

SANCTIONS ON INDISCIPLINARY EMPLOYEES IN THE PERSPECTIVE OF FIQH MUAMALAH: A STUDY ON THE ACEH CIVIL SERVICE AGENCY

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Abstract

This research examines the process of proving an *ijārah 'ala al-'amāl* contract and the effectiveness of sanctions applied by the Aceh Civil Service Agency. The method used is an empirical legal approach in which data is collected from primary sources such as interviews, observations and focus group discussions. Secondary data is collected from secondary sources such as books, journals and other resources related to this research. The findings show that the sanctions applied have not been fully effective in tackling arrears. This research is important because the sanction policy of the Aceh Civil Service Agency needs to be evaluated in order to improve the supervision and enforcement of employee discipline, as well as to ensure that the application of *ijārah 'ala al-'amāl* is in accordance with applicable principles. The level and type of sanctions for default are listed in Government Regulation No. 94 of 2021 on Discipline of Civil Servants. Meanwhile, defaulting employees are subject to a series of disciplinary enforcement procedures. The first step is a warning in the form of a summons to provide information about the absence. If the employee fails to comply with the summons, a follow-up summons will be issued. The first disciplinary action will usually be a light sanction. This serves as a warning and encouragement to comply with attendance and work discipline rules. However, if the employee still repeats the offense or commits another offense, moderate or more severe sanctions will be imposed. These include sanctions such as deduction of TTP, demotion, delayed salary increases or even dismissal, depending on the policy and the level of offense committed.

Keywords: *Ijārah 'ala al-'amāl, Indiscipline, Sanctions, Civil Servants, Aceh Civil Service Agency.*



Abstrak

Penelitian ini mengkaji proses pembuktian dengan akad *ijārah 'ala al-'amāl* dan efektifitas sanksi yang diterapkan oleh Badan Kepegawaian Aceh. Metode yang digunakan adalah pendekatan yuridis empiris, di mana data dikumpulkan dari sumber primer seperti wawancara, observasi, dan diskusi kelompok terarah. Data sekunder dikumpulkan melalui sumber-sumber sekunder, seperti buku-buku, jurnal, dan sumber-sumber lain yang berkaitan dengan penelitian ini. Hasil penelitian menunjukkan bahwa sanksi yang diterapkan belum sepenuhnya efektif dalam menanggulangi wanprestasi. Penelitian ini penting untuk dilakukan karena perlunya evaluasi dalam kebijakan sanksi di Badan Kepegawaian Aceh untuk meningkatkan pengawasan dan penegakan disiplin pegawai, serta untuk memastikan penerbitan *ijārah 'ala al-'amāl* berjalan sesuai dengan prinsip-prinsip yang berlaku. Tingkat dan jenis sanksi atas wanprestasi tercantum dalam Peraturan Pemerintah Nomor 94 Tahun 2021 tentang Disiplin Pegawai Negeri Sipil. Sementara itu, pegawai yang melakukan wanprestasi akan dihadapkan pada serangkaian prosedur penegakan disiplin. Langkah pertama adalah diberikan peringatan berupa surat panggilan untuk dimintai keterangan terkait ketidakhadiran. Apabila karyawan tidak memenuhi panggilan tersebut, maka akan dilakukan pemanggilan lanjutan. Tindakan disiplin pertama yang dijatuhkan biasanya berupa sanksi ringan. Hal ini berfungsi sebagai peringatan dan dorongan untuk mematuhi aturan kehadiran dan disiplin kerja. Namun, jika karyawan masih mengulangi pelanggaran atau melakukan pelanggaran lain, maka sanksi tingkat sedang atau bahkan sanksi yang lebih berat akan dijatuhkan. Sanksi tersebut antara lain berupa pemotongan TTP (Tunjangan Prestasi Kerja), penurunan pangkat, penundaan kenaikan gaji, atau bahkan pemecatan, tergantung dari kebijakan dan tingkat pelanggaran yang dilakukan.

