



Comparative Study of Alfamart Employee Salary Deductions Due to Goods Difference Notes (NSB) (Analysis of MUI Fatwa No. 112/DSN-MUI/X/2017 and Law No. 13 Year 2003)

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Received

: Januari 2024

Accepted: April 2024

Published: Juni 2024

Abstract: *There is a difference of opinion between the MUI Fatwa and the Labor Law regarding the permissibility of deducting employee salaries as a result of Nota Selisih barang (NSB). Because of this difference, an in-depth study or research is needed on the practice of deducting employee salaries, which in this case is focused on one of the largest retail companies in Indonesia, namely Alfamart as one of the subsidiaries of the company managed by PT Sumber Alfaria Tbk. This research aims to find out the practice of deducting employee salaries, and the similarities and differences of opinion between them. The type of research that the author uses is normative-empirical legal research with a qualitative approach. From the research conducted by the author, the perspective of the MUI Fatwa says that workers are not obliged to bear the risk of losses arising from their actions, because this violates the elements of mukhalafat Syuruth and violates the valid conditions in the contract. So in the author's opinion, the opinion of Fatwa MUI's Fatwa opinion is more relevant in relation to the case. Meanwhile, according to the Labor Law, sanctions may be imposed in the form of fines or deductions from wages and the employment contract between Alfamart and the employee is in accordance with the Labor Law.*

Keywords: *Salary Deduction; Alfamart; Fatwa MUI; Employment Laws*

Abstrak: Terdapat perbedaan pendapat antara Fatwa MUI dan Undang-Undang Ketenagakerjaan mengenai kebolehan pemotongan gaji karyawan akibat adanya Nota Selisih Barang (NSB). Karena adanya perbedaan tersebut, maka diperlukan suatu kajian atau penelitian yang mendalam mengenai praktik pemotongan gaji karyawan yang dalam hal ini difokuskan pada salah satu perusahaan ritel terbesar di Indonesia yaitu Alfamart sebagai salah satu anak perusahaan yang dikelola oleh PT Sumber Alfaria Tbk. Penelitian ini bertujuan untuk mengetahui praktik pemotongan gaji karyawan, serta persamaan dan perbedaan pendapat di antara keduanya. Jenis penelitian yang penulis gunakan adalah penelitian hukum normatif-empiris dengan pendekatan kualitatif. Dari penelitian yang dilakukan oleh penulis, perspektif Fatwa MUI mengatakan bahwa pekerja tidak wajib menanggung resiko kerugian yang timbul akibat perbuatannya, karena hal tersebut melanggar unsur mukhalafat Syuruth dan melanggar syarat sah dalam akad. Sehingga menurut hemat penulis, pendapat Fatwa MUI lebih relevan terkait kasus tersebut. Sedangkan menurut UU Ketenagakerjaan, sanksi yang dapat diberikan berupa denda atau pemotongan upah dan kontrak kerja antara Alfamart dengan karyawan tersebut sudah sesuai dengan UU Ketenagakerjaan.

Kata kunci: Pemotongan Gaji; Alfamart; Fatwa MUI; Undang-Undang Ketenagakerjaan

■ Introduction

Every individual in society has interrelated rights and obligations. In Islam, this relationship of rights and obligations is regulated in the law of muamalah. One common form of muamalah is *ijarah* (leasing).¹ Along with the times, human needs are increasingly complex, including in the economic field. The emergence of various types of businesses, such as modern retail, further enriches the dynamics of the relationship between employers and workers. One example is the retail company Alfamart, which applies a work contract system to all its employees.

In practice, Alfamart implements a policy of cutting employee salaries as a consequence of the difference in goods (NSB) after stock taking. Where the impact of salary cuts causes limitations and difficulties in meeting personal and family living needs to trigger stress.² This policy raises questions about its validity, especially when viewed from the perspective of labor law and Islamic law. This is as the definition of a contract or agreement is a legal event carried out by two or more people where both make written statements that have been agreed upon and must be obeyed by both parties, as stipulated in the Civil Code in article 1338 paragraph (1) which stipulates that “*all agreements made legally shall be valid as laws for those who make*

them”³ Meanwhile, when viewed from Article 1320 of the Civil Code (KUHP), that “*The conditions for the validity of an agreement include the agreement of both parties. However, if these conditions are not met, one or the parties make an agreement under pressure or coercion, then the agreement can be canceled*”.⁴

In accordance with previous relevant studies by Anggi Ramidah Situmorang and Ahmad Zuhri (2024), one of the interesting things about the Alfamart retail industry for the author to examine more deeply is related to one of the systems implemented by Alfamart companies that does not benefit employees, namely the deduction of employee salaries as a substitute for the company's deficit due to minus goods after the monthly Stock Opname (SO). This minus item deduction is called NBH (Nota Barang Hilang) or now known as NSB (Nota Selisih Barang). Nota Selisih Barang (NSB) is the burden of the difference in goods in the store that accumulates after the Stock Opname (SO), which is the determination of the difference between the physical stock of goods and the stock of goods in the computer. If there is a difference in mines, this difference will eventually become an NSB expense after the Goods Difference Tolerance Limit (BTSB) given by the company to the store. The NSB burden given to employees every month is adjusted to the position of each employee. Simply put, the work system at Alfamart if there is a lost item or the like, the one who replaces it is the employee, whether the

¹ Ahmad Azhar Basyir, *Asas-Asas Hukum Muamalah, Hukum Perdata Islam* (Yogyakarta: UII Press, 2000).

