



The Legal Status of Digital Platform Workers in Indonesia: Rethinking Employment Relations and Labor Protection

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Info Articles	Abstract
Article History Received : 2026-08-10 Revised: 2026-08-20 Published: 2026-09-30 Keywords: <i>Digital Labour Platform; Employment Relationship; Labor Protection; Platform Workers; Subordination</i>	The transformation of the digital economy has given birth to platform workers who carry out work activities through applications, but their legal status is still in uncertainty because contractual relationships are generally constructed as partnerships. This study aims to analyze the adequacy of the concept of employment relations in Indonesian labor law and formulate a legal approach that is able to determine the status of platform workers based on the actual character of the employment relationship. The research uses normative legal methods with legislative, conceptual, comparative, and case approaches. An analysis was conducted on Indonesian labor regulations, international legal documents, and comparative legal developments regarding platform work. The study found that algorithmic control, economic dependence, organizational integration, remuneration control, disciplinary capacity, and risk allocation can form subordination even though the relationship is formally called a partnership. The status of platform workers needs to be determined based on the substance of the relationship, not solely the nomenclature of the contract. Indonesia needs to develop a <i>functional employment relationship test</i> , presumption of an employment relationship, and protection against algorithmic transparency, social security, and an objection mechanism to automated decisions.

I. INTRODUCTION

The transformation of the digital economy has changed the way work is organized, controlled, and assessed. Digital labour platforms no longer function simply as intermediaries between consumers and service providers, but have evolved into an infrastructure that determines access to work, order distribution, remuneration, performance evaluation, and even the sustainability of employment relationships through algorithmic systems. The

International Labour Organization (ILO) shows that digital platforms have given birth to new forms of work organizations through *Algorithmic Management*, rating systems, digital reputation, and the transfer of part of operational risk to workers (Citaristi, 2022). Consequently, the flexibility offered by the platform economy goes hand in hand with the issues of income, working hours, work safety, and limited social protection. The main issue, therefore, is not solely whether work has become digital, but

whether technological changes have created forms of employment relationships that can no longer be adequately explained by the category of conventional labor law.

This problem is becoming increasingly complex in the Indonesian context. Indonesian labor law defines employment relationships based on the existence of jobs, wages, and orders as formulated in Article 1 number 15 of Law Number 13 of 2003 concerning Manpower, which remains part of the labor law framework after changes through Law Number 6 of 2023 concerning the Stipulation of Perppu Number 2 of 2022 concerning Job Creation into Law. Conceptually, these three elements are built to identify subordination in conventional employment relationships. However, on digital platforms, the element of "command" is not always present through direct instructions from a superior. It can be realized through algorithms that determine the distribution of work, incentive systems, tariffs, ratings, restrictions on access to orders, and *Suspension* or termination of account access (Harahap & Nasution, 2025). Thus, the legal question shifts from the simple question of whether or not there is a command to a more fundamental question: can algorithmic control be seen as a form of subordination that is legally equivalent to an order in an employment relationship?

This uncertainty is reinforced by the contractual construction of

platforms that generally use the term "partner" instead of "worker". Such contractual labels can practically place drivers, couriers and app-based service providers outside the labor protection regime. In fact, the ILO has previously emphasized the importance of *Primacy of Facts*, which is the determination of the existence of an employment relationship based on the facts of the implementation of the work, including a form of technological control, not merely the nomenclature of the contract (Kusuma, 2025). In the Indonesian context, regulations such as Permenhub Number 12 of 2019 do provide certain protections for the use of motorcycles for the benefit of the community, but the orientation is mainly on the aspects of safety and transportation implementation, not on a comprehensive reconstruction of worker status and industrial relations. As a result, there is a possibility of incompatibility between the substance of the employment relationship and the legal form used by the platform.

The development of international law further demonstrates the urgency of the issue. On 12 June 2026, the ILO adopted Convention No. 193 concerning Decent Work in the Platform Economy, which explicitly covers platform workers without relying solely on the classification of their employment status. Article 9 of the Convention emphasizes that status classifications should be determined

primarily on the basis of facts regarding the performance of work and remuneration, while other provisions regulate access to social protection and transparency in the use of automated systems and algorithms (International Labour Organization, 2022). Although it is not yet binding on Indonesia because it has not yet been ratified, the development shows a new direction in international labor law: legal status should not be determined by contractual labels alone, but by the reality of the employment relationship and the degree of dependence of workers on the platform.

