



Worker Protection in the Gig Economy: Reformulating Indonesian Labor Law through Positive and Islamic Law Perspectives

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Info Articles	Abstract
Article History Received : 2026-08-23 Revised: 2026-08-21 Published: 2026-09-30 Keywords: <i>Gig Economy; Islamic Law; Labor Law; Worker Protection; Legal Reform.</i>	The development of <i>the gig economy</i> based on digital platforms creates work flexibility, but at the same time creates uncertainty about the legal status and worker protection gap in the Indonesian labor system. This study aims to analyze the adequacy of Indonesia's positive laws in protecting <i>gig economy</i> workers and formulate a legal reformulation model based on the perspective of positive law and Islamic law. The research uses normative legal methods with legislative, conceptual, comparative, and Islamic law approaches. Legal materials are analyzed qualitatively and prescriptively to identify <i>legal gaps</i> and formulate more adaptive legal constructions. Research shows that formal status-based protection approaches are inadequate because platform control takes place through algorithms, incentive systems, ratings, job distribution, and <i>deactivation</i> . Reformulation needs to use substantive indicators in the form of control, economic dependency, risk, and the factual character of the employment relationship. The principles of <i>'adl, ijarah, maslahah, hifz al-māl</i> , and <i>hifz al-nafs</i> reinforce the orientation of these protections. The layered protection model is more relevant than the binary classification of workers and partners. Indonesia needs to establish a work platform regulatory framework that guarantees fair remuneration, portable social security, occupational safety, algorithmic transparency, data protection, and access to justice by taking into account the development of ILO Convention No. 193 of 2026.

I. INTRODUCTION

The development of the digital economy has fundamentally changed the way jobs are created, distributed, and controlled. One of the most significant manifestations of such changes is the emergence of *The Gig Economy*, which is a work pattern that is based on the execution of work in a flexible, task-based, short-term, and often mediated by digital platforms.(Kennedy, 2026) In Indonesia, the phenomenon is developing through various

application-based services, such as online transportation, delivery of goods and food, freelance work (*Freelance*), as well as various other forms of digital work.(R. K. Putra et al., 2024) On the one hand, this model provides flexibility, access to employment opportunities, and ease for people to earn income. However, on the other hand, such flexibility has the potential to create new forms of worker vulnerability because the relationship between workers and platforms is not always placed in the

construction of employment relations as it is known in conventional labor law.(Wafi, 2025) The fundamental issue is no longer just how technology creates jobs, but whether Indonesia's labor law is able to provide protection when technology changes the structure and character of the employment relationship itself.

This problem becomes increasingly complex because the construction of Indonesian labor law is basically built on the relatively clear categories of workers, employers, employment agreements, wages, and work orders. Article 1 number 15 of Law Number 13 of 2003 concerning Manpower defines an employment relationship as a relationship between an employer and a worker based on a work agreement that has elements of employment, wages, and orders. This construction normatively provides a strong basis for worker protection in conventional employment relationships. However, its application to workers *The Gig Economy* face the problem when digital platforms contractually place workers as "partners", not as workers. As a result, there is a gap between formal status formed through contracts and substantive realities regarding economic dependency and job control.(Wardhana & Rasji, 2026) The use of algorithms to determine access to work, incentive systems, consumer assessments, tariff formation, and account deactivation mechanisms show that platforms can in practice have a significant level of

control over workers, even if the relationship is formally referred to as a partnership.

The problem of classification is not just a matter of legal terminology, but determines the extent of the rights that workers can obtain or not. When a worker is categorized as a worker in an employment relationship, various instruments of labor law protection can apply, including protection regarding wages, working hours, occupational safety and health, social security, dispute resolution, and protection against termination of employment.(Hardinata et al., 2024) Conversely, if workers are placed as independent partners, most of those protections are not automatically attached.(Wicaksono, 2026) This condition has the potential to cause *Regulatory Gap* Because the character of the work has factually shown a dependence on the platform, but its legal status has not yet been fully recognized in the labor law regime. Thus, the law faces a classic problem in a new form, namely the incompatibility between the substance of socio-economic relations and the legal categories used to regulate them.

