

# **Outsourcing System in View of Islamic Law: Study on Employees at Universitas Muhammadiyah Surakarta**

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## **ABSTRACT**

Research with the aim of Implementing the Outsourcing System in the Perspective of Sharia Law. Case Studies at the Employee and Human Resources Agency (BPSDM) of Muhammadiyah University of Surakarta to better know how the outsourcing agreement system in the perspective of sharia law is then used for the welfare of an outsourcing employee. This type of research is included in qualitative research that comes from interviews and data observations. The data source of this research consists of primary data sources, namely researchers directly conducting interviews with the parties concerned in the outsourcing agreement system and aspects of the outsourcing system in the perspective of sharia law, researchers also use secondary data sources, namely books, articles and reference materials. other. The results of the study explain that in an effort to prosper employees, outsourcing workers are in accordance with existing agreements and according to the primary, secondary, and tertiary needs of outsourced employees with the provisions according to fiqh science, namely *ijarah* and *wakalah*.

**Keywords:** *Outsourcing, Employment, Wages, Islamic Law, Representative Contract*

## **1. INTRODUCTION**

Global economic developments and rapid technological advances in various sectors have resulted in the emergence of intense business competition. This condition encourages the business world to adapt to fast and flexible market guidance in improving customer service. [1]

Competition in the business world between companies makes companies must concentrate on a series of processes or activities to create products and services related to its main competence. With the concentration on the main competencies in the company, a number of services will be produced that have quality and competitiveness in the market, but other companies find it difficult to make efficiency so that production costs remain high. In order to reduce unwanted risks, there is an idea among the business world to implement an outsourcing system.[2]

To meet the needs of human resources, the company who need labor take advantage of an outsourcing service agency. Rights received by agency workers in the company where they work not as equal as that received by permanent workers in the company. Whereas in their

work they are required to do the same thing as permanent workers. [3]

In this regard, the legal norms have provided guidelines as the legal basis for outsourcing / outsourced labor, as regulated in labor law Number 13 years. 2013 (Articles 56-66) and Decree of the Minister of Manpower and Transmigration of the Republic of Indonesia No. Kep.101 / Men / VI / 2004 concerning Procedures for Worker / Labor Service Provider Companies.[4]

According to Article 56 of the Manpower Act states:  
1. An employment agreement is made for a certain time or for an unspecified time. 2. The work agreement for a certain time as referred to in paragraph (1) is based on: a. Period of time; or b. The completion of a certain job.[5]

According to Article 64 of Law No.13 of 2003 concerning manpower, it states that outsourcing / outsourcing is a work agreement which is made between the entrepreneur and the workforce, where the company can hand over the implementation of workers to other companies through a written work contracting agreement, so that workers or non-employees or permanent workers of the company carry out contract labor for a certain period.[6]

Apart from being contained in the Civil Code, principles balance is also one of the principles of agreement according to Islamic law which is also called *Mabda 'at-Tawazun fi al-Mu'awadhah*. Islamic covenant law emphasizes the need for balance, both a balance between what is given and what is received and a balance in taking risks. The principle of balance in transactions (between what is given and what is received) is reflected in the cancellation of a contract that experiences a striking imbalance in performance. The principle of balance in assuming risk is reflected in the prohibition against usury transactions. Regarding the principle of *Mabda 'at-Tawazun fi al-Mu'awadhah* it is also reflected in the verse Al-Quran, including in the Quran Surat An-Nahl verse 90: You who believe, let it be you who uphold (truth), because Allah is a just witness. And don't let your hatred for one person push you to do anything unfair. Be fair because justice is closer to *taqwa*. And fear, Allah knows what you are doing.[7]

Based on the paragraph above, it is explained that we must do justice in any case, including in carrying out the rights and obligations of each one agreed in the work agreement between the parties who have agreed to implement it. Outsourcing is the delegation of day-to-day operations and management of business processes to outside parties (outsourcing service providers). Through delegation, management is no longer carried out by companies, but delegated to outsourcing service companies.[8]

