

## ANALYSIS OF WAGE DISTRIBUTION AMONG FACTORY WORKERS BOTTLED DRINKING WATER ACCORDING TO *IJÂRAH* 'ALA AL-'AMÂL CONTRACT: A Study at the Tera Factory in Seulimeum District

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### Abstract

The wage system is an important aspect of labour relations that directly affects workers' fairness and welfare. From an Islamic law perspective, wages are regulated through the *ijârah 'ala al-'amâl* contract, which emphasises clarity, fairness, and the protection of the rights and obligations of the parties. However, in practice, there are still differences in treatment and potential injustices in the wage system, particularly between daily and monthly workers. The main issue in this study lies in the mechanism of wage distribution for workers at the Tera Bottled Water Factory in Seulimeum District and the extent to which it complies with the principle of fairness in the *ijârah 'ala al-'amâl* contract. The research method is descriptive, analytical, and qualitative, with an empirical sociological approach, and is conducted through a literature review, in-depth interviews with workers, and field observations. The results show that daily workers do not receive wages when they do not work due to factory operational disruptions not caused by their negligence. In contrast, monthly workers still receive their basic wages. This practice has the potential to burden daily workers with operational risks and does not fully reflect the principle of fairness in the *ijârah 'ala al-'amâl* contract. Therefore, it is necessary to review the wage policy to make it more equitable and in line with Sharia values in employment relationships.

**Keywords:** Islamic Economic Law, *Ijârah 'Ala Al-'Amâl* Contract, Factory Workers, and Wage Distribution

### Abstrak

Penelitian ini mengkaji validitas perjanjian kerja yang didasarkan pada kesepakatan lisan dari perspektif *ijarah al-'amal*, suatu bentuk perjanjian kerja dalam hukum Islam. Di sektor informal, hubungan kerja sering kali dibentuk secara lisan, berdasarkan kepercayaan dan adat istiadat masyarakat, meskipun hal ini menimbulkan masalah hukum terkait bukti dan kejelasan hak serta kewajiban para pihak. Penelitian ini menggunakan metode yuridis normatif dengan pendekatan konseptual, mengacu pada tinjauan literatur fiqh klasik dan kontemporer, Al-Qur'an, hadis, serta undang-undang dan peraturan ketenagakerjaan. Hasil penelitian menunjukkan bahwa Islam memperbolehkan perjanjian kerja lisan asalkan perjanjian tersebut memenuhi syarat-syarat berikut: adanya pihak-pihak yang berkontrak, objek pekerjaan yang jelas, imbalan yang diketahui, dan kesediaan kedua belah pihak. Namun, perjanjian lisan yang mengandung unsur *gharar* (ketidakpastian) atau *zulm* (ketidakadilan) dapat membuat kontrak menjadi tidak sah berdasarkan prinsip moral dan hukum. Hadis Nabi Muhammad SAW yang melarang jual beli yang mengandung *gharar*, menekankan pentingnya kejelasan dalam setiap kontrak. Dalam konteks kontemporer, meskipun perjanjian lisan tetap sah berdasarkan prinsip *ijarah al-'amal*, catatan tertulis sangat dianjurkan untuk mencegah sengketa dan melindungi hak-hak pekerja. Oleh karena itu, konsep *ijarah al-'amal* memberikan legitimasi hukum bagi perjanjian lisan dan menekankan pentingnya keadilan, kejujuran, dan transparansi dalam hubungan kerja modern.

**Kata kunci:** Perjanjian kerja, perjanjian lisan, dan *ijarah al-'amal*

### INTRODUCTION

The wage system is a crucial aspect of industrial relations that affects workers' welfare and the economic and social stability of a community. In the context of Islamic economics, wages are regulated through the concept of *ijârah 'ala al-'amâl*, which is a service lease agreement involving the payment of wages for work or labour provided. This concept requires clarity, fairness, and certainty of rights and obligations for both parties, both the employer (*musta'jir*) and the worker (*ajir*). The phenomenon of wage inequality often arises in modern business practices, where wage systems are determined by market forces or internal company policies, without regard for principles of

distributive justice. This can lead to economic inequality, worker dissatisfaction, and even conflict.<sup>1</sup>

From the perspective of Islamic law, wages are not merely financial compensation, but also a reflection of respect for human dignity and contributions to production. Therefore, wages must be determined based on clear, fair agreements that do not disadvantage either party. This principle of fairness covers many aspects, including the appropriateness of wages relative to workload, expertise, time, and responsibility, as well as the protection of workers' rights under certain conditions.<sup>2</sup>

Several previous studies have shown that the *ijârah 'ala al-'amâl* contract has been widely studied in the context of wage fairness and worker protection from an Islamic economic perspective.<sup>3</sup> The application of fair *ijârah* requires a proportional sharing of risk between employers and workers, especially in operational conditions that are not caused by worker negligence. Several Muslim-majority countries, such as Malaysia and the Middle East, have implemented the principles of minimum wage protection and risk compensation for contract and daily workers to embody the value of justice in sharia-based employment contracts.<sup>4</sup>

The Tera factory in Seulimeum District, as a business entity operating in a Muslim-majority community, faces similar challenges in implementing a wage system for its workers. Initial observations reveal differences in treatment and wage schemes between daily and monthly workers, as well as certain policies related to absenteeism or operational disruptions that could cause injustice. For example, daily workers do not receive wages if they do not come to work, even if their absence is not due to negligence, such as factory machine damage. This condition raises questions about the extent to which the applicable wage system has met the standards of justice in *ijârah 'ala al-'amâl*.

