Priviet Social Sciences Journal

Volume 6
Issue 7 July, 2026

Article 32

21-07-2026

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To cite this article: Hasbulhadi, T., Abdullah, A. ., Abdullah, M., Jamhir, J., & Misran, M. (2026). Maxim's responsibilities toward food and bike delivery drivers under Law No. 6 Of 2023 (A study in Banda Aceh). *Priviet Social Sciences Journal*, *6*(7), 432–450. https://doi.org/10.55942/pssj.v6i7.2071

To link to this article: https://doi.org/10.55942/pssj.v6i7.2071

Privit Social Sciences Journal
E-ISSN 2798-6314
P-ISSN 2798-866X
https://doi.org/10.55942/pssj.v6i7.2071

Volume 6
Issue 7
July Edition 2026

Maxim's responsibilities toward food and bike delivery drivers under Law No. 6 Of 2023 (A study in Banda Aceh)

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Received 28 May 2026
Revised 04 June 2026
Accepted 21 July 2026

ABSTRACT

The rapid growth of platform-based digital business models has raised complex legal questions regarding the employment status of workers operating through these platforms. This study examines the legal accountability of Maxim, a digital transportation and food delivery company, toward its food and bike delivery drivers in Banda Aceh under Law No. 6 of 2023 on Job Creation. Using a normative-empirical juridical approach combined with in-depth interviews with five active Maxim drivers selected through purposive sampling, this study analyzes elements of the employment relationship, algorithmic subordination mechanisms, and labor protection obligations. Findings indicate that the relationship between Maxim and its drivers exhibits characteristics that substantially resemble an employment relationship, as confirmed by Maxim's official Work Rules document containing 24 unilaterally imposed clauses. Algorithmically, drivers are controlled through order distribution, rating systems, a prohibition on rejecting automatic orders, and unilateral account suspension. Regarding protection, findings reveal significant gaps: no BPJS Ketenagakerjaan coverage funded by Maxim, inconsistent accident compensation with no standardized mechanism, and most drivers not receiving the *Tunjangan Hari Raya* (Holiday Allowance). This study concludes that formal regulatory recognition of platform workers as a distinct legal category is urgently needed to address these protection gaps.

Keywords: gig economy; employment relationship; algorithmic subordination; labor protection; Job Creation Law; Maxim

1. INTRODUCTION

The world of work has undergone rapid changes over the past decade. Advances in digital technology have fundamentally transformed patterns of employment relationships; corporate operational mechanisms; and the way labor laws adapt to these dynamics. These changes present new challenges; particularly in determining the form of legal protection for workers who work through digital platforms. One phenomenon that has emerged as a consequence of this transformation is the gig economy—an economic system that connects service providers with service users through digital platforms without requiring a permanent employment relationship. For platform-providing companies; this business model offers flexibility in managing service capacity according to market demand. Meanwhile; for workers; this system is promoted as a form of freedom to determine their own work hours; choose the intensity of their work; and manage their economic activities independently (Yusdanial & Yuda, 2025).

However; this narrative of flexibility conceals far more complex legal issues. Behind the label "independent business partners" applied to millions of platform workers lies a different reality: workers bear risks on their own that should rightfully be the employer's responsibility—ranging from the absence of a minimum wage and social security to the lack of severance pay when the working relationship ends. The consequences are not merely financial; this is a matter of the state's failure to protect its working citizens (Wibowo & Susanto, 2025). Interestingly; this kind of vulnerability does not affect only online transportation drivers. This Russian technology company operates bike and food delivery services under a scheme where drivers receive earnings per order and Maxim deducts approximately 10% from each transaction. All informants interviewed in this study revealed that income from working as a Maxim driver is their primary source of income. These findings indicate a fairly high level of economic dependence on digital platforms as providers of job access.

This situation indicates a normative tension between the formal status attributed to drivers and the substance of the relationship that actually exists in practice. On the one hand; drivers have a level of economic dependence that substantially reflects the characteristics of an employment relationship. On the other hand; however; they do not receive the legal protections or labor rights typically afforded to workers in formal employment relationships . As a result; drivers find themselves in a vulnerable position; bearing occupational risks without adequate safeguards. Normatively speaking; this gap is not without its roots. To date; the legal status of digital platform workers (gig workers) has not been explicitly regulated within Indonesia's labor law system. Neither Law No. 13 of 2003 on Manpower nor the amendments set forth in Law No. 6 of 2023 on Job Creation have provided specific regulations regarding the legal status of workers who carry out activities through digital platforms. This situation creates a legal vacuum that results in uncertainty regarding the status of the employment relationship and the scope of legal protection that digital platform workers should receive.

To gain a more concrete understanding of the reality of these employment relationships; this study is supported by field data obtained through direct interviews with five active Maxim drivers operating in the city of Banda Aceh; whose identities are kept confidential and are referred to only by the initials AR; MF; RA; IH; and FS. This field data is crucial given the regulatory vacuum that has existed since the inception of Law No. 13 of 2003—a law that; from its very inception; was conservative and lacked participatory elements; thereby leaving broad room for interpretation through secondary regulations (Charda, 2015)—and it is precisely this space that platform companies strategically exploit to maintain a "partnership" framework that benefits their position (Albab et al., 2023). The empirical findings of this study further reinforce this situation. Of the five drivers interviewed; not a single one had BPJS Ketenagakerjaan coverage that was either registered or funded by Maxim. Furthermore; two drivers who had been involved in accidents while on the job had to cover all medical expenses out of pocket without any assistance from the company. Regarding the fulfillment of welfare rights; not a single informant received a Holiday Allowance or *Tunjangan Hari Raya* (THR) as is customary in formal employment relationships. Only one out of five drivers received a Holiday

Bonus (BHR); which was granted on a discretionary basis ahead of Eid al-Fitr; while the other four drivers did not receive any form of similar reward or compensation at all. These findings indicate that protections for digital platform drivers remain far from adequate; even though they clearly perform work that is an essential part of the company's operations. To dissect the nature of this type of employment relationship; the concept of "algorithmic subordination" formulated by Aloisi (2016) provides the most relevant analytical framework (Aloisi, 2016). Control over drivers is no longer exercised through direct orders from superiors—but rather through order-distribution systems; rating mechanisms; and algorithmic sanctions that operate silently yet are binding.

