

**IMPLEMENTING THE THEORY OF IJARAH ON PROOFREADING SERVICES: A CASE STUDY AT AT IAIN ZAWIYAH COT KALA LANGSA, INDONESIA**

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**Abstract**

Conceptually in the ijârah contract 'ala al-'amâl, the work agreement must clearly specify the object of work and the wages. In the implementation of agreements with Sharia Proofreading Institutions, their services are classified into six forms by unilaterally setting service fees but in reality raises potential formatted problems, namely how to determine proofreading service fees at LSP IAIN Zawiyah Cot Kala Langsa? How is the fulfillment of LSP's obligations for proofreading services with various journal qualifications and review of ijârah 'ala al-'amâl contracts on costs and their correlation with proofreading services. This study uses a normative empirical approach with descriptive analysis research types and interview and documentation collection techniques. The result of his research is that the costing system is carried out unilaterally by the LSP according to the classification of its services. The fees that consumers have to pay are determined based on six types of LSP services, namely full services, template editing services, citation services, translation services, paraphrasing services and article submission services. LSP management provides service guarantees in accordance with contract dictums and SOPs that have been set internally in serving consumers on the use of proofreading services. consumer. Even though the fee is set unilaterally by the LSP management, in principle the entire operational mechanism of LSP is in accordance with the provisions of the ijârah 'ala al-'amâl contract, and ujah obtained by fihiyyah is valid as income for proofreading services which does not conflict with the basic principles of fiqh muamalah.

**Keywords:** Islamic Economic Law, Proofreading services, IAIN Cot Kala Langsa and Ijarah ala al-amal contracts

### **Abstrak**

Secara konseptual dalam akad ijârah 'ala al-'amâl, perjanjian kerja harus menyebutkan secara jelas objek pekerjaan dan upahnya. Dalam pelaksanaan perjanjian dengan Lembaga Proofreading Syariah, jasanya diklasifikasikan ke dalam enam bentuk dengan menetapkan biaya jasa secara sepihak namun pada kenyataannya menimbulkan potensi permasalahan yang terformat, yaitu bagaimana penetapan biaya jasa proofreading di LSP IAIN Zawiyah Cot Kala Langsa? Bagaimana pemenuhan kewajiban LSP terhadap jasa proofreading dengan berbagai kualifikasi jurnal dan tinjauan akad ijârah 'ala al-'amâl terhadap biaya dan korelasinya dengan jasa proofreading. Penelitian ini menggunakan pendekatan normatif empiris dengan jenis penelitian deskriptif analisis dan teknik pengumpulan data wawancara dan dokumentasi. Hasil dari penelitiannya adalah sistem penetapan biaya dilakukan secara sepihak oleh LSP sesuai dengan klasifikasi jasanya. Biaya yang harus dibayarkan konsumen ditentukan berdasarkan enam jenis layanan LSP, yaitu layanan penuh, layanan pengeditan template, layanan sitasi, layanan penerjemahan, layanan parafrase, dan layanan pengiriman artikel. Manajemen LSP memberikan jaminan layanan sesuai dengan diktum kontrak dan SOP yang telah ditetapkan secara internal dalam melayani konsumen atas penggunaan jasa proofreading konsumen. Meskipun ujah ditetapkan secara sepihak oleh manajemen LSP, namun pada prinsipnya seluruh mekanisme operasional LSP telah sesuai dengan ketentuan akad ijârah 'ala al-'amâl, dan ujah yang diperoleh secara fihiyyah adalah sah sebagai pendapatan atas jasa proofreading yang tidak bertentangan dengan prinsip-prinsip dasar fiqh muamalah.

**Kata kunci:** Hukum Ekonomi Islam, Jasa pengoreksian, IAIN Cot Kala Langsa dan Upah jasa akad ijarah 'ala al-amal,

### **INTRODUCTION**

The development of services and various businesses that have a relationship with skills as a source of income is increasing, this is due to various practical needs in modern society that are increasingly complex and progressive. Therefore, the level of need for skills and services offered by various parties for other parties in exchange for either in the form of wages,

honoraria or fees can be done based on an agreement stipulated in the form of a contract.<sup>1</sup>

The most relevant agreement for the fulfillment of services with certain skills performed by one party to another party can be agreed upon in the form of an ijârah 'ala al-'amâl contract. Therefore, through this ijârah 'ala al-'amâl contract, the parties can make special dictums that suit their needs. Conceptually, the ijârah 'ala al-'amâl contract has several opinions among fiqh scholars, especially on the confirmation of the contract object which has various different forms so that the agreement clause must be made explicitly to avoid differences and misperceptions between the parties.<sup>2</sup> Some of the scholars' opinions on the ijârah 'ala al-'amâl contract can be explained as follows: Hanafiyah scholars explain the ijârah contract in general, namely the contract for benefits in return. The ijârah contract proposed by the Hanafiyah scholars is still general, because it includes ijârah contracts in the form of ijârah 'ala al-'amâl and ijârah 'ala al-manâfi' so that in this school of thought a clear picture of the operation of the ijârah 'ala al-'amâl contract has not been obtained.

The Malikiyah scholars explained that ijârah is the ownership of the benefits of something that is allowed within a certain period of time with a reward. In this explanation of the ijârah contract, the Malikiyah scholars still describe ijarah in the form of utilizing something in general, whether in the form of an object of an object or the energy or skill possessed by someone who can be utilized by others by giving certain rewards as a consequence of providing benefits to the party in need.<sup>3</sup>

The Shafi'iyah scholars stated that an ijârah contract is a contract for a certain desired, permissible benefit that can be utilized for a certain reward. The opinion of the fuqaha from among the Shafi'iyah Ulama about ijârah is almost similar to the opinion of the Malikiyah Ulama as explained above. Meanwhile, the Hanbalis explain ijârah as a contract for the

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<sup>1</sup> Ziqhri Anhar, "Penerapan Akad Musyarakah Pada Perbankan Syariah," *Jurnal Ilmu Perbankan Dan Keuangan Syariah* 4, no. 2 (2022), <https://doi.org/10.24239/jipsya.v4i2.145.110-122>.

<sup>2</sup> Chairul Fahmi, "Pajak Dalam Syariat Islam : Kajian Normatif Terhadap Kedudukan Wajib Pajak Bagi Muslim," *EKBISI: Jurnal Ekonomi Dan Bisnis Islam* 5, no. 1 (2010).

