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The Employment Status of Workers in the Gig Economy

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Original Article

Abstract

Indonesia's Law No. 27 of 2026 on Labor Protection shifts the legal issue of platform work from limited statutory recognition to the classification of work relationships and the enforceability of rights. This study examines the distinction between employment relationships and specific work arrangements in Indonesia and compares their protective frameworks with Singapore's. It employs doctrinal legal research using statutory, conceptual, and comparative approaches, supported by systematic and purposive interpretation. The analysis finds that work, wages, and direction remain the defining elements of employment, while Article 102 recognizes platform partnerships and establishes entitlements to decent earnings, occupational safety and health protection, and social security. Articles 103 and 251 leave unresolved questions about implementing rules and termination compensation. Singapore distinguishes ride-hailing and delivery platform workers from employees and independent contractors through a management-control test, accompanied by social security contributions, work injury compensation, and collective representation. The study develops a two-stage framework that separates substantive classification from the identification of rights and enforcement mechanisms. Recognition of platform partnerships therefore neither precludes a finding of employment nor establishes equivalent protection across the two jurisdictions.

Keywords: *Platform Work, Employment Relationship, Legal Protection, Algorithmic Control, Comparative Law*

Abstrak

Pembaruan hukum ketenagakerjaan Indonesia melalui Undang-Undang Nomor 27 Tahun 2026 mengubah persoalan status pekerja platform digital dari keterbatasan pengakuan menjadi persoalan klasifikasi dan pemenuhan hak. Penelitian ini menganalisis batas hubungan kerja dan hubungan pekerjaan tertentu di Indonesia serta membandingkan pelindungannya dengan Singapura. Penelitian hukum normatif menggunakan pendekatan perundang-undangan, konseptual, dan komparatif dengan penafsiran sistematis dan teleologis. Hasil penelitian menunjukkan bahwa unsur pekerjaan, upah, dan perintah tetap menjadi dasar hubungan kerja, sedangkan Pasal 102 mengakui kemitraan platform dengan hak atas penghasilan layak, pelindungan keselamatan dan kesehatan kerja, serta jaminan sosial. Pasal 103 dan Pasal 251 menyisakan persoalan perincian pengaturan serta besaran kompensasi pengakhiran. Singapura membedakan pekerja platform sektor transportasi dan pengantaran dari karyawan dan pekerja mandiri melalui pengujian kendali manajerial, disertai kontribusi jaminan sosial, kompensasi cedera kerja dan representasi kolektif. Kontribusi penelitian berupa kerangka pengujian dua tahap yang memisahkan klasifikasi hubungan kerja berdasarkan realitas pengendalian dari penentuan paket hak dan mekanisme pemenuhannya. Kerangka ini menunjukkan bahwa pengakuan kemitraan platform tidak identik dengan penghapusan kemungkinan hubungan kerja ataupun kesetaraan penuh pelindungan kedua negara.

Kata kunci: *Pekerja Platform, Hubungan Kerja, Pelindungan Hukum, Kendali Algoritmik, Perbandingan Hukum*

1. INTRODUCTION

The organization of work through digital platforms separates the location where services are performed from the center of corporate decision-making. In transportation and delivery services, drivers use applications to receive orders, obtain pricing information, and access payments. Freedom to choose when to log into an application does not necessarily entail freedom to determine transaction terms or retain access to work. This variation distinguishes platform work from the broader category of freelance work, which also encompasses genuinely independent professional services. Vallas and Schor identify diverse forms of platform organization, while Prassl emphasizes the allocation of business functions and work-related risks in the on-demand economy.[1]

The Indonesian context illustrates how flexibility and dependence can coexist within a single work relationship. A study by Novianto, Wulansari, and Keban involving 290 transportation, food delivery, and courier drivers identifies problematic working conditions and limitations in social protection. These findings derive from their research rather than empirical measurements undertaken in the present study. Ford and Honan identify emerging driver organizations based on mutual aid and the limitations of these organizations in advancing collective interests. Together, these studies illustrate how contractual arrangements relate to access to income, risk protection, and bargaining capacity.[2]

The constitutional foundations of labor protection are established in Articles 27(2), 28D(2), and 28H(3) of the 1945 Constitution of the Republic of Indonesia. Within Indonesian labor law, employment relationships arise from agreements and entail rights and obligations between workers and employers. Distinguishing employment from other private-law relationships determines the applicability of protective rules that cannot be left entirely to contractual autonomy. Describing an individual as a partner is therefore insufficient to establish the legal character of the underlying relationship.[3]

Until October 27, 2026, classification centered on the elements of work, wages, and direction under Article 1(15) of Law No. 13 of 2003 on Manpower, as subsequently affected by the labor provisions of Law No. 6 of 2023. Constitutional Court Decision No. 168/PUU-XXI/2023 provides the context for the restructuring of this legislation. Effective October 28, 2026, Law No. 27 of 2026 on Labor Protection repealed Law No. 13 of 2003 and specified provisions of the labor cluster of Law No. 6 of 2023. Earlier implementing regulations remain in force to the extent

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1 Steven Vallas dan Juliet B. Schor, "What Do Platforms Do? Understanding the Gig Economy," *Annual Review of Sociology* 46 (2020): 273–294. https://doi.org/10.1146/annurev-soc-121919-054857. Jeremias Prassl, *Humans as a Service: The Promise and Perils of Work in the Gig Economy* (Oxford: Oxford University Press, 2018). https://doi.org/10.1093/oso/9780198797012.001.0001.