A comparative perspective underscores the urgency of this study: the UK Supreme Court's ruling in the case of Uber BV v. Aslam (2021) affirmed that platform drivers are entitled to protection as "workers;" while the European Union has enacted the Platform Work Directive (2024); which provides an explicit framework for protecting platform workers—a legal instrument that Indonesia does not yet possess (Fadhlulloh et al., 2023).

Several previous studies have laid an important foundation for this research. Wibowo and Susanto (2025) examined the legal protection of gig workers within the framework of Indonesian labor law; Stevania and Hoesin (2024) discussed the legal certainty of social security for gig workers; and Novemyanto and Nur (2025) documented the increasing demands by gig workers for the recognition of their normative rights. However; studies that specifically examine Maxim's legal liability in Banda Aceh under Law No. 6 of 2023 through direct field verification remain very rare; and it is this gap that this study aims to fill.

1.1. Research Questions

Based on the background described above; this study formulates three research questions to be examined from a normative-empirical perspective. First; what are the characteristics of the employment relationship between Maxim and its food delivery and bike delivery drivers when analyzed based on employment relationship theory and the "substance over form" principle? Second; what forms of algorithmic subordination are applied in Maxim's work control system; and how do they affect drivers' working conditions and level of autonomy? Third; what is the nature of Maxim's legal responsibility in ensuring labor protection for drivers when examined in light of Law No. 6 of 2023 on Job Creation and the principle of social justice?

2. LITERATURE REVIEW

2.1. Labor Relations Theory and the Principle of Substance Over Form

Article 1; point 15 of Law No. 13 of 2003 on Manpower defines an employment relationship as a relationship arising between an employer and a worker or employee based on an employment agreement. Such a relationship is deemed to exist if it cumulatively fulfills three essential elements: the existence of work (arbeid); the payment of wages (loon); and an element of authority (gezagsverhouding). These three elements form the primary basis for determining the existence of an employment relationship under Indonesian labor law (Budiono, 2012). All three must be present simultaneously; none can substitute for the others. The element of work refers to the actual and continuous activities performed by the worker; the element of wages relates to the compensation received for that work; whether in the form of a fixed salary or incentives received on a regular basis; while the element of authority reflects the employer's authority to direct and supervise the performance of the work. This last element does not necessarily have to take the form of direct instructions; indirect control also satisfies this element; as long as it has a tangible impact on the manner and conditions of work.

A significant development in modern labor relations theory is marked by the acceptance of the "substance over form" principle as one of the foundations of legal interpretation; which emphasizes the substance of the legal relationship over the form or formal label used in the agreement (Syahbana, 2025). This principle is based on the understanding that determining a worker's legal status should be done by examining the factual conditions of the ongoing employment relationship; not solely based on the terms or classifications listed in the contract. The application of this principle has become increasingly relevant in digital platform-based work practices. Many companies use the term "partner" in collaboration agreements as a basis to avoid the application of labor law provisions; even though in practice the relationship formed exhibits characteristics similar to an employment relationship.In line with this; the ILO Employment Relationship Recommendation No. 198 of 2006 emphasizes that in cases of doubt or ambiguity regarding the status of an employment relationship; legal assessment should prioritize the actual facts of the relationship as it exists. Thus; the lack of clarity regarding status should not diminish a worker's right to receive the legal protections that should rightfully be provided.

In addition to the control test; an assessment of the substance of an employment relationship can also be conducted through several other approaches. One of these is the integration test; which evaluates whether the work performed by an individual is an integral part of the company's core business activities. Another approach is the economic reality test; used to assess the degree of the worker's economic dependence on the party that provides the work. Through these two approaches; the assessment of an employment relationship is no longer based solely on the form of the agreement but on the reality of the relationship as it unfolds in daily practice (ILO, 2006). In the case of Maxim drivers; these three tests consistently lead to the same conclusion (Wibowo & Susanto, 2025).

Subordination; as the concept that most distinctly distinguishes an employment relationship from other legal relationships; operates through two complementary dimensions. Legal subordination takes the form of the employer's authority to direct and discipline; economic subordination takes the form of the worker's dependence on income from the employer as their primary source of livelihood (Wibowo & Susanto, 2025). The imbalance arising from the combination of these two dimensions serves as the classic justification for legal intervention. In the context of digital platforms; this dimension of subordination does not disappear; rather; ittransforms into algorithm-based control that extends to nearly every aspect of a driver's activities; from job distribution to account sanctions.

Developments in contemporary labor relations theory have also given rise to the concept of non-standard employment—that is; forms of employment that fall outside conventional employment patterns. One such form is "dependent self-employment"—a condition where an individual is not formally bound by an employment contract and is not classified as an employee; yet in practice derives most or all of their income from one or more employers. Thus; although legally classified as self-employed; they remain economically highly dependent on the parties that utilize their services.

Research conducted by Mas et al. (2022) through a comparative study of the legal systems of Indonesia and the United Kingdom shows that digital platform drivers; such as those for Gojek and Grab; essentially fall into the category of dependent self-employment. The study's findings reveal that the elements of an employment relationship are; in fact; fulfilled in practice; even though the drivers are formally classified as partners. This situation arises because the partnership status is established through standard-form agreements unilaterally drafted by the companies; thereby limiting the drivers' ability to determine or negotiate the terms of the agreement governing the legal relationship between the parties. The situation of Maxim drivers in Banda Aceh reflects exactly the same conditions—they are entirely economically dependent on a single platform but are not recognized as workers—and this further strengthens the argument for the need for the hybrid legal category recommended by this study.

2.2. The Theory of Algorithmic Subordination

Aloisi (2016) introduced the concept of algorithmic subordination to explain forms of employment relationships controlled through algorithmic systems on digital platforms. In this concept; the functions of supervision and instruction—which in conventional employment relationships are carried out directly by a supervisor—are transferred to algorithmic mechanisms embedded within the application. Consequently; control over workers is no longer exercised through personal commands but rather through the operation of digital systems that automatically regulate work activities. Aloisi also argues that there are four key characteristics that distinguish algorithmic subordination from forms of subordination in conventional employment relationships. These characteristics indicate that algorithm-based control mechanisms have distinct patterns and modes of operation; although they ultimately still result in a significant level of control over digital platform workers.

First; it is anonymous: drivers never know who or what is actually making decisions regarding order distribution or the imposition of sanctions. Second; it is non-transparent: the logic behind algorithmic decisions is entirely beyond the drivers' comprehension. Third; it is nearly impossible to challenge; as algorithmic decisions are treated as objective and final. Fourth; they are omnipresent: drivers' performance is continuously monitored and evaluated without clear limits on working hours. Hernawan et al. (2024) expand on this framework by detailing the specific mechanisms platforms use to control drivers.

