



Analysis of the Uncertainty of Basic Wages in the Employment Agreement of PT X from the Perspective of Law No. 13 of 2003 on Manpower and DSN-MUI Fatwa No. 112/DSN-MUI/IX/2017

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Abstract: An employment agreement is a legal instrument that underlies the bond between workers and employers, encompassing the rights and responsibilities of each party. One of the essential elements of the agreement is the basic wage, which serves as the foundation for calculating various wage components. Ambiguity in stipulating the basic wage often leads to negative effects, with serious implications for legal protection and legal certainty for workers. This research aims to examine the issue of ambiguity in determining the salary or basic wage in employment contracts at PT X, using the perspective of Law No. 13 of 2003 on Manpower and Fatwa No. 112/DSN-MUI/IX/2017. To complete this study, the author applies a normative juridical research method. The findings reveal that the absence of a detailed basic wage in the employment contract at PT X contradicts the provisions of Article 54 paragraph (1) letter e of Law No. 13 of 2003 on Manpower, as well as the principle of clarity of *ujrah* (wages) in an *ijarah* contract. Therefore, it is necessary to revise PT X's employment contracts by specifying the basic wage components in detail and explicitly, as a form of legal certainty and legal protection for employees, in accordance with applicable legal regulations and sharia values.

Keywords: Basic Wage; Employment Agreement; Manpower Law; Fatwa 112/DSN-MUI/IX/2017.

1. Introduction

In an employment relationship, salary or wages constitute a fundamental right and a form of protection for every worker, which must be provided by the employer in return for the agreed work. From the perspective of labor law, the employment relationship is established between the party providing the work (the company/employer) and the party performing the work (the worker/employee) through an employment agreement. Such an agreement contains essential elements, including a specific job, salary or wages, and an order of service. The term "agreement" itself derives from the word promise, meaning a declaration of commitment to perform or undertake a certain act.

Meanwhile, in Islamic law, this agreement is known as an *akad*. According to the Compilation of Sharia Economic Law, an *akad* is understood as a consensus between two or more parties intended to implement and/or avoid a particular legal action. The concept of *akad* carries two dimensions of meaning: reinforcement and binding. According to the majority of scholars (*jumhur ulama*), these dimensions define *akad* as the combination of *ijab* and *qabul* in accordance with *shari'ah*, resulting in legal consequences for the object of the contract (Ike Farida, 2020).

Under Law No. 13 of 2003 on Manpower, every written employment agreement must include several mandatory components as stipulated in Article 54(1), among which is "the amount of wages or salary and the method of payment." In reference to this law,

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if an employment contract is drafted in written form, the salary provided by the employer must be stated explicitly and transparently as a form of legal protection and certainty for employees throughout their employment period.

Furthermore, according to the DSN-MUI Fatwa No. 112/DSN-MUI/IX/2017 on Ijarah Contracts, clause eight requires that “ujrah (wages) must be clearly specified, whether in the form of a fixed nominal amount, a certain percentage, or an agreed calculation formula.” This demonstrates that Islam places great emphasis on the obligation to specify wages when employing someone, and to pay those wages based on the work performed, in line with the terms of the agreed contract.

However, in practice, PT X’s employment agreement deviates from the provisions of Article 54(1) of the Manpower Law. The contracts drafted by PT X fail to include the amount of basic wages that employees are entitled to receive. This has created legal uncertainty and a lack of legal protection for PT X’s employees. Additionally, PT X does not comply with the ujarah (wage) requirements as stipulated in DSN-MUI Fatwa No. 112/DSN-MUI/IX/2017 on Ijarah Contracts. The inclusion of basic wages in an employment contract is crucial because it serves as the basis for calculating other wage components such as overtime pay, daily wages, allowances, bonuses or performance-based pay, contributions, and more. It is also the basis for calculating penalties imposed on workers, such as fines for absenteeism or tardiness.