<sup>3</sup> Nora Tuddini, Muslem Abdullah, and Abbas Pannakkal, "AN EXAMINATION OF THE EFFICACY OF ONLINE PAYMENT OF ZAKAT FITRAH BASED ON YUSUF AL-QARHDAWI'S THOUGHT," *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 2 (December 31, 2023): 183–200, <https://jurista-journal.org/index.php/jurista/article/view/77>.

ownership of benefits that according to Shara' are permissible and known within a certain time with a reward. The opinion of the Hanbalis is also almost the same as the opinion of the Malikiyah Ulama and the Shafi'iyah Ulama, but the opinion among the Hanbalis tends to be more specific because the utilization of the object of a good or service is bound by a certain time so that this ijârah agreement tends to be temporary and must have an explanation of the time of implementation and realization of the contract.<sup>4</sup>

From some of the above opinions, it can be emphasized that ijârah 'ala al-'amâl, although not implicitly mentioned by fuqaha, but in the discussion it is known that this ijârah 'ala al-'amâl contract is a contractual or agreement that is permitted to be carried out provided that the condition of a benefit from a service or skill can be known with certainty the process of utilization by the party who needs the service.<sup>5</sup> One form of service utilization that is a skill offered to consumers either personally or institutionally is proofreading services which is one of the new forms of services offered to help certain consumers to meet scientific standards in writing articles or books that are recognized both locally and globally. Proofreading services with various forms of service offerings both in the form of scientific journal editing needs and other needs that are still within the scope of proofreading are increasingly prominent today due to various scientific and academic needs, such as the need for lecturer research as an academic obligation to fulfill elements of the Tri Dharma of higher education. Lecturers with various academic backgrounds and research abilities require proofreading services to meet the standards and templates of a journal or publisher needed for the publication of scientific works of lecturers whose provisions have been determined through regulations and jurisdictions that require lecturers to regularly publish their scientific work to fulfill the provisions of the Tri Dharma of higher education.<sup>6</sup>

The scope of work on proofreading varies but is usually still oriented towards meeting consumer needs for standardizing the writing of scientific papers that have been made to match the templates in the journals or publishers intended by the consumer. In this case, the proofreading service

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<sup>4</sup> Abdul Rasyid Saliman and Adisuputra, *Hukum Bisnis Untuk Perusahaan Teori Dan Contoh Kasus (Edisi Kedelapan)*, Hukum Bisnis Untuk Perusahaan, 2021.

<sup>5</sup> Dewan Syariah Nasional MUI, "Dsn-Mui," 2000, 1-4.

<sup>6</sup> Lanang Sakti and Nadhira Wahyu Adityarani, "Kewenangan Penyelesaian Sengketa Bisnis Syariah Di Indonesia," *Jurnal Fundamental Justice*, 2021, <https://doi.org/10.30812/fundamental.v2i1.1059>.

provider must know exactly the form of scientific work to be published and also the level of the intended publication. This of course affects the level of difficulty of the proofreading that will be carried out and also the scope of work.<sup>7</sup>

According to Wikipedia the Free Encyclopedia, proofreading is reading from an electronic copy of a publication to detect and correct production errors of the text or art. Broadly speaking, proofreading is the act of carefully checking a piece of writing for errors before it is published or shared with readers. After the writing is completed, proofreading activities begin by correcting minor errors, such as punctuation errors, typing errors, paragraph form errors, inconsistent spacing, and so on. Proofreading is an important activity to do for all types of writing, from college assignments, job application letters, CVs, online articles, or advertising brochures. Given that the skills needed in proofreading tend to be specific, service users can ask for help from a proofreader or understand good and correct language rules first. There are several services that provide automatic corrections, although not too complete, such as Google Docs and Microsoft Word.

Based on information obtained by the author from the IAIN Zawiyah Cot Kala Langsa proofreading institute, the form of services offered to consumers includes editing the writing according to the template requested by the journal institution addressed by the consumer. For this reason, the proofreading service provider must know the target or goal desired by the consumer for publications such as internationally reputable journals both indexed by Scopus and various other indexations including national accreditations such as Sinta 1 and so on. Furthermore, the proofreading service provides translation services from Indonesian to English specifically for journals that request writing in that language format. Furthermore, the proofreading service also provides services in the form of using references with Mendeley or Zotero applications.<sup>8</sup>

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<sup>7</sup> Muhammad Ridhwan and Yahaya Ibrahim, "WALI NANGGROE ACEH: PERUBAHAN BUDAYA DAN POLITIK ACEH DALAM NEGARA KESATUAN REPUBLIK INDONESIA (NKRI)," *JURNAL HURRIAH: Jurnal Evaluasi Pendidikan Dan Penelitian* 3, no. 2 (2022), <https://doi.org/10.56806/jh.v3i2.90>.

<sup>8</sup> Firdha Nabela, Nurnasrina Nurnasrina, and Heri Sunandar, "Hirarki Hukum Dan Dasar Hukum Perbankan Syariah Di Indonesia," *Jurnal Ekonomi Utama* 2, no. 2 (2023), <https://doi.org/10.55903/juria.v2i2.58>.

From the description above, the authors feel that the discussion related to the review of Islamic law on proofreading services is important to study. Based on this background, the authors are interested in conducting research by raising the title "*Determination of the Cost of Scientific Journal Proofreading Services at IAIN Zawiyah Cot Kala Langsa in the Ujrah Review of the Ijârah 'Ala Al-'Amâl Akad*".

## RESEARCH METHODS

The type of research used in this research is descriptive method research, which is a type of research that aims to describe, record, and analyze the conditions that are currently happening. As for the data collection method, the one used is field research. This research uses data collection techniques using interviews and documentation. The data sources used in this research are primary and secondary data sources. Primary data sources are obtained directly from the source, either through interviews or documentation. While secondary data sources are official documents, books related to the object of research, research results in the form of reports, theses, theses related.<sup>9</sup>

## RESULT AND DISCUSSION

### Definition of Akad Ijarah Ala Al-Amal

Literally, ijârah is taken from the word al-ajru (wage) which means al-'iwadh which means compensation or compensation. According to the Shara'ah understanding, ijârah means "a transaction or contract to take benefits by giving compensation or compensation for wages". Ijârah is one of the formats of muamalah activities used in meeting the needs of human life, such as leasing, contracting, marketing housing, and so on.<sup>10</sup>

In this discussion, ijârah means a contract that involves the exchange of benefits in return for a certain amount. In fiqh muamalah, the term used for the party who rents the benefit is called mu'ajir, while the party who is the renter is called musta'jir. The object being leased is called ma'jur, while the service provided in return for the use of the benefit is called ujrah

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<sup>9</sup> Muhammad Siddiq Armia, *PENENTUAN METODE & PENDEKATAN PENELITIAN HUKUM*, ed. Chairul Fahmi (Banda Aceh: Lembaga Kajian Konstitusi Indonesia, 2022).

<sup>10</sup> Siti Sarah, Ali Abubakar, and Fraz Ahmed, "ANALYSIS OF THE ELEMENT OF USURY IN SHARIA ONLINE FINANCING," *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 2 (December 20, 2023): 165-82, <https://doi.org/10.26811/peuradeun.v11i2.923>.