Katakunci: Badan Kepegawaian Aceh, Hukum Ekonomi Syariah, *Ijārah 'ala al-'amāl*, Indisipliner, Sanksi, Pegawai Negeri Sipil

INTRODUCTION

The use of services on employees can be classified as an *ijārah 'ala al-'amāl* contract whose contract object is work and services. This concept is relevant to proving work default, which requires strong and clear evidence in accordance with the principles of justice. The Aceh Civil Service Agency



(BKA) can apply the same principle in handling cases of work default, ensuring sufficient evidence before taking disciplinary action against the employee concerned. The correlation between proof of default and *ijārah 'ala al-'amāl* is how evidence is used to show the work or service hired has been performed as agreed. Such evidence plays a role in ensuring that the agreement agreed in the contract has been fulfilled, as well as protecting the rights of both parties to the lease agreement. However, there are situations where employees do not comply with the agreed work agreement, which can interfere with overall performance and productivity. Such situations can be considered as work default. This research is important when an employee does not fulfill the agreement in accordance with established regulations, which has the potential to harm the agency and disrupt operational efficiency.¹

In performance, default includes the failure of employees to achieve targets according to established performance standards, lack of adherence to work discipline, such as non-compliance with working hour rules, irregular attendance, violation of the code of ethics, or other actions that violate the provisions applicable to employees. For this reason, each employee is charged with making performance, which nationally uses the e-Kinerja system to assist in managing, monitoring, and improving employee performance efficiently and measurably using information technology. E-Kinerja is a performance appraisal system that combines performance elements of 70 percent and discipline of 30 percent.²

In principle, all employees are required to achieve work targets that have been set in the e-Kinerja system, which is usually prepared at the beginning of the year for the period January 1 to December 31. Each employee enters into a work agreement with his or her immediate supervisor, which contains a commitment to achieve the performance goals. If an employee is unable to meet the work expectations that have been set, evaluation and coaching steps can be taken. This evaluation aims to identify the causes of the inability to achieve targets and provide direction or assistance to the employee to improve their performance. However, if coaching efforts do not result in the desired improvement and the employee

¹ Chairul Fahmi, 'The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industrial in Aceh, Indonesia', *Jurnal Ilmiah Peuradeun* 11, no. 2 (30 May 2023): 667–86, <https://doi.org/10.26811/peuradeun.v11i2.923>.

² Interview with Yenni Syafrida, Personnel Staff in the Discipline Development Division at the Banda Aceh City BKA Office, on May 2, 2024.



still does not meet the set work requirements, then the situation may be considered a default. In these cases, further action may be taken in accordance with policies and procedures, including possible sanctions or other disciplinary measures. Meanwhile, employees who do not fulfill work attendance or take attendance but are not at the workplace, will also be faced with a series of disciplinary enforcement procedures.³

To assess employee performance and discipline results, a measurement tool is used that includes discipline, service, and integrity orientation. These values are reflected in the employee slogan, namely Service Oriented, Accountable, Competent, Harmonious, Loyal, Adaptive, and Collaborative or abbreviated as "Berakhlak". These values are then poured into the e-Kinerja system and become the *point center* for assessment. This ensures that in addition to achieving quantitative targets, employees are also expected to demonstrate commitment to quality service, integrity, and collaboration in the work environment.⁴

In accordance with information obtained from the Head of the Aceh Civil Service Agency (BKA), the State Civil Apparatus (ASN) within the Aceh Government was ordered to carry out disciplinary control of its employees during the 2020-2021 period. In 2020 there were 21 employees who committed disciplinary actions. Of these, six employees faced corruption cases and were sanctioned with dishonorable dismissal. Four employees were involved in general criminal offenses. Two were dishonorably discharged, one was honorably discharged on his own accord, and another received a one-year demotion to a lower rank as disciplinary action.⁵ Three employees were dismissed for disciplinary offenses, specifically for not reporting to work. Two of them resigned voluntarily without receiving formal recognition, while one was formally relieved of duty. During the year, eight employees were disciplined for getting married without obtaining permission from their supervisors. Of these, six were demoted to a lower position for three years, while two others were demoted for one year. In 2021, five employees were involved in disciplinary proceedings. Four were involved in corruption cases, while

³ Interview with T. Roni Yuliadi, Head of Personnel in the Performance and Welfare Division at the BKA Office in Banda Aceh, on May 2, 2024.

⁴ "Interview with Sulastri, Head of the Personnel Sub-Section in the Employee Performance Planning and Evaluation Division at the BKA Office in Banda Aceh, on May 2, 2024."

