

ABSTRACT

The Rise of the Gig Economy: Job Creation and the Paradox of Working Relationship on the Digital Transportation Platform

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Abstract. Digital economy has played a huge role worldwide, including in Indonesia. One of the fast-growing gig economies in Indonesia is that of digital transportation platforms namely *Gojek* and *Grab*. This type of gig economy offers appealing benefits, such as job opportunities for the public, simple requirements to become affiliated driver, flexible working hours, partnership-based working relationship, multiple ways to earn additional income for the drivers, and many more. However, therein lies a paradox behind these attractive offers given in the context of working relationship, where the partnership model between the drivers and the platform company over the time does not deliver a reciprocal benefit for the drivers. Examining the practice from the perspective of the partners, this research attempts to analyze the partnership model applied by the platform company. Using data gathered from in-depth interviews with representatives of the online driver community and legal scholars, this research employed notions of partnership and mystifying power asymmetry to examine the partnership practices on this digital transportation platform. Data and analysis were strengthened with literature study, sourced from journal articles, web-based materials, and official government documents. The findings revealed an unequal working relationship within the partnership, where drivers are not deeply involved in the rule-of-the-game-making process and that it lacks workers' voices channeling their aspirations to the platform company. This is deemed a disproportionate partnership, considering the initial capital and the business risks the drivers must bear. This study proposes a recommendation to establish a set of specific governing regulations on the partnership relationship, supervision, and evaluation in practice.

Keywords: *Gig Economy, Digital Transportation Platform, Working Relationship, Partnership, Mystifying Power Asymmetry*

INTRODUCTION

Gig economy is one of the rising phenomena in the context of the rapidly developing digital era. Digital era has been changing society in many aspects. In social aspect, digitalization has offered easier choices and flexibility for people to interact with each other. Economically, digital platform has facilitated people to do online transactions more efficiently. Flexibility of the digital era has enabled people to be more integrated with each other and has also shaped the working world. Work flexibility in the form of technologies and remote working arrangement are few advantages that the gig economy offers.

The existence of the gig economy can be considered as a new job opportunity which offers flexibility for workers. Many believe that freedom to choose the workplace, working-hours, and type of work are a new form of flexibility [1, 8]. This kind of flexibility can be found in digital transportation platform. The rise of work flexibility in the gig economy can be observed in the development of digital transportation platforms such as *Gojek* and *Grab* in Indonesia. The emergence of this flexibility, however, is accompanied by the rise of algorithmic surveillance that has been created by digital platforms.

The development of *Gojek* and *Grab* have contributed to increasing job opportunities with flexibility for the new generation of workers. This flexibility includes flexible working hours and the lure to secure decent wage, among others [2]. In addition to freedom of working hours, application-based technology has facilitated simplicity for the users, not only for the consumers, but also for potential drivers who wish to join the platform company [3]. The simple requirements for an online driver include their own vehicles and copied identity card, family register, police certificate of good conduct and bank account have made it appealing for people to join the platforms. If potential online drivers do not have their own vehicles, companies will provide rental vehicles for them [4].

However, despite these benefits and flexible arrangements, there is a fundamental problem in the employment scheme, that is, the working relationship or partnership between platform companies and online drivers. This partnership arrangement is not only regulated by the company rules, but also by the article 15 (1) of Regulation No. PM 12/2019 issued by the Indonesian Ministry of Transportation which states that “The working relationship between application-based companies with drivers is categorized as partnership.” However, according to drivers’ testimonies, the practice of equal partnership between platform companies and online drivers does not really take off. In their views, the partnership-based working relations feel unequal since the companies make all decisions on rules of the game by themselves. The drivers deem this as an unfair partnership, considering the initial capital that they must provide, such as their own vehicles.