2 Arif Novianto, Anindya Dessi Wulansari, dan Yeremias T. Keban, "Searching for a Better Job: Indonesian Gig Workers and the Limits of Decent Work Agendas," *Work Organisation, Labour & Globalisation* 17, no. 2 (2023): 71–90. https://doi.org/10.13169/workorgalaboglob.17.2.0071. Michele Ford dan Vivian Honan, "The Limits of Mutual Aid: Emerging Forms of Collectivity among App-Based Transport Workers in Indonesia," *Journal of Industrial Relations* 61, no. 4 (2019): 528–548. https://doi.org/10.1177/0022185619839428.

3 Indonesia, Undang-Undang Dasar Negara Republik Indonesia Tahun 1945, Pasal 27 ayat (2), Pasal 28D ayat (2), dan Pasal 28H ayat (3). https://jdih.dpr.go.id/index/uu1945. Zaeni Asyhadie, *Hukum Kerja: Hukum Ketenagakerjaan Bidang Hubungan Kerja* (Jakarta: Rajawali Pers, 2008). https://perpustakaan.bsdk.mahkamahagung.go.id/index.php?id=4000&keywords=&p=show_detail.

that they are consistent with the new law. This development changes the starting point of the analysis: incomplete protection can no longer be equated with the absence of any statutory recognition.[4]

Chapter XII of Law No. 27 of 2026 regulates specific work arrangements (hubungan pekerjaan tertentu). Article 102 recognizes flexible work based on agreement, including partnerships involving digital platforms, and identifies decent earnings, occupational safety and health (OSH) protection, and social security as entitlements. Article 103 distinguishes the instruments through which further rules governing such arrangements are established according to the form of agreement. Article 251 links compensation upon termination to an agreement concerning the amount payable. The government has also announced the issuance of Presidential Regulation No. 27 of 2026 governing the platform-based transportation ecosystem. The interaction of these provisions raises questions about the scope of recognition, substantive classification criteria, and the implementation of rights.[5]

Indonesian scholarship preceding the reform pursued several lines of inquiry. Izzati examined the existence and inadequate regulation of nonstandard employment relationships; Oey addressed the misclassification of app-based motorcycle taxi drivers in light of European legal developments; and Mediana and Sukmaningsih highlighted uncertainty surrounding worker protection under the earlier labor legislation. These studies provide a foundation for distinguishing contractual nomenclature from the actual nature of work. Their legal frameworks, however, predate Law No. 27 of 2026.[6]

Comparative research has also addressed this subject. Lesmana and Samudra compared the protection of gig workers in Indonesia, Malaysia, and Singapore. Tampubolon and Wahyuni examined platform workers' statutory rights with reference to Singapore's distinct legal category. Widiastiani explored a hybrid model for Indonesian law, while Izzati and Kwang considered the creation of a distinct category, an expanded definition of employment, and incremental reform through technical regulations. Accordingly, neither a comparison between Indonesia and Singapore, recognition of algorithmic control, nor a proposal for a hybrid category constitutes the distinctive contribution of this study in itself.[7]

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4 Indonesia, Undang-Undang Nomor 13 Tahun 2003 tentang Ketenagakerjaan. https://peraturan.bpk.go.id/Details/43013. Indonesia, Undang-Undang Nomor 6 Tahun 2023 tentang Penetapan Peraturan Pemerintah Pengganti Undang-Undang Nomor 2 Tahun 2022 tentang Cipta Kerja Menjadi Undang-Undang. https://peraturan.bpk.go.id/Details/246523/uu-no-6-tahun-2023. Mahkamah Konstitusi Republik Indonesia, Putusan Nomor 168/PUU-XXI/2023, 31 Oktober 2024. https://www.mkri.id/perkara/persidangan/putusan?jenis=PUU&page=1&search=168%2FPUU-XXI%2F2023. Indonesia, Undang-Undang Nomor 27 Tahun 2026 tentang Pelindungan Ketenagakerjaan, Pasal 1 angka 19 dan Pasal 310–313. https://peraturan.bpk.go.id/Details/359755/uu-no-27-tahun-2026-pelindungan-ketenagakerjaan.

5 Indonesia, UU 27/2026, Pasal 102–103 dan 251. Indonesia, Peraturan Presiden Nomor 27 Tahun 2026 tentang Pelindungan Ekosistem Transportasi Berbasis Platform Digital. https://veritask.ai/id/search-engine/regulation/115e31db-5727-4909-b750-0a3c046ba13f. Kementerian Perhubungan Republik Indonesia, "Pemerintah Terbitkan Perpres No. 27 Tahun 2026, Menhub Dudy: Berikan Kepastian Hukum Pengemudi Ojek Online," 10 Oktober 2026. https://www.kemenhub.go.id/post/read/pemerintah-terbitkan-perpres-no.-27-tahun-2026%2C-menhub-dudy--berikan-kepastian-hukum-pengemudi-ojek-online.