Several prior studies have addressed issues related to basic wages and employment agreements. The first is by Hasna Aziz (2015), entitled “The Concept of Employment Agreements and Wages According to Islamic and Positive Law (A Case Analysis of Slavery at CV. Cahaya Logam Factory, Sepatan Timur District, Tangerang Regency).” This study examines employment contracts and wage systems from both Islamic law and Indonesian positive law perspectives, criticizing labor practices that contravene principles of justice and worker protection. The study concludes that at CV. Cahaya Logam, employment agreements were made orally, containing elements of negligence that led to disputes. Furthermore, wages were paid below the regional minimum wage (UMP/UMK), which is contrary to positive law that requires wages to meet at least the statutory minimum standard (Aziz, 2015). This study shares similarities with the present research in analyzing wages and employment contracts, though the case context differs.

The second is by Ulfi Nihaya and Achmad Busro (2020), entitled “Juridical Analysis of Fixed-Term Employment Contracts (PKWT) at UD. Permata Murni.” This research highlights violations in the content of fixed-term contracts at UD. Permata Murni that contravene Article 54 and Article 58 of Law No. 13 of 2003 on Manpower. Specifically, the findings show: (1) the inclusion of a one-month probationary period in the PKWT contract, despite Article 58 prohibiting probation in fixed-term contracts; (2) wages were only categorized without specifying the nominal amount or payment method, violating Article 54(1)(e) of the Manpower Law; and (3) contracts were unilaterally drafted by the employer, placing employees in a weak bargaining position without negotiation opportunities (Nihaya & Busro, 2022). This study is relevant in that it addresses the ambiguity of wages in employment agreements, but it does so solely from the perspective of labor law without reference to Islamic law or DSN-MUI Fatwas, as in the present research.

In line with the previous studies mentioned above, there are several employment agreements that do not specify the basic wage in a transparent manner. Furthermore, some companies pay wages below the minimum wage set by the government. Therefore, the neglect of basic wage provisions can greatly affect the stability of industrial relations at both the micro and macro levels. At the micro (company) level, the lack of clarity or omission of basic wages often leads to disputes between employers and employees, decreases motivation, and results in lower productivity, thereby disrupting company performance. At the macro (national) level, this issue has the potential to trigger industrial unrest in the form of strikes or demonstrations, which may undermine social

stability and economic growth. Hence, ensuring clarity and compliance with basic wage provisions is crucial to maintaining harmonious industrial relations, business sustainability, and national economic stability.

Based on the foregoing background, this study is motivated to analyze the issue of “Ambiguity of Basic Wages in Employment Agreements at PT X: A Perspective of Law No. 13 of 2003 on Manpower and DSN-MUI Fatwa No. 112/DSN-MUI/IX/2017 on Ijarah Contracts.” Accordingly, the research formulates several problem statements: (1) what is the meaning of basic wages and their role in employment agreements; (2) how are basic wages and employment agreements regulated under Law No. 13 of 2003 on Manpower and DSN-MUI Fatwa No. 112/2017; (3) how can the ambiguity of basic wages in PT X’s employment agreements be analyzed under these legal frameworks; and (4) how should disputes arising between employees and the company be resolved. The purpose of this study is to demonstrate that employers are obliged to stipulate wages or salaries in a clear and transparent manner in every employment contract document agreed upon, thereby ensuring legal certainty, compliance with statutory provisions, and alignment with Sharia principles.

2. Materials and Methods

This research employs a normative juridical approach, examined through the study of employment contract documents, statutory regulations, and relevant Sharia fatwas. A normative juridical study is a legal inquiry that views law as a set of norms or rules applicable within society, serving as guidelines for individual behavior (Muhaimin, 2020). Such research encompasses various aspects, including the study of legal principles, legal systematics, the degree of legal coherence, legal history, and comparative legal studies (Zainuddin Ali, 2020).

In this study, secondary data serve as the primary source of information, obtained through library research involving legal materials. These materials include primary legal sources, such as Law No. 13 of 2003 on Manpower and DSN-MUI Fatwa No. 112/DSN-MUI/IX/2017 on Ijarah. Secondary legal sources, which provide explanations of primary legal materials, consist of scholarly writings found in books, journals, articles, research reports, and other academic works. Tertiary legal sources, which clarify both primary and secondary materials, include dictionaries such as the Indonesian language dictionary and specialized legal dictionaries. The primary, secondary, and tertiary sources were systematically synchronized and subsequently analyzed on the basis of legal principles, theories, concepts, and doctrines, in order to provide answers to the legal issues under discussion.

