



## An Analysis Of Employment Termination For Freelance Workers: A Justice Approach From Islamic Economic Law

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Received : Januari 2024 Accepted: April 2024 Published: Juni 2024

**Abstract:** *Freelance work is increasingly popular in today's digital economy due to its flexibility and opportunities to work with various clients. However, freelance workers often face legal uncertainties, especially concerning termination of employment. This phenomenon is significant in Indonesia as freelancers do not always receive adequate legal protection compared to regular employees. This study examines the legal consequences of employment termination for freelance workers from the perspective of Islamic economic law. The research formulates issues related to the lack of legal protection, which leads to uncertainty for freelance workers in employment termination, and seeks solutions to enhance legal certainty and their protection. The research method used is the theoretical analysis based on studying labour law, Islamic economic law, and regulations related to freelancers in Indonesia. The findings indicate that freelance workers must have clear legal protection for service agreements, fair income rights, and adequate social security. Implementing principles of justice and balance from Islamic economic law is expected to improve these conditions. Thus, the study recommends developing more inclusive regulations to enhance legal certainty and welfare for freelance workers in Indonesia. The conclusion emphasizes the need for better legal protection for freelance workers, taking into account the principles of Islamic economic law, to provide better protection for their rights, reduce uncertainty, and enhance fairness in freelance employment relationships in Indonesia.*

**Keywords:** *Freelance Workers; Islamic Economic Law; Legal Protection; Termination of Employment*

**Abstrak:** Pekerjaan freelance semakin populer dalam ekonomi digital saat ini karena memberikan fleksibilitas dan kesempatan bekerja dengan berbagai klien. Namun, pekerja freelance sering menghadapi ketidakpastian hukum, terutama terkait hubungan kerja. Di Indonesia, fenomena ini semakin signifikan karena pekerja freelance tidak selalu mendapatkan perlindungan hukum yang memadai seperti pekerja tetap. Penelitian ini bertujuan untuk mengkaji konsekuensi legal pemutusan hubungan kerja pada pekerja freelance dalam perspektif hukum ekonomi syariah. Penelitian ini merumuskan masalah terkait dengan kurangnya perlindungan hukum yang mengakibatkan ketidakpastian bagi pekerja freelance saat menghadapi PHK, serta mencari solusi untuk meningkatkan kepastian hukum dan perlindungan mereka. Metode penelitian yang digunakan adalah analisis teoritis berdasarkan kajian literatur terkait hukum ketenagakerjaan, hukum ekonomi syariah, dan regulasi terkait pekerja freelance di Indonesia. Hasil penelitian menunjukkan bahwa perlindungan hukum yang jelas terhadap perjanjian jasa, hak-hak penghasilan yang adil, dan jaminan sosial yang memadai sangat diperlukan bagi pekerja freelance. Implementasi prinsip-prinsip keadilan dan keseimbangan dari hukum ekonomi syariah diharapkan dapat memperbaiki kondisi ini. Dengan demikian, penelitian ini memberikan rekomendasi untuk mengembangkan regulasi yang lebih inklusif, yang dapat meningkatkan kepastian hukum dan kesejahteraan pekerja freelance di Indonesia. Kesimpulan

penelitian ini menekankan perlunya perlindungan hukum yang lebih baik bagi pekerja freelance, dengan memperhatikan prinsip-prinsip hukum ekonomi syariah. Hal ini diharapkan dapat memberikan perlindungan yang lebih baik terhadap hak-hak pekerja freelance, mengurangi ketidakpastian, dan meningkatkan keadilan dalam hubungan kerja freelance di Indonesia.

**Kata Kunci: Pekerja Freelance; Hukum Ekonomi Syariah; Perlindungan Hukum; Pemutusan Hubungan Kerja**

## ■ Introduction

Freelance work is increasingly popular in today's digital age<sup>1</sup>. Many individuals choose this career path because of its flexibility, the opportunity to work with a variety of clients, and control over the schedules and projects taken. However, behind this freedom and flexibility, there are some legal consequences to consider, especially related to termination of employment<sup>2</sup>.

In freelance work, the relationship between worker and employer is not always the same as in formal or traditional employment contracts. Freelancers are often thought of as independent contractors or external clients, not as employees of the company<sup>3</sup>. This may raise questions

about the rights and obligations of both parties in the event of termination.

In recent years, the number of freelance workers has increased significantly in various countries, including Indonesia. Data from the Central Statistics Agency (BPS) shows that in 2022, there will be an increase in the number of freelance workers by 20% compared to the previous year.

Freelance workers are essential in the modern economy as they provide flexibility for companies in managing human resources and contribute to reducing the unemployment rate<sup>4</sup>. However, despite providing benefits for companies and workers, freelance status often causes legal problems, especially related to termination of employment (layoffs)<sup>5</sup>. Freelance workers do not always get the same legal protection as permanent

<sup>1</sup> Maria Norbäck and Alexander Styhre, 'Making It Work in Free Agent Work: The Coping Practices of Swedish Freelance Journalists', *Scandinavian Journal of Management*, 35.4 (2019), 101076 (pp. 1–7) <<https://doi.org/https://doi.org/10.1016/j.scaman.2019.101076>>.