6 Nabiyla Risfa Izzati, "Eksistensi Yuridis dan Empiris Hubungan Kerja Non-Standar dalam Hukum Ketenagakerjaan Indonesia," *Masalah-Masalah Hukum* 50, no. 3 (2021): 290–303. https://doi.org/10.14710/mmh.50.3.2021.290-303. Williams Oey, "Misklasifikasi Hubungan Kerja Pengemudi Ojek Online (Platform Worker) di Indonesia," *Veritas et Justitia* 10, no. 1 (2024): 153–178. https://doi.org/10.25123/vej.v10i1.7722. Ni Nengah Eilsa Ayu Mediana dan Ni Komang Irma Adi Sukmaningsih, "Gig Economy Dalam Hukum Ketenagakerjaan Sebagai Tantangan Baru Dalam Dunia Bisnis Digital," *RIGGS: Journal of Artificial Intelligence and Digital Business* 5, no. 1 (2026): 5859–5867. https://doi.org/10.31004/riggs.v5i1.6685.

7 Sri Jaya Lesmana dan Muhammad Mpu Samudra, "Legal Protection of Gig Economy Workers: A Comparative Study in Indonesia, Malaysia, and Singapore," *SASI* 31, no. 3 (2025): 201–218. https://doi.org/10.47268/sasi.v31i3.3006. Bona Jevon

The research gap concerns the interaction between the definition of employment retained in Article 1(19), recognition of platform partnerships under Articles 102–103, and the consequences of terminating specific work arrangements under Article 251 of Law No. 27 of 2026. These sets of provisions may produce different forms of protection for individuals who earn income through applications. This study develops a two-stage analytical framework: substantive classification of the relationship and determination of applicable rights and mechanisms for securing them. Comparison with Singapore clarifies that legal recognition and the operationalization of rights are related but distinct issues. The contribution is a doctrinal synthesis of recent legal developments rather than a claim to be the first study of platform work.

The study addresses two questions. First, how does Indonesian labor law determine the legal status and protection of platform workers following the enactment of Law No. 27 of 2026? Second, how do Indonesia and Singapore compare in their determination of status, rights, and protective mechanisms for platform workers? The study aims to delineate the governing rules on employment relationships and specific work arrangements and to develop analytical criteria for assessing the consequences of classification. The functional scope of the comparison focuses primarily on app-based passenger transportation and delivery services, avoiding an unwarranted extension of Singapore's statutory category to all forms of freelance work.

2. RESEARCH METHODOLOGY

This study employs descriptive-analytical doctrinal legal research. The conceptual approach examines employment, partnership, subordination, and worker protection. The statutory approach analyzes the structure and interaction of applicable provisions, while the comparative approach considers how Indonesian and Singaporean law regulate work mediated by digital platforms. The analysis relies on legal materials rather than interviews or field observations. Muhaimin's work on legal research methodology informs the characterization of doctrinal research and the use of legal sources.[8]

Primary legal materials include the 1945 Indonesian Constitution; Laws No. 13 of 2003 and No. 6 of 2023 for historical context; Law No. 27 of 2026; legislation on industrial relations disputes and social security; Presidential Regulation No. 27 of 2026; and the Platform Workers Act 2024. Constitutional Court Decision No. 168/PUU-XXI/2023 is treated as background to legislative reform rather than the object of a case-law analysis. Official ministerial guidance, International Labour Organization (ILO) standards, books, and journal articles are used according to their respective functions. Documentary research through publishers, indexes, repositories,

Tampubolon dan Ridha Wahyuni, "Protection of the Normative Rights of Platform Workers: A Comparative Study of Indonesia and Singapore," *Journal of Law, Politic and Humanities* 6, no. 4 (2026): 2979–2989. https://doi.org/10.38035/jlph.v6i4.3373. Nindry Sulistya Widiastiani, "A Regulatory Time Bomb: Can Singapore's Model Rescue Indonesia's Gig Economy?," *Jurnal Dinamika Hukum* 25, no. 3 (2025): 254–269. https://doi.org/10.20884/1.jdh.2025.25.3.15868. Nabiyla Risfa Izzati dan Eugenia Novera Kwang, "Regulating Platform Work in Indonesia: Exploring Legal Options for Workers' Protection," *Jurnal Ketenagakerjaan* 20, no. 3 (2025). https://doi.org/10.47198/jnaker.v20i3.622.

8 Muhaimin, *Metode Penelitian Hukum* (Mataram: Mataram University Press, 2020). https://eprints.unram.ac.id/20305/.

and official legal information portals has a cutoff date of November 19, 2026. The indexed statutory text and official Singaporean guidance support the analysis of provisions; examination of the presidential regulation is limited to material corroborated by official announcements and a secondary reproduction. Literature accessible only through abstracts or summaries is used within the limits of the information they disclose.

Systematic interpretation connects the elements of employment with the category of specific work arrangements, associated rights, regulatory instruments, and the consequences of termination. Purposive interpretation examines classification in light of the protective objectives of labor law. The functional comparison addresses five corresponding dimensions: personal scope, indicators of control, income and social security, protection upon termination, and representation and dispute resolution. The study applies qualitative legal analysis, deductive reasoning, and synthesis across provisions. Illustrations of platform work are analytical scenarios rather than factual findings about any company or judicial determinations of an individual worker's status. The findings concern legal design; implementation effectiveness cannot be established without empirical evidence.