Reflecting on these problems, this research aims to examine the contested partnership practice and unequal partnership model of the platform companies from the perspective of the partners or online drivers. This article proposes policy recommendations for an alternative partnership concept which promotes equal partnership. Several previous studies have tackled these issues. A study by Muhammad, Roospita, and Nugraheni, examines the partnership scheme in the digital transportation sector which produces a structural hegemony of platform companies vis-à-vis the online drivers [5]. Moreover, research by the European Social Insurance Platform (ESIP) analyzes the status of workers at platform companies in several countries [6]. What is new in our research is that we explore the partnership between platform companies and online drivers comprehensively and show its inherent and practical paradoxes. The first section of this research will demonstrate an overview regarding online driver working status, which is followed by explanation on mystifying power asymmetry in partnership. In the last section, this research proposes a partnership concept that reflects a bargaining position for online drivers and mutual benefit between online drivers and platform company in the digital transportation platform.

LITERATURE REVIEW

1. Characteristics of digital labor platform

Digital labor platform has supported a wide variety of tasks, from web-based to location- and app-based work. Schmidt categorizes digital labor platforms into six types: freelance marketplaces, micro-tasking crowd work, contest-based creative crown work, accommodation, transportation and delivery service, and

household services and personal services. The first three are known as cloud work or web-based digital; and the last three fall into a type of location- and app-based gig work [7].

The following section will cover characteristics of digital labor platforms in the transportation gig economy, i.e., crowdsourcing, algorithm management and market intermediary. Digital transportation platforms accelerate crowdsourcing or the act of outsourcing work to “the crowd”. Leveraging the power of the crowd, these platforms provide technical and financial infrastructure to workers, clients, requesters and/or activities that are geographically scattered and are brought together through a data center, smartphones, and internet-based application, in which various market transactions are facilitated and regulated. Founded on a technological and social base with strong local-regional connection, crowdsourcing emphasizes on vast networks of local social relations managed through an algorithmic management, where jobs are assigned, optimized, and evaluated through algorithms and data tracking [8]. Algorithmic management goes beyond task assignment and scheduling, as it is also utilized for behavioral supervision, evaluation/reviews, automatic decision implementation, and feedback system, as well as an invasive supervision on customers-drivers interaction [9], and even suspension or termination [10]. Strictly from a management perspective, the platform companies play a role as market intermediaries who provide in-demand information and connect players to facilitate the service exchanges by assuring the quality of information match across players, refining the algorithms of the application to meet expectations, and guaranteeing smoothness of the transaction and operational execution [11].

2. Common issues

This new form of work—thanks to automation, digitalization, and platform work—has interrupted existing business models and working or employment relationships. The advocates of capitalism would argue that digital labor platforms provide workers the opportunity to work from any place, at any time and choose whatever jobs suits them. However, there are also some common issues identified from engaging in such work regarding adequate income, social protection, working conditions, labor law, and basic labor rights, among others [12].

Non-employee classification. Crowd work has not been subject to labor regulation, as such, the working or employment relationship is not thoroughly regulated by authority or government [8]. Workers are not recognized as employees of the platform company in a traditional sense, but they are required to represent the company’s image (e.g., clean and neat appearance, no smoking) and advertise the platforms [9]. Workers are conditioned to accept categorization as either partners, freelancers, self-employed individuals, or independent contractors [8]. In Indonesia, drivers are identified as ‘partners’, and yet, they did not receive their rights and access as partners, as regulated in the National Law 20 Year 2008 on Partnership, i.e., the rights to assume equal and mutually beneficial position based on mutual need, trust, consolidation, and benefit principles [13].

Unfair working condition. Consequently, being non-employees with restricted or no labor regulation, they have little control over their gig or assignment, risks, and working conditions. Examples of this unfair practice include lack of transparency in the algorithmic management that assigns and regulates their job orders and the possibility to be terminated without early notice [10,14]. Another study on *Uber* and *FlixBus* platforms shows that the algorithm also performs a geo-based and rating-based invasive monitoring on drivers’ performance [9], without a detailed explanation in initial contracts. Drivers also have either limited or no access to and/or benefits of social, legal, and work-related protections as regulated in labor laws or by labor unions. The risks of sickness and accident are significantly high, and many do not have health insurance [10,14].

Inadequate net-earning. By classifying workers as anything other than employees, platform companies are suspected of trying to remove themselves from any legal and social responsibilities to them, including providing minimum wages [15,16]. The business models of these platforms are based on commission or charging fees and bonus points, tied to the amount and number of completed tasks and customers’ one-

directional reviews. Studies have shown that workers' remuneration in this sector to be quite low or under minimum standards [10,17]. Meanwhile, partner drivers must bear a wide variety of work-related costs and risks, such as parking fees, gas purchase, vehicle maintenance or repair, and safety driving gears, which reduce their net income.