<sup>2</sup> Miaomiao Yan, Qin Hai Ma, and Lixuan Zhang, 'Why Do Freelance Tour Guides Still Stay after the Attack of COVID-19 : A Path-Dependent Perspective', *Journal of Hospitality and Tourism Management*, 56 (2023), 31–39 (pp. 32–35) <<https://doi.org/https://doi.org/10.1016/j.jht.2023.05.021>>.

<sup>3</sup> M. Muhsin, 'Legal Protection for Indonesian Freelance Workers in Law Number 11 of 2020 Concerning Work Creation: Analysis of Changes in Legal Protection for Freelance Workers in Indonesia after the Omnibus Law', *International Journal of Law and Politics Studies*, 3.2

(2021), 56–64 (pp. 56–61) <<https://doi.org/10.32996/ijlps.2021.3.2.8>>.

<sup>4</sup> Dini Abdianti and others, 'KONSEP KEBIKAN MONETER DALAM PERSPEKTIF EKONOMI ISLAM', *Mu'amalah: Jurnal Hukum Ekonomi Syariah*, 2.2 (2023), 263–76 (pp. 263–69) <<https://doi.org/10.32332/MUAMALAH.V2I2.7042>>.

<sup>5</sup> Fareeha Sami Khan, Afraz Hussain Majeed, and M Khalid, 'Integrating Freelance Models with Fractional Derivatives, and Artificial Neural Networks: A Comprehensive Approach to Advanced Computation', *Heliyon*, 10.9 (2024), e30051 (pp. 2–4) <<https://doi.org/https://doi.org/10.1016/j.heliyon.2024.e30051>>.

workers, so they often experience injustice in terms of rights and obligations when termination of employment occurs.

According to research by Mukhsin, Savira, and Suharsono, freelance workers are often vulnerable due to the absence of clear employment contracts and adequate legal protections<sup>6</sup>. Freelancers often do not get proper compensation or benefits when their employment is terminated<sup>7</sup>.

Sharia economic law emphasizes the principles of justice (*al-'adalah*) and balance (*al-mi'zan*) in all economic transactions, including employment<sup>8</sup>. According to Abdulloh and Saniah, Sharia economic law encourages fair treatment of workers, including freelance workers<sup>9</sup>, by ensuring they get decent rights and are not exploited.

From the perspective of Sharia economic law, workers and employers have rights and obligations that must be fulfilled. For example, workers are entitled to fair wages and following their contributions, while employers are entitled to professional services and by the initial agreement. Implementing Sharia principles in freelance employment relations can reduce conflict and increase job satisfaction. This

is because of the legal certainty and fair treatment stipulated in Sharia employment contracts.

The main problems freelancers face in the context of termination are the lack of legal protection and vagueness in their rights and obligations<sup>10</sup>. From the perspective of sharia economic law, there is a need to develop a legal framework that ensures fairness for all parties involved, considering sharia principles in determining the rights and obligations of workers and employers.

This study aims to analyze the legal consequences of termination of employment on freelance workers from the perspective of Sharia economic law. In addition, this study will examine the rights and obligations of workers and employers based on Sharia principles to provide recommendations for better protection for freelance workers.

This research will use a qualitative approach that prioritizes a deep understanding of the phenomenon under study<sup>11</sup>. The qualitative approach was chosen because it is suitable for exploring individual views<sup>12</sup>, experiences, and interpretations regarding the legal

<sup>6</sup> M. Muhsin.

<sup>7</sup> Fitria Savira and Yudi Suharsono, 'Tinjauan Yuridis Pekerja Freelance Berdasarkan Prinsip Keadilan', *Journal of Chemical Information and Modeling*, 01.01 (2013), 1689–99.

<sup>8</sup> Zulfahmi Alwi, Rika Dwi Ayu Parmitasari, and Alim Syariati, 'An Assessment on Islamic Banking Ethics through Some Salient Points in the Prophetic Tradition', *Heliyon*, 7.5 (2021), e07103 (pp. 1–4) <<https://doi.org/10.1016/j.heliyon.2021.e07103>>.

<sup>9</sup> Abdulloh Nur Saniah, 'Prinsip-Prinsip Dasar Hukum Islam Perspektif Al-Quran', *Al-Kauniah*, 3.2 (2022), 1–17 (pp. 2–7) <<https://doi.org/10.56874/alkauniah.v3i2.1077>>.

<sup>10</sup> Jan Musgrove, 'Working as Freelance', in *Make-Up, Hair and Costume for Film and Television*, ed. by Jan Musgrove, Media Manuals (Oxford: Focal Press, 2002), pp. 20–21 <<https://doi.org/10.1016/b978-0-240-51660-8.50009-7>>.