3. RESULTS AND DISCUSSION

3.1. Employment Status and Platform Partnerships under Indonesian Law

Article 1(19) of Law No. 27 of 2026 retains three elements established under earlier Indonesian labor law: work, wages, and direction.[9] It defines an employment relationship between an employer and a worker or laborer on the basis of an employment agreement. These elements operate cumulatively. Work denotes the performance of productive activities; wages constitute remuneration legally associated with work performed within an employment relationship; and direction signifies authority over the manner in which work is carried out. Flexible scheduling and output-based remuneration are not identified as circumstances that automatically exclude employment. Legal classification depends on whether the elements are present in a particular relationship, not simply on the place of work or the technology used.[10]

In app-based services, the work element may be evident in the obligation to provide transportation or delivery services once an order is accepted. Performing work alone, however, does not distinguish an employee from an independent service provider, since both undertake contractual performance. The concept of wages likewise has limits. Customer payments, receipts distributed through applications, incentives, and business revenue are distinct economic flows that cannot automatically be equated with wages in an employment relationship. The identity of the party determining and bearing the payment obligation, the contractual structure, and the allocation of income risk contextualize the inquiry. Describing payments as fares, commissions, or earnings does not resolve classification.

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[9] Satria Hadi Wibowo and Juan Matheus, "Tinjauan Yuridis Pemberian Uang Pesangon Kepada Karyawan Yang Di-PHK Pasca Pengesahan Perppu Cipta Kerja," *NUSANTARA: Jurnal Ilmu Pengetahuan Sosial* 10, no. 5 (2023): 2560–65, https://doi.org/http://dx.doi.org/10.31604/jips.v10i5.2023.2560-2565.

[10] Indonesia, UU 27/2026, Pasal 1 angka 18–19. Asyhadie, *Hukum Kerja*.

Direction is a critical element because digital technologies enable control without the physical presence of a supervisor. Rosenblat and Stark's study of Uber identifies indirect control mediated by information asymmetries. Wood and colleagues demonstrate how scheduling autonomy can coexist with algorithmic control. Kellogg, Valentine, and Christin situate algorithms within broader mechanisms of organizational control. These findings support a functional interpretation of direction; they do not establish that every platform qualifies as an employer under Indonesian law.[11]

The inquiry into direction distinguishes standards necessary to connect service providers with customers from substantive authority over how work is performed. Unilaterally determined fares, allocation of orders based on performance metrics, restrictions on rejecting orders, changes to incentives, and account suspension may indicate control. Such indicators acquire greater significance where they relate to sanctions, constrained economic choices, and obligations that effectively bind service performance. Conversely, interoperability, the ability to choose customers, independent price setting, and the freedom to decline assignments without unreasonable consequences indicate autonomy. Control arising solely from compliance with mandatory safety regulations does not automatically establish contractual subordination.

This distinction is consistent with ILO Employment Relationship Recommendation No. 198, which treats the facts concerning work performance and remuneration as the starting point for determining employment status. The recommendation serves as an interpretive reference rather than a directly operative rule creating employment relationships in Indonesia. Factors such as ownership of work equipment or the ability to work for multiple platforms are not individually dispositive. Even where strong control exists, classification entails examination of the other statutory elements and the identity of the employer. Economic dependence is a relevant indicator, but not a substitute for all the legal requirements of employment.[12]

Recognition of specific work arrangements in Article 102 establishes a legal structure that was not previously explicit. Paragraphs (1) and (2) associate flexibility with agreed work arrangements, whether under partnership agreements or other agreements. Paragraph (4) includes work using digital platforms within the scope of partnerships. This provision recognizes a form of work without declaring that all work performed through applications necessarily falls outside employment. A systematic reading alongside Article 1(19) yields two pathways of analysis: relationships that satisfy the elements of employment fall to be assessed under employment rules, whereas genuinely flexible partnerships are assessed within Article 102. This is the study's interpretation, not an express statutory reclassification test.[13]

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[11] Alex Rosenblat dan Luke Stark, "Algorithmic Labor and Information Asymmetries: A Case Study of Uber's Drivers," *International Journal of Communication* 10 (2016): 3758–3784. https://ijoc.org/index.php/ijoc/article/view/4892. Alex J. Wood et al., "Good Gig, Bad Gig: Autonomy and Algorithmic Control in the Global Gig Economy," *Work, Employment and Society* 33, no. 1 (2019): 56–75. https://doi.org/10.1177/0950017018785616. Katherine C. Kellogg, Melissa A. Valentine, dan Angèle Christin, "Algorithms at Work: The New Contested Terrain of Control," *Academy of Management Annals* 14, no. 1 (2020): 366–410. https://doi.org/10.5465/annals.2018.0174.

[12] International Labour Organization, Employment Relationship Recommendation, 2006 (No. 198). https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB%3A12100%3A0%3A%3ANO%3A%3AP12100_ILO_CODE%3AR198. Oey, "Misklasifikasi Hubungan Kerja".

[13] Indonesia, UU 27/2026, Pasal 1 angka 19 dan Pasal 102.