3. Result and discussion

3.1. *The Definition of Basic Wages and Their Role in Employment Agreements*

In the perspective of Islamic economics, salary or wages are also referred to as *ujrah*, which, in the context of economic discussions, is often associated with the employment contract (*akad al-ijarah*) mutually agreed upon by the parties. The concept of wages and salaries in Islamic law falls within the category of *ijarah*. The term *ijarah* derives from the word *al-ajru*, meaning *al-’iwadhu* (compensation). For this reason, *ats-tsawab* (reward from Allah) is referred to as *ajru* (reward or wage). The word *al-ajru* is more appropriate when referring to divine reward, while *ijarah* is used to denote compensation exchanged among human beings (Rahmat Hidayat, 2022). Scholars of the Shafi’i school define *ijarah* as a contract concerning a lawful benefit (*manfa’ah*) that is the object of the transaction,

which may be delivered and is permissible in return for a known compensation (Permana & Iwan, 2025).

According to Lamijan and Jamal Wiwoho, wages may be briefly defined as compensation either financial and/or material provided by an individual or a legal entity to another party based on effort, work, achievement, or services rendered or to be rendered in accordance with the agreed terms (Jamal & Lamijan, 2021). Similarly, the Kamus Besar Bahasa Indonesia (KBBI) defines wages as a form of appreciation, either in the form of money or goods, given in recognition of the contribution and ability exerted in carrying out work activities.

Endeh Suhartini, Ani Yumarni, and colleagues explain that compensation (wages) represents all forms of remuneration arising from a labor contract or employment agreement, depending on the type of tasks performed and the provisions mutually agreed upon by workers and employers. This compensation reflects the income received by the worker as a return for carrying out their duties (Endeh Suhartini, Ani Yumarni, Siti Maryam, 2020). Meanwhile, Article 1 paragraph 14 of Law No. 13 of 2003 on Manpower defines an employment contract as an agreement between a worker/employee and an employer that specifies the terms of employment, rights, and obligations of both parties. In Islamic law, the fundamental principle of a labor contract is the principle of justice (Ike Farida et al., 2020).

From the above discussion, it can be concluded that wages are money (or equivalent forms of compensation) that must be paid to a worker in return for their services, based on mutual agreement. The basic wage plays a crucial role in an employment contract. Its functions include: (a) Fundamental right of the worker, employers are not permitted to reduce it unilaterally, as wages represent the core component that must be paid for the worker's performance. (b) Basis of calculation, the basic wage serves as the reference for calculating fixed allowances, overtime, severance pay, performance bonuses, and other forms of compensation. (c) Instrument of legal protection, the inclusion of the basic wage in employment contracts ensures legal certainty for employees and prevents gharar (ambiguity). (d) Welfare and work motivation, adequate basic wages enable workers to meet their living needs, improve quality of life, and feel valued for their work. Moreover, basic wages enhance motivation, productivity, financial stability, and reduce economic stress.

3.2. Provisions on Basic Wages and Employment Agreements under Law No. 13 of 2003 on Manpower

Law No. 13 of 2003 on Manpower serves as the foundation of national development in the labor sector, formulated on the basis of Pancasila and the 1945 Constitution. With the enactment of this law, all regulations related to employment should have been harmonized. The purpose of labor law is to realize social justice in the field of employment while simultaneously providing protection for workers against the excessive abuse of power by employers (Febrianti et al., 2021). Employment thus represents the right of workers or laborers to receive compensation or remuneration from employers in forms permitted by law, determined and paid according to mutual agreement. This includes wages, allowances, and other forms of compensation (Lestari, 2022).

Preventive legal protection is reflected in the existence of legislation that serves as a limitation on individual actions which, if violated, may constitute legal infractions. Therefore, the labor law also functions as a guarantee of legal protection for workers. Under Law No. 13 of 2003, the scope of worker protection includes: protection of rights within employment relations, protection of fundamental rights of workers/laborers to negotiate with employers and to strike, protection regarding occupational safety and health, special protection for women, children, and persons with disabilities, as well as protection in cases of termination of employment (Kambey, 2021).