In the manpower sector, outsourcing can be interpreted as the use of labor to produce or carry out a job by a company, through a company that provides labor / recruiters. This means that there are two companies involved. First, a special company selects, trains, and employs workers who produce a particular product / service for the benefit of other companies. Thus, the second company does not have a direct employment relationship with workers who work for it, the relationship is only through the company that provides the labor. In the Islamic perspective, needs are determined by the concept of *maslahah*. [9]

From the beginning, he indicated that Islam had no other basis (goal) but for the benefit of the people. The standard expression that Islamic *syari'at* is designed for the happiness of mankind (inner-outer, world-hereafter) fully reflects the principle of *maslahat*. *Maslahah* according to al-Bouti is a benefit which is shown to his servants in the form of protected religion, soul, mind, reproduction, and property according to the sequence.[10]

Based on the above background, the researcher will examine how the implementation of the outsourcing system in the perspective of sharia law. Researchers want to know that the outsourcing system is in accordance with sharia law and in accordance with the welfare standard of outsourcing employees.[9]

## 2. RESEARCH METHODS

The type of research used by the writer is qualitative, namely by means of case studies and descriptive, the writer examines a case in the community by means of interviews, observation or documentary studies to residents or managers of the research place which is then analyzed and produces a research. [11]

The data collection method used by the writer is by means of interview (interview), observation (observation), and documentation. The method of collection is by means of interviews, namely the authors are looking for information or problems to be researched, the data source is the process of an outsourcing system agreement to the BPSDM leaders and outsourcing workers. Interview activities in this study were carried out on thirteen respondents, namely two BPSDM managers including the BPSDM division and the Personnel Head, then for eleven people were employees of the outsourcing labor. [12]

The respondents who were interviewed by the BPSDM board were Mr. Agung Siswanto, SE and Mr. Agung Siswanto, SE, as for respondents who were interviewed by outsourcing workers, Mr. Dwi Ari (head of Danru campus security guard 1), Mr. Muhammad Dasuki (Deputy Danru campus security guard 2) , Mr. Fery Alex (campus security guard 2), Mr. Wahyu Sriyanto (validah building security guard), Mr. Subro (Head of Campus Parking Unit 1), Mr. Heru Widodo (Head of Campus Parking Danru 2), Mr. Ugik (Campus Parking 1), Mr. Darsono (Campus Electric Power 2), Mr. Hariyanto (Electric Power Campus 1), Mr. Priyono (Electric Power Campus 2), and Mr. Amir (Pump Power Campus 2).

## 3. RESULTS AND DISCUSSION

In the outsourcing system, BPSDM collaborates with the company or labor provider, then the outsourcing service provider company makes payment in advance to the employee or employee. Then they win over to the companies that use their services. Outsourced employees usually work in accordance with a contract or agreement with the outsourcing service provider company, not with the service user company. The work agreement between the outsourcing employee and the service provider usually follows the period of the cooperation agreement between the service company and the employing company. After an agreement with the service provider company, it was established at the Muhammadiyah University of Surakarta.[13]

According to Agung Siswanto, BPSDM itself employs permanent workers as for outsourcing workers or temporary or contract workers, there are several outsourcing employees who may be allowed by law such as field technicians at the Muhammadiyah University of

Surakarta including security guards, parking workers, labor electricity and water pump.

So in BPSDM itself has used sharia law and in accordance with existing laws in Indonesia. But according to the author BPSDM uses the Ijarah and Wakalah contracts, an ijarah contract occurs in because BPSDM is only users of services provided by companies. At first the wakalah contract was because from the first party to the second party, BPSDM was categorized as the first party and the second party was CV. Global Jaya Sukses. To do something on behalf of the first Party and for the sole interest and responsibility of the first party.