Article 102(3) establishes entitlements to decent earnings, OSH protection, social security, and other agreed rights. Decent earnings in this framework are not necessarily equivalent to the minimum wage applicable to employment. Likewise, OSH and social security entitlements cannot be equated with access to every social security program governing wage recipients. Classification affects the identity of the liable party, income benchmarks, risk allocation, and enforcement access. Article 103(1) provides for further regulation of partnerships by statute, while paragraph (2) provides for ministerial regulation of other agreements. Recognition therefore exists at the statutory level, while aspects of implementation depend on further legal instruments.[14]

Article 251 adds a distinct dimension to protection when specific work arrangements end. It provides for severance pay, length-of-service awards, compensation for entitlements, and/or separation pay by the party providing work, in amounts determined by agreement. This provision is not identical to the statutory severance formula applicable to employees. Recognition of a basis for payment does not eliminate potential disparities in determining the amount, type of payment, or conditions of termination. Account deactivation also does not invariably constitute termination: temporary suspension, permanent loss of access, and expiration of an agreement for other reasons have different consequences. Articles 251 and 252 connect these entitlements with further implementation rules governing the end of work relationships.[15]

The preexisting social security framework already provided an enrollment pathway for non-wage earners. Law No. 24 of 2011 regulates the administration of social security through the Social Security Administering Bodies (BPJS), while Government Regulation No. 50 of 2025 adjusts employment injury and death benefit contributions for non-wage earners during a specified period. Limited status recognition before the reform did not therefore amount to the absence of all social security pathways. Following the reform, the issue concerns how Article 102 entitlements relate to active enrollment, contribution payments, accidents during service provision, and the allocation of responsibility among the parties. Contribution affordability is a condition of access, not evidence that every worker is already protected.[16]

Sector-specific regulation reflects a parallel development. An October 10, 2026 announcement by Indonesia's Ministry of Transportation confirms the issuance of Presidential Regulation No. 27 of 2026 covering passenger transportation and the delivery of goods or food. A secondary reproduction indicates provisions on partnership agreements, service charges, social protection, algorithms, and complaints. This scope is sectoral and does not encompass every form of gig work, such as online graphic design and translation. Within the hierarchy of legal norms, a presidential regulation cannot substitute for the statutory elaboration contemplated by Article 103(1) or negate rights under Law No. 27 of 2026. Nor does a sector-specific

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14 Indonesia, UU 27/2026, Pasal 102 ayat (3)–(4) dan Pasal 103.

15 Indonesia, UU 27/2026, Pasal 251–252.

16 Indonesia, Undang-Undang Nomor 24 Tahun 2011 tentang Badan Penyelenggara Jaminan Sosial. https://peraturan.bpk.go.id/Details/39268. Indonesia, Peraturan Pemerintah Nomor 50 Tahun 2025 tentang Penyesuaian Iuran Jaminan Kecelakaan Kerja dan Jaminan Kematian bagi Peserta Bukan Penerima Upah. https://peraturan.bpk.go.id/Details/339151/pp-no-50-tahun-2025.

partnership agreement resolve whether a particular relationship satisfies the three elements of employment. The analysis does not establish the promulgation date, contribution amounts, or transitional details of the presidential regulation where these have not been confirmed against an official copy.[17]

Enforcement presents another distinction. Industrial relations dispute resolution under Law No. 2 of 2004 concerns relationships between employers and workers or laborers. Asyhadie describes the stages and institutions governing such disputes. Claims contesting employment status differ from disputes concerning the performance of partnership agreements, which generally have a private-law character. Recognition of rights under Article 102 or Article 251 does not itself establish access to the same forum as an industrial relations dispute. Jurisdiction, the cause of action, the legal status of the parties, and any specialized dispute resolution provisions remain distinct issues, especially when classification is itself contested.[18]

The analysis identifies three conceptually distinct situations: an employment relationship satisfying all statutory elements; a specific work arrangement in the form of a platform partnership recognized by Article 102; and other independent arrangements whose scope depends on applicable law and agreements. The third situation does not exclude the possibility that flexible work based on other agreements also falls within Article 102(2)(b). This distinction avoids generalizing that all platform workers are employees or that all platform users are partners outside protective labor norms. Appropriate classification turns on the particular relationship and the applicable legal rules.

3.2. Comparing the Legal Frameworks for Platform Worker Protection in Indonesia and Singapore

Singapore provides specialized protection through the Platform Workers Act 2024 (No. 30 of 2024), with the principal protections taking effect on January 1, 2025. In ride-hailing and delivery services, a work relationship may fall between employment under a contract of service and independent provision of services under a contract for service. Guidance from Singapore's Ministry of Manpower (MOM) distinguishes platform workers from employees engaged under a contract of service and independent service providers who are not subject to the operator's management control. Workers within this distinct category retain a legal status different from employees under the Employment Act. The comparison does not equate all gig workers with platform workers as defined by Singaporean law.[19]

Under MOM guidance, management control encompasses two groups of conditions. The first concerns the automated use of data to determine access to services or tasks, or the amount of remuneration. The second concerns restrictions or

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[17] Kementerian Perhubungan Republik Indonesia, Pemerintah Terbitkan Perpres. Indonesia, Perpres 27/2026. Indonesia, UU 27/2026, Pasal 103 ayat (1) dan Pasal 310.

[18] Indonesia, Undang-Undang Nomor 2 Tahun 2004 tentang Penyelesaian Perselisihan Hubungan Industrial. https://peraturan.bpk.go.id/Details/40452. Zaeni Asyhadie, *Peradilan Hubungan Industrial* (Jakarta: Rajawali Pers, 2009). https://simpus.mkri.id/opac/detail/8213.