Basic wages are determined by considering economic conditions and living needs. The provision of wages or compensation to workers in production activities essentially reflects the employer's appreciation for the contributions of workers in the production process. The amount of wages received depends on factors such as the minimum living needs of workers and their families, applicable labor wage regulations (including minimum wage policies), the marginal productivity of labor, pressures from labor unions and employer organizations, and differences in occupational status or job position (amelia, 2021).

Every written employment contract must, at a minimum, include the provisions stipulated in Article 54(1) of Law No. 13 of 2003 on Manpower, namely: (a) The name, address, and type of business of the company; (b) The name, gender, age, and address of the worker/laborer; (c) The position or type of work; (d) The location of the work; (e) The amount of wages and the method of payment; (f) Working conditions outlining the rights and obligations of both employer and worker/laborer; (g) The start date and duration of the employment contract; (h) The place and date on which the agreement was made; and (i) The signatures of both parties to the employment agreement.

Article 54 further emphasizes that provisions under points (e) and (f) must not conflict with company regulations, collective labor agreements, or prevailing laws and regulations. Every contract agreed upon by both parties carries equal legal force, and each party must retain a copy of the signed agreement. Wage policy is further elaborated in Article 88 of Law No. 13 of 2003 on Manpower, later amended by Article 88 of Law No. 6 of 2023 on Job Creation, which stipulates: (a) Minimum wages; (b) Wage structures and scales; (c) Overtime wages; (d) Wages for absence from work and/or non-performance of work for specific reasons; (e) Forms and methods of wage payment; (f) Matters that may be included in wage calculations; and (g) Wages as the basis for calculating or paying other rights and obligations.

In response to global economic developments, the government revised the legislation on wages through Law No. 6 of 2023 on Job Creation, which places significant emphasis on minimum wages. Article 88 of this law can be interpreted as affirming that "wages serve as the basic calculation for rights and obligations." The law explicitly stipulates that employers are prohibited from paying wages below the minimum wage set forth by law. Moreover, Articles 185–190 of Law No. 6 of 2023 prescribe sanctions, including fines and/or imprisonment, for violations of Article 88. Article 94 further specifies that "wage components consist of basic wages and allowances, where the amount of basic wages shall constitute at least 75% of the total of basic wages and fixed allowances."

3.3. Provisions on Basic Wages and Employment Agreements under DSN-MUI Fatwa No. 112/DSN-MUI/IX/2017 on the Ijarah Contract

In Islamic economics, the determination of wages upholds the principles of justice ('adl) and sufficiency (kifayah). The principle of justice is reflected in the clarity and transparency of contracts, as well as in the commitment to mutual consent in concluding them. Furthermore, Islamic law emphasizes that wages must be determined through fair and appropriate means, free from any unlawful coercion imposed by one party upon another (Syamsura, Budiman & Suarning, 2024).

Based on DSN-MUI Fatwa No. 112/DSN-MUI/IX/2017 concerning the "Ijarah" contract, "ujrah" (remuneration) is subject to several provisions outlined in Section Eight, which include: (a) Ujrah may take the form of money, the benefits of goods, services, or goods that may be lawfully utilized according to sharia and prevailing legislation; (b) The quantity and/or quality of ujrah must be clear, whether in the form of nominal figures or specific percentages; (c) Ujrah may be paid in cash, in installments, or on a deferred basis, depending on the agreement, provided it complies with sharia and/or applicable laws and regulations; (d) Agreed ujrah may be subject to review for benefits not yet received by the musta'jir, in accordance with the agreement.

In determining the amount of wages or compensation, Islam does not prescribe rigid rules. However, in practice, the implementation of wage systems must be guided by an understanding and interpretation of the Qur'an and Hadith, with the aim of applying principles of justice, fairness, and benevolence. The purpose is to address the basic needs of workers and promote their welfare (Alfy Syahrin, Victorya Efendi, Roni Tondi Harahap et al., 2022)

Islam also does not restrict the methods by which wages may be determined. Wage payment may be adapted to circumstances, considering factors such as the category of work, the time required, the value of goods produced, and the prevailing standard of living. In Indonesia, systems of wage payment include time-based wages, piece-rate wages, contract wages, bonus systems, and partnership schemes (Möhö, 2022).

