



## The Wage System (Ijarah) In Islam: A Comparative Perspective of the Scholars

Ahmad Fauzi <sup>a,1</sup>

<sup>a,b</sup> Department of Islamic Economics Law, Institut Agama Islam (IAI) Al-Qolam, Malang, Indonesia  
Jalan Raya Putatlor, Putatlor, Gondanglegi, Malang, Jawa Timur 65174, Indonesia

<sup>1</sup> [fauzi@alqolam.ac.id](mailto:fauzi@alqolam.ac.id)

### ARTICLE INFO:

#### Article History:

Received: 19 Agustus 2021  
Revised: 10 September 2021  
Published: 25 September 2021

#### Keywords:

Islamic Law; wage system; fiqh muamalah; commercial contract

### ABSTRACT

Wages are one of the main sources of income for workers for what they do to improve their lives. The wages given by the owner of the field must be in accordance with the principles of justice or not indicated to be wrongful. This study aims to determine the perspective of the scholars on the wage system (ijarah). This study was qualitative, the data collection technique in this study used documentation techniques by conducting in-depth studies related to the concept wage system in Islamic perspective contained in the works of Muslim intellectuals in the past and contemporary era. The data analysis technique used qualitative data analysis. The results found that the wage system applied by the current employer is in accordance with the concept of *ijarah bil-amal* contract because it has fulfilled all the pillars and requirements as well as the principles specified in the concept of this contract.



This work is licensed under a [Creative Commons Attribution-NonCommercial 4.0 International License](https://creativecommons.org/licenses/by-nc/4.0/).

*How to cite:* Fauzi, A., (2021). The Wage System (Ijarah) In Islam: A Comparative Perspective of the Scholars. *Iqtishodia: Jurnal Ekonomi Syariah*, 6(2), 31-35. doi: <https://doi.org/10.35897/iqtishodia.v6i1.210>

## INTRODUCTION

The law of fiqh is law related to activities carried out by people who are able to carry out the law (mukallaf), both in terms of speech, actions, contracts or other transactions. Broadly speaking, fiqh law is divided into two categories, *first*, the law of worship (*fiqh ibadah*) which includes activities related to the relationship of a servant with his god. *Second*, the law of muamalah (*fiqh mu'amalah*) which includes relations between humans or with the wider community (Nawawi, 2012).

In relation to the law of muamalah, there are principles that are used as the basis for thinking, acting or so on, namely the principle of freedom, the principle of equality, the principle of justice, the principle of willingness, the principle of honesty & truth, and the principle of written or evidence. In addition, there is also the main principle that underlies every human action, including the act of muamalat, namely the principle of monotheism or divine.

One of the things regulated in muamalah fiqh is the matter of leasing which we know as *Ijarah*. Rental activities are one of the activities that are very often carried out by humans, even almost every day. One form of rental contract is a work contract or work agreement made between humans who provide work with people who provide services or labor and provided that the workers will get compensation for their work. This in fiqh is called *ijarah al-'amal*, namely the rental of services or human labor.

The work done by the hired is a mandate that must be accounted for, therefore he must try to complete it properly (Hegewisch & Liepmann, 2013). As for the wages for the hired person, it is a debt that is borne by the tenant, and this debt is an obligation that he must fulfill. In practice, the wage system should be carried out fairly and not harm either party, in accordance with one of the principles of fiqh muamalah itself, namely the principle of justice (Ghofur, 2018).

In terms of wages, the word fair is assessed from various sides, including fairness in terms of working hours, fairness in terms of wages, justice in terms of working portions, justice in terms of welfare guarantees and justice in other matters. (Al-Fauzan, 2005). But in reality there are still many practices or wage systems that are not in accordance with the provisions that have been previously regulated, therefore until now there are still a lot of problems regarding wages that make farm workers nervous because they feel they do not get justice.

The work that is done is not fixed in one position or what we usually call odd jobs, farmers or planters will move positions according to orders from the land or agricultural owner, shifting to odd jobs can be done suddenly depending on the needs (Anam, 2003). This wage system raises questions about whether this wage system is in accordance with what has been stipulated by the *syara'* or not, because as Nasrun Haroen has mentioned that one of the conditions for *ujrah* is to be clear or transparent. (Ghazaly, 2010)

