

LEGAL PROTECTION FOR WORKERS AT LKP SAHABAT CENDEKIA SIGLI, INDONESIA

Muhammad Syaukas Rahmatillah
Universitas Islam Negeri Ar-Raniry Banda Aceh, Indonesia
Email: 180102119@student.ar-raniry.ac.id

Edi Yuhermansyah
Universitas Islam Negeri Ar-Raniry Banda Aceh, Indonesia
Email: edi.yuhermansyah@ar-raniry.ac.id

Abstract

The Institute of Courses and Education or LKP is one form of non-formal education institution that employs educators as applicable in formal education. However, in some LKP cases, it raises problems including the absence of contractual provisions of employment agreements that cause uncertainty and protection for both parties between LKP and workers. For this reason, the focus of this research is how is the system and form of employment contract and its implementation at LKP Sahabat Cendekia Sigli, and how is the legal protection for workers at LKP Sahabat Cendekia Sigli reviewed according to the *ijārah 'alā al-'amal* contract? This research is studied with a *conceptua lapproach* approach with the type of empirical legal research. The result of the research is that the system and form of employment contract between workers and LKP Sahabat Cendekia Sigli is in the form of an oral agreement with the provision that the manager explains the amount of salary/wages per hour and subject, as well as teaching hours or days. The LKP does not explain the expiration date of the contract. In the context of protection and legal certainty, the status of workers in the LKP and the LKP itself does not have legal certainty. On the one hand, there is uncertainty and legal protection for the LKP because workers can decide to resign/leave the LKP. On the other hand, workers also do not get legal certainty and protection because the LKP can also terminate the employment contract at any time. For this reason, seen from the *ijārah 'ala al-'amal* contract, the implementation of the employment contract at the Sahabat Cendekia Sigli LKP is not in accordance with the principles of sharia contracts. The *ijārah alā al-'amal* contract requires the certainty of a written agreement contract and the actions of the two parties are bound by and limited by the agreed agreement letter. This is what is missing in the work agreement at LKP Sahabat Cendekia Sigli.

Keywords: Customary Protection, Islamic Business Law, Indonesia, and Sahabat Cendekia Sigli

Abstrak

Lembaga Kursus dan Pendidikan atau LKP ialah salah satu bentuk lembaga pendidikan nonformal yang mempekerjakan tenaga pendidik sebagaimana berlaku dalam pendidikan formal. Hanya saja, dalam beberapa kasus LKP, justru memunculkan masalah di antaranya tidak adanya ketentuan kontrak perjanjian kerja yang menimbulkan ketidakpastian dan perlindungan bagi kedua pihak antara LKP dan pekerja. Untuk itu, fokus penelitian ini adalah bagaimana sistem dan bentuk kontrak kerja serta implementasinya di LKP Sahabat Cendekia Sigli, dan bagaimanakah perlindungan hukum bagi para pekerja pada LKP Sahabat Cendekia Sigli ditinjau menurut akad ijārah 'alā al-'amal? Penelitian ini dikaji dengan pendekatan conceptua lapproach dengan jenis penelitian hukum empiris. Hasil penelitian bahwa sistem dan bentuk kontrak kerja antara pekerja dengan LKP Sahabat Cendekia Sigli berbentuk perjanjian lisan dengan ketentuan pengelola menjelaskan jumlah gaji/upah per jam dan mata pelajaran, serta jam atau hari mengajar. Pihak LKP tidak menjelaskan batas berakhirnya kontrak. Dalam konteks perlindungan dan kepastian hukum, status pekerja di LKP dan LKP itu sendiri tidak memiliki kepastian hukum. Di satu sisi munculnya ketidakpastian dan perlindungan hukum bagi LKP karena pekerja dapat memutuskan resign/keluar dari LKP. Pada sisi lain, pekerja juga tidak mendapatkan kepastian dan perlindungan hukum karena LKP sewaktu-waktu juga dapat memutuskan kontrak kerja. Untuk itu, dilihat dari akad ijārah 'alā al-'amal, pelaksanaan kontrak kerja di LKP Sahabat Cendekia Sigli tidak sesuai dengan prinsip akad syariah. Akad ijārah alā al-'amal menghendaki adanya kepastian kontrak perjanjian tertulis dan tindakan-tindakan kedua pihak terikat dengan dan dibatasi oleh surat perjanjian yang sudah disepakati. Inilah yang belum ada dalam perjanjian kerja di LKP Sahabat Cendekia Sigli.

Kata Kunci: Aceh, Hukum Ekonomi Islam, Perlindungan Hukum, Sahabat Cendekia Sigli

INTRODUCTION

Educational institutions or units in Indonesia consist of formal education institutions, non-formal and informal education institutions, as stipulated in Article 1 number 10, in *conjunction with* Article 13 paragraph (1) in Law No. 20 of 2003 concerning the National Education System. Formal

education is a structured, tiered education pathway, which consists of basic education, secondary education, and also higher education. Meanwhile, non-formal education is an education path outside formal education that is carried out in a structured and tiered manner. What is meant by informal education is the family and environmental education path.¹ One form of non-formal education institution / unit here is the Institute of Courses and Training (LKP).² The inclusion of LKP as a non-formal education institution is reaffirmed in the Regulation of the Minister of Education and Culture (Permendikbud) of the Republic of Indonesia (RI) Number 81 of 2013 concerning the Establishment of Non-formal Education Units. In the provisions of Article 1 number 4, it is stated that what is meant by LKP is non-formal education organized for people who need knowledge and other supplies. The provisions read:

"Courses and training institutions, hereinafter referred to as LKP, are non-formal education units, organized for people who need provision of knowledge, skills, life skills, then attitudes to develop themselves, develop professions, work, independent businesses, and/or continue their education to a higher level."