Based on these conditions, there is a gap between the reality of platform-based employment relations, the construction of Indonesian labor law, and the development of international standards regarding platform work. Research in Indonesia has identified the unclear status of gig workers and weak legal protections, but these issues need to be further developed by re-examining the concept of *employment relationship* in the context of algorithmic control and assessing whether the category of "partner" is still adequate to describe the legal relationship between platforms and workers. Therefore, this study aims to analyze the legal position of digital platform workers in Indonesia by examining the relationship between contractual classification, algorithmic

subordination, and labor relations elements in labor law, as well as formulating a legal protection framework that is more adaptive to the transformation of the digital economy. Thus, this article does not solely question whether platform workers should be called "workers" or "partners", but questions again whether existing legal categories are still capable of performing a protective function when the power of the employer no longer appears in human form, but rather operates through algorithms.

II. RESEARCH METHODS

This research is a normative legal research with a doctrinal approach that aims to analyze the legal position of digital platform workers in the Indonesian labor law system and test the adequacy of conventional labor relations construction in responding to developments *Platform Economy* (Jonaedi Efendi & Rijadi, 2022). The choice of normative research is based on the character of the problem mainly related to the interpretation of norms, the conflict between the construction of formal law and the reality of digital employment relations, and the need to reconstruct the concept of employment relations in order to be able to reach a form of technology-mediated subordination. This research is not directed to statistically measure the condition of platform workers, but rather to critically examine how the law

constructs, classifies, and protects workers in employment relationships controlled through digital platforms. This kind of approach is also relevant to the ILO study that places *employment relationship* as the main question in determining the status of platform employees.

The primary legal materials in this study include the 1945 Constitution of the Republic of Indonesia, Law Number 13 of 2003 concerning Manpower as amended through Law Number 6 of 2023, Law Number 24 of 2011 concerning the Social Security Administration, as well as sectoral laws and regulations related to digital platform-based work. The study also uses *the International Labour Organization Employment Relationship Recommendation, 2006 (No. 198)* as an interpretive instrument regarding the *principle of primacy of facts*, as well as ILO Convention No. 193 concerning Decent Work in the Platform Economy, 2026, as the latest international normative developments. Convention No. 193 is significant because it is the first international labor standard specifically aimed at the platform economy.

Secondary legal materials consist of scientific journal articles, labor law books, academic reports, *working papers*, and institutional publications that discuss *the gig economy, platform labor, algorithmic management, digital subordination, economic dependency*, and non-

standard worker protection. Contemporary literature on Indonesia is also used to identify *research* gaps. Recent studies have shown that there is a misalignment between the partnership model used by platforms and the character of the working relationship that substantively shows digital dependency and control. Tertiary legal material is used in a limited way to clarify the terminology and concepts required in the analysis.

The study uses a statute approach to test the adequacy of Indonesian labor norms in determining the status of platform workers; a conceptual approach to construct the concepts of *employment relationship, economic dependency, functional subordination, and algorithmic control*; and a comparative approach to compare the legal developments of Indonesia with jurisdictions that have granted special recognition or protection to platform workers. The case approach is used to relevant court rulings regarding the classification of platform workers, especially to identify factual indicators used in distinguishing workers from independent contractors.

The analysis of legal materials is carried out qualitatively through three stages. First, normative mapping is carried out by mapping the elements of employment relations in Indonesian law and comparing them with the characteristics of platform-based work. Second, doctrinal analysis is carried out on the gap between

contractual classification as a "partner" and control reality through algorithms, rating systems, job distribution, remuneration, and *suspension* mechanisms. Third, normative reconstruction is carried out using the principle of *primacy of facts* and the development of international standards as parameters to formulate a more responsive labor relations model. With this design, the research does not stop at the identification of *legal uncertainty*, but is directed to produce legal arguments regarding the shift from contractual classification to substantive or functional determination of employment status as the basis for strengthening the legal protection of platform workers in Indonesia.