Previous researchers investigating Islamic wages system disclosure done by Maulana (2018) found that the receipt of wages for daily workers of clothing shop workers in the Bandar Lampung middle market according to Islamic law, the contract used is in accordance with Islamic law, in this case what happened to the receipt of wages received by shop workers experienced there is an error in the wage system used by *mu'ajjir* or shop owners, shop workers experience nominal differences in wages among workers/employees in the same shop and there is a delay in providing wages, sometimes not in accordance with the contract agreed at the beginning of the work, in carrying out the work. While Sumartini (2019), found that the practice of wage wages in which some farmers do not pay wages in accordance with the agreed contract which is equal to 2 baskets of rice does not meet the pillars and conditions of *ijarah* so that it is not valid in Islamic law. While

## RESEARCH METHOD

This research is a qualitative study based on actual events in society (Sugiyono, 2014). The data collection technique in this study uses documentation techniques (Bungin, 2005), by conducting in-depth studies related to the concept wage system in Islamic perspective contained in the works of Muslim intellectuals in the past and contemporary era. The data analysis technique uses qualitative data analysis (Miles & Huberman, 2003), namely by presenting a description related to a systematic and comprehensive picture of the wage system in Islam according to scholars' perspective, and also data reduction and display of data to identify the result of this study.

## RESULTS AND DISCUSSION

### MEANING OF WAGES (IJARAH)

Wages are money and/or other things that are paid as compensation/reward for services or as a payment for labor that has been issued by someone to do something (KBBI, 1994). In Government Regulation Number 78 of 2015 Article 1, wages are the rights of workers or workers who are received and expressed in the form of money as a

reward from the entrepreneur or employer to the worker or laborer which is determined and paid according to a work agreement or an agreed agreement. (Government Regulation of the Republic of Indonesia concerning Wages, 2015)

Wages are prices paid to workers in exchange for their services in the production of wealth like other factors of production. In other words, wages are the price of labor or services issued in the production process. The issue of wages in Islamic fiqh is known as *ijarah* (Sumartini, 2019).

Al-*Ijarah* in terms of the science of the tool of which means etymologically *al-ijarah* is masdar from the word أَجَرَ-أَجْرًا-أَجْرًا which means to repay/reward. Masdar itself is a word that shows the meaning of action without being tied to the era/time, a word which is the third form of tashrif fi'il (Anwar, 1992). Al-*ijarah* comes from the word *al-ajru* (reward / reward) which according to the language means *al-'iwadh* which has a meaning in Indonesian which is compensation or wages. Meanwhile, according to the term, the scholars differ in defining *ijarah*, among others as follows:

According to Shafi'iyah, *ijarah* is transactions for certain intended benefits are permissible and may be used for certain rewards (Hasan, 2003). While Hanafiyya define *ijarah* as a contract to allow the ownership of a known and intentional benefit of a substance being leased in exchange for. On the other hand, Malikiyah define *ijarah* as the name for contracts for the benefit of a human nature and for some that can be transferred.

According to Sabiq, *ijarah* with reward (*ujrah*) or wages as a substitute (*al-'iwadh*) of services and benefits of an item that has been obtained (Sabiq, 1987). While Shaykh Shihab Al-Din and Shaykh Umairah, it is a contract for a known and intentional benefit to give and allow for a reward that is known at the time. According to Muhammad Al-Syarbini al-Khatib that what is meant by *ijarah* an ownership of benefits with rewards and conditions. While According to Hasbi Ash-Siddiqie, *ijarah* is a contract whose object is the exchange of benefits for a certain period, namely ownership of benefits in exchange for the same as selling benefits.

In line, Idris Ahmad stated that *ijarah* means taking benefits from other people's energy by giving compensation according to predetermined conditions (Suhendi, 2016). According to Fatwa of the National Sharia Council (DSN) that *ijarah* is a contract for the transfer of usufructuary rights (benefits) to an object or service within a certain period of time through payment of rental wages, without being followed by the transfer of property rights to an object (Nadia, 2020).

Based on the definitions above, it can be concluded that *ijarah* is the exchange of something in exchange for something in return without being followed by the transfer of ownership of the thing and within an agreed period of time. in Indonesian means rent and wages. Leasing is *الْمَنْفَع* which means "selling benefits", and wages are: *الْقُوَّة* which is "selling power or strength". Further, we can also know that the *ijarah* contract should not be limited by conditions. *Ijarah* contracts do not apply to material goods (objects), such as trees for their fruit, goats and champagne for milk and fur. This *ijarah* contract is only intended for non-material benefits, this contract also does not transfer ownership, fruits, milk and feathers are materials that cannot be rented out because they are materials which if used by a second party, the object transfers ownership.

The majority of scholars also do not allow the existence of an *ijarah* contract by making the semen of male livestock animals as objects, such as the semen of cattle, horses, cows, goats and buffalo, because semen is a material from which the semen will get the whole animal. the. As mentioned in the words of the Prophet: "*Rasulullah SAW. Prohibits the rental of male animal semen.*" (Narrated by Bukhari, Nasai & Abu Dawud).