[19] Singapore, Platform Workers Act 2024 (No. 30 of 2024). https://sso.agc.gov.sg/Act/PWA2024. Ministry of Manpower, Singapore, "Platform Workers," diakses 19 November 2026. https://www.mom.gov.sg/employment-practices/platform-workers-act/platform-worker. Ministry of Manpower, Singapore, "Platform Workers Act: What It Covers," diakses 19 November 2026. https://www.mom.gov.sg/employment-practices/platform-workers-act/what-it-covers.

obligations not imposed solely by law, such as limitations on negotiating service fees, access to customers, choice of working time or task volume, performance standards, and performance-related incentives or penalties. Together, these conditions identify the operators and workers covered by the specialized statutory protections. Management control under Singaporean law is not identical to direction under Indonesian law because the two concepts serve different classificatory functions.[20]

This distinction is significant for misclassification analysis. A relationship in Singapore that genuinely rests on a contract of service remains within the employment regime; platform work provisions do not displace that regime merely because a business uses an application. In Indonesia, Article 1(19) provides the basis for analyzing employment, while Article 102 recognizes flexible work arrangements. Singapore's articulation of management control illustrates how technologically mediated control can be expressed in concrete terms. Translating this criterion into evidence of direction under Indonesian law, however, is a conceptual exercise rather than direct transplantation of a foreign legal rule.[21]

Singapore's protective framework has three principal components. The first is work injury compensation under the Work Injury Compensation Act (WICA), including the operator's obligation to provide insurance with a level of coverage and compensation equivalent to that available to employees. The second consists of Central Provident Fund (CPF) contributions that increase progressively for covered groups of platform workers. The third is collective representation through recognized platform work associations. CPF supports housing, retirement, and healthcare savings in accordance with the applicable program rules; it is distinct from work injury compensation.[22]

CPF obligations vary according to the categories of workers concerned. MOM explains that increased contributions are mandatory for covered platform workers born on or after January 1, 1995, while older workers may opt into the increased-contribution scheme. Operators deduct and remit contributions in accordance with applicable rules, with amounts and transition schedules governed by the CPF framework. This allocation of responsibility differs from merely making self-enrollment in national social security available. In Indonesia, Article 102 establishes an entitlement, but the governing instruments, enrollment mechanisms, and contribution responsibilities in partnerships depend on its interaction with sectoral and social security rules.[23]

In the area of representation, Singaporean platform workers can form or join platform work associations that represent their interests and negotiate with operators under statutory recognition procedures. A categorical statement that platform workers cannot organize overlooks this specialized form of representation. Ford and Honan's

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[20] Ministry of Manpower, Singapore, "Platform Operators," diakses 19 November 2026. https://www.mom.gov.sg/employment-practices/platform-workers-act/platform-operator. Singapore, Platform Workers Act 2024, sections 3–6.

[21] Ministry of Manpower, Singapore, Platform Workers. Ministry of Manpower, Singapore, Platform Operators. Indonesia, UU 27/2026, Pasal 1 angka 19 dan Pasal 102.

[22] Ministry of Manpower, Singapore, Platform Workers Act: What It Covers. Ministry of Manpower, Singapore, "CPF Contributions for Platform Workers," diakses 19 November 2026. https://www.mom.gov.sg/employment-practices/platform-workers-act/cpf-contributions-for-platform-workers. Ministry of Manpower, Singapore, "Work Injury Compensation for Platform Workers," diakses 19 November 2026. https://www.mom.gov.sg/employment-practices/platform-workers-act/work-injury-compensation-for-platform-workers.

[23] Ministry of Manpower, Singapore, CPF Contributions. Indonesia, UU 27/2026, Pasal 102–103.

research on Indonesian driver communities illustrates that horizontal solidarity can emerge without employee status. However, the capacity of such organizations to secure rights is not necessarily equivalent to that of statutorily recognized representatives. The comparison concerns institutional design and procedure rather than an empirical assessment of the relative effectiveness of these systems.[24]

With respect to income, decent earnings under Indonesian law are distinct from the minimum wage guarantee applicable to employees. Similarly, Singapore's Platform Workers Act neither automatically confers employee status nor extends every employee entitlement to the specialized category. Regarding termination, Article 251 of the Indonesian law establishes a payment obligation in amounts determined by agreement. Singapore has a specialized protective regime, but the three principal components considered here do not demonstrate a severance entitlement identical to that under Indonesian labor law. The comparison assesses the protective functions addressing similar risks while preserving distinctions between legal categories.[25]

Table 1. Functional Comparison of Platform Worker Protection

Dimension	Indonesia	Singapore
Classification	Employment relationship or specific work arrangement under Law No. 27 of 2026; platform partnerships are recognized.	Distinct category for ride-hailing and delivery platform workers, separate from employees and independent service providers.
Control	Work, wages, and direction (Article 1(19)); digital control as an interpretive indicator.	Management control based on two groups of conditions in MOM guidance.
Income	Decent earnings (Article 102); not automatically equivalent to the minimum wage.	Payment for services and CPF contributions as applicable; not automatically employee wage entitlements.
Occupational and social risks	OSH and social security; BPJS schemes and sectoral rules.	Work injury compensation with employee-equivalent coverage; phased CPF contributions by category.
Termination	Article 251: compensation in amounts determined by agreement.	Specialized protections are not automatically equivalent to employee severance.
Representation and disputes	Forum depends on classification and basis of claim; specialized rules provide context.	Recognized platform work associations and representation mechanisms.

Source: Analysis of Law No. 27 of 2026, the Platform Workers Act 2024, and guidance from Singapore's Ministry of Manpower.