III. RESULTS AND DISCUSSION

A. When Partnerships Hide Subordination in a Digital Workspace

The results of the study show that the most fundamental problem in determining the legal status of platform workers in Indonesia lies in the incompatibility between the legal form of the relationship and the reality of the relationship. Digital platforms generally use partnership construction to describe the relationship with drivers, couriers, or service providers (Away, 2021). Formally, such a construction places both parties as relatively equal subjects and not in an employment relationship. However, when the relationship is analyzed on the basis of

the way in which work is obtained, remuneration is determined, performance is evaluated, and access to work is controlled, characteristics that resemble subordination arise (Firdaus et al., 2026). Thus, the legal issue does not stop at the question of whether the contract refers to a person as a "partner", but rather whether the factual character of the relationship can still be accounted for as a real partnership.

Indonesia's labor law provides preliminary parameters to test this issue. 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 formulation remains part of the Indonesian labor regime after changes through Law Number 6 of 2023 (Harahap, 2023). The problem is that the construction was born from the labor relations paradigm that imagines an employer who provides instructions to workers relatively directly. In the platform economy, instructions can work through a digital system without having to be verbally delivered by a supervisor. Therefore, the interpretive challenge is to determine whether the concept of "command" should be limited to human commands or can include control that is realized through algorithmic design.

An analysis of the platform's job characteristics shows that the

algorithm can perform a number of functions traditionally performed by company management. The platform can regulate order distribution, determine job priority, calculate compensation, provide incentives, measure the acceptance or completion rate of work, generate ratings, and restrict access to applications (Wardhana & Rasji, 2026). Each of these mechanisms may appear to be a neutral technological feature when viewed in isolation. However, when all of these mechanisms work simultaneously and influence worker behavior, technology turns into an instrument of control. Workers do not receive orders in the form of "you have to do X," but face digital structures that make certain behaviors more profitable and other behaviors risk reducing income or access to work (Sueno et al., 2026). It is at this point that algorithmic control can function substantively as a form of command.

The findings require a distinction between formal flexibility and substantive independence. Platform workers can indeed have the freedom to decide when to enter or exit the app. However, the ability to determine working hours does not in itself prove that workers have a bargaining position equivalent to the platform (Agustin & Saidah, 2024). A worker can be free to choose when to work but not free to set rates, not free to change payment formulas, unable to negotiate the algorithm of job distribution, and have no control over

the consequences of ratings. That is, temporal freedom explains only one dimension of the relationship, while subordination can take place in another. Flexibility of time should therefore not be treated as a single proof of workers' independence.

This perspective is consistent with the principle *Primacy of Facts* in ILO Recommendation No. 198 of 2006. The instrument directs that the existence of an employment relationship be determined based on facts regarding the performance of work and remuneration, not only based on the name or form of contract used by the parties. Indicators of employment relations can also include the performance of work based on the instructions and control of other parties, the integration of workers into the company's organization, and dependence on the party providing the work. This principle has a very strong relevance to the platform economy because platform standard contracts often establish the nomenclature of the partnership while the operational mechanisms can indicate different levels of control (Jauhari & Simangunsong, 2026). Thus, the substance of the relationship must be placed above the contractual label when the two produce a different picture.

In this context, the study found that the concept of algorithmic subordination can be used as an analytical instrument to re-read the element of "command" in the employment relationship. Algorithmic

subordination refers to a state when the behavior of workers is systematically directed, monitored, evaluated, rewarded, or subjected to consequences through an algorithmic system controlled by the platform (Mariska et al., 2026). This concept does not mean that every use of an algorithm automatically results in a working relationship. What is decisive is the degree and function of control generated by the algorithm. The greater the platform's ability to determine the conditions of execution of work and influence the behavior of workers, the stronger the indication that the relationship contains substantive subordination (Stuart et al., 2026).

This approach also avoids the law from two extreme errors. The first mistake is to consider all platform workers as workers simply because they earn income through the application. The second mistake is to automatically accept the claim that all platform workers are independent partners simply because their contracts use partnership terms. Both approaches are equally problematic because they do not take into account the platform's business model variations and different intensities of control. A more rational test would be to look at a combination of indicators that reflect the actual relationship structure. Thus, the status of platform workers should be the result of functional testing, not an automatic consequence of contract nomenclature.

