

Labor Wages In Early Childhood School In Trienggadeng Sub-District, Pidie Jaya – Indonesia: A Study of *Ijārah Al-'Amāl* Theory

Intan Putri Maisarah*

Ar-Raniry State Islamic University Banda Aceh

Email: 200102066@student.ar-raniry.ac.id

Dedy Sumardi

Ar-Raniry State Islamic University Banda Aceh

Email: dedysumardi@ar-raniry.ac.id

Nahara Eriyanti

Ar-Raniry State Islamic University Banda Aceh

Email: naharaeriyanti@ar-raniry.ac.id

*Corresponding author

Abstract

This study discusses the issue of work specifications and wage provisions which are analyzed using the concept of *ijārah al-'amāl*. In practice, there is still a discrepancy between the work specifications imposed on workers and wages that are not in accordance with the level of risk and responsibility of workers in PAUD. This causes workers' welfare to be neglected and has implications for the quality of services provided. This study is a type of juridical-empirical research using primary and secondary data, primary data obtained through interview techniques and secondary data obtained through reviewing library materials. The data collected was analyzed in qualitative descriptive form which was arranged systematically. The results of the research show that work specifications regarding labor wages at PAUD IT Mahkota Insani, PAUD Kasih Ibu and PAUD RA An Nur are fixed through calculating working days and hours for 6 days a week and working hours of 8 hours per day. Viewed according to the theory of *ijārah al-'amāl*, even

though the terms and conditions of the contract have been fulfilled, there are problems in determining wages that do not fairly consider the level of risk and responsibility of workers in PAUD. To achieve justice and worker welfare in line with *maqāṣid al-sharī'ah*, it is necessary to make wage adjustments that take into account the number of children handled, the level of risk, and the responsibilities of each worker. In this way, wages reflect greater justice and provide adequate welfare for workers.

KEYWORDS: Job Specifications, Wages, Labor, ECD, *Ijārah Al-'Amāl*

Introduction

In *fiqh*, one of the rental or wage-hiring transaction contracts is regulated in an *ijarah* contract. *Ijarah* is a lease transaction for an item and or wages for a service within a certain time through rental payments or service fees.¹ According to the fatwa of the National Sharia Council, *ijarah* is a contract for the transfer of use rights (benefits) of an item or service for a certain period through payment of wages or rent, without being followed by the transfer of ownership of the goods themselves.²

According to the opinion of the *fuqaha*, when viewed in terms of its object, *ijārah* is divided into two types, namely *ijarah al- benefit and ijarah 'ala al-'amal*. The contract for giving wages to workers is called an *ijarah 'ala al-'amal* or *ujrah* contract. In language, *ijarah al-'amal* or *ujrah* has the same meaning as wages, rent or reward. *Ijarah al-'amal* is the provision of compensation for work done by someone.³

In the concept of *ijarah al-'amal*, wages are determined based on the principles of decency, equality, and justice, aiming to guarantee a decent wage for what he has contributed to the production process.⁴ Wages are considered decent if they allow workers to meet their obligations. Wages play an important role in labor relations (work agreements) because they are one of the means workers use to improve welfare.⁵ Wages in the concept of *ijarah al-'amal* have several conditions, namely: The wage should be a valuable and

¹ Mardani, *Fiqh Ekonomi Syariah (Fiqh Muamalah)*, (Jakarta: Kencana, 2012), p.247.

² Adiwarmman A. Karim, *Islamic Bank: Fiqh and Financial Analysis*, (Jakarta: PT. Raja Grafindo Persada, 2007), pp. 138.

³ Helmi Karim, *Fiqh Muamalah*, (Jakarta: Raja Grafindo Persada, 1993). pp. 34.

⁴ Afzalurrahman, *Islamic Economic Doctrine*, Volume II, (transl. Soeroyodan Nastangin), (Yogyakarta: Dana Bhakti Wakaf, 1995), p. 296. 296.

⁵ Asri Wijayanti, *Labor Law in the Era of Reform*, (Jakarta: Sinar Grafika, 2010), p. 107.

known asset, the wage is not in the form of a benefit similar to *ma'qud alaih* (the object of the contract).⁶

The value of wages for workers in the concept of *ijarah al-'amal* contract is determined based on the principles of justice and feasibility. Determining the value of fair wages in Islam has two meanings. First, fair in the sense of being clear and transparent, meaning the value of wages and procedures for paying workers' wages. The law of wage payment as part of the field of muamalah, has an open nature as long as it does not contradict or violate the specified prohibitions. As Allah SWT says in the Qur'an:

يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ ۖ أُحِلَّتْ لَكُم بَيْعَةُ الْأَنْعَامِ إِلَّا مَا يُتْلَىٰ عَلَيْكُمْ غَيْرَ مُحِلِّي الصَّيْدِ وَأَنْتُمْ حُرْمٌ ۗ إِنَّ اللَّهَ يَحْكُمُ مَا يُرِيدُ

Meaning: "O you who believe, fulfill those contracts. Forbidden to you are cattle, except for those of which you shall be recited, but not hunting while you are performing the pilgrimage. Verily, Allah establishes laws as He pleases." (Qs. Al-Maidah: 1)

Based on the above verse, employers and workers should fulfill their respective rights and obligations, in accordance with the contract (Contract) of employment agreement. This will lead to a cooperative relationship between workers and employers, which contains the rights and obligations of each party that must not be violated.

Definition of wages according to Article 1 paragraph 30 of Law No. 13 of 2003 concerning labor: "Wages are the rights of laborers or workers who are given and approved in the form of money as compensation from employers or employers to workers/laborers who are determined and paid according to an agreement, work agreement, and laws and regulations, including benefits for laborers/workers and their families, for a job or service that has been or will be performed".⁷

⁶ Wahbah Zuhaili, *Fiqh Islam Wa Adillatuh*. Volume 5, (Jakarta: Gema Insani, 2011), pp. 404.

⁷ Definition of Wages According to Article 1 Paragraph 30 of Law No. 13 of 2003 concerning Manpower.

