

ACHIEVING EQUITY IN THE WORKPLACE: WOMEN WORKERS' RIGHTS IN THE SMALL BUSINESSES

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Abstract

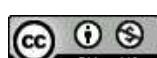
This study aims to analyze the fulfillment of women's labor rights at S Boutique Palu, which has been operating since 2013 in the fashion industry, amidst challenges faced by female workers related to labor regulations. The data collected were collected using a qualitative approach and empirical legal method through observation, structured interviews, and documentation. The results show that, although S Boutique Palu has met some material requirements in employment contracts, several worker rights have not been optimally fulfilled, including insufficient wages, unfair work-hour arrangements, and incomplete employment contracts. The study concludes by emphasizing the need for improvements in fulfilling women's labor rights in alignment with principles of justice and equality and recommendations to foster a better and more sustainable working environment in the small and medium business sector.

Keywords: **Equity in the workplace; Women workers' rights; Sharia law and worker rights**

Abstrak

Penelitian ini bertujuan untuk menganalisis pemenuhan hak-hak tenaga kerja perempuan di Butik S Palu, yang beroperasi sejak 2013 dalam industri fashion, di tengah tantangan yang dihadapi pekerja perempuan terkait regulasi ketenagakerjaan. Dengan menggunakan pendekatan kualitatif dan metode hukum empiris, data dikumpulkan melalui observasi, wawancara terstruktur, dan dokumentasi. Hasil penelitian menunjukkan bahwa meskipun Butik S Palu telah memenuhi beberapa syarat materiil dalam perjanjian kerja, masih terdapat sejumlah hak pekerja yang belum terpenuhi secara optimal, termasuk upah yang tidak sesuai, pengaturan jam kerja yang tidak adil, serta kontrak kerja. Kesimpulan dari penelitian ini menekankan perlunya perbaikan dalam pemenuhan hak-hak pekerja perempuan agar sesuai dengan prinsip keadilan dan kesetaraan, serta rekomendasi untuk menciptakan lingkungan kerja yang lebih baik dan

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berkelanjutan di sektor usaha kecil dan menengah.

Kata Kunci: Keadilan di tempat kerja; Hak-hak pekerja Perempuan; Hukum Syariah dan Hak-hak Pekerja

A. INTRODUCTION

The rapid economic growth in recent decades has driven an increase in women's participation in the workforce.¹ Women are no longer solely responsible for managing households but also actively contribute as workers in various sectors,² Including the fashion industry. Although regulations, such as Law No. 13 of 2003 on Manpower, are in place to protect women's labor rights, female workers still face numerous challenges in securing their rights.

One example of this issue is at S Boutique Palu, a small business that has been operating since 2013 and specializing in fashion products. At this boutique, there are indications that women's labor rights have not been fully upheld. This is evident in inadequate wage arrangements, irregular working hours, and a lack of freedom in employment contract negotiations. These conditions raise fundamental concerns about workplace justice and gender equality, as well as the effectiveness of existing regulations in protecting female workers, particularly in the small and medium business sectors.

This phenomenon not only affects the well-being of individual workers but also impacts the overall productivity and sustainability of the business itself. Employee dissatisfaction can lead to high turnover rates, disrupting operations and damaging the company's reputation. Therefore, exploring the extent to which women's labor rights are fulfilled at S Boutique Palu is crucial.

¹ Wulan Kurniasari, Toto Gunarto, and Dedy Yuliawan, "Dinamika Partisipasi Angkatan Kerja Perempuan: Faktor Kunci Di Indonesia," *Jurnal Ekonomi Dan Bisnis (EK Dan BI)* 7, no. 1 (2024): 38–47, <https://doi.org/10.37600/ekbi.v7i1.1343>.

² Muhammad Fuad Zaini Siregar, "Pentingnya Pengembangan Karir Bagi Perempuan Di Masa Kini," *Saree: Research in Gender Studies* 5, no. 1 (2023): 89–102, <https://doi.org/10.47766/saree.v5i1.1807>; Fathia Soleman, Sjamsuddin A.K. Antuli, and Nur Shadiq Sandimula, "Peran Perempuan Dalam Meningkatkan Perekonomian Rumah Tangga Di Kelurahan Tumiting," *SPECTRUM: Journal of Gender and Children Studies* 2, no. 2 (2022): 85–94, <https://doi.org/10.30984/spectrum.v2i2.413>.

This study analyzes the fulfillment of female workers' rights at S Boutique Palu, aiming to assess these conditions from the perspective of Sharia economic law. The Sharia economic law approach is expected to provide a more comprehensive framework for understanding labor issues, particularly justice and equality. Sharia economic law emphasizes the importance of fairness in all transactions and employment relationships, which should serve as a guiding principle for business owners in treating their employees.

Through this study, a clearer picture is expected to emerge regarding how women's labor rights are respected and implemented in practice at S Boutique Palu. Additionally, this research seeks to provide recommendations for necessary improvements to ensure that fulfilling female workers' rights aligns more closely with the principles of justice and equality while fostering a better working environment for all parties involved. Consequently, this study contributes to the academic development of legal studies and offers practical insights for business owners in creating fairer and more sustainable working conditions.

