

## An Analysis of Employment Relations in the Saree Chips Home Industry: Based on the Concept of *Ijarah 'Ala Al-'Amal*

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### Abstract

This study examines the practice of employment relations in the Saree chip home industry, Aceh Besar, which shows a mismatch with the principles of *ijarah ala al-'amal* contracts in Islamic economic law. The main issue identified is the unilateral termination of employment without any deliberation mechanism or opportunity for workers to defend themselves. Such termination occurs while the employment contract is still valid, resulting in injustice and contradicting the principle of worker protection in Islam. Another problem that arises is the absence of employer responsibility in the event of workplace accidents. Risky working conditions, combined with the use of equipment and machinery, increase the likelihood of accidents. However, workers receive no guarantees or responsibility from employers for incidents they experience. This phenomenon highlights the gap between the theory of *ijarah ala al-'amal* contracts, which emphasize justice, the balance of rights and obligations, and worker protection, and the reality of practices in the field. This study uses a qualitative descriptive-analytical approach with observation and interview methods. The findings show that employment relations in practice remain informal, without clear written agreements, thereby creating opportunities for injustice. Normatively, *ijarah ala al-'amal* contracts require contractual clarity, protection of workers' rights, and employer responsibility for occupational risks. Therefore, there is a need to reconstruct the employment system in the Saree chip home industry to align more closely with sharia principles, particularly in terms of legal certainty, justice, and worker safety protection.

**Keywords:** *Ijarah 'Ala Al-'Amal* Contract, Employment Relations, Workplace Accidents, Home Industry.

### Introduction

The home-based cassava chips industry in Saree, Aceh Besar, represents a long-established local economic activity that has developed over several decades and relies heavily on household labor in the production process. As a micro-scale and informal business, employment relations within this sector are commonly based on oral agreements or local customs. Consequently, the structure of labor relations, including rights and obligations as well as dispute resolution mechanisms, is rarely documented or standardized in written form. This condition creates legal vulnerability and opens space for labor management practices that lack adequate formal protection.

One recurring phenomenon in labor relations within the Saree cassava chips home industry is unilateral termination of employment by business owners. Such

dismissals have become routine, sometimes occurring on a monthly basis, without due consideration for deliberation, the worker's right to defense, or fair procedural mechanisms. These terminations are often triggered by internal disputes, such as interpersonal conflicts or accusations among workers. Since termination occurs while the employment contract is still in effect, such actions may be regarded as a violation of the employer's obligation to maintain the continuity of the contract and to protect workers' rights during its validity. This practice not only creates uncertainty for workers but also raises serious concerns regarding violations of rights that should be guaranteed within a sharia-based employment relationship. From the perspective of Islamic economic law, the contract of *ijarah 'ala al-'amal* embodies principles of justice and protection; therefore, unilateral termination contradicts the spirit of the contract, which aims to safeguard workers from arbitrary treatment.

In *fiqh mu'amalah*, the *ijarah 'ala al-'amal* contract requires clarity in its essential elements, including the object of work, agreed conditions, and wages, as well as adherence to principles of justice and mutual responsibility. Unilateral termination without clear justification and without corrective procedures—such as consultation, warning, or dispute resolution—potentially violates the foundational principles of justice underlying *ijarah*. Hence, such practices warrant critical examination to assess the extent to which labor relations in the Saree cassava chips home industry deviate from the normative provisions of the contract.

Beyond the issue of unilateral termination, workers in the Saree home industry are also exposed to a high risk of occupational accidents during the production process. These risks stem from hazardous working environments and the use of equipment prone to causing injuries, including cutting tools, containers filled with hot liquids, oil spills, slippery floors, and non-standard electrical installations. Limited supervision and the absence of occupational safety procedures further exacerbate the likelihood of workplace accidents. Ironically, when such accidents occur, business operators often fail to provide adequate responsibility or compensation, placing workers in a vulnerable position both physically and economically.

This situation highlights a significant gap between actual practices in the field and the principles of Islamic law that are intended to protect workers. The *ijarah 'ala al-'amal* contract requires certainty regarding rights and obligations, not only in terms of wages but also concerning safety and protection throughout the duration of the contract. Fundamental principles of *fiqh mu'amalah* emphasize that every transaction must generate benefit (*maslahah*) and prevent harm to the parties involved.