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<sup>1</sup>Arresta Trimaya, 'Pemberlakuan Upah Minimum Dalam Sistem Pengupahan Nasional Untuk Meningkatkan Kesejahteraan Tenaga Kerja', *Aspirasi: Jurnal Masalah-Masalah Sosial* 5, no. 1 (2014): 11–20.

<sup>2</sup>Wesiur Riski, Ilham Maulana, and Mujibno Mujibno, 'Kompensasi Dan Tunjangan Dalam Perspektif Manajemen Syariah: Upaya Meningkatkan Keadilan', *AB-JOIEC: Al-Bahjah Journal of Islamic Economics* 1, no. 2 (2023): 68–77, <https://doi.org/10.61553/abjoiec.v1i2.35>.

<sup>3</sup>Muhammad Achyar, Chairul Fahmi, and Riadhus Sholihin, 'ISLAMIC LAW REVIEW OF MONOPOLY PRACTICES IN MODERN ECONOMICS', *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 5, no. 2 (2024): 288–308.

<sup>4</sup>Neni Hardiati, Fitriani, and Tia Kusmawati, 'Akad Ijarah Dalam Perspektif Fuqaha Serta Relevansinya Terhadap Perkembangan Ekonomi', *Socius: Jurnal Penelitian Ilmu-Ilmu Sosial* 1, no. 9 (2024): 187–96.

The local context of Seulimeum Subdistrict, Aceh Besar, provides a unique feature for this study, given the strong implementation of Islamic law in the region. This requires that every economic practice, including remuneration, be in line with Sharia values to obtain legitimacy and blessings. The gap between *ijârah* theory and practice in the field is an interesting research gap to explore.<sup>5</sup>

Through this research, it is hoped that policy recommendations will emerge that not only consider economic aspects but also the dimensions of social and spiritual justice. This aligns with the main objective of Sharia: creating *maslahah* (goodness) for humanity as a whole. The harmony between Islamic business ethics and worker welfare is the key to sustainable economic development.<sup>6</sup>

## RESEARCH METHOD

This research is a descriptive, analytical, qualitative study,<sup>7</sup> which aims to explain current conditions or events by providing a systematic, factual, and accurate description of the facts and relationships between the phenomena under investigation, particularly regarding fair wages for workers at the Tera bottled water factory according to the *ijârah 'ala al-'amâl* contract. The research approach used is empirical sociology, in which the researcher conducted direct observations and interviews with workers at the Tera Bottled Water Factory in Seulimeum District, Aceh Besar. Data collection methods included library research to obtain secondary data from books, journals, articles, and related materials, as well as field research to collect primary data through in-depth interviews with factory workers and non-participant observation of wage distribution practices. Data analysis techniques included classifying data,

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<sup>5</sup>M Farid Al Azhar, Ahmad Syahni, and Syaifiul Umam, 'Mekanisme Pengupahan Sopir Perusahaan Di Cv. Tughnina Mojoagung Jombang Dalam Perspektif Ekonomi Islam', *TIJAROTANA : Jurnal Ekonomi Dan Bisnis Syariah* Vol. 6, no. 2 (2025): 1-12.

<sup>6</sup>Ruslang, Muslimin Kara, and Abdul Wahab, 'Etika Bisnis E-Commerce Shopee Berdasarkan Maqashid Syariah Dalam Mewujudkan Keberlangsungan Bisnis', *Jurnal Ilmiah Ekonomi Islam* 6, no. 3 (2020): 2511-16.

<sup>7</sup> Muhammad Siddiq Armia, *PENENTUAN METODE & PENDEKATAN PENELITIAN HUKUM*, ed. Chairul Fahmi (Banda Aceh: Lembaga Kajian Konstitusi Indonesia, 2022).

sorting it into primary and secondary data, and interpreting it through analysis and narrative presentation to present valid information.<sup>8</sup>

## RESULTS AND DISCUSSION

### A. The Concept of Akad Ijârah 'Ala Al-'Amâl

The *ijârah 'ala al-'amâl* contract is a form of contract in muamalah fiqh that fundamentally regulates the relationship between the employer (*musta'jir*) and the worker (*ajir*) regarding the use of services or labour. Etymologically, *ijârah* comes from the word *al-ajru*, which means compensation, reward, or wage, and *al-itsabah*, which means to give wages. This terminology reflects the essence of the contract as the provision of compensation for a benefit or service rendered. In fiqh terms, *ijârah* is defined as a contract that makes a benefit permissible for a certain period of time in exchange for compensation or, in general, a contract of hire or wage for services.<sup>9</sup>