From the perspective of DSN-MUI Fatwa, wages may be paid in cash, in installments, or on a deferred basis, in accordance with the mutual agreement of both parties. Overall, the concept of remuneration in fiqh muamalah requires proportionality between the work performed by the laborers and the wages received, commensurate with the effort expended. Wage practices are permissible as long as they adhere to the principles and foundations of muamalah, which demand voluntary consent, consideration of benefits, avoidance of harm, and the preservation of justice (Alfy Syahrin, Victorya Efendi, Roni Tondi Harahap et al., 2022).

Contracts (akad) cannot occur without an offer (ijab) and acceptance (qabul). A valid agreement must fulfill essential elements and conditions. The pillars of a contract include: (1) the mu'ajir and the musta'jir the contracting parties, in this case the employer (company) and the worker; (2) ujah (remuneration), which is the benefit or compensation received by the worker; and (3) sighthat al-'aqd (contract formula), namely the ijab and qabul, where the employer and worker reach an agreement based on mutual understanding (Harahap & Efendi, 2023). Every agreement that has been reached is recommended and even required to be honored without coercion. Such agreements must not be violated through deceit, bribery, or any form of transaction prohibited under Islamic law (Fazira & Sahlia, 2023).

3.4. Analysis of the Uncertainty of Basic Wages in the Employment Agreement of PT X According to Law No. 13 of 2003 on Manpower and DSN-MUI Fatwa No. 112/DSN-MUI/IX/2017

PT X is a company engaged in the food and beverage sector. The employment agreement applied in this company is a fixed-term employment contract made in writing and using the Indonesian language. The agreed employment contract is made in two copies, in which each party holds a copy with equal legal weight. As discussed, the ambiguity of the basic wage in PT X's employment agreement deviates from and contradicts the provisions of the Law and the DSN-MUI Fatwa. The initial part of this agreement contains the identities of both parties. The agreement is signed while considering several requirements stipulated in nine articles. This fixed-term employment agreement consists of nine articles, one of which is the wage clause that becomes the focus of this analysis.

Article 1 of the agreement regulates the employment period, stating that the contract is valid for one year, and if the employee wishes to extend the contract, they may apply to the first party according to the agreement. Article 2 contains the duties and responsibilities of the employees as obligations of the second party (employees). Article 3 regulates wages, which essentially states that wage determination is under the control of the first party while considering applicable government policies in Indonesia.

Article 3 on wages includes several crucial points, as follows: (a) Salary or wage calculation is based on a monthly wage system, taking into account unpaid wages if the worker does not fulfill their work obligations. Wages are paid once a month, with the payment period determined by the First Party (PT X). (b) The First Party, PT X, is

responsible for calculating, paying, and providing wages and facilities as stated in Appendix I of this employment agreement. (g) The Second Party, the employees, do not have the right to demand wage or salary increases except with the approval of the First Party (PT X) or in accordance with applicable Indonesian government policies. (h) The wages received by the Second Party (employees) are subject to income tax deductions as stipulated by applicable Indonesian laws.

The problematic provision lies in point 2 of Article 3. It stipulates that wages are calculated, paid, and provided in accordance with Appendix I, which contains details regarding salaries, allowances, and facilities for the employees. Appendix I states: (a) Salary is provided with the following details: (Job Title) – Amount: Rp. X.XXX.XXX. Allowances: (a) From the basic salary and fixed allowances, the Second Party's (employees') wages will be deducted for old-age and pension insurance contributions to BPJS Employment and BPJS Health programs. (b) Holiday Allowance (THR) in accordance with Law No. 13 of 2003 on Manpower.

a. Annual leave/rest according to company regulations.

From the contents of Appendix I above, it is clear that the wage/salary stated is vague. The nominal value of the basic wage at PT X is only written as "Rp. X.XXX.XXX" in the contract, preventing employees from knowing the exact initial amount of their salary or wage. This lack of clarity generates concerns among employees, such as the risk of unilateral wage reductions, as the basic wage is not clearly stipulated in the agreement. Such ambiguity is in direct violation of Law No. 13 of 2003 on Manpower and DSN-MUI Fatwa No. 112/DSN-MUI/IX/2017 on Ijarah Contracts, which emphasizes that employment contracts made in writing must specify the amount of wages and be disclosed to employees. This principle is also aligned with the following Hadiths of the Prophet Muhammad (peace be upon him):

Hadith narrated by Ibn Majah:

عَنْ عَبْدِ اللَّهِ بْنِ عُمَرَ، قَالَ: قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: أَعْطُوا

الْأَجِيرَ أَجْرَهُ، قَبْلَ أَنْ يَجِفَّ عَرْفُهُ. [رواه ابن ماجه]

"From Abdullah bin Umar (RA), he said: Rasulullah (SAW) said, 'Give the worker his wages before his sweat dries.'" (HR. Ibn Majah).

