial relations in Indonesia. This practice not only creates a detrimental regulatory void but also directly denies access to millions of drivers of essential normative rights, such as social security for workers, fair dispute resolution mechanisms, and the right to associate and bargain collectively. Thus, this relationship fosters precarious working conditions and contradicts the state's constitutional mandate to guarantee a decent livelihood for every citizen.

Considering these findings and reflecting on progressive legal practices in other countries, this research recommends a series of structured and actionable intervention steps. For legislators and the government, the primary urgency is to undertake fundamental legislative reform, rather than merely issuing sectoral regulations. The most crucial step is to revise the definition of an 'employment relationship' in Article 1 point 15 of Law Number 13 of 2003. This revision must ensure the definition can explicitly encompass atypical work relationships mediated by digital platforms by adding indicators of algorithmic control as a form of subordination. Furthermore, policy harmonization between the Ministry of Manpower and the Ministry of Transportation is required to ensure that regulations in the transportation sector no longer ignore worker protection aspects.

For application companies, it is recommended that they proactively transition from the exploitative partnership model to a more equitable and responsible employment scheme. This step involves not only recognizing worker status but also implementing its inherent obligations, such as enrolling drivers in the BPJS Ketenagakerjaan (Workers' Social Security) program, providing transparent grievance and dispute resolution mechanisms, and engaging in an equal dialogue with driver representatives. This transformation is not merely a matter of legal compliance but also a long-term investment in ethical business sustainability.

For drivers and their associations, strengthening capacity and collective solidarity is key. Improving legal literacy regarding labor rights must be continuously promoted so that drivers can advocate for their interests more effectively. Existing associations must continue to fight for formal recognition as trade unions to possess strong legitimacy in collective bargaining with platforms and the government. Ultimately, for the academic community, further research is necessary to monitor the legislative process and assess the effectiveness of future policy implementation. Moreover, it is also necessary to develop new legal concepts that can address the evolving labor challenges of the digital era.

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