

Wage and Benefit Systems at Stevedoring Labor Cooperative (TKBM) Donggala Port: An Islamic Economic Law Review

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ABSTRACT

This study analyzes wage and benefit systems at the Stevedoring Labor Cooperative (TKBM) in Donggala Port from an Islamic Economic Law perspective. Using qualitative field research, data were collected through observations, interviews with 7 key informants, and document analysis, validated via triangulation. The cooperative systematically deducts 20% from workers' wages for benefits but failed to deliver the 2020 Holiday Allowance, citing treasury depletion. While the system formally satisfies ijarah pillars through clear MoU and transparent tariffs, it violates core Sharia principles: breach of trust, inadequate proportional compensation for supervisors, and uncertainty in work distribution. This contradicts prophetic mandates on immediate wage payment and Indonesian Labor Law No. 13/2003. The study reveals critical gaps between formal Sharia compliance and substantive maqasid orientation, requiring reforms including independent Sharia oversight, 15% reserve funds, digitalized reporting, and proportional compensation to achieve genuine worker welfare.

1. Introduction

Islamic economic law establishes comprehensive principles for worker compensation through ijarah contracts agreements transferring usage rights without ownership transfer. The Quran emphasizes proportional compensation in Surah Al-Ahqaf (46:19), stating every individual deserves rewards matching their work without injustice. Prophetic tradition reinforces this through the hadith: "Pay workers before their sweat dries," establishing immediate payment as religious obligation (Tuasikal, 2013). Indonesian Law No. 13/2003 harmonizes with Islamic principles by recognizing allowances as integral wage components, not optional additions (Sitabuana et al., 2022).

At Donggala Port's TKBM Mutiara cooperative in Central Sulawesi, 236 stevedoring workers face systematic compensation injustice. The cooperative consistently deducts 20% from workers' wages approximately Rp 42,252 per 20-foot container ostensibly for health services, equipment, and holiday allowances. Workers receive their 80% net wages, yet the deducted 20% rarely materializes into promised benefits. The 2020 Holiday Allowance crisis exemplifies this failure: despite continuous deductions, the cooperative claimed treasury depletion and failed to distribute benefits. This constitutes zhulm (injustice) where workers fulfill obligations while the cooperative retains funds without delivering counter-performance (Kulsum, 2018; Ghofur, 2020).

While previous studies examined wage systems in various contexts (Hidayat et al., 2023; Anastasya, 2021), none comprehensively analyzed port cooperatives through integrated Islamic economic law frameworks. This research addresses whether TKBM Donggala's system satisfies formal ijarah requirements and substantive Sharia principles including justice,

trustworthiness, and proportional compensation. The study's significance extends beyond Donggala Port, as Indonesia's maritime sector employs thousands through similar cooperative structures, making these findings actionable for policymakers and labor advocates protecting vulnerable workers.

2. Literature Review

Islamic commercial law recognizes ijarah as fundamental contract type governing labor relations. Etymologically, al-ijarah derives from al-ajru meaning compensation or wage, reflecting both earthly wages and divine rewards (Al-Hadi, 2017). Islamic jurists across madhahib developed nuanced definitions sharing core elements. Hanafi scholars define ijarah as "a contract for a known benefit with specified compensation," while Shafi'i jurists describe it as "a transaction concerning specified, intended benefit that is permissible to use" (Hasan, 2018; Hani, 2021). The Dewan Syariah Nasional-Majelis Ulama Indonesia synthesizes classical definitions in Fatwa No. 09/DSN-MUI/IV/2000, defining ijarah as transferring usufruct rights for specified periods through compensation without ownership transfer.

According to Islamic jurists, valid ijarah contracts require four pillars: contracting parties possessing legal capacity, clear offer-acceptance, specified wages, and lawful benefits (Hani, 2021; Norwili et al., 2020). The contracting parties must be legally competent, acting voluntarily without coercion. The offer-acceptance must be explicit and unambiguous, establishing mutual consent. Wages must be predetermined, known to both parties, and commensurate with services rendered. The benefit must be permissible under Sharia, clearly defined, and deliverable (Hasan, 2018).

Ujrah (wage/compensation) represents the counter-performance in ijarah contracts. Islamic economics recognizes two wage categories: ujrah al-mithl (equivalent wage) and ujrah al-musamma (stipulated wage) (Caniago, 2018). Ujrah al-mithl refers to fair market compensation matching work nature and prevailing rates, preventing exploitation. Ujrah al-musamma denotes mutually agreed compensation established through negotiation, requiring both parties' genuine consent without coercion (Ja'far & Khumeeidi, 2022). The prophetic emphasis on immediate payment "Give workers their wages before their sweat dries" establishes temporal obligations prohibiting undue delays (Tuasikal, 2013).

Islamic economic principles mandate two fundamental wage characteristics: justice ('adalah) and adequacy (kifayah). Justice requires wages proportional to labor contributions, skill levels, and responsibilities, reflecting Quranic verse 46:19 emphasizing degrees according to deeds (Ghofur, 2020). Adequacy demands wages sufficient for workers and families to maintain decent living standards, covering basic needs including food, clothing, housing, healthcare, and education (Yusuf, 2010). These principles align with Indonesian Labor Law No. 13/2003 Article 88, recognizing workers' rights to compensation meeting decent living standards.