<sup>11</sup> Jytte Brender, 'Descriptions of Methods and Techniques', in *Handbook of Evaluation Methods for Health Informatics*, ed. by Jytte Brender (Burlington: Academic Press, 2006), pp. 73–225 (pp. 100–162) <<https://doi.org/10.1016/b978-012370464-1.50007-1>>.

<sup>12</sup> Matthew Mitchell, 'Analyzing the Law Qualitatively', *Qualitative Research Journal*, 23.1 (2022), 102–13 (pp. 102–10) <<https://doi.org/10.1108/QRJ-04-2022-0061>>.

consequences of termination of employment on freelance workers<sup>13</sup> from the perspective of Islamic economic law. The method used in this research is literature study and case analysis, which aims to examine relevant theories and practices in depth.

The author will review academic journals, books, and articles related to Sharia economic law, employment, and the status of freelance workers. The literature to be reviewed includes significant Islamic economic law.

Select several cases of layoffs of freelance workers that occur in Indonesia or other countries that will be analyzed to identify patterns and legal implications that arise. This analysis will include studying legal documents, court rulings, and employment contracts.

The author uses thematic analysis techniques to identify key themes emerging from the data. Data from multiple sources will be encoded and analyzed to look for significant conformity and differences.

## ■ Discussion

### 1. Legal Consequences of Termination of Employment for Freelancers

In Law Number 13 of 2003 concerning Manpower (Manpower Law)<sup>14</sup>, the term

freelance worker is not found in detail, clearly, or explicitly<sup>15</sup>. Even with the latest changes in employment through Law Number 6 of 2023 as the Stipulation of Government Regulations instead of Law Number 2 of 2022 concerning Job Creation<sup>16</sup>, the regulation still does not provide specific definitions and protections for freelance workers. As a result, companies often unilaterally terminate employment relationships with freelance workers because the relationship is considered buying and selling ordinary services that are not binding on employment<sup>17</sup>. This creates legal vulnerabilities for freelancers who do not get the same protection as permanent workers.

Please note that the regulations mentioned above have been regulated regarding employment relations arising from an employment agreement between employers and workers/labourers<sup>18</sup>. The Work Agreement itself must be made based on laws and regulations regarding labour and does

<sup>13</sup> Hayden K. Giuliani-Dewig and others, 'The Feasibility of Workload Monitoring among Law Enforcement Officers: A Multi-Methodological Approach', *Applied Ergonomics*, 116 (2024), 104212 <<https://doi.org/10.1016/j.apergo.2023.104212>>.

<sup>14</sup> Firstnandiar Glica Aini Suniaprily and Rahayu Subekti, 'Comparison of Law Number 13 Year 2003 Concerning Labor With Law Number 11 of 2020 Concerning Working Creation Toward Severance Pay For Labor', *International Journal of Business, Economics and Law*, 24.2 (2021), 162–70 (pp. 162–65).

<sup>15</sup> Russell Cropanzano and Meredith Lehman, 'What Henri Fayol Couldn't Know: Managing Gig Workers in the New Economy', *Organizational Dynamics*, 52.4 (2023), 101010 <<https://doi.org/10.1016/J.ORGADYN.2023.101010>>.

<sup>16</sup> Suniaprily and Subekti, pp. 162–66.

<sup>17</sup> Trie Rahmi Gettari and Sri Arnetti, 'PERLINDUNGAN PEKERJA DITINJAU DARI KONSEP HUBUNGAN KERJA PASCABERLAKUNYA UNDANG-UNDANG CIPTA KERJA', *Journal of Suara Justisia*, 7.2 (2023), 709–21 (pp. 709–14) <<https://creativecommons.org/licenses/by/4.0/> <<https://swarajustisia.unespada.ac.id/index.php/UJSJ/indexDOI:https://doi.org/10.31933/ujsj.v7i2>>.

<sup>18</sup> Anindia Wulandari and Putri Rimadani, 'Analisis Perubahan Undang-Undang Ketenagakerjaan Terhadap Undang-Undang Cipta Kerja Klaster Perjanjian Kerja Waktu Tertentu', *Depositi: Jurnal Publikasi Ilmu Hukum*, 2.1 (2024), 77–85 (pp. 77–81).

not violate the legal conditions of the agreement<sup>19</sup> as stipulated in Article 1320 of the Civil Code (KUHPerdata), where the employment agreement must be made based on the following<sup>20</sup>:

- a. Agreement of both parties that bind themselves, namely employers and workers<sup>21</sup>;
- b. The ability/ability of both parties to carry out legal actions;
- c. The existence of an agreed work; and
- d. The work agreed is not contrary to public order, decency, and applicable laws and regulations.