The urgency of this issue is even stronger when it is associated with the Indonesian constitutional framework. Article 27 paragraph (2) of the 1945 Constitution of the Republic of Indonesia affirms that every citizen has the right to work and a decent livelihood for humanity. Furthermore, Article 28D paragraph (2) provides

guarantees for the right to work and to obtain fair and decent remuneration and treatment in employment relationships. These constitutional norms show that work is not solely seen as an economic transaction, but also as an instrument to realize human dignity and social justice. Therefore, the development of *The Gig Economy* cannot be judged solely on the platform's ability to create economic efficiencies. The state also has an obligation to ensure that digital transformation does not result in economically flexible but legally vulnerable forms of employment.(Nindy, 2026) In this context, the unclear status of workers *The Gig Economy* can be seen as a constitutional issue because it has the potential to create a gap between normative guarantees of decent work and the reality of worker protection in a platform-based economy.(Aryani, 2026)

This issue has also taken on a new dimension in the development of international labor law. The International Labour Organization (*International Labour Organization/ILO*) in 2026 adopt Convention No. 193 on *Decent Work in the Platform Economy*, which specifically provides an international framework regarding platform-based work.(E. Sinaga et al., 2026) These developments show that the issue of platform workers is no longer a domestic issue, but has become a global agenda in labor law reform. Issues regarding the classification of

employment relationships, fair remuneration, social security, occupational safety and health, algorithmic management, data protection, account deactivation mechanisms, and access to dispute resolution mechanisms are important parts of the establishment of platform worker protection standards. These developments also show that the employment law approach that is solely oriented towards the form of contracts is increasingly facing limitations in responding to changes in technology and economic structure.

In the Indonesian context, legal reform of workers *The Gig Economy* It is also necessary to consider the character of the national legal system which is not only built based on laws and regulations, but also the values of Pancasila, the principles of social justice, and the values of Islamic law that live in society.**Muhammad Rizki Silaen et al., "Transformation of Employment Law in the Digital Era: Towards Justice for the Welfare of Platform Workers in Indonesia," Iuris Notitia: Journal of Law 4, no. 1 (2026): pp. 1-6, <https://doi.org/https://doi.org/10.69916/iuris.v4i1.432>.** The perspective of Islamic law provides an important normative dimension because employment relationships are not solely seen as an exchange of labor in return, but also as a relationship that must be carried out on the basis of the principle of justice (*'adl*), balance, respect for human dignity, and fulfillment of the economic rights of the parties. Concept *Ijarah 'ala al-*

'amal provides a basis for understanding the relationship between service provision and reward, while the approach *Maqāsid al-Sharī'ah*, especially life protection (*ḥifẓ al-nafs*) and property protection (*ḥifẓ al-māl*), can be used to assess the extent to which platform-based work systems have provided protection against the safety, income, and sustainability of workers' lives. (Alwi et al., 2022) Thus, Islamic law can function not as an alternative to positive law, but as a source of ethical-normative principles to strengthen the orientation of justice in labor law reform.

Based on this description, the main problem of this study lies in the incompatibility between the factual development of *the gig economy* and the categorization structure of Indonesian labor law. Positive law still faces difficulties in determining the boundaries between workers and partners when employment relationships are controlled through digital and algorithmic mechanisms. Meanwhile, the perspective of constitutional protection and Islamic legal principles demands that economic flexibility does not come at the expense of justice, legal certainty, welfare, and dignity of workers. Therefore, this study departs from the argument that Indonesia's labor law reform is not enough to broaden or narrow the formal definition of workers, but it is necessary to build a substantive approach that is able to identify economic dependency, level

of platform control, employment risk, and worker protection needs. On this basis, this study aims to analyze the adequacy of Indonesia's positive laws in providing protection for *gig economy* workers and formulate a labor law reformulation model that integrates positive legal perspectives and Islamic law principles to realize worker protection that is more adaptive, fair, and in accordance with platform-based economic developments.