In practice; algorithmic control is manifested through several mechanisms. Fare setting is carried out unilaterally by the company without allowing drivers any room for negotiation. Additionally; the company sets specific performance standards that must be met for drivers to continue accessing and using the platform. A data-driven reward and punishment system is also implemented to continuously influence and shape drivers' work behavior. Furthermore; the use of GPS technology allows the company to monitor drivers' activities and movements while they are on the job; while a rating system that combines various performance indicators generates a final score that affects drivers' chances of receiving orders and maintaining their position on the platform.

When these mechanisms are evaluated as a whole; the resulting level of control is essentially comparable in intensity to the form of subordination found in conventional employment relationships. Although monitoring is conducted through a digital system; the company still exercises significant control over the drivers' work methods; performance; and the continuity of their activities within the platform ecosystem. Research by Rosenblat and Stark (2016) on the " " of Uber drivers provides important empirical support. The findings indicate that information asymmetry between platform companies and drivers cannot be viewed solely as a technical consequence of the use of digital technology. Rather; this condition is one of the primary mechanisms companies use to control labor relations. When access to critical information is largely controlled by the platform; while drivers receive only limited information; drivers' bargaining power weakens and the company gains greater control over the execution of work.

Platforms have full control over performance data; demand patterns; and pricing logic; whereas drivers merely receive instructions without ever understanding the rationale behind them. This unequal power dynamic; however much it is cloaked in rhetoric of independence and entrepreneurship; is substantively no different from subordination in conventional employment relationships. Research conducted by Wood et al. (2019) further reinforces these findings through a cross-national study of digital platform workers. The results show that algorithm-based control is closely linked to uncertainty regarding working hours; increased pressure to maintain performance; and workers' limited ability to negotiate the terms and conditions of their employment.

When these two findings are considered together; it becomes clear that algorithmic subordination is not merely a technical characteristic inherent to digital platforms. Rather; this mechanism has evolved into an instrument of labor control that performs a function similar to the element of authority (gezagsverhouding) in conventional employment relationships. Although control is exercised through a digital system; its impact on drivers' behavior; performance; and job security still indicates the existence of a tangible form of subordination.

2.3. The Theory of Labor Protection and Social Justice

The theory of labor protection is based on the view that every employment relationship inherently involves an imbalance of power between workers and employers. This imbalance is an inherent characteristic of employment relationships and thus requires legal intervention. Without adequate legal protection; such conditions have the potential to lead to exploitative practices that harm workers and contradict respect for human dignity (Sinaga & Zaluchu, 2021).

According to Sinaga and Zaluchu (2021); the enactment of Law No. 13 of 2003 on Labor was not merely part of the development of national legislation but a response to the reality that workers have long been in a weaker position within industrial relations. Therefore; the existence of legal protection mechanisms is not merely viewed as a policy choice but as a fundamental necessity to create a balance between the interests of workers and employers. The guarantee of such protection also has a strong constitutional basis. Article 27; paragraph (2) of the 1945 Constitution of the Republic of Indonesia affirms the right of every citizen to obtain work and a livelihood that is decent and humane. Furthermore; the principle of social justice; as set forth in the Preamble to the 1945 Constitution of the Republic of Indonesia and the Fifth Principle of Pancasila; places the state in the position of being responsible for ensuring that every working person receives fair legal protection; regardless of the formal nature of their employment relationship.

These obligations are further elaborated in Law No. 6 of 2023 on Job Creation; which establishes various forms of statutory protections for workers. These protections include the payment of the minimum wage; enrollment in and payment of contributions to the BPJS Ketenagakerjaan (Social Security Administration for Employment); coverage for workplace accident risks; the provision of a THR; and the implementation of an Occupational Safety and Health (OSH) system. These provisions are mandatory and; in principle; cannot be waived through an agreement between the parties. Albab et al. (2023) explain that effective legal protection must be able to realize three dimensions of justice simultaneously. First; legal justice; which provides legal certainty. Second; substantive justice; which guarantees tangible protection of workers' rights. Third; the aspect of utility; which ensures that regulations actually have a positive impact on workers' well-being in practice.

On the other hand; the growth of the gig economy presents new challenges to the labor protection system. Digital platform-based work models give rise to forms of employment relationships that cannot be fully addressed by conventional labor concepts. Novemyanto and Nur (2025) note that demands by digital platform workers in Indonesia for the recognition of their normative rights continue to rise. This situation is driven by a disparity between their formal status as "partners" and the reality of the employment relationships they experience on a daily basis. In line with this view; Latri et al. (2024) argue that the vulnerability of digital platform workers is not merely an unintended consequence of technological development. Rather; this condition is an inherent characteristic of the platform business model, which allows companies to minimize labor costs while retaining full control over operational processes.

The perspective on social justice can also be explained through the theory proposed by John Rawls; specifically the difference principle (Fattah, 2013). According to Rawls; social and economic inequalities are justifiable only if they provide the greatest possible benefit to the least advantaged groups in society. In the context of the relationship between Maxim and its drivers; the inequality that arises is evident in the company's control over algorithms; operational data; and fare setting; while drivers are in a weaker economic position and have limited bargaining power. Therefore; such inequality can only be justified if accompanied by mechanisms for sharing benefits and providing tangible protections for drivers.

On this basis; the principle of social justice provides a philosophical foundation for the state to intervene through policies and regulations capable of correcting the imbalance in the relationship between digital platform companies and their workers. Such intervention aligns with the mandate of the Indonesian Constitution; which positions the protection of workers as part of the effort to realize social justice for all Indonesian citizens.

2.4. Pseudo-Partnerships and the Legal Framework of Law No. 6 of 2023

In Indonesian civil law; "partner" refers to parties of equal standing; each free to determine the manner; timing; and method of their contribution without any element of subordination between them. However; in the practice of the gig economy; this terminology is used with an entirely different motive. Wibowo (2023) explains that digital platform companies tend to classify their workers as partners as part of a business strategy to avoid the obligations stipulated in labor law. Through this classification; companies are not burdened with obligations such as paying the minimum wage; enrolling workers in social security programs; or fulfilling other statutory rights typically inherent in an employment relationship.