² Putri Diana Sampe dan Johnson Dongoran, ‘Dampak Pemotongan Gaji Pada Perusahaan Dan Pada Karyawan Selama Masa Pandemi Covid 19’, *Jurnal Penelitian Dan Pengembangan Sains Dan Humaniora*, 5.3 (2021), 377–81 <<https://doi.org/https://doi.org/10.23887/jp.psh.v5i3.38584>>.

³ Ahmadi Miru, *Hukum Kontrak Dan Perancangan Kontrak* (Jakarta: Rajawali Pers, 2013).

⁴ dan R. Tjitrosudibio R. Subekti, *Kitab Undang-Undang Hukum Perdata* (Jakarta: Pradnya Paramita, 2009).

saleswoman, cashier, warehouse boy to the head of the store (all burdened). Whereas the cause of lost or damaged goods or others, is not always due to the actions of store employees, it could be due to natural factors such as goods stolen or damaged not due to employee negligence, it could also be due to the negligence of external teams such as drivers, goods checking team, goods delivery team, or audit team errors. They are all also related to the goods. However, it is the store employees who have to compensate the company for the loss.⁵

The government has regulated everything related to employment in Law Number 13 of 2003 concerning Manpower. The existence of the Manpower Law is so that all workers or laborers get their rights and get fair treatment. At present, all companies apply the employment contract system to all their employees. Article 95 paragraph 1 of Law Number 13 of 2003 concerning Manpower states “*Violations committed by workers/laborers due to their intentions or negligence may be subject to fines*”⁶. Employees who violate the provisions in the employment agreement or company regulations due to their intentions or negligence may be subject to fines if this is expressly regulated.

The types of violations that can be subject to fines, the amount of fines, and the use of fine money are regulated in the employment agreement or company regulations.

The next relevant study by Luthfatul Arifiyah (2019), which found the results of a study on the practice of deducting employee wages as compensation for lost goods notes at Alfamart in terms of Islamic law, the practice is not valid, because it is not in accordance with the theory of *ijārah*, violating the conditions for the validity of the work contract, namely the willingness of both parties (the employee and the company). This is because, as a special worker, he is not responsible for (replacing) the goods handed over to him in the work that is charged to him. This is because his authority (responsibility) is not *amanāh* (*yād amanāh*).⁷

The next relevant study by Refandri (2022) there are several requirements that must be met when someone is hired, for example in Alfamart retail, workers are not responsible (replacing) for goods handed over to them in the work assigned to them.⁸ It has been explained in the Fatwa of the National Sharia Council of the

⁵ Anggi Ramidah Situmorang dan Ahmad Zuhri, ‘Pemotongan Gaji Karyawan Sebagai Ganti Rugi Barang Hilang Perspektif Wahbah Az-Zuhayli (Study Kasus Alfamart Batang Beruh Kabupaten Dairi)’, (*Jihhp*) *Jurnal Ilmu Hukum, Humaniora Dan Politik*, 4.4 (2024), 681–89 <<https://doi.org/https://doi.org/10.38035/jihhp.v4i4>>.

⁶ Presiden Republik Indonesia, *Undang-Undang Republik Indonesia Nomor 13 Tahun 2003 Tentang Ketenagakerjaan* (Jakarta: kemnaker.go.id, 2003) <https://jdih.kemnaker.go.id/asset/data_puu/peraturan_file_13.pdf>.

⁷ Luthfatul Arifiyah, ‘Luthfatul Arifiyah’ (Universitas Islam Negeri Walisongo Semarang, 2019) <[https://eprints.walisongo.ac.id/id/eprint/10256/1/full skripsi.pdf](https://eprints.walisongo.ac.id/id/eprint/10256/1/full_skripsi.pdf)>.

⁸ Refandri, ‘Pandangan Hukum Islam Tentang Pemotongan Gaji Karyawan Alfamart Akibat Hilangnya Barang Perusahaan (Studi Kasus Pada Alfamart Km. 16 Depan Kampus Universitas Jambi)’ (UIN Sulthan Thaha Saifuddin Jambi, 2022) <[https://repository.uinjambi.ac.id/id/eprint/1054/1/SKRIPSI_REFANDRI - Muhadi Siregar.pdf](https://repository.uinjambi.ac.id/id/eprint/1054/1/SKRIPSI_REFANDRI_-_Muhadi_Siregar.pdf)>.