According to Government Regulation No. 5 of 2003 concerning Income Tax on Income Received by Workers Up to the Provincial Minimum Wage or Regency / City Minimum Wage: "Wages are the rights of workers received and expressed in money format as compensation from employers to workers for work or services that have been performed, determined and paid based on the opinion of an agreement, work agreement, or laws and regulations including benefits for workers and their families".⁸

Basically, everyone who does a job will get a reward for what they do. The reward or wage must be determined in accordance with what is done; therefore, a job determines the amount of results obtained. If in a job a problem occurs either due to negligence or ignorance of the worker, or due to an employer's order that is not in accordance with the agreed contract, such as an additional burden.

In terms of private work, if there is a risk or damage in all forms of work done, it is his own responsibility, but the fiqh scholars are unanimous in stating that if the damage or defect in the object being worked on is caused by his own hands, not negligence or intentionality, then the worker is not obliged to compensate. But if the damage is caused by the worker's negligence, then he is obliged to compensate. With regard to work that is for the benefit of many people, such as a tailor, if someone makes a mistake in his work or the clothes that the tailor stitches are damaged in his hands, the scholars differ in their interpretation. Imam Abu Hanifah, Zufar ibn Huzail. The Hanbalis and Shaafa'is are of the view that if the damage to the garment that the tailor is working on is not due to the tailor's negligence or willfulness, then he should not be required to compensate for the damage.⁹

If the obligations of the worker have been fulfilled towards his work, then for this reason the rights of the worker must not be ignored without giving him a salary according to the time promised to fulfill his rights as a worker. As long as he does not violate the work required of him, he is hired as a worker and is given a salary. The worker is not entitled to full payment of the salary even if there is a delay in the payment of the salary. It must not be reduced from the agreed amount. A worker is entitled to wages only if he

⁸ Government Regulation No. 5 of 2003 Concerning Income Tax on Income Received by Workers Up to the Provincial Minimum Wage or Regency / City Minimum Wage.

⁹ Syaikh, Ariyadi and Norwili, *Fiqh Muamalah Understanding Concepts and Contemporary Intellectual Diala*, (Yogyakarta: K-Media, 2020), pp. 142-143.

has done his work properly and in accordance with the agreement, because Muslims are bound by the conditions between them, except for conditions that forbid the lawful or legalize the unlawful. However, if he skips work without a valid reason or deliberately does it improperly, then it should be taken into account, because every right comes with an obligation. Occupational risk is also closely related to the value of wages, because wage rates can differ according to the level of risk or the likelihood of getting an accident in the work environment. The higher the risk, the higher the wage rate.

Based on preliminary data obtained by researchers, one of the Raudhahtul Jannah workers at Mahkota Insani PAUD, located at Jln. Puduek Baroeh Gampong Sagoe, Trienggadeng District, Pidie Jaya, explained the work specifications of labor wages, which are paid monthly. 600.000;00 per month for PAUD children who are in charge of me 3 (three) children, but if there is a delay in picking up from school, the PAUD will impose sanctions on the student's guardian by adding a payment of Rp. 3,000;00 for each delay in picking up from school, and the regulation is set by the PAUD.¹⁰

Then, the results of preliminary data obtained by the researchers at PAUD Kasih Ibu, located in Gampong Peulandok Tunong, Trienggadeng District, Pidie Jaya, Nur Aisyah, one of the PAUD workers said that the monthly wage payment is Rp. 650.000;00, where if there is a delay in picking up, the PAUD does not give sanctions to the student's guardian. If the student's guardian is late several times late in picking up, the school imposes sanctions, namely a fine for the delay in picking up, which is Rp. 5,000;00.¹¹

According to Sofia, one of the workers at PAUD RA An Nur, located in Gampong Meucat, Trienggadeng District, Pidie Jaya, stated that in carrying out their duties, workers tend to be bound and do not have much free time, even workers are not allowed to play *smartphones* while taking care of children, except in certain circumstances. This rule is made so that workers can focus on their foster children, because the children being cared for are children whose average age is still under 1 year old so the work is more extra from morning to evening. Because the care system at PAUD RA An Nur is one

¹⁰ Results of Interview with Raudhahtul Jannah Workers at Mahkota Insani PAUD, on Wednesday, July 31, 2024, on Jln. Puduek Baroeh Gampong Sagoe Trienggadeng District Pidie Jaya.

¹¹ Interview with Nur Aisyah, a worker at Kasih Ibu PAUD, on Wednesday, July 31, 2024, in Gampong Peulandok Tunong, Trienggadeng District, Pidie Jaya.

caregiver for 2-3 children, consisting of two toddlers and a baby aged 4-7 months, the head of the Foundation at PAUD RA An Nur determines this division of minimize workplace risks.¹²

According to Raihan, the admin of PAUD RA An Nur Foundation, workers are required to take attendance of children at PAUD RA An Nur every day in order to report the number of children present in the morning and must report it to the Head of PAUD RA An Nur Foundation using photographic evidence sent via *smartphone* by the Foundation admin. Raihan also said that the working time is scheduled, so the admin must prepare a report and send it to the Head of PAUD RA An Nur Foundation at the end of each month.¹³

In practice, issues that emerged in this analysis include unclear job specifications, mismatches between wages and workload, and challenges in ensuring compliance with sharia principles. Therefore, PAUD institutions should draft detailed employment contracts and communicate well with the workforce to avoid potential disputes and ensure compliance with the principles of *ijarah al-'amal*.¹⁴

The contract or agreement is determined in such a way that the wages paid under the employment contract are fair and do not harm either party, both the employer and the worker, in order to create social welfare. The consequence of this provision is that the work system must be in accordance with the agreement that has been concluded between the employer and the worker.

Research Methods

The research method of this article uses a type of qualitative research, with a juridical-empirical approach focusing on combining the juridical approach (law as a system, legal theory, legal interpretation) with an empirical

¹² Interview with Sofia, a worker at PAUD RA An Nur, on Wednesday, July 31, 2024, in Gampong Meucat, Trienggadeng District, Pidie Jaya.

¹³ Interview with Raihan, a worker at PAUD RA An Nur, on Wednesday, July 31, 2024, in Gampong Meucat, Trienggadeng District, Pidie Jaya.