In contrast to Ibn Qayyim al-Jauziyah, an expert on the Hanbali school of jurisprudence, he stated that he did not agree with the majority of fiqh experts above because according to him this opinion was not supported by the Qur'an, Sunnah, *Ijma* and *kias* (analogy). For him the principle in Islamic society is any material that can grow and develop gradually. The law is the same as the benefits. Like fruit on trees, milk and wool. He analogizes benefits with material in this case such as benefits and material on the issue of *waqf*. Because according to him, benefits can also be *waqf*, such as the benefits of a house to be occupied for a certain time in accordance with the agreement.

*Ijarah* can be divided into two types, first, *ijarah* for benefits (*ijarah bi al-manfa'ah*) is also known as rent, which is the object of the lease is the benefit of an item. Second, *ijarah* for labor or services (*ijarah bi al-'amal*) is also called wages, the object of which is the energy or work of a person (Muslich, 2015).

Examples of *ijarah bi al-manfa'ah* such as renting a car for traveling or a student renting a boarding room while he is in college. While *ijarah bi al-'amal* is like a person expending his energy to work in a factory. In this case, *ijarah bi al-'amal* is one of the main focuses of researchers.

### Pillars and Terms of Ijarah

As a transaction, *al-ijarah* is considered valid if it has fulfilled the applicable pillars and conditions, this is done to ensure that in its implementation it does not harm either party. Pillars are elements that make up the form of something, while conditions are something that must exist in the form of something, but are not included in the forming elements. The pillars and conditions of *ijarah* are as follows:

- 1) Mu'jir and musta'jir, namely people who make rental contracts or wages. Mu'jir is a person who gives wages or who rents out, musta'jir is a person who receives wages to do a job or who rents something. Mu'jir and musta'jir are required to be mature, reasonable, capable of *tasharruf* (management of wealth), and mutual pleasure, because if they are forced to enter into a contract, then the contract is not valid. As a basis there is in the word of God: "O you who believe, do not eat each other's wealth in a vanity way, except through a commerce that is consensual." (M. Ali Hasan, Various Kinds).  
For people who have a contract, they are also required to know the benefits of an item or know the work that will be done perfectly to prevent disputes in the future.
- 2) *Shighat* is consent *qabul* between mu'jir and musta'jir. The *shighat* of the *ijarah* contract must be in the form of a statement, will, and intention from both parties who perform the contract.
- 3) *Ujrah*, required to know the nominal amount by both parties, both in terms of rent or wages.
- 4) Goods that are rented out or work to be done in wages. For leased goods must meet the following requirements:
  - a) Goods or something that becomes the object of the contract must be able to be utilized and not have defects. (Suhendi, 2016)
  - b) The benefits of the goods being rented and the work given must be something permissible according to the *syara'* in other words the object of *ijarah* is not something that is prohibited by religion. Therefore, *fiqh* scholars agree that it is not permissible to hire or hire someone to kill or what we are familiar with as assassins, not to hire sorcerers, not to rent out houses to be used as places for gambling or prostitution (prostitution).
  - c) Objects that are rented are eternal in nature so they can last up to the agreed time.
- 5) Benefits (*ma'jur*), namely to hire a musta'jir must determine the form of work, time, wages and energy. The type of work must be explained so as not to become obscure, because transactions that are vague in nature are legal *fasid* (The analysis of Islamic law and Law no. 13 year 2003)

### Principles of Wage Determination in the Ijarah contract

Determination of wages is important for both parties to avoid disputes in the future, clarity regarding wages is also an important factor to be taken into consideration by workers when making decisions about agreeing to work or not. Therefore, Islam offers a solution related to the determination of wages in the presence of legal principles that function to fulfill wage and contract issues in Islamic law, as follows (Evi, 2020): (a) principle of justice; (b) principle of fairness; (c) principle of consensualism; (d) principle of willingness (*al-ridha*); (e) principle of permissible; (f) principle of balance (*at-tawazun fi al-mu'awadhah*); (g) principle of benefit; (h) principle of transparency.

The determination of wages (*ujrah*) in a transaction or agreement has two types, namely (An-Nabhani, 1996): (1) *ajrun musamma*, which is the wages that have been mentioned at the beginning of the agreement on the condition that the wages mentioned can be accepted or have the willingness of both parties. (2) *ajrun mitsli*, which is a wage that is commensurate with the conditions of work and commensurate with the results of work, with the meaning that the nominal wage is not determined at the beginning of the agreement. Therefore the determination of

wages must be carried out by deliberation between the two parties to get an agreement, so that in the future wages will not be a factor in a dispute.

