

INDONESIAN BUSINESS REGULATIONS SAFEGUARD AND UPHOLD THE FREEDOMS OF GO-JEK EMPLOYEES

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Abstract: Go-Jek is the biggest and most successful company in Indonesia that uses a mobile phone app to provide online transportation for people by posing as a link between drivers and passengers. Go-Jek drivers are alluded to as "accomplices" who can decide how much their pay and their own functioning hours. However, the partnership that connects drivers and transportation providers actually has relationships that are exploitative. Drivers are treated like informal workers without protection from unemployment. With the help of technology, the Go-Jek company was able to assign drivers to jobs that gave the impression of equality and freedom of employment—as if drivers were not being exploited. This rhetoric is based on the conventional idea that the employer has the means to produce and pays an hourly wage in working relationships. To give the impression that the driver is not employed, the company always emphasizes that it only provides the application. As a result, the system creates an imbalance in access and power that enables the company to keep drivers employed while simultaneously stripping them of their rights to work as employees, charging and risking them.

Keywords: *the digital age; Regulation of employment; Go-jek; Protection by law; Right satisfaction;*

INTRODUCTION

The digital age began in the 1980s and now spans the globe. The technology was used for more than just entertainment and communication. It has significantly invaded every aspect of human life, including transportation. With the rise of online transportation, the transportation industry has expanded significantly in recent years. People's lifestyles and ways of life have changed as a result. The way that people order transportation services has changed, as has their cost, and there are now more options for transportation. The Indonesian people began to recognize and become interested in using online transportation services as soon as Uber emerged. In addition to its application-based system, it is significantly less expensive than standard taxi fares. In addition to automobiles, the motorcycle is frequently utilized by Indonesians as their Ojek, or public transportation. It charges less than the cars.

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Ojek began to change in 2011 as a result of technological advancements and modern lifestyle requirements. This change was set apart by the foundation of PT. Indonesian Go-Jek, also known as Go-Jek. Go-Jek was then created by Nadiem Makarim to assist Jakarta in reducing traffic congestion. Go-Jek provides a shuttle service using a cutting-edge system that accepts orders online. Go-Jek has now expanded rapidly. Not only in Jakarta, but also in Surabaya, Jogjakarta, Bandung, and Denpasar-Bali, as well as nearly all of Indonesia's major cities. Go-Jek is now Indonesia's online transportation provider with the fastest growth rate.

Go-Jek has become increasingly popular and in high demand due to all of its benefits and conveniences. This popularity also raises the phenomenon of labor mobilization, which encourages the creation of new jobs by attracting the interest of a large number of people who already have a job or have not yet joined the Go-Jek driver workforce. Go-Jek uses a profit-sharing arrangement for payment, establishing a 20:80 split. It was intended that the driver would receive the remaining 80% and Go-Jek would receive 20% of each order. Drivers receive bonuses based on the points they collect from each transaction in addition to being compensated from the customer order. As a result, becoming a Go-Jek driver could be a way to make money. However, the discipline, drive, and persistence of drivers in acquiring customers are what ultimately determine the income.

The organization is a not entirely settled by Go-Jek to maintain their business and to work with every one of their drivers. A more in-depth investigation is required due to the company's distinct system from other businesses. Go-Jek employs a partnership system based on mutual consent for its implementation. The parties to the agreement are in a position of equality. According to Law 13 of the Republic of Indonesia of 2003 on Manpower, this indicates that drivers cannot obtain legal protection based on the working relationship and employment agreement.

The partnership agreement and the employment agreement differ from a civil law point of view. In any case, the act of Go-Jek with the driver of Go-Jek has a similarity to the work understanding. The terms of employment, rights, and responsibilities of the parties are outlined in the employment agreement between the worker or laborer and the employer or employers. In this instance, it should be apparent that the work agreement and the partnership do not share all of their components. The terms of employment and the obligations and rights of the parties are two examples of things that can be equated as made by the parties (Martini, et al., 2018; Maba, and Mantra, 2017). In addition, partnership practices are practiced with relationships that tend to be subordinate, as in the employment agreement, despite the fact that the legal document should be coordinated. In order to guarantee that legal their rights are upheld, this is one of the issues that require additional investigation.

