**THE AGRICULTURAL COOPERATION CONTRACT SYSTEM AND GOVERNMENT AUTHORITY ON THE WAGE MECHANISM FROM AN ISLAMIC PERSPECTIVE.**

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**Abstract**

A mutualism symbiosis occurs in every contract in economic transactions. Cooperation agreements in the agricultural sector that are widely known and practiced in people's lives are the Mukhabarah and Muzara'ah contracts. The existence of this Mukhabarah and Muzara'ah agreement is a solution to make use of abandoned land to become productive land and provide benefits for both parties. In addition, differences in the expertise and energy of each person have consequences for the existence of Ujrah in Islamic Economics.

**Keywords**: Agricultural Cooperation Contract, Wages, Government

**Abstrak**

Simbiosis mutualisme terjadi dalam setiap akad pada transaksi ekonomi. Akad kerjasama dalam bidang pertanian yang sudah banyak diketahui dan dipraktikkan dalam kehidupan masyarakat adalah akad *Mukhabarah* dan *Muzara’ah.* Adanya akad *Mukhabarah* dan *Muzara’ah* ini sebagai solusi untuk memanfaatkan lahan yang terbengkalai menjadi lahan yang produktif dan memberikan keuntungan bagi kedua belah pihak. Selain itu perbedaan dalam keahlian dan tenaga yang dimiliki masing-masing orang menimbulkan konsekuensi adanya *Ujrah* dalam Ekonomi Islam.

**Kata Kunci**: Kontrak Kerjasama Pertanian, Upah, Pemerintah

**BACKGROUND**

Allah gives different abilities from one human to another. Many humans are gifted by Allah with abundant wealth, vast fields, and rizki that flows without stopping. Meanwhile, many people find it difficult to find sustenance, even just to be able to eat properly.[[1]](#footnote-1) Therefore in Islam it is commanded to help each other to help each other. One form of helping is a cooperation agreement in Islamic Economics.[[2]](#footnote-2) People who have large fields but do not have time to work on them, can trust others who have the energy but do not have the fields to work on them. There is a symbiosis of mutualism in this contract. The cooperation agreement in the agricultural sector that is widely known and practiced in people's lives is the Mukhabarah agreement. The difference in the expertise and energy of each person has a consequence of the existence of Ujrah in Islamic Economics. Ujrah is a wage wage system. A person may use the energy, time, and expertise of others and then be rewarded with an equivalent amount of what has been done. This paper will explain in more detail the understanding of Mukhabarah and Ujrah, terms and conditions, and matters relating to the role of government.

**DISCUSSION**

**MUKHABARAH**

The Mukhabarah agreement is a cooperation agreement in the agricultural sector between the land owner and the manager (cultivator), where the plant seeds come from land cultivators, agricultural products are divided between the owner and the cultivator according to the agreed ratio. Apart from Mukhabarah, another contract known in cooperation in the agricultural sector is the Muzara'ah contract. The Muzara'ah contract is an agreement for agricultural business cooperation between the land owner and the manager (cultivator), where the plant seeds come from the land owner, agricultural products are divided between the owner and the cultivator according to the agreed ratio.

According to al-Rafi'i and Al-Nawawi, Mukhabarah has a different meaning from Muzaraah. Meanwhile, Al-Qadhi Abu Thayib argues that Muzara'ah and Mukhabarah are one meaning.[[3]](#footnote-3) Mukhabarah is considered the same as Muzaraah because both of them are cooperative agreements in cultivating agricultural land between land owners and cultivators, in which the land owner gives agricultural land to cultivators to be planted and maintained in exchange for a certain share (percentage) of the harvest.[[4]](#footnote-4) Whereas the difference between the two is that Muzara'ah is the seed of the land owner, while Mukhabarah is the seed of the cultivator.

Aburrahman Al-Jaziri summarizes the meaning of Muzara'ah and Mukhabarah from various mazhab scholars, namely as follows:

1. According to Hanafiyah, Muzara'ah, namely, "Akad to cultivate crops with a portion of the produce that comes out of the earth."
2. According to Hanabilah, Muzara'ah, namely, "The owner of the land who actually gives up his land for planting and who works is given seeds."
3. According to Malikiyah, Muzara'ah namely, "Alliance in the contract". This definition, if explained further, states that Muzara'ah is the rental price of land from money, animals, or trade goods.
4. According to the dzahir nash, Imam Syafi'i argues that Mukhabarah is, "Cultivating the land with what is removed from the land." Whereas Muzara'ah is "A worker rents land with what is produced from the land."

