



# The Influence of Information Technology Development on Implementation of Employment Relations

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**ABSTRACT.** The current rapid advancement of information technology has exerted a significant impact on several aspects of society, particularly in the realm of employment, specifically pertaining to the execution of labor relations. Law Number 13 of 2003, along with its subsequent amendments, serves as the regulatory framework for employment relations. These relations encompass the interactions between employers and workers, or more specifically, the hierarchical dynamics between entrepreneurs and their employees. However, with the advancement of technology, information, and communication, there has been a notable expansion in the scope of employment relations. This expansion has led to the emergence of partnership relation The transportation services provided by GoJek, namely GoCar and GrabCar, as well as the ride-hailing service offered by Grab, known as GrabBike, are popular options for commuters in several urban. The problem in this study is how the influence of the development of information technology on the implementation of labor relations? And what is the legal impact that occurs on the implementation of labor relations due to the influence of information technology developments? The research methodology employed in this study is normative juridical research, utilising a statutory approach and drawing upon primary, secondary, and tertiary legal sources. The objective of this study is to examine the impact of information technology advancements on the implementation of employment relations, as well as the resulting legal implications arising from such implementation.

**Keywords:** Employment Relations, Influence, Information Technology

## 1 Introduction

Article 27 paragraph (2) of the 1945 Constitution of the Republic of Indonesia affirms that "Every citizen has the right to work and a decent living for humanity". Then Article 28D paragraph (2) affirms that "Everyone has the right to work and to receive fair and decent remuneration and treatment in employment relations". To fulfil the requirements set forth in the Constitution, the enactment of Law Number 13 of 2003 on Manpower (hereinafter referred to as UUK) was implemented. This legislation has undergone multiple amendments, with the most recent amendment being introduced through Law Number 6 of 2023, which pertains to the formalisation of Government Regulations in lieu of Law Number 2 of 2022 on Job Creation. Article 5 of Law

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Number 13 of 2003 concerning Manpower (hereinafter abbreviated as Law 6/2023) affirms that "every worker has the same opportunity without discrimination to obtain employment" and article 6 specifies that "every worker/laborer has the right to receive equal treatment without discrimination from employers".

To fulfil the objectives outlined in the 1945 Constitution of the Republic of Indonesia, the government undertakes the task of manpower development through the creation and provision of employment opportunities to accommodate the labour force. According to data provided by the Central Statistics Agency, the labor force in 2022 amounted to 143.72 individuals, with a labor force participation rate (TPAK) of 68.63% relative to the total working-age population. According to the data obtained in February 2023, it can be observed that the quantity of unemployed individuals in Indonesia has reached 7.99 million. This figure signifies a decrease of around 410 thousand individuals in comparison to the same period in February 2022. Based on the statement made by the Coordinating Minister for Human Development and Culture (Men-ko PMK), it is imperative for Indonesia to generate around 3.6 million job opportunities annually to accommodate the influx of new labour force (Kemenko PMK). According to Ridwan Mustajab, the number of workers in Indonesia can be categorised into two groups. In August 2022, the number of informal workers was reported to be 80.24 million individuals, constituting approximately 59.31% of the total workforce. On the other hand, the number of official workers was recorded as 55.06 million people, accounting for approximately 40.69% of the workforce (Ridwan Mustajab: dataindonesia).

According to the UUK, the establishment of the employment relationship between employers and workers is facilitated through two distinct types of agreements: the Certain Time Work Agreement (PKWT) and the Indefinite Time Work Agreement (PKWTT). These agreements are defined based on their respective validity durations. According to Soepomo, an employment relationship can be defined as a formal association established between an individual performing labor and an entity engaging their services as an employer. This relationship is often established subsequent to the mutual consent expressed by an employment agreement entered into by both parties involved. The parties involved are legally obligated by a contractual agreement, whereby workers express their willingness to engage in labor in exchange for monetary compensation, while employers undertake the responsibility of hiring workers and providing them with salaries (Abdul Khakim: 2014). According to Abdullah Sulaeman, an employment relationship can be defined as a legally binding association between two or more legal entities with respect to a specific occupation or profession (Abdullah Sulaeman & Andi Wali: 2019), while in Article 1 number 15 of the UUK it is affirmed that "the employment relationship is a relationship between employers and workers / laborers based on a work agreement, which has elements of work, wages, and orders."

According to Soebekti, a work agreement can be defined as a contractual arrangement between employees and employers, encompassing mutually agreed-upon wages and a hierarchical relationship wherein the employer possesses the authority to issue directives to the employees. On the other hand, Lalu Husni characterizes a work agreement as a contractual arrangement wherein the employee commits to providing

labor to the employer in exchange for monetary compensation, while the employer commits to remunerating the employee for their services (Mohammad Fandrian Adhianto, et al: 2021). In Article 1 number 14 jo Article 50 of the UUK it is affirmed that “an employment agreement is an agreement between workers / workers and employers or employers containing the terms of work, rights, and obligations of the parties.” However, the work agreement made must meet the conditions or elements as stipulated in Article 52 of the Law, namely “the agreement of both parties, the ability or ability to perform legal acts, the existence of agreed work, and the agreed work does not conflict with public order, decency, and applicable laws and regulations.”