The legal basis for *ijârah* contracts is the Qur'an, Sunnah, and ijma' ulama, which collectively affirm their permissibility and legality in Islam. The flexibility of *ijârah 'ala al-'amâl* allows it to be applied in various types of work that require the hiring of someone's services, whether in the form of labour, skills, or specific expertise, with the agreed-upon wage payment. This legal basis is crucial to ensure that every wage transaction is sharia-compliant, thereby providing legal certainty and blessings for the parties involved.<sup>10</sup>

One of the verses of the Qur'an that is often used as the legal basis for *ijârah* is the word of Allah SWT in Surah Al-Qashash verse 26, which reads:

A R - R A N I R Y

قَالَتْ إِحْدَاهُمَا يَأْبَتِ اسْتَأْجِرْهُ إِنَّ خَيْرَ مَنِ اسْتَأْجَرْتَ الْقَوِيُّ الْأَمِينُ

"One of the two (women) said, 'O my father, hire him. Verily, the best person you can hire is strong and trustworthy.'" (Q.S Al-Qashash: 26)

<sup>8</sup>Sugiyono, *Metode Penelitian Pendidikan: Pendekatan Kuantitatif, Kualitatif, Dan R&D* (Bandung: Alfabeta, 2017). pp. 41-47.

<sup>9</sup>Muhammad Agiel Fahwan Gayo, Ridwan Nurdin, and Badri Hasan, 'Labour Protection System At Pdam Tirta Daroy According To Ijârah 'Ala Al-'Amâl Contract', *JURISTA: Jurnal Hukum Dan Keadilan* 5, no. 2 (2021): 21-50, <https://doi.org/10.22373/jurista.v5i2.3>.

<sup>10</sup>Hamsah Hudafi and Ahmad Budi Lakuanine, 'Penerapan Akad Ijarah Dalam Produk Pembiayaan Bank Syariah', *Mutawazin (Jurnal Ekonomi Syariah IAIN Sultan Amai Gorontalo)* Volume 2, no. 1 (2021): 43-53.

This verse recounts the advice of one of Prophet Shu'aib's daughters to her father to employ Prophet Musa AS. Although the context of this verse is a proposal to employ someone, it provides general legitimacy to the concept of employing or hiring someone's services, which is the essence of the *ijârah 'ala al-'amâl* contract. This verse states that employing someone is permissible in Islam, provided the worker possesses two qualities: strength (physical ability or expertise) and trustworthiness (reliability and honesty). These two qualities are important foundations in a fair and productive working relationship. This verse also implicitly indicates an agreement or offer of future work, accompanied by compensation or wages.<sup>11</sup>

The pillars and conditions of the *ijârah 'ala al-'amâl* contract determine the validity of an agreement. The majority of scholars, including the Malikis and Hanbalis, argue that the pillars of *ijârah* consist of four main elements, namely the parties to the contract (the lessee and the lessor), the object of the contract (the benefits of the work), the sigat (*ijab and qabul*), and the wage (*ujrah*). The contracting parties must be adults of sound mind and enter into the contract voluntarily and without coercion.<sup>12</sup>

The conditions for a valid *ijârah 'ala al-'amâl* contract include clarity regarding the object of the work (*ma'qud alaih*), clarity regarding the wage (*ujrah*), and the determination of the time period or specifications of the work to be completed. If the object of the work is unclear, this can lead to disputes and damage the contract, as Wahbah Az-Zuhaili emphasises. This clarity is important to avoid *gharar* (uncertainty), which is prohibited in Sharia law.<sup>13</sup>

The views of scholars regarding the *ijârah 'ala al-'amâl* contract show slight variations but still adhere to the principles of fairness and transparency. According to Hanafi scholars, *ijârah 'ala al-'amâl* is a transaction that provides a known benefit for a specific purpose from the services provided, with compensation or wages, and requires the determination of a time limit in the execution of the contract. This indicates the importance of a specific duration of work for the validity of the contract.<sup>14</sup>

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<sup>11</sup>T Rizkan Polem, Azhari Akmal Tarigan, and Muhammad Syukri Albani Nasution, 'Keterkaitan Kriteria Karyawan Upah Yang Adil Dalam Perspektif Surah Al-Qashash Ayat 26', *Jurnal Masharif Al-Syariah: Jurnal Ekonomi Dan Perbankan Syariah* 9, no. 4 (2024): 2677-96.

<sup>12</sup>Ruslan Abdul Ghofur, 'Konstruksi Akad Dalam Pengembangan Produk Perbankan Syariah Di Indonesia', *Al-Adalah* 12, no. 3 (2015): 493-504.

<sup>13</sup>*Ibid.*, 499.

<sup>14</sup>Eka Nuraini Rachmawati and Ab Mumin bin Ab Ghani, 'Akad Jual Beli Dalam Perspektif Fikih Dan Praktiknya Di Pasar Modal Indonesia', *AL-'ADALAH* Vol. 12, no. 4 (2015): 785-804.