Hadith narrated by 'Abd ar-Razzaq from Abu Hurairah and Abu Sa'id al-Khudri:

مَنْ اسْتَأْجَرَ أَجِيرًا فَلْيُعْلِمْهُ أَجْرَهُ

"Whoever employs a worker, let him inform him of his wages."

Rasulullah (SAW) instructed employers to pay wages promptly, before the worker's sweat dries, meaning that wages should be paid on time according to the agreed contract, and any delay is prohibited (Rahmat Hidayat et al., 2022). Furthermore, the Hadith explicitly emphasizes the necessity of disclosing the amount of wages to workers. Thus, it is essential that employees be informed of the exact wage amount.

The ambiguity of basic wages at PT X has led to several negative consequences for employees. The employment contract does not provide certainty and legal protection. The negative effects are as follows: (a) Legal aspect: Violates Article 54 paragraph (1) of the Manpower Law; the contract risks being formally defective and easily disputed. (b) Sharia aspect: Contains gharar (uncertainty), rendering the employment contract potentially invalid under DSN-MUI Fatwa No. 112/DSN-MUI/IX/2017. (c) Economic aspect: Workers lose income certainty, face difficulties in financial planning, and experience decreased purchasing power. (d) Psychological aspect: Triggers stress, anxiety, reduced motivation, and lower work productivity. (f) Social aspect: Increases the

potential for conflict and reduces trust between workers and employers. (g) Industrial relations aspect: May provoke strikes and destabilize the company. (h) Administrative aspect: Complicates calculations for overtime, severance pay, and BPJS contributions due to the absence of a defined basic wage in the contract.

These negative impacts may push employees to seek alternative employment with greater transparency and fairness in wage matters. Therefore, it is crucial for the First Party (PT X) to review the employment agreement to protect the interests of workers without disadvantaging the company. An employment agreement serves as both a legal instrument and protection for employees. Hence, it must be drafted comprehensively, including clear stipulation of the basic wage. The agreement drafted by the First Party should ensure humane wages, transparency in wage management, and the absence of wage discrimination.

3.5. Dispute Resolution

Disputes are often associated with the word **conflict**. Biologically, conflict can occur in various places and conditions, whether at home, in schools, in public areas such as terminals and markets, or in the workplace. From a psychological perspective, conflict is the result of emotions that can affect a person's interaction with others. Thus, conflict is a natural part of human life. In the workplace, disputes may arise due to the dynamics of human relationships, as individuals possess diverse personalities and temperaments (Ade Parluangan, 2023). A conflict emerges from dissatisfaction on the part of one party. Such dissatisfaction triggers disputes; therefore, they must be promptly resolved through deliberation (*musyawarah*). Once consensus (*mufakat*) is reached, the company must resume productive activities in accordance with what has been agreed upon during the deliberation process (Nur Febya Adhawiyah & Imam Budi Santoso, 2022).

At PT X, it is not impossible for disputes to arise between the company and its employees. For this reason, PT X stipulates the procedure for dispute resolution in Article 8 of the written employment agreement. Any disputes arising from differences of interpretation regarding the agreement will first be resolved through deliberation in order to reach consensus. If deliberation fails to produce an agreement, disputes will then be settled in accordance with the applicable laws and regulations in Indonesia. This is in line with Fatwa No. 112/DSN-MUI/IX/2017 on *Ijarah* contracts, particularly in Provision Ten, Paragraph 1, which states that if disputes arise or one of the parties fails to fulfill its obligations, the resolution may be pursued through sharia-based dispute settlement institutions in accordance with prevailing laws and regulations. Referral to such institutions is permissible if no agreement is reached through deliberation (Fazira & Sahlia, 2023).