¹⁴ Chairul Fahmi and Wira Afrina, 'ANALYSIS OF LEGAL ASPECTS ON DEBT TRANSFER FROM CONVENTIONAL BANK TO SHARIA BANK POST THE APPLICATION OF QANUN ACEH NO. 11 OF 2018', *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 4, no. 1 (23 July 2023): 28–39, <https://www.journal.ar-raniry.ac.id/index.php/mudharabah/article/view/3047>.

approach (collection and analysis of factual data from the real world).¹⁵ Primary data in this study were obtained through interviews with the workforce at Mahkota Insani PAUD located at Jln. Puduek Baroeh, Gampong Sagoe District, Trienggadeng, Pidie Jaya; the workforce of Kasih Ibu PAUD located at Gampong Peulandok, Tunong District, Trienggadeng, Pidie Jaya; and the workforce at RA An Nur PAUD located at Gampong Meucat, Trienggadeng District, Pidie Jaya. Secondary data used in this research are books, articles, journals, theses, and other documentation materials related to this research. The data will be analyzed descriptively and qualitatively, which is a method used to dissect a field phenomenon, both in the form of primary data and secondary data, which will be arranged systematically after all the processed data has been collected.¹⁶

Definition of *Akad Ijārah Al-'Amāl*

The word *ijārah* comes from *al-ājru*, which means substitute. In shari'ah terms, *ijārah* is a type of contract to take benefits with compensation.¹⁷ In the Big Indonesian Dictionary, the term *ijārah* is defined as an agreement (contract) in terms of wages and in terms of rent.¹⁸ In this discussion, *ijārah* means a contract that contains the exchange of benefits by providing a certain amount of compensation. *ijārah* is one of the muamalah activities in order to fulfill the needs of human life. In fiqh muamalah terms, the person who rents is called muājir, the renter is called mustājir, the rented object is called *mājur*, and the reward for use is called *ājran* or *ujrah*.¹⁹

Ijārah in the nature of services (*ijarah al-'amal*), namely renting to do a certain job that uses energy and expertise, such as house servants, teaching, sewing clothes, and so on, involving wages.²⁰ The person who does the work or labor in the *ijarah al-'amal* contract is divided into two types: specialized labor

¹⁵ Supardi, *Economic and Business Research Methodology*, (Yogyakarta: UII Press, 2005), p. 27.

¹⁶ Muhammad Siddiq-Armia, *Penentuan Metode Dan Pendekatan Penelitian Hukum*, ed. Chairul Fahmi (Indonesia: Lembaga Kajian Konstitusi Indonesia (LKKI), 2022).

¹⁷ Sayyid Sabiq, *fiqh sunnah*, volume IV, (transl. Hasanuddin, et al) (Jakarta: peNA, 2006) p.203.

¹⁸ Phoenix Library Team, *New Edition of the Big Indonesian Dictionary*, (Jakarta: PT. Media Pustaka Phoenix, 2003), p.338.

¹⁹ Chairuman Pasaribu and Suhrawadi, *Islamic Covenant Law* (Jakarta: Sinar Grafika, 1994). p.92

²⁰ Ahmad Wardi Muslich, *Fiqh Muamalat*, (Jakarta, Amzah, 2010), pp. 333

and musytarak labor. Specialized labor is a person who works only for a certain party or employer, while the length or time limit for work is known or predetermined. The hirer has the right to use the worker's labor during that time, and the worker is entitled to wages even if nothing is done. An example of special labor is domestic servants.²¹ Musytarak labor is when a person works not only for one employer but for more than one person and has an equal share in taking benefits.²² The worker is entitled to a wage upon completion of the work. The worker can accept the same work from another person at the same time. Usually, the work does not have to be done on the hirer's premises, but the worker can do it at home, in a shop, or in a factory. Examples of musytarak labor are tailors, notaries, lawyers, and so on.

Based on the explanation above, it can be concluded that the *ijārah al-'amāl contract* is an *ijārah* that offers services and benefits for labor or skills and various other forms of services. According to fiqh scholars, this type of *ijārah* is permissible if the work is clear and in accordance with Shari'ah, such as factory laborers, cobblers, and so on. In DSN MUI Fatwa No. 112 / DSN-MUI / IX / 2017, several provisions related to the charity performed by *ajir* / *mu'jir* are explained.

- a. An employee (*ajir*) performs Amal (work or service) which is permitted according to Islamic law and applicable laws and regulations.
- b. The type or form of work performed by employees must be specifically known, and the period of work has been determined and known.
- c. The work or charity performed by the *ajir* is in accordance with the purpose of the contract
- d. In an *ijārah al-'amāl contract*, the Mustajir is allowed to sublease to another party, unless prohibited by the *ajir* or applicable regulations.
- e. The risk of loss arising from the actions of the *adjuster*, the *adjuster* is not obliged to bear it.

²¹ Musthafa Dīb Al-Bughā, *Smart Book of Sharia Transactions Exploring Business Cooperation and Resolving Disputes Based on Islamic Guidelines*, (Jakarta: Pt Mizan Publika, 2009), p.170.

²² 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 (2024): 89–104, <https://doi.org/10.21580/wa.v11i1.20007>.

Legal Basis of *Ijārah Al-'Amāl*

The basic law of *ijārah* in the form of renting or paying wages is permissible according to the majority of scholars, if it is carried out in accordance with the provisions stipulated by Shara', namely in accordance with the Qur'an, Prophetic Hadiths, and Ijma' provisions of the scholars.²³ The legal basis for the permissibility of *ijārah* is based on the arguments of the Qur'an and the hadith of the Prophet Muhammad SAW. The verses of the Qur'an that state the permissibility of *ijārah* are as follows: In Qs. Azzukhruf (43) Verse 32, which reads:²⁴

أَهُمْ يَقْسِمُونَ رَحْمَتَ رَبِّكَ ۗ نَحْنُ قَسَمْنَا بَيْنَهُمْ مَعِيشَتَهُمْ فِي الْحَيَاةِ الدُّنْيَا ۖ وَرَفَعْنَا
بَعْضَهُمْ فَوْقَ بَعْضٍ دَرَجَاتٍ لِّيَتَّخِذَ بَعْضُهُمْ بَعْضًا سُلْحِرًا ۖ وَرَحِمْتَ رَبِّكَ خَيْرٌ مِّمَّا
يَجْمَعُونَ

Meaning: "Are they those who divide the mercy of your Lord? We have determined between them their livelihood in the life of the world, and We have elevated some of them above others by a few degrees, so that some of them may make use of others. (Qs. Azzukhruf [43] : 32)