Article 3 paragraph (1) letter a of the Permendikbud states that non-formal education (PNF) includes LKP, Learning Groups, Community Learning Activity Centers (PKBM), Majelis Taklim and similar PNF units. Then Article 4 paragraph (1) regulates that the established LKP can organize programs such as life skills education, youth training, women's empowerment, and work skills education, tutoring and or other non-formal education needed by the community.

As a form of non-formal education, LKP is ideally organized with a system that does not harm the parties, both for educators (workers) in the LKP and for the LKP manager concerned. One legal aspect that is quite vulnerable to being violated in the process of organizing education in LKP is the wage system applied by LKP to educators on the one hand and the implementation of educational obligations (teaching) by educators on the other. Therefore, the realization in the process of cooperation between educators and the LKP requires an agreement or work contract in accordance with legal provisions,

¹Haidar Putra Daulay, *Islamic Education in Indonesia: History and Existence*, First Edition, Cet. 1, (Jakarta: Kencana Prenada Media Group, 2019), pp. 116.

²Article 26 paragraph (4), Law No. 20/2003 on the National Education System.

in order to provide certainty and legal protection for both parties. It means that the form of contract or work agreement organized by LKP with teaching staff must be firm, clear and set forth in a written agreement.

The LKP institution which is the main focus in this research is the LKP Sahabat Cendekia Sigli institution which is located in Gampong Lampeudeu Baroh, Pidie District, Pidie Regency, Aceh Province. LKP Sahabat Cendekia Sigli is a non-formal education institution with private status and has received a National School Principal Number (NPSN) with NPSN: K9989773. LKP Sahabat Cendekia Sigli is based on the implementation of the Bimbel or Tutoring program. According to the head of LKP Sahabat Cendekia Sigli, he stated that the tutoring program at LKP Sahabat Cendekia provides a wide selection of subjects with varied fields, such as school subjects, to computer courses, language courses intended for elementary, junior high, high school, and general students. Regarding the budget allocation aspect, students only need to pay dues, namely per subject taken by the student concerned. In this case, educators or LKP Sahabat Cendekia Sigli workers are also given teaching wages.

The problem that arises in the process of implementing educational programs at LKP Sahabat Cendekia Sigli is that the provisions of contracts or work agreements are not carried out in writing. The initial process of prospective teachers is to apply to teach and an *interview* process is carried out between the manager and prospective teachers.³ In this *interview*, the form of agreement or work contract is only carried out verbally. The manager only explains the amount of salary or wage per hour and per subject, as well as the hours or days of teaching. In the oral agreement, there is no further explanation regarding the limits of the work contract between the LKP and the teacher.⁴ Similar information was conveyed by one of the teaching staff, that the form of the contract carried out was oral and there was no written agreement from the LKP with the teacher.⁵

The absence of a written agreement for the implementation of educational programs at LKP Sahabat Cendekia Sigli actually creates legal uncertainty on the one hand and legal protection on the other, both for

³Interview Results with Eka Meilinda, Leader of LKP Sahabat Cendekia Sigli, on January 12, 2024.

⁴*Ibid.*

⁵Interview Results with Asmaul Husna, Teaching Staff at LKP Sahabat Cendekia Sigli, on January 12, 2024.

managers and educators at the same time. As far as the implementation of educational programs in this LKP, the problems that arise include managers sometimes terminating teaching work contracts unilaterally without notifying educators, so that these actions will have consequences for the emergence of uncertainty and legal protection for the educators concerned. On the other hand, it appears on the educator's side, where the average educator is from *fresh* graduates or new college graduates, and they make the teaching profession in LKP only as a side job before getting another job, or waiting for the results of the CPNS test announcement. For educators who get a job and pass the CPNS test, they decide to *resign* from the LKP so that the LKP has difficulty in recruiting new educators.

Seen in the context of Islamic muamalat, the form of cooperation agreement between LKP Sahabat Cendekia Sigli and this educator *is* included in the form of *ijārah 'alā al-'amal*.⁶ *Al-ajru* here means reward or wage.⁷ The *ijārah 'alā al-'amal* contract, also known as *ijārah bil'amal*, is a contract for the benefits of a job in return.⁸ In the implementation of an agreement or contract with the *ijārah 'alā al-'amal* mechanism, it must be carried out clearly regarding the work (*charity*) performed by the worker or *ajir*. The important conditions in the *ijārah 'alā al-'amal* contract are:⁹

1. Must be in the form of work that is in accordance with sharia value principles.
2. The work done by the *adjuster* must be of a known nature.
3. Specifications must be known
4. Must know the size of the job
5. It is important to know the duration of the work.

In the *ijārah 'alā al-'amal* contract, the work performed must have a period of time and time so that the period or limit of the work contract

⁶Wahbah Al-Zuhaili, *Al-Fiqh Al-Syāfi'i Al-Muyassar*, (Transl: Muhammad Afifi and Abdul Hafiz), Volume 2, Cet. 3, (Jakarta: Almahira, 2017), pp. 37.