II. RESEARCH METHODS

This study uses normative legal research methods (*Normative Legal Research*) which aims to analyze the construction, adequacy, and weaknesses of legal norms in providing protection for workers in *The Gig Economy* in Indonesia and formulating the direction of legal reformulation based on the perspective of positive law and Islamic law. (Suyanto, 2023) Normative legal research was chosen because the problems studied are mainly related to the incompatibility between the development of digital platform-based employment relations and the categorization and protection instruments available in Indonesian labor law. With this character, the research is not directed primarily to measure the behavior of workers or platforms empirically, but to test the consistency, adequacy, and relevance of legal norms in responding to changes in the structure of

employment relations due to digitalization.

The research approach uses several complementary approaches. First, *the statute approach* is used to analyze various laws and regulations related to labor relations, worker protection, wages, social security, and the digital economy. The regulations that are the subject of analysis include the 1945 Constitution of the Republic of Indonesia, especially Article 27 paragraph (2) and Article 28D paragraph (2), Law Number 13 of 2003 concerning Manpower as amended through the Job Creation regulation, Law Number 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation into Law, Law Number 40 of 2004 concerning the National Social Security System, and other regulations that have relevance to worker protection and the implementation of digital-based economic activities. This approach is used to identify whether the applicable legal framework has provided an adequate basis for protection for *gig economy workers*.

Second, *the conceptual approach* is used to examine relevant legal concepts, especially the concept of workers, employment relations, partnerships, economic dependence, platform control, work flexibility, worker protection, decent work, and social justice. The conceptual approach is important because the term "partner" used in platform

relationships does not in itself determine the substance of the legal relationship. This study assesses the relationship based on the factual character and level of control contained in the implementation of work, so that it can be known whether the partnership construction is still relevant or has the potential to be an instrument to avoid employment protection obligations.

Third, the *comparative approach* is used in a limited way by comparing the development of regulations and principles for the protection of platform workers in several jurisdictions as well as the development of international standards. The comparison is not used to directly adopt the laws of other countries, but to find regulatory patterns that can be a reference for Indonesian legal reform. The development of International Labour *Organization standards* regarding employment in the platform economy is also analyzed as part of the context of the development of international labor law.

Fourth, the research uses *an Islamic legal approach* to analyze the dimensions of justice and worker protection based on Islamic legal principles. The analysis is directed at the concepts of *ijarah 'ala al-'amal*, *'adl* (justice), *musawah* (equality), the fulfillment of the right to a decent reward, as well as the principles of *maqāsid al-sharī'ah*, especially *hifz al-māl* (protection of property) and *hifz al-nafs* (protection of the soul). The

perspective is used as a normative basis to test whether platform-based working relationships have met the principles of justice, economic protection, safety, and respect for human dignity.

Research legal materials consist of primary, secondary, and tertiary legal materials. Primary legal materials include laws and regulations, relevant court decisions, and international legal instruments related to platform work. Secondary legal materials include law books, national and international journal articles, research results, and expert opinions on employment law, *gig economy*, digital law, and Islamic law. Meanwhile, tertiary legal materials are used to provide explanations of the terminology and concepts used in research.

The collection of legal materials is carried out through literature studies by tracing laws and regulations, court decisions, academic literature, and relevant scientific publications. The legal materials obtained are then classified based on themes, namely the legal status of *gig economy workers*, forms of platform control, worker rights and protection, social security, remuneration, and the principle of justice in Islamic law.

The analysis of legal materials was carried out qualitatively using a prescriptive analysis method. The analysis stage began by identifying the applicable legal norms, then testing their suitability with the character of the employment relationship in *the*

gig economy. Furthermore, the research identified *legal gaps*, norm conflicts, and legal protection weaknesses that arise from the use of partnership construction in platform-based work. The findings were then analyzed through Islamic legal principles and the development of international labor standards to obtain more comprehensive reform parameters. In the final stage, the research uses a deductive thinking pattern to formulate a legal reformulation model that can strengthen status certainty, economic protection, social security, job safety, protection from unfair algorithmic decisions, and access to dispute resolution mechanisms for *gig economy workers* in Indonesia.