"Sukhriyyan" means to use each other, but according to Ibn Kathir, it can be interpreted as "so that you use each other both in terms of work and in other matters." Sometimes humans as social creatures need something that is in the possession of another person, so in order to use something, a transaction is needed. In Islam, the form of the transaction is known as a contract. One of the contracts that is appropriate for this transaction is the *ijārah* contract, which is a transaction in the form of a lease or wage.²⁵ In the Qur'an Surah Al-Qashash (28) Verse 26:21

قَالَتْ إِحْدَاهُمَا يَا أَبَتِ اسْتَأْجِرْهُ ۖ إِنَّ خَيْرَ مَنِ اسْتَأْجَرْتَ الْقَوِيُّ الْأَمِينُ

²³ Abdur Rahman Ghazali et al, *Fiqh Muamalat*, 1st cet (Jakarta: Catalog in Issue, 2010), p. 277. 277

²⁴ Qs. Azzukhruf (43): 32

²⁵ Diyamuddin Djuwaini, *Introduction to Fiqh Muamalah*, (Yogyakarta: Pustaka, 2008), p. 154. 154.

Meaning: "One of the two women said: "My father, take him as one of your workers, for surely the best person you can hire to work for you is one who is strong and trustworthy."" (Q.S Al-Qashash [28] : 26)

This verse tells the story of the journey of Prophet Musa As who met the daughter of Prophet Shu'aib. In the verse describes the process of renting someone's services, namely the best and most trustworthy person with financing or wages for that person has been determined and in accordance with the agreement of both parties. As in the hadith of the Prophet Muhammad narrated by Bukhari which means:

عن أبي هريرة رضي الله عنه عن النبي صلى الله عليه وسلم قال: "ما بعث الله نبياً إلا رعى الغنم"، فقال أصحابه: وأنت؟ قال: "نعم، كنت أرهاها على قراريط للأهل مكة".

Meaning: "From Abu Hurairah, from the Messenger of Allah (SAW), he said, "Allah does not send a Prophet except he herds goats", then the companions of the Prophet asked, "And you too? The Prophet replied, "Yes, I used to herd goats belonging to the people of Mecca for a few qiraths". (HR. Al-Bukhari).²⁶

The above Hadith explains that the *ijarah* contract was practiced during the time of the Prophet Muhammad, where in ancient times the people of Mecca had the habit of herding goats belonging to others by giving wages as agreed, this habit of herding goats existed when the prophet was eight years old.

When the Prophet made a hijrah from Mecca to Medina with Abu Bakr, Abu Bakr hired a disbeliever to guide his journey to Medina. This is explained in a hadith: "The Messenger of Allah and Abu Bakr hired (hired) a skillful guide from Banu ad-Dail and then from Banu 'Abdul bin 'Adi" (HR. Al-Bukhari).²⁷

²⁶ Imam Az-Zabidi, *Mukhtashar Shahih Bukhari*, (East Jakarta: Ummul Qura, 2017), pp. 442.

²⁷ Ibn Hajar al-Asqalani, *Fathul Bari*, (Jakarta: Pustaka Azzam), p. 50

Based on the above Hadith, the Prophet once hired the services of a road guide to help him and guide him to his destination. And then the Prophet paid the directions by handing over his vehicle. This Hadith shows that renting or *ijārah* is permissible. This is understood from the *fi'liyah* hadith of the Prophet who hired and paid the guide.

Terms and Conditions of *Ijārah Al-'Amāl*

For the validity of leasing and hiring transactions, it is necessary to fulfill the predetermined pillars and conditions. According to the Hanafiah, *ijārah* has only one pillar, namely *ijab* and *qabul*, which are statements from the renter and the renter. Meanwhile, according to the majority of scholars, *ijarah* has four pillars, namely:

1) 'Aqid (the person who made the contract)

Al-'aqid is the *Fa'il isim* of عبق and means the person who executes or performs the contract. The existence of *al-'aqid* is very important in the contract, an agreement will not occur and have legal force if there is no *al-'aqid*, just as there will be no contract if there is no *sighat*, *ijab* and *qabul*.²⁸

In the *ijārah* contract, there are two people who have a contract, namely *mu'jir* and *musta'jir*. *Mu'jir* is the owner of the service or benefit while *musta'jir* is the tenant or user of the service or benefit. The two parties to the *ijārah* contract are required to be *baligh*, *rational*, *capable of tasharruf* (controlling property), *mutually agreeable* and also know the benefits of the goods being dealt with perfectly so as to prevent disputes.²⁹

2) Shighat (Ijab and Qabul)

Sighat is something that is relied on from two people who make a contract in the form of words from the renter for the delivery of services or the benefits of rented goods and words from the renter as a receipt of the rented goods or services to show what is in the hearts of both of them about the occurrence of a contract. The *Shighat* in the contract is required to be

²⁸ Djohar Arifin, "The Substance of Akad in Sharia Transactions," *Journal of Syariah Economics and Banking Studies*, Vol. 6, no. 1 (2014), p.171.

²⁹ Hendri Suhendi, *Fikih Muamalah*, 10th cet... p 117.

clear, must explain the object of the contract and must explain the price.³⁰ In Islamic Law, *ijab* is defined as a promise or offer made or not made by the first party.³¹ Meanwhile, *qabul* is a statement uttered by the second party to accept the will of the first party, namely after the *ijab*.³²

Shighat in an *ijārah* transaction is something in the form of a memorization of renting, hiring that is used to express the intentions of the two parties to the transaction, such as the phrase "I lend this house to you for a month for so much money." It could also be "I give you the benefit of this house for a month for so much". Then the hirer says "I accept". If the two parties to the transaction understand the meaning of the memorization of the shighah, then the *ijārah* is valid regardless of the memorization used because in shariah law there is no legal provision that limits the memorization of *ijab* and *qabul* in transactions, the discussion of shighah is only mentioned in general terms. DSN MUI Fatwa No. 112/ DSN-MUI/IX/2017 also clarifies several provisions related to the shighat in the *ijārah* contract, namely: the shighat in the *ijārah* contract must be stated explicitly and clearly, understanding that the *ijārah* contract can be done orally, in writing, by signs and actions, and can be done electronically in accordance with sharia and applicable laws and regulations.³³

3) *Ujrah* (rent or wage)

Ujrah (wages) is a reward or something given to *musta'jir* for services that have been provided or taken advantage of. The wage or reward given must be in the form of something of value, as well as services that are not contrary to legal provisions. In this form, *ijārah* rewards are usually in the form of material objects, money, salaries or maintenance and care services, as long as they are given on the basis of willingness and honesty.³⁴ There are several conditions to be met in *ujrah*, namely:

- a. Because *ijārah* is a reciprocal contract, the *ujrah* or wage is clear or known.