Malikiyah scholars emphasise the principles of fairness and transparency, as well as the avoidance of harm to either party.<sup>15</sup> They also argue that damage resulting from work, whether intentional or not, is the responsibility of the worker if it affects the work. This indicates that there is a standard of accountability for workers in carrying out their duties.<sup>16</sup>

Meanwhile, Shafi'i scholars view *ijârah 'ala al-'amâl* as a flexible contract regarding the time required to complete a given task. They argue that if a time limit is specified, the *ijârah 'ala al-'amâl* contract is considered void because the time cannot be precisely limited for the duration of the work and the implementation of the object of the contract. This view differs slightly from that of the Hanafis and shows nuances in the interpretation of time limits. Nevertheless, the consensus remains on the importance of clarity and fairness.<sup>17</sup>

Agreements in *ijârah 'ala al-'amâl* contracts can be made verbally or in writing, but the most important thing is to specify the type of work, the method of implementation, and the obligations of each party, including the duration of the employment contract. Ambiguity in these matters can lead to future disputes. The *ijârah* contract requires both parties to fulfil their respective obligations. The worker is obliged to perform their work as agreed, and the employer is obliged to pay the wages in full and on time after the work is completed. If the worker has fulfilled their obligations, their right to wages cannot be ignored or reduced.<sup>18</sup>

Scholars differ in their views on the allocation of risk and wage consequences in *ijârah 'ala al-'amâl* contracts, although they remain grounded in the principles of fairness and clarity of contract. These differences in opinion among the schools of thought indicate that wage practices in *ijârah 'ala al-'amâl* contracts must take into account the protection of workers' rights and not place

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<sup>15</sup> Chairul Fahmi, 'THE DUTCH COLONIAL ECONOMIC'S POLICY ON NATIVES LAND PROPERTY OF INDONESIA', *PETITA: JURNAL KAJIAN ILMU HUKUM DAN SYARIAH* 5, no. 2 (2020), <https://doi.org/10.22373/petita.v5i2.99>.

<sup>16</sup>Hardiati, Fitriani, and Kusmawati, 'Akad Ijarah Dalam Perspektif Fuqaha Serta Relevansinya Terhadap Perkembangan Ekonomi'.

<sup>17</sup>Panji Adam Agus Putra, 'Konsep Ijmâ' Dan Aplikasinya Dalam Mu'âmalah Mâliyyah (Hukum Ekonomi Syariah)', *Jurnal Pemikiran Dan Perbankan Syariah* 7, no. 1 (2021): 149-76.

<sup>18</sup>Siti Nurma Ayu and Dwi Yuni Erlina, 'Akad Ijarah Dan Akad Wadi'ah', *Jurnal Keadaban* 3, no. 2 (2021): 13-25.

the entire burden of operational risk on workers, especially in the context of modern employment relationships, such as in the industrial sector.<sup>19</sup>

The legal consequences of the agreement and the realisation of the *ijârah 'ala al-'amâl* contract confirm that the contract is binding and can be inherited if one of the parties dies. Breaches of the agreement may result in the contract being voided or the emergence of liability for damages, especially if there are elements of injustice. Thus, the *ijârah 'ala al-'amâl* contract becomes a comprehensive legal framework for regulating employment relationships fairly and responsibly in Islam.<sup>20</sup>

## **B. Mechanism for Distributing Wages to Workers at the Bottled Water Factory in Tera Subdistrict, Seulimeum District**

The Tera Factory in Seulimeum District operates a wage system that classifies workers into two main categories: daily and monthly workers. This classification has significant implications for the wage structure and the rights and obligations of each worker group. For daily workers, data shows that about 15 are operating at the Tera Factory.<sup>21</sup>

The wage system applied to them is daily, meaning wages are paid based on attendance and productivity on that day. Daily workers receive a wage of Rp105,000 per working day on normal days. This amount is compensation for four hours of work, with a two-hour break for every four hours, creating a fairly regular work cycle. However, there is a difference in the nominal wage on Fridays: daily workers receive only IDR 85,000. This difference is explained by the longer break time on Fridays compared to other days, which directly reduces effective working hours.<sup>22</sup>

One of the most impactful provisions that could raise fairness concerns for daily workers concerns the right to wages when not working. Refanda, one of the daily workers, explained that if a worker does not come to work, either

<sup>19</sup> Chairul Fahmi, 'The Application of International Cultural Rights in Protecting Indigenous Peoples' Land Property in Indonesia', *Https://Doi.Org/10.1177/11771801241235261* 20, no. 1 (March 2024): 157–66, <https://doi.org/10.1177/11771801241235261>.

<sup>20</sup> Ahmad Faisal, Trisiladi Supriyanto, and Hari Susanto, 'Konversi Akad Dan Penerapannya Dalam Perspektif Fiqih Dan Hukum Legal', *Al-Kharaj : Jurnal Ekonomi, Keuangan & Bisnis Syariah* 5, no. 4 (2022): 1578–96, <https://doi.org/10.47467/alkharaj.v5i4.1787>.

<sup>21</sup> Hasil Wawancara Dengan Refanda, Salah Satu Pekerja Harian, Tahun 2025 (n.d.).

<sup>22</sup> Chairul Fahmi, Audia Humairah, and Ayrin Sazwa, 'MODEL OF LEGAL DISPUTE RESOLUTION FOR BUSINESS CONTRACT DEFAULT', *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 2 (December 2023): 242–63, <https://doi.org/10.22373/JURISTA.V7I2.228>.

for personal reasons or due to operational disruptions at the factory, such as damage to production machinery, wages for that day will not be paid. This means the payment system is highly dependent on daily attendance and productivity, with no wage protection in situations beyond the workers' control.