This comparison extends the work of Widiastiani, Lesmana and Samudra, and Tampubolon and Wahyuni, who examined Singapore's specialized model while Indonesia still relied on its earlier legal framework. Following Law No. 27 of 2026, the

[24] Ministry of Manpower, Singapore, Platform Workers Act: What It Covers. Ford dan Honan, "The Limits of Mutual Aid".
[25] Indonesia, UU 27/2026, Pasal 102 ayat (3) dan Pasal 251. Ministry of Manpower, Singapore, Platform Workers Act: What It Covers.

relevant point of comparison is no longer whether recognition exists, but the specificity of classification rules, the allocation of responsibility, and accessibility of enforcement procedures. At the international level, ILO Convention No. 193 concerning decent work in the platform economy was adopted on June 12, 2026. It provides a benchmark for fundamental rights and social protection in platform work; adoption alone does not make its provisions directly binding as domestic law. The study treats the convention as context for evolving international standards, without assuming ratification or domestic legal effect.[26]

3.3. A Two-Stage Analytical Framework: Substantive Classification and Consequences for Legal Protection

The synthesis of the two research questions yields a two-stage framework distinguishing the source of rights from their implementation. The first stage examines the actual work relationship against the elements of work, wages, and direction in Article 1(19). Algorithmic control is treated as substantive evidence of direction rather than a new, freestanding legal element. Where all three elements are satisfied, the partnership label does not conceptually foreclose an employment analysis. Where the relationship genuinely constitutes an agreed flexible work arrangement outside employment, classification is assessed under Article 102, the form of agreement, and the scope of sectoral rules. In both pathways, evidence remains distinct from the ultimate legal conclusion.[27]

The second stage identifies applicable rights, responsible parties, triggering conditions, benefit amounts, and enforcement forums. In employment relationships, labor law rules on wages, social security, termination, and dispute resolution apply subject to their respective conditions. For specific work arrangements, decent earnings, OSH protection, social security, and Article 251 compensation provide the bases for analysis, with details determined by implementing provisions and valid agreements. This distinction avoids treating partnership status as the loss of all rights or treating every employee entitlement as automatically available to partners. The framework does not prescribe minimum rates, contributions, or damages not established by the governing law.[28]

A hypothetical illustrates the first stage. Where a platform sets fares, automatically allocates orders, limits refusals, and imposes penalties affecting access to work, these practices collectively provide strong indications of control. The analysis nevertheless encompasses the agreement and the source of remuneration as evidence of work and wages. A different classification may arise where service providers genuinely choose their customers, set their own prices, use the application as a transaction channel, and independently bear business risks. In the latter situation, protection follows the applicable form of work without assuming that every

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[26] Widiastiani, "A Regulatory Time Bomb". Lesmana dan Samudra, "Legal Protection of Gig Economy Workers". Tampubolon dan Wahyuni, "Protection of the Normative Rights". International Labour Organization, Decent Work in the Platform Economy Convention, 2026 (No. 193). https://www.ilo.org/resource/other/c193-decent-work-platform-economy-convention-2026.

[27] Indonesia, UU 27/2026, Pasal 1 angka 19 dan Pasal 102–103. International Labour Organization, Recommendation No. 198.

[28] Indonesia, UU 27/2026, Pasal 102–103 dan Pasal 251–252.

independent service falls outside Article 102. The illustration is not an empirical conclusion concerning any specific operator.

For the second stage, permanent account deactivation in an employment relationship may raise questions of termination under the applicable law. Deactivation that ends a specific work arrangement instead raises questions under Article 251, the agreement, and implementing rules. Temporary suspension that does not end the relationship presents distinct issues involving the legal basis of the restriction, transparency of reasons, access to complaints procedures, and income consequences. Account histories, notifications, changes in service terms, and payment records can distinguish these situations. The same framework connects the legal event with the corresponding rights without treating every suspension as termination of employment.

The scholarly contribution lies in connecting these two stages to three elements of Indonesia's new legal framework: the definition of employment, recognition of specific work arrangements, and the consequences of termination. Hybrid models discussed in earlier scholarship provide context, but the study does not assume that creating a distinct category resolves issues of control and protection. Singapore's legal structure expressly differentiates classification from specified protective obligations, whereas Indonesia recognizes rights at the statutory level and leaves scope for elaboration through further instruments. The contribution is doctrinal and conceptual; it does not establish the effectiveness of either regime in practice.[29]

4. CONCLUSION

First, Law No. 27 of 2026 changes the statutory framework governing platform workers in Indonesia. Article 1(19) retains work, wages, and direction as the elements of employment, while Article 102 recognizes specific work arrangements, including digital platform partnerships, and establishes rights to decent earnings, OSH protection, and social security. Algorithmic control can indicate direction but does not replace the inquiry into all elements of employment. Article 103 establishes pathways for elaborating the governing rules, and Article 251 provides a basis for termination-related payments in amounts determined by agreement. Legal uncertainty has thus shifted from limited specific recognition to the boundaries of classification and the completeness of mechanisms for implementing rights.

Second, Singapore identifies ride-hailing and delivery platform workers through management-control criteria distinct from those governing employee status, and links this category to work injury compensation, CPF contributions subject to applicable classifications, and collective representation. Indonesia now recognizes platform work in its statutory framework, but the structure of rights and enforcement mechanisms is not identical to Singapore's. The two-stage framework developed in this study separates substantive classification from the determination of rights, responsibilities, and enforcement pathways. It clarifies that partnership status does not necessarily preclude an employment relationship and that legal recognition alone does not

[29] Izzati dan Kwang, "Regulating Platform Work". Widiastiani, "A Regulatory Time Bomb".

establish equivalent protection. These findings concern the normative design of both regimes rather than the empirical effectiveness of their implementation.

