

PalArch's Journal of Archaeology
of Egypt / Egyptology

LEGAL PROTECTION FOR INDONESIAN GO-JEK RIDERS IN RELATION
TO WAGE PAYMENT

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Rizky Bramasetya Abdhy, Lanny Ramli. Legal Protection For Indonesian Go-Jek Riders In Relation To Wage Payment-- Palarch's Journal Of Archaeology Of Egypt/Egyptology 17(3), 1731-1738. ISSN 1567-214x

Keywords: Wage Payment, Legal Protection, Rider, Pt. Go-Jek Indonesia

ABSTRACT

BACKGROUND: PT. GO-JEK Indonesia is known to apply no basic salary system. This company applies a profit-sharing system, instead, where wage is paid by allocating a certain share to the employees from the profits earned. Thus, there arises a need for a juridical review to gain clarity and understanding as to how wage payment is undertaken at PT. GO-JEK, with some pertinence to the improvement of welfare and justice for employees.

AIM: This research aimed at conducting a review on legal protection for riders with regard to wage payment at PT. GO-JEK Indonesia.

RESEARCH APPROACH: This research employed the statute approach and concepts useful to directing the discussion in accordance with the basic understanding of the concepts of legal entity and civil liability.

RESULTS: The research results showed that the work agreement PT. GO-JEK is party to is a written one and is implemented on the basis of clear formulation of the rights and obligations of the parties to the agreement. Meanwhile, wage, in PT. GO-JEK, is paid by a daily wage payment system which adjusts to the sharing of profits gained from the customers.

CONCLUSION: From this research it was concluded that a few matters are related to yet-to-exist employee protection effort by PT. GO-JEK for work partners. Such condition will without

doubt cause damage on either an individual or collective basis.

INTRODUCTION

GO-JEK is a tech-based transportation company which aims at improving employee welfare in various informal sectors in Indonesia (Silalahi, Handayani and Munajat, 2017). PT. GO-JEK Indonesia, established in 2010, is a transport company engaged in pick-up or transport services by means of two-wheeled vehicles, otherwise referred to as motorcycle taxis, whose use is focused on phone applications (Esfandari, 2015). The presence of the company provides the public with convenience in daily transport, in which case users are spared from the need to search for motorcycle taxis at informal motorcycle taxi hubs or on streets. Meanwhile, the fact that the applications are operable via the phone enables users to access them at any time and any place with ease.

From an in-depth inquiry, it was found that PT. GO-JEK Indonesia does not apply a basic salary system. The company uses the profit-sharing system, instead, through allocation of a certain amount to the employees from the profits earned. Out of the entire profits earned, 80 percent goes to the GO-JEK riders' wallets, while the rest belongs to the company. In practice, no specific protection rule has been enforced by the transport service provider for its riders. This is as evidenced in several cases in which riders were affected, for instance, fraudulent merchandise order, accidents, and false orders which generates a considerable loss (Agustin, 2017).

On the other side, seen from the legality aspect, GO-JEK has yet to count as belonging to the mass transportation chamber. This is what leads to the rejection of GO-JEK by some communities, in particular conventional motorcycle taxi riders. This is exacerbated by the accident cases in which GO-JEK riders were involved, some of which even claimed the lives of the riders. Pertaining to this issue, PT. GO-JEK Indonesia renounces responsibility, thus violating Law Number 13 of 2003 on Manpower (Azzuhri *et al.*, 2018). This research was present to review the legal protection for riders at PT. GO-JEK Indonesia with respect to wage payment.

RESEARCH APPROACH

This research employed the statute approach in tandem with some concepts which aided the discussion based on the underlying understanding of the concepts of legal entity and civil liability. In reference to the aforementioned, concept approach holds a prominent role in the understanding of the background of a case and in life practice, by means of either reading, studying, or breaking down the norms and articles contained in the regulations and laws applicable and relevant to the subject matter formulated in this research (Hukumnya, 2012). In addition to adopting such approach above, the researchers also turned to the field by interviewing some GO-JEK rider-partners and users to obtain valid, relevant results.

RESULTS AND DISCUSSION

Legal Protection for Riders in Relation to Wage Payment at PT. GO-JEK Indonesia

Manpower is one of the major sources of foreign exchange revenue to Indonesia. This has definitely garnered special attention from the government, either central or regional. There is this relationship between two parties within manpower sector called work agreement (Sri and Parwata, no date). The work commissioned by the employer must be completed or performed by the employee assigned under the work agreement. This is as stated under Article 1603 of the Civil Code, which reads a worker or laborer must complete the work commissioned under the agreement.