**Legal Basis for Mukhabarah**

The legal basis used by the scholars in determining Mukhabarah and Muzara'ah laws is a hadith narrated by Bukhari and Muslim from Ibn Abbas RA.[[5]](#footnote-5)

*"In fact, the Prophet SAW stated that he did not forbid doing muzara'ah, he even ordered it, so that some people love others, by saying that whoever owns the land, he should plant it or give benefits to his brother, if he does not want to, then he can just be detained. the land."*

**Pillars and Terms of Mukhabarah**

There are 4 pillars of Mukhabarah, namely: [[6]](#footnote-6)

1. Land owner

2. Cultivators

3. Cultivated land

4. Akad

Mukhabarah requirements are as follows: [[7]](#footnote-7)

1. Conditions related to 'aqidain, namely must be mature, sensible, tamyiz.
2. Requirements relating to plants, namely requiring a determination of what plants to plant.
3. Requirements relating to crop yields are:
4. The percentage of each party's share must be clear when contracting
5. Results are common property
6. The share between the land owner and the tenant is of the same type of goods, for example rice, so if the land owner's share is cotton then the cultivator's share is cassava this is not legal.
7. The parts of both parties are already known
8. Not required for one of the additions that are ma'lum
9. Matters relating to the land to be planted, namely:
10. The land is cultivable
11. The boundaries of the land are known
12. Things related to time, namely:
13. The time for cooperation has been determined
14. The predetermined time allows for planting accrued crops, such as planting rice which takes approximately 4 months
15. This time allows both parties to live according to habits.
16. Matters relating to Mukhabarah tools, the equipment required to be in the form of animals or otherwise shall be borne by the manager.

**Mukhabarah Scheme**



**The Wisdom of Mukhabarah**

The wisdom of having Mukhabarah and Muzara'ah is that there is the potential to help each other between humans. Humans have large tracts of agricultural land, but do not have time to cultivate them. So that the land is abandoned and does not produce anything. Meanwhile, some other humans have the energy to work on agricultural land but do not have rice fields to work on.

So that the Mukhabarah and Muzara'ah agreements are a solution to make use of abandoned land to become productive land and provide benefits for both parties. In addition, Islamic financial institutions can also provide financing for customers engaged in agriculture on the basis of the principle of sharing the results of the harvest.

**UJRAH**

Humans were created by Allah SWT as beings who cannot live alone without needing help from others. One form of human activity within the scope of muamalah is wages, which in Islamic fiqh is called ujrah. Before explaining the meaning of wages or ujrah, we will first state the operational meaning of ujrah itself. Idris Ahmad in his book entitled Fiqih Syafi'i, argues that ijarah wages-wages. This can be seen when he explained the terms and conditions of wages, namely mu'jir and musta'jir (who give wages and who receive wages), while Kamaluddin A. Marzuki as the translator of fiqh sunnah by Sayyid Sabiq explained the meaning of ijarah by leasing. In Arabic, wages and rent are called ujrah.[[8]](#footnote-8) Al-ujrah comes from the word al-ajru, which means al-'Awadh, which means change and reward in Indonesian.[[9]](#footnote-9) Etymologically al-ijarah comes from the word Al-ajru which means al-'iwadh / replacement, that's why ats-Tsawabu in the context of reward is also called al-ajru / wages.[[10]](#footnote-10) As for the terminology, the scholars of fiqh have different opinions, including:[[11]](#footnote-11)

1. According to Sayyid Sabiq, al-ijarah is a type of contract or transaction to benefit by giving compensation.
2. According to the scholars of Syafi'iyah al-ijarah

 

This means: *"An agreement for a benefit that contains a specific purpose which is changeable, as well as receiving a substitute or an allowance with a certain substitute."*

So wages are a type of contract or transaction for an intended, specific, mutable, and permissible benefit by giving certain rewards.