⁷Muhammad Quraish Shihab, *What We're Missing Morals*, (Tangerang: Lentera Hati, 2016), pp. 266.

⁸Amran Suadi and Mardi Candra, *Legal Politics: Perspectives on Islamic Civil & Criminal Law and Sharia Economics*, (Jakarta: Kencana Prenada Media Group, 2016), p. 488. 488.

⁹Devid Frastiawan Amir Sup, *Introduction to Islamic Banking in Indonesia*, (Ponorogo: UNIDA Press, 2022), p. 48. 48.

agreement is one of the conditions in the *ijārah 'alā al-'amal* contract.¹⁰ If it is related to the process of organizing educational programs at LKP Sahabat Cendekia Sigli above, the absence of a time limit in teaching and the absence of further explanation of the terms of termination of employment in the LKP is not in line with the theory of the *ijārah 'alā al-'amal* contract. Referring to this description, this study aims to analyze in depth the legal protection for workers at LKP Sahabat Cendekia Sigli.

RESEARCH METHODS

This research method is qualitative. Qualitative research methods are research by looking for meaning, understanding and also understanding of a phenomenon, event, or human life by being directly or indirectly involved in the *setting* under study, contextual and comprehensive. Qualitative research also tries to understand the meaning of an event or event by trying to interact with people in the situation of the phenomenon.¹¹ In connection with this study, researchers tried to analyze the legal protection for workers at LKP Cendekia.

This research includes field research on employment contracts at LKP Sahabat Cendekia Sigli. Therefore, to understand *legal issues* better and holistically regarding the focus of this research, an approach is needed, namely a conceptual approach. A conceptual approach is an approach by relying on views or doctrines that are in accordance with the *legal issues* being studied, so that *legal* opinions or doctrines can be used as a starting point to be able to analyze the legal issues being studied and researched.¹² In this study, the conceptual approach is to look at legal concepts and opinions so that they become part of the way to analyze the focus of the research, namely legal protection for workers at LKP Cendekia and its review of the *ijārah 'alā al-'amal* contract.

In general, legal research is divided into two types, namely normative legal research and sociological legal research.¹³ In connection with that, the

¹⁰Muhammad Al-Zuhaili, *Al-Mu'tamad Fiqh Al-Imām al-Syāfi'i*, (Transl: Muhtadi), Volume 3, (Jakarta: Gema Insani, 2018), p. 161. 161.

¹¹A. Muri Yusuf, *Quantitative, Qualitative, & Combined Research Methods*, Cet. 4, (Jakarta: Kencana Prenada Media Group, 2017), pp. 328.

¹²Peter Mahmud Marzuki, *Legal Research*, Ed. Revised, Cet. 13, (Jakarta: Kencana Prenada Media Group, 2017), p. 135.

¹³Jonaedi Efendi, & Johnny Ibrahim, *Normative and Empirical Legal Research Methods*, (Jakarta: Kencana Prenada Media Group, 2018), pp. 3.

type of research used is empirical legal research. Empirical legal research is research that examines law from an external or external perspective with the object of research being attitudes, social behavior towards law.¹⁴ In this context, the attitude, the intended legal facts are legal protection for workers at LKP Cendekia and its review of the *ijārah 'alā al-'amal* contract. The data source in this research is primary data sources, while the technique in collecting data is done by directly interviewing LKP Sahabat Cendekia Sigli and teachers regarding legal protection for workers.

RESEARCH RESULTS AND DISCUSSION

Theory of *Ijārah 'Alā Al-'Amal Akad*

The term *ijārah 'alā al-'amal* contract is composed of three important terms, namely contract, *ijārah* and *'amal*. The word akad comes from Arabic, which is the *maṣdar* form of *'aqada* and the plural form of the word *'uqūd*, which in English means *tie* (binder, *tie*) *contract* (agreement), *join* (follow).¹⁵ Linguistically, akad means an agreement.¹⁶ Akad means relationship, strong, hard, dependent, firm and binding.¹⁷ Terminologically, akad is a bond or agreement whose object is material or skill service in a certain condition agreed upon by both parties to the contract.¹⁸ Thus, the word contract linguistically means a strong bond or agreement. According to Al-Zuḥailī, the meaning of a contract can be seen in general and specific meanings. In the general meaning, it is closer to the linguistic meaning as mentioned by the Mālikī, Shāfi'ī, and Ḥanbalī jurists, namely everything that a person intends or determines to do, whether it arises from his own will, such as waqf, divorce, and oath, or requires an effort to create the action, such as buying and selling and renting. As for the contract in its specific meaning, it is the relationship between *ijab* and *kabul*.¹⁹

¹⁴I Made Pasek Diantha, *Normative Legal Research Methodology in Justifying Legal Theory*, Cet. 2, (Jakarta: Kencana Prenada Media Group, 2017), pp. 12.

¹⁵Hans Wehr, *A Dictionary of Modern Written Arabic*, (New York: Spoken Language Services, 1976), pp. 627.

¹⁶Achmad Warson Munawwir and Muhd. Fairuz, *al-Munawwir Dictionary...*, p. 953.

¹⁷Wizārah al-Auqāf, *Mausū'ah Fiqhiyyah*, Juz 30, (Kuwait: Wizārah al-Auqāf, 1995), pp. 198.