Indonesian Ulema Council No.112/DSN-MUI/ X/2017 concerning *Ijarah* Agreements, in the seventh point, number 5, “Ajir is not obliged to bear the risk of losses arising from his actions, except for *Al-ta'addi* (doing something that should not/ should not be done), *Al-taqshir* (not doing something that should be done), or *Mukhalafat al-syuruh* (violating provisions that are not contrary to sharia which are then agreed upon by the contracting parties)”. This is because his power (responsibility) is a power that is trustworthy (trust).⁹ Therefore, the worker should not be required to replace goods that are damaged because of the work he does, either by replacing the goods or deducting the *ujrah*. If it is agreed in the contract that the worker is liable (*ad-dhaman*) in the event of damage to the goods because of the work he has done, the *Maalikis*, as explained in Hashiyah al-Dusuqi, are of the view that the condition is void and the *Ijarah* contract is invalid.¹⁰

In accordance with the explanation above, referring to several previous studies, it can be seen that there is a difference of opinion between the DSN MUI Fatwa Decision and the Labor Law regarding the permissibility of cutting

the salary of alfamart employees as a result of the Nota Selisih barang (NSB). Because of this difference, an in-depth study or research is needed on the practice of deducting employee salaries, which in this case is focused on one of the largest retail companies in Indonesia, namely Alfamart. Thus the author is interested in conducting a research and further study related to Comparative Study of Alfamart Employee Salary Deductions Due to Goods Difference Notes (NSB) (Analysis of MUI Fatwa No. 112/DSN-MUI/ X/2017 and Law No. 13 Year 2003).

The following focus issues can then be determined according to the objectives of this study:

- 1) How is the practice of cutting the salary of Allfamart employees due to the Goods Difference Note (NSB) that occurs at Allfamart Jalan Sudirman, Binjai City?
- 2) How are the similarities and differences in the deduction of Allfamart employees' salaries due to the Goods Difference Note (NSB) from the perspective of Fatwa DSN MUI and Labor Law No. 13 of 2003?

The type of research that the author uses is normative-empirical legal research with a qualitative approach.¹¹ The nature of the research that the author uses is comparative in nature which aims to compare the two opinions between the Fatwa DSN MUI and the Labor Law regarding the issues discussed to then find similarities and differences as well

⁹ Muhammad Ikhsan and Azwar Iskandar, ‘Abu Ishaq Al-Syathibi and His Perspective on Maslahat’, *AT-TURAS: Jurnal Studi Keislaman*, 8.1 (2021), 60–73 <<https://doi.org/10.33650/at-turas.v8i1.1997>>.

¹⁰ Andri Soemitra, *Hukum Ekonomi Syariah Dan Fiqh Muamalah Di Lembaga Keuangan Dan Bisnis Kontemporer*, Pertama (Jakarta: Prenadamedia Group, 2019) <<https://books.google.co.id/books?id=N7-NDwAAQBAJ&lpg=PP1&hl=id&pg=PR10#v=onepage&q&f=false>>.

¹¹ Jaih Mubarok, *Jaih Mubarok, Dkk, 2018, Fikih Mu' Amalah: Akad Ijarah Dan Ju' Alah*, Bandung: Simbiosis Rekatama Media. (Bandung: Simbiosis Rekatama Media, 2018).

as which opinion is more relevant to the two legal regulations being compared so as to find the final conclusion on the issue being studied.¹² This method allows in-depth analysis of the implementation of positive legal provisions (Labor Law) and DSN-MUI fatwas in practice, especially in cases of employment in Alfamart stores. Through literature studies from journals and books are secondary data and in-depth interviews with Alfamart employees are primary data, where the sources are selected by purposive sampling with a specific purpose in accordance with the research theme because the person is considered to have the information needed for research. Thus, this research is expected to contribute to the development of a more comprehensive understanding of legal protection for workers in the retail sector.

■ Discussion

1. Akad Ijarah

Al-ijarah comes from the word *Al-ajru* (wage). So that these two words mean a type of contract to take benefits, both in terms of renting human labor or services or renting an item in return, wages or certain compensation. Meanwhile, the contract is classified as an *Ijarah 'ala Al-a'mal* contract, which is *ijarah* whose contract object is in the form of services or work. This *ijarah* contract is closely related to the issue of wages. The requirements for wages or *ujrah*, namely

wages must be in the form of fixed assets that can be known, and wages must not be similar to the benefits of *ijarah*, such as wages for retail managers by occupying their retail.¹³

According to Islamic law, wages must be determined in a way that is fair and reasonable, without harming the interests of any party. This is because the wage is part of the object of the contract. Therefore, it is not valid to make an *ijarah* contract with an unclear wage, resulting in a defect in the transaction. What is meant by defects in the transaction are things that damage the transaction, because the voluntary element between the parties is not fulfilled.¹⁴ As for the agreement in making a contract, it should be through mutual agreement and mutually beneficial, not burdening one of the parties so that there is no defective contract due to force in carrying out the transaction, as for *muamalah* fiqh which explains the willingness of both parties in carrying out the contract, namely:

الأَصْلُ فِي الْعَقْدِ رِضَى الْمُتَعَاقِدِينَ وَ نَتِيجَتُهُ مَا
الْتَجَمَاهُ بِالْتَعَاقُدِ

“The basic principle of a transaction is that both parties to the contract are willing, and the result is that the contract is valid.”¹⁵

Willingness in transactions is a principle. Therefore, the transaction is only valid if it is based on the willingness of both parties. This means. A contract is not valid if one of the parties is forced or

¹² Muhammad Rijal Fadli, ‘Memahami Desain Metode Penelitian Kualitatif’, *Humanika. Kajian Ilmiah Mata Kuliah Umum*, 21.1 (2021), 33–54 <<https://doi.org/10.21831/hum.v21i1.38075>>

¹³ Jaih Mubarak, dkk, “*Fikih Mu’amalah : Akad Ijarah dan Ju’alah*”, (Bandung: Simbiosis Rekatama Media, 2017), h. 76-77.