1. According to Amir Syarifuddin al-ijarah in simple terms it can be defined as a contract or transaction of benefits or services for a certain fee. If the object of the transaction is the benefit or service of an object, it is called ijarah al'Ain, such as renting a house to live in. If the object of a benefit or service transaction from one's labor is called Ijarah ad-Dzimmah or wages, such as wages for typing a thesis. Although the two objects differ in the context of fiqh it is called al-ijarah.
2. Hanafiyah scholars:



Meaning: *"Contract of benefit with a substitute."*

1. Malikiyah and Hambaliyah scholars:



Meaning: *"Making the property of something immutable in a certain time with a substitute.”[[12]](#footnote-12)*

Meanwhile, the meaning of wages in the Indonesian dictionary is money and so on which is paid as retribution for services or as payment for labor that has been done to do something.[[13]](#footnote-13) Nurimansyah Haribuan defines that wages are all forms of income received by laborers (workers) either in the form of money or goods within a certain period of time in an economic activity.[[14]](#footnote-14)

Based on the definitions above, it can be understood that ijarah is the exchange of something for something in return, translated in Indonesian means renting and wages, renting is "selling benefits" and wages are "selling energy or strength".[[15]](#footnote-15) Wages are also known as buying and selling services. For example, the cost of public transportation, construction project wages, and so on. The hadith of the Prophet Muhammad regarding wages narrated by Abu Dhar that Rasulullah s.a.w said: *"They (your slaves and servants) are your brothers, Allah placed them under your care; so that whoever has relatives under his care must be given food like what he (himself) eats and clothes like what he (himself) wore; and do not burden them with very heavy tasks, and if you burden them with tasks like that, then let them help them (do it). "*(Narrated by Muslim). From the above hadith, it can be defined that Wages are rewards received by a person for his work in the form of material rewards in the world (Fair and Proper) and in the form of rewards in the hereafter (better rewards).

**Foundation of Shari'ah**

Jumhur fuqaha agreed that the law of changeable wages. This is because wages are needed in everyday life. Wages are a very human contract. Because someone in his life is not able to fulfill all his work and desires, unless he gives rewards to others to help him.[[16]](#footnote-16)

Here are some of the foundations for wages:

1. Q.S. Az Zukhruf ayat 32



*"Are they sharing the grace of your Lord? We have determined between them their livelihood in the life of the world, and We have exalted some of them above some of the others to some degree, so that some of them may use some of the others. and your Lord's grace is better than what they have gathered. ".[[17]](#footnote-17)*

The verse above emphasizes that the bestowal of God's grace, let alone the giving of time, is solely the authority of Allah, not humans. Allah has divided people's means of living in the life of the world, because they cannot do it alone and Allah has exalted some of them in property, knowledge, strength, etc. over others, so that they can help each other in fulfilling necessities of life. Because of that each of them needs each other in seeking and managing their lives. And Allah's grace is good from what they accumulate despite all the wealth and worldly power, so that they can achieve worldly and heavenly happiness.[[18]](#footnote-18)

1. In the hadith of the Prophet

*"Has told me Yusuf bin Muhammad said, had told me Yahya bin Sulaim from Isma'il bin Umayyah from Sa'id bin Abi Sa'id from Abu Hurairah radliallahu 'anhu from the Prophet sallallaahu' alaihi wasallam said: Allah Ta'ala said: There are three kinds of people whom I fought against on the day of Qiyamat, someone who swore on my name and then denied it, someone who traded free people then ate (money of) the price and someone who hired workers then the worker finished his work but was not paid his wages. " (H.R. Bukhari).[[19]](#footnote-19)*

*"Al-Abbas ibn al-Walid al-Dimasyqiy has reported to us, (he said) Wahb ibn Sa'id ibn „Athiyyah al-Salamiy has reported to us, (he said)„ Abdu al-Rahman ibn Zaid ibn Salim has reported to us, (the news came) from his father, from „Abdillah ibn„ Umar he said: Rasulullah SAW. has said: "Give to the laborer the fare before the sweat dries". (H.R Ibn Majah).[[20]](#footnote-20)*