As previously described, GO-JEK is a tech-based transportation company contributing to the manpower sector in Indonesia. Recognized as a leading transportation service provider, GO-JEK has its presence spread across the country. It is little wonder that GO-JEK has successfully opened up employment for all.

GO-JEK emerged with the purpose of assisting the government in handling the transportation problems in Indonesia (Berlianto, 2017). This constitutes an immensely meaningful small step. GO-JEK has also come with the vision and missions of helping improve the transportation structure, provide convenience for those who conduct their daily activities in such things as document delivery and daily shopping by means of courier service, and improve the welfare of the motorcycle taxi riders. PT. GO-JEK recruits traditional motorcycle taxi riders and even non-motorcycle taxi riders who seek to earn extra income by first staging a selection process with some requirements, including the candidate being in possession of a motorcycle and driver's license C and being willing to provide family card, proof of ownership of the motorcycle (BPKB), or birth certificate, certificate of graduation an exception, as security.

From our in-depth inquiry with some GO-JEK rider-partners, we figured out that GO-JEK applies a wage payment procedure of its own. It became known that every income earned would be calculated and shared between PT. GO-JEK Indonesia and a GO-JEK rider, 20% for the former and 80% the latter (Septiani, Handayani and Azzahro, 2017).

Being a private company, PT. GO-JEK is present not only to profit itself but also to satisfy the interests and needs of its employees while providing satisfactory services for its customers. As a matter of fact, PT. GO-JEK has a share in six companies engaged in the same field, namely Grabike, Smart-Jek, Bang-Jek, Jeger Taksi, Ojesy, and Blu-Jek. These competitors are against each other to give the best services to the consumers in order to win the race.

As previously mentioned, PT. GO-JEK Indonesia and its rider-partners bind themselves into a work agreement. This agreement arranges the rights and obligations of the company and the employees in some aspects, one of which is wage payment. Work relationship is formed after the establishment of a work agreement between the company and an employee, in which the employee declares his/her readiness to work with the company by receiving a wage and the company declares its readiness to hire the employee by paying a wage (Utami, 2015).

According to Article 1 paragraph 15 of Law Number 13 of 2003 on Manpower, work relationship refers to the relationship between an employer and an employee based on some work terms, including the rights and obligations of all parties. Thus, it is concluded that a work relationship is the relationship between an employee and an employer, who commissions a work, which involves the rights and obligations of all parties concerned.

In essence, workers or laborers are of a weak position economically compared to businesspersons who are stronger in economic position. This is because businesspersons have the power to do anything over the workers, making protection for workers' rights under applicable regulations and laws essential. With a work agreement in place, employees are given guaranteed rights protection specifically based on the balance of rights and obligations between the employer and the employees in a work relationship, disallowing the employer from behaving arbitrarily toward the employees (Caraway, 2004).

Wage is a worker's right in the form of a reward received within a given time span and in a given amount, usually in cash (Iqbal and Rachmah, 2018). To a business owner, a wage is seen as a burden on the account that the greater the wage is payable to the workers, the smaller the proportion of the profits he/she receives. Anything incurred by the business owner in relation to hiring a person is regarded as a wage component, while the employed person sees wage as a right in a cash form he/she is entitled to (take home pay); hence, in reality, only a handful of business owners realize and voluntarily make effort to improve the employees' living (Iqbal and Rachmah, 2018).

In a work agreement is contained terms related to work relationship, including those on the rights and obligations of the employees and the employer. One of such rights is the employees' right to a fair wage according to what they have performed. This is in line with wage's definition as a fee or compensation paid to an individual for completing a work/activity/service for another individual or an entity or an institution, either incidentally or continually, in accordance with the agreement both parties entered into.

It is also of knowledge that wage system concerns constitute an important problem as they relate to employees' survivability and welfare. Based on Law Number 13 of 2003 on Manpower in Chapter 10 on Wage Payment, Article 88

paragraph (1), every worker or laborer is entitled to an income which fulfils a worthy living for humanity. The aforementioned provision shows that the government has stipulated a wage payment policy which provide protection for workers/laborers, implying that any fraudulent act involved will constitute a form of violation which may cause a loss.

In this context, wage has an influence on the effort to meet the needs in life because it would be pointless setting a wage at a high amount if the wage is insufficient to cover the prices on the market to meet the need of the employees and their families (Dumauli, 2019). It is thus of considerable importance for the government to design a regulation arranging a wage that is able to provide workers with prosperity and simultaneously maintain the business world, and this regulation should involve the labor union and business players in the wage payment mechanism in Indonesia. Labor Union in and of itself is an organization formed from, by, and for workers, within and without the company, which is free, open, independent, democratic, and responsible in nature to fight for, defend, and protect the rights and interests of the workers and to improve the welfare of the workers and their families (Utari and Sharif, 2016).