Comparisons with developments in international law reinforce this argument. In the case *Uber BV v Aslam*, the UK Supreme Court emphasized the importance of assessing the reality of the relationship between the platform company and the driver, not just the contractual label given by the company (Wafi, 2025). The ruling shows that the existence of control and the economic structure of the relationship can be the basis for granting a certain protection status to workers. Similarly, Directive (EU) 2024/2831 on work platforms places the fact of work implementation and the influence of automated monitoring and automated decision-making systems as part of the assessment of employment status (Hasanah & Suprajogi, 2026). These developments show the tendency of contemporary law to see operational power, not just a form of contract, as an important point in determining the status of workers.

If such an approach is applied to Indonesia, then the term "partner" cannot be treated as a *legal shield* that automatically excludes a person from employment law. A partnership can only be maintained if the character of the relationship does show substantial independence. On the other hand, if the platform controls rates, job distribution, evaluation mechanisms, incentives, and access to work, then there is a strong normative basis for re-examining the status of the relationship. Thus, the first

findings of this study suggest that technological change does not remove subordination, but changes the way subordination works and the way the law must recognize it.

B. Status Ambiguity and Risk Shifts to Platform Employees

The ambiguity of the legal status of platform workers has far broader consequences than the issue of terminology. Legal status determines who is responsible for the risks arising from the performance of work. In conventional employment relations, employment law establishes a set of mechanisms to limit the transfer of business risks to workers, including through wage arrangements, working hours, occupational safety and health, social security, and dispute resolution mechanisms (Kurniasari & Rahman, 2022). When workers are placed as independent partners, most of these protections do not automatically apply in the same construction. As a result, the problem of classification turns into a problem of social and economic risk distribution.

The risk is seen in the platform's employee income structure. Workers are generally paid based on transactions or work that are successfully completed, while the costs of generating such income can be borne by themselves, such as vehicles, fuel, maintenance, communication devices, waiting times, and other operational costs (Setiawan, 2018). In a truly independent relationship, such risk shifting is justified because

contractors have the freedom to determine prices, business strategies, and relationships with various clients. However, the problem is different when the platform simultaneously controls tariffs and access mechanisms to customers (Ramli et al., 2020). In such a situation, workers bear the risks of production but do not have the comparable authority to determine their economic value. This condition indicates an economic dependence that is not in line with the claim to full independence.

Economic dependency also cannot always be measured simply by looking at whether a worker has another platform as an alternative. Theoretically, one might be able to sign up for multiple apps at once. However, the formal ability to switch platforms does not necessarily mean effective bargaining power. If a large portion of revenue, digital reputation, or customer access depends on a particular platform, the cost of switching can be significant (Lie, 2026). Therefore, legal analysis needs to distinguish between the possibility of formal mobility and the ability to move economically. This distinction is important so that the concept of independence is not built on overly abstract assumptions about contractual freedom.

The structure of ratings shows another form of such distribution of power. Ratings are often seen as a market mechanism that allows consumers to rate services. However, when ratings are used as a basis for

determining order priority, incentives, or sustainability of access to the platform, ratings have a more complex function. It is not only information for consumers, but also an instrument for evaluating and disciplining workers (Puspawardani et al., 2025). When the consequences of the rating are non-negotiable and the rating mechanism is not fully transparent, the worker is in a position that structurally resembles the worker evaluated by management. The legal function of a mechanism must be seen from its consequences, not from the name of its technology.

The problem becomes even more serious when the platform has the authority to do *Suspension* or *Deactivation*. Loss of access to the platform can mean loss of access to a source of income. In a conventional employment relationship, termination of work is generally subject to certain protection procedures and principles. In a platform relationship, such decisions can be generated by automated systems based on ratings, cancellation rates, customer complaints, or other parameters that workers may not always be able to understand (Karima & Yusman, 2026). As a result, a decision with enormous economic consequences can take place through a mechanism that is procedurally much simpler than the termination mechanism.

This is where it can be seen that the problem of the platform economy is not only about who hires, but also who has the power to determine the

sustainability of work. If platforms can determine who gets orders and who loses access to orders, then platforms have greater economic power than just digital space providers (Jauhari & Simangunsong, 2026). This power has a managerial character because it directly determines the opportunity for workers to generate income. Therefore, the ability to do *Deactivation* should be one of the important indicators in the testing of employment relations.