¹⁴ Muhaimin, *Metode Penelitian Hukum* (Mataram: Mataram University Press, 2020).

¹⁵ Jaih Mubarak.

coerced or feels deceived. It can happen that at the time of the contract, the parties are already mutually willing, but then one of them feels deceived, meaning that his willingness is lost, so the contract can be invalidated.

الرِّضَى زَكْنٌ لِلْعَقْدِ وَ لَيْسَ سَبَبًا لِلْحَلِّ

“Willingness is a pillar of the contract and not the reason for its fulfillment”.

What this means is that the principle of mutual consent is something that must be present in the contract, but it is not the reason for making permissible a contract that is haraam in principle. For example, some sale contracts that are forbidden according to Shari'ah do not necessarily become lawful just because the seller and buyer are willing. This rule needs to be understood with a comprehensive and universal understanding, so as to avoid erroneous interpretations. The willingness of the buyer and seller to do something is not the main reason that the contract is permissible and lawful, although willingness is a pillar that must be fulfilled in it. Therefore, what needs to be considered in this case is the ruling on the origin of the contract; if the contract is a halal contract, then willingness is a pillar in it. However, if the contract is a haraam contract, then consent cannot change the haraam nature of the contract.

a. Fatwa DSN MUI No. 112/DSN-MUI/X/2017 Regarding Ijarah Agreement

With regard to the compensation delegated by Alfamart to employees, it has also been explained in the Fatwa of the National Sharia Council of the Indonesian Ulema Council No. 112/DSN-MUI/X/2017 concerning Akad *Ijarah*, in the seventh

point, number 5, “The Ajir is not obliged to do anything. 112/DSN-MUI/X/2017 concerning *Ijarah* Agreements, in the seventh point, number 5, “Ajir is not obliged to bear the risk of losses arising from his actions, except for *al-ta'addiy* (doing something that should not/should not be done), *al-taqshir* (not doing something that should be done), or *mukhalafat al-syuruth* (violating provisions that are not contrary to sharia which are then agreed upon by the parties to the contract) ”. In this fatwa, employees may not bear losses due to loss of company goods caused by accident or not because of their actions. But in practice, damage or loss of goods arising either intentionally or unintentionally, alfamart employees are obliged to bear losses by deducting salaries. Of course this is contrary to the DSN MUI Fatwa, because these actions are outside of the elements of *at-ta'addiy* and *at-taqshir* mentioned in the fatwa.

The discussion of *Ta'addiy* and *Taqshir* appears in the special provisions of this fatwa by adding the element of *Mukhalafat al-Syuruth*. In terminology, *ta'addiy* is doing something that should not be done. While *taqshir* is not doing something that should be done. As for *Mukhalafat al-syuruth* is violating the provisions (which are not contrary to sharia) agreed upon by the parties to the contract. These three terms are identical to the elements of default as contained in the Compilation of Sharia Economic Law (KHES), namely the mention of default is more interpreted as an act of breaking promises. Article 36 states that a party can be considered to have broken a promise, if due to the following faults: a. not doing what he

promised to do; b. doing what he promised but not as he promised; c. doing what he promised but late; or d. doing something that according to the agreement should not be done.

Then when viewed from the Ash-Shihah and *Mashlahab* rules between the two parties it is invalid, because there is one party who is harmed and not in accordance with the *ijarah* theory, namely violating the valid requirements of a work contract (Al-Shihah), namely the willingness of both parties. In fact, there is one party who feels aggrieved, namely the second party (worker) who strongly objects to the system of rules for the Goods Difference Note because the worker must be responsible for the difference/loss of goods, where the goods are not clear what the loss is due to and when making a work agreement prospective workers are not included when making a work agreement, the company only thinks of its own profit without thinking about the rights of workers that they violate. The Hanafiyyah, Malikiyyah, Shafi'iyah and Hanbali scholars are unanimous in their opinion that a special worker is not liable for the goods that are handed over to him in the work that he is charged with. This is because his authority (responsibility) is a trust (yad amanah). Similarly, according to the Malikiyyah scholars, since the special worker is a trust (*amanah*) and not an *ḍamanah* (guarantee and full responsibility for the entrustment), he should not be required to replace goods that are damaged by the work he does, either directly or by deducting his fee. If it is agreed in the contract that the special employee should be liable (*ḍamman*), then the

condition is void and the *ijarah* contract is invalid.¹⁶

b. Law Number 13 of 2003 concerning Manpower

There are several legal regulations that discuss wage deductions, which in this case are the Civil Code, Law Number 13 of 2003 concerning Manpower, Law Number 11 of 2020 concerning Job Creation, Government Regulation No. 78 of 2015 concerning Wages. In these laws and regulations, it has provided understanding and limits related to the wage deduction system that can be applied to employees as a result of errors or intentions. Based on Article 1 point (14) of Law Number 13 of 2003, a Work Agreement is an agreement between workers or laborers and employers or employers that contains the terms of employment, rights, and obligations of the parties. this work agreement can be made in oral or written form. When viewed from a normative point of view, agreements in written form guarantee more certainty of the rights and obligations of the parties between employees and employers, if there is a dispute, it will help in the evidentiary process.