Wage system per se is a policy and strategy for determining the compensation to be received by laborers or workers (Suyanto *et al.*, 2019). This compensation is a form of fee or wage received by the workers as a reward or result of their work. A worker, a rider, with PT. GO-JEK we interviewed gave an explanation of the mechanism and requirements of registration to become a PT. GO-JEK rider. A candidate GO-JEK rider must undergo an interview stage, have his/her motorcycle physically inspected, receive coaching and training from PT. GO-JEK, provide copies of identity card, rider's license, and family card, original copy of high school graduation certificate, and marriage certificate for the married as security, have a motor vehicle with still-valid STNK pajak, and make a saving account at CIMB Niaga Bank.

It is known that the wage received by a GO-JEK rider is adjusted to the length of time spent to complete a work or the quantity of the product produced split into 80% and 20% for each order. Suppose a rider travels a distance of 5 km. Then, from Rp10,000 he earns, Rp2,000 is cut by GO-JEK (Silalahi, Handayani and Munajat, 2017).

After getting hired, a GO-JEK rider will be given a facility in the form of a Huawei brand cellphone (Esfandari, 2015). However, this facility is not for free. A rider is obliged to pay Rp14,000 per day for 98 days to pay off the cellphone facility provided by PT. GO-JEK (Agustin, 2017).

It was also figured out that a GO-JEK rider does not earn a fixed wage/basic salary every month (Berlianto, 2017). Therefore, it is necessary for a rider to "play performance" for a minimum of 50% of the incoming orders while serving the orders. To have excellent performance, a rider must be responsive in accepting

the incoming orders from the customers who use the GO-JEK services (Ford and Honan, 2017). From the work completed, the rider would generate satisfying result from the calculation of the performance-based points. The points calculation for a course of one day is detailed as follows: a rider earning 10 points is eligible for an extra wage of Rp20,000, 12 points for an extra wage of Rp30,000, and 14 points for an extra wage of Rp50,000 (Silalahi, Handayani and Munajat, 2017).

In light of the abovementioned, a GO-JEK rider must strive to gain points until maximum performance worth of Rp100,000 is achieved (Silalahi, Handayani and Munajat, 2017). Bonus per se is conferred when the company earns profits higher in amount than usual or if the rider is regarded as helpful in increasing the company's profits. It is given in a variety of ways. One way is giving a bonus to all employees; another way is giving a bonus to those who succeeded in achieving or exceeding the predetermined bonus. In the latter, the bonus amount varies. Some employees may gain a big amount of bonus, but, by contrast, some others may earn no bonus at all. The bonus received in the pick-up process is calculated in the following ways: 1–5 km distance traveled is worth 1 extra point; 6–10 km distance traveled is worth 1.5 extra points; 10 km distance traveled onward is worth 2 extra points. In other words, the longer the distance is traveled, the greater the rider's performance (Utari and Sharif, 2016).

Based on the description above, work-based payment is a matter of score increment. If the rider is able to present an increased work to the company, he/she helps the company achieve its business goals, thus eligible for a wage in a greater amount than that received by underperforming riders. In this manner, riders are motivated to enhance their performance.

Besides, it was found out that PT. GO-JEK does not add allowance to the wage paid. Hence, in an undesired event over the course of the work completion, GO-JEK riders would have to be responsible for the negligence that arises (Ford and Honan, 2017). On GO-JEK's part, no insurance is in place to guarantee the safety and security of the riders. Should an event related to the riders' safety and security take place, this would be the riders' own responsibility. In this case, it is no more than compensation GO-JEK is providing the riders and their families with. For this issue a correction is deemed necessary in the protection effort, where the company is encouraged to provide a safe 'accommodation' for the employees, for example, through registration for health insurance provider for labor (Esfandari, 2015).

CONCLUSIONS

Based on the discussion above, the following conclusions were drawn. *First*, the work agreement PT. GO-JEK is party to is a written on implemented based on clear formulation of rights and obligations. In this case, there is clarity of the rights and obligations of each party for the achievement of a sound, harmonious work relationship. *Second*, the wage payment conducted at PT. GO-JEK is based

on a daily wage system and is performed to the workers or riders on the workdays in a proportion allocated from an amount received from the customers. However, such a wage payment system does not meet the provisions applicable in Indonesia under the Manpower Law. This is supported by the fact that some components of PT. GO-JEK provide lacking protection for the work partners.

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