According to Law No. 2 of 2004 concerning the Settlement of Industrial Relations Disputes, Article 2 identifies several categories of disputes that may arise: (1) rights disputes, (2) interest disputes, (3) termination of employment (PHK) disputes, and (4) disputes between worker/labor unions within the same company. This law, hereinafter abbreviated as the "Industrial Relations Dispute Settlement Law" (UU PPHI), regulates and addresses optimal mechanisms for resolving and ending such conflicts. Dispute settlement may be pursued through bipartite resolution, mediation, conciliation, or arbitration. The government plays an essential role in establishing mechanisms for resolving industrial disputes both inside and outside the courts. This aims to create a principle of balance in dispute resolution, representing the rational choice of the parties involved as a reflection of the principle of fairness (Setiawati et al., 2021).

4. Conclusions

Based on the perspective of Law No. 13 of 2003 on Manpower and Fatwa DSN-MUI No. 112/DSN-MUI/IX/2017, the provisions applied by PT X in its employment agreement

deviate from the prevailing regulations, resulting in a legal defect and rendering the agreement invalid due to the absence of a stipulated basic wage or fundamental salary in the contract. Consequently, workers are negatively affected by the lack of legal certainty and protection. One of the concerns experienced by employees is the potential for unilateral wage reductions, given the absence of a clearly defined basic wage in the agreement. Therefore, the employment agreement established by PT X requires a thorough review to rectify its deficiencies by explicitly including the basic wage received by employees. Such a review and revision of the employment agreement at PT X are necessary to ensure fairness and balance for workers. The revision of the contractual document is also expected to provide legal certainty and protection for the employees.

Next, based on the case that occurred at PT X, the role of the Government is required to ensure that employment contracts clearly state the amount of basic wages as part of legal certainty and worker protection. This can be realized by strengthening regulations, enhancing company supervision, and providing workers with easily accessible complaint mechanisms. Companies that fail to comply with these provisions must be subject to strict sanctions, including administrative fines and even the revocation of business licenses in the case of repeated violations. Furthermore, aligning this policy with Islamic economic principles emphasizes that wage clarity is crucial to prevent **gharar** and uphold justice. Thus, the inclusion of basic wages in employment contracts is not only a legal obligation but also a guarantee of fairness, certainty, and welfare for both workers and employers.