This view is reinforced by Hernawan et al. (2024); who refer to this relationship pattern as a "pseudo-partnership." The term is used because the relationship established does not meet the fundamental elements of a genuine partnership. In practice; there is no equality of status between the company and the drivers; risk-sharing is not proportional; drivers lack genuine autonomy in determining how to perform their work; and the mechanisms for terminating the employment relationship are not balanced for both parties. These "partner" conditions indicate that the use of the term "partner" reflects the formal legal structure of the relationship rather than the reality of the employment relationship as it exists in practice.

In this context; the "partnership" between Maxim and its drivers is more accurately understood as a legal euphemism deliberately chosen to avoid the consequences of what is; in substance; an employment relationship. Law No. 6 of 2023 on Job Creation does indeed introduce a number of changes to Law No. 13 of 2003 and incorporates several concepts relevant to the digital economy era. However; this Law still does not explicitly regulate the relationship between platform companies and their partners; and the classic dichotomy between employment relationships governed by the Labor Law and partnership relationships governed by general civil law remains in place (Syahbana, 2025). As a result; Maxim drivers; who are formally classified as partners; cannot access the protections provided by the Labor Law—including no minimum wage; no protection against unilateral termination; no right to organize; and no access to the Industrial Relations Court (PHI).

As a result of this legal framework; Maxim drivers who are formally classified as partners do not have access to the protections guaranteed under the Labor Law; such as the right to a minimum wage; protection against unilateral termination of employment; the right to form unions; or access to dispute resolution through PHI.

2.5. Islamic Legal Perspective: *Ijarah al-A'mal* and Worker Protection in Muamalah Contracts

Within the framework of muamalah fiqh; the employment relationship between drivers and digital platform companies can be analyzed through the concept of ijarah al-a'mal—a contract for the rental of services or labor—which is one of the transactional instruments recognized in Islamic law (Nadhira & Juliana, 2025). By definition; ijarah is a contract for the transfer of the right to use a good or service through the payment of wages or rent without the transfer of ownership. Specifically in the form of ijarah al-a'mal; the subject matter of the contract is a person's labor or expertise; thus; this contract bears substantive similarities to an employment contract under modern positive law. The validity of an ijarah al-a'mal contract requires the cumulative fulfillment of four essential elements: the two contracting parties (aqidain); the subject matter of the lease in the form of services (ma'qud 'alayh); the agreed-upon wage (ujrah); and the exchange of consent (shighat). The absence of any one of these requirements renders the contract invalid (fasid) in the view of the majority of fiqh scholars (Ashila et al., 2026). The normative basis for a worker's right to receive fair compensation is enshrined in the words of Allah SWT in Surah An-Nahl [16]: 97:

مَنْ عَمِلَ صَالِحًا مِّنْ ذَكَرٍ اَوْ اُنْثٰى وَهُوَ مُؤْمِنٌ فَلَنُحْيِيَنَّهٗ حَيٰوةً طَيِّبَةًۚ وَلَنَجْزِيَنَّهُمْ اَجْرَهُمْ بِاَحْسَنِ مَا كَانُوْا يَعْمَلُوْنَ

Meaning: "Whoever does good deeds—whether male or female—while being a believer; We will surely grant them a good life; and We will reward them with a reward better than what they used to do." (Quran 16:97).

The word ajr (أجر) in this verse has a dual meaning: both reward and wages/compensation. This verse affirms that every worker who is diligent in performing their duties is entitled to ajr that is not unilaterally reduced. Employers—including digital platform companies such as Maxim—are normatively obligated to provide fair; equitable; and transparent compensation. The practice of algorithmically deducting commissions without adequate notice directly contradicts the principle of ajr in this verse.

Several studies indicate that the majority of work transactions on digital platforms take place without clear contracts; while 58% of workers face uncertainty regarding wage payments. These findings reflect a violation of the prohibition against gharar (excessive uncertainty); which is one of the conditions for the validity of an ijarah contract. In the context of Maxim; unilateral rate setting by algorithms; frequent changes to commission rates; and the absence of a guaranteed minimum wage that is measurable on a cumulative basis contain elements of gharar that undermine the validity of the contract from an Islamic legal perspective (Agus Putra, 2024). The employer's obligation regarding the accuracy and clarity of wages is reinforced by the saying of the Prophet Muhammad (peace be upon him); narrated by Ibn Majah from Abdullah bin Umar (may Allah be pleased with him):

أَعْطُوا الأَجِيرَ أَجْرَهُ قَبْلَ أَنْ يَجِفَّ عَرَقُهُ

Meaning: "Pay the worker his wages before his sweat dries." (Narrated by Ibn Majah; no. 2443; authentic).

Al-Munawi in *Faidhul Qadir* (1/718) emphasizes that delaying wage payment for those capable of paying is haram; and the worker's rights must be fulfilled immediately upon completion of the work. The relevance of this hadith to the situation of Maxim drivers is very clear: income uncertainty due to fluctuations in the order-distribution algorithm and the absence of a guaranteed minimum commission constitute a violation of the principles of this hadith. When the platform can change the value of the ujrah at any time without a new agreement from the driver; the principles of tara'dhi (mutual consent) and a'dalah (justice)—which form the foundation of muamalah contracts—are also violated (Ashila et al., 2026).

From an academic perspective; studies on ijarah practices in online transportation services have found that the operational mechanisms of digital platforms—which are structurally similar to Maxim —incorporate the basic principles of ijarah al-a'mal but deviate from its requirements regarding equality of status and transparency. When a platform can algorithmically suspend or terminate a driver's access without a transparent appeal mechanism and without adequate compensation; such actions have the potential to violate the fiqh principle of *la dharara wa la dhirara*—no harm shall be inflicted; nor shall harm be repaid with harm (Agus Putra, 2024). The relevance of these Islamic legal perspectives becomes increasingly significant in the context of Banda Aceh; which is the only province in Indonesia that formally implements Islamic Sharia based on Law No. 11 of 2006 on the Government of Aceh. Quran 16:97 and the hadith of Ibn Majah regarding workers' wages are not merely moral guidelines but legally binding normative standards in Aceh's governance. The integration of this perspective reinforces the argument that the "partnership" framework implemented by Maxim is not only problematic from the standpoint of positive labor law but also explicitly contradicts the principles of muamalah fiqh; which demand clarity regarding wages (ujrah); equality in contracts; and justice in every employment relationship (Nadhira & Juliana, 2025).