This condition indicates that daily workers bear the risk of factory operations, even though these obstacles are not caused by their negligence. The absence of wages due to machine damage, for example, can be a financial burden for workers whose income is highly dependent on daily wages. Unlike daily workers, the Tera Factory also employs around 10 people with a monthly worker status. The wage system for this group is much more stable and comprehensive. Monthly workers receive a basic wage of £2,500. In addition to their basic wage, they also receive a daily allowance of IDR 30,000. The working hours for monthly workers are set from 8:00 a.m. to 5:00 p.m., indicating longer, more regular hours than for daily workers.

Irwandi, another daily worker at the Tera Factory, described a similar situation. In an interview, Irwandi explained that the daily wage system makes his income highly uncertain, especially during operational disruptions. He stated that if production stops due to machine breakdowns or a lack of raw materials, daily workers are sent home without receiving any wages. According to him, this situation often makes it difficult for daily workers to meet their daily needs due to the lack of income certainty.<sup>23</sup>

Fauzan, another daily worker, said the attendance-based wage system leaves daily workers vulnerable. Fauzan explained that when workers are sick and unable to come to work, they receive no compensation or replacement wages. According to him, this situation forces workers to continue working even when they are unwell to maintain their daily income.<sup>24</sup>

The policy regarding absenteeism for monthly workers also shows a significant difference. Firman, a monthly worker, explained that if a worker does not come to work due to illness, their basic wage will not be deducted. However, they will not receive their daily allowance for that day. This provides a higher level of financial protection than daily workers, who lose their entire wages when they are sick.<sup>25</sup>

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<sup>23</sup>Hasil Wawancara Dengan Irwandi, Salah Satu Pekerja Harian, Tahun 2025. (n.d.).

<sup>24</sup>Hasil Wawancara Dengan Fauzan, Salah Satu Pekerja Harian, Tahun 2025. (n.d.).

<sup>25</sup>Hasil Wawancara Dengan Firman, Salah Satu Pekerja Bulanan, Tahun 2025 (n.d.).

Rahmat, a monthly worker, said that the monthly wage system provides financial security. He explained that even when daily allowances are deducted for workers who do not come to work, their basic wages are still paid in full as long as the absence is acceptable to the company. According to Rahmat, this policy means that monthly workers do not have to worry too much when they are ill or the factory faces operational constraints, because their basic needs can still be met from the basic wage they receive each month.<sup>26</sup>

A similar opinion was expressed by Iskandar, another monthly worker, who assessed that the wage system at Tera Factory is relatively fair for monthly workers. Iskandar mentioned that the company still allows one leave of absence per month without deductions from the basic wage, which he considers a form of the company's concern for its workers' personal circumstances. Iskandar added that although there are sanctions in the form of wage deductions if the leave exceeds the specified limit, this policy has been communicated since the beginning of employment and is therefore understood as part of the company's internal rules.<sup>27</sup>

For leave requested for personal reasons, the company grants one exemption per month, with no deduction from the basic wage. This policy accommodates the personal needs of monthly workers without sacrificing their basic wages.<sup>28</sup> However, if leave exceeds this limit, a wage deduction of IDR 100,000 will be imposed for each additional day of leave in a month, and daily allowances will also not be provided. This demonstrates a disciplinary mechanism that takes basic wages into account as a safety net.

If operational constraints prevent monthly workers from working, regardless of their fault, their basic wages will still be paid in full. As in the case of illness, daily allowances will not be provided for those days. This policy contrasts sharply with that for daily workers, as monthly workers are protected from the risk of losing their basic wages due to factory operational issues.

This difference in treatment shows that monthly workers have greater income security and are better protected from fluctuations in work or operational constraints. The basic wage, which is still paid during illness or operational constraints, recognizes the right to a more stable wage, regardless

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<sup>26</sup>Hasil Wawancara Dengan Rahmat, Salah Satu Pekerja Bulanan, Tahun 2025. (n.d.).

<sup>27</sup>Hasil Wawancara Dengan Iskandar, Salah Satu Pekerja Bulanan, Tahun 2025., n.d.

<sup>28</sup> Chairul Fahmi and Syarifah Riyani, 'ISLAMIC ECONOMIC ANALYSIS OF THE ACEH SPECIAL AUTONOMY FUND MANAGEMENT', *Wahana Akademika: Jurnal Studi Islam Dan Sosial* 11, no. 1 (July 2024): 89-104, <https://doi.org/10.21580/WA.V11i1.20007>.

of daily productivity. Daily allowances may be considered a wage component more directly related to physical presence and personal operational costs.