¹⁸Ridwan Nurdin, *Fiqh Muamalah; History, Law, Development*, (Banda Aceh: PeNA Foundation, 2010), pp. 21-22.

¹⁹Wahbah al-Zuḥailī, *Fiqh Al-Islāmī Wa Adillatuhu*, (Transl: Abdul Hayyie Al-Kattani, et al), Volume 4, (Jakarta: Gema Insani Press, 2011), p. 420. 420.

According to Al-Jurjānī, a contract is a bond, a relationship between several parties in a transaction through *ijab* and *kabul* in accordance with the *syarak*.²⁰ Based on this description, it can be understood that a contract is an agreement that is carried out by will between people who make a transaction, whether buying and selling or other transactions with an agreement through a handover or *ijab-kabul*. This meaning applies generally to all types of contracts. However, in the context of this discussion, what is meant by contract here is an agreement in the form of *ijārah 'alā al-'amal*.

The second word is *ijārah*, whose *masdar* form is *ajara-ajran-ajūran-ijāratān*, meaning to give wages, to care for cracked bones and to hire or rent.²¹ According to Al-Zuḥailī and al-Aḥmadī, the language meaning of *ijārah* is wages and giving work.²² From this meaning, the reward of a Muslim for the worship he performs is also called *al-ajrun*.²³ This definition is also stated by Abdul Rahman Ghazali and friends.²⁴ According to Quraish Shihab, the word *al-ajru* means reward or wage. Someone who is assigned a certain job with a certain reward. Furthermore, Shihab stated that the form of the word *ajr* can mean both the subject and the object, namely the one who gives or receives, but it is generally used for the one who receives. According to him, this implies that there is a mutual attachment, both of them need each other, the one who receives needs wages and the one who gives needs help so that there is cooperation between the two.²⁵ From this meaning, *ijārah* generally means hiring or renting for all forms of activities and transactions. In this sense, *ijārah* encompasses *the* meaning of hiring a person for providing his services, or it may be hiring an object because another party uses it for a certain profit.

Ijārah is the possession of a benefit for a *'iwaḍ* (compensation or fee). *Ijārah* is a contract for a desired, known benefit.²⁶ This means that *ijārah* transactions are permissible with *compensation* or compensation known to

²⁰Said Al-Jurjānī, *Mu'jam al-Ta'rifāt*, (Egypt: Dar al-Fadilah, t.t), 129.

²¹A.W. Munawwir and M. Fairuz, *Kamus al-Munawwir*, (Surabaya: Pustaka Progresif, 2007), pp. 9.

²²Wahbah al-Zuḥailī, *Al-Fiqh Al-Syāfi'ī...*, p. 37.

²³Abdil 'Azīz Mabruk al-Aḥmadī, et al, *Al-Fiqh al-Muyassar*, (Transl: Izzudin Karimi), Cet. 3, (Jakarta: Darul Haq, 2016), pp. 387.

²⁴Abdul Rahman Ghazaly et al, *Fiqh Muamalah*, Cet. 4, (Jakarta: Kencana Prenada Media Group, 2015), pp. 277.

²⁵M. Quraish Shihab, *What We're Missing Morals*, (Tangerang: Lentera Hati, 2016), p. 266.

²⁶Muhammad al-Zuḥailī, *Al-Mu'tamad...*, p. 211.

each party.²⁷ Sayyid Sabiq also gave a definition that tends to be the same as the previous formulation. According to him, *ijārah* is:

عَقْدٌ عَلَيْنَمَنَافِعٍ بِعَوَضٍ.²⁸

An agreement for the provision of a benefit for a fee or compensation ('iwad').

The meaning indicates that *ijārah* is an agreement for a benefit. The benefit in this case can be in the form of different utilization or work. According to Mardani,²⁹ *ijārah* is a lease transaction for an item and or wages for a service within a certain time through rental payments or service payments.³⁰ Referring to some of these definitions, it can be understood that *ijārah* is a transaction of goods or services objects with the provision of rewards or wages. The services are in the form of labor, thought, shelter, and animals and so on.³¹ In Islamic muamalah, scholars discuss *ijārah* contracts in detail in various forms and types. In general, the *ijārah* contract consists of two forms, namely *ijārah* for the benefit of an item called *ijārahbi al-māl*, and *ijārah* for a labor or service or also called wages or wages or called *ijārah 'alā al-'amal*.

1. *Ijārah* for the benefit of an object, also known as *ijārah al-manfa'ah* or *ijārah bi al-māl*, is *ijārah* in the form of utilization of an item or property. Scholars agree that this form of *ijārah* is permissible if the form of property or goods leased does not violate the provisions of syarak. For example, renting a house to live in and renting a car to drive, clothes to wear and other assets.³²
2. *Ijārah* of services/work, also known as *ijārah 'alā al-'amal*, is a form of leasing in which one party requires labor while the other party is the worker whose services and energy will be taken or used. This form of *ijārah* is an example of the Prophet's practice of a cupper where the Prophet hired a cupping service. This type of *ijārahbi al-amal* includes all forms of utilizing the energy, or mind of another person to do work,

²⁷Ibid.

²⁸Sayyid Sābiq, *Fiqh al-Sunnah*, (Transl: Abu Aulia, and Abu Syauqina), (Jakarta: Republika, 2018), pp. 114.