III. RESULTS AND DISCUSSION

A. Legal Gaps in the Protection of Gig Economy Workers in Indonesia

The results of the study show that the main problem of worker protection in *The Gig Economy* Indonesia does not solely lie in the absence of specific regulations regarding platform-based work, but in the incompatibility between the conventional construction of labor law and the character of employment relations that have undergone digitalization. Indonesian labor law basically still uses normative categories that distinguish relatively firmly between workers and employers, while *The Gig Economy* Presenting more complex

relationships through partnership contracts, algorithmic management, and economic dependencies. **Amanda Fitra Hamzah et al., "Legal Protection of Workers in Outsourcing Agreements in the Gig Economy Era in Indonesia," BATAVIA Journal 2, no. 5 (2025): pp. 305-316, <https://doi.org/https://doi.org/10.64578/batavia.v2i5.217>.** Thus, the problems that arise are *Regulatory Mismatch*, that is, a condition when the reality of the employment relationship develops faster than the legal ability to categorize and protect it.

Normatively, Article 1 number 15 of Law Number 13 of 2003 concerning Manpower places three elements as the basis of the employment relationship, namely work, wages, and orders. These three elements have historically been designed to describe relatively conventional employment relationships. In a platform-based employment relationship, the element of work is relatively easy to prove because workers do perform certain activities to produce services. (Dananjaya et al., 2023) The element of remuneration is also substantively available because workers receive payment for the work completed. The biggest problem arises in the element of "command". Digital platforms generally do not give orders through hierarchical mechanisms like conventional companies, but use algorithms, incentive systems, ratings, access restrictions, and mechanisms

Deactivation to influence worker behavior.

This shows that the concept of "commands" is no longer always in the form of direct instructions. Control can be exercised through technological design. When platforms determine how work is allocated, how performance is assessed, how incentives are given, and how workers can lose access to applications, there is a form of control that functionally has similar consequences to managerial supervision. Literature on *Platform Work* in Indonesia also found that existing laws have not been able to adequately capture the relationship between platforms and workers. (Pratami, 2025) Yanuar Aditya Putra's research shows that Indonesia's legal framework faces a regulatory vacuum because the relationship does not always meet the threshold of the definition of an employment relationship, but the partnership model is also incapable of reflecting the interdependencies and inequality of the platform's relationship. (Y. A. Putra, 2025)

Thus, the results of this study show that the use of the term "partner" cannot automatically determine the legal character of a relationship. In contract law theory, the parties do have the freedom to determine the form of the legal relationship. (Ali & Fitriani, 2022) However, contractual freedom should not be used to eliminate the legal protections that are substantively necessary due to the inequality of

position of the parties. In the context of platform workers, the issue is not only whether the worker agrees to the partnership agreement, but whether the agreement is really born from a balanced bargaining position. If all provisions regarding tariffs, incentives, risk-sharing, performance standards, access to employment, and termination mechanisms are determined unilaterally by the platform through standard contracts and algorithmic systems, then substantively the relationship shows an asymmetrical character.

The findings are in line with research by Alfrinno et al. which shows that the construction of partnerships in Indonesian law has not been fully able to provide protection for workers *The Gig Economy*. (Archon et al., 2026) The partnership model conceptually assumes a relationship that is relatively equal, mutually necessary, and beneficial to both parties. However, the relationship between the platform and the worker can show a much greater dependence on the worker. Therefore, the use of the concept of partnership in the context *The Gig Economy* It needs to be tested based on the reality of the relationship, not just on the nomenclature of the contract.

These disparities have direct consequences for workers' rights. Worker status determines access to a wide range of protection instruments, including wages, social security, occupational safety and health,

protection against termination of relationships, and dispute resolution mechanisms. (Dalimunthe et al., 2026) When workers are placed outside the category of formal workers, those protections can change from normative rights to something that depends on platform policies or the ability of individual workers to access certain programs. These conditions have the potential to create *Gap Protection*.

Problems can also be seen in the aspect of social security. Law Number 40 of 2004 concerning the National Social Security System emphasizes that social security is an instrument to meet the basic needs of a decent life and increase dignity towards a prosperous, just, and prosperous society. However, platform workers face a different risk character from formal workers because they often bear the risk of accidents, fluctuations in income, operational costs, and loss of access to work. Thus, if the legal system only associates social protection with the category of formal employment relationships, then platform workers have the potential to be in a space of protection that is not entirely clear.