Previous studies, such as those conducted by Rayhatul Jannah, Tria Wahyuni, and Nurul Hikmah, have examined legal protections and wage systems for female workers. Rayhatul Jannah, for instance, highlighted the lack of adequate facilities for female employees at PT. PLN and PT. Pos in Pidie Regency, including the absence of breast milk storage rooms, indicate a gap between regulations and actual practices in fulfilling women's labor rights.³ Tria Wahyuni's research emphasized the importance of justice in wage determination based on Islamic business ethics,⁴ Nurul Hikmah critiqued labor laws for focusing primarily on worldly aspects without considering halal employment and wages within

³ Rayhatul Jannah, “Implementasi Perlindungan Hukum Terhadap Tenaga Kerja Perempuan Menurut Undang-Undang Nomor 13 Tahun 2003 Tentang Ketenagakerjaan (Studi Kasus Di Pt Pln Dan Pt Pos Kabupaten Pidie)”, (Banda Aceh, 2020).

⁴ Tria Wahyuni, “Sistem Penetapan Dan Pembayaran Upah Karyawan Pada Pangkas Rambut Menurut Etika Bisnis Islam” (Bengkulu, 2020).

the framework of Islamic economics.⁵

Although these studies offer valuable perspectives on female labor protection, gaps in the literature remain, particularly concerning implementing these rights in the small and medium business sector and within the context of Sharia economic law.

Therefore, this study seeks to bridge these gaps by conducting a S Boutique Palu case study. This research aims to provide not only relevant academic contributions but also practical recommendations to help improve working conditions for female workers in small and medium enterprises. By integrating labor law analysis with the principles of Sharia economic justice, this study offers a more comprehensive approach to understanding and enhancing working conditions at the boutique.

B. LITERATURE REVIEW

1. Labor

Relationship between workers and employers, as well as the rights and obligations of each party in an employment agreement. It also covers the legal requirements for a valid employment contract and the fundamental principles that must be upheld in its formation.⁶ In this study, labor theory fulfills female workers' rights at S Boutique Palu, particularly regarding wages, working hours, and fair treatment. Law No. 13 of 2003 on Manpower serves as the primary reference in defining the rights and obligations of workers and employers in Indonesia. Article 5 of this law affirms that every worker has equal opportunities, without discrimination, to obtain employment.

In workforce law, all regulations govern the rights and obligations between workers and employers to establish a balanced and fair working relationship. A worker is any individual capable of working to produce goods or services for themselves or society.⁷ From the perspective of

⁵ Nurul Hikmah, "Pengupahan Menurut Undang-Undang Nomor 13 Tahun 2003 Tentang Ketenagakerjaan Ditinjau Dalam Ekonomi Islam" (Palangkaraya, 2018).

⁶ Arifuddin Muda Harahap, *Pengantar Hukum Ketenagakerjaan, Literasi Nusantara*, 2020, 17.

⁷ Hardijan Rusli, *Hukum Ketenagakerjaan* (Jakarta: Ghalia Indonesia, 2003), 11.

Sharia economics, labor is a valuable effort and endeavor carried out through physical or intellectual means to earn a fair reward.⁸

In Islam, working is not only an obligation for those who are able but is also considered an act of worship that earns rewards from Allah. Permissible forms of work include cultivating barren land, extracting natural resources, hunting, brokerage, *mudarabah* (profit-sharing partnership), *musaqah* (crop-sharing arrangement), and *ijarah* (employment or leasing contracts).⁹

In any employment relationship, workers' rights include the right to work, the right to fair wages, the right to unionize and assemble, the right to safety and health protection, the right to legal and due process, the right to equal treatment, the right to privacy, and the right to freedom of conscience.¹⁰ Specific rights for female workers include menstrual leave, maternity leave, childbirth leave, and workplace protection.¹¹ Conversely, workers also have obligations, such as achieving performance targets, complying with company policies, adhering to employment contracts and employer directives, and maintaining company confidentiality.¹²

Employers, as stipulated in workforce law whether individuals, business owners, or legal entities—have rights such as establishing regulations and employment agreements, terminating employees, closing

⁸ Imam Kamaluddin et al., “Welfare Concept Of Labor In The Perspective Of Maqashid Sharia,” *Proceedings (International Conference on Education and Sharia)* 1 (2024): 402.

⁹ Ranti Wiliasih Mustafa Edwin Nasution, Nurul Huda, Handi Risza Idris, *Ekonomi Makro Islam: Pendekatan Teoritis* (Jakarta: Kencana Prenada Media Group, 2009), 227.

¹⁰ Niru Anita Sinaga and Tiberius Zaluchu, “Perlindungan Hukum Hak-Hak Pekerja Dalam Hubungan Ketenagakerjaan Di Indonesia,” *Jurnal Teknologi Industri* 6, no. 0 (2021): 64, <https://doi.org/https://doi.org/10.35968/jti.v6i0.754>.

¹¹ Suci Flambonita, “Perlindungan Hukum Terhadap Hak Pekerja Perempuan Di Bidang Ketenagakerjaan,” *Simbur Cahaya* 24, no. 1 (2017): 4418, <https://doi.org/http://dx.doi.org/10.28946/sc.v24i1%20Jan%202017.50>.