REFERENCES

Journals

Ford, Michele, dan Vivian Honan. "The Limits of Mutual Aid: Emerging Forms of Collectivity among App-Based Transport Workers in Indonesia." *Journal of Industrial Relations* 61, no. 4 (2019): 528–548. https://doi.org/10.1177/0022185619839428.

Izzati, Nabiyla Risfa. "Eksistensi Yuridis dan Empiris Hubungan Kerja Non-Standar dalam Hukum Ketenagakerjaan Indonesia." *Masalah-Masalah Hukum* 50, no. 3 (2021): 290–303. https://doi.org/10.14710/mmh.50.3.2021.290-303.

Izzati, Nabiyla Risfa, dan Eugenia Novera Kwang. "Regulating Platform Work in Indonesia: Exploring Legal Options for Workers' Protection." *Jurnal Ketenagakerjaan* 20, no. 3 (2025). https://doi.org/10.47198/jnaker.v20i3.622.

Kellogg, Katherine C., Melissa A. Valentine, dan Angèle Christin. "Algorithms at Work: The New Contested Terrain of Control." *Academy of Management Annals* 14, no. 1 (2020): 366–410. https://doi.org/10.5465/annals.2018.0174.

Lesmana, Sri Jaya, dan Muhammad Mpu Samudra. "Legal Protection of Gig Economy Workers: A Comparative Study in Indonesia, Malaysia, and Singapore." *SASI* 31, no. 3 (2025): 201–218. https://doi.org/10.47268/sasi.v31i3.3006.

Matheus, Juan, and Ariawan Gunadi. "Pembentukan Lembaga Pengawas Perlindungan Data Pribadi Di Era Ekonomi Digital: Kajian Perbandingan Dengan KPPU." *JUSTISI* 10, no. 1 (2024): 20–35. https://doi.org/https://doi.org/10.33506/jurnaljustisi.v10i1.2757.

Mediana, Ni Nengah Eilsa Ayu, dan Ni Komang Irma Adi Sukmaningsih. "Gig Economy Dalam Hukum Ketenagakerjaan Sebagai Tantangan Baru Dalam Dunia Bisnis Digital." *RIGGS: Journal of Artificial Intelligence and Digital Business* 5, no. 1 (2026): 5859–5867. https://doi.org/10.31004/riggs.v5i1.6685.

Novianto, Arif, Anindya Dessi Wulansari, dan Yeremias T. Keban. "Searching for a Better Job: Indonesian Gig Workers and the Limits of Decent Work Agendas." *Work Organisation, Labour & Globalisation* 17, no. 2 (2023): 71–90. https://doi.org/10.13169/workorgalaboglob.17.2.0071.

Oey, Williams. "Misklasifikasi Hubungan Kerja Pengemudi Ojek Online (Platform Worker) di Indonesia." *Veritas et Justitia* 10, no. 1 (2024): 153–178. https://doi.org/10.25123/vej.v10i1.7722.

Rosenblat, Alex, dan Luke Stark. "Algorithmic Labor and Information Asymmetries: A Case Study of Uber's Drivers." *International Journal of Communication* 10 (2016): 3758–3784. https://ijoc.org/index.php/ijoc/article/view/4892.

Singapore. Platform Workers Act 2024 (No. 30 of 2024). https://sso.agc.gov.sg/Act/PWA2024.

Tampubolon, Bona Jevon, dan Ridha Wahyuni. "Protection of the Normative Rights of Platform Workers: A Comparative Study of Indonesia and Singapore." *Journal of Law, Politic and Humanities* 6, no. 4 (2026): 2979–2989. https://doi.org/10.38035/jlph.v6i4.3373.

Vallas, Steven, dan Juliet B. Schor. "What Do Platforms Do? Understanding the Gig Economy." *Annual Review of Sociology* 46 (2020): 273–294. https://doi.org/10.1146/annurev-soc-121919-054857.

Widiastiani, Nindry Sulistya. "A Regulatory Time Bomb: Can Singapore's Model Rescue Indonesia's Gig Economy?." *Jurnal Dinamika Hukum* 25, no. 3 (2025): 254–269. https://doi.org/10.20884/1.jdh.2025.25.3.15868.

Wood, Alex J., Mark Graham, Vili Lehdonvirta, dan Isis Hjorth. "Good Gig, Bad Gig: Autonomy and Algorithmic Control in the Global Gig Economy." *Work, Employment and Society* 33, no. 1 (2019): 56–75. https://doi.org/10.1177/0950017018785616.

Books

Asyhadie, Zaeni. *Hukum Kerja: Hukum Ketenagakerjaan Bidang Hubungan Kerja*. Jakarta: Rajawali Pers, 2008. https://perpustakaan.bsdk.mahkamahagung.go.id/index.php?id=4000&keywords=&p=show_detail.

Asyhadie, Zaeni. *Peradilan Hubungan Industrial*. Jakarta: Rajawali Pers, 2009. https://simpus.mkri.id/opac/detail/8213.

Muhaimin. *Metode Penelitian Hukum*. Mataram: Mataram University Press, 2020. https://eprints.unram.ac.id/20305/.

Prassl, Jeremias. *Humans as a Service: The Promise and Perils of Work in the Gig Economy*. Oxford: Oxford University Press, 2018. https://doi.org/10.1093/oso/9780198797012.001.0001.