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MATERIALS AND METHODS

This study employs normative legal research by employing a conceptual approach that reviews all employment regulations using developed and relevant legal doctrines, followed by descriptive qualitative analysis.

RESULTS AND DISCUSSIONS

Examining the relationship between the Go-Jek driver and PT at work.

Indonesia's Go-Jek, In Indonesia, being a Go-Jek driver has become one of the most common jobs. However, in accordance with Law No. 13 of the Republic of Indonesia of 2003 on Manpower, some aspects of the employment relationship can be examined to clarify the Go-Jek driver's employment status.

Law No. 15's Article 1 Number 15 According to Van Voss & Tjandra (2012), Section 13 of the Manpower Act of 2003 defines the employment relationship as "a relationship between employers and workers/laborers based on employment agreements, which include elements of work, wages, and orders." The work requirement is met if the worker only completes the work assigned by the company. Wages, this component is met on the off chance that laborers get pay as a specific sum in a specific period. Not based on percentage or commission. The command: If it comes from the company, this element is met. Not on the initiative of workers. In contrast, the term "worker" itself refers to any individual who earns a living through employment. According to Asikin (2004), a worker must have a working relationship with a company that is required to provide legal protection to its workforce.

According to Gunawan & Jayantiari (2015), an employment agreement is one type of agreement that creates an employment relationship. According to the Manpower Act, an employment agreement is one in which a worker or laborer and an employer or employers agree on the rights and responsibilities of the parties under the terms of employment. According to Husni (2003), an employment contract typically only applies to the worker or laborer, the organizing employer, and any other non-binding parties. Article 1320 of the Civil Code specifies the legal requirements for employment agreements between employers and employees (Sjahputra, 2013). By receiving wages, workers affirm their capacity to work for employers, and employers affirm their capacity to hire workers. As a result, the rights and responsibilities of both employers and employees are essentially outlined in the employment relationship (Dewi, et al., 2017).

As per the framework that applied by Go-Jek, all driver doesn't get compensation/pay from the Go-Jek organization. The number of passengers the driver can serve determines how much money they make. Orders to take travelers likewise don't come from the organization, however from travelers. The driver's willingness is also taken into account when issuing the order. The driver and the Go-Jek company have no working relationship at all in that situation. In PT, the driver cannot therefore be

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referred to as a worker. The Indonesian Go-Jek examining the relationship that PT built and established. Go-Jek Indonesia with the driver is a partnership between drivers and app developers. As a result, Go-Jek uses a partnership agreement rather than a work agreement for its agreements. On the basis of a partnership agreement, a common form of a legal relationship between two parties is a partnership agreement. The general arrangements of the organization understanding are Article 1338 to Article 1320 of the Common Code (Common Code). However, special provisions may refer to the provisions of civil union in Articles 1618 through 1641 of the Civil Code, specifically the legal relationship established by entering into an "inerrancy" (inbreng) with one partner.

In this instance, both parties are bound by a regular agreement that is governed by the Covenant section of the Civil Code. The *lex specialis derogat, lex generalis* rule doesn't matter for this situation. The mutualism between the parties is emphasized in a partnership relationship. That is, this relationship benefits both parties and puts them in the same position.

When a partnership agreement is used, equality between the parties in the partnership relationship takes place rather than a subordinate employee working relationship with elements of work, wages, and orders. This is on the grounds that in association there is no component of wages and orders. Because there are no wages or orders, the driver's legal relationship with the application provider's employer is the same as that of a partner. In this manner, a business relationship emerges from a work understanding, not an organization arrangement. The Republic of Indonesia's Law No. 13/2003 on Manpower cannot be used as a legal basis, resulting in all workers' rights—in this case, the drivers of Go-Jek—being regulated and protected by the Manpower Act—labor protection in the form of a guarantee of workplace safety, wage protection in the form of overtime pay, and worker welfare protection in the form of the right to leave and severance pay if the driver is unable to stop.