¹² Aumalia Hanipah et al., “Kontrak Kerja Dalam Hukum Bisnis Ketenagakerjaan: Analisis Perlindungan Hukum Hak Dan Kewajiban Para Tenaga Kerja,” *Maliyah : Jurnal Hukum Bisnis Islam* 13, no. 1 (2023): 128, <https://doi.org/10.15642/maliyah.2023.13.1.110-132>.

businesses, forming and joining business organizations, and outsourcing work to other companies.¹³ Their obligations include being responsible employers, providing leave, ensuring healthcare and medical treatment, and paying wages.¹⁴

In Islam, employment contracts fall under leasing (ijarah), with justice as the foundational principle. This principle ensures a balanced set of rights and obligations, guaranteeing that every worker receives fair compensation according to their work.¹⁵ Employment contracts must meet specific requirements, including mutual agreement, legal capacity, job suitability, and compliance with general regulations.¹⁶

The essential elements of ijarah include the contracting parties (*aqid*), the contract statement (*shighat*), wages (*ujrah*), and clearly defined work benefits. Additionally, conditions such as legal maturity (*baligh*), sound mind (*aqil*), and mutual consent must be met.¹⁷ The fundamental principles of employment agreements include monotheism (*tauhid*), permissibility (*ibahah*), justice (*adl*), equality (*musawah*), honesty (*sidq*), written documentation, good faith (*husn al-niyyah*), benefit (*maslahah*), consensus (*ridha*), freedom to contract, contractual binding, and performance balance. These principles ensure that agreements reflect justice and equality, binding all parties to fulfill their obligations in good faith.¹⁸

2. Concept of Justice

This concept focuses on the principles of justice in labor relations,

¹³ Niru Anita Sinaga, “Peranan Perjanjian Kerja Dalam Mewujudkan Terlaksananya Hak Dan Kewajiban Para Pihak Dalam Hubungan Ketenagakerjaan,” *Jurnal Ilmiah Hukum Dirgantara* 7, no. 2 (2014), <https://doi.org/10.35968/jh.v7i2.132>.

¹⁴ Djumadi, *Hukum Perburuhan Perjanjian Kerja* (Jakarta: Raja Grafindo Persada, 1993), 14.

¹⁵ Ahmad Azhar Basyir, *Refleksi Atas Persoalan Keislaman Seputar Filsafat, Hukum, Politik Dan Ekonomi* (Bandung: Mizan, 1992), 191.

¹⁶ Harahap, *Pengantar Hukum Ketenaga Kerjaan*.

¹⁷ Nasrun Haroen, *Fiqh Muamalah* (Jakarta: Gaya Media Pratama, 2000).

¹⁸ Rahmani Timorita Yulianti, “Asas-Asas Perjanjian (Akad) Dalam Hukum Kontrak Syari’ah,” *La_Riba* 2, no. 1 (2008): 91–107, <https://doi.org/10.20885/lariba.vol2.iss1.art7>.

emphasizing that workers have the right to fair compensation for their services. In this study, the concept of justice is used to evaluate whether the fulfillment of female workers' rights at S Boutique Palu has been conducted fairly and under applicable norms. Research and thoughts by Enny Agustina on justice in the context of labor relations provide a strong theoretical foundation for the analysis in this study. Her works explain the principles of justice that must be applied in employment relationships, particularly in ensuring the fulfillment of workers' rights.

According to Enny Agustina, the material principles of justice include several key assessments that determine whether justice has been achieved. First, justice requires that every individual receive equal rights, which aligns with the principle of distributive justice, where fairness is when individuals of equal status receive equal rights. Second, each person should receive their rights in full, in the correct amount, and on time, ensuring justice through the proportional fulfillment of rights. Third, justice also demands recognition of individual efforts—for example, in employment, where overtime pays employees who work beyond regular hours.

Furthermore, justice considers an individual's contribution to society, which justifies treatment differences based on their contribution level. Lastly, justice also considers the services provided by each individual, ensuring different treatments based on those services as a form of recognition for varying levels of contribution. These principles affirm that justice is about equal rights and acknowledging and rewarding each individual's rights and contributions.¹⁹

C. METHOD

This study employs a qualitative approach with an empirical legal research design, focusing on the natural conditions of the research object. This approach allows the researcher to act as the primary instrument in the data collection and analysis process, which is inductive. Additionally, the study adopts an interdisciplinary approach, integrating perspectives

¹⁹ Enny Agustina, *Sengketa Kepegawaian Dalam Sistem Peradilan Tata Usaha Negara*, 1st ed. (Depok: Rajawali Pers, 2019), 199–201.

from Sharia economic law and positive law. From the perspective of positive law, the researcher applies the Statute Approach, examining relevant labor regulations, and the Conceptual Approach, exploring legal views and labor law doctrines. From the Sharia law perspective, the study incorporates Qur'anic verses and Hadiths to provide an Islamic legal framework.

The research was conducted in Palu City, specifically at S Boutique, a clothing store. The selection of this location was based on the relevance of the issues being examined, ensuring that the data obtained is contextually aligned with the research problem. The data sources in this study consist of primary, secondary, and tertiary data. Primary data was collected directly from interviews with the boutique owner and three employees to understand the implementation of female workers' rights from the perspective of Sharia economic law. Secondary data served as supporting material and included documents, archives, and literature, such as Law Number 13 of 2003 on Manpower. Tertiary data included dictionaries and encyclopedias supporting understanding of related legal concepts.

The data collection techniques used in this study involved observation, interviews, and documentation. Through observation, the researcher engaged in daily activities at the boutique, allowing for a comprehensive data collection process. Structured interviews were conducted using pre-prepared guidelines to explore in-depth information from the boutique owner and employees. Documentation involved gathering supporting materials, such as images and notes from observations and interviews.