³⁰ Oni Sahroni, M. Hasanuddin, *Fikih Muamalah Dinamika Teori Akad dan Implementasinya Dalam Ekonomi Syariah*, (Jakarta: Pt Raja Grafindo Persada, 2016), p.31.

³¹ Gemala Dewi, *Islamic Law of Association in Indonesia*, (Jakarta: Prenada Media, 2005), pp. 63.

³² Hendri Suhendi, *Fikih Muamalah*, 10th cet..., p. 117.

³³ DSN Fatwa No. 112/DSN-MUI/IX/2017 on *Ijarah Akad*. p. 4.

³⁴ Helmi Karim, *Fiqh Muamalah*, (Bandung: Al-Ma'arif, 2002), pp. 36.

- b. It is not permissible to take money from the proceeds of one's work, if the work one does is specialized, such as judges, because they receive a special salary from the state or government.
- c. The rent must be complete and consummated in accordance with the item being rented. When the rental benefit has been perfected, the amount of money is handed over according to the agreement.³⁵

If the pillars and conditions have been fulfilled, the payment of wages (*ujrah*) in transactions using *ijārah* contracts is a right that must be given by the hirer to the rightful owner. For example, a builder of a building project hires a tenant to work under a contract for one day or one month, then the builder is required to pay wages (*ujrah*) to the hired person in return for his work.

4) Benefits

In an *ijārah* contract, it is required that the benefit received by the tenant must be specified, in addition to the type of benefit and the duration of the use of the benefit. In the case of hiring out goods, it is required that the hired goods are useful and can fulfill the following conditions:

- a. The goods that are the object of the lease and wage contract must be usable, the benefits must be clear, so as not to cause disputes.
- b. Objects that are the object of leasing and hiring can be transferred or handed over, both intrinsically and shar "i to the tenant.
- c. According to Shara", the use of the benefit of the leased object is permissible.
- d. The object or objects leased must be permanent 'ain (substance), until the time specified according to the agreement in the contract.³⁶

Either the benefit of an item being rented or the services and labor of the person working.³⁷ That is, the use of the benefits of the object of the lease contract must be clearly known, through inspection or providing transparent information about the quality of the goods.

³⁵ Muhammad Rawwas Qal 'Ahji, *Encyclopedia of Fiqh of Umar bin Khattab*, (Jakarta: PT Raja Grafindo Persada, 1999), pp. 178.

³⁶ Sohari Sahrani, Ru'fah Abdullah, *Fikih Muamalah*, (Bogor: Ghalia Indonesia, 2011), p. 170. 170.

³⁷ Ahmad Wardi Muslich, *Fiqh Muamalat ...*, p. 321.

Termination of the *Ijārah Al-'Amāl* Contract

According to the Hanafiyah scholars, *ijārah* is considered to have ended with the death of one of the contracting parties, while the heirs of the contracting parties have no right to continue the contract. This is because *ijārah* is only a lease contract for benefits or services, while benefits according to fiqh provisions cannot be inherited because inheritance only applies to objects that are owned, whereas according to the majority of scholars, *ijārah* is a contract that binds the parties, just like a sale and purchase contract. Based on this opinion, the majority of fuqaha argue that, with the death of one of the contracting parties, *ijārah* does not become void but *ijārah* will end when the contract period ends. Therefore, the benefits of *ijārah* can be inherited until the end of the contract period.³⁸

According to the Hanafis, the lease is invalid or void if one of the two parties to the contract has an excuse, such as the house being rented is confiscated because of high debts. According to the Hanafis, the excuses that can invalidate the *ijārah* contract are if one of the parties becomes bankrupt, or the tenant moves.³⁹ For example, a person is hired to dig a well in a village, but before the well is completed, the villagers move to another village. However, according to the majority of scholars, the only excuse that can invalidate the *ijārah* contract is if the object of *ijārah* in the contract contains a defect in the benefit to be leased or the loss of the benefit of the leased object, such as fire, flood and so on.

The *ijārah* contract ends with *iqalah* (withdrawal). Here, there is a process of transferring objects with objects so that it is possible to *iqalah*. In addition, what causes the *ijārah* contract to end is the destruction or death of the thing leased. Or the expected benefit has been fulfilled or the time has passed and the work has been completed, unless there is an excuse or obstacle.⁴⁰ The fiqh scholars stated that an *ijārah* contract will end if:

³⁸ Fadhilah Al-Shaikh Hasan Ayub, *Fiqh Al-Mu'amalah Al-Maliyah Fi Al-Islam*, (Cairo: Dar Al-Salam, 2010), p. 246. 246.

³⁹ Cut Azzahra Muly and Chairul Fahmi, 'PRAKTIK JUAL BELI DESAIN GRAFIS MELALUI SISTEM HIRING DALAM PERSPEKTIF AKAD ISTISNA' PADA MARKETPLACE SRIBU.COM', *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 5, no. 1 (2024): 57–75, <http://journal.ar-raniry.ac.id/index.php/mudharabah/article/view/4545>.

⁴⁰ Rachmat Syafei, *Fiqh Muamalah*, (Bandung: CV Pustaka Setia, 2001), p. 137.