*"Has told us Musa bin Isma'il has told us Wuhaib has told us Ibn Thowus from his father from Ibn 'Abbas radliallahu' anhuma said; The Prophet sallallaahu 'alaihi wasallam had his hands on his hands and paid his cupping. " (H.R. Bukhori & Muslim).[[21]](#footnote-21)*

**Pillars And Terms Of Wages**

Rukun are the elements that make up something, so that something is manifested because of the elements that make it up. For example a house, formed because of the elements that make it up, namely the foundation, pillars, floors, walls, roofs and so on. In the Islamic concept, the elements that make up something are called rukun. [[22]](#footnote-22) The pillars are:

1. Mu'jir and musta'jir, namely the parties who carry out the ijarah contract.[[23]](#footnote-23)

Mu'jir are people who pay wages and who rent them out, musta'jir are people who receive wages for doing something.[[24]](#footnote-24)

1. Shighat (contract). The terms of the ijab qabul between ajir and musta'jir are the same as the ijab qabul made in buying and selling, it's just that the qabul consent in the ijarah must state the specified period or time.[[25]](#footnote-25)
2. Ujrah (wages). The basis used for wage determination is the amount of benefits provided by the worker (ajiir). Not based on standard of living, minimum physical needs or the price of goods produced. Wages received from haram services become haram rizki.
3. Ma'qud alaihi (goods that become objects). Something that is done in wage wages, is required for work done with several conditions. One of the most important requirements in this transaction is that the services provided are halal services. It is prohibited to provide illicit services such as expertise in making liquor or making alcohol advertisements and so on. As long as the work done is allowed by Islam and the aqad or the transaction runs according to Islamic rules. If the work is haram, even if it is done by non-Muslims, it is still not allowed. The second requirement must be determined by the form of work, time, wages and energy. Therefore, the type of work must be explained. Because ujrah transactions are still opaque, the law is fasid.[[26]](#footnote-26)

Apart from the pillars that must exist, the ujrah contract also provides the conditions that must be fulfilled in carrying out the contract according to shari'at or Islamic law. The conditions that must be met are as follows:

1. Wages must be made by means of open deliberation and consultation, so that each individual economic actor can manifest himself in a sense of high moral obligation and loyal dedication to the public interest.[[27]](#footnote-27)
2. The wages must be in the form of mal mutaqawwim and the wages must be clearly stated. [[28]](#footnote-28) Concrete or by stating the criteria.

Since wages are payments for the value of benefits, this value is required to be clearly known.[[29]](#footnote-29) Employing people with food wages is an example of unclear wages because it contains elements of jihalah (uncertainty). Ijarah like this according to jumhur fuqaha ', apart from malikiyah is not valid. Fuqaha malikiyah establishes the validity of the ijarah as long as the wage measures are intended and can be known based on custom.

1. Wages must be different from the type of object. Paying a job with similar work is an example that does not meet this requirement. Therefore the law is invalid, because it can lead to the practice of usury. For example: hiring coolies to build houses and wages in the form of building materials or houses.
2. The wages for the rental agreement should not be in the form of benefits from the type of something that is made the agreement. And it is not legal to help someone with the wages of helping someone else. The problem is invalid because of the similarity of benefits. Then each of them is obliged to pay appropriate wages or fees after using the person's power.[[30]](#footnote-30)
3. In the form of fixed assets that can be known.[[31]](#footnote-31) If the benefits are not clear and cause disputes, then the contract is invalid because unclearness prevents delivery and acceptance so that the purpose of the contract cannot be achieved. Clarity of the object of the contract (benefit) is manifested with an explanation, place of benefits, time period, and explanation, the object of work in hiring workers.

**Labor and Employer Relations**

     The labor relationship with the employer is a form of muamalah relationship which is regulated in Islamic sharia. In this case, both a worker and an employer need to prioritize the noble values of Islam in muamalah, including the values of monotheism, piety, fairness, honesty and trust. This noble value can be described as follows:**[[32]](#footnote-32)**

1. Tawheed means to affirm Allah. Both workers and employers must both believe in Allah SWT, empower Allah SWT, so that in carrying out their work / business all of them have the intention of seeking the pleasure of Allah alone.
2. Workers and employers carry out a work relationship based on devotion to Allah SWT, and will not do work that is prohibited by syara '.
3. Workers and employers carry out a fair working relationship by prioritizing the obligation to obtain their respective rights.
4. Workers and employers have an open employment relationship from the start of signing a work contract / agreement to the work implementation process, respectively being honest and open.
5. Both of them hold the mandate, do work / business as a form of fulfilling the mandate of Allah Almighty and each of them fulfills the agreed mandate or responsibility.