This condition shows that the legal problem *The Gig Economy* Indonesia has two dimensions. The first is *Classification problem*, i.e. the lack of clarity about whether platform workers are workers, independent contractors, or partners. The second is the protection problem, which is the lack of clarity about the minimum

rights that must still be granted regardless of the classification.(Limiardo & Lie, 2025) Previous research has identified many of the first problems, but this study confirms that settlement does not have to wait for a consensus on a single legal status. The state can build risk- and substantive-based protections so that workers receive minimum protection even if the relationship is not categorized as a conventional employment relationship.

This argument has intensified after the ILO adopted Convention No. 193 on *Decent Work in the Platform Economy* in June 2026. This convention is the first international labour standard specifically aimed at the platform economy and recognizes that the characteristics of work through platforms require special standards that complement existing international employment instruments. This development is important because it shows that the problems faced by Indonesia are not local irregularities, but part of the global transformation of labour law.

Thus, the conclusion of the first finding is that Indonesia's legal framework is not yet fully able to bridge work flexibility and worker protection. The problem is not that employment law does not have a principle of protection, but rather that it still relies on categories of employment relations that do not always correspond to the economic reality of the platform. Therefore,

legal reform needs to move from a formal approach to a substantive one that takes into account the level of platform control, economic dependence, occupational risks, remuneration mechanisms, and workers' access to social protection.

B. Reformulation of Worker Protection through the Integration of Positive Law and Islamic Law Principles

The results of the study further show that the reformulation of the law on *gig economy workers* is not enough to be carried out through the expansion of the definition of workers alone. The reformulation must produce a construction of protection that is able to answer the character of digital employment relations while maintaining legal certainty. In this context, positive law provides a normative structure that is binding, while Islamic law can provide ethical and substantive parameters regarding justice, balance, benefit, and protection for vulnerable parties.

In a positive legal perspective, the starting point of reformulation is to change the orientation of the *Status-based protection To Substance-based protection*. Approach *Status-based protection* assuming that a person must first be recognized as a worker in order to obtain employment protection.(Puannandini et al., 2025) The approach faces difficulties in *The Gig Economy* Because the status of the worker is often determined by the partnership contract. On the contrary,

Substance-based protection Assess the reality of the relationship based on objective indicators.(Harsayudi et al., 2026) If the platform has significant control over work and workers have economic dependence on the platform, then the level of protection should increase according to that level of dependency.

The model does not mean that all platform workers should be automatically categorized as workers. Some workers *Gig* It is indeed possible to carry out activities independently, choose the platform freely, determine its own price or working method, and do not have significant economic dependence. Therefore, an approach that is too absolute also has the potential to eliminate the flexibility that is the main character of the platform economy. Research on *The Gig Economy* Indonesia has offered a model *hybrid employment relationship* that seeks to combine flexibility with minimum protections, including social security, algorithmic transparency, and dispute resolution mechanisms.(Kennedy, 2026)

On this basis, the study found that a more relevant model for Indonesia is layered protection based on the level of dependency and control of the platform. At the first level, all platform workers should be granted basic rights that cannot be waived, such as contract transparency, information on the remuneration system, safety protection, data protection, and complaint mechanisms. At the second level,

workers who demonstrate higher economic dependence and platform control should be provided with closer protections to workers in employment relationships, including social security and stronger remuneration standards. At the third level, if the factual relationship meets the substantive elements of employment, remuneration, and control, the relationship must be able to qualify as an employment relationship.

The model provides a solution to the classic dilemma between flexibility and protection. If all platform workers are treated as formal workers, flexibility can be reduced and the platform's compliance costs increase significantly. Conversely, if all workers are treated as independent partners, the risk of exploitation increases. The layered model allows the law to differentiate based on risk and dependency.

The perspective of Islamic law strengthens the model through the concept of *Ijarah 'ala al-'amal*. In this concept, one's services or energy can be the object of a contract in exchange (*Ujrah*)) certain. The essence of the contract is not only the existence of a formal agreement, but also the clarity of the work and rewards and the fulfillment of the principle of justice.(Waluyo et al., 2025) In the context of digital platforms, the principle is relevant to test whether the remuneration system determined

through algorithms has provided clarity and fairness for workers.