An agreement that has fulfilled these conditions then has the force of law that binds both parties. This is as stipulated in Article 1338 paragraph of the Civil Code, which reads:

*"All consents made lawfully apply as law to those who make them."*

Many freelancers still do not know and understand the rules and regulations that can be a legal umbrella for their work. Often, make an oral employment agreement or make a legally valid agreement, but it seems to be just an ordinary civil engagement such as a sale and purchase agreement for broken services or a cooperation agreement, which in substance does not meet the

provisions in labour to protect the status of its workers<sup>22</sup>.

Let us look at and refer to some employment regulations. Several provisions can be a legal umbrella for the status of freelance workers, namely, where freelance workers can become legal partners in a Certain Time Work Agreement (PKWT) as stipulated in several labour regulations<sup>23</sup>.

To become a PKWT itself, a work agreement must be made and implemented based on several provisions of laws and regulations in labour governing PKWT and its implementation.

The provisions regarding PKWT itself are regulated in Articles 56 to 61A of the Job Creation Law and Article 62 of the Manpower Law, as well as Government Regulation Number 35 of 2021 concerning Certain Time Work Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment (PP 35/2021), which in brief in Article 4 of PP 35/2021 stipulates that:

- a. PKWT is based on:
  - 1) term; and
  - 2) completion of a particular work.
- b. PKWT cannot be held for permanent work.

Further, Article 5 PP 35/2021 stipulates that:

- a. PKWT based on the period as referred to in Article 4 paragraph 1 letter a is made for specific jobs, namely:

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<sup>19</sup> Aura Syahranni and others, 'Perlindungan Hukum Terhadap Pekerja Harian Lepas Pada Perusahaan Yang Bergerak Dalam Bidang Logistik', *JRP: Jurnal Relasi Publik*, 1.2 (2023), 251–62 (pp. 251–54).

<sup>20</sup> Wulandari and Rimadani, pp. 77–81.

<sup>21</sup> Mu'adil Faizin, 'Digital Employment Contract Practices (Contentpreneur – Mediapreneur) Media Industry in Indonesia', *Jurnal Hukum Dan Kenotariatan*, 7.4 (2023), 226–38 (pp. 226–38) <<https://doi.org/10.33474/HUKENO.V7I4.20802>>.

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<sup>22</sup> Darja Reuschke, Nick Clifton, and Michael Fisher, 'Coworking in Homes – Mitigating the Tensions of the Freelance Economy', *Geoforum*, 119 (2021), 122–32 <<https://doi.org/https://doi.org/10.1016/j.geoforum.2021.01.005>>.

<sup>23</sup> Wulandari and Rimadani, pp. 1–7.

- 1) work that is expected to be completed in the not-too-distant future.
  - 2) work of a seasonal nature or
  - 3) work related to new products, new activities, or additional products still under trial or exploration.
- b. PKWT based on the completion of specific work as referred to in Article 4 paragraph (1) point b is made for particular work, namely:
- 1) work that is once completed; or
  - 2) temporary work.
- c. In addition to particular work as referred to in paragraph 1 and paragraph 2, PKWT can be carried out on specific other jobs whose type and nature or activities are not permanent

The provisions mentioned above do not clearly and in detail regulate *freelance workers*. However, Article 5, paragraphs 2 and 3 of PP 35/2021 have a similar and or similar meaning to the status of *freelance* workers, which is regulated regarding work that is once completed and temporary, as well as specific other jobs whose types and nature or activities are not permanent.

The provisions regarding this type of work are further regulated in Article 9 and Article 10 of PP 35/2021, where Article 9 of PP 35/2021 stipulates that:

- a. PKWT is based on the completion of a particular work, as referred to in Article 5, and paragraph 2 is based on the parties' agreement as stated in the Work Agreement.
- b. The agreement of the parties, as referred to in paragraph 1, contains:

- 1) the scope and limits of a work declared complete and
  - 2) The time needed to complete a job is adjusted to the completion of a job.
- c. If specific work agreed in PKWT can be completed faster than the agreed length of time, as referred to in paragraph 2 letter b, the PKWT is terminated by law at completion.
- d. If specific work agreed in the PKWT cannot be completed according to the agreed length of time as referred to in paragraph 2 letter b, the period of PKWT is extended to a specific time limit until the completion of the work.

The working period of the Worker/Laborer in the case of an extension of the PKWT period, as referred to in paragraph (4), shall still be calculated since the occurrence of the Employment Relationship based on the PKWT.

## 2. Analysis of the Rights and Obligations of Freelance Workers

Today's technological era offers many job opportunities for each individual, and with these opportunities, many people are certainly helped get sustenance. We know several designations as "odd" workers on today's digital technology platforms, namely Freelance<sup>24</sup>.

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<sup>24</sup> M. Muhsin, pp. 56–69.

Freelance workers work independently, without being bound by work agreements, company regulations, or joint work regulations with service users. Freelance workers usually work part-time, according to the needs and agreements with service users. Freelancers can come from various fields, such as design, writing, translation, web development, etc.<sup>25</sup>.