In the first article, namely the definition and scope of work: 1. job contractor agreement (hereinafter referred to as "agreement") is the first party to hand over the implementation of one or more jobs at the campus location. first party to second party to then carry out / carry out the work referred to by following the work mechanism and work procedures that have been mutually agreed upon. 2. works whose implementation is submitted by the first party to the second party, including works of security management, parking and electrical engineering/water pump according to the agreed job description. 3. to carry out the work that has been submitted, the second party has the right to recruit a number of workers, the number of which is according to the needs, and must meet the qualifications agreed upon by the first party and second party, namely through a selection process, in accordance with the agreed qualifications.[14]

The feasibility of wages received by workers is seen from four aspects, namely food (food), clothing (clothing), housing (shelter) and health insurance. The rights in wages mean that one should not employ someone's wages, far below the wages that are usually given. For example, in outsourcing labor, usually the Sukoharjo umk is around Rp1,938,000, so what is given according to Sukoharjo's UMK or UMR is Rp. 1,938,000. There are no deductions or deductions in the salary or wages given by BPSDM for outsourced workers. And BPSDM also receives compensation in the form of management fees or services of 8% of the principal money for outsourcing workers.[15]

From the results of the BPSDM interview, the writer explained the difference between outsourcing workers and permanent workers. Workforce employees are not only in the scope of outsourcing workforce, but daily workforce and permanent workforce. Outsourcing workers in collaboration with CV. Global Jaya Sukses then the company collaborated with BPSDM, including security outsourcing workers or security guards, motorcycle security or parking outsourcing workers, and electricity and water pump outsourcing workers.[16]

**Table 1.** Outsourcing Employees and Permanent Employees

No	Information	Outsourcing Employees	Permanent Employees
1	BPJS Healt	V	V
2	School fees	X	25% dry charge
3	Clothes	Gain depends on per unit	Get work clothers
4	Home installments	X	V
5	Overtime pay	Get overtime pay	Get overtime pay
6	Meal allowance	Get Rp. 10,000	Get Rp. 15,000
7	Transport fees	X	V Get Rp. 25,000 / day
8	Off work	X	V leave a year three times
9	Wife's permission to give birth, marry children or family, and some family died	permission and get love money or compensation in accordance with the permit	family interest permit
10	Layoffs	X	V
11	THR	Getting but not like a permanent employee	Get according to work group
12	Salary 13	Getting only one salary depends on the leadership of BPSDM	Get according to work group
13	Pension plan	X	V

So from the results of the interview the author makes a table of differences between outsourcing employees and permanent employees. In terms of worship, it has been fulfilled and is free to carry out worship during working hours but with an alternate system for security guards and parking workers, electricity and pump workers can be done together.[17]

In terms of clothing and food, it is sufficient for the family and for housing problems depending on the workforce, most of the outsourced workers still follow houses with their parents and parents-in-law because they do not have their own house. And there are no official

houses for outsourced workers, only those that are given installments to permanent workers because the installments have very high installments. It is better for outsourcing workers to meet their daily needs than to pay for a house because buying a house is the second alternative and the first alternative is daily needs such as the needs of children and wives, meeting children's school needs, and other needs.[8]

For health insurance, every employee of outsourced labor and labor employees still get health insurance except for daily workers, daily workers do not get health insurance from BPSDM. In providing health insurance, among others, BPJS health, Jamsostek and MMC. But the payment between outsourced workers and permanent workers for a discount every month is the same which distinguishes if outsourced workers get regular facilities. Meanwhile, for workers, it is better to have a workforce facility above it outsourcing.