Within the realm of industrial relations, the employment dynamic between employers and workers is established by contractual arrangements known as Certain Time Work Agreements (PKWT) and Indefinite Time Work Agreements (PKWTT). This refers to the provisions of Article 56 of Law / 6/2023 concerning Employment Cluster Creation which confirms that work agreements are made for a certain time and an indefinite time. The duration and successful completion of a certain task serve as the determining factors for a particular temporal work arrangement, with both elements being established in accordance with the terms of the work agreement. According to Article 57 of Law / 6/2023, a specific time work agreement must be documented in writing and employ both Indonesian and Latin alphabets. It is imperative that the agreement does not include any mention of a probationary work period. In the event that a probationary period is deemed necessary, it would render the agreement null and void. Furthermore, it should be noted that the duration of the probationary period is still subject to calculation, as stipulated in Article 58 of Law / 6/2023 pertaining to the Labour Cluster.

Then article 59 of Law / 6/2023 confirms that "a certain time work agreement can only be made for certain work which according to the type and nature or activity of the work will be completed within a certain time, which is as follows: a. work that is once completed or temporary in nature; b. work that is expected to be completed in the not too distant future; c. seasonal work; d. work related to new products, new activities, or additional products that are still under trial or exploration; or e. work whose type and nature or activity is not fixed." Furthermore, it is important to note that a fixed-term job contract cannot be extended to provide permanent employment. If a specific temporal employment contract is established and fails to satisfy the aforementioned standards, it is legally classified as a fixed-term employment agreement.

Along with the development of technology and information, there have been changes in various areas of people's lives. According to Utama Andri A., Information Technology (IT), sometimes referred to as Information technology (IT) in English, is a broad term including many technologies that aid individuals in the processes of generating, modifying, preserving, transmitting, and/or distributing information. The field of Information Technology (IT) encompasses the integration of sophisticated computing and communication technologies in order to expedite the transmission and processing of data, voice, and video material. Personal computers, telephones, televisions, electronic home appliances, and cutting-edge handheld gadgets like mobile

phones are all included in the broad category of "information technology." The field of information technology encompasses not only computer technology, but also communication technology, both implicitly and overtly. To clarify, the term "information technology" refers to the amalgamation of computer technology and communication technology (Utama Andri A.). In Article 1 number 2 of Law Number 18 of 2002 concerning the National System of Research, Development and Application of Science and Technology, it is affirmed that "technology is a way or method and process or product resulting from the application and utilization of various disciplines that produce value for the fulfillment of needs, sustainability, and improvement of the quality of human life."

While technology has been intertwined with human existence from ancient times, its current progression is characterized by quick and intricate advancements. The swift and advanced progression of information technology has had a profound impact on numerous aspects of individuals' lives, encompassing *epoleksosbudhankam*. Siregar and Susanto, as discussed by Daryanto Setiawan, assert that Alfin Toffler, a renowned Futurologist, posits that the present epoch might be characterized as the information age. According to Alfin Toffler, individuals who possess a comprehensive understanding of information and contemporary mass communication medium are considered the dominant figures in the information era, which commenced in the late 20th century AD. The ability to exert control over the world is contingent upon one's control over information and media (Daryanto Setiawan, 2018). Moreover, Liliwari and Daryanto Setiawan elucidated that communication technology entails the use of scientific concepts in communication to create tangible artefacts that enhance the efficacy and efficiency of the communication process. Communication technology can be conceptualised as the utilisation of scientific principles in communication to develop technical tools that enhance the effectiveness and efficiency of various communication components, including sources, messages, media, targets, and impacts. This is done within the specific context of communication. In the perspective of communication science, communication technology is a macro system which includes telecommunication technology, electronics technology, and IT (Daryanto Setiawan, 2018).

In the field of road transportation, the development of information technology brings very rapid and significant influences and changes. Article 1 point 2 of Law Number 22 of 2009 concerning Road Traffic and Transportation (hereinafter abbreviated as UULLAJ) confirms that "Traffic is the movement of Vehicles and people in Road Traffic Space." While Article 1 point 3 of UULLAJ, confirms that "transportation is the movement of people and / or goods from one place to another using vehicles in the Road Traffic Space." With the rapid development of information technology today has shifted conventional public transportation as regulated in UULLAJ jo. Government Regulation No. 74 of 2014 concerning Road Transport has developed into online public transportation based on information technology. Currently, application-based public transportation has displaced conventional public transportation. although initially the Ministry of Transportation prohibited online application-based transportation as stated in the UM Number Notification Letter. 3012/1/21/Phb/2015 dated November 9, 2015 but then the ban was lifted and then various online applica-

tion-based public transportation emerged. Although the beginning of its development received a ban from the government and rejection from conventional transportation managers and implementers, online application-based public transportation was accepted by the wider community even almost all cities in Indonesia have online application-based public transportation. According to Rizka Noor Hashela, there are certain parties who perceive the utilisation of two-wheeled or four-wheeled vehicles, generally known as online motorcycle taxis and/or online taxis, for public transportation purposes as being in potential violation of Law Number 22 of 2009, which pertains to Traffic and Road Transportation. There are several advantages and disadvantages pertaining to online transportation, which are experienced by both the general public and the government. One notable drawback is that the convenience offered by online transportation often leads individuals to overlook the crucial aspect of consumer protection. The level of accountability exhibited by online transportation providers and their drivers remains inadequate, resulting in adverse consequences for consumers (Rizka Noor Hashela: JDIH Tanah Laut Regency).