(wage). After the ijârah contract takes place, the musta'jir has the right to take the leased benefit, while the mu'ajir has the right to receive compensation or compensation, because this contract is an exchange contract.<sup>11</sup>

Meanwhile, ijârah 'ala al-'amâl is an agreement to take advantage of someone's skills, services or labor. For example, hiring someone to build a building, hiring a tailor to make clothes, hiring a cobbler to repair shoes, or paying employees who work in a company. This includes jobs where it is possible to reward others for performing these tasks.<sup>12</sup>

So based on the explanation above, it can be concluded that the ijârah 'ala al-'amâl contract is an agreement between the worker and the party who needs labor to do a certain job in the form of skills, services or energy with an agreement to pay a certain amount of wages at the time of the contract. In this case, the party who is willing to provide his labor or expertise must be able to explain specifically his abilities and expertise to the party who needs the service or expertise, and the party who needs labor must also explain the form of work or expertise he needs at the time of the contract so that the parties can understand well the specifications of the work performed and also the level of wages that must be paid by the party who needs labor and which will be received by the worker when the work has been completed.<sup>13</sup>

### **Terms of Ujrah in Ala Al-Amal Ijarah Agreement**

According to the Hanafiyah, there is only one pillar of ujrah, namely ijab and qabul from the two parties to the transaction. The pillars of ujrah according to the Jumhur Ulama are 4, namely:

1. Two people who make a contract

Namely the person who makes a lease or wage contract, the person who gives the wage and the one who rents is called mu'jir and the person

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<sup>11</sup> Tutik Haryanti, "Kewenangan Pengadilan Agama Dalam Penyelesaian Sengketa Ekonomi Syariah," *Tahkim IX*, no. 1 (2013).

<sup>12</sup> Saifullah Ali, Zalva Amalia, and Yusriaina Yusuf, "THE APPLICATION OF MURABAHAH CONTRACTS IN THE INSTALMENT SERVICES OF DHUAFI PARTNER COOPERATIVES IN INDONESIA," *JURISTA: Jurnal Hukum Dan Keadilan 7*, no. 2 (November 17, 2023): 119-43, <https://doi.org/10.1234/JURISTA.V7I2.70>.

<sup>13</sup> Nurul Magfirah et al., "UNDERSTANDING INTELLECTUAL PROPERTY RIGHTS IN THE INDONESIAN TRADING BUSINESS," *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah 4*, no. 2 (2023), <https://doi.org/10.22373/al-mudharabah.v4i2.3384>.

who receives the wage to do something and who rents something is called *musta'jir*.

2. *Sighat* (*ijab* and *qabul*)

Namely there must be an agreement of *ijab* and *qabul*, *ijab* and *qabul* should use commonly used sentences. *Ijab qabul* in *ijârah* is anything either words or other statements that indicate the agreement of the two parties. *Ijab qabul* does not have to use specific words, what is needed is mutual consent (willingness) between the two parties.<sup>14</sup>

1. Wages or rewards

Is the wage given to *mustajir* for the work he has done, with an agreement that has been agreed upon by both parties. The conditions relating to wages (*ujrah*) are as follows:

- a. Wages must be in the form of known *mal mutaqawwim*, this requirement is agreed upon by the scholars, the requirement of *mal mutaqawwim* is needed in *ijârah*, because wages (*ujrah*) are the price of benefits, just like the price of goods in buying and selling. Clarity about the wage of this work is necessary to eliminate disputes between the two parties and must also be clearly stated.
- b. Wages must be made by first consulting between the party giving wages and the party receiving wages, so that an agreement can be reached on the amount of wages that will be received by the worker or the party who will provide the services needed by the other party.
- c. *Upah perjanjian persewaan* hendaknya tidak berupa manfaat dari jenis sesuatu yang dijadikan perjanjian, dan tidak sah membantu seorang dengan upah membantu orang lain. Masalah tersebut tidak sah karena persamaan jenis manfaat. Maka masing-masing itu berkewajiban mengeluarkan upah atau ongkos sepantasnya setelah menggunakan tenaga seseorang tersebut.
- d. *Upah* harus diketahui, jika upah yang akan diberikan tidak jelas sehingga bisa menyebabkan suatu perselisihan maka akadnya tidak sah, kejelasan objek akad (manfaat) harus diketahui dengan penjelasan, tempat, masa waktu, serta objek kerja yang akan dikerjakan oleh para pekerja. Berdasarkan dari uraian di atas

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<sup>14</sup> Edi Santoso, *Pengaruh Era Globalisasi Terhadap Hukum Bisnis Di Indonesia*, 2018.

para ulama membolehkan mengambil upah atas pekerjaan yang telah dilakukan sebagai imbalan. Karena merupakan hak dari mereka yang telah bekerja untuk mendapatkan upah atau imbalan dari pekerjaan yang mereka lakukan.

#### 4. Benefit

Either the benefit of an item that is rented or the service of the labor of the person who works. The conditions relating to the benefits of labor services are as follows:<sup>15</sup>

- a. The benefit that is the object of ijârah must be permissible according to Shara'. For example, renting a book to be studied and read, renting an apartment to be kept, and so on.
- b. It is not permissible to hire work that is an obligation and must be done by every Muslim. In the context of ijârah 'ala al-'amâl, it is important to understand that the work performed is not an obligation for the party renting the service or labor. Therefore, it is not valid to pay or hire the services of someone to perform tasks that are an obligation of every Muslim, such as the obligatory prayers, fasting, and the like. This is because these obligations are individual responsibilities that cannot be transferred to another person through an ijârah contract. In addition, it is also prohibited to hire one's own wife to serve one's personal needs, because that is the responsibility of a wife who cannot be made the subject of an ijârah contract.

### **The concept of Ujrah in Akad Ijârah 'Ala Al-'Amâl**

Wages or ujrah can be classified into two, namely the first is the wage that has been mentioned (ujrah al-musamma), the willingness of both parties to the transaction to the wage, thus the Mus'tajir or the wage-giver may not give a greater wage to the ajir (wage earner) than what has been mentioned in the previously mentioned agreement, and vice versa the ajir

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<sup>15</sup> Rifqi Muhammad et al., "The Influence of the SSB's Characteristics toward Sharia Compliance of Islamic Banks," *Cogent Business and Management* 8, no. 1 (2021), <https://doi.org/10.1080/23311975.2021.1929033>.

may not get a smaller wage than the agreement that has been agreed upon by both parties.<sup>16</sup>

Second, commensurate wages (*ujrah al-misli*). Is a wage that is commensurate with the work done by the *ajir* with the type of work. Must be in accordance with the amount of wages given and agreed upon by both parties, namely the employer and the party receiving the work, as for the purpose of commensurate wages for the recipient of labor so that in the event of a dispute between the employer and the recipient of the work can be resolved properly and fairly.<sup>17</sup>

But then the wage has a development of forms that follow from the form of work or services provided by the worker or the party who has the skill. for example, wages in worship work, the Ulama have different points of view in terms of wages or rewards for work that is worship or a manifestation of obedience to Allah SWT. According to Imam Hanafi, *ujrah* in acts of worship or obedience to Allah such as telling others to pray, fast, hajj or recite the Qur'an whose reward is given to certain people such as the spirits of dead parents. It is *haram* to take payment for such work, such as calling to prayer, praying, or reciting the Qur'an, for which the reward is given to a specific person, such as the spirits of dead parents. Actions such as calling to prayer, Hajj, fasting, reciting the Qur'an and *dhikr* are acts of *taqarrub* to Allah, so it is not permissible to take payment for them from anyone other than Allah.<sup>18</sup>

The scholars have ruled that it is permissible to take remuneration for activities that are considered good deeds, such as teaching the Qur'an, or religious teachers in schools or elsewhere, because they need to provide for themselves and their families. This is because they need to provide for themselves and their families, since they do not have time to do anything other than that.<sup>19</sup>

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<sup>16</sup> Muhammad Anwar Idris, "Pemetaan Kajian Tafsir Al-Qur'an Di Indonesia: Studi Atas Tafsir An-Nur Karya T.M Hasbi Ash-Shiddieqy," *Al-Tadabbur: Jurnal Ilmu Al-Qur'an Dan Tafsir* 5, no. 1 (2020).