Non-user-friendly contracts. The language in the contract or terms of service are typically lengthy and not easy for people to understand, as it mirrors a customer software agreement [8]. The contracts are written entirely by the platform companies without room for questions, clarification requests, or even negotiation before or after signing. The contracts tend to protect the interests of the platform companies above and beyond the rights of the workers or partner drivers.

Lack of communication, responsiveness, and representation. Ways and possibilities to communicate between workers and platform management are often lacking. Although there is an online form to raise questions, concerns, and feedback, it is not always easy to get to the right person or division who can responsively address the raised matters. Eventually, the workers' voices are not well channeled and represented. As of today, there is no formal, official worker union for digital transportation platform [10,14]. *Uber* and *Lyft* drivers attempted to establish connections among drivers through social media platforms as ways to establish collective bargaining efforts in improving their working conditions. Legal support from the government on this matter is very important, yet it is still very minimal [18].

Previous studies in gig economy and digital labor platforms have shown that these enterprises have not produced or provided decent work [8] and fair work [10] to their workers, ranging from issues of working status, social protection, to representation. There are not many studies that recommend and offer concrete, practical measurements to improve bargaining position of the drivers within the existing partnership business model.

3. Partnership Concept

Some of the partnership concepts refer to partnership in the context of international aid from the Global North (donor providers) to the Global South (donor recipients). There is a lack of references regarding the partnership scheme between workers and employers. However, there are several points from research by Gordon Crawford on partnership. Reflecting on the ineffectiveness of previous international aid, the terminology "partnership" was invented exists to alter the power relations between donor providers and recipients. Crawford examines whether the existing partnership really changes the unequal power relations or perpetuates it. In his research, Crawford collects various scholarly definitions of partnership and their meanings. Referring to Lister who analyzed the most advanced form of partnership discourse in social policies in the United States and Europe, Crawford found a conceptualization of partnership as a working relationship based on shared objectives, mutual respect, and the will to negotiate. Then, Lister adds some important elements of a successful partnership, such as mutual trust, mutual support, joint decision making, reciprocal accountability, financial transparency, and long-term commitment [19].

In another article, Crawford criticizes the existing definition and practice of partnership in the context of international aid. Crawford offers some alternatives such as cooperation that focuses on the interests of the Global South, which is also interdependent with that of the Global North. Then, Crawford adds solidarity aspect as one of the possible alternatives. Solidarity, in his view, is a recognition and the needs of mutual understanding, empathy, and shared action in this complicated and contentious world. Based on these explanations, hence, a partnership model should emphasize working relationships which encompass shared objectives, mutual respect, mutual support, joint decision making, the will to negotiate, reciprocal accountability, financial transparency, and long-term commitment, as well as equal cooperation and solidarity [20].

Other studies also analyze partnership concepts in the digital economy. Research conducted by Novianto, Wulansari and Hernawan specifically argues that the current notion of partnership in digital industry is a fabricated concept that tends to come into conflict with labor laws in Indonesia [13]. Similarly,

Sunardi emphasizes that quasi-partnerships are built to control the gig economy workers [21]. However, he did not critically discuss a possible alternative to overcome these problems. Several previous studies stated that the current partnership concept is a quasi-partnership, where the rating system resembles a corporate strategy to control digital platform workers.

Kurniawan mentions that the current partnership between platform companies and workers creates a new anomaly. This relationship conceals or blurs the rights and protection of workers who are unconsciously exploited. Digital platform business embraces labor exploitation practice using a rhetorical framework of freedom, flexibility, and partnership [22]. Gandini mentions the need for recognition from scholarly disciplines and studies to recognize that workers in the digital platforms, such as gig economy workers, are not just “users” but legitimate workers operating under big platform companies [23].