The Law Protection for Go-Jek Driver

Legal protection is the guidance given to people whose human rights have been violated by others and the protection given to the public so that they can enjoy all of their rights under the law. Or, to put it another way, the protection of the law is the various legal remedies that law enforcement officers must provide to provide a sense of security for both mind and body against interference and threats from any party.

There is still a legal void or agreement regarding online transportation service providers and, of course, participating drivers. In addition, motorcycles are automatically excluded from the definition of "public transportation" under Article 47 paragraph 3 of Law Number 22 of the Republic of Indonesia on Traffic and Road Transport from 2009, which only includes cars, buses, and other freight vehicles. It has taken place as a result of the fact that the government is more likely to focus on public law rather than civil law when it is directly in line with the requirements of the community. While one of the pillars of the nation's economy is the provision of online transportation services, legal acts in the realm of the law of agreement are an act that are just as significant to public law.

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The values held by the community will always interact with the law that is applied in the community. This is consistent with what Soetandyo said:

"In an intuitive connection between the formal overall set of laws supported by the State specialists and the legitimate request of individuals in light of the ground works of local area ethical quality will make discussions about the degree to which regulation will actually want to work successfully both in moderate jobs for the purpose of control and in the job of more moderate as one of the facilitator factors that will work with social change." (Vago, 2015).

The regulators are unaware of this, leaving a legal void. It has occurred in the arrangement of online transportation services that resulted from technological, information, and communication advancements. The emergence of negative socioeconomic effects is influenced by this vacuum.

By issuing the Regulation of the Minister of Transportation of the Republic of Indonesia Number 108 the Year 2017 on the Implementation of Public Transport of Non-Motorized People Not in Trajectory, which is in effect as of April 1, 2018, the Indonesian government has attempted to accommodate the emergence of this online mode of transportation. Companies that develop applications based on information technology are permitted to continue providing ordering services, but they are not permitted to act as providers of public transportation. Other disallowed matters incorporate giving admittance to applications to public vehicle organizations that don't have a permit to direct Open Vehicle of Non-Street Drivers, giving application administrations to people, enlisting drivers, setting charges, and advancing passage underneath the boundary. In this manner, the Go-Jek drivers should finish the archives expected by the Public authority of Indonesia. Sadly, the relationship between the driver and the application provider company has not been established in such a way those drivers cannot work as employees and have their rights protected by the law; otherwise, the Indonesian Manpower Act's protections for drivers' workers are still being ignored.

Government Regulation Number Go-Jek is now a public transportation company, and the driver position, which was previously only a partnership, has been transformed into a direct relationship with the company, or, to put it another way, is regarded as an employee. 108 of 2017 is not operating to its full potential, and the government will even soon revise it again in order to later become the legal umbrella for the change of taxi company online.

Some illegal activities take place in the community as a result of the fierce competition between traditional and online modes of transportation. For instance, many of the drivers who work for an online transportation company face harassment and even serious injuries. Access for passengers is also restricted in certain areas, or "red zones." The driver of an online transportation service cannot pick up passengers in the red zone. The public's desire to use these services may decrease as a result, and drivers of online transportation services may also lose money as a result.

If the government and the state do not modify, if not completely eliminate, the community's traditional punishment, passengers will always have access to an online transportation service provider. The

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government is expected to make the best efforts possible to fulfill the right to access passengers on an online transportation service agreement because the law has changed from a law that was born into a law that was formally ratified and deliberately rationalized. The principle of equality before the law or equality before the law is the foundation of this. This tenet states that the law considers all human beings to be equal and must treat them accordingly (Darda Syahrizal, 2011).

CONCLUSION

Because they do not have a working relationship with the application provider company and are considered partners in accordance with PT's partnership agreement, the online transportation drivers will not be eligible for legal protection under the Indonesian Manpower Law. Indonesian gojek. The Business Act doesn't presently control the freedoms and security of laborers in new semi-casual working style connections, like those in the web-based transportation industry. It is anticipated that the Indonesian government will soon issue a regulation that protects workers' rights from online drivers. One way to ensure that workers' rights are protected is to convert Go-Jek, an online taxi service, into a public transportation company so that the driver's position, direct relationship with the company, or, to put it another way, being considered an employee, can be established.

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