Apart from the various pros and cons that occur related to online application-based public transportation, currently there are at least 15 types of online application-based public transportation services that are developing in Indonesia, namely Gojek, Grab, Maxim, inDriver, Anterin, Asia Trans, Okejek, Circle, Nujek (Nusantara Ojek), SheJek, M-Ojek, JogjaKita, Draiv, Kuririo, and Walan (Listiorini: Carisignal.com). While the number of online application-based public transportation drivers in Indonesia according to Igun Wicaksono, Chairman of the National Presidium of GARDA (Gabungan Aksi Roda Dua) Indonesia, there are currently more than 4 million ojol drivers spread throughout Indonesia (kumparanTech).

The rapid development of online application-based public transportation not only has an impact on conventional public transportation which is getting fewer and even disappearing day by day, but also has an impact on labor / employment. Online application-based public transportation affects the working relationship between online application-based public transportation companies and online application-based public transportation drivers. The relationship that occurs between drivers and online application-based public transportation companies is a partnership relationship, because drivers do not get salaries or wages from the online application-based public transportation company, drivers only get payments provided by these passengers, so the size of the driver's income depends on many passengers. Thus, online application-based public transportation drivers are not workers of online application-based public transportation companies as regulated in article 1 point 3 of the UUK, namely workers / laborers are everyone who works by receiving wages or other forms of compensation. So that when referring to the provisions of the article, online application-based public transportation drivers are not the same as workers, because workers get wages or rewards in other forms from employers / employers while drivers do not get wages or rewards in other forms from employers / employers but from passengers who use the online application. Likewise with other elements in employment relations as stipulated in article 1 number 15 of the UUK, namely the element of order, when referring to the UUK the element of the order comes from the employer / employer, while in online application-based public transport drivers the order comes from the passenger

who ordered. Then on the job element, when referring to UUK the job is given by the employer / employer, while in online application-based public transport drivers the job is given by passengers.

Taking into account the fulfillment of these elements, the relationship between online application-based public transportation companies and drivers does not include employment relationships as stipulated in UUK but partnership relationships. Article 1 number 13 of Law Number 20 of 2008 concerning Micro, Small and Medium Enterprises confirms that Partnership is cooperation in business linkages, both direct and indirect, based on the principle of mutual need, trust, strengthening, and benefit involving Micro, Small and Medium Enterprises with Large Enterprises. Then in the provisions of Article 104 paragraph (3) of Government Regulation Number 7 of 2021 concerning the Convenience, Protection and Empowerment of Cooperatives and Micro, Small and Medium Enterprises, it is affirmed that when implementing a partnership, the parties have an equal legal position and Indonesian law applies. According to these rules and regulations, the partnership between the companies that provide public transportation through smartphone apps and their drivers is based on equality before the law and the tenets of mutual dependence, trust, strengthening, and mutual benefit.

This also happens to PT. Gojek Indonesia which provides GoRide and GoCar services, and PT. Grab Indonesia provides GrabBike and GrabCar services. This online application-based public transportation has an influence on the implementation of the working relationship that occurs between online application-based public transportation companies, namely PT. Gojek Indonesia and OT. Grab Indonesia with drivers. Based on the description of the background and these things in this paper, it will be examined about how the influence of technological and information developments on the implementation of labor relations? and what legal impact occurs on the implementation of labor relations due to the influence of technological and information developments. The purpose of this study is to find out how the influence of technological and information developments on the implementation of labor relations and the legal impact that occurs from the implementation of labor relations due to the influence of technological and information developments.

## 2 Methods

The research used in this paper uses normative legal research methods where researchers will examine based on primary legal sources including various laws and regulations that will be used to review this research including Law Number 13 of 2003 concerning Manpower, Law Number 6 of 2023 concerning the Stipulation of Government Regulations in Lieu of Law Number 2 of 2022 concerning Job Creation into Law, Law Number 22 of 2009 concerning Road Traffic and Transportation, Law Number 20 of 2008 concerning Micro, Small and Medium Enterprises and several government regulations as the implementation of the law. Furthermore, the author incorporates secondary legal sources, encompassing books, articles, journals, research findings, and papers that pertain to the issues under examination in this study. The author also consults tertiary legal publications, such as dictionaries and encyclopaedi-

as, that provide context for and clarification of primary and secondary legal resources. Examining how changes in IT have affected the practise of labour relations is the primary goal of this research. For this research, the author plans to consult primary, secondary, and tertiary legal sources. The author of this study aspires to answer questions about the impact of technological and informational developments on the implementation of labour relations and the legal consequences that flow from that implementation (Gabungan Aksi Roda Dua). Until now, there are 11 online services provided by Grab Indonesia, including Grab Bike and Grab Car (Grab.com)