⁵ Gianmaria Ajani, 'Legal Change and Economic Performance', *Global Jurist Advances* 1, no. 1 (20 January 2001), <https://doi.org/10.2202/1535-1661.1016>.



another employee was involved in separate criminal charges. As a consequence, they were all subject to temporary dismissal as a form of punishment.⁶

In reality, there are still many employees who commit acts of work default, such as not achieving the promised work targets, not fulfilling work attendance, being outside the agency during working hours, violating the code of ethics, or other actions that violate the provisions that apply to employees. Although disciplinary sanctions have been imposed, disciplinary actions on employees still continue.

RESEARCH METHODS

In this article, empirical research methods in the field of law are used.⁷ This method involves a methodical investigation into facts as they occur in the field, guided by a *statue-based approach*.⁸ Through the examination of secondary data and research into primary data in the field, empirical juridical research is conducted.⁹ Primary data is sourced internally and obtained directly through observation, i.e. direct observation, and others.¹⁰ The jurists have established the provisions of *ijārah 'ala al-'amāl* in muamalah fiqh. *Ijārah 'ala al-'amāl* is a specific, intentional, and valid type of contract or transaction, in accordance with the Shafi'iyah school of thought. It can be utilized by providing certain incentives.¹¹ Descriptive analysis is a method of problem solving and analysis designed to create a structured description by utilizing precise facts regarding the characteristics, traits, and relationships of certain phenomena. Informants from the Aceh Civil Service Agency are the main data sources in this research: Head of the Personnel Division in the Performance and Welfare Division, Head of the Personnel Sub Division in the Employee Performance Planning and Evaluation Division, and Personnel Staff in the Discipline

⁶ www.atjehwatch.com, Dozens of Aceh ASNs Fired Until 2021. Accessed via website: <https://atjehwatch.com/2021/09/17/nyan-puluhan-asn-aceh-dipecat-hingga-2021/> on May 20, 2024.

⁷ Muhammad Siddiq-Armia, *Penentuan Metode Dan Pendekatan Penelitian Hukum*, ed. Chairul Fahmi (Indonesia: Lembaga Kajian Konstitusi Indonesia (LKKI), 2022).

⁸ Bambang Sunggono, *Legal Research Methods* (Jakarta: Rajawali Pers, 2006).

⁹ Abdul Kadir Muhammad, *Law and Legal Research* (Bandung: Citra Aditya, 2004).

¹⁰ Fenti Hikmawati, *Research Methodology* (Depok: Rajawali Pers, 2020).

¹¹ Djamaan Satori and Aan Komariah, *Qualitative Research Methodology* (Bandung: Alfabet, 2017).

Development Division. The object of this research is aimed specifically at civil servants within the Aceh Government Work Unit (SKPA).

RESULTS AND DISCUSSION

A. Definition and Legal Basis of *Ijārah 'Ala Al-'Amāl*

Ijārah 'ala al-'amāl is a term in muamalah fiqh that refers to a type of lease contract or rental agreement that involves services or work, not just goods or assets. In general, *ijarah* means rent or use. *Al-Ijarah*, quoted from the Arabic *al-ajru*, which means compensation, is interpreted to be a form of agreement to obtain benefits in exchange for a certain amount of money.¹² While *'amāl* means work or service. So, *ijārah 'ala al-'amāl* refers to a contract where one person pays to receive services or work from another party, not just to use goods or assets.¹³

The jurists have established the provisions of *ijārah 'ala al-'amāl* in the fiqh of muamalah. *Ijārah 'ala al-'amāl* is a specific, intentional, and valid type of contract or transaction, in accordance with the Shafi'iyah school of thought. It can be utilized by providing certain incentives.¹⁴ On the other hand, the Hanafi school defines *ijārah 'ala al-'amāl* as a contract to give ownership of the function of a leased item in exchange for a wage or salary.¹⁵ According to the Maliki school, *ijārah 'ala al-'amāl* can utilize humans for contracts or agreements.¹⁶ The Hanbali school, meanwhile, holds that *ijārah 'ala al-'amāl* is a function of human beings that is permissible under certain conditions, provided that it is replaced by buying and selling.¹⁷

The term "*ijarah*" is defined by KHES as a term for renting a product for a certain period of time in exchange for payment. *Ijarah* can also be interpreted as a lease agreement. *Ijarah* is a contract to transfer the right to use goods and services through the payment of rental fees or service fees within a certain time, as stated in the National Sharia Council Fatwa

¹² Rosita Tehuayo, "Leasing (*Ijarah*) in the Islamic Banking System," *Tahkim* Vol. XIV, 2018.