Based on the current literature, there is no further and comprehensive explanation or research in working relationship-based partnership from intellectuals and practitioners in the realms of employment and business model. As a result, there is no detailed and rigorous definition of partnership. On the other hand, this lacking theorization of the partnership concept correlates to the fact that the concept of equal partnership has been understudied, let alone detailing how to achieve equality of partnership between the powerful platform companies and the replaceable digital workers. As expected, the current mainstreaming of the partnership discourse by the companies and other related stakeholders is hollow, dull and merely rhetorical.

METHOD, DATA, AND ANALYSIS

This case study is qualitative in nature. The research provides an in-depth analysis of the dynamics of the partnership scheme between platform companies and online drivers and the problems that arise from such a partnership scheme from the perspective of the partner drivers. Data collection was carried out through in-depth interviews with representatives of online motorcycle and taxi drivers from *Gojek* and *Grab* and legal scholars to investigate. The research also examines various documents such as government regulations, previous research on digital transportation platforms, and relevant internet articles. Data analysis was conducted by researchers in conjunction with data collection. To test information validity, data triangulation was performed by confirming data to different informants and checking the consistency of findings across interviewees, literatures and other written sources.

RESULT AND DISCUSSION

1. Working Relationship between Platform Company and Online Driver

Working status is one of the polemics in the digital transportation sector. The working relationship-based partnership has become a source of protests from the online drivers. This is because the existing nature and practice of the partnership do not indicate an equal relationship. From an interview with online driver from *Gojek* (informant 1), who is a member of an online motorcycle driver’s community, it is found that the principle of partnership such as equal relationship between online drivers and platform company does not exist, because the practice of working relationship is similar to the conventional one, where the employees face rewards and punishments. The platform companies unilaterally control and assess the drivers’ performance.

An online driver from *Grab*, a representative from the two-wheel driver community, explained (informant 2) that the online application states that the drivers are partners. In the application, a notification will pop up and use language and rhetoric to condition them as partners such as the greeting “Halo Mitra” (“Hello Partner”). However, up to today, many drivers have difficulty to truly understand the meaning of partner and their positions as partner, considering initial capital they must bear such as using their own vehicle and mobile phone to do their jobs.

The emphasis on working relationship-based partnership is firmly reinforced in the partnership agreement provided in the platform company application. The agreement states that the partnership does not entail a working relationship as in traditional understanding of the labor law. In this case, the driver is identified as an independent contractor who agrees to partner with the platform company. However, joint ventures are not included in this partnership. This condition becomes a problem among online drivers, considering they submitted their initial capital in the form of two-wheeled and four-wheeled vehicles to take passengers. A representative from two-wheeled drivers and taxi online community (informant 3) explained that if drivers cannot operate on their own vehicles, they would rent a vehicle with their own means.

The existing partnership agreement in the application emphasize that drivers as partners can apply for discretion to not use the application service anymore. In the same vein, platform companies do not have control over the drivers. Thus, the relationship is merely as partners, where drivers are able to terminate their roles at any time. In relation to this, our interview with a legal scholar from Gadjah Mada University, Nabiyla Risfa Izzati, suggests that the definition of working relationship in the Law No 13 Year 2003 is considered very narrow because this law only regulates working relationships in the informal sector. In the formal sector, working relationships consist of three elements: work, wages, and orders. Meanwhile, the working relationships under platform companies are considered failing to meet these three elements and therefore are not classified as job category within formal sector. As a result, drivers can not earn or defend their labor rights as traditional formal workers do.

With regard to the issue of working relationship, our interview with Timboel Siregar from BPJS Watch suggests that the problem of online drivers is inseparable with the existing government regulation, which sees platform companies as a market hub or intermediary that connect drivers and consumers, rather than as public transport companies. Partnership between online driver and platform company is based on a sharing profit system, at least technically. In this system, platform companies do not pay wages to their online drivers directly since they earn their income from the consumers. However, platform companies will deduct the driver’s wages for some platform fees. Therefore, if the role of platform companies is only to connect online drivers with consumers, then technically speaking, the companies do not issue any orders to the drivers.

These unfair practices, obviously, trigger a swarm of complaints from the drivers (informant 1, 2, and 3). The concepts of partnership and drivers’ flexibility are considered suitable by the platform companies. However, from a labor rights standpoint, this concept of partnership should have promoted the principles of equality, transparency, and shared benefit. In practice, these goals are hard to achieve because there are conflicting interests between the platform companies and the workers. For example, the online drivers often do not get their rights of social protection and minimum wage [5].