According to data from the Central Statistics Agency (BPS), the number of freelance workers in Indonesia will reach 34 million by 2024. This figure dominates 24 per cent of the total labour force in Indonesia, which amounts to 141 million people in February 2024. The number of freelance workers increased by 4.32 million compared to August 2020, which reached 29.68 million people. This increase shows a significant trend in the workforce shifting towards more flexible and independent work<sup>26</sup>.

The legal status of freelance workers in Indonesia has not been explicitly regulated by law. Freelance workers are not included in the definition of workers or labourers regulated in Law Number 13 of 2003 concerning Manpower (Manpower Law). According to Article 1 Point 3 of the Manpower Law, a worker or labourer is any person who works by receiving wages or other forms of compensation.

Meanwhile, according to Article 1 number 14 of the Manpower Law, wages are workers' rights received and expressed

in the form of money in return from employers or employers to workers who are determined and paid according to a work agreement, agreement, or legislation, including benefits for workers and their families for a job and service that has been or will be done.

Conditions	Description
The primary rights of freelancers	Freelancers are entitled to receive wages or honorariums following the agreement made.
Right to compensation for expiration of PKWT	Freelancers are entitled to compensation at the end of PKWT following Article 16 paragraph (1) of PP No. 35/2021.
BPJS registration obligation	Employers are required to register their workers with BPJS following Law No. 24/2011, Article 15 paragraph (1).
Administrative sanctions against employers	Employers who do not comply with BPJS registration obligations may be subject to administrative sanctions, including fines, following Law No. 24/2011, Article 17 paragraph (2).
Types of Freelancer Employment Agreements	There is an oral and written employment agreement, with the obligation of a written agreement following Law No. 6/2023, Article 57 paragraph (1).
Terms of daily agreement (PKWT)	The daily agreement must contain the company's name, worker, type of work, and wage amount, according to PP No. 35/2021, Article 11.
Daily work limits for daily appointments	Daily work is work for less than 21 days in 1 month, according to PP No. 35/2021, Article 10 paragraph (3).

<sup>25</sup> Reuschke, Clifton, and Fisher, pp. 122–28.

<sup>26</sup> 'Infografis - Badan Pusat Statistik Indonesia' <<https://www.bps.go.id/id/infographic>> [accessed 30 May 2024].

Daily agreement deletion	If the daily work is more than 21 days in 3 consecutive months, the daily agreement is no longer valid, according to PP No. 35/2021, Article 10 paragraph (4).
Social security rights	Freelancers are entitled to social security, including accident and death, following applicable laws and regulations.
Terms of daily labour wages	The daily wage is calculated based on the number of working days in a week divided by 25 or 21, according to PP No. 36/2021, Article 17.
The basis for calculating daily wages	According to PP No. 36/2021, Article 23 paragraph (3), daily wages must not exceed the local minimum wage.
Rules for imposing income tax	PPh 21 is imposed on freelancers with a minimum income of Rp4,500,000 per month or Rp300,000 per day, according to applicable tax regulations.

In the context of Law Number 6 of 2023 concerning Job Creation, there are significant changes in labour regulations in Indonesia. The Job Creation Law introduces new flexibility in employment relations but does not explicitly regulate the status or rights of freelance workers. This creates legal uncertainty for freelance workers because they are not given the same protections as formal workers, such as minimum wage, working hours, leave, social security, and occupational safety and health protection<sup>27</sup>. Governments and legislators need to consider developing a legal framework that regulates explicitly freelance workers rights, obligations, and protections f

Therefore, there is a need for revisions or changes in more inclusive labour regulations to accommodate the status and rights of freelance workers specifically. This step is essential to ensure that all workers, including freelance workers, get adequate

legal protection following applicable labour principles.

The unexplicit regulation of freelance workers in the Manpower Law and the Job Creation Law shows the need for a deeper interpretation of the law and an inclusive approach to labour protection in Indonesia. In this study, efforts are needed to develop comprehensive and transparent regulations for freelance workers, given their increasingly significant contribution to the modern labour market<sup>28</sup>.

Even though they do not have a clear legal status, freelance workers still have rights and obligations in carrying out their work. The rights and obligations of freelancers are determined by the service agreement made between freelancers and service users. This service agreement

<sup>27</sup> M. Muhsin, pp. 56–60.

<sup>28</sup> Alan Felstead and Golo Henseke, 'Assessing the Growth of Remote Working and Its Consequences for Effort, Well-Being and Work-Life Balance', *New Technology, Work and Employment*, 32.3 (2017), 195–212 <<https://doi.org/10.1111/ntwe.12097>>.



can be written or oral, depending on the parties' agreement. This service agreement must regulate essential matters, such as scope of work, time limits, honorarium or fees, responsibilities, sanctions, and dispute resolution<sup>29</sup>.

In doing a job, freelance workers have the right to get honorarium or fees following the agreement and work done, get complete and transparent information about the work requested by service users, get legal protection in case of disputes or violations of service agreements by service users, and get the freedom to determine the time, place, and way of working following their work.