¹³ Chairul Fahmi and Muhammad Siddiq Armia, 'Protecting Indigenous Collective Land Property in Indonesia under International Human Rights Norms', *Journal of Southeast Asian Human Rights* 6, no. 1 (30 June 2022): 1–25, <https://doi.org/10.19184/jseahr.v6i1.30242>.

¹⁴ Ash-Sarbaini al-Khatib, *Mughni Al-Mukhtaz*, Volume II (Beirut: Dar al-Fikr, 1978).

¹⁵ Hendi Suhendi, *Fiqh Muamalah* (Jakarta: Raja Grafindo Persada, 2010).

¹⁶ Ibn Majah, *Sunan Ibn Majah* (Cairo: Darul Fikri, 1978).

¹⁷ Wahbah al-Zuhaili, *Al-Fiqh Al-Islami Wa Adilatuhu*, Volume V (Damascus: Dar al-fikr al-Mua'sshim, 2005).

No.09/DSN/MUI/IV/2000 and No. 112/DSN-MUI/IX/2017. However, the ijarah contract only transfers the right of use, not the right of ownership.¹⁸

The idea that someone works or provides a service that is the purpose of the contract is called *ijārah 'ala al-'amāl* in Firman Setiawan. similar to paying someone to sew clothes.¹⁹ Thus, *ijārah 'ala al-'amāl* is a contract that involves a rent or wage for the function of a person's work or service, with a fee or payment given in exchange for the service or work performed.

The party renting in an ijarah contract is known as *Musta'jir*, while the owner who rents the benefit is known as *Mu'ajjir*. "*Ma'jur*" means the product or service being leased. *Ajran*, also known as *Ujrah*, is the wage or incentive received in exchange for the use of the benefit. The lessee can use the product or service and is obligated to pay the fee once the ijarah contract is fulfilled. This contract is also known as *Mu'addhah*, which means replacement.²⁰

The legal basis of ijarah is the Qur'an, Al-Hadith. The permissibility of ijarah transactions can be found in the Qur'an Surah Ath-Thalaq: 6

"أَسْكِنُوهُنَّ مِنْ حَيْثُ سَكَنْتُمْ مِنْ وُجْدِكُمْ وَلَا تُضَارُوهُنَّ لِتُضَيِّقُوا عَلَيْهِنَّ وَإِنْ كُنَّ أُولَىٰ حَمَلٍ فَأَنْفِقُوا عَلَيْهِنَّ حَتَّىٰ يَضَعْنَ حَمْلَهُنَّ فَإِنْ أَرْضَعْنَ لَكُمْ فَآتُوهُنَّ أُجُورَهُنَّ وَأَمْرُهُمْ بَيْنَكُمْ بِمَعْرُوفٍ وَإِنْ تَعَاَسَرْتُمْ فَسَرِّضْ لَهُ أُخْرَىٰ"

Meaning: "Let them stay where you live 'during their iddah', as you are able. And do not trouble them to constrict them. And if they (the divorced wives) are pregnant, then give them their maintenance until they give birth. And if they nurse your children for you, then give them their wages and bargain among yourselves well. But if you cannot agree, then another woman may nurse the child for her."

The permissibility of ijarah transactions refers to the hadith narrated by Ibn Majah:

¹⁸ Andi Soemitra, *Shari'ah Economic Law and Fiqh Muamalah in Financial Institutions and Contemporary Business*, 1st Edition (East Jakarta: Prenadamedia Group, 2019).

¹⁹ Firman Setiawan, "Al-Ijarah Al-a'mal Al-Mustarakah in the Perspective of Islamic Law," *DINAR Journal* 1, NO. 2, 2015.

²⁰ Syamsuddin Abu Abdillah, *Translation of Fhathul Qarib* (Surabaya: CM Grafika, 2010).

أَعْطُوا الْأَجِيرَ أَجْرَهُ قَبْلَ أَنْ يَجْفَ عَرَقُهُ.

Meaning: "Give the laborer his wages before his sweat dries."

The phrases "give them their reward" and "pay the laborers their wages" imply that there is a service rendered which makes it imperative to pay appropriate wages.