This problem is not unique to Indonesia. In other neighboring Southeast Asian countries, such as Malaysia, Singapore, and the Philippines, the working relationship between online drivers and platform companies is beyond the scope of existing labor laws in respective countries, where drivers are also considered as independent contractors. The workers’ working relationship status is still being debated because their status is not yet fully regulated by government regulations [4].

Here, we can see that the working relationship status between platform companies and online drivers has created a contentious problem. Representatives from online drivers argue that they do not expect this kind of problematic working relationship. In addition, this partnership scheme perpetuates marginalized positions

for the online drivers because of their unequal positions vis-à-vis the companies. In the sub-section below, we will explain how this corporate hegemony emerges and consolidates.

2. Mystifying Power Asymmetry in Partnership

There are some criticisms of existing partnership models regarding relationship between online drivers and platform companies. Here, we utilize the concept of mystification of power asymmetry as a framework, as cited in Herlambang Wiratraman's study, and used in the scholarly discourse of international aid. Wiratraman observes that there are power relations within various types of partnership schemes, which are reproduced by knowledge and truth claims, legitimized by the intellectuals [24]. Mystifying power asymmetry is a condition that mystifies or blurs dominations and power relations, which allows the powerful to intervene any arena with their own agenda or interest.

Mystifying power asymmetry in partnership can be observed from the dominant position held by platform companies. This dominant position is made to be "blurry", due to the language of "partnership" in working relationships. The truest concept of partnership is closely associated with equal position, as described in previous section. However, in practice, the actual model of corporate-led partnership agreement in *Uber* and *Grab* does not involve online drivers as equal partners or stakeholders in its process. As argued by informant 1, any partnership agreement should have involved partners. However, up to now, every online driver is not familiar with what kind of partnership they have been involved in. Furthermore, Timboel Siregar from BPJS Watch emphasizes that the existing contract does not seem to reflect a mutual agreement from both parties. It merely stipulates the obligations of online drivers as mandated by the platform companies before the drivers can start working. Moreover, based on information from the representative of motorcycle and taxi online driver community (informant 4), it is confirmed that the existing partnership agreement is unacceptable and fallacious by law. The existing regulations do not regulate the design of equal partnership in working relationship.

Rating system in the working mechanism is not transparent to drivers. There is a complete control by the platform company in determining driver's performance rating through a one-sided, one-directional rating system rated by the consumers [4]. Informant 4 stated that fare rating is determined by platform company, which does not demonstrate transparency and is decided unilaterally by platform company. In this context, the online drivers (informant 1, 2, 3, and 4) noticed a dominant form of power relation from the platform company.

There is no specific shared- risk and benefit between the platform company and the online drivers, putting the drivers in a precarious position. This condition does not represent the labor rights to safe working conditions for drivers. Flexible working hours, which are typically long, and low-level security that online drivers have risked and experienced in carrying their duties, are conditions that classify this job as a high-risk injury occupation [4].

The dominant power relation from the platform company is intensified as a consequence from the absence of labor unions. The dominant power relation is also perpetuated by the unclear working status as a labor or a worker that is regulated in the existing laws, and by the existence of online driver communities which are divided by communities' interest. The article 15 (1) of Regulation No. PM 12/2019 by the Indonesian Ministry of Transportation defines and characterizes a working relationship-based partnership between platform company and online drivers, however, the existing model of partnership has no room for online drivers to establish a labor union.

The discussion comes down to the fact that the partnership concept between platform company and online driver has become mystified. The mystification has developed in several aspects such as partnership agreement, mechanism of performance rating, one-sided fare setting, and the absence of labor unions. These conditions reveal a paradox of working relationship-based partnership which should have put online drivers and company platform in an equal relationship. In relation to this discussion, the next subsection will

provide analysis and discuss the alternatives of partnership concept, in order to establish an equal working relationship between platform companies and online drivers.