<sup>17</sup> Faizal Asdar, "Fikih Indonesia Hasbi Ash-Shiddieqy," *Bilancia: Jurnal Studi Ilmu Syariah Dan Hukum* 17, no. 1 (2023), <https://doi.org/10.24239/blc.v17i1.1793>.

<sup>18</sup> Chairul Fahmi, "The Application of International Cultural Rights in Protecting Indigenous Peoples' Land Property in Indonesia," *Https://Doi.Org/10.1177/11771801241235261* 20, no. 1 (March 8, 2024): 157–66, <https://doi.org/10.1177/11771801241235261>.

<sup>19</sup> Mardani, "Penyelesaian Sengketa Bisnis Syariah," *Jurnal Mimbar Hukum* 22, no. 2 (2010).

In addition, it is important for service users to provide a clear and detailed explanation of the work to be done, the benefits to be obtained, the time to complete the work, the wages to be received, and the consequences that will be received by workers if they do not carry out the work as requested. This aims to avoid ambiguities in the contract or initial agreement that can cause problems or conflicts in the future. For example, wage deductions or unpaid wages due to losses incurred because the worker did not work optimally or it could be termination of employment. If this is not explained by the service user, then the possibility of problems or consequences arising in the future can be caused by the lack of clarity in the initial contract or agreement that should have been agreed upon. Therefore, it is important for both parties to communicate well and ensure that all relevant aspects are explained and understood before the *ijârah* contract is executed.

Furthermore, for the service user, the right that will be received is the object of work carried out by the worker in accordance with the service user's request. Therefore, it is very important for service users and workers to clearly explain the relationship and interrelationship between the two parties in a work agreement in a business. This is so that the rights and obligations of each party are fulfilled and neither party feels disadvantaged.

In order to avoid disputes, it is important for the object of work in an *ijârah 'ala al-'amâl* contract to be clearly explained. If the object of work is not clear, then the contract will be invalid. In addition, an explanation of the time to complete the work is also very important in the concept of *ijârah 'ala al-'amâl* because the object becomes unclear. The scholars argue that if the deadline is not explained in the *ijârah 'ala al-'amâl* contract, then this can cause disputes in the future between the two parties. Therefore, it is important for both parties to explain clearly and in detail about the object of work to be carried out and determine the deadline for completing the work as part of the agreement. Thus, it can avoid future disputes and ensure that both parties have the same understanding of their respective responsibilities and obligations in the *ijârah 'ala al-'amâl* contract.

### **Scholars' Opinions on Wages and Their Realization in Akad Ijarah Ala Al-Amal**

Wages are an obligation that must be fulfilled by the hiring party, in accordance with the agreement that has been agreed upon in the form of a

written, oral, or sign contract. Providing decent wages needs to consider several aspects, such as the need for clothing, food, and shelter for workers. In the Islamic context, the importance of paying wages before the workers' sweat dries is emphasized, as a symbol of sincerity in respecting and fulfilling workers' rights. This action shows appreciation for their hard work and maintains the principle of justice in the employment relationship.<sup>20</sup>

Regarding this wage, the scholars have different views. In the view of the Hanafiyah scholars, the validity of a wage is not only determined by the formation of an *ijârah 'ala al-'amâl* contract, because in principle the validity of a contract is also influenced by the terms of the wage agreed upon in the contract itself to be paid earlier or later. However, if there is no agreement on the payment of wages at the beginning of the contract or at the end of the contract, but it is determined within a certain time, then the *ujrah* must be paid according to the agreement. However, if the contract does not specify the period at which the fee is to be paid and no deferment is stipulated, then according to the Hanafis and Maalikis, it must be paid part by part, according to the stage of receipt of the benefit.<sup>21</sup>

According to the Shafi'iyah and Hanbali scholars, the *ujrah* must be obtained through a valid lease contract. When the landlord gives up the object of the lease, he is entitled to receive the entire rental fee, while the tenant is entitled to the benefits obtained from the object of the lease. Therefore, the payment of rent must be made to make the handover of the rental object binding.

The Shaafa'is are of the view that it is not permissible to hire a worker on the basis of what he earns. This means that it is not valid to hire the services of a miller by giving him a portion of the wheat or flour that is milled, because at the beginning it is not known how much is left over, and the work seems to be done for his own benefit by enjoying the results of his work. Hence, the payment must be made with something that has a clear and clearly defined value.

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<sup>20</sup> Laila Muhammad Rasyid and Fanny Tasyifa Mahdy, "THE ROLE OF FEMINIST JURISPRUDENCE IN LEGAL THOUGHT," *JURISTA: Jurnal Hukum Dan Keadilan* 6, no. 2 (December 1, 2022): 113–31, <https://doi.org/10.1234/JURISTA.V6I2.19>.

<sup>21</sup> C. Fahmi et al., "THE ROLE OF LOCAL GOVERNMENT IN MAINTAINING COFFEE PRICES VOLATILITY IN GAYO HIGHLAND OF INDONESIA," *Petita: Jurnal Kajian Ilmu Hukum Dan Syariah* 8, no. 1 (2023), <https://doi.org/10.22373/petita.v8i1.168>.

According to Ibn Taymiyyah, wages can be adjusted according to the prevailing traditions and customs. For example, if a person rents a riding animal, uses public facilities such as public bathrooms for rent, gives clothes to be washed or food to be cooked by the person who cleans or cooks it, then he is entitled to receive a clear wage according to the prevailing traditions or customs. As based on the word of Allah Q.S At-Thalaq verse 6 mentioned by the author above. In this surah, Allah commands to reward them for their breastfeeding services. Regarding the determination of the amount of wages, it can be adjusted to the traditions or customs of the community in that place.<sup>22</sup>

In various scholarly opinions regarding the wage determination system in the *ijârah 'ala al-'amâl* contract, there are several differences, the Hanafiyah scholars state that the wage can be determined whether it will be preceded or delayed, so that the delivery of the wage does not have to be done directly after the contract. However, it is important to note that wages should not be received only because of the contract, but there must be delivery of the rental object according to the agreement, while the Shafi'iyah and Hanbali scholars argue that after the *ijârah* contract, the tenants are entitled to receive wages after the rental object is delivered to them, as they are entitled to the benefits of the rental object. Meanwhile, Ibn Taymiyyah explained that based on the evidence in the Qur'an, wages can be adjusted to the traditions or customs that apply in society. Thus, there are differences in the views of scholars regarding the wage determination system in the *ijârah 'ala al-'amâl* contract, and this shows the importance of paying attention to the context and principles that apply in society in determining a fair wage in a contract.