## CONCLUSION

Based on the results on the wage system in Islam found that the restlessness of the farm workers in the wage system that exists in most societies today and should not be the result of the employer's negligence or intentionality, but rather for the development of the performance of the farm workers. The daily wage system for farm laborers and achievements made in society are generally allowed by Islamic law, because there is no cheating that violates the agreement at the beginning, and does not violate the legal principles of muamalah. The wage system applied by the current employer is in accordance with the concept of *ijarah bil-amal* contract because it has fulfilled all the pillars and requirements as well as the principles specified in the concept of this contract.

Further research need to ensure that this contract can continue to run smoothly and be alert to problems that will arise in the future for resolving disputes.

## REFERENCES

- Al-Fauzan, S. (2005). *Fiqh sehari-hari*. Jakarta: Gema Insani Press.
- Anam, A. C. (2016). Analisis hukum Islam dan uu. Nomor 13 tahun 2003 tentang ketenagakerjaan terhadap mekanisme pembayaran upah karyawan mingguan di bengkel las Sumber Jaya Desa Randegansari Kecamatan Driyorejo Kabupaten Gresik (Doctoral dissertation, UIN Sunan Ampel Surabaya). Retrieved from <http://digilib.uinsby.ac.id/6207/>
- An-Nabhani, T. (1996). *Membangun Sistem Ekonomi Alternatif dengan Perspektif Islam*. Surabaya: Risalah Gusti.
- Ghazaly, H. A. R. (2016). *Fiqh muamalat*. Jakarta: Prenada Media.
- Ghofur, R. A. (n.d.). *Wages in Wage Systems in Indonesia and Islam*. 263–292.
- Government Regulation No. 8 of 2015 concerning Wages Article 1.  
[https://jdih.kemnaker.go.id/data\\_puu/PP\\_Nomor\\_78\\_Tahun\\_2015\(1\).pdf](https://jdih.kemnaker.go.id/data_puu/PP_Nomor_78_Tahun_2015(1).pdf)
- Harahap, I. (2017). *Hadis-hadis ekonomi*. Prenada Media.
- Hariri, W. M. (2011). *Hukum Kewajiban*. Bandung, CV Setia Library.
- Hegewisch, A., & Liepmann, H. (2013). Occupational segregation and the gender wage gap in the US. *Handbook of Research on Gender and Economic Life, January*, 200–217.  
<https://doi.org/10.4337/9780857930958.00024>
- Kementerian Pendidikan Dan Budaya. (1992). *Kamus Besar Bahasa Indonesia (KBBI)*. Kementerian Pendidikan Dan Budaya. Jakarta: Balai Pustaka.
- Maulana, A. I. A. (2018). *Penerimaan Upah Pekerja Harian Dalam Perspektif Hukum Islam (Studi Kasus Para Pekerja Toko Pakaian di Pasar Tengah Bandar Lampung)* (Doctoral dissertation, UIN Raden Intan Lampung). Retrieved from <http://repository.radenintan.ac.id/id/eprint/5087>
- Nadya, E. (2020). *Sistem Pengupahan Terhadap Pengrajin Eceng Gondok Dalam Perspektif Akad Ijarah Bi Al-'amal (Suatu Penelitian Di Koperasi Kerajinan Bungong Crount)* (Doctoral dissertation, UIN Ar-Raniry).
- Nawawi, I. (2012). *Fikih Muamalah Kontemporer*. Cet. I. Bogor. Ghalia Indonesia.
- Sayyid, S. (1987). *Fikih Sunnah 13, Cet. Ke-1 Bandung: Al-Ma'arif, 1987*.
- Sugiyono, D. (2013). *Metode penelitian pendidikan pendekatan kuantitatif, kualitatif dan R&D*.
- Suhendi, H. (2016). *Fiqh Muamalah (Cet. Ke-10)*. Jakarta: PT. Raja Grafindo Persada.
- Sumartini, S. (2019). *Tinjauan Hukum Islam Tentang Praktik Upah Mengupah Dalam Pengairan Sawah Dengan Sistem Lajur (Studi Di Desa Sidodadi Kecamatan Semaka Kabupaten Tanggamus)* (Doctoral dissertation, UIN Raden Intan Lampung). Retrieved from [http://repository.radenintan.ac.id/8461/1/SKRIPSI\\_FULL.pdf](http://repository.radenintan.ac.id/8461/1/SKRIPSI_FULL.pdf)
- Wardi, M. A. (2015). *Fiqh Muamalat*. Cet. ke-III, Jakarta: Amzah.