### **3 Result and Discussion**

#### **3.1 Result**

PT. Gojek Indonesia or PT. The Karya Anak Bangsa application was officially launched to the public on October 13, 2010. At the beginning of its appearance, people could not directly order Gojek services using applications like the ones that exist today. To order online ojek services, people will be directed to the 24-hour Call Center service. 4 years later, in 2014, assisted by the skyrocketing Uber transportation company in Indonesia, Nadiem Makarim as the owner and founder of Gojek Indonesia received a considerable investment offer. From this investment, the Gojek Indonesia company has become more developed. Until its peak in 2015 precisely in January, Gojek Indonesia finally came in the form of software or applications that can be installed on all types of gadgets owned by the community, until now the features and services of the Gojek Indonesia application for the public amounted to 19 features and services including Go Ride and Go Car (Online Business Media: Markey). At the beginning of the establishment of PT. Gojek Indonesia still has around 20 online ojek drivers and very simple ordering through the Call Center system. (Online Business Media:Markey). Currently, after approximately 12 years of the establishment of Gojek Indonesia, until July 2022, Gojek driver partners, who are now more famous as Ojol or Gocar drivers, have touched 2.6 million partners (Okti Nur Alinia:Dream). As of March 2022, Gojek Indonesia is present in 167 cities and regencies in Indonesia (seed:Mutual Fund Investment Article). The vision and mission of PT. Gojek Indonesia aim to enhance the transportation infrastructure in Indonesia and offer convenience to the community in their professional and daily endeavors, including document delivery, everyday shopping through courier services, and the betterment of ojek drivers' welfare in Surabaya and other prominent cities in Indonesia. The mission further entails establishing PT. Gojek Indonesia as a benchmark for the implementation of compliance and good governance in the two-wheeled transportation sector, leveraging technological advancements. 2) Deliver exceptional service and offer value-added solutions to customers. 3) Expanding the scope of work options for the population of Indonesia. One of the goals is to enhance understanding and responsibility towards the environment and society (Course Hero).

While PT. Grab Indonesia was established in Indonesia in May 2014 and went on to become one of the most popular businesses in Indonesia. Due to high demand, Grab finally started to open massive driver recruitment in early August 2015. Until

now, Grab partners are also evenly distributed to all regions in Indonesia (Grab.com). Of the more than 4 million ojol drivers spread throughout Indonesia, Grab is not willing to share the number of drivers in Indonesia (Grab.com). The vision and mission of PT. Grab Indonesia are as follows: The concept of vision refers to the ability of an organism to perceive and interpret visual stimuli from The primary objective of the organization is to establish a leading position in Southeast Asia by addressing prevailing transportation challenges and facilitating convenient mobility for a daily population of 620 million individuals in the region. This objective aligns with its overarching goal, which encompasses the following key elements: 1). Our objective is to establish ourselves as the most secure service provider in the Southeast Asian region. 2) Facilitate the provision of services that are readily available to a wide range of individuals. 3) Enhance the well-being of both drivers and passengers who form partnerships within the context of these services (visimisi95.blogspot.com).

Regarding the relationship between drivers and online application-based transportation companies, both on Gojek Indonesia and on Grab Indonesia based on partnership agreements. On the grab.com page, it is affirmed that Grab drivers who will join as Grab Indonesia partners must sign a statement letter which includes agreeing that the grab driver is not an employee of a Legal Entity, in this case Grab Indonesia, and therefore expressly states that the membership relationship between the driver and Grab Indonesia is not subject to applicable laws and regulations in relation to employment. Likewise, on the gojek.com page, every Gojek Indonesia partner before becoming a partner must read and understand the entire partnership agreement before using the partner application and providing partner services. In the partnership agreement as stated on the gojek.com page, it is affirmed that the partnership agreement between PT. Anak Bangsa package with drivers is an independent contractor relationship in partnership, so the drivers of PT. Paket Anak Bangsa understands and agrees that the agreement between PT. The Anak Bangsa package with drivers is not an employment agreement, nor does it create an employment relationship (including from the perspective of labor law, tax law or social security), between PT. Anak Bangsa package with drivers, also does not make drivers involved with PT. Package Anak Bangsa as workers or other relationships similar to worker relationships, and no joint venture, partnership, or agency relationships occur between PT. Anak Bangsa package with driver.