²⁹Mardani, *Fiqh of Sharia Economics: Fiqh Muamalah*, Cet. 2, (Jakarta: Kencana Prenada Media Group, 2013), pp. 247.

³⁰Mardani, *Islamic Law in Indonesian Positive Law*, (Jakarta: Rajawali Pers, 2018), p. 390. 390.

³¹Muh. Hanbali, *The Daily Kaffah Muslim Guide*, (Yogyakarta: Laksana, 2017), p. 377.

³²Ibn Rushd, *Bidāyah Al-Mujtahid wa Nihayah Al-Muqtaṣid*, (Transl: Fu'ad Syaifudin Nur), Volume 2, (Jakarta: Pustaka Al-Kautsar, 2016), p. 410. 410.

then for his work services he is paid according to the agreement of both parties.

Specifically, *ijārahbi al-'amal* is a lease contract for the use of a real object.³³ *Ijārah* over work, also called wages, where in this part of *ijārah* the object of the contract is someone's charity or work. In Hasan's commentary, this *ijārah* of charity or work is by hiring someone to do a job.³⁴ Thus, the main basis in this type of lease is the charity or work that is the object of the lease. The concept of wages appears in the *ijārah* contract in the form of ownership of the services of a person *ajr* (the one who is paid for his labor) by *musta'jir* (the one who contracts his labor), and this type of *ijārah* is in the form of transactions for certain services or work accompanied by compensation.³⁵ According to Haidar, as cited by Rozalinda, *ijārah 'alā al-'amal* is *ijārah* for human action or labor which is termed wage-hire. This *ijārah* is used in order to obtain services from someone by paying wages or services for the work he does.³⁶ Referring to some of these definitions, it is understood that the concept of *ijārah* in the form of services is *that* the work of people becomes the object of rent, one form of *ijārah* contract in the form of renting a job, on the one hand utilizing the performance of others, and on the other hand wanting compensation for the work that has been done.

In the perspective of Islamic law, *ijārah* contracts are recognized as one of the permissible muamalah and have received legal legitimacy. In the Islamic context, scholars agree that *ijārah* contracts, both in the category of *ijārahbi al-maldanijārah 'alā al-'amal* are permissible based on scholarly consensus. This is in line with what is stated by Abdul Rahman Ghazali and friends, that the legal determination of the permissibility of doing *ijārah* contracts *is based on* scholarly consensus.³⁷ The evidence for *ijārah alā al-amalm* refers to the provisions of the Prophet's hadith, narrated by Bukhari, from Ikrimah and Ibn Abbas as follows:

³³ Amran Suadi and Mardi Candra, *Legal Politics: Perspectives on Islamic Civil and Criminal Law and Sharia Economics*, (Jakarta: Kencana Prenada Media Group, 2016), p. 488. 488.

³⁴ Ahmad Farroh Hasan, *Fiqh Muamalah from Classic to Contemporary: Theory and Practice*, (Malang: UIN Maliki Press, 2018), p. 56.

³⁵ Isnaini Harahap, et al, *Economic Hadiths, Cet. 2*, (Jakarta: Kencana Prenada Media Group, 2017), pp. 88.

³⁶ Rozalinda, *Sharia Economic Jurisprudence: Principles & Implementation in the Islamic Financial Sector, Cet. 3*, (Depok: Rajawali Pers, 2019), pp. 131.

³⁷ Abdul Rahman Ghazaly, et al., *Fiqh Muamalah...*, p. 277.

عَنْ عِكْرَمَةَ عَنْ ابْنِ عَبَّاسٍ رَضِيَ اللَّهُ عَنْهُمَا قَالَ اخْتَجَمَ النَّبِيُّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ وَأَعْطَى الْحَجَّامَ أَجْرَهُ وَلَوْ عَلِمَ كَرَاهِيَةً لَمْ يُعْطِهِ³⁸.

Meaning: "Ikrimah reported that Ibn 'Abbas (may Allah be pleased with him) said: The Prophet (peace and blessings of Allah be upon him) practiced cupping and paid the cupper. Had he known that cupping is makrooh, he would not have paid him. (HR. Bukhari).

The hadith-reports above provide legal information about the permissibility of doing *akadijārah 'alā al-'amal*. The Prophet Muhammad also hired a cupper. This shows that the practice of *ijārah* over the work of others is justified in Islam, because the Prophet's own *fi'li* hadith is the legal reference. Commenting on the Hadīth, Ibn Hajar said that the Hadīth indicates that it is permissible to give and receive wages for cupping. If the wages of cupping were forbidden, the Prophet Muhammad would not have given them.³⁹ Another basis for the hadith refers to the provisions of the hadith narrated by Abi Dawud from Abdullah ibn Umar, where the Prophet SAW hired a Jew and paid him:

عَنْ عَبْدِ اللَّهِ بْنِ عُمَرَ قَالَ لَمَّا افْتَتِحَتْ خَيْبَرُ سَأَلَتْ يَهُودُ رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ أَنْ يُقَرَّهُمْ عَلَى. أَنْ يَعْمَلُوا عَلَى التَّصْنَفِ مِمَّا خَرَجَ مِنْهَا فَقَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ أُفْرِكُمْ فِيهَا عَلَى ذَلِكَ مَا شِئْنَا.⁴⁰

Meaning: "From Abdullah bin Umar, he said; when Khaibar was conquered, the Jews asked the Messenger of Allah to let them work for half the crop. Then the Messenger of Allah SAW said: We will let you work with that wage as long as we want. (HR. Abi Dawud).