- a. The loss or destruction of the item or thing that is the object of the rental in the *ijārah* contract, such as a burned house or lost sewn clothes.
- b. The expiration of the term agreed upon in the *ijārah* contract. For example, if the object leased is a house, then the house is returned to the owner when the contract has ended, and if the thing leased is a person's service, then he is entitled to receive his wages when the contract ends. This has been agreed upon by all fiqh scholars.⁴¹

Hikmah *Ijārah Al-'Amāl*

The wisdom of the permissibility of *ijārah* in the form of work or wages is because it is needed in human life. The purpose of permitting *ijārah* is basically to get material benefits, but that is not the ultimate goal because the effort made or the wages received are a means to get closer to Allah SWT. The wisdom of holding *ijārah* includes:⁴²

1. Fostering peace and happiness. The existence of *ijārah* will be able to foster cooperation between *mu'jir* and *mus'tajir*. This will create peace in their hearts. With the receipt of wages from the person who uses the service, the one who provides the service can fulfill his daily needs. If the needs of life are met, the *musta'jir* is no longer anxious when he wants to worship Allah. With wage-hire transactions can have a positive impact on society, especially in the economic field, because the community can achieve higher welfare. If each individual in a society is better able to meet their needs, then the community will be peaceful and safe. One of the obligations of a Muslim is to provide for his family, which includes his wife, children and other responsibilities. With the wages received by the *musta'jir*, this obligation can be fulfilled.
2. Fulfilling people's livelihoods. With the existence of *ijarah* transactions, especially regarding the use of services, it will be able to fulfill the livelihood of the community, both those who participate in working and those who enjoy the results of the project. So *ijārah* is a contract that has an element of helping each other.

⁴¹ Haroen, Fiqh Muamalah..., pp. 237-238.

⁴² Yusnedi Achmad, *Aspek Hukum Dalam Ekonomi* (Yogyakarta: Deepublish, 2015).

3. Resisting evil. Among the ideal purposes of doing business is to reject the evil that is likely to be committed by the unemployed. In essence, the wisdom of *ijārah* is to facilitate humans in meeting their daily needs.

Work Specifications on Labor Wages at PAUD in Trienggadeng Sub-district, Pidie Jaya

In Islam, the issue of wages is a matter that is discussed very seriously because it relates to a person's labor. Islam also forbids all forms of injustice that cause harm to people. Among the cruelest forms of injustice is blackmailing the workers and withholding their wages, this is prohibited in Islam, and the Messenger of Allah was against those who did not pay wages for workers / laborers.

In fiqh muamalah wages can be classified into two types, namely:

- a. *Ajru al-musamma* (mentioned wages), namely wages that have been mentioned at the beginning of the transaction, the condition is that when mentioned must be accompanied by willingness (accepted) by both parties.
- b. *Ajru al-misli* (commensurate wage) is a wage that is commensurate with his work and which is demanded as compensation in a similar transaction in general.⁴³

The specifications of work on labor wages in PAUD in Trienggadeng District, Pidie Jaya are as follows:

1. PAUD IT Mahkota Insani

PAUD IT Mahkota Insani is one of the PAUDs established since 2023 with private status, the form of education is a KB (Play Group), the ownership status is a foundation with an operational permit SK 425/1041 / Year 2023. PAUD IT Mahkota Insani is located at Jln. Puduek Baroeh Gampong Sagoe Trienggadeng Pidie Jaya District.

The workers at PAUD IT Mahkota Insani number 5 (five) people, with a Strata one educational background and have good educational quality, the number of workers at PAUD Mahkota Insani is 4 (four) workers and 1

⁴³ Nurul Huda, et al, *Islamic Macroeconomics A Theoretical Approach*, (Jakarta: Kencana Pranada Media Group, 2008), p. 230. 230.

(one) head, some are graduates of PAUD undergraduate, counseling guidance and economics. The head of the Yayasan PAUD IT Mahkota Insani explained, although the workers of PAUD IT Mahkota Insani did not all come from PAUD teacher education, the skills they had in caring for and educating the children entrusted to PAUD IT Mahkota Insani were very good, so that the children did not feel lack of love and attention. With a total of 25 students.⁴⁴ As for the work specifications, one worker is assigned to look after 2 children, with the tasks of; a. monitoring children's activities and interactions to ensure they play and learn in a safe and supportive environment, b. assisting children in daily learning activities, such as recognizing letters, numbers, colors, and shapes, c. assisting children in daily activities such as eating, drinking, and using the toilet, d. providing information to parents regarding children's development and activities at PAUD, and e providing child development reports to parents and related parties.

To improve the quality of educating and caring for children, PAUD IT Mahkota Insani employs employees who have a range of skills, including, having compassion for children, being able to care for babies, understanding the characteristics of each child, and implementing early education through the integration of Qur'anic Education values with internalized habits through habituation which will become an attitude that continues to be done.

Regarding wages, workers are paid based on the calculation of working hours as explained by Raudhahtu Jannah who is one of the staff caregivers of PAUD IT Mahkota Insani, each worker gets a different level of wages, the operating hours at PAUD IT Mahkota Insani are held for half a day starting from 07.20-14.00 from Monday to Saturday. While the amount of wages, each worker is paid Rp.5,000 / hour. So that the workers work from morning until noon, namely from 07.20-14.00, then they will get a wage of Rp. 25,000 / day. Providing wages to workers as well as caregiver staff is done in cash through the account of the head of the PAUD foundation, then distributed to workers through the secretary, Rohaya. Work specifications for labor wages that are paid a monthly wage of Rp. 600,000;00 per month, PAUD children who are in my responsibility are 3 (three) children, but if there is a delay in picking up the school home the PAUD will sanction the student's

⁴⁴ Interview with Marlina, Principal of Mahkota Insani PAUD, on Wednesday, July 31, 2024, at Jln. Puduek Baroeh Gampong Sagoe, Trienggadeng District, Pidie Jaya.

guardian by adding a payment of Rp. 3,000;00 for each late pick-up from school, and the regulation is set by the PAUD. As for the principal's salary, it is Rp. 2,000,000.00.⁴⁵

2. Mother's Love Preschool

PAUD Kasih Ibu is one of the PAUDs established since 2011 with private status, the form of education is KB (Play Group), the ownership status is the foundation with an operational permit SK 425/022 / Year 2023. PAUD Kasih Ibu is located in Gampong Peulandok Tunong, Trienggadeng District, Pidie Jaya.

The number of workers at PAUD Kasih Ibu is 5 (five) people, with a Strata one educational background and has a good quality of education, the number of workers at PAUD Mahkota Insani is 4 (four) people, some of whom are graduates of PAUD, Islamic Education, Islamic Education Management and Law. With a total of 40 students. The workload of workers in the PAUD is that each worker is obliged to look after and take care of 10 students.