The relevance of this Islamic legal perspective in the context of the Maxim study in Banda Aceh becomes even more significant given that Aceh is the only province in Indonesia that formally implements Islamic Sharia based on Law No. 11 of 2006 on the Government of Aceh. The normative framework of Islamic law is not merely a voluntary ethical-moral dimension but carries concrete legal weight within Aceh's legal system. Thus; an analysis of Maxim's legal liability toward its drivers cannot be separated from the perspective of ijarah al-a'mal as a normative standard that must be met so that the employment relationship between the platform and the drivers fulfills the requirements for a valid contract while not contradicting the principles of worker protection in Islam. The integration of this perspective reinforces the argument that the partnership model implemented by Maxim is problematic not only from the standpoint of positive labor law but also from the perspective of fiqh al-muamalah; which substantively demands clarity; equality; and justice in every employment contract (Nadhira & Juliana, 2025). The Islamic legal perspective in this study is positioned as a supporting normative framework that enriches the main analysis based on national labor law; rather than as a standalone argument.

3. METHOD

This study employs a normative-empirical legal method (socio-legal research); an approach that does not stop at the analysis of legal norms alone but extends its scope to the empirical dimension to verify how these norms function—or fail to function—in reality (Muhaimin, 2020). The choice of this method is based on the consideration that the issue under examination is not merely a matter of what the law stipulates; but also whether those regulations reflect and respond to the actual conditions experienced by Maxim drivers in the field.

This study employs two approaches used in an integrated and complementary manner to achieve a comprehensive analysis. The statutory approach is employed by examining various legal instruments related to the research subject; including Law No. 13 of 2003 on Manpower; Law No. 6 of 2023 on Job Creation; Law No. 24 of 2011 on the Social Security Administration Agency; Government Regulation No. 36 of 2021 on Wages; as well as the partnership agreement documents implemented by Maxim. Meanwhile; a conceptual approach was utilized to examine the theoretical concepts that form the basis of the analysis; namely the employment relationship; algorithmic subordination; and labor protection in the context of digital platform-based work (Qamar & Rezah, 2020).

(structured interviews) were conducted with five active Maxim drivers operating in Banda Aceh throughout 2025. Informants were selected using purposive sampling; taking into account two main variations: service type—three informants in bike delivery (AR; RA; FS) and two in food delivery (MF; IH)—and duration of employment; ranging from 1 to 3 years. This approach was taken to ensure that the data obtained reflects a diversity of experiences; rather than just a single perspective. The interview guide consisted of 17 structured questions covering three major themes: employment status; algorithmic control mechanisms; and labor protection aspects. The identities of all informants were kept confidential and referred to only by initials throughout the study (See Table 1).

Table 1. Characteristics of Research Informants

Code	Length of Employment	Type of Service	History of Accidents	BPJS TK	BHR/THR
I-01	>2 years	Food & Bike	Yes	No	No
I-02	1–2 years	Food	No	No	No
I-03	>2 years	Bike	Yes	No	No
I-04	8 months	Food & Bike	No	No	Yes (BHR; 1x)
I-05	1–2 years	Food	No	No	No

Source: Primary data from interviews (2025)

The legal materials in this study are divided into two categories. Primary legal materials consist of laws and regulations related to the research subject as well as partnership agreement documents implemented by Maxim. Secondary legal materials include national and international scientific journals ; books discussing labor law; and various reports published by international institutions.

Data analysis was conducted qualitatively using deductive reasoning; which involves deriving general norms from labor law and then applying them to specific issues arising in the relationship between Maxim and its drivers in Banda Aceh. The analysis process included the following stages: (1) coding interview results based on three elements of the employment relationship—work; wages; and instructions; (2) mapping empirical findings against applicable normative provisions; and (3) drawing interpretive conclusions based on the "substance over form" approach. This approach was used to assess the alignment between applicable legal provisions and the employment practices observed in the field.

To ensure the validity and reliability of the research results; a triangulation technique was applied using three data sources: normative data derived from laws and regulations; empirical data obtained through interviews with informants; and academic data sourced from relevant literature. These three types of data were analyzed in an integrated manner; rather than separately; so that both the similarities and differences among each source—which are significant from a legal perspective—could be identified. This study is exploratory-juridical in nature; therefore; the findings are not intended to be broadly generalized but rather serve as an academic argument that opens the door to further research. A total of five informants were selected using purposive sampling to achieve depth of understanding; rather than statistical sufficiency. In the tradition of qualitative socio-legal research; data sufficiency is determined by the achievement of information saturation—that is; the condition in which adding new informants no longer yields findings that are substantively different from those already obtained. This study also did not have access to Maxim's internal algorithm documents; therefore; the analysis of algorithmic subordination is primarily based on the informants' empirical accounts; which were confirmed through academic literature. To strengthen validity; this study also conducted document triangulation through a review of regulations; comparative court decisions (Uber BV v. Aslam [2021] UKSC 5); and relevant international academic literature. Although direct perspectives from Maxim's management and relevant agencies such as the Social Security Agency for Employment (BPJS Ketenagakerjaan) and the Department of Transportation could not be obtained in this study; this gap was addressed through a comprehensive normative analysis and comparison with findings from similar studies in an international context. Institutional perspectives from Maxim's management; BPJS Ketenagakerjaan officials; the Department of Transportation; and labor legal aid organizations were not obtained in this study. The absence of these institutional perspectives is a limitation that must be acknowledged; given that reviewers emphasize the importance of triangulation with institutional actors and documentary evidence. Further research incorporating institutional triangulation is highly recommended to strengthen the validity and comprehensiveness of these findings.

4. RESULTS AND DISCUSSION

4.1. Characteristics of the Employment Relationship Between Maxim and Drivers

The analysis of the employment relationship between Maxim and drivers is based on the provisions of Article 1; point 15 of Law No. 13 of 2003 in conjunction with Law No. 6 of 2023; which stipulates that an employment relationship is established when three elements are cumulatively met: the existence of work (arbeid); wages (loon); and a relationship of authority (gezagsverhouding). Although all informants stated that they had signed a partnership agreement and were formally designated as "partners;" a substantive examination of the interview data revealed a different reality. The research findings show that these three elements of an employment relationship are; in fact; present in the legal relationship between Maxim and the drivers.

The element of work is not difficult to prove. All 5 informants (100%) actively and routinely carried out bike and/or food delivery activities through the Maxim app. RA; who has been with the platform for three years; stated that "almost all work depends on the app system;" while FS emphasized that "access to orders is determined by the system." These routine and ongoing activities are not incidental; they constitute the core of the commercial services Maxim offers to the public.