References

- Ade, P. N. (2023). *Hukum Ketenagakerjaan Dan Perburuhan Perspektif Undang-Undang Cipta Kerja Terbaru 2023*. Malang: PT Literasi Nusantara Abadi Grup.
- Alfy Syahrin, Victorya Efendi, Roni Tondi Harahap, E., Manora, Irma Syafitri, M. K., Fikri Fadhurrahman, D. N., & Yudia Sri Manisa, H., D. M. I. (2022). *Akad Ujrah Wa Rahn Dalam Perspektif Fiqh Muamalah*. Yogyakarta: Pustaka Egaliter.
- Ali, Z. (2020). *Metode Penelitian Hukum*. Jakarta: Sinar Grafika.
- Amelia, A. & Yono. (2021). Upah Perspektif Islam Dalam Pengembangan Ekonomi. *Al-Infaq: Jurnal Ekonomi Islam*, 12(1), 121-137.
- Farida, I. (2020). *Perjanjian Perburuhan: Perjanjian Kerja Waktu Tertentu Dan Outsourcing*. Jakarta Timur: Sinar Grafika.
- Fatwa DSN-MUI Nomor 112/DSN-MUI/IX/2017 Tentang Ijarah
- Febrianti, L., Syafrinaldi, Ibnususilo, E., & S, T. (2021). Sistem Pengupahan Bagi Pekerja Dalam Perjanjian Kerja Waktu Tertentu (PKWT) Berdasarkan Undang-Undang Nomor 13 Tahun 2003 Tentang Ketenagakerjaan. *Syntax Literate: Jurnal Ilmiah Indonesia*, 6(1), 574-593. <https://www.jurnal.syntaxliterate.co.id/index.php/syntax-literate/article/view/4774>
- Fazira, A., & Sahlia. (2023). Akibat Hukum Pemilik Tidak Mengambil Pesanan Jahitan di Desa Hampan Perak Kecamatan Hampan Perak Kabupaten Deli Serdang Perspektif Fatwa DSN-MUI No: 112/DSN MUI/IX/2017 Tentang Akad Ijarah. *Unes Law Review*, 6(1), 3783-3793. <https://review-unes.com/https://creativecommons.org/licenses/by/4.0/>
- Harahap, E., & Efendi, R. (2023). Pengambilan Upah Langsung Dari Padi Yang Digiling Perspektif Fatwa DSN MUI No: 112/Dsn-Mui/Ix/2017 Tentang Akad Ijarah. *Jurnal Ekonomi Dan Bisnis Islam*, 7(1), 7. <https://doi.org/10.30868/ad.v7i01.5198>
- Hasan Aziz. (2015). Konsep Perjanjian Kerja Dan Upah Menurut Hukum Islam Dan Hukum Positif (Analisis Kasus Perbudakan Di Pabrik CV. Cahaya Logam Di Daerah Kec. Sepatan Timur Kab. Tangerang). *Skripsi*. Universitas Islam Negeri Syarif Hidayatullah. Jakarta.
- Hidayat, R. (2022). *Fikih Muamalah*. Medan: CV. Tungga Esti.
- Jamal, W., & Lamijan. (2021) *Upah Kerja Dan Keadilan*. Jawa Tengah: Penerbit CV. Pena Persada.
- Kambey, G. S., Aneke, S., & Siar, L. (2021). Perjanjian Kerja Waktu Tertentu (PKWT) Berdasarkan Hukum Ketenagakerjaan). *Lex Privatum*, 9(6), 130-140.
- Lestari, D. P. (2022). Analisis Yuridis Normatif Pemberian Kompensasi Perjanjian Kerja Waktu Tertentu (PKWT) Berdasarkan

- Undang-Undang Cipta Kerja. *Jurnal Hukum Lex Generalis*, 3(5), 339–349. <https://doi.org/10.56370/jhlg.v3i5.160>.
- Möhö, H. (2022). Hakikat Upah Dalam Hubungan Ketenagakerjaan. *Jurnal Panah Keadilan*, 1(2), 117–126.
- Muhaimin. (2020). *Metode Penelitian Hukum*. Mataram: Mataram University Press.
- Nihaya, U., & Busro, A. (2022). Analisis Yuridis Terhadap Perjanjian Kerja Waktu Tertentu (PKWT) “UD. Permata Furni.” *Notarius*, 15(2), 863–873. <https://doi.org/10.14710/nts.v15i2.37657>
- Nur Febya Adhawiyah, & Imam Budi Santoso. (2022). Penyelesaian Perselisihan Hubungan Industrial Dalam Pemenuhan Hak Pekerja Yang Diputus Hubungan Kerja. *The Juris*, 6(2), 502–510. <https://doi.org/10.56301/juris.v6i2.623>
- Permana, A. A., & Iwan. (2025). Religion Education Social Laa Roiba Journal. *Reslaj*, 7(17), 804–813. <https://doi.org/10.47476/reslaj.v7i1.6768>
- Setiawati, R., Herawati, N., & Cahyaningtyas, I. (2021). Perwujudan Penyelesaian Perselisihan Hubungan Industrial Sebagai Cerminan Asas Keseimbangan. *Pharmacognosy Magazine*, 75(17), 399–405.
- Suarning, Syamsuria, Budiman. (2024). Upah Jasa Penggilingan Padi Keliling Dalam Perspektif Hukum Ekonomi Syariah (Studi Kasus Desa Mattunru-Tunrue). *Jurnal Hukum Ekonomi Syariah*, 3(1), 1–18.
- Suhartini, E., Ani, Y., Siti, M., & Mulyadi. (2020) *Hukum Ketenagakerjaan Dan Kebijakan Upah*. Depok: PT Raja Grafindo Persada.
- Undang-Undang Nomor 13 Tahun 2003 Tentang Ketenagakerjaan
- Undang-Undang Nomor 6 Tahun 2023 Tentang Cipta Kerja
- Undang-Undang Nomor 2 Tahun 2004 Tentang Penyelesaian Perselisihan Hubungan Industrial