The data were analyzed using a qualitative descriptive method based on Miles and Huberman's approach,²⁰ Which includes data reduction, data presentation, and data verification. Information was simplified during the data reduction phase to focus on key findings. Data presentation in the form of a narrative that clearly illustrates the research object's conditions. In the verification phase, conclusions were drawn

²⁰ Sugiyono, *Metode Penelitian Pendidikan (Kuantitatif, Kualitatif, Kombinasi R&D Dan Penelitian Pendidikan* (Bandung: Alfabeta, 2021), 132.

based on substantial evidence from repeated data collection to ensure consistency.

D. RESULTS AND DISCUSSION

1. Fulfillment of Women's Labor Rights

The fulfillment of women's labor rights at S Boutique Palu is categorized into two aspects:

a. Fulfillment of Employment Rights Based on Employment Contracts

Employment contracts must meet the legal requirements of a valid agreement and be documented in writing as mandated by applicable regulations. These contracts serve as a fundamental framework governing employers' and employees' rights and obligations, ensuring compliance with labor laws and protecting the interests of all parties involved. An employment contract must incorporate both material and formal requirements to be enforceable.²¹

Material Requirements Based on the research findings, S Boutique Palu has fulfilled the legal requirements of an employment contract, as evidenced by a written contract. The terms within the contract do not contradict lawful provisions and comply with the prevailing labor regulations. The following table presents the employment contract based on material requirements to provide further clarification:

Table 1
The employment contract based on material requirements

Material Requirements	Employment Contract at S Boutique Palu	Fulfilled/Not Fulfilled
Mutual agreement between both parties	Prospective employees apply for jobs and undergo interviews. After the recruitment process is completed, employees sign the contract. The boutique manager explained this.	Fulfilled
Legal capacity to engage in contractual agreements	Employees at the boutique are between 18-24 years old. The boutique manager confirmed this.	Fulfilled

²¹ M.S Alfarisi et al., "Penerapan Kontrak Perjanjian Kerja Di Indonesia Dalam Perspektif Kitab Undang-Undang Hukum Perdata (KUHper)," *Legalitas: Jurnal Hukum* 15, no. 1 (2023): 91, <https://doi.org/10.33087/legalitas.v15i1.440>.

The existence of an agreed-upon job	The position offered is that of a boutique employee.	Fulfilled
The agreement does not contradict public order, morality, or applicable laws and regulations.	Employment as a boutique employee is considered lawful, and the Muslim fashion business complies with relevant regulations.	Fulfilled

Source: Processed primary data, 2024

Based on the findings, it can be concluded that S Boutique Palu has fulfilled the material requirements of an employment contract as stipulated in Article 52, Paragraph (1) of Law No. 13 of 2003 concerning Manpower. The first requirement, mutual agreement between both parties, is met as prospective employees apply for jobs, undergo interviews, and sign contracts upon successful recruitment. The second requirement, legal capacity to engage in contractual agreements, is also satisfied, as all employees are at least 18 years old, with some reaching 24, making them legally competent to enter into a contract. The third requirement, the existence of an agreed-upon job, is fulfilled as employees are explicitly hired for positions within the boutique. Lastly, the employment agreement complies with public order, morality, and applicable laws, as the boutique operates within the framework of a lawful Muslim fashion business. These findings indicate that the employment contracts at S Boutique Palu align with the established legal framework, ensuring compliance with labor regulations.

In addition to the material requirements, employment agreements are governed by formal requirements outlined in Article 54, Paragraph (1) of Law No. 13 of 2003 concerning Manpower. These formal requirements highlight specific elements that must be included in the agreement. The following table presents the researcher's analysis based on practices observed at S Boutique Palu:

Table 2
Employment Agreement Based on Formal Requirements

Formal Requirements	Employment Agreement at S Boutique Palu	Fulfilled/Not Fulfilled
Name, address of the company, and type of business	The agreement includes the boutique's name, "S Palu," its location in Palu City, and its business	Fulfilled

Formal Requirements	Employment Agreement at S Boutique Palu	Fulfilled/Not Fulfilled
	selling Muslim fashion. The boutique manager explained this.	
Name, gender, age, and address of the employee	The employment contract contains the personal details of the parties involved. The boutique manager explained this.	Fulfilled
Position or type of work	Initially, employees worked as typical boutique staff, but three employees were later asked to model for photos and create social media content. However, the contract did not include modeling tasks, and all employees received equal pay based on hours worked. The employees explained this.	Not Fulfilled
Work location	Employees work inside the boutique and its warehouse. The employees explained this.	Fulfilled
Wages and payment methods	The contract specifies employee wages, including overtime pay and bonuses. The boutique manager explained this.	Fulfilled
Terms of employment, including rights and obligations	One employee received more days off than others for four consecutive months without clear justification. Some employees noted unequal treatment in overtime scheduling despite its importance for earning additional income. The employees explained this.	Not Fulfilled
Start date and duration of the contract	The employment contract is valid for one year and is renewed annually. The boutique manager explained this.	Fulfilled
Place and date of the contract	The employment contract includes the place and date of signing, as is standard practice. The boutique manager explained this.	Fulfilled
Signatures of the parties involved	Employees sign the contract after the recruitment process is completed. The employees explained this.	Fulfilled

Source: Processed primary data, 2024

Based on the table, S Boutique Palu has fulfilled several formal requirements for employment agreements as stipulated in Article 54, Paragraph (1) of Law No. 13 of 2003 concerning Manpower. These formal requirements include the company's name, address, and type of business, explicitly stated in the agreement, with confirmation from the boutique manager that the store specializes in Muslim fashion. The employees' biodata, including name, gender, age, and address, are also included. Additionally, requirements regarding the workplace, wages, and contract duration have been met as outlined in the written agreement.