In Article 59 paragraph (1) of Law No. 13 of 2003 concerning Manpower, a Fixed Time Work Agreement (PKWT) is an agreement based on a period of time also based on a certain job whose implementation is completed within a certain period of time based on the type of work. A Fixed-Term Employment Agreement (PKWT) is a work agreement between workers and Alfamart minimarket to establish a working relationship within

¹⁶ Jaih Mubarak.

a certain time or for a certain job. A Fixed-Term Employment Agreement (PKWT) is a work agreement between workers and Alfamart minimarkets to establish a working relationship within a certain time or a certain job, in this case called non-permanent employees, with a maximum requirement of 5 (five) years or the completion of a job as stated in Article 8 of Ministerial Regulation No. 35 of 2021 concerning Fixed-Term Employment Agreements. 35 of 2021 concerning Specific Time Work Agreements, Outsourcing, Working Time, and Rest Time, and Termination of Employment, made in writing 3 (three) copies for workers, employers and the Manpower Office, made in Indonesian, if there is a foreign language, Indonesian is still preferred, there is no probationary period.

2. Alfamart Employee Salary Deduction Practices Due to Goods Difference Notes

The practice of deducting employee salaries due to *Nota Selisih Barang* (NSB) at Alfamart Sudirman, Binjai City begins with a work agreement that has been agreed upon by both parties and signed by the second party and there is coercion of the second party because of their circumstances that require work. In the work agreement between the company and Alfamart employees explaining the payment of NSB compensation is regulated in article 6, namely “The second party is obliged to pay for losses arising from the error and/or negligence and/or inaccuracy of the second party in working either intentionally or unintentionally which results in the loss and/or damage to the

goods and/or assets of the first party either in part or in whole.”¹⁷ The work agreement is made unilaterally, namely made by the first party (company) only, in the written article in the event of lost or damaged goods, the worker is responsible for replacing it and automatically deducting salary in the event of a difference in goods after the Stock Opname (SO) is carried out every month then the calculation of the Goods Difference Note (NSB) is carried out according to each server and payment of the Goods Difference Note (NSB) is made in two ways, namely first, directly paid in full according to the amount of the NSB each month, second, deducted from the employee's salary at the end of the month according to the amount of the NSB that month.

The system for deducting the difference in goods itself is called *Nota Selisih Barang* (NSB). NSB is the burden of loss of goods in the store that accumulates after the Stock Opname (SO), which is the determination of the difference between the physical stock of goods and the stock of goods in the computer. If there is a difference, this difference will eventually become an NSB expense after the Goods Difference Tolerance Limit (BTSB) given by the company to the store, which is a minimum of Rp.500,000. The NSB burden given to employees is adjusted to the position held by the employee and is charged every month. Both parties to the contract express their willingness to do the *ijarah* contract. If one of them is forced to do the contract, then the contract is not valid. In reality, the employee is forced to sign a work

¹⁷ Perjanjian Kerja Waktu Tertentu Alfamart Tahun 2021

contract imposed by the company, where in the work agreement there is an agreement stating that the employee is obliged to compensate for the NSB.

The number of workers at the Alfamart Store on Jalan Sudirman Binjai is five employees. The five employees will be burdened or compensate for NBH, because they are part of the employees of PT Sumber Alfaria Trijaya, Tbk in Binjai City. Store employees are given the responsibility to look after each shelf where the goods and there are several shelves are the joint responsibility of employees, also each employee has been determined by the Alfamart company. In practice, every employee must be able to become a cashier, as revealed by Luthfi: “although the duties of each employee have been determined but in fact we must be able to do all the tasks of each employee without exception such as being a cashier, checking goods, inputting incoming goods, tidying up goods and cleaning the store”.