The weaknesses of protection are also seen in social security. Platform workers who are constructed as self-employed can be directed to enroll in certain social protection schemes individually. Such a model does expand access to social security, but it does not solve the question of who should bear the financing. If a person is substantively in a relationship controlled by a platform, imposing the entire cost of protection on workers can reinforce the inequities that arise in the first place in the relationship (Ramli et al., 2020). Social protection should therefore not only be seen as a matter of access, but also as a matter of allocation of responsibilities.

From the perspective of employment law, these conditions indicate the emergence of what can be termed fragmented legal protections. Some aspects of workers may obtain protection through transportation regulations, some through social security programs, some through partnership contracts, and some

through the platform's internal policies (Firdaus et al., 2026). However, each mechanism works with a different logic and does not always form a coherent system of protection. Such fragmentation results in workers having to be in several legal categories at once without gaining certainty regarding their primary status. The consequence is that protection is available partially but legal responsibilities can be unevenly distributed.

Such an approach risks creating regulatory arbitrage. Platforms can benefit economically from the characteristics of employment relationships but avoid some of the obligations that usually accompany such relationships by using forms of partnerships. Meanwhile, workers still face factual risks inherent in the production process. If the law allows these conditions to take place, the cost of the platform's business efficiency can be indirectly transferred to workers and even to the state through the need for social protection (Marintan et al., 2026). Therefore, legal classification is not just an administrative issue, but an instrument to determine the distribution of costs in the digital economy.

The development of international law shows that these issues are beginning to receive a more systematic response. ILO Convention No. 193 concerning Decent Work in the Platform Economy, adopted in 2026, places platform work within the

framework of worker protection, decent work, social protection, and digital system governance. The convention is important not because it is automatically binding on Indonesia, but because it shows a change in the orientation of international law (Citaristi, 2022). The platform economy is no longer solely seen as a business innovation that requires flexibility, but as an economic structure that must remain subject to the principle of decent work.

Based on the analysis, the study found that maintaining "partner" status without testing the power structure results in an imbalance in risk distribution. Workers can gain flexibility but bear the risk of income; gain access to work but not control rates; be free to determine when to work but not determine how algorithms deliver work; and can use the platform voluntarily but face serious consequences if access to the platform is terminated. Flexibility must therefore be read in conjunction with the distribution of risk, not as opposed to labor protection.

The logical consequence is the need to build a protection model that does not rely entirely on a binary classification between workers and partners. For relationships that clearly meet the indicators of subordination, employment protection must be available. For truly independent relationships, contractual flexibility must still be respected. Meanwhile, the relationship between the two requires

minimum standards of protection to prevent workers from disproportionately bearing risks. This approach provides room for the flexibility of the digital economy while preventing flexibility from turning into a mechanism for legal liability avoidance.

C. Reconstruction of Employment Relations through a Functional Approach

Based on the previous two findings, this study finds that the problem of platform workers in Indonesia requires a change in the way the law defines employment relationships, not just the addition of sectoral regulations. A more adaptive model is a functional employment relationship approach that assesses the substance of relationships based on control, dependency, economic integration, and risk distribution. This approach does not eliminate the categories of workers and partners, but provides a method for determining when a relationship should substantively enter into the employment protection regime. Thus, the law can maintain flexibility without sacrificing its protective function.

The first indicator that needs to be used is algorithmic control. Platforms should be judged on the extent to which their digital systems affect the way workers acquire and perform work. If algorithms only function as information boards that

bring together customers and service providers without controlling the behavior of those using the platform, the subordination indicator is relatively weak (Sayyaf et al., 2025). On the other hand, if the algorithm determines the distribution of orders, the priority of workers, effective rates, incentives, penalties, evaluation, and access to work, then the control has a much greater legal significance. Thus, the existence of the algorithm itself is not an indicator of the employment relationship; it is the control function that the algorithm performs that becomes relevant.

The second indicator is economic dependency. Workers must be assessed based on their realistic ability to determine the source of income and bear the risks of the business. Dependence becomes stronger when workers rely on a single platform, do not have the ability to set their own rates, do not have direct access to customers, and must follow the platform's incentive structure in order to earn adequate income (Dewi & Kusumawardhani, 2026). This approach does not require absolute dependence. What is more relevant is whether the platform has an economic position that substantially restricts workers' freedom to determine their working conditions.