Accordingly, when workers suffer occupational accidents due to negligence or the absence of protective measures by employers, such conditions constitute a violation of the principle of justice inherent in the *ijarah* contract. Workers, as providers of labor, are entitled to protection guarantees, while employers bear moral and legal responsibility to assume risks arising from work-related activities.

Based on these issues, this study seeks to examine labor relations practices within the Saree cassava chips home industry in Aceh Besar by assessing their conformity with the principles of *ijarah 'ala al-'amal*. Within the framework of Islamic economic law, this contract requires justice (*'adl*), mutual consent through valid pillars and conditions, clarity of wages (*ujrah*), clearly defined work (*'amal*), and responsibility for agreed-upon risks. When employment arrangements address only labor and wages while neglecting workers' rights in cases of unilateral termination or workplace accidents, the contract fails to fulfill the principle of justice. Therefore, this research contributes not only to the theoretical development of contemporary *fiqh mu'amalah* studies but also offers practical insights for home industry actors in Saree, Aceh Besar, to better uphold principles of justice, fairness, and worker protection in accordance with Islamic teachings.

### Research Method

This study employs a qualitative research method. A qualitative approach is used to examine contemporary conditions, ideas, and social phenomena as they occur in the present context. Specifically, this research adopts a descriptive-analytical approach to systematically and accurately describe labor relations practices within the Saree cassava chips home industry in Aceh Besar, as well as regulatory and normative provisions concerning the protection of workers' rights. The data were obtained through interviews and subsequently analyzed from the perspective of Islamic economic law, particularly the contract of *ijarah 'ala al-'amal*.

The data analysis technique applied in this study is descriptive analysis. Data were collected through interviews and documentation. During the data collection process, the researcher utilized mobile phones as communication tools, writing instruments to record interview results, and various documents and information relevant to the research topic.

This study adopts an empirical juridical approach, which combines normative legal analysis with the collection of primary data obtained directly from the field through interviews. The empirical juridical analysis aims to examine in depth labor relations practices within the Saree cassava chips home industry in Aceh Besar from the perspective of Islamic economic law, particularly with regard to contractual clarity, the protection of workers' rights, and employers' responsibility for work-related risks.

Primary data were obtained through field research conducted using interview methods, while secondary data were collected through library research, including books, academic journals, and previous research reports. The study also draws upon relevant theories to strengthen the analysis, especially those concerning the concept of *ijarah 'ala al-'amal* as the legal foundation governing employment relationships.

## Results and Discussion

### Employment Relations under the *Ijarah 'Ala al-'Amal* Contract

Employment relations based on the *ijarah 'ala al-'amal* contract represent one form of contractual arrangement in Islamic law that focuses on the utilization of human labor or services in exchange for compensation. Terminologically, *ijarah* refers to compensation for the benefit derived from something, and when the object of the contract is labor or skill, it is referred to as *ijarah 'ala al-'amal*. Unlike leasing tangible assets (*ijarah 'ala al-a'yan*), this type of contract designates services as the object of the agreement, thereby requiring clarity regarding the scope of work, duration of employment, and the mechanism for remuneration (Hamsa et al., 2023). Classical *fiqh* scholars emphasize that the validity of this contract must be grounded in mutual consent (*tarāḍin*), clarity, and justice between the contracting parties to prevent potential disputes in the future.

The legal basis for the application of *ijarah 'ala al-'amal* is strongly established in the Qur'an, the Hadith, and *fiqh* principles. In Islamic teachings, fulfilling contractual promises is an obligation that must not be neglected, whereas breaching agreements is regarded as a form of betrayal or contractual default. The Qur'an explicitly addresses this principle in Surah al-Isrā' (17):34:

وَأَوْفُوا بِالْعَهْدِ إِنَّ الْعَهْدَ كَانَ مَسْئُولًا ...

The verse means: "...And fulfill every commitment, for indeed every commitment will be called to account."

Islam provides clear guidance regarding work ethics in earning a livelihood. Every individual who engages in work is not only obligated to perform their duties properly but is also entitled to protection in their employment and to the rights inherent in the employment relationship. Accordingly, the fulfillment of work-related commitments in Islam extends beyond mere formal agreements; it reflects moral values, justice, and responsibility, all of which will ultimately be accounted for before Allah.

One of the prophetic traditions that serves as a fundamental reference in this regard is as follows:

الْمُسْلِمُونَ عَلَى شُرُوطِهِمْ إِلَّا شَرْطًا حَرَّمَ حَلَالًا أَوْ أَحَلَّ حَرَامًا

The hadith means: "Muslims are bound by the conditions they agree upon, except for a condition that makes what is lawful unlawful or makes what is unlawful lawful." (Reported by Abu Dawud no. 3594, al-Tirmidhi no. 1352, and Ibn Majah no. 2353).