In addition to obtaining their rights, freelance workers certainly have obligations like a worker in general, namely doing work following the scope, quality, and time limits agreed with service users, maintaining confidentiality and copyright for the work done, unless there is another approval from service users, responsible for the work done, including if something goes wrong, loss, or negligence, and pay income tax following applicable regulations.

Recent research shows that freelancers in Indonesia face various challenges related to legal protection and job security. Freelancers often do not get adequate protection for their service agreements with service users. This resulted in many disputes related to the payment of honorarium or fees, terms of working time, and responsibility for work.

There is no firmness in the provision of a decent wage	Laws and regulations often do not clarify a living wage for casual daily workers in Indonesia.
There is no room for negotiation for complaints.	There is no precise mechanism or room for negotiation between freelancers and employers to resolve complaints.
There is no clause related to the amount of salary in the agreement	Employment agreements often do not include clear clauses regarding the salary that freelance daily workers receive.
Low compliance with employment agreements	Casual daily workers do not always comply with the regulations stated in the signed work agreement.
Lack of understanding of workers' rights	Casual day labourers often lack understanding of the rights they are supposed to get, such as the right to compensation when laid off or an appropriate salary.
Absence of socialization related to workers' rights	The government has not conducted sufficient socialization to casual daily workers regarding the rights they obtain according to applicable laws.
Resignation to the terms of the agreement	Casual daily workers tend to surrender to the terms of the agreement without trying to fight for their rights.
There is no compensation when the relationship agreement ends	No compensation is given to casual day labourers when the contractual relationship ends.

<sup>29</sup> Guillermo Gallacher and Iqbal Hossain, 'Remote Work and Employment Dynamics under COVID-19: Evidence from Canada', *Canadian Public Policy*, 46.1 (2020), S44–54 <<https://doi.org/10.3138/CPP.2020-026>>.

Freelancers also have difficulty gaining access to complete and transparent information about the work requested by service users, so there is often a mismatch in understanding between the two parties regarding job expectations. In addition, the unclarity of their legal status impacts the protection of intellectual property rights and copyrights for the work they produce.

In this context, it is crucial to develop more inclusive regulations for freelance workers, which include explicit legal protections for service agreements, fair income rights, and adequate social security. This step will increase freelance workers' legal certainty and welfare in Indonesia.

From the perspective of Islamic economic law, the concept of a service agreement between freelance workers and service users needs to be analyzed. The principles of justice (*al-'adalab*) and balance (*al-mizān*) are fundamental in Islamic economic law<sup>30</sup>. The Qur'an teaches the principle of justice in transactions, as in Surah Al-Hujurat [49:9]<sup>31</sup>:

*"And if two classes of believers fight, then reconcile between them. However, if one of the two transgresses against the other, then fight the transgressor so they return to God's commandment. Then if they return, reconcile between them justly and do wonder, verily God likes those who do justly."*

This verse affirms the importance of fairness in resolving disputes, including in the context of employment agreements. This principle is also emphasized in the hadith of Prophet Muhammad (peace

be upon him), which says, "There is no legitimate transaction except with the pleasure of both parties" (HR. Ibn Majah)<sup>32</sup>.

The rules of mu'amalah jurisprudence, such as those of "*al-'uqud bi al-ta'rif*"<sup>33</sup> (covenants based on clear definitions) and "*al-muwazānah*" (balances), can be applied to ensure that the agreements are fair and equitable. Scholars of the four schools (Hanafi, Maliki, Shafi'i, and Hanbali) have developed these principles to ensure that every transaction or agreement meets the principles of fairness and balance.

Freelance workers are entitled to wages (honorarium or fees) following the work done, which must be paid following the agreement. They are also entitled to legal protection from disputes or violations of service agreements, following the principle of justice emphasized in Sharia economic law.

The obligations of freelance workers, such as maintaining the confidentiality of information and copyright and being responsible for the work done, align with the values of justice and responsibility in sharia economic law. The income tax that freelance workers must pay is also an obligation that must be fulfilled following applicable regulations.

## • Conclusion

Based on the analysis of legal protection and constraints faced by freelancers in Indonesia, as well as the context conveyed

<sup>30</sup> Abd. Rozaq, 'Studi Komparatif Lafadz Al-Adlu Dan Al-Qisthu Dalam Perspektif Al-Qur'an', *Journal of Family Studies*, 3.4 (2019), 1–14 (pp. 1–9).

<sup>31</sup> M. Quraish Shihab, *Tafsir Al-Misbab (Kesan, Pesan Dan Keserasian Al-Qur'an) Jilid 13, Lentera Hati*, 2000, XIII, pp. 226–64 <<https://www.ptonline.com/articles/how-to-get-better-mfi-results>>.

<sup>32</sup> Muhammad Nashiruddin Al Albani, *Shahib Sunan Ibnu Majah*, 3 (Pustaka Azzam, 2007) <<https://books.google.co.id/books?id=syKnnQAACAAJ>>.