Based on the results of interviews with Nur Aisyah one of the workers at PAUD Kasih Ibu expressed that the job specifications in this PAUD are; a. supervise children in playing. b. help children to eat, drink, or go to the toilet. and c. invite children to do activities such as playing while learning. Regarding the payment of monthly wages of Rp. 600,000;00 where if there is a delay in picking up once the PAUD does not impose sanctions on the student guardian, if the student guardian has been late in picking up several times then the school only gives sanctions by paying a fine on the delay in picking up which is Rp. 5,000;00. With a salary of Rp. 600,000;00 / month, of course, the workers feel insufficient. Because they are personally responsible for food costs, workers bring their own food from home to meet their needs. As for the principal's salary, it amounts to Rp. 1,500,000;00.⁴⁶

3. RA An Nur Preschool

⁴⁵ Results of Interview with Raudhahtul Jannah Workers at Mahkota Insani PAUD, on Wednesday, July 31, 2024, on Jln. Puduek Baroeh Gampong Sagoe Trienggadeng District Pidie Jaya.

⁴⁶ Interview with Nur Aisyah, a worker at Kasih Ibu PAUD, on Wednesday, July 31, 2024, in Gampong Peulandok Tunong, Trienggadeng District, Pidie Jaya.

PAUD RA An Nur located in Gampong Meucat Trienggadeng District Pidie Jaya which was established in 2006 to create an Islamic, creative and intellectual generation. PAUD RA An Nur with private status. The number of students is 40 people, the number of study groups is 2 (two), with 6 (six) female teachers, 1 (one) civil servant and 5 (five) non-civil servants.

Sofia explained that workers have different numbers of dependent children. *Half-day* workers are only responsible for 2 children while *full-day* workers are responsible for 3 children. In carrying out their duties, workers tend to be tied down and do not have much free time, and workers are not even allowed to play *smartphones* while taking care of children, except in certain circumstances. This rule is made so that workers can focus on their foster children, because the children being cared for are children whose average age is still under 1 year old so the work is more extra from morning to evening. Because the care system at PAUD RA An Nur is one caregiver for 2-3 children, consisting of two toddlers and a baby aged 4-7 months, this division is determined by the head of the Foundation at PAUD RA An Nur to minimize the risk of work. Each worker is fully responsible for the children they care for, even though the workers already have a group of foster children who have been set, cooperation and mutual assistance when taking care of children is still applied at PAUD RA An Nur when there are children who experience tantrums and other things.⁴⁷

In terms of fairness of wage determination based on the results of an interview with Raihan, one of the workers at PAUD RA An Nur explained that workers are paid based on their working hours, with the amount of wages per employee Rp. 1,000,000; 00. There is a difference in wages between admin and teachers at PAUD RA An Nur foundation, this happens because the duties and responsibilities of teachers are greater than the admin. Even the admin is considered a volunteer at PAUD RA An Nur, but this difference occurs when, one of the PAUD employees who served as a teacher replaces the position of admin during the day, the employee is paid the same as other employees who are not admin, even though his job is to replace the admin does not look after the children, as for the salary for the

⁴⁷ Interview with Sofia, a worker at PAUD RA An Nur, on Wednesday, July 31, 2024, in Gampong Meucat, Trienggadeng District, Pidie Jaya.

admin Rp. 800,000;00. The principal at PAUD RA An Nur is a Civil Servant (PNS), while the salary earned per month is Rp. 3,500,000;00.⁴⁸

The most important right of workers is to get a decent and fair wage. The wage must be in the form of *māl mutaqaawwim*, and the amount has been explained and agreed upon beforehand at the time of the employment agreement, from the results of the research conducted that this is clearly in accordance with the concept described and is in accordance with the wage requirements. The eligibility of wages received by workers can be assessed from three aspects, including: food (food), clothing (clothing), and shelter (shelter).⁴⁹ Decent, which means according to the market, means not giving someone's wages far below what is usually given.

Perspective of Akad *Ijārah Al-'Amāl* on the Sesification of Work on Labor Wages at PAUD in Trienggadeng District, Pidie Jaya

In Islam, *ijārah al-'amāl* contract is explained that it is a contract to hire someone for a certain job or use his services for commercial purposes that have financial benefits, especially for the worker or the one who produces the service to the person who gives him work. The utilization of the *ijārah al-'amāl* contract must have a concrete explanation and specification because the relative nature of the *ijārah al-'amāl* contract is very high so that it is different from the object of *ijārah al-'amāl*, which can be stated that the utilization of the object tends to be limited. Therefore, in this *ijārah al-'amāl* contract, the specifications of the work must be known and agreed upon by the parties before the work is carried out, this is important to avoid the emergence of differences of opinion among the parties. So that if *ijārah al-'amāl* has been perfectly carried out with the fulfillment of the pillars and conditions as explained in the previous chapter, the *ijārah al-'amāl* system is determined on the form of work and payment of wages must be made to the worker.

In an *ijarah* contract to hire a worker, the nature of the work, the time of payment, and the labor must be specified. Therefore, the type of work must be explained so that it is clear. In addition to determining the form of work, it also

⁴⁸ Interview with Raihan, a worker at PAUD RA An Nur, on Wednesday, July 31, 2024, in Gampong Meucat, Trienggadeng District, Pidie Jaya.

⁴⁹ Veithzal Rivai, *Islamic Human Capital From Theory to Practice of Islamic Resource Management*, (Jakarta: PT Raja Grafindo Persada 2009), p. 805. 805.

determines who will do it so that the level of sacrifice can be explained. It also includes what work is being done so that the sacrifices that must be made can be explained, such as a caregiver at an early childhood center. Therefore, specifying a job with a description is the same as specifying a job with a certain substance.⁵⁰ Regarding this work specification of labor wages PAUD IT Mahkota Insani, PAUD Kasih Ibu and PAUD RA An Nur determine the type of work and who works done in writing between *mu'jir* with *musta'jir*, then implemented in accordance with the written provisions.

Rewards or wages are not only determined on the form of work assessed on hard skills, but wages are also assessed from the quality of weak work. So it is necessary to standardize the value of wages in the form of *soft skills* so that the more complicated the work done by the worker directly the value of wages to be paid will be higher. Because in Islam there are no specific provisions governing the amount of wages given to workers, but in principle the wages given must be in accordance with the work that has been done.