Based on this hadith, every contractual condition that does not contradict Islamic law must be fulfilled and respected. Failure to comply with agreed conditions may render a contract invalid or give rise to an obligation to provide compensation.

Furthermore, the fiqh maxim *al-muslimūn 'alā shurūṭihim* (Muslims are bound by the conditions they agree upon) affirms that all agreements made within an employment contract are legally binding as long as they do not violate sharia principles. Accordingly, provisions concerning duration of work, wage levels, and termination procedures must be respected by both parties.

In fiqh discourse, *ijarah 'ala al-'amal* has specific pillars (*arkān*) and conditions (*shurūṭ*) that must be fulfilled for the contract to be valid and binding. These pillars consist of four main elements:

- (1) *'āqidān* (the contracting parties, namely the employer (*musta'jir*) and the worker (*ajīr*));
- (2) *ṣighah* (offer and acceptance);
- (3) *ma'qūd 'alayh* (the object of the contract in the form of services or labor); and
- (4) *ujrah* (wages or remuneration).

The validity conditions accompanying these pillars include the legal capacity of both parties, clarity of the scope of work, certainty of wage determination, and freedom from coercion and deception. In contemporary contexts, written contracts are considered stronger due to their evidentiary value in the event of disputes. Ambiguity regarding wages or assigned tasks may result in *gharar*, which is prohibited in Islam because it generates uncertainty and potential injustice.

Therefore, employment relations under *ijarah 'ala al-'amal* should be clearly regulated in written form to ensure legal certainty, worker protection, fairness in wage payment, and dispute resolution mechanisms aligned with sharia principles. Such regulation not only benefits workers but also protects employers from unilateral claims in the future. In employment relations based on *ijarah*, the principle of justice (*al-'adl*) occupies a fundamental position. Justice in this context encompasses distributive justice, namely proportionality between labor performed and wages received, as well as procedural justice through fair dispute resolution mechanisms prior to unilateral actions.

Violations of justice within employment contracts may be categorized as *ẓulm* (injustice), which contradicts the objectives of *maqāṣid al-sharī'ah*, particularly the protection of life (*ḥifẓ al-nafs*) and property (*ḥifẓ al-māl*). From a *maqāṣid* perspective, employment contracts in Islam are not merely instruments for economic exchange but also mechanisms to safeguard workers' dignity from exploitation and oppression. Occupational safety protection, wage certainty, and compensation for unlawful termination represent concrete implementations of these objectives.

In Indonesia, *ijarah 'ala al-'amal* is further reinforced by regulations within the Compilation of Sharia Economic Law (*Kompilasi Hukum Ekonomi Syariah* – KHES), which serves as positive legal guidance for resolving sharia economic disputes. KHES regulates contractual capacity, clarity of object, the obligation to determine wages, and the prohibition of contract termination before its expiration unless justified by sharia-

based reasons. Its provisions also emphasize that when a contract is terminated prematurely, workers retain the right to wages for work already performed and may claim compensation for losses incurred.

Accordingly, employment relations under *ijarah 'ala al-'amal* are not merely agreements exchanging labor for wages but contracts imbued with values of justice, legal certainty, and protection of workers' fundamental rights. The normative foundations derived from the Qur'an, hadith, fiqh maxims, and *maqāsid al-sharī'ah* affirm that valid employment practices in Islam must ensure benefit and certainty for both parties while preventing injustice in the form of unilateral termination, delayed wages, or neglect of occupational safety.

### **Employment Agreements in the Saree Cassava Chips Home Industry**

Field findings indicate that employment agreements in the Saree cassava chips home industry remain informal and simple, as they are not embodied in written contracts nor accompanied by detailed explanations of rights, obligations, and work-related consequences. Recruitment occurs directly and practically, without administrative procedures or formal interviews. Prospective workers are immediately allowed to work and learn through guidance from fellow workers. This reflects the absence of a structured labor management system in recruitment, training, and supervision.

Workers' rights in this employment relationship are limited to wage payment and daily meals provided during working hours. Regarding wage systems, workers are divided into two categories: daily piece-rate workers and monthly permanent workers. Piece-rate workers receive wages upon completion of tasks, with amounts depending on production output, such as the volume of processed chips per day. Monthly workers receive fixed wages at the end of each month. Workers' obligations include performing assigned tasks, complying with working hours, maintaining production quality, and obeying internal rules. Failure to meet standards may result in warnings or immediate dismissal without deliberation.