Terms and Conditions of the *Ijārah 'Ala Al-'Amāl* Agreement

According to the Hanafiah scholars, the pillars of *ijarah* consist of only one, namely the agreement between the parties involved (*ijab* and *qabul*). Meanwhile, according to a number of scholars, there are four basic principles of *ijarah*, including:²¹

1. The parties involved in the contract are the renter and the hirer.
2. The *Shigat Akad*, also known as *ijab* and *qabul*, is what is meant.
3. *Ujrah* refers to a salary or payment for services rendered.
4. The purpose of the leased service or commodity.

Terms of the *Ijārah 'Ala Al-'Amāl* Agreement²²

The provisions of the *ijarah* contract are related to several other contracts, including the following:

1. Terms related to the parties involved in the contract (*Mu'jir* and *Musta'jir*):
 - a. According to the Shafi'i and Hanbali schools, both parties involved in the contract must have reached the age of puberty. According to the Hanafi and Maliki schools, individuals involved in contracts are considered valid as long as they fulfill specific requirements and obtain the consent of their guardians. In addition, the Shafi'i school stipulates that the prerequisites for entering into an agreement include *rusyd*, which refers to the capacity to make decisions based on logical reasoning and trustworthiness. According to Imam Shafi'i and Hanbali, a child who has not reached the age of *rusyd*, or is not yet *mumayyiz*, cannot enter into an *ijarah* contract. Imam

²¹ Umi Hani, *Fiqh Muamalah* (Banjarmasin: UI Kalimantan Muhammad Arsyad Al-Banjary, 2021).

²² M. Yazid Afandi, *Fiqh Muamalah and its Implementation in Shari'ah Financial Institutions* (Yogyakarta: Logung Pustaka, 2009).

Abu Hanifah allows the execution of *ijarah* contracts by minors who have reached the age of *mumayyiz*, provided that they have obtained permission from their parents.

- b. The contracting parties carry out the *ijarah* contract willingly, without any coercion. Everyone involved in the contract must be free to make decisions, without pressure or coercion from any party.
2. Terms related to *ma'qud alaih* (the object of the lease):
 - a. The object of the lease can be given, which means that the leased item is the legal property of the Mu'jir (the lessor). The Mu'jir can deliver the item if the Musta'jir (tenant) requests it at the desired time.
 - b. Having benefits that are in accordance with Shariah principles; this means that the benefits derived from the object of the lease must be comprehensive and clear. This can be achieved by explaining the nature and duration of the tenant's benefit.
 - c. The mu'jir and musta'jir must reach an agreement on the wage.
 - d. The leased item must be deliverable and free from defects. The lessee has the right to continue or terminate the lease in the event of a defect, as agreed upon by the fuqaha'.
 - e. Islam views the object of the lease as permissible.
 - f. For the tenant, the object is not obligatory.

3. Requirements related to the contract / *hijab qabul* (*shighat*)

The *ijab* and *qabul* requirements in *ijarah* contracts are in principle the same as those in sale and purchase contracts, with the exception of the time component. There is a specific time period for *ijarah* contracts. Therefore, a lease agreement (*ijarah*) that has no time limit and is valid forever is not allowed.

B. Concept of Default Proof System and Sanction Determination

A system is a collection of interrelated procedures, working together to carry out an activity or achieve a specific goal, with the main focus on procedures.²³ A system can be defined as a set of elements or variables that are structured, interact with each other, and depend on each other. The

²³ Indyah Hartami Santi, *System Design Analysis* (Central Java: Nasya Expanding Management, 2020).

system is designed to improve and enhance information processing, resulting in higher efficiency and effectiveness in data management.²⁴ So, a system is a systematic collection of elements or procedures that are interconnected to achieve goals and improve the efficiency and effectiveness of information processing. Form

The term *proof* comes from two words, namely *proof* and *evidence*.²⁵ In a trial, the parties submit legal evidence to the judge to strengthen the truth of the existing legal facts. Through this process, the judge gains certainty to render a verdict, which is based on legally proven facts. The importance of evidence lies not only in providing a strong basis for judges' decision-making, but also in ensuring justice in the justice system. Proof is the ability of both plaintiffs and defendants to carefully utilize the principles of evidentiary law to strengthen their arguments. As such, it is an important cornerstone in determining the outcome of the legal dispute under consideration.²⁶

According to Sudikno Mertokusumo, logical proof means absolute certainty that applies and does not allow appeal evidence. Conversely, conventional proof means providing certainty based on feelings, rational considerations, proof in the juridical sense, namely providing a sufficient basis for the judge to ascertain the truth of the events submitted in the case.²⁷ So it can be concluded that proof is the process of presenting valid evidence to corroborate the truth of legal facts.