3. The Alternative Partnership

This article aims to offer an equal concept of partnership in a concrete way and not limited to rhetorical words. Agreements without partner's involvement, a complete control from platform companies in the business' rule of the game, a unilateral fare setting, and a platform monopoly in data access are illustrations of the existing unequal partnership. Platform company domination in business management and operation have strongly contributed to the labor exploitation issues in digital working relationship.

Some countries are reviewing the concept of partnership in digital platform and its working relationship. For instance, *Uber* drivers in England had seized an assurance on employment status through a ruling of the British Supreme Court. This resolution was motivated by the condition that there is a dominant authority by the platform company to tightly control *Uber* drivers; there is no longer a form of partnership, and a formal working relationship does exist and is acknowledged. The success to alter the status of this working relationship certainly comes from a strong collective effort of partner drivers and pressure from transportation regulators and labor activists [25].

In contrast to the UK, where the working relationship status is still at the court decision, the provisions on the workers' status in Spain had already been formalized into a government decree. Spain is the first country to decide regulation on the working status of bicycle and motorcycle online drivers. *Deliveroo* and *UberEats* online drivers in Spain have changed their status to full-time employees with fixed salaries. This development has implications on the fulfillment of workers' rights, such as work protection [26]. Meanwhile in the United States, full-time employees have earned minimum wages and healthcare security, even though they are categorized as independent workers. The most interesting is in Italia where the *UberEats* drivers and couriers, and other food delivery workers have been determined as employees. Moreover, the court has issued a set of fines for companies who do not comply with court decisions, imputing seven hundred and thirty-three million Euro (733 million euro) or around twelve point six trillion Rupiah (12,6 trillion rupiah). Not only a fixed salary, but platform companies are obliged to provide insurance, working gears such as uniform, helm, jacket, and even more, platform companies need to provide the motorcycles [27].

Learning from other countries' best practices, Indonesia has to ensure equal partnership design through a fair and decent role between government, platform company and digital platform workers. In Indonesia, there are no relevant, applicable regulations for partnership in digital platform yet. The existing regulation does mention about partnership between platform companies and drivers such as from the Ministry of Transportation and the Ministry of Manpower. However, a further explanation on how this partnership scheme works has not been clearly regulated. There is an urgent need for a policy synchronization across relevant ministries and institutions. Collaboration between governments, platforms, and workers is the key to success in redefining partnerships in this digital working relationship. The collaborative design of public-private partnership must aim to ensure equality in shared- benefits and risks.

Regarding business rules, it is necessary to involve drivers in determining rules of the game. This includes partnership agreement, fare setting, and performance rating and ensuring online drivers' voices be accommodated in any forms of decision which directly and indirectly impact them. Therefore, it is critical to supervise the procedure for implementing the partnership towards platform companies who are responsible to assure involvement of online drivers.

In addition to government's role, platform companies also need to take a number of steps such as renewing partnership agreements that promote equal working relationships. This can be accomplished through the creation of Matrix Allocation Risk and Benefit for partners. To run business together, the platform company needs to open a more responsive communication space for drivers both offline and application-based.

On the other hand, with online drivers as the main entity in this digital business, of course, it is necessary to create labor unions that accommodates aspirations of the drivers and legitimate their voices before the government and platform companies. Currently, the online drivers' communities are divided based on their own group agendas and interests. Such grouping is in fact increasingly marginalized the drivers in accessing data and information on partnership agreement and rules of the game among online drivers. Figure 1 illustrates the role distribution in creating an equal and fair partnership.



Fig.1. The role distribution in creating a more equal and fair partnership

CONCLUSION

The rise of the gig economy which supposedly offers flexibility for the workers still left some problems for the online drivers. The working relationship-based partnership has been a prolonged, unending debate. The partnership issues that arise are not only provoked by incomprehensive regulation on partnership, but also the partnership model which is unilaterally created by the platform companies. The existing partnership pattern in the digital business leads to this mystifying power asymmetry or blurring the unequal power relations. Thus, it is necessary to promote inter-actor collaboration (the online drivers, platform company and government) in designing an equal and decent partnership. An equal and decent partnership is believed as one of the solutions for the precarious status of the online drivers which makes it difficult to obtain status as an employee. Re-design of the partnership that is more transparent and fairer for online drivers is considered as a remedy for the uncertain working relationship experienced by the drivers.