The third indicator is integration in the platform's business model. Workers who perform activities that are at the core of the platform's services are in a different position

than contractors who only use the platform as an additional tool to acquire customers. Drivers in transportation platforms, for example, are not just using applications; they are part of the products sold to consumers (Sriwahyuni, 2026). Similarly, couriers in a delivery platform are an important part of the value creation process. The more integrated one's work is with the platform's main service, the stronger the reason to test whether the relationship contains the character of employment.

The fourth indicator is remuneration control. An independent relationship ideally provides space for service providers to determine prices or at least negotiate the value of services. Conversely, if platforms unilaterally determine rates, deductions, incentives, bonuses, and payment formulas, then there is a significant form of economic control (Ramli et al., 2020). Remuneration controls become stronger as an indicator of employment relations when workers do not have the realistic ability to reject the payment structure without losing access to work. In such circumstances, remuneration is not the result of negotiations between two equal parties, but rather a consequence of the structure designed by the platform.

The fifth indicator is the disciplinary capacity of the platform. The ability to impose sanctions is an important characteristic in

subordinate relationships. In the platform economy, sanctions are not always in the form of warning letters or dismissals. Reduced order priority, reduced incentives, restrictions on access, or *Deactivation* can produce consequences that economically resemble employment sanctions (Oktafianto & Fatmawati, 2023). Therefore, the law must look at the impact of such mechanisms on workers. The greater the platform's ability to punish certain behaviors by reducing or eliminating opportunities to earn income, the stronger the indication of managerial power.

The sixth indicator is the distribution of risk. Independent workers basically bear business risks because they have the freedom to set prices, strategies, and relationships with clients (Aini et al., 2019). On the other hand, in a subordinate relationship, the business risk is in principle greater on the party controlling the business activity. In the platform economy, there is an anomaly when the platform controls the market, tariffs, algorithms, and relationships with consumers but most of the operational risk is imposed on the workers. This imbalance should be an additional indicator in determining the character of the relationship.

Based on these indicators, the study proposes a functional employment relationship test with three levels of analysis. The first level determines the existence of control. The second level determines the

intensity of dependence. The third level determines the distribution of risk and the integration of workers in the business model. The relationship does not have to meet all indicators in absolute terms (Nainggolan & Kiswara, 2013). What is needed is a cumulative assessment of the whole facts. The model is more realistic because not all platforms use the same form of control and not all workers have an identical level of dependency.

The model can be further developed through a rebuttable presumption mechanism. When a number of key indicators are met, the relationship can be assumed to have the character of an employment relationship. The platform then gains the opportunity to prove that the worker is truly independent. This approach not only improves substantive protection, but also improves the balance of proof (Kennedy, 2024). The platform has access to algorithmic data, remuneration formulas, rating history, order distribution mechanisms, and decision bases *Suspension* (Hasanah & Suprajogi, 2026). Workers in general only see the consequences of the system. Therefore, imposing all the evidence on workers can result in information injustice.

The presumption model gains comparative legitimacy from the development of the European Union. Directive (EU) 2024/2831 uses a fact-based approach in determining the employment status of platforms and

introduces a mechanism of legal presumption that can be refuted when the facts show the existence of direction and control (dos Santos & Silva, 2026). What is important about these developments is not the necessity for Indonesia to copy EU law, but the methodological lesson that the burden of proof must take into account the disparity of information between platforms and workers.

Legal reconstruction must also go beyond status issues and enter the realm of algorithmic justice. Recognition that workers have an employment relationship is insufficient if decisions affecting the continuity of work can still be made automatically without transparency. Workers need to be adequately informed about the factors that affect important decisions, especially regarding the determination of remuneration, performance evaluations, restrictions on access, and *Deactivation* (Agung & Jatmiko, 2023). They also require human objection mechanisms and checks against algorithmic decisions that have a material impact on livelihoods. This kind of protection is a logical consequence of the fact that algorithms have taken over some of the management functions.