However, there are shortcomings in fulfilling the requirements related to job position and job description. Employees were assigned additional tasks as models without extra compensation, a responsibility not specified in the initial agreement. Furthermore, the requirements regarding workers' rights, such as overtime pay, have not been fully met, as some employees did not receive adequate overtime compensation. Meanwhile, the signatures of both parties and the place and date of the agreement were included in the contract, and the boutique manager confirmed that the contract was drafted following standard employment agreement practices.

This study highlights the fulfillment of female workers' rights at S Boutique Palu, covering aspects such as the hiring process, additional tasks outside the agreed-upon responsibilities, overtime pay, worker safety, work schedule arrangements, and special rights for female employees. The hiring process involves selection, training, and contract signing, but employees are not given copies of their contracts, which are kept solely by the employer. The contract includes various provisions on prohibitions (such as tardiness and mobile phone usage), obligations (such as customer service, administration, and merchandise management), and employee rights (such as wages, overtime pay, weekly leave, and bonuses). Employees work in shifts for eight hours per day, with exceptions for overtime shifts extending until midnight, particularly during Ramadan.

In practice, some employees were assigned additional tasks as models for social media content without additional compensation. This

was not stated in the employment contract and was considered inconsistent with the agreement, which should ensure transparency in job roles and compensation. Additionally, some employees experienced imbalances in their leave and overtime schedules, which are essential for earning additional income. While the shift work hours implemented by the boutique comply with labor regulations, the treatment of female workers requires further improvement to ensure that their rights are fully accommodated. For example, transportation services for late-night overtime shifts have not been provided. This study illustrates that although most formal requirements have been met, there are still deficiencies in ensuring the full realization of female workers' rights, particularly regarding additional job responsibilities and workplace security guarantees.

b. Fulfillment of Special Rights for Female Workers

Several special rights for female workers, as stipulated in Law No. 13 of 2003 concerning Manpower, must be considered to ensure legal certainty in their employment.²² The following table provides a more precise evaluation of the fulfillment of female workers' rights at S Boutique Palu based on regulations regarding women's labor rights.

Table 3
Fulfillment of Female Workers' Rights at S Boutique Palu

No.	Female Workers' Rights	Employment Agreement at S Boutique Palu	Fulfilled/Not Fulfilled
1.	Menstrual Leave	One of the employees stated that there is no provision for menstrual leave. If they do not come to work due to menstruation, they do not receive their wages.	Not Fulfilled
2.	Maternity Leave	None of the boutique's employees are currently	Not Applicable

²² Sali Susiana, "Pelindungan Hak Pekerja Perempuan Dalam Perspektif Feminisme," *Aspirasi: Jurnal Masalah-Masalah Sosial* 8, no. 2 (2017): 207-21, <https://doi.org/10.46807/aspirasi.v8i2.1266>.

No.	Female Workers' Rights	Employment Agreement at S Boutique Palu	Fulfilled/Not Fulfilled
3.	Childbirth Expenses	married or pregnant. Employees explained that the business is still classified as a Micro, Small, and Medium Enterprise (MSME), which is not yet capable of providing extensive benefits related to this right.	
4.	Miscarriage Leave		
5.	Breastfeeding Rights		
6.	Pregnancy Protection Rights		
7.	Special Treatment for Female Workers	Female workers under 18 are prohibited from working between 11:00 and 7:00 AM, and companies must provide transportation for female employees between 11:00 and 5:00 AM. Employees stated that while they receive additional wages for overtime, there are no transportation facilities for female workers returning home between 11:00 PM and 5:00 AM.	Not Fulfilled
8.	Prohibition of Employment Termination for Certain Cases	Employment termination has never occurred due to reasons such as marriage or other non-violative circumstances, as confirmed by the employees.	Fulfilled

Source: Processed primary data, 2024

The evaluation results indicate that out of the eight special rights female workers should receive; only one has been fully met—the prohibition of employment termination for specific reasons, such as marriage or pregnancy. Other rights include maternity leave, childbirth expenses, miscarriage leave, and breastfeeding accommodations. Have not yet been implemented because no employees are currently married or pregnant. Meanwhile, menstrual leave and transportation facilities for female workers returning home late at night remain unfulfilled. Female employees working late shifts receive only additional overtime pay

without access to transportation services, even though regulations mandate transportation for workers leaving between 11:00 PM and 5:00 AM.

S Boutique Palu has made efforts to comply with most formal and material employment agreement requirements by regulations. However, fulfilling special rights for female workers remains suboptimal, with several rights still unmet due to the company's limitations as a Micro, Small, and Medium Enterprise (MSME). This review highlights the need for greater attention to protecting female workers' rights in MSMEs like S Boutique Palu to ensure full compliance with applicable labor regulations.