Scholars agree that *ujrah* must be in the form of property that is valuable (*mutaqawwim*) and known (*ma'lum*) by the parties, so as to avoid *gharar* (fraud) in the *ijarah al-'amal* contract.⁵¹ As for the method of payment, it can be done in cash (*naqd*), on time (*ta'jil / muajjal*) or in installments. According to Imam Abu Hanifah, Abu Yusuf and Muhammad Al Shibani, wages are not paid only because of the contract, but it is permissible to provide conditions to accelerate part of the wages and install the rest, then the wages must also be paid in cash after the benefits are received (either daily, weekly, even monthly) or according to the agreement of both parties.⁵²

In the *ijarah al-'amal* contract, the rights and obligations of both parties must be equally fulfilled, the obligation of the *musta'jir* is to provide initial capital and his right is the fulfillment of the objectives of the agreement to be achieved. Meanwhile, the *mu'jir*'s obligation is to provide the services or *skills* needed by the *musta'jir* in accordance with the agreement and his right is to get paid for these services. The implementation of the agreement itself is inseparable from the pillars and conditions as determined in fiqh Muamalah. Regarding the terms and

⁵⁰ Taqyuddin An Nabhani, *Building an Alternative Economy from an Islamic Perspective*, (Surabaya: Risalah Gusti, Cet &, 2002), pp. 86.

⁵¹ Jaih Mubarak, Hasanuddin, *Fikih Muamalah Maliyah Akad Ijarah and Ji'alah*, (Bandung: Simbiosis Rekatama Media, 2017), p. 22. 22.

⁵² Wahbah Az Zuhaili, *Fiqh Islam wa Adillatuhu*, (Damascus: Dar al-Fikr, 2006) vol V, pp 3,839-3,840.

conditions in the calculation of wages for PAUD IT Mahkota Insani, PAUD Kasih Ibu and PAUD RA An Nur have been fulfilled as in the *ijārah al-'amāl* contract. The pillars are as follows.⁵³

- a. The management of Yayasan PAUD IT Mahkota Insani, PAUD Kasih Ibu and PAUD RA An Nur
- b. Safeguarding children
- c. The object of the contract
- d. Wages
- e. *Sighat*

In practice, the obligation of the manager of PAUD IT Mahkota Insani, PAUD Kasih Ibu and PAUD RA An Nur is to submit the object of the deed to be kept, namely children who are entrusted with ages from 4 months-3 years. While the rights and obligations of the mu'jir are to provide labor expertise, thoughts and efforts in maintaining and caring for children with the best possible love. The workers of PAUD IT Mahkota Insani receive a salary of Rp. 600,000; 00 per child taken care of, PAUD Kasih Ibu with a wage of Rp. 2,000,000; 00 and PAUD RA An Nur at a wage of Rp. 1,700,000; 00 every month for 26 days a month. The determination of different wage values by the PAUD is due to the qualification of different working hours between workers as described in the previous chapters.

The number of workers who work as caregivers of PAUD IT Mahkota Insani amounted to 5 (five) people, PAUD Kasih Ibu amounted to 5 (five) people and PAUD RA An Nur amounted to 6 (six) people, each of whom was tasked with caring for, and educating entrusted children. Not only that, the workers are also responsible for maintaining the cleanliness of PAUD IT Mahkota Insani, PAUD Kasih Ibu and PAUD RA An Nur together, such as cleaning toys, sweeping and washing dirty dishes left over from children's food and cleaning the bathroom. All work is done on the basis of the willingness of the workers they are not paid for the work. Such a concept is highly upheld by the Yayasan PAUD IT Mahkota Insani, PAUD Kasih Ibu and PAUD RA An Nur, although basically the work is not mentioned in the employment contract, but in fact in the field they work hand in hand for the cleanliness and comfort of PAUD IT Mahkota Insani, PAUD Kasih Ibu and PAUD RA An Nur.

⁵³ Wahbah Az Zuhaili, *Fiqh Islam Wa Adillatuhu*, (Damascus: Dar al-Fikr, 2006) vol V, pp 3,803-3,808.

As explained by the author on the previous page, there is a difference in the value of wages, as explained by one of the workers of PAUD IT Mahkota Insani, PAUD Kasih Ibu and PAUD RA An Nur regarding admin wages with workers. This happens because the duties and responsibilities of the teacher are greater than the admin. Even the admin is considered a volunteer at PAUD RA An Nur, but this difference occurs when, one of the PAUD workers who serves as a caregiver as well as a teacher replaces the admin position during the day, namely at 12.00-14.00. The worker is paid the same as other workers who are not admins, even though his job is only to replace the admin, not to look after and care for children at that hour. This is of course different from the agreement that has been agreed between the PAUD IT Mahkota Insani, PAUD Kasih Ibu and PAUD RA An Nur with its workers, although it is done by workers at the direction of the PAUD manager.

From the explanation above, it can be seen that the implementation of the agreement or agreement in the practice of wages for PAUD IT Mahkota Insani, Kasih Ibu PAUD and PAUD RA An Nur if viewed in terms of the terms and conditions have fulfilled the valid provisions of the *ijārah al-'amāl* contract according to fiqh muamalah. However, when viewed from the amount of wages received by workers of PAUD IT Mahkota Insani, PAUD Kasih Ibu and PAUD RA An Nur with the level of risk that must be borne, the wages are not in accordance with the welfare standards of workers. Because the *margin route* to wages is only measured based on working hours without considering the number of children entrusted to be looked after by each worker every day, because with the number of children entrusted to workers, the level of risk borne by workers is getting bigger.

Conclusion

Work specifications for labor wages at PAUD IT Mahkota Insani, PAUD Kasih Ibu and PAUD RA An Nur are fixed through the calculation of working days and hours for 6 days a week and working hours of 8 hours per day. When viewed from the terms and conditions of the use of the *ijārah al-'amāl* contract in the process of caring for children, PAUD IT Mahkota Insani, PAUD Kasih Ibu and PAUD RA An Nur have fulfilled the valid provisions of the contract according to fiqh muamalah. However, when

viewed from the amount of wages received by PAUD workers with a large level of risk and responsibility, the wages are not in accordance with the welfare standards of the workers. This happens because the *rate of margin* for wages is only measured by seeing the working time of the workers without considering that the number of children entrusted to each PAUD worker, the level of risk borne by the workers is also getting bigger.

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