Commenting on the above Hadith, Imam al-Nawawi as quoted by Ibn Qayyim,⁴¹ that the Hadith above is an argument for taking wages for a job. The Prophet SAW took 1/5 (one-fifth) of the produce cultivated by the Jews while the rest became part of the shareholder.⁴² Thus, this evidence is the basis for

³⁸Imam al-Bukhari, *Sahih al-Bukhari*, (Riyad: Bait al-Afkar al-Dauliyyah, 1998), p. 425. 425.

³⁹Ibn Rushd, *Bidāyah al-Mujtahid...*, pp. 419-420.

⁴⁰Abi Dawud, *Sunan Abi Dawud*, (Riyad: Bait al-Afkar, 1420 AH), pp. 341.

⁴¹Ibn Qayyim al-Jauziyyah, '*Aun al-Ma'budSharh Sunan Abi Dawud*, Juz 8, (Madinah: Maktabah al-Salafiyah, 1968), p. 242. 242.

⁴²Ibn Qayyim al-Jauziyyah, '*Aun...*, p. 242.

the permissibility of doing *ijārah* contracts through hiring others and paying wages to workers. It is interesting to quote the following opinion of Al-Tuwajiri:

In a rental contract there is an exchange of benefits between fellow human beings. Some people need business owners to work, houses to live in, cars, other means of transportation to transport goods, vehicles and other benefits. So that Allah SWT allows the lease contract as a form of convenience given to humans, and fulfills their needs to obtain assets with the value of the benefits of both parties ".⁴³

In general, the pillars and conditions of the *ijārah 'alā al-'amal* contract are the same as the terms and conditions of *ijārah* in general, except that the wording of the contract and the leased object are different from *ijārah bil manfa'ah*. According to the majority of scholars, there are four pillars of *ijārah 'alā al-'amal*, namely:⁴⁴

1. There are two people who have a contract, namely the hiring party (*al-musta'jir*) and the working party (*al-mu'ajjir*). Both are parts that must be fulfilled in the contract. If one of them is not present, for example, there is no one who works, of course it cannot be said to be a lease contract.⁴⁵
2. Ijab-kabul is the core of the *ijārah* contract. This is because Ijab-kabul serves as a handover of benefits from the renter to the hirer.
3. Rent and fees are the wages given. In the legal issue of leasing, the person who leases is obliged to give wages to the lessee. In *ijārah 'alā al-'amal*, the hiring party is obliged to give wages to his workers.
4. Benefit, is something that is the object of the *ijārah* contract.⁴⁶

The conditions of the *ijārahbiil 'amal* contract are:⁴⁷

1. The value of the benefit or service must be known, such as the tailor whose services are used, the builder whose work is utilized, and others.

⁴³Abdullah al-Tuwajiri, *Mukhtashar Al-Fiqh Al-Islami*, (Transl: Achmad Munir Badjeber, et al), Cet. 23, (Jakarta: Darus Sunnah Press, 2015), pp. 936.

⁴⁴Abdul Rahman Ghazaly, et al., *Fiqh...*, p. 278.

⁴⁵Ahmad Sarwat, *Fiqh Mu'amalat*, (Tp: Sharia Campus, 2009), p. 41.

⁴⁶Abdul Rahman Ghazaly, et al., *Fiqh...*, p. 278.

⁴⁷Abu Bakr Jabir al-Jaza'iri, *Minhaj Al-Muslim*, (Terj: Syaiful, et al), (Surakarta: ZiyadBooks, 2018), p. 503. 503.

This is because *ijārah* is similar to buying and selling where the goods being traded must be known.

2. The service being rented is permissible. So it is not permissible to hire a slave girl for sexual commercialization, or a woman to sing or wail. The *fukaha* mentioned this condition as very important. This means that the object or form of work being leased must be clear and with a clear purpose.⁴⁸
3. Knowing the amount of the wage. This means that the status of the wage must be known, because it is a substitute (medium of exchange) in an exchange transaction, so it must be known like the price of goods in buying and selling.⁴⁹
4. In addition, another condition is that the *ijab* and *qabul* in *ijārah* must mention the specified period or time.⁵⁰
5. The period for carrying out work should be determined in advance.
6. The type of work or '*charity*' must be known.

Referring to the description above, the *ijārah 'alā al-'amal* contract must fulfill the conditions in accordance with the law of the community, in addition to determining the period and time, and both parties agree to fulfill the agreement.⁵¹ If it is not specified, both the hirer and the worker may cancel at any time they wish. This may be a basic reference that the *ijārah 'alā al-'amal* contract may be carried out on the condition that it is within a certain period and agreed upon, or it may not be agreed upon with certain consequences.

System and Form of Employment Contract and Its Implementation in LKP Sahabat Cendekia Sigli

Education in the Institute of Courses and Education or LKP has elements that are generally the same as in formal institutions, such as schools. Especially concerning the existence of institutional managers, students and educators (or workers and also called tutors). LKP Sahabat Cendekia Sigli

⁴⁸Abdurrahmanal-Jaziri, *Al-Fiqh 'alā Al-Mazāhib Al-Arba'ah*, (Transl: Arif Munandar), Volume 4, Cet. 2, (Jakarta: Pustaka al-Kautsar, 2017), pp. 152-156.