<sup>33</sup> Ihsan Helmi Lubis and others, 'THE PILLARS AND CONDITIONS OF A CONTRACT IN MUAMALAT TRANSACTIONS', *Mu'amalah: Jurnal Hukum Ekonomi Syariah*, 2.1 (2023), 15–32 <<https://doi.org/10.32332/MUAMALAH.V2I1.6983>>.

regarding the difficulty of accessing information and unclear legal status, it is seen that the development of more inclusive regulations is urgently needed. These regulations should include clear legal protection of service agreements, fair income rights, and adequate social security. This step is expected to increase legal certainty and the welfare of freelancers. From the perspective of Islamic economic law, the principles of fairness and balance are very relevant and can be implemented to ensure that agreements between freelancers and service users are fair and equitable. Freelancers are entitled to wages appropriate to their work, legal protection from treaty disputes, and responsibilities that follow the rules of muamalah jurisprudence. Thus, increased understanding and implementation of these principles are expected to protect freelancers' rights in Indonesia better.

• **Bibliography**

Abdianti, Dini, Anisa Restu, Sholahuddin Al, Ayyubi Uin, Sjech M Djamil, and Djambek Bukittinggi, 'KONSEP KEBIKAN MONETER DALAM PERSPEKTIF EKONOMI ISLAM', *Mu'amalah: Jurnal Hukum Ekonomi Syariah*, 2.2 (2023), 263–76  
<<https://doi.org/10.32332/MUAMALAH.V2I2.7042>>

Albani, Muhammad Nashiruddin Al, *Shabih Sunan Ibnu Majah*, 3 (Pustaka Azzam, 2007)  
<<https://books.google.co.id/books?id=syKnnQAACAAJ>>

Alwi, Zulfahmi, Rika Dwi Ayu Parmitasari, and Alim Syariati, 'An Assessment on Islamic

Banking Ethics through Some Salient Points in the Prophetic Tradition', *Heliyon*, 7.5 (2021), e07103  
<<https://doi.org/10.1016/j.heliyon.2021.e07103>>

Brender, Jytte, 'Descriptions of Methods and Techniques', in *Handbook of Evaluation Methods for Health Informatics*, ed. by Jytte Brender (Burlington: Academic Press, 2006), pp. 73–225  
<<https://doi.org/10.1016/b978-012370464-1.50007-1>>

Cropanzano, Russell, and Meredith Lehman, 'What Henri Fayol Couldn't Know: Managing Gig Workers in the New Economy', *Organizational Dynamics*, 52.4 (2023), 101010  
<<https://doi.org/10.1016/J.ORGDYN.2023.101010>>

Faizin, Mu'adil, 'Digital Employment Contract Practices (Contentpreneur – Mediapreneur) Media Industry in Indonesia', *Jurnal Hukum Dan Kenotariatan*, 7.4 (2023), 226–38  
<<https://doi.org/10.33474/HUKENO.V7I4.20802>>

Felstead, Alan, and Golo Henseke, 'Assessing the Growth of Remote Working and Its Consequences for Effort, Well-Being and Work-Life Balance', *New Technology, Work and Employment*, 32.3 (2017), 195–212  
<<https://doi.org/10.1111/ntwe.12097>>

Gallacher, Guillermo, and Iqbal Hossain, 'Remote Work and Employment Dynamics under COVID-19: Evidence from Canada', *Canadian Public Policy*, 46.1 (2020), S44–54  
<<https://doi.org/10.3138/CP.2020-026>>