LIMITATIONS AND SUGGESTIONS

This study, however, has a crucial limitation, namely the lack of primary information and data from the platform companies themselves. This is because the companies did not respond to our interview requests. As a result, our paper analyzes this topic mainly from the perspective of the partner drivers. For future research, there is a need to include views and statements from the companies or corporate actors with regard to the partnership scheme and its actual implementation in the context of working relationship under the digital platform sector.

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REFERENCES

- [1] Anwar, M. A., & Graham, M. (2020). Between a rock and a hard place: Freedom, flexibility, precarity and vulnerability in the gig economy in Africa. *Competition & Change*, 25(2), 237–258 DOI:10.1177/1024529420914473.
- [2] Yunus, M., Soesilowati, E., Setyowati, D. L., & Arsal, T. (2019). Analisis Sistem Kerja Aplikasi Transportasi Online dalam Peningkatan Kinerja Driver. *Seminar Nasional Pascasarjana Universitas Negeri Semarang* (pp. 1039-1043). Semarang: Universitas Negeri Semarang.
- [3] Ompusunggu, V. M. (2018). Analisis Penyerapan Tenaga Kerja Pada Transportasi Online di Kota Medan. *EKONOMIKAWAN : Jurnal Ilmu Ekonomi dan Studi Pembangunan Vol. 18 No. 1*, 12-18.
- [4] Darmastuti, S., Rahmawati, A., & Putri, R. L. (2022). Jaminan Sosial Ketenagakerjaan di Sektor Platform Digital Transportasi: Prioritas dan Agenda ke Depan. In Afrimadona, D. Ramadhan, R. P. Imawan, R. Istantia, & S. Darmastuti, *Memaknai Kebijakan Berorientasi Manusia Sepuluh Pelajaran Berharga Pasca Pandemi COVID-19* (pp. 167-197). Jakarta: Yayasan Pustaka Obor Indonesia.
- [5] Muhammad, D. Y., Roospita, R. A., & Nugraheni, N. A. (2021). Mitos Kemitraan dan Konstruksi Normalitas Kerja Gig: Kajian Operasi Kekuasaan Hegemonik. In Y. T. Keban, A. Hernawan, & A. Novianto, *Menyoal Kerja Layak dan Adil dalam Ekonomi Gig di Indonesia* (pp. 157-174). Yogyakarta: IGPA Press.
- [6] European Social Insurance Platform (ESIP). (2019). *Are social security systems adapted to new forms of work created by digital platforms?* Brussels: European Social Insurance Platform (ESIP).
- [7] Schmidt, F. A. 2017. *Digital labour markets in the platform economy: Mapping the political challenges of crowd work and gig work*. (Bonn, Friedrich-Ebert-Stiftung).
- [8] Berg, J., Furrer, M., Harmon, E., Rani, U., and Silberman, M.S. 2018. *Digital labour platforms and the future of work: Towards decent work in the online world*. Geneva: International Labour (ILO) Office.
- [9] Loffredo, A., & Tufo, M. (2018). Digital work in the transport sector: in search of the employer. *Work organisation, labour & globalisation Volume 12, Number 2*, 23-37.
- [10] Asmara, A. A., Kusumaningtyas, A. P., Darmawan, P., Simanjuntak, R. T., Izzati, N. R., Putri, T. E., Heeks, R., Graham, M. (2021). *Fairwork Ratings Indonesia 2021: Standar Kerja Layak pada Gig Economy*. Yogyakarta: Center for Digital Society, Fakultas Ilmu Sosial dan Ilmu Politik, Universitas Gadjah Mada.
- [11] Patrick Dieuaide, C. Azaïs, 2020. Platforms of Work, Labour, and Employment Relationship: The Grey Zones of a Digital Governance. *Frontiers in Sociology*. Vol 5. Article 2. Downloaded from <https://www.frontiersin.org/articles/10.3389/fsoc.2020.00002/full> on July 20, 2022.