The wage element is also met; albeit under different terminology. All 5 informants receive earnings per order with a Maxim deduction of approximately 10% from each transaction; as directly confirmed by AR and FS. The partnership agreement refers to this as "profit sharing;" but the systematic deduction that Maxim takes from each transaction reflects an economic relationship that is substantively identical to wage payment. The change in terminology does not alter the nature of the relationship.

The element of direction in the relationship between Maxim and the drivers is not realized through mechanisms as they are understood in conventional employment relationships; but it is nonetheless present in a form that carries the same binding force. All informants stated that they are required to comply with service standards unilaterally set by Maxim. These provisions are binding; and any violation of them results in specific consequences; thereby substantially sharing the same character as the element of command in a conventional employment relationship.

The factual fulfillment of the elements of work; wages; and directives indicates that the relationship between Maxim and the drivers possesses characteristics that substantively resemble an employment relationship; although a definitive determination of legal status requires a comprehensive judicial assessment. Therefore; the "partner" status listed in the agreement lacks the legal force to override the substantive facts indicating the existence of an employment relationship. This situation constitutes an application of the "substance over form" principle (Syahbana, 2025).

This view aligns with the findings of Hernawan et al. (2024); who concluded that various digital platforms in Indonesia; in practice; form relationships that possess the characteristics of an employment relationship; rather than a partnership as defined under civil law. This situation also reflects the characteristics of "dependent self-employment"—a condition where drivers have a high degree of economic dependence on a single platform but do not receive recognition as employees along with the legal protections that should accompany that status. On this basis; the provisions of Law No. 6 of 2023 should be enforced and binding on Maxim in its legal relationship with the drivers.

4.2. Algorithmic Subordination in Maxim's Work System

Maxim has never issued conventional work orders to drivers. No supervisor calls; and there are no written instructions that must be signed. However; Maxim's official Work Rules (2018) demonstrate that control is exercised systematically through 24 written clauses covering appearance standards; order procedures; behavioral prohibitions; and disciplinary consequences in the form of negative impacts on ratings—all unilaterally established by the platform. However; based on interview data; four algorithm-based control mechanisms are evident that operate simultaneously and reinforce one another; forming an ecosystem of subordination that is; in many ways; more comprehensive than mere direct orders. (See Figure 1).

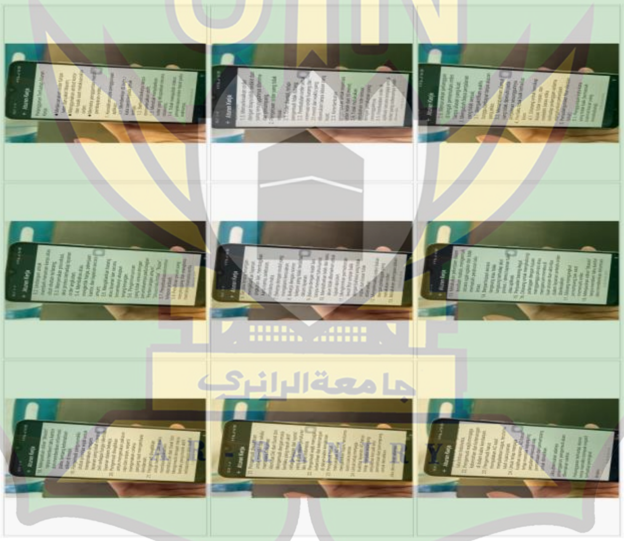

Figure 1. Screenshot of Maxim's Work Rules in the Driver App

Source: Informant Documentation; June 20; 2018

This study successfully obtained documentary evidence in the form of screenshots of Maxim's official Work Rules as displayed in the driver app; provided by one of the informants on June 20; 2018. The document contains 24 written rules unilaterally established by Maxim; which directly confirm the existence of the algorithmic control mechanism reported by the informant. Some critical provisions in these Work Rules include: (1) a prohibition on rejecting automatically assigned orders (point 1.3); (2) the obligation to complete a shift without stopping (point 1.2); (3) a prohibition on changing the fare (point 3); (4) the obligation for " s" to wear Maxim uniforms and insignia (points 19–20); (5) the obligation to keep the air conditioning on throughout the trip (points 23–24); and (6) a provision stating that violations of the rules will negatively impact a driver's rating and may result in sanctions. This documentary evidence directly confirms that; based on the statements of all informants; the clauses of the Maxim partnership agreement consistently place drivers in the position of being required to comply with all terms unilaterally set by the platform. This is confirmed by Maxim's official Work Rules contained in the driver app; which include 24 clauses covering appearance standards; order fulfillment procedures; prohibitions on rejecting automatic orders; and the consequences of sanctions—all of which are established without negotiation with drivers. Such a pattern of clauses has been identified in academic literature as one of the indicators of structural inequality that distinguishes true partnerships from disguised employment relationships (Aloisi, 2016; Hernawan et al., 2024). Although this study did not have access to Maxim's official contract documents; the consistency of the five informants' accounts provides a sufficient basis for a normative comparative analysis. (see Figure I).

The first mechanism is algorithm-based order distribution. All 5 informants (100%) stated that orders are determined by the system; not by the driver's choice. IH explained: "Not all orders go to all drivers. The system determines who receives them." FS added that "orders are distributed by the app based on the driver's location and account status." This creates a very real economic subordination: drivers lose control over their primary source of income and are entirely dependent on algorithmic decisions they cannot influence.

Another control mechanism is evident in the consequences that arise when a driver rejects an order. All informants acknowledged that they try to avoid rejecting orders out of concern that it will negatively impact their performance or account status. This situation indicates that although algorithmic sanctions are not explicitly stated in the agreement; their existence is nonetheless real and carries economic consequences that compel drivers to comply with the system implemented by Maxim. Another control mechanism is manifested through the rating system provided by customers. The key characteristic of this mechanism lies in the delegation of oversight functions to customers; while all consequences of the rating results remain under Maxim's control. Thus; the rating system serves as an effective form of indirect oversight in regulating drivers' behavior and performance.

Furthermore; the implementation of unilateral suspension mechanisms further highlights Maxim's dominant position in its legal relationship with drivers. In the absence of fair procedures or adequate mechanisms for self-defense; such suspension actions essentially carry consequences comparable to termination of employment in a formal employment relationship. This indicates that Maxim holds significant authority in determining the continuation of the "partnership" relationship; while drivers are not given an equal opportunity to defend their rights.