**Types of Wages (Ujrah)**

Wages are classified into two types, namely: [[33]](#footnote-33)

1. Commensurate wages (ujrah al-misli)

Ujrah al-misli is a wage that is commensurate with his work and commensurate with the type of work, in accordance with the amount of value stated and agreed upon by both parties, namely the employer and the work recipient (worker) at the time of the purchase of services, therefore to determine the wage rate for both parties who carry out the service buyer transaction, but have not yet determined the agreed wage, they must determine a fair wage in accordance with their work or wages that normally apply and are commensurate with the level of the type of work. The purpose of determining an equal wage rate is to safeguard the interests of both parties, both the service seller and the service buyer, and to avoid an element of exploitation in every transaction thus, through an equivalent wage rate, any disputes that occur in the sale and purchase of services. will be resolved fairly.[[34]](#footnote-34)

1. The wages that have been mentioned (ujrah al-musamma)

The wage which is called (ujrah al-musamma) is the condition when it is mentioned that it must be accompanied by the willingness (received) of both parties who are making transactions towards the wage. Thus, the musta'jir party should not be forced to pay more than what has been stated, just as the ajir party should not be forced to get less than what has been stated, but this wage is a wage that is obliged to follow the provisions of the syara '.

If the wages are stated at the time of the transaction, then the wages at that time are the wages mentioned (ajrun musamma). If it has not been mentioned, or there is a dispute over the wages that have been mentioned, then the wages can be applied in proportion to the wages (ajrul misli).[[35]](#footnote-35)

**Government Authority in Wages of Workers**

Wages are direct financial rewards that are paid to employees based on working hours, the number of goods produced or the large number of services provided. So, unlike salaries which are relatively fixed, the amount of wages can fluctuate. The concept of wages is usually associated with the payment process for casual workers.[[36]](#footnote-36) The role of the government in authorizing the wages of workers by setting minimum wages.[[37]](#footnote-37)  Several basic considerations for the determination of the minimum wage, namely:

1. As a safety net so that the value of wages does not drop below the minimum necessity of life.[[38]](#footnote-38)
2. As a manifestation of the real implementation of Pancasila, UUD 45 and GBHN.
3. So that the results of development are not only enjoyed by a small proportion of people who have the opportunity, but need to reach the majority of low-income people and their families.
4. As an effort to equalize income and develop the middle class
5. Legal certainty for the protection of basic rights of workers and their families as Indonesian citizens.
6. Is an indicator of economic development per capita income.

In general, the minimum wage has not been able to meet the needs of life in Indonesia. Although this must be "returned" again to each individual. The needs of each individual certainly vary. increases in the prices of necessities, both primary and secondary, are sometimes not followed by an increase in wages, even if there is an increase in wages, it has not kept pace with the increase in prices. What is more concerning, there are still many companies that pay their workers below the stipulated minimum wage. On the other hand, setting the minimum wage is not an easy matter. Wallahua'lam bii ash-Showaab.

**CONCLUSION**

Mukhabarah of cooperation agreement in agriculture which is allowed in Islam. Mukhabarah is a cooperation contract in the agricultural sector between land owners and managers (cultivators), where plant seeds come from land cultivators, agricultural products are divided between owners and cultivators according to an agreed ratio. Mukhabarah is very likely to be applied in Indonesia given the large number of rice fields belonging to landlords, especially in rural areas. With Mukhabarah there has been distribution of income between the rich and the poor through cooperation agreements. Meanwhile, Ujrah or wages can be interpreted as buying and selling services. Islam allows a person to sell his services, manpower, and expertise to get a certain amount of money. But what needs to be considered is, in providing wages, it must be commensurate with the services that have been issued. Because paying services far below the value of services that have been issued is a form of tyranny. The role of the government in legalizing workers' wages by setting an appropriate minimum wage based on Had al-Kifayah.

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