2. Legal Review of Sharia Economic Law on the Fulfillment of Women's Labor Rights

Sharia economic law emphasizes the fulfillment of workers' rights. There are no prohibitions against anyone, including women, seeking sustenance or pursuing a career outside the home, as long as their motivations are clear. Their work does not compromise the well-being of their children and family.²³

According to established principles, individuals can enter into contracts freely and without limitation (absolute). Any party agreeing must first meet the legal requirements for a valid contract. In Sharia contracts, this is guided by the principle of *mabda' hurriyah at-ta'aqud*, or the principle of freedom of contract, which means that every individual is free to establish an agreement containing contractual terms, as long as the agreement is valid and does not violate any legal or ethical regulations.²⁴ This principle of freedom further solidifies a fundamental specification in Sharia economic transactions. Sharia economic law is based on the Qur'anic verse in Surah Al-Ma'idah (5:1):

.....يَأَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُهُودِ

Translation: "O you who have believed, fulfill [all] contracts....."

²³ La Hanudin et al., "Wanita Karir Perspektif Hukum Islam (Studi Kasus Di Desa Lapandewa Kaindea Buton Selatan)," *Syattar* 1, no. 2 (2021): 120.

²⁴ Latifa and Nadia, "Praktik Sewa Menyewa Peralatan Kemah Dalam Bingkai Hukum Ekonomi Syariah," *Al-Iqtishadiah: Jurnal Hukum Ekonomi Syariah* 5, no. 1 (2024): 35-49, <https://doi.org/https://doi.org/10.22373/iqtishadiah.v5i1.4870>.

This verse commands the believers to honor their agreements, whether they are covenants between servants and Allah or agreements made between individuals, such as those related to marriage, trade, and other contractual matters, as long as they do not contradict Islamic law. Islamic legal principles state that a contract is essentially an agreement between the parties, and its legal consequences arise from the commitments they establish through their promises. Contracts are based on mutual agreement, and their legal implications are determined by the terms agreed upon by the parties. This underscores the principle of contractual freedom in Islamic law.

Furthermore, wages represent a form of compensation for the services workers provide.²⁵ Employees are entitled to *ujrah* or payment, the amount of which has been predetermined in the contract. When workers perform tasks related to employment, they have the right to demand wages corresponding to the work they have done for the employer. In establishing an employment relationship between employers and workers, Islam upholds the principles of *musawah* (equality) and *'adalah* (justice).

العَدْلُ وَاجِبٌ فِي كُلِّ شَيْءٍ وَالْفَضْلُ مَسْتَحْوٌ

Meaning: “*Al-‘Adl* (justice) is obligatory in all matters, while *Al-Fadhl* (generosity) is encouraged.”.

The concept of *al-‘adl* refers to fulfilling one's obligations reasonably, just as one expects one's rights to be fulfilled. Meanwhile, *al-fadhl* implies an act of *ihsan* (excellence), where an employer goes beyond mere obligation by providing additional benefits as a voluntary bonus after fulfilling the worker's rightful compensation.²⁶

The equality principle places employers and workers on equal footing, recognizing their mutual dependence. Workers need wages, while employers need labor. Therefore, determining each party's rights

²⁵ Muhammad, *Etika Bisnis Islami* (Yogyakarta: UPP AMP YKPN, 2004), 168.

²⁶ “Kaidah Ke. 16 : Al-‘Adl Itu Wajib Atas Segala Sesuatu Dan Al-Fadhl Itu Sunnah,” almanhaj, n.d., <https://almanhaj.or.id/2517-kaidah-ke-16-al-adl-itu-wajib-atas-segala-sesuatu-dan-al-fadhl-itu-sunnah.html>.

and responsibilities should be based on equality.²⁷

Islam emphasizes that workers' wages should be agreed upon with mutual consent. The worker must fully understand a contract to prevent disputes in the future, particularly concerning the amount of wages (*ajrul misti*). The object of the contract must be lawful and not contradict religious principles, and the agreed-upon compensation must be clear, valuable, and well-defined.

The agreement among fiqh scholars emphasizes that wages must have a clear value and be explicitly determined. This is based on a hadith of the Prophet Muhammad SAW narrated by 'Abd ar-Razzaq from Abu Hurairah ra and Abu Sa'id al-Khudri ra, stating: "Whoever employs a worker, inform them of their wages." Imam Hanafi adds that the place of wage payment must also be specified, mainly if it involves transportation or additional costs. Meanwhile, the Shafi'i school requires clarity regarding wages' type, form, and nature. In the Hanafi school, wages should not be paid as an identical service, such as compensating a laundry service with another, as this is considered a form of *riba* (usury).²⁸

Islam encourages that every akad (employment contract) be appropriately documented, including work duration, job description, and wage amount, which ensures transparency and helps prevent disputes in the future. The value of marginal product determines worker compensation, blessing (*barakah*) principles, and efficiency intensity. According to Islamic principles, *barakah* is when labor contributes effectively to production efficiency. It is only fair that workers receive proportional compensation based on their contributions. If workers improve their efficiency and contribute to higher profits for the employer, they deserve wage increases or a share in the additional

²⁷ Iman Setya Budi and Arie Syantoso, "Analisis Konsep Hak Dan Kewajiban Outsourcing Dalam Perspektif Ekonomi Syariah," *Al Iqtishadiyah Jurnal Ekonomi Syariah Dan Hukum Ekonomi Syariah* 4, no. 1 (2019): 116, <https://doi.org/10.31602/iqt.v4i1.1691>.