Regarding the reasons why store goods are often lost or even stolen and until now the loss of goods has become a concern for Alfamart employees. Ardian as store assistant 1 explained, “There are three factors. Internal, external, and gaming. Internal factors, for example, cashier errors in checking the goods before handing them over to the buyer. Sometimes, it can also be due to items that are not scanned for barcodes so that they are forgotten to be recorded. External factors include buyers who steal goods. The gaming factor is usually from suppliers who deliberately send goods but not the amount that should be given. And unfortunately, we always just believe it because there are a lot of goods sent, so we just check the data, we don't count the goods. It could also be due to

the games of fellow store employees, such as taking goods but not scanning them, hoarding goods, manipulating stock, etc. In effect, all employees had to have their salaries cut to cover the missing goods. Well, because of my position as a shop assistant, I am the second person who gets the biggest pay cut after the head of the store,” said the shop assistant.¹⁸

SO activities for money are carried out every day during shift changes, for SO goods are carried out at the end of each month. Meanwhile, audit activities are carried out according to the orders of the regional head whose time is not scheduled, employees wait for orders from the new store head to be carried out. Irfan as Store Assistant 2 revealed that : “In the store, we wait for orders from the head of the store to carry out SO (stock-taking) of goods every month, while for audit activities, the head of the M. Luthfi store also waits for orders from the regional office, there is no set schedule for when the audit is carried out, sometimes every two or three months, it is sudden depending on the regional office. After checking the difference in goods in the store and store warehouse, then adjusting it to what is in the computer data, then we report the difference in goods by making a Missing Goods Note, and also report damaged and expried goods, expried goods are also our responsibility to be compensated as employees. according to company rules these items are first reported to be replaced with new goods, for wet goods 1 month before the expiration period, while for cosmetic goods it is reported 3 months before the expiration period “.¹⁹

¹⁸ Hasil Wawancara dengan Asisten Toko 1 di Alfamart Sudirman, Kota Binjai, Minggu 13 Januari 2024.

¹⁹ Hasil Wawancara dengan Asisten Toko 2 di Alfamart Sudirman, Kota Binjai, Minggu 14 Januari 2024.

Then the position that is most vulnerable to differences in money/goods is the Cashier, the cashier revealed that: *"In my experience, this is the cause: I gave the wrong change to the customer, a teammate took the goods and then scanned but did not pay, the goods were damaged because the shop boy drank drinks but did not scan/pay, the shift holder gave capital but I was not careful", said the cashier. He further explained: "If missing items or expired items are found by our employees here, sometimes we scan them and then pay in cash so that our salaries that enter the account are not deducted. We do not enter the lost goods or expired items into the lost goods note because we have paid directly".*²⁰

Examples of NBH deductions are reimbursements or salary deductions, if there are missing items (NBH), said the Head of the Shop, brother Luthfi, namely: *"The salary received is in accordance with the UMK of Binjai City. Especially for the head of the shop, it is differentiated, because the head of the shop, in addition to getting the UMK of Binjai City, also gets an additional salary, which is Rp. 200,000. In addition, related to NBH, for example, it is known that the NBH at the end of the month is Rp.2,500,000. So yes, for the end of the month, we employees will bear the NSB of Rp. 2,000,000, because the Rp. 500,000 is the Tolerance Limit for Goods Difference (BTSB) from the company. I myself (Head of Store) was deducted Rp. 600,000, 2 Store Assistants Rp. 800,000 (Rp. 400,000 \times 2 = Rp. 800,000) and Salesgirls and Cashiers Rp. 600,000 (Rp. 300,000 \times 2 = Rp. 600,000). So, the NSB deduction after deducting BTSB is distributed to Shopkeepers, Assistant Shopkeepers,*

*Salesgirls and Cashiers. For the Store Head of 1.75%, Assistant Store Head of 1.5% and Store Crew of 1%".*²¹

Receipt of salaries given by the company to employees of the Alfamart Sudirman Binjai City store is not received in cash but employee salaries are transferred directly every 28th date by the company to the employee's bank account determined by the Alfamart company, namely Bank Central Asia (BCA). The salary received by employees of the Alfamart store, Sudirman branch, Binjai City, which is transferred to the employee's bank account is a salary after being deducted by the company as compensation for damage or loss of company property. The salary received by employees has never been cut by more than 30%. Muftah revealed that: *"Before we worked at Alfamart, we were required to have a Bank central Asia (BCA) passbook/account because the company would transfer our salaries to the BCA passbook that we made, I received a salary from the account and my salary was never deducted more than 30%".*²²

Regarding the obligation of employees to replace lost items, the employees do not deny this. Because it is a rule that employees also agree to when signing a contract to be willing and accept to become Alfamart employees. Based on the work agreement, employees are required to replace lost items up to the tolerance limit. This means that if the number of lost items is not reasonable, even if the

²¹ Hasil Wawancara dengan Kepala Toko di Alfamart Sudirman, Kota Binjai, Minggu 13 Januari 2024.

²² Hasil Wawancara dengan Pramuniaga Toko di Alfamart Sudirman, Kota Binjai, Minggu 14 Januari 2024.

²⁰ Hasil Wawancara dengan Kasir Toko Alfamart Sudirman, Kota Binjai, Minggu 14 Januari 2024.

employee does not understand, they are still obliged to replace it. Not infrequently the employees are made uneasy by the existence of a salary deduction system due to this lost item, as has been conveyed by one of the employees: *“Because we have all the data, there is a reasonable tolerance limit of at least Rp. 500,000. But if it's already past that, it means it's not reasonable, even though he doesn't understand, he has to fix it or there could be internal fraud, that's why we have that policy. That's why it's not surprising that many employees resign because of the rules for replacing lost items. It is true that in Alfamart companies, I think in retail companies too, there is such a thing as a tolerance limit. So if one store has a large amount of lost items and exceeds the tolerance limit, there is indeed an obligation from employees to replace. That is indeed a policy that was approved by the employee when he entered, not that he didn't know”*.²³ said Alfamart's store assistant, Sudirman Binjai.