So in the context of wage setting, it is important to ensure that wages are fair, clear, transparent and proportional. A fair wage should cover basic needs such as food, clothing, and shelter, and not fall below the prevailing market standard. The rules regarding wages need to be placed in their appropriate position to make it easier for Muslims or Muslim entrepreneurs to apply sharia management principles in setting wages for their employees in the company.

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<sup>22</sup> Mariske Myeke Tampi, "MENAKAR PROGRESIVITAS TEKNOLOGI FINANSIAL (FINTECH) DALAM HUKUM BISNIS DI INDONESIA," *Era Hukum - Jurnal Ilmiah Ilmu Hukum* 16, no. 2 (2019), <https://doi.org/10.24912/erahukum.v16i2.4529>.

### **Skill in Services and its Wage Rate According to Ijarah Ala Al-Amal**

Basically, determining the value of wages in Islam is based on the principles of justice, fairness, and benevolence, not only based on the labor expended in work. The implementation of determining a fair wage value is a difficult task because it must be done carefully and pay attention to the rights and obligations of the parties involved. The amount of wages has a significant impact on the standard of living of workers and their families, therefore, employers are not allowed to act arbitrarily by reducing or eliminating wages that are the right of workers.

The value of wages must be adjusted to the level of difficulty, burden and risk of work faced by each worker. The greater the burden they carry, the greater the risk they must face. Therefore, the value of wages must be proportional to the risk of work performed so that workers do not feel disadvantaged.<sup>23</sup>

In Islam, the basis for determining the value of wages is not based on the energy expended in work, but on the services provided by workers. The value of wages is determined based on the principles of justice, fairness, and benevolence. However, in its implementation, determining a fair wage value can be difficult because it must be done carefully and pay attention to the rights and obligations of the parties involved. The size of wages has a significant impact on the standard of living of workers and their families. Therefore, an employer should not act arbitrarily by reducing or eliminating the wages to which workers are entitled. This is contrary to the principle of justice and is not in accordance with Islamic teachings.

The following can be explained about the forms of wage levels based on risk in the *ijârah 'ala al-amâl* contract. In this case in general, the risk in the *ijârah 'ala al-amâl* contract can be divided into two forms, namely :

1. Risks caused by natural factors or the worker's inadvertence in doing or managing his work so as to cause damage to the object of the *ijârah 'ala al-amâl* contract, the risk cannot be borne by the worker. For example, if a worker is hired to do personal work such as being a personal driver or housekeeper, and damage occurs to the object related to the work, the loss incurred cannot be claimed from the worker. Such risks, in the view of the majority of scholars, are natural risks that are not caused by the worker's willfulness. Therefore, the loss that has occurred should not be

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<sup>23</sup> Maghfirah et al., "UNDERSTANDING INTELLECTUAL PROPERTY RIGHTS IN THE INDONESIAN TRADING BUSINESS."

charged to the worker, unless the loss was caused intentionally by the worker either due to emotional factors or other reasons. For example, if a domestic helper accidentally drops a plate while washing it, then the loss caused by the broken plate must be borne by the worker. However, in such a case, according to scholarly consensus, the worker should not be held liable or compensated, as the risk incurred, namely the breaking of the plate, was not caused by the worker's negligence or intentional act.

2. The risk of the worker who provides his expertise to all consumers as a party who needs services. *Ijârah 'ala al-amâl* in this form is a party that provides services for the benefit of many people, namely people who provide services to meet the needs of consumers such as tailors, builders, architect technicians, lawyers and property marketing and so on, consumers in the form of *ijârah 'ala al-amâl* are not limited in form. The *fiqh* scholars are of the opinion that the risk in this kind of work is entirely the responsibility of the worker, because the risk is part of the dynamics of the work and cannot be demanded from the consumer. Therefore, compensation for such risks is fully borne by the worker as the owner of the business of providing services with hard and soft skills. In general, *fiqh* scholars are of the view that a fair wage is the wage paid for similar work. As explained by Ibn Taymiyyah, a fair or equal wage is determined by the wage that has been determined (*musamma*) and becomes a benchmark for both parties. According to him, the value of wages is freely determined by the forces of demand and supply in the market.

Wages as compensation for *ijârah 'ala al-amâl* can be cash or non-cash. If the value of the wage has been agreed upon at the time of the contract, then the prevailing wage is the wage that has been mentioned. If there is a dispute, the prevailing wage is the wage that is equivalent or commensurate with the work performed. Therefore, the determination of the value of wages is categorized into two, namely:

- a. The value of the wage that has been mentioned (*ajr al-musamma*) at the beginning of the contract, provided that both parties are willing.
- b. The value of wages that are commensurate (*ajr al-mistli*), namely wages that are commensurate / equivalent to their work and commensurate with the conditions of their work. That is, the

property demanded as compensation in similar transactions in general.<sup>24</sup>

The wages received by workers must also meet the standards of wage eligibility, which can be measured by the level of basic needs of workers are met, including the needs of clothing, food, and shelter. During the caliphate of Umar bin Khattab, he set wages for government employees based on their personal circumstances and needs in the city. This attitude of Caliph Umar bin Khattab can be used as an example in determining wage standards based on the basic needs of society today, which also involves additional factors such as transportation needs, education, health, and others. Therefore, the value of wages should be adjusted to relevant factors, such as inflation rates, health costs, the impact of unemployment, and so on.

The wages received by workers must also meet the standards of wage eligibility, which can be measured by the level of basic needs of workers are met, including the needs of clothing, food, and shelter. During the caliphate of Umar bin Khattab, he set wages for government employees based on their personal circumstances and needs in the city. This attitude of Caliph Umar bin Khattab can be used as an example in determining wage standards based on the basic needs of society today, which also involves additional factors such as transportation needs, education, health, and others. Therefore, the value of wages should be adjusted to relevant factors, such as inflation rates, health costs, the impact of unemployment, and so on.

In life, it is common to see differences in wage rates between workers, which are mainly due to differences in their skills, abilities, and intelligence levels. This results in wage disparities that tend to be very high. Such disparities can lead to gaps in economic and welfare levels, and even affect a person's lifestyle and financial stability.

In general, some important factors that affect the level of wage disparity are explained by experts and the author narrates as follows, namely :

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<sup>24</sup> Iqbal Maulana El, Masyhuri Masyhuri, and Indah Yuliana, "The Effect of Mudharabah and Musyarakah Financing on Profitability of Islamic Banks in Indonesia," *Indonesian Interdisciplinary Journal of Sharia Economics (IIJSE)* 5, no. 1 (2022), <https://doi.org/10.31538/iijs.v5i1.1969>.