When paying attention to the provisions on the grab.com and gojek.com pages, the partnership relationship carried out by Gojek Indonesia and Grab Indonesia is a partnership relationship as referred to in article 1 number 13 of Law Number 20 of 2008 concerning Micro, Small and Medium Enterprises. In the article, it is affirmed that “partnership relationships are cooperation in business relations, either directly or indirectly, based on the principle of mutual need, trust, strengthening, and benefit involving Micro, Small and Medium Enterprises with Large Enterprises.” Then in the provisions of article 1 point 1 of Government Regulation Number 44 of 1997 concerning Partnership, it is affirmed that “Partnership is a business cooperation between Small Enterprises and Medium Enterprises and or with Large Enterprises accompanied by coaching and development by Medium Enterprises and / or Large Businesses by taking into account the principles of mutual need, mutual strengthening and mutual bene-



fit.” This is in line with the results of Amin Mutawakil and Muh's research. In his article, Imam proposes that the legal association resulting from the agreement between the driver of an online transportation service and the application owner in Indonesia can be viewed as a partnership agreement. This type of legal relationship is a common form of association between two parties based on a partnership agreement. The partnership agreement's general provisions can be found in Article 1338 in conjunction with Article 1320 of the Civil Code. Meanwhile, special provisions in Government Regulation Number 44 of 1997 concerning Partnership (Amin Mutawakil & Muh. Priest). Then I Gusti Agung Dhian Maharani Swari Dewi et al in their research stated that the contractual arrangement between the driver and the company PT. Gojek can be classified as a partnership agreement, specifically a profit-sharing agreement, wherein both sides agree to share the profits. The term "partnership agreement" is used to describe the contractual arrangement between the driver and PT Go-Jek company. This agreement designates PT Go-Jek as an intermediary entity responsible for facilitating passenger transportation or handling passengers who utilize the Go-Jek Android smartphone application. The primary purpose of this agreement is to enable Go-Jek drivers to efficiently carry out their duties, which involve transporting passengers or delivering goods (I Gusti Agung Dhian Maharani Swari Dewi et al: 2019).

The establishment of a partnership relationship should adhere to the fundamental principles of mutual need, trust, strengthening, and benefit, as outlined in Article 1, Point 1 of Law 20/2008. Additionally, it should be based on the principle of equal legal standing for all parties involved, and must comply with the relevant Indonesian legislation, as stated in Article 36, Paragraph (1) of Law 20/2008 in conjunction with other applicable laws. Article 104 paragraph (3) PP 7/2021. In addition, article 34 of Law 20/2008 stipulates that “the partnership agreement is set forth in a written agreement that at least regulates business activities, rights and obligations of each party, the form of development, duration, and dispute resolution, reported to the competent authorities in accordance with the provisions of laws and regulations, and the agreement must not conflict with the basic principles of independence of Micro, Small and Medium Enterprises and not create dependence of Micro, Small and Medium Enterprises on Large Enterprises.” The execution of the cooperation agreement between PT. Gojek Indonesia and PT. Grab Indonesia, which encompasses drivers, must conform to the stipulations delineated in pertinent legislation and regulations. The consideration of factors such as mutual need, trust, strengthening, and benefit is of utmost importance in order to provide equitable legal standing for all parties involved and to ensure compliance with the relevant Indonesian legislation.

### **3.2 Discussion**

#### **The influence of the development of information technology on the implementation of labor relations**

As previously mentioned, the advancement of information technology has significant implications and exerted influence across diverse domains of national and state affairs. One of them is the influence in the field of public transportation, article 1 point 3 of Law / 22/2009 concerning traffic and road transportation jo article 1 point 1

PP / 74/2014 concerning road transportation confirms that “transportation is the movement of people and / or goods from one place to another using vehicles in road traffic spaces.” According to Warpani Public transportation is a means of vehicle or mode of transportation used to transport people or goods from one place to another for a fee (Warpani: 2002), in its operation road transportation is operated by a driver, article 1 number 23 Law / 22/2009 confirms that the “Driver is a person who drives a Motor Vehicle on the Road who already has a Driver's License.”

The working relationship between drivers refers to the employment relationship as stipulated in Law 13/2003 and its amendments. Article 90 of Law 22/2009 confirms that every Public Transport Company must comply with and enforce provisions regarding working time, rest periods, and changes of Public Motor Vehicle Drivers in accordance with the provisions of laws and regulations. The prescribed duration of the driver's shift for a public motor vehicle is limited to a maximum of 8 (eight) hours a day. Additionally, it is mandated that the driver takes a mandatory break of at least 30 minutes after operating the vehicle continuously for a period of 4 (four) hours. In specific instances, drivers may be engaged for a maximum duration of 12 (twelve) hours each day, encompassing intervals for rest amounting to 1 (one) hour.

Referring to these provisions, it can be said that the relationship between drivers and public transport companies is an employment relationship as stipulated in Law 13/2003 and its amendments. Article 1 number 13 of Law / 13/2003 confirms that “employment relations are relationships between employers and workers / workers based on work agreements, which have elements of work, wages, and orders.” According to Zaenal Asikin, the concept of an employment relationship can be defined as a formal association between individuals who assume the roles of workers and employers subsequent to the establishment of an employment agreement. This agreement entails the commitment of the worker to provide labor in exchange for monetary compensation, while the employer demonstrates their intention to engage the worker's services by remunerating them (Zainal Asikin: 1993). An employment relationship is a legal relationship between an employer and employee in which the employee has agreed to work for the employer in exchange for a salary (Patricia Alya Khairani, Masidin: 2022). According to Asri Wijayanti that the elements of employment relations as referred to in Article 1 number 4 of Law 13/2003 are 1). The existence of labor (aebaid), 2). Under the concept of authority in the workplace, employees carry out their tasks under the direction and control of their employer, thereby establishing a subservient relationship, 3). The presence of specific remunerations/debts, 4). Within the designated temporal framework (tjtd) (which may encompass a predetermined temporal constraint or be contingent upon a certain temporal parameter) (Asri Wijayanti: 2009).