The term "default" comes from the Dutch "wanprestatie", which means failure to perform in accordance with a legal agreement.²⁸ According to KBBI, default occurs when one of the parties does not perform the performance as it should due to negligence. In addition, default can be found in Civil Code Article 1243, factoring damages due to non-performance of one of the agreed agreements, or non-performance of the agreement within the time agreed by both parties.²⁹

²⁴ Hamdi Agustin, "Management Information Systems from an Islamic Perspective," *Tabarru' Journal: Islamic Banking and Finance* vol 1, No. 1, 2018.

²⁵ Achmad Ali and Wiwie Heryani, *Principles of Civil Evidence Law* (Jakarta: Prenada Media Group, 2012).

²⁶ Effendie, Tasmin, and Chodari, *Surat Gugat and the Law of Evidence in Civil Cases* (Bandung: Citra Aditya Bakti, 2009).

²⁷ Sudikno Mertokusumo, *Indonesian Civil Procedure Law*, 6th Edition (Yogyakarta: Liberty, 2012).

²⁸ Wawan Muhwan and Hariri, *Law of Engagement* (Bandung: Pustaka Setia, 2011).

²⁹ Online Legal Team, "Definition of Default, Effects, and Settlement," Accessed through the site: <https://www.hukumonline.com/berita/a/unsur-dan-cara-menyelesaikan-wanprestasi-lt62174878376c7/> on June 03, 2024.

Default, also known as breach of contract means the inability of certain parties to perform the agreed performance or obligations in accordance with the contract against those who execute the contract. It refers to the act of a person not fulfilling or not fulfilling the responsibilities stipulated by the debtor and creditor in the agreement.³⁰ Therefore, a default is an obligation that is not fulfilled as a result of negligence or the performance of acts that are not in accordance with the agreement.³¹

Stipulation is a process or action to determine something officially or formally. The term can be used in various contexts, such as law, administration, and others. Stipulation is a process or action to determine something officially or formally. The term can be used in various contexts, such as law, administration, and others.³²

Sanctions are taken from the Dutch "Sanctie" which means the threat of punishment. Sanctions are punishments or instruments of coercion that are useful for complying with the norms in the law.³³

Sanctions are indicators that help improve the educational process in a person's actions so that they can improve their behavior in the future. Sanctions, according to KBBI, are punitive measures to force someone to follow rules or obey the law. Sanctions can be given when someone commits an offense, crime, or mistake as a form of disciplinary effort.³⁴

Proof of default within the scope of *ijārah 'ala al-'amāl* is used to show that the work or service hired has been performed in accordance with the terms of the contract. *Ijārah 'ala al-'amāl* is a form of contract where payment is made based on the work completed. Therefore, it is important to have effective proof of default so as to ensure both the hirer and the service provider can verify the hired services have been fulfilled. With comprehensive proof of default, both hirers and service providers can have legal certainty and protection of rights. The hirer is assured that the services paid for have been provided in accordance with the agreement, while the

³⁰ Arman Suadi, *Settlement of Sharia Economic Disputes* (Jakarta: Prenadamedia Group, 2018).

³¹ Yahman, *Characteristics of Default and the Crime of Fraud* (Jakarta: Prenada Media Group, 2016).

³² Chairul Fahmi, 'THE EU AND PEACE BUILDING IN ACEH-INDONESIA: A Lesson-L Earned for Strengthening Security Policy in Civilian Mission Approach', *Jurnal Penelitian Politik*, no. Vol 9, No 2 (2012): Politik Aceh dalam Ujian? (2012): 11, <http://ejournal.politik.lipi.go.id/index.php/jpp/article/view/231/105>.

³³ Ahmad Mathar, "Sanctions in Legislation," *Aainul Haq: Journal of Islamic Family Law* Volume 3, Issue II, 2023.

³⁴ Ahmad Ali Budaiwi, *Rewards and Punishments for Children's Education* (Jakarta: Gema Insani, 2002).

service provider can demonstrate that it has fulfilled its obligations and is entitled to the agreed payment. With clear and accurate evidence, each party can protect their rights and avoid potential disputes that may arise in the future.