Question *Ujrah* becomes important because one of the main characteristics of platform work is income uncertainty. Workers can earn based on the number of tasks, distance, time, market demand, incentives, and various algorithmic parameters. When these parameters can change without adequate transparency, the position of the worker becomes weak because the worker does not fully understand the basis for determining his income. Recent research on platform workers from the perspective of Islamic economic justice shows that income uncertainty, non-transparent wage mechanisms, and weak social protections pose problems from the perspective of *'Ujrah*, contract transparency, and fairness.(Amalia & Kurniawati, 2026)

Thus, the concept of *ujrah* can be translated into modern regulatory principles through three requirements. First, remuneration must be knowable or at least the mechanism for determining it can be understood. Second, changes in remuneration should not be made arbitrarily without a mechanism of notice and accountable reasons. Third, remuneration must take into account the burden and risks borne by workers. In other words, Islamic law provides the basis that tariff flexibility is not synonymous with the platform's freedom to determine rewards unilaterally.

In addition to *Ijarah*, principle *'adl* become an important parameter. Fairness in employment relations is not enough to be understood as a formal equation between platforms and workers because economically the two parties have different capacities.(Atmari & Sudjai, 2023) Platforms have capital, technology, data, algorithms, and access to consumers, while workers generally have the energy, time, vehicles or work tools, and rely on platform access to get jobs. Therefore, justice must take into account these structural imbalances.

Perspective *Maqāṣid al-Sharī'ah* further broadening the analysis. Protection of assets (*ḥifẓ al-māl*) relevant to income certainty and protection of workers' income. Life protection (*ḥifẓ al-nafs*) related to occupational safety and health. The protection of human dignity also demands that workers are not treated solely as production inputs that can be replaced by algorithms. Literature on *Sustainable gig economy workforce* Through perspective *Maqāṣid al-Sharī'ah* Placing the protection of life, property, intellectuality, dignity, and fundamental human needs as the basis for evaluating the sustainability of gig work.(Luciana, 2024)

From this perspective, algorithms cannot be placed as areas that are completely free from legal scrutiny. If the algorithm determines the distribution of work, remuneration, sanctions, or account deactivation, then the decision has a

direct impact on the economic rights of the worker. Therefore, workers must have the right to obtain adequate information about decisions that materially affect their work and have a mechanism of objection or human review.

The findings of the study also show that the integration of positive law and Islamic law does not mean mechanically mixing the two systems of norms. Positive law remains the primary instrument of the formation of state obligations and platforms, while the principles of Islamic law serve as *normative reinforcement*. The principles of *'adl*, *maslahah*, *ujrah*, *hifz al-māl*, and *hifz al-nafs* provide substantive parameters for determining whether a regulation truly produces justice.

Thus, the conclusion of the second finding is that legal reformulation must build protection that is not only status-based, but based on dependence, control, risk, and protection needs. Positive law provides certainty and enforcement mechanisms, while Islamic law strengthens the orientation of justice and benefit. Such integration results in an approach that is more in line with the character of Indonesian law than simply adopting a foreign regulatory model.

C. Indonesia's Labor Law Reformulation Model to Realize Fair Platform Worker Protection

Based on the analysis of legal gaps and the integration of positive legal principles and Islamic law, this study resulted in a reformulation model that places *gig economy workers* as subjects of legal protection based on the substance of the relationship, rather than solely based on contractual labels. This model is built through five main components, namely relationship classification based on reality, remuneration protection, social protection and safety, algorithmic governance, and dispute resolution mechanisms.

The first component is *Substantive employment classification*. The law needs to introduce more adaptive indicators to determine whether a relationship is an employment relationship or another form of platform relationship.(Altaira et al., 2026) These indicators can include the level of control of the platform, economic dependency, exclusivity or attachment to the platform, the ability of workers to set rates, the ability to refuse work, customer ownership, business risk, and sanctioning mechanisms. With such indicators, the law is not stuck on the question of whether a contract refers to someone as a "partner," but rather assesses how the relationship works in practice.