Abdul Khakim described the elements of employment relations including 1). The existence of work, 2). The presence of other people's orders, 3). The existence of wages, and 4). Constrained by a specific duration, as a result of the absence of an ongoing employment affiliation (Abdul Khakim: 2014). The components of employment relations, as further outlined by Abdul Khakim, are as follows:

1. According to Paragraph 1 of Article 52 of Law 13/2003, a work agreement's enforceability hinges on the presence of the element of work. This requirement es-

establishes that the presence of work serves as an essential prerequisite for the legitimacy of the work agreement. The employment agreement becomes null and void if the objective conditions are not fulfilled.

2. The concept of order entails the employer's authority to issue directives to employees in alignment with the operational requirements of the organization. Consequently, employees are obligated to adhere to the employer's instructions and perform their duties under the employer's supervision.
3. The element of wages, here workers / laborers will not want to carry out work without wages, the wage in question is the minimum wage as stipulated in Law 13/2003.
4. Certain time element, Abdul Khakim argues that certain time element contains 3 (three) meanings, namely a). The employment relationship entails regulations and limitations on working hours, preventing the imposition of endless work periods on employees. Therefore, working hours must align with the predetermined schedule outlined in the employment agreement. b). Workers / laborers must not be arbitrary in carrying out work because the company has working time rules in accordance with the provisions of the work agreement or laws and regulations. c). That the employment relationship is limited or time-limited, whatever the reason.

The employment relationship is based on an employment agreement, article 1 number 14 of Law 13/2003 specifies that "an employment agreement is an agreement between workers / laborers and employers or employers containing the terms of work conditions, rights, and obligations of the parties." The elements of the employment agreement as stipulated in article 52 of Law / 13/2003 include: "a). agreement of both parties, b). ability or ability to perform legal acts, c). the existence of an agreed work, d). The work agreed is not contrary to public order, decency, and applicable laws and regulations." In the explanation of article 52 letter b Law 13/2003 confirms that what is meant by ability or ability is the parties who are able or capable according to law to make agreements. For child labor, the signatories are the parents or guardians. An employment agreement made by the parties but contrary to elements a and b paragraph (1), namely there is no agreement between both parties and there is no ability or ability to perform legal actions, the work agreement can be canceled, but if the work agreement made by the parties conflicts with the provisions of elements c and d paragraph (1), namely the absence of agreed work, And the work agreed is not contrary to public order, decency, and applicable laws and regulations, the work agreement is null and void.

Referring to Law 22/2009 jo PP/74/2014 the relationship between drivers and public transportation managers is an employment relationship as stipulated in Law 13/2003, but with the current development of information technology in online application-based public transportation, the relationship between drivers and online application-based public transportation managers has shifted, namely from a pattern of employment relations to a pattern of partnership relationships, as well as online application-based public transportation carried out by PT. Gojek Indonesia and PT. Grab Indonesia. The relationship between Driver and PT. Gojek Indonesia and PT. Grab Indonesia is a partnership. In partnership relationships, relationships are based on

partnership agreements (partnership agreement). A partnership agreement is a legally binding document that establishes a formal relationship between two parties, based on the principles and obligations of a partnership. The regulations pertaining to the general provisions of partnership agreements are governed by Article 1338 of the Indonesian Civil Code. This article stipulates that any agreements that are entered into in a proper manner are binding and enforceable as legal obligations for the parties involved. According to this stipulation, the agreement established and mutually consented to by both parties becomes legally binding, thereby necessitating that any disputes arising during the execution of the settlement work be resolved in accordance with the terms and conditions outlined in the aforementioned agreement. Nevertheless, it is imperative to note that the employment agreement, in accordance with article 1338 of the Indonesian Civil Code, must be formulated in adherence to the conditions for the agreement's legality as outlined in article 1320 of the Indonesian Civil Code. According to Article 1320 of the Indonesian Civil Code, the validity of an agreement is contingent upon certain circumstances. These elements include: a) the agreement must be binding upon the parties involved, b) the parties must possess the capacity to enter into a covenant, c) the agreement must pertain to a specific subject area, and d) the cause of the agreement must not be prohibited.

Yullia in the Civil Law Textbook explains the elements of the terms of validity of the agreement as stipulated in article 1320 of the Civil Code, as follows: a). The word agreement between the parties that bind themselves, means that the parties to the agreement must agree with each other and agree in terms of the subject matter of the agreement to be held. Agree without coercion (*dwang*), *khilaf* (*dwaling*) and fraud (*bedrog*), b). Capable of making an agreement, meaning that the parties must be legally capable, i.e. mature (21 years old) and not under guardianship, c). Regarding a certain matter, it means that what will be agreed must be clear and detailed (type, quantity, and price) or information on the object, known rights and obligations of each party, so that there will not be a dispute between the parties, d). A lawful cause, meaning that the content of the agreement must have a purpose (*causa*) permitted by law, decency, or public order.