When these four mechanisms are assessed as a whole; a strong functional subordination is evident within Maxim's work system. This finding aligns with the concept of algorithmic subordination proposed by Aloisi (2016); namely a form of control exercised through digital systems without requiring direct instructions; as is typical in conventional employment relationships. Interestingly; although all informants stated that Maxim does not set targets or mandatory working hours; they still acknowledged that refusing orders can have a negative impact on their accounts. This fact indicates that algorithmic control operates implicitly but effectively in shaping drivers' behavior. In other words; the freedom formally granted to drivers is; in practice; limited by the consequences generated by the algorithmic system (See Table 2).

Table 2. Matrix of Legal Issues; Empirical Evidence; and Implications for Accountability

Legal Issues	Empirical Evidence from Informants	Normative Provisions	Liability Implications
Job Characteristics	All 5 informants (100%) regularly and continuously perform food/bike delivery through the Maxim app	Article 1; point 15 of Law No. 13 of 2003: work as the first element of an employment relationship	**The element of work is potentially fulfilled in fact**
Wage Element	All informants receive compensation per order; Maxim deducts 10% from each transaction	Article 1; point 30 of Law No. 13 of 2003: wages as the worker's right for work performed	**The label "profit-sharing" does not alter the economic substance; which resembles wages**

Command Element (Algorithmic Subordination)	Order distribution; the rating system; the consequences of refusal; and unilateral suspension were acknowledged by all informants	ILO Recommendation No. 198: control can be algorithmic; not just direct instructions	**Functional subordination can potentially be achieved through algorithmic mechanisms**
BPJS Ketenagakerjaan	5 out of 5 informants were not enrolled in BPJS by Maxim; all costs were borne by the workers themselves	Article 14 of Law No. 24 of 2011 on BPJS: the employer's obligation to register workers	**A gap in normative protection that requires regulatory attention**
Workers' Compensation	2 out of 5 informants have been in an accident; all costs were borne by the workers themselves without assistance from Maxim	Government Regulation No. 44 of 2015 on Work Accident Insurance (JKK): the obligation to provide protection against work accident risks	**Potential violation of the protection obligation if the employment relationship is recognized**
Holiday Allowance	**4 out of 5 informants have never received a holiday allowance; 1 informant received a discretionary holiday allowance**	**Government Regulation No. 36 of 2021 on Wages: THR must be paid to eligible workers**	**Discretionary holiday allowances are not equivalent to the statutory holiday allowance; there is a gap in the fulfillment of rights**

These findings are consistent with the research by Rosenblat and Stark (2016); which explains that drivers do not have access to the logic of the algorithms used in order distribution; account performance evaluations; or the rating system. Consequently; the power- e relationship between the platform and drivers remains unbalanced even in the absence of direct instructions. This view is reinforced by Wood et al. (2019); who concluded that algorithm-based control is closely linked to workers' weak bargaining power in negotiating their working conditions. This situation is also reflected in the attitudes of all informants; who ultimately accepted the system's various unilateral decisions without having adequate space to raise objections

4.3. Maxim's Responsibility for Labor Protection Under Law No. 6 of 2023

If the relationship between Maxim and its drivers is substantively an employment relationship with a high degree of subordination; then all protection obligations established by Law No. 6 of 2023 should apply and be binding on Maxim. An assessment of compliance with these obligations; based on interview data from five drivers in Banda Aceh; yielded findings that were far from encouraging.

Regarding BPJS Ketenagakerjaan; all 5 informants (100%) consistently stated that Maxim neither registered them nor covered their BPJS premiums. Under Article 14 of Law No. 24 of 2011 on BPJS; every employer is required to register themselves and their employees as BPJS participants in phases. Documentary evidence from the Maxim driver app (December 30; 2025) shows that Maxim offers a BPJS Ketenagakerjaan program with a premium of Rp8;400; which is deducted directly from the driver's balance rather than covered by Maxim. This program is optional and must be activated by the driver. A compensation program through the Indonesian Safe and Prosperous Drivers Foundation (YPSSI, 2023) was also identified; with a monthly contribution of Rp1;000 borne by the driver. Both programs confirm that the entire burden of social protection contributions is borne by the drivers themselves; not by Maxim; which contradicts the principle of employer responsibility under Law No. 24 of 2011. AR stated: "No; I registered on my own." MF confirmed: "There's no BPJS from Maxim." RA; IH; and FS gave similar responses. The explanations provided by the informants were consistent: "If we want to join BPJS Ketenagakerjaan; we have to register on our own because our status is as partners; not company employees;" and "BPJS premiums are paid by the drivers themselves; there are no special deductions made by Maxim." These findings show that social security protection for Maxim drivers relies entirely on the initiative and financial capacity of each individual through a self-enrollment mechanism; rather than being an obligation borne by the platform as it should be under Article 15 of Law No. 24 of 2011 in conjunction with Law No. 6 of 2023. (See Figure 2)

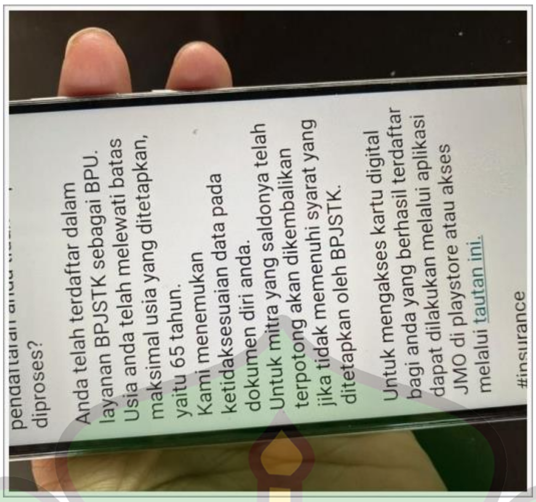

Figure 2. Notification of the Maxim BPJS Ketenagakerjaan Program in the Driver App

Source: Informant Documentation; December 30; 2025

Regarding work-related accident coverage; two out of five informants had experienced accidents while on duty without receiving any assistance from Maxim. MF stated: "I once fell while delivering an order; but there was no immediate assistance from Maxim." IH revealed: "I once had a minor accident; and I had to cover my own medical expenses." All costs—from medical treatment to losses resulting from being unable to work—are fully borne by the drivers themselves; without a single rupiah in compensation from the company.