²⁸ Budi and Syantoso, "Analisis Konsep Hak Dan Kewajiban Outsourcing Dalam Perspektif Ekonomi Syariah."

profits.²⁹

From an Islamic perspective, employees should always strive for self-improvement in their professional skills. Any progress in their work should be acknowledged by their employer, ideally through wage increases. When employees enhance their productivity, they generate greater profits for the business, creating a positive cycle of growth and reward. This notion is supported by an employee at S Palu Boutique, who stated that they feel more motivated when their work is appreciated, even in small ways, such as receiving a little extra money for gas.³⁰

In muamalah (Islamic transactions), all agreements should be explicitly clear to ensure each party fully understands their rights and obligations, thereby preventing potential conflicts. Islamic economic law upholds justice as a fundamental principle, as justice is a core value in Islam. All human beings are equal in status, and every Muslim is entitled to their rights and responsibilities equitably.³¹

Based on research findings, some workers' rights have not been fully realized. Additionally, the principle of justice and equality among workers should be applied consistently, ensuring that all employees are treated fairly and with equal standing.

3. Research Discussion

The researcher found that several workers' rights have not been fully realized. Furthermore, it was explained that justice and equality among workers must be applied with equal standing. In this regard, the researcher will describe the findings supported by the theory of justice. At S Palu Boutique, fulfilling female workers' rights has been implemented well. However, in certain aspects, some rights have not been fully upheld. The factors contributing to this issue are as follows:

²⁹ Pusat Pengkajian dan Pengembangan Ekonomi Islam, *Ekonomi Islam* (Jakarta: Rajawali Pers, 2009), 332.

³⁰ Ema, an employee at S Palu Boutique (interview result from 18 December 2023).

³¹ M Sholahuddin, "Asas-Asas Ekonomi Islam," *Jakarta: PT Grafindo Persada Cet Ke 1* (2007): 5.

- a. The boutique does not provide employees with a copy of their employment contract.

The researcher believes this practice may be detrimental to employees. If the boutique refrains from providing a copy due to confidentiality or other sensitive matters, the researcher considers this an incorrect approach. Regardless of the reason, all parties involved in a written agreement must receive a copy of the employment contract. This requirement is explicitly stated in Article 54, Paragraph (3) of the Manpower Act, which mandates that employment agreements, as mentioned in Paragraph (1), must be made in at least two copies, each holding equal legal force, with both the employer and employee receiving a copy. Since this provision is legally binding, the researcher asserts there is no justification for an employer withholding the employment contract, even if it contains confidential information. In other words, the employment contract is a right that the company must grant employees.

- b. Employees are not compensated appropriately for their work.

Wages are the compensation workers receive upon completing their job duties. The researcher found that employees at S Palu Boutique are assigned tasks beyond their original job descriptions, particularly those required to work as fashion models. Initially, the boutique employed dedicated models to showcase its clothing. However, as new employees were hired, some were deemed suitable to serve as models for the boutique's fashion promotions. These employees were then asked to model clothing even though this role was not included in their original employment contracts, and they were not compensated accordingly for this additional responsibility.

According to the researcher, the contract may be legally void if an employer assigns tasks to employees that do not align with the employment agreement. The terms of employment, rights, and obligations of both employees and employers are stipulated within the employment agreement. An employment relationship is established once the contract has been signed. Therefore, when an employment agreement is created and agreed upon, the employer officially grants the employee a job.

Article 54, Paragraph (1) of Law No. 13 of 2003 on Manpower states that one of the essential components of an employment agreement is the employee's job title or type of work. This means the job position and type of work assigned to an employee must be determined from the outset before they begin working.

Furthermore, Article 52, Paragraph (1) of the Manpower Law specifies that an employment agreement must be based on the following principles: mutual consent of both parties; the ability or competence to perform legal actions; the existence of agreed-upon work; and the condition that the agreed work does not violate public order, morality, or applicable laws and regulations. One of the fundamental aspects of an employment agreement is the existence of predetermined work. Therefore, employees should only be assigned tasks as specified in their contracts.

The definition of an employment relationship between an employer and an employee is outlined in Article 1, Point 15 of the Manpower Law, which states that an employment relationship is a relationship between an employer and a worker/laborer based on an employment agreement, which includes elements of work, wages, and commands. This means an employment relationship exists because of work, wages, and directives, all governed by the employment contract. Consequently, any work not specified in the employment agreement should not be assigned to the employee. Job titles and job descriptions must be explicitly stated, as required by Article 54, Paragraph (1), Letter C of the Manpower Law.

Wages are the compensation an employee receives upon completing their work. Based on the principle of justice, wages or fees should be provided according to the services rendered. In this regard, individuals should be compensated differently based on the distinct value of their contributions compared to others. The researcher observed that, in practice, workers have not received fair treatment, as they are not compensated for their contributions and services. While some may consider this issue minor, the researcher believes that attention to detail in workplace practices is crucial.

Suppose an employer continues to assign work to an employee not stipulated in the employment contract. In that case, the agreement may be rendered legally void under Article 52, Paragraph (3) of the Manpower Law, which states that an employment agreement made by an employer and employee that contradicts the fundamental provisions outlined in Article 52, Paragraph (1), Letter c—regarding the existence of agreed upon work may be nullified by law.

c. Overtime Hours for Workers That Are Not Feasible According to the Agreement.

Based on the overtime regulation stipulated in Article 78, Paragraph 1 of the Manpower Act, the maximum overtime work is 3 hours per day and 14 hours per week. If an employee works overtime beyond these limits, as regulated in Article 78, Paragraph 2 of the Manpower Act, the employer is obligated to pay overtime wages.