The wage distribution practice at Tera Factory raises critical questions about distributive justice between the two worker groups. Although worker classification may be based on job type, responsibilities, or the initial contract, differences in wage protection, especially in situations beyond workers' control, require in-depth Sharia review.<sup>29</sup>

From the employer's perspective, wage setting and this policy are likely based on considerations of efficiency, productivity, and business risk management. Daily workers may be considered flexible labour whose costs can be adjusted to production needs, while monthly workers are considered core assets that require more stable compensation and protection. However, from the perspective of workers, especially daily workers, this system can feel burdensome and unfair. Losing their entire wage due to machine damage, for example, can create significant economic uncertainty for those who live on a daily income. This has the potential to create economic and social disparities between the two worker groups within the same factory.<sup>30</sup>

Based on this description, the wage distribution mechanism at the Tera Factory shows a clear stratification between daily and monthly workers. This stratification is not only in terms of wage amounts but also in the level of financial security and protection received. Further analysis is needed to assess whether this difference in treatment is still within the corridor of justice established by the *ijârah 'ala al-'amâl* contract. An evaluation of this practice must include considerations regarding workers' rights to fair wages (*ujrah al-mitsl* or commensurate wages), protection from risks that are not their responsibility, and transparency in policy-making. Uncertainty or unfairness in wage distribution can undermine the benefits of transactions and damage harmonious working relationships.<sup>31</sup>

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<sup>29</sup>R. Philipus Lewis, 'Keadilan Distributif, Keadilan Prosedural, Keadilan Interaksional Kompensasi Dan Komitmen Karyawan', *Jurnal Riset Manajemen Dan Bisnis* 8, no. 1 (2013): 1-14, <https://doi.org/10.21460/jrmb.2013.81.86>.

<sup>30</sup>Dea Kumala Putri, 'Media Hukum Indonesia (MHI) Polemik Penetapan Upah Minimum Pekerja: Kebutuhan Dan Gaji Minimum Yang Tidak Seimbang', *Media Hukum Indonesia (MHI)* 2, no. 2 (2024): 273-79.

<sup>31</sup>Heni Suheni, 'Parameter Untuk Menyusun Stratifikasi Penghasilan Studi Kasus: Kecamatan Ngampilan Kota Yogyakarta', *Jurnal Permukiman* 7, no. 1 (2012): 51-57.

### C. Implications of the Worker Wage Distribution Mechanism at the Tera Factory in Seulimeum District

The wage system in Indonesian positive law is a manifestation of the state's protection of human rights and the dignity of workers. In the context of the Tera Bottled Water Factory in Seulimeum District, the wage distribution mechanism that sharply distinguishes between daily and monthly workers has profound legal implications, especially when compared with Law No. 13 of 2003 concerning Manpower. Positive law stipulates that every worker is entitled to a decent standard of living, meaning that every internal company policy regarding wages must be in line with the government's minimum standards to prevent exploitation and systemic injustice.<sup>32</sup>

Legal protection for workers is a key pillar of harmonious industrial relations, in which the state serves to balance the bargaining positions of employers and workers.<sup>33</sup> At the Tera Factory, the practice of not paying daily workers when operational disruptions occur, such as machine breakdowns not caused by negligence, may conflict with the principle of wage protection in positive law.<sup>34</sup> Normatively, employers are obliged to pay wages if workers are willing to perform the work they have been promised. Still, the employer does not employ them, either because of the employer's own fault or due to the company's operational constraints.<sup>35</sup>

The most crucial legal implication concerns the status of daily workers, which can be automatically changed by law to permanent workers or to workers with an indefinite work agreement (PKWTT). Under Government Regulation No. 35 of 2021, casual daily workers may be employed only for certain types of work, with a maximum of 21 days of work per month. If daily workers at the Tera Factory work for 21 days or more for three consecutive months, their legal status changes to permanent workers. The consequences of this change in status are significant, as the company is then obliged to fulfil all

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<sup>32</sup>Trimaya, 'Pemberlakuan Upah Minimum Dalam Sistem Pengupahan Nasional Untuk Meningkatkan Kesejahteraan Tenaga Kerja'.

<sup>33</sup> Chairul Fahmi, 'Pajak Dalam Syariat Islam : Kajian Normatif Terhadap Kedudukan Wajib Pajak Bagi Muslim', *EKBISI: Jurnal Ekonomi Dan Bisnis Islam* 5, no. 1 (2010).

<sup>34</sup>Mark Doms, Timothy Dunne, and Kenneth R. Troske, 'Workers, Wages, and Technology', *The Quarterly Journal of Economics* 112, no. 1 (1997): 253-90.

<sup>35</sup>Dinda Aulia Damayanti, 'Analisis Penerapan Sistem Akuntansi Penggajian Dan Pengupahan Pada PT. PLN (Persero)', *Prisma (Platform Riset Mahasiswa Akuntansi)* 2, no. 2 (2022): 11-20.

the normative rights of permanent workers, including performance allowances.<sup>36</sup>

Legal risks under the Labour Law include administrative sanctions and severe criminal penalties for companies that disregard wage standards. Employers proven to have paid wages lower than the district/city minimum wage (UMK) may be subject to criminal penalties of imprisonment for a minimum of one year and a maximum of four years, as well as financial fines ranging from IDR 100 million to IDR 400 million. The existence of these criminal sanctions demonstrates that the state provides strong repressive protection for workers' economic rights, so that any non-compliance with the wage mechanism can trigger legal consequences that threaten the company's total operational continuity.<sup>37</sup>