C. Internal Audit Evidence and Sanction Effectiveness on Defaults at the Aceh Civil Service Agency

The main indicators in the assessment of proof of work default include compliance with obligations and prohibitions for civil servants, attendance, adherence to working hours, and quality of performance. In monitoring civil servants who are in default, the BKA, through the function of fostering discipline and measuring civil servant performance, is asked to be proactive. This means that BKA does not only wait for reports or information from other parties to conduct monitoring, but plays an active role in monitoring and evaluating to identify defaults. The coaching steps that need to be taken include socialization, technical guidance, and supervision carried out in stages. This is substantially supported by the default proof system. This system involves an evidentiary process, in which the parties involved must present valid evidence in accordance with legal provisions to support their claims related to work defaults, in order to ensure that decisions are made based on legally proven facts, so that justice can be realized in the enforcement of discipline and evaluation of civil servant performance.³⁵

The standard operating procedures for summoning, examining and imposing disciplinary sanctions carried out by BKA refer to Government Regulation No. 94 of 2021 concerning Civil Servant Discipline including:³⁶

1. Calling

Every civil servant who is suspected of committing an indisciplinary act, the authorized official can give a warning in the form of a first summons for questioning. If the civil servant does not fulfill the summons, a second summons will be made. If the employee is still reluctant to fulfill the summons, then sanctions can be imposed based on existing evidence and information, without conducting further examinations, and all disciplinary violations are considered recognized and can affect the determination of the type of sanction.

³⁵ "Interview with T. Iskandar Syafei, Sub Coordinator for Discipline Development at the Banda Aceh City BKA Office, on August 7, 2024."

³⁶ Government Regulation Number 94 of 2021 concerning Civil Servant Discipline, Articles 26-37.



2. Inspection

Examinations are conducted to collect facts and evidence related to alleged disciplinary actions. The examination is carried out by a designated official to determine whether there is a disciplinary violation that must be followed up. If preliminary evidence is found, a follow-up examination is conducted to collect evidence and listen to testimony from various parties.

3. Disciplinary Sanctions

After the examination is completed, if found guilty, civil servants are subject to disciplinary sanctions in accordance with the severity of the offense. Based on Government Regulation No. 94 of 2021 concerning Civil Servant Discipline, civil servants are told what they should do and what they should not do. Violating the rules on what should or should not be done can be considered a form of default or default. The procedure for determining sanctions for disciplinary actions must go through an objective examination process, this is in line with the principle of presumption of innocence, which states that civil servants who are suspected of violating cannot be considered guilty without going through a fair examination process. Thus ensuring that the decision to determine sanctions is based on relevant evidence and objective considerations.³⁷

The level and type of sanctions for default are listed in Government Regulation Number 94 of 2021 concerning Civil Servant Discipline. Meanwhile, employees who commit default will be faced with a series of disciplinary enforcement procedures. The first step is to be given a warning in the form of a summons to be questioned regarding the absence. If the employee does not fulfill the summons, a follow-up summons will be made. If the employee is still reluctant to fulfill the summons, disciplinary action will be taken. The first disciplinary action imposed is usually a light level sanction. This serves as a warning and encouragement to comply with attendance and work discipline rules. However, if the employee still repeats the offense or commits another offense, a medium level sanction or even a more severe sanction will be imposed. These include sanctions such as, deduction of TTP (Work Achievement Allowance), demotion, delayed

³⁷ Interview with T. Iskandar Syafei...

salary increase, or even dismissal, depending on the policy and the level of offense committed.³⁸

Table 1
Recapitulation of Dismissal Due to Discipline in 2020-2023

No.	Year	Types of Default	Witness Type	Total
1	2020	Corruption Crime	Dishonorable discharge (PTDH)	5
			General Crimes	PTDH
		Indiscipline (absent from work)	Degradation to a lower rank for a period of one year	1
			Temporary dismissal (PS)	2
			Dismissal without honor at own request	2
		Marriage without permission from superiors	Exemption from office	1
			For a period of three years, the position will be downgraded to a lower level.	6
		For a period of one year, the rank will be demoted to a lower position.	2	
2	2021	Indiscipline (not coming to work and not obeying working hours)	Dismissal with honor not at own request (PDHTAPS)	5
			Demotion to a lower rank for 3 years	1
			Exemption from office	1
		Corruption Crime	PTDH	6
			PS	4
		General Crimes	PTDH	2
			PS	2
			For a period of three years, the position will be downgraded to a lower level.	2
		Narcotics Crime	PTDH	2
		Crime of Fraud	PTDH	1
			PS	1
		Jarimah Ikhtilath	Exemption from office	2
		Marriage without permission of first wife	For a period of three years, the position will be downgraded to a lower level.	1

³⁸ "The results of the interview with Yenni Syafrida..."