- 1) Different types of work.
- 2) Differences in abilities, skills and education.
- 3) Non-financial considerations in choosing a job.
- 4) Imperfections in labor mobility.

Of these four factors, it tends not to be easy to see the most dominant factor that causes differences in the wage levels of workers in both amateur and professional circles, but in principle, these four factors are dominant in influencing the wage levels of workers even though there are many other factors that are social realities that cause the wage levels of workers to differ as determined by the company or the hiring party that sets the wages or salaries given to the workers.

In the last decade, the level of progressivity of work dynamics has increased, especially in the use of soft skills based on information technology, specifically affecting the value of salaries and wages exclusively increasing above the average triggered by information technology capabilities. For example, publications based on the open journal system (OJS) require certain skills to meet the standards and templates set by proofreading service providers, although this service can be utilized for various purposes not limited to scientific journal publications.

### **Determination of the Cost of Proofreading Services at IAIN Zawiyah Cot Kala Langsa Against Services Used by the Consumer Party**

Commercial services always require finance in return for the services provided. Although the Sharia Proofreading Institution is legitimately under the Faculty of Sharia at IAIN Zawiyah Cot Kala Langsa, its operational management and accounting procedures are separate from the management of the Faculty of Sharia. This is because, according to financial regulations, faculty management is not allowed to earn income because it is considered gratuities and illegal quotations so that it will directly have a legal effect on its financial legality. Based on legal provisions, if income from the faculty is not reported to the finance department and entered into the treasurer's account, it can be classified as an act of illegal quotation as an act that is contrary to legal provisions and can be indicated as funds for gratuity violations.<sup>25</sup>

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<sup>25</sup> Haryanti, "Kewenangan Pengadilan Agama Dalam Penyelesaian Sengketa Ekonomi Syariah."

In response to these conditions, the manager of proofreading makes its own system, which means that legitimately the existence of this institution is legal, but implementatively the quotation of funds is not included in the violation of the DIPA system. The Faculty of Sharia invites third parties, namely the Job Training Institute (LPK) as its business partner, which then collaborates with the Faculty of Sharia IAIN Zawiyah Cot Kala Langsa by making MoUs and MoAs according to applicable regulations. LPK also provides facilities to increase skills, provide information on the work environment and provide information on job vacancies. Through this institution, the system of collecting funds is carried out as a representative of the manager of Sharia Proofreading. Regarding the fee setting system, Sharia Proofreading determines the fee after conducting a management meeting and the fee depends on the level of the journal and the type of service requested by the consumer.

In the following, the author describes the forms of proofreading services offered by the LSP management, namely:

### **1. Full Service**

Full service is a package offered to consumers in the form of a complete package, namely services that include the process of editing and reviewing journal articles or other scientific works which are raw writings that require additional analysis processes and the addition of more comprehensive data so that they are suitable for publication at a certain level. This raw writing is usually divided into two; First, raw journal drafts with a page count of around 20 sheets, or a word count of around 8,000 words cost Rp 500,000. Second, drafts of research results, including theses, dissertations, and final research reports. Full services are charged per package depending on the level of the intended journal.<sup>26</sup>

Especially for editing Sinta accredited journals 3 and below, the full package proofreading service costs IDR 550,000. This fee is the result of the calculation of template adjustment services, and Mandeley / Zotero citation services. This fee does not include minimizing the level of plagiarism (paraphrase) by using the Turnitin application with a similarity level below 30%. Especially for the full package plus paraphrase, the fee system is IDR

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<sup>26</sup> Maya Yusnita and Dian Prihardini Wibawa, "Menakar Peran Pemerintah Dan Akademisi Terhadap Pengembangan UMKM," *Jurnal Penelitian IPTEKS* 5, no. 1 (2020), <https://doi.org/10.32528/ipteks.v5i1.3020>.

50,000 for each sheet. That means if the draft scientific journal article totals 20 sheets, the fee charged is around Rp 1 million.

Especially for editing Sinta 1 or Sinta 2 accredited journals, the costs differ significantly. This is in line with the role of the Sinta 2 article itself, which is often the main requirement if a lecturer wants to be promoted to Head Lecturer. So it is not surprising that articles in Sinta 2 or Sinta 1 journals are subject to higher service fees. Not only that, since this level is the highest level of journal accreditation in Indonesia, the competition for articles to be accepted is also tighter. This is evident from the publish fee requested by the journal. Usually, Sinta 3 journals and below are charged a publish fee of between IDR 500 thousand and IDR 300 thousand, specifically Sinta 2 or Sinta 1 can be charged a publish fee of between IDR 1 million and IDR 1.5 million.

As for the cost of the full Sinta 2 package service, it costs around Rp 2 million. This fee includes template editing services, Mandeley / Zotero citations, and translation services to English or Arabic. This fee does not include paraphrase services (minimize plagiarism) because when writing is translated into English, the level of similarity will automatically be small.

## **2. Template Editing Service**

Template editing is a service to adjust the writing (raw draft) into the template format requested by the journal institution. This template can generally be downloaded on OJS (website) in word or PDF form. It can be said that template adjustment is the first step in getting the writing accepted or rejected by the journal. This template adjustment is similar to a case on a cellphone, or also like the interior shape of a business building. Both play a role in attracting consumer interest when they see the cover.

Template editing services at Sharia Proofreading are charged at a price of IDR 300,000. The consumer can request this service by sending a raw draft with the name of the journal, or can also send raw data along with the draft journal template that they want to target. Template adjustments tend to differ from one journal institution to another. Be it the type of writing, space width, use of titles, and technical formatting from titles, abstracts, to references.

## **3. Paraphrase Service**

Paraphrase functions in minimizing plagiarism that may previously have a large level of similarity after using the Turnitin application. Usually, this application is also used by universities when checking the level of similarity of proposals or thesis final assignments of students who submit.

Since paraphrasing is all about playing with quantity (percentage), the payment format is also in accordance with that percentage. According to the information on the brochure, the paraphrase service is Rp 50,000 per sheet. Of course, in practice, not all manuscripts received are paraphrased, only those indexed for plagiarism. The decrease scheme also depends on consumer demand. If the paraphrase only reduces the similarity level to 25%-30%, the price is as mentioned above, but if the requested paraphrase reaches a figure below 15%, then the cost becomes Rp 100,000 per sheet.

In thesis writing, if the similarity is more than 30%, it can be declared as plagiarism and the author is not allowed to register for a thesis trial as the final project of the college. Likewise, in certain scientific journal institutions, most of them also make plagiarism limits so that the writing is accepted. The value of the plagiarism limit also varies, some are 20%, 25%, 30%, even 35% depending on the respective journaling agency. Plagiarism is certainly very vital because if a writing is detected plagiarizing (copy-pasting) other people's work with a high number (above 30%), then it is the same as plagiarizing other people's work.

Many sanctions are obtained if the author commits plagiarism, especially if the level of similarity with other people's work reaches 80% and above. The simplest sanction is the rejection of the article, but the severe sanction is the demands of other parties who do not accept that their work is plagiarized without mentioning the source. In this context, the author could be subject to the Electronic Information and Transaction Law (ITE) or even worse, be demoted. Therefore, this service is needed especially by those who cannot change the words in their work.