Under Government Regulation No. 36 of 2021, violations of wage provisions can result in companies receiving written warnings, restrictions on business activities, temporary suspension of some or all production equipment, and even a freeze on business activities. In this study, if the daily wage distribution mechanism is considered unfair or violates the provisions of the wage structure and scale, the labour supervisory agency has the authority to intervene. These administrative sanctions are often more damaging in the short term because they can halt the company's cash flow and damage ongoing business contracts with third parties.<sup>38</sup>

The impact of the wage mechanism on worker *turnover* rates is an operational implication that is often overlooked but has very high hidden costs.<sup>39</sup> Income uncertainty for daily workers, especially when they lose wages due to machine damage, psychologically reduces their organisational commitment and loyalty to the company. Workers who feel that their rights are not protected tend to have a high intention to leave in search of jobs with better income stability. High *turnover* at Tera Factory disrupts production

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<sup>36</sup>Peraturan Pemerintah (PP) Nomor 35 Tahun 2021 Tentang Perjanjian Kerja Waktu Tertentu, Alih Daya, Waktu Kerja Dan Waktu Istirahat, Dan Pemutusan Hubungan Kerja.

<sup>37</sup>Subekti et al., 'Penyelesaian Sengketa Dalam Pelanggaran Upah Minimum Yang Dilakukan Oleh Perusahaan', *Journal of Innovation Research and Knowledge* 4, no. 11 (2025): 8370-75.

<sup>38</sup> Chairul Fahmi, 'The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industrial in Aceh, Indonesia', *Jurnal Ilmiah Peuradeun* 11, no. 2 (May 2023): 667-86, <https://doi.org/10.26811/PEURADEUN.V11I2.923>.

<sup>39</sup>Edwin J Melendez and M. Anne Visser, 'Worker Centers and Day Laborers' Wages', *Social Science Quarterly* 95, no. 3 (2013): 835-51.

rhythms, as the company must continuously recruit and train new workers, ultimately reducing overall operational efficiency.<sup>40</sup>

The company's image and reputation in the public eye are intangible assets that are highly vulnerable to issues of wage inequality. In today's era of information transparency, wage practices considered unfair or illegal can quickly spread and trigger negative public sentiment, especially in regions with strong social and religious values. This damage to reputation can lead to product boycotts by local consumers or difficulties in establishing strategic partnerships with distributors. Tera Factory, which operates in a predominantly Muslim community, also bears a moral burden to demonstrate that its business practices are in line with Islamic ethics, so that violations of workers' rights can damage the company's social legitimacy.<sup>41</sup>

The transformation of Tera Factory's wage policy towards a more inclusive and legally compliant system will have a positive impact on the welfare of the wider Seulimeum District community. A legally and financially sound company will contribute to local economic stability and create quality jobs. These positive implications will strengthen the company's position as a socially and legally responsible business, thereby increasing consumer and stakeholder confidence in its bottled water products.

#### **D. Review of the *Ijârah 'Ala Al-'Amâl* Agreement on the Distribution of Wages for Bottled Water Factory Workers at the Tera Factory in Seulimeum Subdistrict**

An analysis of the *ijârah 'ala al-'amâl* contract on wage distribution at the Tera Factory in Seulimeum Subdistrict reveals several important aspects related to the conformity of practices with sharia principles, particularly in terms of fairness, transparency, and rights and obligations. The *ijârah 'ala al-'amâl* contract, which is a service lease agreement, requires clarity regarding the object of work, wages, and duration, as well as the principles of willingness and not harming either party.<sup>42</sup>

In terms of wage determination, the daily wage system of IDR 105,000 and IDR 85,000 on Fridays for daily workers, as well as a basic wage of IDR

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<sup>40</sup>Tondo Widodo et al., 'Dampak Kompensasi Terhadap Kinerja Karyawan: Perspektif Teori Dan Praktik', *Bookchapter Manajemen SDM* 1, no. 1 (2025): 667-95.

<sup>41</sup>Resti et al., 'Pengaruh Penerapan Etika Bisnis Dan Regulasi Hukum Ketenagakerjaan: Dampak Terhadap Kepuasan Kerja Dan Citra Perusahaan', *Jejak Digital: Jurnal Ilmiah Multidisiplin* 1, no. 4 (2025): 2189-200.

<sup>42</sup>Arianti Farida, 'Analisis Upah Dalam Mengurangi Beban Ekonomi Pada Pandangan Hukum Islam', *Journal of Innovation Research and Knowledge* 1, no. 12 (2022): 1775-82.

2,500,000 plus a daily allowance of IDR 30,000 for monthly workers, indicates the presence of wage specifications. This is in line with one of the requirements of *ijârah*, namely the clarity of the agreed wage (*ujrah*). However, the issue of fairness arises when we examine the policy of wage deductions or non-payment of wages under certain conditions.