Within the framework of Indonesian law, these ideas can be the basis for regulatory reformulation without having to directly replace the entire employment system. The new regulations can provide indicators of

the platform's employment relations, establish algorithmic transparency obligations, build presumptions based on a combination of indicators, and set minimum standards for workers who have certain economic dependencies (Scott, 2020). Thus, reforms can be carried out gradually but have a clear direction. The approach is also more adaptive to technological changes because the law does not need to define each form of application or business model in detail; the law simply specifies the parameters of power and protection that must be met.

The development of ILO Convention No. 193 reinforces this need. The adoption of the convention in 2026 shows that platform job protection has moved into the international labor law agenda. For Indonesia, the instrument can serve as a *normative benchmark* in designing national policies, although it cannot yet be positioned as a binding domestic law without a corresponding acceptance process. Its relevance mainly lies in the principle that technological innovation must go hand in hand with decent work, worker protection, social protection, and fair governance.

At this point, the research results in the main proposition that the legal status of a platform worker should be determined based on the function of the relationship, not solely the form of the contract. When the platform substantially controls the performance of work, determines

remuneration, monitors performance, regulates access to work, and bears the economic benefits of the worker's activities, then there is a solid basis for qualifying the relationship as an employment relationship (Kriswandaru, 2026). On the other hand, if workers are completely free to determine their own prices, working methods, customers, and business risks, independent status can be maintained. Between the two poles, the law can provide minimum protection based on the level of dependency.

This proposition also offers a paradigm shift. Historically, the analysis of employment relations has tended to move from contracts to status. In the platform economy, the approach needs to be reversed into fact to control, control to status, and status to protection. Contracts remain important as one of the evidence, but they are no longer the sole determinant. Algorithms, remuneration structures, rating systems, *suspension* mechanisms, and risk distribution should be treated as legal facts that help identify who is actually in control of the relationship.

Thus, the contribution of this study does not lie in the simple claim that platform workers need greater protection. The argument has been widely put forward in the literature. A more specific contribution is to suggest that algorithms can be a medium of subordination that should be read in the doctrine of employment relations, while economic dependency

and risk distribution can be additional indicators to distinguish authentic partnerships from disguised employment relationships. Such an approach allows Indonesian law to maintain the flexibility of the digital economy without allowing contractual flexibility to be an instrument of obligation avoidance.

Ultimately, the main problem with the platform economy is not that the law has lost the ability to regulate work, but that the objects that must be regulated have changed shape. Employer power does not always come as human instruction, offices, fixed working hours, or direct supervision. Power can come in the form of codes, ratings, incentives, data, and automated decisions. Therefore, labor law that continues to seek subordination only through old forms will result in a *regulatory blind spot*. Instead, by adopting a functional approach, the law can recognize the substance of the relationship without having to reject innovation. This is the basis for Indonesia's labor relations reconstruction that is better able to bridge platform flexibility, legal certainty, and decent work principles.

IV. CONCLUSION

This study shows that the legal status of digital platform workers in Indonesia cannot be determined solely based on the nomenclature of "partner" in the contract. The working character of the platform shows that subordination can take place through digital mechanisms, especially

algorithms that control access to work, remuneration systems, performance appraisals, incentives, and account suspension or deactivation. This condition shows that the concept of "command" in employment relationships needs to be understood more functionally, because control over workers is no longer always carried out through direct human instructions.

Based on these findings, this study offers the Functional Employment Relations Test as an approach to determine the status of platform workers based on the substance of the employment relationship. This test includes six main indicators, namely algorithmic control, economic dependency, organizational integration, remuneration control, disciplinary capacity, and risk allocation. The approach allows a distinction between workers who are substantively in an employment relationship and individuals who actually carry out activities independently.

The contribution of the research lies in reconstructing the meaning of employment relations by placing algorithmic control as a new form of subordination. Thus, flexibility, which is the main characteristic of the platform economy, should not automatically eliminate labor protection. Indonesia needs to shift its approach from *contractual classification* to *functional classification* through regulations that establish employment relationship

indicators, refutable employment pre-conviction mechanisms, and protection against algorithmic transparency, social security, and automated decisions. This reconstruction is needed so that the development of the digital economy continues to encourage innovation without making flexibility an instrument for transferring legal and economic risks to workers.

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