3. Similarities and Differences in Legal Provisions for Employee Salary Deductions Due to Compensation According to Fatwa DSN MUI and Labor Law

According to Islam, contractual agreements actually have no strict limitations on how an agreement is formed. The existence of an agreement can be examined by looking at several principles of muamalah in Islam, including: first, basically all forms of muamalah are permissible, except those prohibited in the Qur'an and Sunnah; second, muamalah is carried out on a voluntary basis, without containing elements of coercion; third, muamalah is carried out

on the basis of considerations of bringing benefits and avoiding *madharat* in people's lives; fourth, muamalah is carried out to maintain justice, eliminate injustice (injustice), *gharar* (deceitful).²⁴

Based on Islamic economic law, there is one rule in muamalah, namely the *As-Shibbah* rule or willingness. Both parties to the contract express their willingness to do an al-ijarah contract. If one of them is forced to do the contract, then the contract is not valid. This is based on the words of Allah SWT in Surah An-Nisa verse 29, which reads:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ
بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ وَلَا
تَقْتُلُوا أَنْفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

“O you who believe, do not eat each other's wealth by unlawful means, except by way of a mutually acceptable trade”. (Q.S. An-Nisa: 29)

The verse above explains that it is ordered for Muslims to seek sustenance in a halal way not by false means, and also not with elements that are detrimental between the two parties. Lease agreements should not be made by one party or both on the basis of compulsion, either from the contracting party or the other party.

The equation of the legal provisions for deducting employee salaries due to compensation is related to DSN fatwa No. 112/DSN-MUI/X/2017 concerning Akad Ijarah. The author considers that there is a similarity in the legal *'illat* (ratio legis) regarding the permissibility of deducting employee salaries between the DSN MUI fatwa and the Manpower Law. The similarity can be seen from the elements of intentionality

²³ Hasil Wawancara dengan Asisten Toko 1 di Alfamart Sudirman, Kota Binjai, Minggu 13 Januari 2024.

²⁴ Basyir.

(*Ta'addiy*) and negligence (*Taqshir*), which if there are two of these elements then the employee can be sanctioned in the form of salary deductions.

According to Law Number 13 of 2003 concerning Manpower in article 52 paragraph 1, namely in point (a) "Agreement of both parties", according to the author, the employment contract between Alfamart and the employee is in accordance with article 52 of the Law. This is because at the time of signing the work contract on the stamp duty both parties mutually agreed and agreed regarding the work rules set by Alfamart, so it is clear that this is legal in the eyes of the law and is in accordance with the Labor Law.²⁵ In line with article 95 paragraph 1 of Law Number 13 of 2003 concerning Manpower which reads "Violations committed by workers/laborers due to their intentions or negligence may be subject to fines", according to the author's findings, deductions from the salaries of Alfamart employees due to the loss of goods or due to the difference in goods due to negligence or intentional misconduct of employees, are legal according to the Manpower Law and may be imposed sanctions in the form of fines or deductions from employee salaries, as in accordance with the Law and regulations or work agreements that apply between companies and employees.²⁶

Differences in the legal provisions of employee salary deductions due to compensation related to DSN fatwa No. 112/DSN-MUI/X/2017 concerning Akad Ijarah. Namely, there is a point of difference between these legal provisions,

namely the element of *Mukhalafat Shuruth* or violating the provisions (which are not contrary to sharia) agreed upon by the parties to the contract. In the practice of deducting Alfamart employees' salaries, there are company provisions that are contrary to sharia, which are contained in the employment contract in article 6 point 1 regarding payment of compensation and excess costs: "The second party is obliged to pay for losses arising from the error and/or negligence and/or inaccuracy of the second party in working either intentionally or unintentionally which results in the loss and/or damage to the goods and/or assets of the first party either in part or in whole". In the company regulation, it is stated that employees are obliged to pay for losses for actions committed either intentionally or unintentionally. If the loss or loss of goods occurs due to intentional factors then it is allowed according to the fatwa, while if the employee did not do it intentionally or not because of his actions then this is not allowed in Islam, because there is injustice for the employee and implications for injustice on one side. So this is contrary to Sharia and also violates the provisions of the MUI Fatwa, namely *mukhalafat asb-shuruth* which is contrary to Sharia.²⁷

Default or breach of promise is doing something that should not/should not be done (*al-ta'addiy*), not doing what should be done (*at-taqshir*), or violating what has been agreed (*mukhalafat al-syuruth*).²⁷ Looking

²⁵ Presiden Republik Indonesia.

²⁶ Presiden Republik Indonesia.