#### **4. Mandeley / Zotero Citation Service**

The function of citation is to notify and acknowledge the sources that have been cited in the writing through a google scholar account. In short, when someone else's writing is published in an online journal, the writing cited using the Mandeley / Zotero application will increase the number of citations. Citation is also useful for verifying the data taken so that our

writing can be accounted for and has accountability. Not only that, the name of the citer, the writing, the journal will be clearly traced.

Mandelay or Zotero is one application that makes it easier for writers to do citations as above. Usually, writers only need to download the PDF of the article they want to cite, then enter it in the application. Furthermore, when used in writing, it will be synchronized with the laptop and on one of the items in Microsoft Word. Furthermore, the author easily cites it by simply selecting the pdf that has been added to the library, then the automatic citation will be made by itself. This citation helps writers in making references in the form of 'footnote' or 'bodynote'. Likewise, when compiling a bibliography, this application will automatically produce an alphabetical arrangement without having to be edited manually.

Reference citation applications such as Mandelay or Zotero are not the only applications that can be used in citing scientific articles. There are still many similar applications that can be used according to the ease and convenience of each. However, specifically for proofreading service institutions, the citation application used is the Mandelay application. The cost of citation services is around IDR 250,000 for scientific or journal articles, and IDR 1 million for citing books with pages above 100 sheets.

## **5. Translation Services**

Translation is a special requirement for a journal that has been indexed by Scopus or accredited by Sinta 2. Usually, the languages used are English and Arabic versions. The use of English or Arabic is very important for a journal institution so that its writings can be consumed globally. In addition, the use of English can increase the number of visitors and attract the attention of those who want to cite. In addition to Scopus-indexed and Sinta 2-accredited journals, Sinta 3 or Sinta 4 journals are not always English-based.

Usually, the use of English is done because the journal in question (Sinta 3 or 4) is working towards applying for accreditation to Sinta 2 or Scopus. If you want to get Sinta 2 or Scopus accreditation, one of the important assessments is the global authorship. A journal article must be read by at least four different countries, as well as the author. In addition, citation of other journals in 4 different continents is also an important aspect for a journal to reach the assessment standards towards Scopus.

To make the above requirements more realistic, it is necessary to publish articles in English or world language journals that can be accessed

by the world community. Therefore, translation into English or Arabic is mandatory for Sinta 2 and Scopus indexed journals. The cost depends on the package, there is a 'Standard' translation package, 'Accurate', and 'High'. Especially for the standard package, the fee is charged per article, which ranges from Rp 250,000 to Rp 300,000 per article (20 sheets). Unlike the accurate package, translation services can reach Rp 50,000 to Rp 75,000 per sheet, or around Rp 1 million if per journal (20 sheets). Especially for high-level translation, the fee is IDR 100,000 to IDR 150,000 per sheet. That means if one journal can be charged around Rp 2 million for 20 sheets.

## **6. Article Submission Services**

Since the process of submitting articles is now digitally based (OJS), not all writers are able to master this provision, especially lecturers or academics from the X generation. Meanwhile, in order for their performance to run, their rank to increase and the conditions for receiving research assistance, they must publish using digital applications. So it is not surprising that generation X people ask for help from proofreading agencies to submit their articles. The process of submitting articles varies depending on the journal institution. Some are through the journal website (OJS), some are through email.

Especially for submitting through the OJS website, proofreading service institutions charge Rp 50,000 per submission, which of course does not include the manuscript to be submitted because a manuscript must be standardized and mature before it is ready to be submitted to OJS. In addition, since the notification and correction period for articles is also carried out on the journal's OJS website, it is not uncommon for customers to ask for an extra service called mentoring. This service is not the same as just submitting, but is charged Rp 500,000 per package until the article has been published. The short version can be seen in the table attached at the beginning of this writing discussion.

## **2. Fulfillment of Obligations of Proofreading Service Providers with Qualifications for Scientific Works and Scientific Journals**

A product-based business in the form of services is very important to maintain a commitment to meet the demands of service according to its qualifications. Fulfillment of consumer needs in the form of services must be optimally carried out in order to attract consumers to remain loyal and

loyal to use the place of business. Likewise, the LSP as a business that provides proofreading services to its consumers must be able to do it optimally, so that consumers are confident in the professionalism of this business to carry out all its obligations in accordance with the agreed contract. As explained in the sub-chapter above, this LSP provides five services, namely template adjustment services, paraphrase services, citation services, translation services and scientific journal submission services. All of these services can be selected by the customers according to their needs. Furthermore, the management of this LSP is obliged to perform all the needs of its customers in accordance with the choices clearly stated in the contract and has been paid in advance, before the work is completed by the LSP. For this reason, the LSP must understand well the needs of its customers, so that there are no misperceptions that can lead to misunderstandings and even defaults as a result of the agreement not being carried out properly by the LSP management.

Substantively, the LSP management provides service procedures in accordance with the SOPs that have been established to create confidence in the consumer's performance of this institution to fulfill all the demands of the consumer as agreed in the contract, and it is an obligation that must be fulfilled professionally by the LSP. As a manifestation of the professionalism of this institution, the LSP management is willing to return the fees paid by its customers if the services provided are not in accordance with the agreement that has been made. As explained by Nurul Husna, who is the operator of the LSP, if the LSP is unable to complete the proofreading work in accordance with the agreed time frame and the deadline has passed, the LSP management will refund the money that has been paid. The deadline is one of the specific dictums of the agreement because it is closely related to journal publications that are very strict in terms of publishing schedules.

As for accepted journals from articles reviewed and approved by the LSP, it is not one of the points stipulated in the dictum of the agreement. From the beginning, the management has determined that the review and proofreading services performed by LSOP do not promise that the reviewed article will be accepted and published by the journal intended by the consumer. Therefore, the consumer cannot claim that his or her expectations are too high that his or her paper will be accepted by the particular journal to which it is addressed. In this case, the work produced

by the LSP consumer is entirely the responsibility of the consumer himself to be accepted or rejected by the journal publisher.

From the beginning, the proofreading service institution has provided information through brochures and leaflets that the services used are not guaranteed to be published. This is because, the determination of a journal to be published has many aspects besides what is done by the proofreading service institution. Sharia Proofreading is only engaged in parts that are 'editing', and does not reach the area of 'substance of writing'. In this case the proofreading management is not responsible for improving the content of journal articles owned by its consumers.

The LSP management will only implement complaints from its customers if they are related to the quality of the translation, or the quality of the edits. In that context, the LSP remains responsive and responsible. The LSP management also gives full advice to its customers, especially those who need full services and scientific journal template services. Such advice is particularly important in relation to the quality of the content and substance of the journal articles and the qualifications of the journals to which the customers will submit their articles.