Regarding daily workers, the policy of not paying wages if they do not come to work, whether for personal reasons or due to factory operational disruptions, is a crucial point that needs to be evaluated. In *ijârah 'ala al-'amâl*, workers are entitled to their wages if they have performed their work properly in accordance with the agreement. However, if the inability to work is caused by factors beyond the worker's control and not due to their negligence, this system may result in injustice.<sup>43</sup>

The principle of justice in Islam requires that operational risks not caused by workers should not automatically result in wage losses for them. In some fiqh views, if the *musta'jir* (employer) causes the work to stop, they are still obliged to pay wages or provide appropriate compensation. Therefore, the absence of wages for daily workers due to machine damage can be considered inconsistent with the spirit of *ijârah* justice.<sup>44</sup>

A comparison between daily and monthly workers reveals a significant disparity in wage protection. Monthly workers continue to receive their full basic wages when they are sick or when operational constraints are beyond their control, even though they do not receive a daily allowance. This reflects recognition of the right to a basic wage as a guarantee of income that daily workers do not enjoy. From an *ijârah* perspective, although contract types may differ, basic principles of fairness must still be upheld, especially in dealing with risks beyond the worker's control. Differences in wage protection against operational risks can create fairness gaps that need to be reviewed.<sup>45</sup>

The concept of wage fairness in *ijârah* is also related to *ujrah al-mitsl* (equivalent wages), which are wages that are commensurate with similar work or expertise. Although daily and monthly wages have been agreed upon at the outset, it is important to evaluate whether these wages are intrinsically fair and

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<sup>43</sup>Aksin Nur, 'Upah Dan Tenaga Kerja (Hukum Ketenagakerjaan Dalam Islam)', *Meta Yuridis* 1, no. 2 (2018): 72-74.

<sup>44</sup>Juleha et al., 'Integrasi Tanggung Jawab Etika Dalam Manajemen Risiko Operasional: Studi Pada Bank Syariah Di Indonesia', *Jurnal Studi Islam Indonesia (JSII)* 2, no. 2 (2024): 391-400.

<sup>45</sup>M. Bagus Basofi and Irma Fatmawati, 'Perlindungan Hukum Terhadap Pekerja Di Indonesia Berdasarkan Undang-Undang Cipta Kerja', *Professional: Jurnal Komunikasi Dan Administrasi Publik* 10, no. 1 (2023): 77-86, <https://doi.org/10.37676/professional.v10i1.3544>.

reasonable, in line with the workload, risks, and skills required, and whether the wage differences between the two groups of workers can be objectively justified.<sup>46</sup>

Transparency in wage setting and related policies is a fundamental principle in *ijârah*. Even if a verbal or written agreement has been made, the level of transparency regarding wage calculations, reasons for wage differences, and wage deduction policies needs to be clarified so that workers fully understand their rights and obligations. Ambiguity can lead to feelings of injustice and dissatisfaction.<sup>47</sup>

Based on an analysis of the *ijârah 'ala al-'amâl* contract, the wage distribution practice at the Tera Factory in Seulimeum District needs to be directed towards a more equitable and proportional wage scheme in accordance with sharia principles. One alternative is the principle of *ujrah al-mitsl*, which determines wages commensurate with the type of work, workload, and risks faced by daily workers. In this context, daily workers are still entitled to receive minimum compensation when they are unable to work due to operational disruptions at the factory that are not caused by their negligence, such as machine damage or production stoppages.

This scheme is in line with the principle of fairness in the *ijârah* contract, which allocates the business risk to the employer rather than entirely to the workers. The wage distribution practice at the Tera Factory demonstrates an effort to implement a structured wage system. However, there is a potential inconsistency with the principle of fairness in the *ijârah' ala al-'amâl* contract, particularly regarding wage protection for daily workers in circumstances beyond their control, as well as disparities in protection between daily and monthly workers.<sup>48</sup>

## CONCLUSION

Based on the results of the analysis, this study shows that the wage distribution system at the Tera Factory in Seulimeum Subdistrict has basically

<sup>46</sup>Muhammad Isa and Nida Azkia, 'Perbandingan Pandangan Ulama Fiqih Dalam Penetapan Ujrah Pada Akad Rahn Emas Di BPRS', *Jurnal At Tahkim* 1, no. 1 (2018): 46–59.

<sup>47</sup> Chairul Fahmi, 'Analysis Of Legal Aspects On Capital Investment Fraud In Indonesia', *Proceeding of International Conference on Sharia Economic Law (ICoShEL)* 1, no. 1 (September 2024): 1.

<sup>48</sup>Sufi Indrayani and Amrul Muzan, 'Kesenjangan Upah Dan Keadilan Sosial Terhadap Sistem Pengupahan Di Indonesia', *Al-Muzdahir : Jurnal Ekonomi Syariah* 7, no. 1 (2025): 98–110, <https://doi.org/10.55352/ekis.v7i1.1505>.

fulfilled some elements of the *ijârah ‘ala al-‘amâl* contract, particularly in terms of the clarity of daily and monthly wage determination and the specification of working hours. However, there is still potential for unfairness in the wage policy, especially for daily workers who do not receive wages when they are unable to work due to operational constraints unrelated to their negligence, such as machine breakdowns. This condition can burden workers with operational risks and create disparities in protection compared to monthly workers, who still receive their basic wages. There is a need to review the wage policy, especially for daily workers, by considering the provision of fair compensation or minimum wages in accordance with the principle of *ijârah*, as well as increasing transparency in explaining the differences in wage policies between daily and monthly workers. This study has limitations, including the number of respondents, the limited research location, reliance on interview data and field observations, and limited access to internal company documents. Further research is expected to involve a wider range of locations and respondents and to be supported by more comprehensive data.

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