⁴⁹Abd Al-'AzizMabrūk al-Aḥmadī, et al., *al-Fiqh...*, p. 389.

⁵⁰Syaifullah Aziz, *Complete Islamic Fiqh*, (Surabaya: Al-Syifa, 2005), pp. 378.

⁵¹ 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>.

located in Gampong Lampeudeu Baroh, Pidie District, Pidie Regency, Aceh Province, is one of the non-formal institutions that has been recognized as a non-formal educational institution with a National School Principal Number (NPSN), namely NPSN: K9989773. So far, the number of workers / educators or tutors in LKP Sahabat Cendekia Sigli is 16 people.⁵²

Regarding the system and form of employment contract between workers and LKP Sahabat Cendekia Sigli, it is implemented with an oral agreement, where the worker applies to become a tutor for certain subjects, then LKP Sahabat Cendekia Sigli sets working hours, and the salary calculation is adjusted to the number of teaching hours, adjusted to the number of lessons taught to students.⁵³ This has been stated by several informants, including by the Management of LKP Sahabat Cendekia Sigli, as follows:

"There is no written work contract system, only based on work responsibilities. In the process, there is no written work contract and at the beginning of each month a review of the performance of the teachers is carried out. In the salary payment system, workers are paid per hour as much as Rp.25,000 and payment is made at the beginning of the month, the more teaching hours the more the salary".⁵⁴

Similar information was also stated by one of the tutors/workers (educators) at LKP Sahabat Cendekia Sigli as follows:

"In practice, the relationship between us as tutors and the LKP is only limited to the implementation of work responsibilities and commitments. Therefore, there is no written agreement between us and the LKP, the agreement system is only verbal about the day, number of subjects, and number of hours, including salary. As for the process, we can decide ourselves to quit or the LKP itself makes a unilateral dismissal. This is because there is no written employment agreement contract regarding this matter".⁵⁵

⁵²Interview Results with Wulansari, as a Mathematics Tutor at LKP Sahabat Cendekia Sigli, July 22, 2024.

⁵³Interview Results with Maisarah, Mathematics Tutor at LKP Sahabat Cendekia Sigli, July 22, 2024.

⁵⁴Interview Results with Dahyu Maulina, Management of LKP Sahabat Cendekia Sigli on July 22, 2024.

⁵⁵Interview Results with Maisarah, Mathematics Tutor at LKP Sahabat Cendekia Sigli, July 22, 2024.

The information above shows that the system and form of employment contract at LKP Sahabat Cendekia Sigli is carried out without a work contract. This means that there is no written agreement regarding the amount of salary, the mechanism for paying salaries. It means that everything related to the employment contract is only notified verbally, and each of the workers and the LKP is only required to be responsible. The responsibility for the worker or tutor is to teach, to be present at the specified time. While the responsibility for the manager, or LKP leader is to carry out his obligations in providing wages according to teaching hours.

So far, there are several forms of responsibility given by the LKP to workers, both in the form of salaries and social and other funds, namely:⁵⁶

1. Pay salary
2. Giving THR
3. There is social money in case there are educators who experience a disaster.

Apart from the aspect of salary or wages, the LKP Sahabat Cendekia Sigli does not set a contract expiration period. Workers can teach as long as the LKP does not dismiss unilaterally. Likewise, workers can stop suddenly.⁵⁷ This is in line with Eka Melinda's explanation, the leader of LKP Sahabat Cendekia Sigli stated that the LKP and the workers can terminate the contract unilaterally because there is no written agreement about the time limit.⁵⁸ Other information is explained by Asmaul Husna as follows:

"The LKP can terminate us unilaterally, and the workers can also quit at any time because the written contract does not stipulate the number of days or working period. In addition, the LKP can evaluate our performance every month, and if it does not meet the target then we can be dismissed unilaterally".⁵⁹

⁵⁶The three points above are interview information obtained from Eka, Dahyu, Maisarah, Wulan, and Asmaul Husna, respectively as Leaders, Administrators, and Tutors at LKP Sahabat Cendekia Sigli, on July 22, 2024.

⁵⁷Interview with Wulansari, Math Tutor, on July 22, 2024.

⁵⁸Interview Results with Eka Melinda, Leader of LKP Sahabat Cendekia Sigli, July 22, 2024.

⁵⁹Interview with Asmaul Husna, Physics Tutor at LKP Sahabat Cendekia Sigli, July 22, 2024.

Referring to the description above, it can be seen that the system and form of employment contract and its implementation at LKP Sahabat Cendekia Sigli are carried out with the following points:

1. The employment agreement is not in writing, but is done orally.
2. The verbal agreement only mentions salary and teaching hours.
3. Oral agreements do not mention the expiration of the contract.
4. The LKP can dismiss unilaterally, and on the part of workers or tutors can also stop at any time. This is because the agreement does not mention the time period from the LKP to the teaching staff.