It is important for customers to be given an understanding by the LSP about the qualifications of scientific papers for the Sinta level (Indonesian journal accreditation) usually consists of two dimensions. The methodology dimension of writing, and the substance dimension of writing, including reputable international journals (Scopus), usually there is a third reviewer outside the reviewer of the methodology and substance of the article so that the writing produced is in accordance with the purpose of submitting it so that the opportunity to be accepted by the journal will be obtained by the consumer after using the review service by this LSP.

In this case, the LSP management acts professionally on the services produced by providing guarantees for certain service products such as paraphrase services, translation services and citation services so that the price paid for services is in accordance with the quality of services provided to consumers by the LSP management. As for points 1 and 2, it is fully influenced by the ability and quality of the work by the consumer itself, so that the LSP management accepted the writing in accordance with the objectives achieved.

### **Review of Akad Ijarah Ala Al-Amal Against Costs and Its Correlation with Proofreading Services at IAIN Zawiyah Cot Kala Langsa**

Akad ijârah 'ala al-'amâl is an agreement between the party providing the service and the party who needs the service, with an agreement that specifically contains the content of the agreement that must be applied to produce benefits. In the reality of social life, the worker and the party who needs labor to do a certain job in the form of skills, services or energy with an agreement to pay a certain amount of wages at the time of the contract.

In a specific agreement in the ijârah 'ala al-'amâl contract, the party who is willing to provide his energy or expertise must be able to explain specifically his abilities and expertise to the party who needs the service or expertise, and the party who needs labor must also explain the form of work or expertise he needs at the time of the contract so that the parties can understand well the specifications of the work performed and also the level of wages that must be paid by the party who needs labor and which will be received by the worker when the work has been completed.

For certain services that have specifications with high complexity such as services or skills based on certain knowledge, the level of service produced has a higher value or cost tariff that must be paid by the party who needs the service, because the productivity produced through this skill must go through a scientific process, The productivity produced through this skill must go through a scientific process, intelligence and various cognitive relations to be given to certain parties professionally which must be paid at a rate agreed upon by the service provider and the party requiring the service, even at certain conditions and levels the cost is determined unilaterally as the rate to be paid by the consumer such as doctoral services, lawyers even for certain services such as the object of this study, namely proofreading and review services for scientific journal articles.

In this era, the skills possessed either from talent or expertise from a continuous learning process that is formally pursued to produce something scientifically, the value of this skill has a profitability value for its owner as income that can be obtained from its professional performance. This is because the skill has high benefits for other parties. The higher a person's skill, or the fewer parties who master the skill, the higher the cost or tariff that must be paid by the consumer. Skill is also an expertise used to apply

the knowledge already possessed into practice or action, resulting in the desired task being achieved with satisfactory results because it is done effectively and efficiently. In addition, skill can also be interpreted as something that can be assessed and measured through skill tests. Therefore, it can be said that the level of progressivity of work dynamics is getting higher, especially in the use of soft skills based on information technology, which specifically affects the value of salaries and wages exclusively increasing above the average triggered by information technology capabilities.

In *fiqhiyyah* in the theory of *ijārah 'ala al-'amāl* contract, skill is part of the contract object that must be clearly agreed between the party offering the skill and the party who needs it. Conceptually, *ujrah* is the financial value received by the *mua'jir* for the skills provided and utilized by the *ma'jur* party which has certain feedback both physically and non-physically. The higher the quality of the skills provided, the higher the *ujrah* received by the *mua'jir* as a reward. For this reason, at a certain level, the skill owner both collectively and personally can apply a tariff as an *ujrah* that must be paid commercially by the *ma'jur* for the use of the benefits of the skill.

The wage standard is based on the type of soft skills desired by consumers so that the more difficult the service performed by the proofreading service institution, the higher the wage or fee that must be paid by the consumer. Regarding these wages in Islam there are no special provisions governing the amount of wages given by service providers, but in principle the wages given must be in accordance with the services, labor or skills that have been done. In contrast to the capitalist view in determining wages to a worker by adjusting it to the costs within the minimum limit and will reduce it if the burden of life is reduced. Therefore, the wage of a worker is determined based on his living expenses without considering the services provided by the service, skill or energy is very contradictory in Islam.

In order not to cause disputes in the *ijārah ala al-'amāl* contract, the object of the contract must be clear. The contract object of this study is proofreading services by the LSP management. The services that have been offered by the LSP management are such as full services, template adjustment services, paraphrase services, citation services, English or Indonesian translation services and scientific article or journal submission

services. All of these LSP services can be selected by consumers according to their needs.

In the *ijârah ala al-'amâl* contract, the rights and obligations of both parties must be equally fulfilled. The obligation of the proofreading service provider is to complete the work in accordance with the agreement made, then after completing its obligations the service provider has the right to receive compensation for its services in accordance with the initial agreement. Then for consumers, their obligation is to explain in detail about the work that must be done by the service provider and explain the cost of services that have been carried out by the LSP management.

The agreement made by the LSP management and consumers is clear as long as the proofreading service activities do not violate the conditions set by Islamic law. As is known, the proofreading service provider has the right to refuse if there is a request that violates the law such as thesis perjury services. Regarding the fees or wages that are paid at the end, it is clearly stated in the agreement that the wages will be paid after the LSP management completes the work requested by the consumer on the condition that the results are good and in accordance with the time limit agreed upon by both parties.

From the description above, it shows that there are sharia rules in determining wages and Islam strongly recommends professionalism in work because everything must be placed on seriousness and seriousness. Thus, Sharia Proofreading as a service provider must make sharia law the basis and guidelines for running a journal editing service business. This is because without guidance on sharia law, it is feared that many things will deviate from the rules of Islam.

## **CONCLUSIONS**

The management of the Sharia Proofreading Institute provides six forms of proofreading services that consumers can choose according to their needs to meet the standardization of scientific work which includes full services, template editing services, paraphrase services, citation services, translation services and submitting scientific articles or journals. Each service offered has a different cost classification according to the type of service required. In principle, the tariff value that must be paid by consumers is in accordance with the type of service provided by the LSP

management. The rate given is Rp 500,000 per package to Rp 50,000 per page.

The management of the Sharia Proofreading Institution carries out all of its business operations in accordance with the Standard Operating Procedures (SOP) that have been established in serving consumers in the use of proofreading services. In the realization of quality services, the management of LSP provides a guarantee of service in accordance with the dictum of the contract and if something is not appropriate then the management of LSP will return all fees paid by consumers. Substantively, for paraphrase services, translation services, and citation services, the quality guarantee provided by the LSP is in accordance with the template desired by the consumer for the publication of his/her article. However, for full proofreading services and template editing services, the guarantee is also given on journal standardization, not on the quality of the content of the writing or the final results of the research. In these two services, the LSP management does not guarantee to be accepted in the journal that the consumer wants to publish. Accepted writing is strongly influenced by the quality of the consumer's own work so that LSP management emphasizes the importance of the objectives to be achieved in order to achieve optimal results in accordance with consumer expectations. The basic principles of the Sharia Proofreading Institute's services are committed to providing reliable, transparent, and customer satisfaction-oriented services, taking into account ethical values and sharia principles in every aspect of its services.

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