Regarding the Festival Allowance (THR) as regulated by Government Regulation No. 36 of 2021; the picture that emerges is no less concerning. All 5 informants (100%) have never received the statutory Festival Allowance from Maxim during their entire tenure with the company. AR; who has been with the company for 2 years; stated: "I have never received a THR from Maxim." RA; who has been with the company for 3 years; confirmed: "I have never received a THR or any other allowances." Maxim does provide a Holiday Bonus (BHR) ahead of Eid al-Fitr; but this bonus is discretionary; not legally equivalent to the THR; and its distribution is highly inconsistent. Of the five informants; only AR received it. AR explained: "I received the BHR from Maxim ahead of Eid al-Fitr. The bonus was credited to my Maxim app account balance;" with amounts ranging from Rp150;000 to Rp200;000 that could be withdrawn to a bank account or used as order credit. Meanwhile; MF; RA; IH; and FS stated that they did not receive any bonuses even though they remained active in fulfilling orders; and they were unaware of the exact reason. The discretionary nature and inconsistency in the distribution of the BHR reinforce one conclusion: Maxim intentionally circumvents its statutory obligation to pay THR by replacing it with a bonus that is entirely under the platform's unilateral control—another form of control consistent with the pattern of algorithmic subordination described earlier.

Regarding dispute resolution mechanisms; all informants acknowledged the existence of a complaint feature in the app; though the responses are often inadequate. FS stated: "There is a complaint mechanism; but sometimes the response takes time." A more fundamental issue lies in the lack of access for drivers to seek dispute resolution through the PHI. The "partner" status formally assigned to drivers prevents them from being classified as parties in industrial relations disputes. Consequently; even though the relationship in question substantively exhibits the characteristics of an employment relationship; drivers remain unable to utilize the legal protections available within the industrial relations dispute resolution system. Most telling are the informants' own acknowledgments. All five drivers consistently stated that Maxim has not yet taken full responsibility: AR stated "not yet fully;" MF "still needs improvement;" RA "not yet optimal;" IH "not yet fully responsible;" and FS "still needs improvement."

This situation indicates a significant gap with the principles of labor protection that form the philosophical foundation of Law No. 6 of 2023; as well as the principle of social justice mandated by the Preamble to the 1945 Constitution. Stevania and Hoesin (2024) assert that the absence of social security and occupational safety protections for workers who are de facto in an employment relationship constitutes a serious violation of Indonesia's constitutional values within the framework of the welfare state it espouses (Stevania & Hoesin, 2024). Viewed through John Rawls's difference principle (Fattah, 2013); the requirement for drivers to independently manage and fund their own BPJS enrollment; the absence of workers' compensation coverage; and the replacement of the normative THR with a BHR—which was received by only one out of five informants on a discretionary basis—all run counter to what is required. The structural inequality between Maxim and the drivers is not accompanied by any mechanism that provides reciprocal benefits to the most disadvantaged party; so this relationship fails to meet the minimum requirements of distributive justice. Comparative experiences from the United Kingdom; Spain; and the European Union show that regulatory reforms to accommodate platform workers are no longer merely technically and legally feasible—they have become an increasingly urgent necessity (Fadhlulloh et al., 2023).

5. CONCLUSION

This study examines the characteristics of the relationship between the digital platform company Maxim and its food and bike delivery drivers in Banda Aceh from a labor law perspective based on Law No. 6 of 2023 on Job Creation. Using a normative- -empirical legal methodology of an exploratory nature and a "substance over form" approach; this study yields three main interpretive findings of an academic nature. As acknowledged in the limitations section; these findings are not intended as definitive statements of positive law or broad empirical generalizations; but rather as an argumentative contribution that opens the door to further study and regulation.

First; the research findings indicate that the label "partner;" which is formally applied to Maxim drivers; does not fully reflect the substance of the relationship that actually exists in practice. Based on an assessment of the three elements of an employment relationship—work; wages; and direction—as stipulated in Article 1; point 15 of Law No. 13 of 2003; there is an argument supporting the possibility that the relationship between Maxim and its drivers possesses characteristics that substantively resemble an employment relationship. Nevertheless; a definitive determination of the drivers' legal status requires a comprehensive judicial assessment.

Second; an analysis of the informants' empirical experiences indicates a consistent pattern of algorithmic control through four mechanisms reported by drivers: order distribution; the rating system; consequences of order refusal; and unilateral account suspension. These mechanisms; as confirmed by relevant academic literature; can be argued to constitute a form of functional subordination that manifests in a format distinct from conventional employment relationships. It should be noted that the identification of these mechanisms is based on informants' accounts and has not yet been verified through the platform's internal documentation; therefore; the strength of this argument must be understood within the context of these limitations.

Third; based on statements from all informants; field findings indicate a gap between the protection conditions experienced by Maxim drivers and the normative standards applicable under Indonesia's labor law system. The lack of enrollment in the BPJS Ketenagakerjaan (Social Security for Workers); the failure to provide workers' compensation for drivers involved in accidents while on duty; and the fact that none of the informants received the THR can be interpreted as indications of gaps in protection that require regulatory attention. Given that these findings are derived entirely from the drivers' perspective and have not been confirmed from an institutional standpoint; this study does not intend to conclude that Maxim has; under positive law; violated its obligations as an employer.

Based on the three interpretive findings above; this study presents four academic recommendations. First; the government should consider establishing specific regulations that define the legal status of digital platform workers as a distinct category outside the current dichotomy of permanent employees and independent contractors. Second; labor oversight mechanisms that are adaptable to algorithm-based employment models need to be developed. Third; the gradual and proportional expansion of social security coverage for platform workers should be considered; regardless of their formal legal status. Fourth; further research is needed with a broader sample size; access to internal platform documentation such as partnership agreement clauses and algorithmic mechanisms; as well as triangulation of perspectives from Maxim management; BPJS Ketenagakerjaan officials; the Department of Transportation; and local labor authorities; in order to produce more comprehensive and generalizable findings.

Ethical Approval

Formal ethical approval information is not provided in the manuscript. Because this study involved structured interviews with five adult Maxim drivers, the authors should insert the name of the approving or waiving institution and the approval or waiver number before publication.

Informed Consent Statement

The manuscript states that participant identities were kept confidential but does not explicitly confirm informed consent. The authors should confirm that informed consent was obtained from all participants before the interviews.

Authors' Contributions

All authors contributed to the conceptualization and design of the study, methodology, data collection, formal analysis, drafting of the original manuscript, and review and editing of the final manuscript. All authors have read and approved the final version of the manuscript.

Disclosure Statement

No potential conflict of interest was reported by the authors.

Data Availability Statement

The data supporting the findings of this study are presented within the article. Raw interview data are not publicly available to protect participant confidentiality.

Funding

This research received no external funding.

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