Such an approach is consistent with the direction of international law developments. ILO Convention No. 193 recognizes the specific characteristics of work through platforms and places the need for the

protection of platform workers within the framework *decent work*. Rover F M Sitinjak et al., "Marginalized Rights in the Digital Era: A Systematic Search for Legal Protection Gaps for Platform and Gig Economy Workers in the National Labor Law Framework," *Ikra-ith Humanities: Journal of Social and Humanities* 10, no. 1 (2026): pp. 718-732, <https://doi.org/https://doi.org/10.37817/ikraith-humaniora.v10i1>. The convention also points out that the development of the platform economy requires special standards because working relationships through platforms have different characteristics from conventional working relationships. Thus, Indonesia's reforms have a strong comparative and international basis to move towards a substantive approach.

The second component is *Fair Remuneration Protection*. Platform workers should obtain protection against excessive income uncertainty. (Syaihuputra et al., 2025) However, this does not always have to be done by applying conventional minimum wages identically. The nature of task-based work requires a remuneration mechanism that can be adapted to the nature of the job. The state can set a minimum standard of net remuneration after taking into account operational costs, effective working time, and job risks. (N. R. Sinaga et al., 2026) Thus, the flexibility of payment based on fixed tasks can be maintained, but it must not result in systematically unviable income.

In perspective *Ujrah*, these principles are in line with the demand for clarity and fairness of remuneration. If the worker covers the cost of the vehicle, fuel, devices, internet connection, risk of accidents, and waiting time, then all of these costs must be considered in determining the remuneration standard. (Nugroho & Kirana, 2024) The principle of fairness does not only assess the nominal payment amount, but assesses the relationship between the payment, workload, and risks borne by workers.

The third component is portable *Social Protection*. Social security for platform workers should not depend entirely on the classification of employment relationships. (Fadhlulloh et al., 2025) Because platform work is flexible and workers can move between platforms, social security needs to be designed to be attached to workers, not to a single employer. This concept allows workers to obtain protection even if they work for multiple platforms at once. Countries can develop a shared contribution mechanism between workers, platforms, and countries based on the level of activity or income of workers.

The model is more in line with the economic character of the platform than imposing traditional employment relationships. Law No. 40 of 2004 has provided the basis for the national social security system as a broad social protection instrument. The challenge is to link these principles with new work patterns.

Thus, the reform is not to create an entirely new social security system, but to expand the design of membership and contribution mechanisms to be compatible with *the work platform*.

The fourth component is *Algorithmic Accountability*. Platforms must have an obligation of transparency towards algorithmic systems that have a significant impact on workers.(Firdaus et al., 2026) Transparency does not mean that the platform has to open the entire source code of its algorithm, as it can touch trade secrets and system security. What must be guaranteed is functional transparency, i.e. workers know the main factors that affect the distribution of work, remuneration, ratings, incentives, account restrictions, and decisions *Deactivation*.

Workers should also acquire the right to object to adverse automated decisions.(Hananto & Lie, 2024) Decisions that have a serious impact on the sustainability of income, in particular the permanent deactivation of accounts, must be able to be examined through independent and transparent human mechanisms. This approach is a logical consequence of the fact that algorithms have performed some of the managerial functions in the platform economy.

The fifth component is *access to justice*. Legal protection will not be effective if workers do not have an easy, cheap, and effective dispute resolution mechanism.(Abdullah et al.,

2026) The reformulation model should provide the platform's internal grievance mechanism, mediation or alternative dispute resolution, as well as access to dispute resolution institutions appropriate to the status of the labor relationship. Workers should not be in a position where the only option in the event of a dispute is to accept the platform's decision because the litigation costs are too high or the legal status is unclear.

The five components can then be constructed in a *Platform Worker Protection Framework*. The first stage is the identification of status based on the facts of the relationship. The second stage is the determination of the level of protection based on the level of control and dependency. The third stage is the implementation of minimum rights regarding remuneration, safety, social security, contract transparency, and data protection. The fourth stage is the implementation of algorithmic governance obligations. The fifth stage is the provision of complaint mechanisms and dispute resolution. The framework is progressive in that it allows protection to increase according to the level of vulnerability of workers.

This model also answers criticism of two extreme approaches that are developing in *the gig economy* discourse. The first approach is to treat all platform workers as formal workers. This approach does provide strong protection, but it has the potential to ignore the diversity of

work models and flexibility that characterize the platform economy. The second approach is to maintain all workers as independent contractors or partners. This approach maintains flexibility but risks maintaining inequality and shifting business risks to workers. The model offered by this study takes a third position, namely regulated flexibility, which is flexibility that is limited by minimum protection standards and strengthened based on the level of dependency.