Overtime refers to working hours exceeding the standard 40-hour workweek or completing tasks that cannot be finished within regular working hours. In the case of Butik S Palu, the researcher observes that the boutique has not been able to implement what was previously agreed upon fully. Employees are required to work overtime for a total of 13 hours per day. However, on several occasions, they exceeded this overtime limit but did not receive additional compensation, which could be detrimental to the workers.

According to the concept of justice, every individual should receive compensation proportional to their efforts. This principle applies to overtime wages, which must be provided by the company to employees required to work beyond standard hours, regardless of the company's profits. Justice means that every person should receive their rightful dues at the appropriate time. In this case, the researcher finds that employees are not receiving their rightful compensation promptly. The current practice contradicts this principle, as all employees receive the same wages despite differences in their actual hours. One must not obscure others' rights for personal or business interests.

Requiring employees to work overtime without fair compensation can harm female workers. Working late at night can lead to sleep

disturbances and negatively impact both physical and mental health. Since the body is more active at night, disrupted sleep cycles can affect overall organ function. Additionally, women are often more vulnerable to health conditions. Labor regulations emphasize the importance of maintaining the health and well-being of female employees in the workplace.

d. Work Hour Arrangements That Are Imbalanced with the Concept of Justice and the Principle of Equality

According to labor regulations, working hours are set at 7 hours per day and 40 hours per week for a six-day workweek or 8 hours per day and 40 hours per week for a five-day workweek. However, companies can determine and regulate their employees' working hours. Butik S Palu has structured its employees' shift hours under regulations, ensuring an 8-hour workday. However, the study finds that there is unfair treatment and a lack of equality among workers.

Based on research findings, the researcher believes that even the most minor employee rights must be upheld fairly. Butik S Palu should provide equal scheduling for all employees. Internally, the boutique should recognize and address employees' complaints, ensuring that the partnership or working relationship between the boutique owner and employees remains positive, preventing disputes, and avoiding the perception of favoritism or discrimination.

A work agreement is based on equality. This means cooperation should be conducted with balanced and fair rights and obligations. This aligns with positive law, specifically Article 6 of Law No. 13 of 2003 on Manpower, which states that every worker/laborer is entitled to equal treatment without discrimination from the employer. Therefore, the researcher finds that reducing the working hours of certain employees while maintaining those of others could lead to the perception of an unfair and imbalanced working relationship, resulting in inequality among workers. Since wages are calculated based on the number of working hours, consistently reducing an employee's working hours will directly impact their earnings. Generally, people work to fulfill their daily needs and support their families. The researcher suggests that the company or

boutique establish a fair and balanced work schedule for all employees.

Employees must be guaranteed full health, safety, and moral protection. The researcher identifies several actions that can be taken to address labor issues related to workers' rights:

- 1) Ensuring that employment agreements between employers and workers comply with Islamic principles in the ijarah contract;
- 2) Preventing exploitation by employers by maintaining justice in the workplace;
- 3) Clearly define and regulate job mechanisms explicitly within the employment contract.

Employer exploitation of workers includes failure to pay wages properly and neglecting employees' rights. The fulfillment of workers' rights comes from the employer—in this case, the boutique—which is responsible for ensuring the well-being of its employees. Equal rights and protection for all individuals are a form of social protection that employers must provide for their workers.

e. The Fulfillment of Special Rights for Female Workers at Butik S Palu Has Not Been Optimal

Of the eight special rights for female workers, only 12.5% have been fulfilled, 25% remain unmet, and 62.5% are unknown because no workers have been married yet. Based on these findings, the researcher argues that the fulfillment of female workers' rights at Butik S Palu has not been fully achieved, as rights still have not been met. Therefore, the boutique needs to pay more attention to ensuring that the workers' rights are adequately fulfilled.

From the results obtained, it is clear that the boutique has not yet been able to optimally implement the existing regulations nor achieve fairness for the employees. This is under the musawah (equality) principles and the fiqh principle of 'adlah (justice). The principle of equality places both the employer and employee on the same level, where they are mutually dependent. In contrast, the fiqh principle emphasizes that justice is mandatory for all things, and that fadhl (additional benefits) is a sunnah. This means fulfilling the rights that should be granted as requested and providing additional benefits beyond the mandatory

obligations.

E. CONCLUSION

Fulfilling female workers' rights has not been optimal, especially regarding justice. Several discrepancies have been identified, including a labor contract that has not fully implemented the principle of freedom of contract, the absence of contract copies for workers, wages that do not match the services rendered, overtime work hours that are not under the agreement, and inequality in the scheduling of work shifts. Furthermore, fulfilling specific rights for female workers has also not been optimally achieved. According to the principles of Islamic economic law, which upholds justice and equality, the boutique has not fully guaranteed the workers' rights that should be the standard based on the principles of equality and the fiqh principle of "Al-'adl" (justice). This means that every party must fulfill their obligations reasonably, including explicitly providing workers' rights to avoid risks that may harm them.

The implications of this research include the need for a more in-depth review of workers' rights fulfillment, especially for female workers who deserve protection such as fair wages, social security related to health, the freedom to determine the contents of the contract, and safety while working. This study also recommends that Butik S Palu be more careful in attending to the fair and equal fulfillment of female workers' rights. Justice is crucial to ensure the well-being of employees, particularly female workers who require more protection in the workplace.

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