The employment contract is basically one of the important aspects in an employment agreement. The employment contract is only verbal, both regarding salary and the number of working hours at LKP are only determined verbally. The expiration and dismissal of workers are not discussed at the time of application for employment. This implies that termination of employment by both the LKP and the worker can be done at any time. A written employment contract, especially regarding the amount of salary or wages received by workers, the number of hours and subjects, as well as the period of teaching time, is very important so that it needs to be included in the employment agreement letter. Through a written work agreement contract, it becomes a guide for both parties, and both are bound by the agreement that has been made. The system and form of employment contract of LKP Sahabat Cendekia Sigli is only oral, so there is a possibility for both parties to carry out unilateral dismissal which can actually harm one of the parties.

Legal Protection for Workers at LKP Sahabat Cendekia Sigli Reviewed According to the *Ijārah 'Alā Al-'Amal* Agreement

Protection and legal certainty are legal objectives that must be represented in an engagement. In the perspective of Islamic law, legal agreements of various types, including rental or service agreements (wage hiring), should ideally be carried out by fulfilling all the terms and conditions that have been explained in fiqh. Islamic law or fiqh requires that agreements in the form of leasing services or hiring work be carried out with clear and firm provisions, so that the process of implementing the contract can run well without any parties being harmed.

In the context of legal protection for LKP Sahabat Cendekia Sigli workers, so far only in the form of fulfillment of rights in the form of teaching salaries or wages of Rp. 25,000 per hour and per subject.⁶⁰ In addition, LKP Sahabat Cendekia also provides holiday allowances and social assistance in case of disaster.⁶¹ So far, there have been no cases of workers or tutors not getting paid. However, the problem that arises is related to termination of employment either by the LKP or the worker. In this case, there is no written agreement regarding the time limit for the end of the contract. In practice, the LKP can make unilateral terminations, on the other hand, workers can also quit without the consent of the LKP.

In the context of the law of *ijārah 'alā al-'amal*, the contract can be done in writing or orally. This means that the *ijārah 'alā al-'amal* agreement does not have to be in writing, but it can be done orally.⁶² However, if the *ijārah 'alā al-'amal* contract is not done in writing or if it is done orally, the two parties must be able to carry out what has been agreed upon, both regarding the salary or wage, as well as the expiration date of the contract. This means that the expiration date of the contract in the *ijārah 'alā al-'amal* contract must still be agreed upon when the contract is made. This has been stated by several opinions, including Syaifullah Aziz, that *ijārah* must mention a specified period or time.⁶³ Likewise, Ihwanudin and friends explained that *ijārah* contracts (both *ijārah 'alā al-'amal* and *ijārah bi al-māl* contracts) are considered valid if they meet the valid conditions of the contract, one of which is that there is a definite provision regarding the expiration date of the contract, for example one day, one week, one month and so on.⁶⁴

Referring to the explanation above, it can be seen that the provision of a time limit for the expiration of the contract is an important aspect and one of the conditions for the validity of the *ijārah 'alā al-'amal* contract. In the context of workers at LKP Sahabat Cendekia Sigli, the absence of a time limit for the end of the contract will certainly cause legal uncertainty, not only for LKP Sahabat Cendekia Sigli, but also for the workers. The uncertainty of the LKP

⁶⁰Interview Results with Maisarah, Mathematics Tutor at LKP Sahabat Cendekia Sigli, July 22, 2024.

⁶¹Interview with Eka Melinda, Leader of LKP Sahabat Cendekia Sigli, July 22, 2024.

⁶²Andri Soemitra, *Sharia Economic Law and Fiqh Muamalah in Financial Institutions and Contemporary Business*, (Jakarta: Kencana Prenada Media Group, 2019), p. 121. 121.

⁶³Syaifullah Aziz, *Complete Islamic Fiqh*, (Surabaya: Al-Syifa, 2005), pp. 378.

⁶⁴Nandang Ihwanudin, et al, *Business Ethics in Islam: Theory, and Application*, (Bandung: Widina Bhakti Persada, 2022), pp. 69-70.

is when the worker quits suddenly, especially when the salary is given at the beginning of the month, then there is a possibility that the LKP will experience losses, and will have difficulty in recruiting new workers as tutors to replace them. As for the workers, they will also be disadvantaged because there is a possibility that the LKP will decide to dismiss them without any reason.

Seen from the perspective of the *ijārah 'alā al-'amal* contract, the work contract at LKP Sahabat Cendekia is likely to result in uncertainty for both parties. This happens because it will be difficult for both parties to realize all the provisions in a contract that is only done verbally. Moreover, it is related to the teaching work contract, and there is a wage or salary obligation that must be given by the LKP to all workers.

CONCLUSION

Based on the description above, several conclusions can be drawn. *First*, that the system and form of employment contract between workers and LKP Sahabat Cendekia Sigli is carried out only verbally without any written employment contract. The obligation carried out by LKP is in the form of salary fulfillment, while the obligation of workers or tutors is to carry out work in the form of teaching according to hours and subjects. The LKP does not explain the expiration of the contract, so that between the worker and the LKP each can terminate the employment relationship unilaterally. In the context of protection and legal certainty, the status of workers in the LKP and the LKP itself does not have legal certainty. In terms of the *ijārah 'ala al-'amal* contract, the implementation of the work contract at the Sahabat Cendekia Sigli LKP is not in accordance with sharia contract principles, because it allows legal uncertainty for both parties. For this reason, the LKP should make an agreement contract and contain several clauses deemed necessary so that the interests and rights of both parties can be protected.

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