- [12] Parli, Kurt, 2021. Impacts of Digitalisation on Employment Relationships and the Need for more Democracy at Work. *Industrial Law Journal*. Downloaded from <https://academic.oup.com/ilj/advance-article/doi/10.1093/indlaw/dwaa029/6093071> on July 20, 2022.
- [13] Novianto, A., Wulansari, A. D., & Hernawan, A. (2021). “Riset : Empat Alasan Kemitraan Gojek, Grab, hingga Maxim Merugikan Para Ojol”. *The Conversation*, accessed from: <https://theconversation.com/riset-empat-alasan-kemitraan-gojek-grab-hingga-maxim-merugikan-para-ojol-159832>
- [14] Keban, Yermias & Hernawan, Ari & Novianto, Arif. (2021). *Menyoal Kerja Layak dan Adil dalam Ekonomi Gig di Indonesia*. Yogyakarta: IGPA Press
- [15] De Stefano, V. 2016. *The rise of the “just-in-time workforce”: On-demand work, crowdwork and labour protection in the “gig-economy”*, Conditions of Work and Employment Series No. 71 (Geneva, ILO).
- [16] Johnston, H.; Land-Kazlauskas, C. 2018. *Organizing on-demand: Representation, voice, and collective bargaining in the gig economy*, Conditions of Work and Employment Series No. 94 (Geneva, ILO).
- [17] Nastiti, A. (2017, September 26). Cerita pengemudi menguak eksploitasi di Gojek, Grab, dan Uber. Downloaded from <https://theconversation.com/cerita-pengemudi-menguak-eksploitasi-di-gojek-grab-dan-uber-84599#> on July 20, 2022
- [18] Woodside, J., Vinodrai, T., & Moos, M. (2021). Bottom-up strategies, platform worker power and local action: Learning from ridehailing drivers. *Local Economy Vol. 36(4)*, 325–343.
- [19] Crawford, Gordon. (2003). Partnership or Power? Deconstructing the ‘Partnership for Governance Reform’ in Indonesia. *Third World Quarterly*, 24 (1).
- [20] Crawford, Gordon. (2000). Introduction Beyond Partnership: Getting Real about NGO Relationships in the Aid System. *IDS Bulletin*, 31 (3).
- [21] Sunardi. 2021. Ilusi Insentif di Gojek: Cara Perusahaan Platform Mengontrol Pekerja Gig dalam Relasi Kemitraan yang semu. dalam Keban, Y. Hernawan, A. Novianto, A. *Menyoal Kerja Layak dan Adil Dalam Ekonomi Gig di Indonesia*. (pp. 63-77). Yogyakarta: IGPA Press
- [22] Kurniawan, Fuad Edi. 2020. INDUSTRIAL RELATIONS IN THE DIGITAL SHARING ECONOMY: A Critical Review of Labor Informalization and Social Partnership Relations. *Journal of Indonesia Social Science and Humanities (JISSH)*. Volume 10 Issue 1
- [23] Gandini, Alessandro. 2018. Labour Process Theory and The Gig Economy. *Human Relations*. 72(6). 1-18
- [24] Wiratraman, R Herlambang Perdana. “Good Governance and Legal Form in Indonesia.” Thesis. Mahidol University, 2006.
- [25] Pristiandaru, D. L. (17 Maret 2021). *Menang di Pengadilan, 70.000 Driver Uber Jadi Karyawan Tetap*. Accessed from <https://www.kompas.com/global/read/2021/03/17/160609470/menang-di-pengadilan-70000-driver-uber-jadi-karyawan-tetap?page=all#page2>
- [26] Iswara, A. J. (11 Maret 2021). *Pertama di Uni Eropa, Spanyol Tetapkan Driver Ojol sebagai Karyawan Bergaji*. Accessed from <https://www.kompas.com/global/read/2021/03/11/224955170/pertama-di-uni-eropa-spanyol-tetapkan-driver-ojol-sebagai-karyawan>
- [27] Iswara, A. J. (18 Maret 2021). *5 Negara Ini Sahkan Driver Ojol Jadi Karyawan, Dapat Gaji Tetap dan Uang Pensiun*. Accessed from <https://www.kompas.com/global/read/2021/03/18/082114370/5-negara-ini-sahkan-driver-ojol-jadi-karyawan-dapat-gaji-tetap-dan-uang?page=all>