- Giuliani-Dewig, Hayden K., Gena R. Gerstner, Johna K. Register-Mihalik, J. Troy Blackburn, Darin A. Padua, John A. Staley, and others, 'The Feasibility of Workload Monitoring among Law Enforcement Officers: A Multi-Methodological Approach', *Applied Ergonomics*, 116 (2024), 104212  
<<https://doi.org/10.1016/j.apergo.2023.104212>>
- 'Infografis - Badan Pusat Statistik Indonesia'  
<<https://www.bps.go.id/id/info-graphic>> [accessed 30 May 2024]
- Khan, Fareeha Sami, Afraz Hussain Majeed, and M Khalid, 'Integrating Freelance Models with Fractional Derivatives, and Artificial Neural Networks: A Comprehensive Approach to Advanced Computation', *Helijon*, 10.9 (2024), e30051  
<<https://doi.org/https://doi.org/10.1016/j.helijon.2024.e30051>>
- Lubis, Ihsan Helmi, Uin Syekh, Ali Hasan, and Ahmad Addary Padangsidimpuan, 'THE PILLARS AND CONDITIONS OF A CONTRACT IN MUAMALAT TRANSACTIONS', *Mu'amalah: Jurnal Hukum Ekonomi Syariah*, 2.1 (2023), 15–32  
<<https://doi.org/10.32332/MUAMALAH.V2I1.6983>>
- M. Muhsin, 'Legal Protection for Indonesian Freelance Workers in Law Number 11 of 2020 Concerning Work Creation: Analysis of Changes in Legal Protection for Freelance Workers in Indonesia after the Omnibus Law', *International Journal of Law and Politics Studies*, 3.2 (2021), 56–64  
<<https://doi.org/10.32996/ijlps.2021.3.2.8>>
- Mitchell, Matthew, 'Analyzing the Law Qualitatively', *Qualitative Research Journal*, 23.1 (2022), 102–13  
<<https://doi.org/10.1108/QRJ-04-2022-0061>>
- Musgrove, Jan, 'Working as Freelance', in *Make-Up, Hair and Costume for Film and Television*, ed. by Jan Musgrove, Media Manuals (Oxford: Focal Press, 2002), pp. 20–21  
<<https://doi.org/10.1016/b978-0-240-51660-8.50009-7>>
- Norbäck, Maria, and Alexander Styhre, 'Making It Work in Free Agent Work: The Coping Practices of Swedish Freelance Journalists', *Scandinavian Journal of Management*, 35.4 (2019), 101076  
<<https://doi.org/https://doi.org/10.1016/j.scaman.2019.101076>>
- Nur Saniah, Abdulloh, 'Prinsip-Prinsip Dasar Hukum Islam Perspektif Al-Quran', *Al-Kaunyah*, 3.2 (2022), 1–17  
<<https://doi.org/10.56874/alkaunyah.v3i2.1077>>
- Rahmi Gettari, Trie, and Sri Arnetti, 'PERLINDUNGAN PEKERJA DITINJAU DARI KONSEP HUBUNGAN KERJA PASCA BERLAKUNYA UNDANG-UNDANG CIPTA KERJA', *Journal of Suara Justisia*, 7.2 (2023), 709–21  
<<https://creativecommons.org/licenses/by/4.0/https://swarajustisia.unespadang.ac.id/index.php/UJSJ/indexDOI:https://doi.org/10.31933/ujsj.v7i2>>
- Reuschke, Darja, Nick Clifton, and Michael Fisher, 'Coworking in Homes – Mitigating the Tensions of the Freelance Economy', *Geoforum*, 119 (2021), 122–32

- <<https://doi.org/https://doi.org/10.1016/j.geoforum.2021.01.005>>
- Rozaq, Abd., 'Studi Komparatif Lafadz Al-Adlu Dan Al-Qisthu Dalam Perspektif Al-Qur'an', *Journal of Family Studies*, 3.4 (2019), 1–14
- Savira, Fitria, and Yudi Suharsono, 'Tinjauan Yuridis Pekerja Freelance Berdasarkan Prinsip Keadilan', *Journal of Chemical Information and Modeling*, 01.01 (2013), 1689–99
- Shihab, M. Quraish, *Tafsir Al-Misbah (Kesan, Pesan Dan Keserasian Al-Qur'an) Jilid 13, Lentera Hati*, 2000, XIII  
<<https://www.ptonline.com/articles/how-to-get-better-mfi-results>>
- Suniapriyly, Firstnandiar Glica Aini, and Rahayu Subekti, 'Comparison of Law Number 13 Year 2003 Concerning Labor With Law Number 11 of 2020 Concerning Working Creation Toward Severance Pay For Labor', *International Journal of Business, Economics and Law*, 24.2 (2021), 162–70
- Syahranni, Aura, Dita Cahyani Sudirman, Halimah Citra Negoro, Nabila Alya, Nadila Khairunnisa, Salsabilla Putri Alaika, and others, 'Perlindungan Hukum Terhadap Pekerja Harian Lepas Pada Perusahaan Yang Bergerak Dalam Bidang Logistik', *JRP: Jurnal Relasi Publik*, 1.2 (2023), 251–62
- Wulandari, Anindia, and Putri Rimadani, 'Analisis Perubahan Undang-Undang Ketenagakerjaan Terhadap Undang Undang Cipta Kerja Klaster Perjanjian Kerja Waktu Tertentu', *Deposisi: Jurnal Publikasi Ilmu Hukum*, 2.1 (2024), 77–85
- Yan, Miaomiao, Qin Hai Ma, and Lixuan Zhang, 'Why Do Freelance Tour Guides Still Stay after the Attack of COVID-19 : A Path-Dependent Perspective', *Journal of Hospitality and Tourism Management*, 56 (2023), 31–39  
<<https://doi.org/https://doi.org/10.1016/j.jhtm.2023.05.021>>

# An Analysis Of Employment Termination For Freelance Workers: A Justice Approach From Islamic Economic Law

*by Asas Jurnal Hukum Ekonomi Syari'ah*

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**Submission date:** 02-Aug-2024 01:50PM (UTC+0700)

**Submission ID:** 2426175499

**File name:** 1.\_Mu\_adil\_sdah\_1-13.docx (137.29K)

**Word count:** 4621

**Character count:** 27332

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