For conditions a and b, that is, their agreement which binds themselves and the ability to make an agreement is a subjective condition of an agreement because it concerns the parties to the agreement and if these subjective conditions are not fulfilled then the agreement can be canceled. Then for elements c and d, which is a certain subject matter and a cause that is not prohibited is an objective condition of an agreement because it involves the object of an agreement, if the objective vote is not fulfilled then the agreement is null and void.

Government Regulation Number 44 of 1997, also referred to as "Partnership *jo*," pertains to the exact regulations governing partnership agreements. Government Regulation Number 7 of 2021 is being dissected, and its goals of promoting and protecting cooperatives and MSMEs are at the heart of the investigation. Dede Oka Astawa and Ida Bagus Putra Atmaja in their research explained that the partnership relationship between drivers and online application-based transportation companies has several elements, such as: The activities associated with improving business efficiency and productivity encompass various aspects such as land allocation and preparation,

provision of production facilities, offering technical advice on business management and production, acquisition, mastery, and enhancement of pertinent technology, securing funding, and engaging additional assistance providers. Partnership agreements, can take place between all actors of economic activity, partnership relationships are cooperation as partners or co-workers and / or partner work partners.

As described above, the partnership relationship between online application-based public transportation companies PT. Gojek Indonesia and PT. Grab Indonesia and Drivers do not fulfill the elements of employment relations as stipulated in article 1 number 15 of Law Number 13 of 2003 concerning Manpower. In the element of work, when referring to UUK the job is given by the employer / employer, while in online application-based public transport drivers the job is given by passengers, then in the wage element, when referring to UUK wages are given by employers / employers, while in online application-based public transport drivers wages are given by passengers who order online applications so that based on this drivers do not get The salary / wage from the online application-based public transport company and the driver only gets payment given by the passenger, then in the last element of employment relations, namely the element of command, when referring to UUK the element of the order comes from the employer / employer, while in online application-based public transport drivers the order comes from the passenger who ordered.

Dede Oka Astawa and Ida Bagus Putra Atmaja, in their study, further elaborated that the partnership relationship between online application-based transportation service firms and drivers does not have an employment relationship since it does not meet the elements of work. Partnership agreements between online application-based transportation service companies and drivers use a profit-sharing system. The profit sharing system applied is not a wage given by online application-based transportation service companies to drivers. Drivers get wages derived from consumers because they have used their services, the wages received by drivers are actually divided by deposits to online application-based transportation service companies. Bonuses are given by online application-based transportation service companies if a driver can meet the targets given to him. Bonuses and wages are different instruments, bonuses given by online application-based transportation companies are not wages as stipulated in the Manpower Law.

Suro Konto mentioned that mentioning that the partnership relationship in the transportation industry and online couriers that has been established so far is considered a pseudo-partner relationship, according to him a freedom and comfort in working for online motorcycle taxis (Ojol), in a partnership relationship, where partners as freelancers or temporaries, is an exploitative work relationship, even though the partnership itself can be interpreted as an equal and fair relationship between the two or more parties to cooperate in certain matters on the basis of the principle of mutual need, trust, strengthening, and benefit (JATIM.POSKOTA.CO.ID).

The legal impact that occurs on the implementation of employment relations due to the influence of technological and information developments As previously explained that the relationship between PT. Gojek Indonesia and PT. Grab Indonesia and Driver are a partnership relationship, so drivers cannot claim their rights as stipulated in the employment relationship in accordance with the UUK, nor can drivers demand online

application-based public transportation companies to carry out obligations in accordance with the UUK. Agus Mulya Karsona, a lecturer in Labour Law at Padjadjaran University in Bandung, elucidated the essential distinction between partnership and employment relationships. Partnership connections entail a form of mutualism between the involved parties. Partnerships, in essence, prioritise the establishment of mutually advantageous relationships. The positions of the parties are equivalent. In contrast to the hierarchical relationship between employers and workers in labour law, characterised by a superior-subordinate dynamic (Sovia Hasanah: hukumonline.com). Based on this, the partnership between online application-based public transportation companies and drivers has an impact on the lack of legal protection for drivers because there is no specific legal umbrella that regulates it so that rights and obligations as an employment relationship under the UUK in a partnership relationship do not exist.