Wages for outsourcing employees, and permanent labor employees are in accordance with the provisions of the Sukoharjo UMK, there is no discount, except for a discount every month to pay BPJS health and Jamsostek so that workers get health insurance. Apart from wages, there is such a thing as incentives or additional income outside of wages to improve the performance of outsourcing employees and permanent employees, incentives outside the basic salary, such as overtime pay, food and transport allowances. For overtime pay is money for additional work or additional time or excess time in workers, additional money is given for permanent employees or outsourcing employees. Food allowance is money given to outsourcing employees as a substitute for eating to improve the welfare of outsourced workers. For permanent or office employees, it is provided in the form of fast food. Transport fee is money given to permanent employees or temporary employees to replace gasoline that has been spent. Each outsourced worker and workers still have the same incentive in giving outside salary which differentiates in the provision, for example, if the food allowance for outsourcing workers is IDR 8,000, while for workers still gets IDR 15,000. the difference between outsourcing workers and workers remains only a small difference. So with overtime pay in giving overtime pay, it is different from security guards, parking workers, and electricity and water pump workers.[4]

The concept of *ijarah* contained in BPSDM has met the pillars and requirements of *ijarah*. In a *rukun ijarah*, a person who makes a lease or wage-wage contract. *Mu'jir* is the one who gives the wages and the ones renting out, *musta'jir* are people who receive wages to do something and who rent something. The terms of *mu'jir* and *musta'jir* are *baligh*, intelligent, capable of doing *tasharruf* (controlling *hata*) and giving up each other. So in this contract, the *mujir* are harmonious as BPSDM and *mustajir* as employees of outsourcing workers, for this contract there must be voluntary no coercion from the

heart, a mandate that is held in the agreement not to change, and mutually beneficial to one another.[13]

The concept of *Wakalah* contained in BPSDM has met the pillars and requirements of the *wakalah*. In a harmonious *wakalah*, it is the delegation, delegation of authority or power from the first party to the second party to carry out something on behalf of the first party and for the full interest and responsibility of the first party. Two people make transactions between the service company and the service user company, and make a *qabul consent*, such as carrying out the order represented.

From the two concepts above, the outsourcing system in BPSDM has complied with sharia law in the form of not violating irregularities in the provision of agreements, trusts, mutually beneficial to each other and providing salaries or wages according to the Sukoharjo UMK (*Upah Minimum Kota*) without any deductions except for BPJS Kesehatan deductions. For outsourcing workers, there is no deviation and they are excluded or returned to the company. BPSDM and outsourcing workers are in accordance with sharia law and have established Islamic characteristics.

#### 4. CONCLUSION

Based on the discussion in the previous chapters, the writer will draw the following conclusions: (1) Outsourcing, workers who carry out a contract work system against the company, in this contract an agreement is made between the service user company and the outsourcing employee (2) implementation of the outsourcing system at BPSDM Muhammadiyah University of Surakarta has implemented the terms and conditions according to the science of *fiqh*, namely *ijarah* and *wakalah* which are in accordance with Islamic sharia law and Article 64 of Law No.13 of 2003 concerning manpower. In the *syariah* law system it has been implemented but still fully complies with the existing system in Indonesia. (3) The results of this system have been implemented in accordance with sharia law, including providing wages in accordance with the existing MSEs around Sukoharjo, providing additional salaries or incentives, and ensuring the health of outsourced workers. (4) The obstacle in conducting this research is that the BPSDM Muhammadiyah University of Surakarta does not have any standing or historical data for the first time in the form of BPSDM. The contribution from this research is expected that BPSDM Muhammadiyah University Surakarta will provide opportunities for outsourcing workers who have been more than ten years old to be given a promotion as permanent employees. And for promotion as a permanent employee, don't be seen from the point of view that is closest to the leader, but from the perspective that he has worked and has a good and good performance. To provide an increase as a permanent employee, a

minimum limit of ten years is given, so that there is no gap in the promotion as a permanent employee.

## **AUTHORS' CONTRIBUTIONS**

Muthoifin: First author, finishing, article editing, corresponding author, and doctor of Islamic studies. Muhamad Mukti Nugroho: Second author, research data finder, and student of department of Islamic economic law Universitas Muhammadiyah Surakarta Indonesia.

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