²⁷ Wahyu Widiana, *Kompilasi Hukum Ekonomi Syari'ah*, Revisi (Jakarta: Mahkamah Agung RI, 2011) <<https://perpustakaan.mahkamahagung.go.id/assets/resource/ebook/02.pdf>>.

at the case that occurred at Alfamart Jalan Sudirman, Binjai, if examined by looking at the form of behavior that has been carried out by the company, namely cutting employee salaries due to the difference in goods with an agreement that obliges employees to compensate for losses due to their actions either intentionally or unintentionally, which then the agreement has been mutually agreed upon. So this behavior can be classified as default on the element of *mukhalafat syurut*, namely the agreed work contract that violates sharia principles. Based on this, it can be concluded that the default that occurred in the case of cutting the salary of Alfamart Sudirman Binjai City employees is in accordance with the classification of default according to DSN-MUI Fatwa No. 112/DSN-MUI/VII: 112/DSN-MUI/VII/2017, which is included in the form of default *mukhalafat al-syuruth*.

However, in the practice of deducting Alfamart employees' salaries, there are provisions of the *ijarah* contract that have been violated, namely mukhalafat ash-syurut. According to the Fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) No. 112/DSN-MUI/X/2017 concerning *Ijarah* Agreements, employees may not compensate the company for losses when there is a difference/loss of goods by deducting their salary, because basically the work agreement is not in accordance with the sharia principle of *Mukhalafat Syuruth* and has violated the mutually agreed agreement.

Meanwhile, according to Law Number 13 of 2003 concerning Manpower in article 52 paragraph 1, namely in point

(a) "Agreement of both parties", in my opinion the work contract between Alfamart and the employee is in accordance with article 52 of the Law. This is because at the time of signing the work contract on the stamp duty both parties mutually agreed and agreed regarding the work rules set by Alfamart, so it is clear that this is legal in the eyes of the law and is in accordance with the Labor Law. In line with article 95 paragraph 1 of Law Number 13 of 2003 concerning Manpower which reads "Violations committed by workers/laborers due to their intentions or negligence may be subject to fines", according to the author's findings, deductions from the salaries of Alfamart employees due to the loss of goods or due to the difference in goods due to negligence or intentional misconduct of employees, are valid according to the Manpower Law and may be imposed sanctions in the form of fines or deductions from employee salaries, as in accordance with the Law and regulations or work agreements that apply between companies and employees.

• Conclusion

According to the description of the results and discussion above, the following conclusions are found:

First, in the practice of cutting Alfamart employees' salaries due to compensation for *Nota Selisih Barang* (NSB) at Alfamart, between the perspectives of Fatwa DSN MUI and the Labor Law there is *ikhtilaf*. Namely, it shows an imbalance in the employment agreement. Although the employees have signed an agreement that regulates the obligation to compensate for the loss of goods, the salary deduction

mechanism applied is often unfair and not proportional to the mistakes made. Employees are often forced to bear losses due to external factors such as theft or system errors, as well as pressure to achieve unrealistic sales targets. In addition, this practice is also contrary to the principle of fairness in employment relations and may violate the provisions of the Labor Law.

Second, there are similarities and differences in the legal provisions of employee salary deductions due to compensation related to DSN fatwa No. 112/DSN-MUI/X/2017 concerning Akad *Ijarah*. Namely, the author considers that there is a similarity in the legal 'illat (ratio legis) regarding the permissibility of deducting employee salaries between the DSN MUI fatwa and the Manpower Law. This similarity can be seen from the elements of intentionality (*Ta'addiy*) and negligence (*Taqshir*), which if there are two of these elements, the employee can be sanctioned in the form of salary deductions.

Then the difference is that the practice of cutting the salaries of Alfamart employees, there are provisions of the *ijarah* contract that have been violated, namely *mukhalafat ash-syurut*. According to the Fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) No. 112/DSN-MUI/X/2017 concerning *Ijarah* Agreements, employees may not compensate the company for losses when there is a difference/loss of goods by deducting their salary, because basically the work agreement is not in accordance with the sharia principle of *Mukhalafat Syuruth* and has violated the mutually

agreed agreement. So in the author's opinion, the opinion of Fatwa MUI's Fatwa opinion is more relevant in relation to the case. Meanwhile, according to the author's findings, the deduction of Alfamart employees' salaries due to the loss of goods or due to the difference in goods due to negligence or intentional misconduct of employees, is legal according to the Labor Law and sanctions may be imposed in the form of fines or deductions from employees' salaries, as in accordance with the Law and regulations or work agreements that apply between companies and employees.

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Comparative Study of Alfamart Employee Salary Deductions Due to Goods Difference Notes (NSB) (Analysis of MUI Fatwa No. 112/DSN-MUI/X/2017 and Law No. 13 Year 2003)

by Asas Jurnal Hukum Ekonomi Syari'ah

Submission date: 02-Aug-2024 05:42PM (UTC+0700)

Submission ID: 2426240096

File name: 3._Arya_Mahesa.docx (127.93K)

Word count: 7027

Character count: 36577

Comparative Study of Alfamart Employee Salary Deductions Due to Goods Difference Notes (NSB) (Analysis of MUI Fatwa No. 112/DSN-MUI/X/2017 and Law No. 13 Year 2003)

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