Legal impacts that occur in the partnership relationship between PT. Gojek Indonesia and PT. Grab Indonesia with your Driver as follows:

1. The absence of an employment relationship between online application-based public transportation companies and drivers will result in drivers being unable to demand rights such as wages, overtime pay, health protection, employment protection, severance pay, service period awards and others as stipulated in Law Number 6 of 2023 concerning the Stipulation of Government Regulations in Lieu of Law Number 2 of 2022 concerning Job Creation into the Employment Cluster Law (Law 6/2023 Employment Cluster).
2. The non-regulation of the specific relationship between online application-based public transportation companies and drivers in special laws and regulations, resulting in online public transportation drivers having no legal basis to claim their rights against online application-based public transportation companies.
3. Some rights that are not obtained by online transportation drivers from online application-based public transportation companies, are:
  - a. Online drivers do not receive salaries in accordance with the labour relations system governed in the United Kingdom (UK) and its subsequent modifications. Article 88A, subsection (1) of Law No. 6 of 2023, which deals with the promulgation of implementing rules in place of Law No. 2 of 2022 regarding Job Creation, as it applies to the Employment Cluster Law (Law 6/2023 Employment Cluster), in conjunction with. Article 55(1) of Government Regulation 36 of 2021 on Wages states that employees have a right to be paid only during the course of their employment and that this right terminates upon the termination of their employment. Furthermore, paragraph (3) stipulates that employers are obligated to remunerate workers in accordance with the agreed terms. Additionally, paragraph (6) establishes that employers who, either intentionally or negligently, cause delays in wage payment are subject to fines, the amount of which is determined as a certain percentage of the worker's wage. Based on the provisions of this article, workers with an employment relationship system are entitled to wages after an employment relationship occurs and ends at the termination of employment relations, then wages paid to workers / workers in accordance with the agreement but in ac-

cordance with the provisions of article 88E paragraph (2) of Law 6/2023 Employment Cluster, employers are prohibited from paying wages lower than the minimum wage, then employers must not be negligent or intentionally late in paying wages to workers / laborers, If the employer is negligent or willfully late in paying wages to workers / laborers, the employer can be subject to fines in accordance with the percentage of wages of workers / laborers. In partnership relationships, the salary of online transportation drivers is based on orders and mileage they get, then the driver's income is also determined by the orders he receives whether orders are received during peak hours or during regular / non-peak hours. During peak hours, the salary/payment to the driver is greater than the salary/payment recorded during off-peak hours. On the business page, it is explained that during peak hours, drivers will get a wage of Rp2,500 per kilometer. However, if the driver takes the order during off-peak hours, he will get a wage of Rp2,000 per kilometer. As an illustration, there exist Gojek driver partners who engage in work activities commencing at 6 am and concluding at 12 noon, subsequently resuming their work duties from 2 pm until 7 pm. According to a business news report from 2022, if a driver receives two orders during peak hours, resulting in a combined travel distance of 15 kilometres, the income generated would amount to IDR 37,500. This calculation is based on a rate of IDR 2,500 per kilometre.

- b. Severance and service award awards, public transport drivers with online applications do not get severance and service awards when suspended or terminated partnerships. In the Regulation of the Minister of Transportation Number PM 12 of 2019 concerning the Protection of the Safety of Motorcycle Users Used for the Benefit of the Community does not regulate severance pay and service period awards to online transportation drivers but only regulates the necessity for application companies to make standards, operations and procedures in temporary operational suspension (suspend) and partner termination of partners, as stipulated in Article 14 paragraph (1) Minister of Transportation Regulation No. PM 12/2019 which specifies that Application Companies must make standards, operations and procedures in temporary operational suspension (suspend) and partner termination against drivers. As a result of not regulating the matter, including provisions on severance pay and service awards, then online application-based public transportation companies make SOPs (Standard Operating Procedures) on conditions that can make online drivers subject to suspension sanctions or termination of partnerships. This is like the SOP made by PT. Gojek Indonesia, in the SOP there are 3 (three) pillars of violations that can result in suspension or termination of partnerships, namely security threats, fraudulent actions, and bad services (Sovia Hasanah: hukumonline), in the SOP it only regulates sanctions and does not regulate severance and service period awards. This is in contrast to workers who are based on employment relationships in accordance with the UUK and its changes. Severance pay, service award money, and compensation money that shall be awarded upon termination of em-

ployment are all mandated under paragraph (1) of Article 156 of Law 6/2023 on the Manpower Cluster.

## 4 Conclusion and Recommendation

### 4.1 Conclusion

1. The impact of the development of information technology on transportation is the massive emergence of online application-based public transportation. Online application-based public transportation has resulted in the expansion of employment relations between workers / workers and employers / employers. The relationship between online application-based public transportation companies and drivers has shifted, from the relationship between superiors and subordinates in conventional public transportation to partnership relationships in online application-based public transportation.
2. The legal impact that occurs from the implementation of labor relations due to the influence of technological and information developments is that drivers cannot demand rights like workers in general, this is due to the absence of an employment relationship between workers / workers and employers / employers, namely online application-based public transportation companies, besides that there is also no law or regulation that specifically regulates online transportation so there is no basis it is legal for drivers to demand the rights they have.

### 4.2 Recommendation

1. So that the partnership relationship between drivers and online application-based public transportation companies is further strengthened so that drivers have clear rights and obligations that ultimately do not harm drivers.
2. To make laws or government regulations that specifically regulate online application-based public transportation to provide legal protection to drivers and also to online application-based public transportation companies and consumers as users of online application-based public transportation.

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