3	2022	Indiscipline (not coming to work and not obeying working hours)	PDHTAPS	7
			Exemption from office	2
			For a period of one year, the rank will be demoted to a lower position.	1
		Crime of Fraud	PTDH	1
		Specialized Crimes	PTDH	1
		Narcotics Crime	PTDH	1
		Corruption Crime	PTDH	1
			PS	1
		General Crimes	For a period of one year, the rank will be demoted to a lower position.	1
Becoming a village head	PS	3		
Become a village secretary	Dismissal from office	1		
4	2023	Indiscipline (not coming to work and not obeying working hours)	PDHTAPS	6
			Demotion to a lower level for 12 months	4
		Corruption Crime	PTDH	4
			PS	5
		General Crimes	Honorable dismissal	1
Become a member of a structural institution	PS	2		

Source: Aceh Civil Service Agency, 2024

Table 1 indicates that in 2020 there were 22 employees who committed disciplinary actions, 30 employees in 2021, 20 employees in 2022, and 22 employees in 2023. There was a significant increase in the number of those who committed disciplinary actions, there are several aspects that can affect things like this, among others, due to the low level of disciplinary awareness in civil servants, weak supervision of direct superiors, less socialized regulations, and lack of coaching or socialization of employee discipline. It can be observed that the application of sanctions against civil servants varies and reflects the response to various violations. The data shows that despite the various sanctions applied, cases of default such as corruption and disciplinary offenses continue to increase followed by other violations that have not decreased. This indicates that the effectiveness of sanctions has not been optimal in preventing similar

violations. If sanctions do not result in a significant reduction in default rates, an evaluation of the effectiveness of the sanctions applied is necessary.

Several corrective measures need to be considered to increase the effectiveness of sanctions in reducing the level of default, namely increasing regular supervision and coaching, optimizing the inspection process and imposing sanctions, evaluation, increasing socialization and knowledge of civil servants, and developing a reporting system.

CONCLUSION

Ijārah 'ala al-'amāl is a form of agreement in muamalah fiqh that involves the rental of services or work, not just goods or assets. Views of several schools of thought The term "ijārah 'ala al-'amāl" refers to a lease agreement that entails the provision of a service or work for a fee. It is established by jurists and is based on the Qur'an and Hadith. *Ijārah 'ala al-'amāl* consists of four pillars: the contracting parties, the shigat of the contract (ijab and qabul), the ujah (fee), and the benefit. The contracting parties must meet the age, willingness, and eligibility requirements set forth in the agreement. Meanwhile, the object of the lease must have benefits. When a civil servant defaults, meaning that he does not fulfill his obligations in accordance with the agreed contract, this is a violation of the principles of the pillars and conditions of the *ijārah 'ala al-'amāl* contract. *Ijārah 'ala al-'amāl* referred to in the article refers to a service or service rental system, with the use of civil servant labor services in the Aceh Government Work Unit supervised by the Aceh Civil Service Agency.

The process of proving default must be carried out in a legal and objective manner, with the presentation of relevant evidence. Default refers to the failure to fulfill obligations according to the agreement, which may result in legal sanctions. The evidentiary process plays a role in proving claims for default in breach of the *ijārah 'ala al-'amāl* contract. Sanctions are defined as legal actions against violations to discipline and prevent future violations.

The effectiveness of sanctions against default handled by BKA is still not effective. This is supported by the number of employees who commit disciplinary actions varying every year, with an increase in cases in certain years. Demotion and dishonorable dismissal are sanctions that are often applied. Despite the sanctions applied, cases of default such as corruption

and indiscipline continue to increase, indicating that the effectiveness of sanctions is not yet optimal, indicating the need for evaluation and increased supervision and guidance of civil servants to improve compliance and discipline.

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