In practice, work-related consequences are not explained at the outset, leaving workers uncertain about sanctions for violations. As a result, penalties are often imposed unilaterally based on the employer's subjective assessment. Consequently, the employment system can be categorized as an imperfect *ijarah* contract from a sharia perspective due to the lack of transparency, contractual clarity, and worker protection. Improvements are needed through written contracts specifying rights, obligations, wages, working hours, and legal consequences of violations to ensure justice in accordance with Islamic economic law.

### **Termination of Employment Practices in the Saree Cassava Chips Home Industry**

Termination of employment under *ijarah 'ala al-'amal* is a sensitive issue as it affects workers' livelihoods and contractual continuity. By nature, *ijarah* is binding

(*luzūm*) and cannot be terminated unilaterally without sharia-justified reasons. Legitimate reasons include severe illness preventing performance, serious contractual breaches, or force majeure. Unilateral termination beyond these grounds constitutes *zulm*.

Field observations show that employment relations remain oral or customary, leaving workers vulnerable during disputes. Terminations are carried out unilaterally without deliberation or defense opportunities. This contradicts Islamic legal principles and KHES Article 301, which prohibits arbitrary termination and guarantees wage rights and compensation. Interviews reveal frequent dismissals due to misunderstandings or internal conflicts, often occurring monthly.

In *ijarah*, employers are obligated to maintain contractual continuity unless severe violations occur. Termination based on personal disputes contradicts justice principles. Workers retain rights to wages already earned and compensation for losses, supported by KHES and the fiqh maxim *al-ghunm bi al-ghurm* (gain accompanies risk). Islam also emphasizes dispute resolution through deliberation (*shūrā*) and reconciliation (*ṣulh*), which are absent in current practices.

This situation reflects power imbalances disadvantaging workers. Implementing simple written contracts aligned with *ijarah* principles would enhance justice, legal certainty, and compliance with Islamic and Indonesian law.

### **Employer Risk Liability toward Workers in the Saree Cassava Chips Home Industry**

Risk liability in *ijarah 'ala al-'amal* is fundamental to balancing rights and obligations between employer (*musta'jir*) and worker (*ajir*). Employers must bear risks arising from work, especially those caused by negligence. The fiqh maxim *lā ḍarar wa lā ḍirār* underpins protection against harm to oneself or others.

Workers have the right to occupational safety, while employers must provide safe environments. However, in Saree, workers face hazards from sharp tools, hot liquids, oil spills, slippery floors, and unsafe electrical installations. Employers do not provide safety training or personal protective equipment. Compensation is limited to uniform social assistance (IDR 200,000), regardless of injury severity.

Interviews revealed cases of severe workplace injuries requiring long recovery periods and self-funded medical expenses, resulting in reduced work capacity and income. Employers' responsibility should extend beyond emergency care to compensation for physical and economic losses. The absence of such accountability contradicts justice principles and Indonesian labor laws mandating occupational safety and social security.

Thus, production continuity cannot justify neglecting worker safety. Employers benefiting economically bear moral and legal obligations to protect workers. Ignoring these duties violates both positive law and sharia principles emphasizing justice, responsibility, and human dignity.

## Conclusion

Employment relations under *ijarah 'ala al-'amal* constitute a sharia-based contract emphasizing clarity, justice, and protection of both parties' rights. Principles of mutual consent, binding conditions, and *maqāsid al-sharī'ah* affirm workers' rights to wage certainty, occupational safety, and legal protection, while obligating employers to honor contracts until expiration. KHES strengthens this framework to prevent *gharar* and injustice.

However, employment termination practices in the Saree cassava chips home industry reveal violations of *ijarah* principles through unilateral dismissals without sharia justification, written contracts, deliberation, or compensation. Such practices undermine legal certainty, weaken workers' positions, and contravene justice principles embedded in Islamic and positive law.

Furthermore, risk liability in *ijarah* obliges employers to ensure worker safety, provide secure environments, and compensate work-related losses. The reality in Saree demonstrates a transfer of risk entirely onto workers, contradicting *lā ḍarar wa lā ḍirār*, *maqāsid al-sharī'ah*, and labor regulations. Consequently, these practices violate both Islamic justice principles and Indonesian labor law.

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