From the perspective of Islamic law, *regulated flexibility* can be justified through the principle of *maslahah*. Flexibility is a benefit if it provides opportunities to earn income and increase workers' economic choices. However, flexibility turns into *mafsadah* when it is used to avoid protection obligations and transfer all risks to workers. Therefore, the state has the normative legitimacy to intervene to maintain a balance between freedom of contract and the protection of vulnerable parties.

Recent research on *Digital Ijarah* also shows that the principle of *Ijarah al-A'mal* It can be applied in platform-based employment relationships, but wage transparency, dispute resolution mechanisms, and control of power imbalances due to algorithms are still needed.(Amalia & Kurniawati, 2026) The study even offers ideas about digital contract governance that integrates clarity of remuneration, risk distribution, and worker protection. The findings strengthen

the argument that Islamic legal principles can be translated into contemporary regulatory parameters, rather than just abstract moral considerations.

Thus, the final results of this study show that the reformulation of Indonesian labor law needs to move towards a platform-based adaptive labor law model. The model does not remove the flexibility of the digital economy, but ensures that flexibility has legal limits. These boundaries are determined by the principles of certainty, fairness, social protection, safety, algorithmic transparency, and access to justice.

IV. CONCLUSION

Digital transformation has given birth to *the gig economy* as a new form of work organization that offers flexibility, efficiency, and access to income opportunities. However, this study shows that this flexibility also produces fundamental problems in the Indonesian labor law system. The main problem does not lie solely in the existence of platform-based work, but in the incompatibility between the reality of digital labor relations and legal constructions that still rely on the categories of workers, employers, employment agreements, wages, and orders conventionally. The use of the term "partner" in platform relationships can create uncertainty regarding the legal status and ultimately have implications for workers' access to wage protection, social security, job safety, protection

from unilateral deactivation, and dispute resolution mechanisms.

This study found that legal approaches that only base protection on the formal status of workers are no longer adequate to answer the character of platform-based employment relations. In *the gig economy*, control over workers can be carried out indirectly through algorithms, rating systems, job distribution, incentives, remuneration determination, and *deactivation* mechanisms. Therefore, employment relations indicators need to be expanded from just the existence of direct orders to testing the level of platform control, economic dependence, job risk, the ability to determine working conditions, and the level of freedom workers to manage their activities. The findings show the importance of a shift from *status-based protection* to *substance-based and dependency-based protection*.

Research also shows that labor law reformulation should not be placed in a binary choice between categorizing all platform workers as formal workers or retaining them entirely as independent partners. A more adaptive model is to build layered protections based on the level of economic control and dependency. All platform workers should be granted minimum rights in the form of contract transparency, fair remuneration, safety and health protection, data protection, and access to grievance mechanisms. Workers

with higher levels of dependency and platform control should receive protection that is increasingly close to a formal labor regime.

The Islamic legal perspective reinforces this construction through the principles of *'adl*, *maslahah*, *ijarah 'ala al-'amal*, and *maqāṣid al-sharī'ah*, especially *ḥifẓ al-māl* and *ḥifẓ al-nafs*. These principles suggest that contractual flexibility cannot be justified when it results in structural injustice, uncertainty of remuneration, or disproportionate transfer of risk to workers. Thus, Islamic law can serve as a source of normative principles to strengthen the orientation of justice, benefit, property protection, safety, and dignity of workers in the formation of national legal policies.

This study recommends that Indonesia develop a specific regulatory framework on *platform work* that adopts a fact-based, risk, control, and economic dependency approach. These regulations need to regulate relationship classification, remuneration standards, portable social security, occupational safety, algorithmic transparency, data protection, *deactivation procedures*, and effective dispute resolution mechanisms. The formation of such policies also needs to take into account the development of international standards, including ILO Convention No. 193 of 2026 concerning *Decent Work in the Platform Economy*. Thus, Indonesia's labor law reform must be directed not

to eliminate the flexibility of the digital economy, but to ensure that such flexibility runs within the limits of legal certainty, social justice, welfare, and respect for human dignity.

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