Cooperative structures in Islamic economics embody ta'awun (mutual cooperation) principles, emphasizing collective empowerment over individual vulnerability. Indonesian cooperatives operate under Law No. 25/1992, establishing democratic governance through annual member meetings as highest authority. In port contexts, Tenaga Kerja Bongkar Muat cooperatives organize previously unstructured dock workers, providing systematic job distribution and formal welfare protection (Kubangun et al., 2024). However, implementation challenges persist, particularly regarding financial transparency and benefit delivery, as documented in various Indonesian ports (Anastasya, 2021; Annisa, 2022).

3. Methodology

This qualitative field research investigated wage practices at TKBM Mutiara Cooperative, Donggala Port, Central Sulawesi. The research location was selected based on preliminary findings indicating systematic benefit non-delivery despite consistent wage deductions, combined with accessibility for direct observation. Data collection occurred between December 2024 and February 2025.

Primary data were gathered through three methods. First, direct observations documented wage distribution processes, financial recording systems, and cooperative operational procedures during multiple site visits. Second, semi-structured interviews were conducted with seven purposively selected key informants: the cooperative chairman (Ahmad), supervisory board head (Parman), team leader (Bakri), and four workers (Amrun, Burhan, Sadudin). Interview protocols covered wage mechanisms, benefit allocation, financial management, and worker perceptions. Third, document analysis examined the Memorandum of Understanding between APBMI and TKBM Donggala, financial records, wage distribution ledgers, and organizational documents.

Secondary data were obtained from relevant literature including academic journals, previous theses on port labor systems (Anastasya, 2021; Annisa, 2022), Islamic jurisprudence texts on ijarah and ujrah, Indonesian labor regulations, and Central Sulawesi wage policies. Data analysis followed Miles and Huberman's interactive model through three stages. Data reduction involved summarizing field notes, identifying key themes, and eliminating irrelevant information. Data display organized reduced data into thematic matrices comparing contractual agreements, actual practices, and Sharia requirements. Conclusion drawing synthesized findings to answer research questions regarding system operations and Sharia compliance.

Data validity was ensured through triangulation techniques. Source triangulation cross-verified information from management, supervisors, and workers, revealing consistent patterns of benefit non-delivery despite differing perspectives on causes. Technique triangulation compared observations, interviews, and documents, confirming systematic 20% deductions without proportional benefit distribution. Member checking involved presenting preliminary findings to informants for verification, ensuring accurate representation of their experiences and perspectives.

4. Results and Discussion

4.1 General Overview of Stevedoring Labor Cooperative

The TKBM Cooperative at Donggala Port was established in 1992 to organize previously unstructured dock workers, evolving from earlier labor groups like GASBIINDO (1960s) and GBPD under the New Order era (Abubakar, 2023). The cooperative now manages 236 workers through four coordinated work teams: Team 1 (60 workers), Team 2 (49 workers), Team 3 (59 workers), and Team 4 (68 workers). Its organizational structure includes the Annual Member Meeting as highest authority, a management board, and supervisory board overseeing operational, financial, and administrative functions.

The cooperative's legitimacy is formalized through a Memorandum of Understanding with the Indonesian Stevedoring Company Association, granting legal authority to manage loading-unloading operations. This institutional framework serves dual purposes: ensuring systematic job distribution among workers and providing formal protection for their welfare and safety. As the cooperative chairman stated: "Through this cooperative structure, we ensure job distribution, wage management, and compliance with agreements signed with stevedoring companies. This strengthens coordination between workers and port operators, improving both safety and efficiency" (Ahmad, interview, December 19, 2024). From an Islamic Economic Law perspective, this organizational structure reflects ta'awun principles, where workers collectively organize to strengthen bargaining positions and welfare protection (Hasan, 2018).

4.2 Wage and Benefit System at TKBM Cooperative

The wage system employs piece-rate mechanisms based on container size: Rp 211,256 for 20-foot units and Rp 295,759 for 40-foot units. When workers handle 50 containers (40-foot), gross wages total Rp 14,787,950. From this, a 20% deduction (Rp 2,957,590) is collected, leaving Rp 11,830,360 distributed among 25-35 workers. As one team leader explained: "When we handle 50 containers of 40 feet, with personnel ranging from 25 to 35 people, the total gross wage is Rp 14,787,950. After the agreed 20% deduction of Rp 2,957,590 for cooperative welfare funds, the net wage of Rp 11,830,360 is distributed to the workers" (Bakri, interview, December 21, 2024).

Workers contribute 20% of wages to welfare, insurance, and administrative funds through collective deliberation. According to the MoU between APBML and TKBM Donggala (2023), this contribution is allocated as follows: welfare fund (6.83%) covering work equipment (1.36%), training programs (1.91%), and holiday allowances (3.56%); insurance coverage (6.82%) comprising work accident insurance (0.86%), death benefits (0.15%), old-age security (2.83%), and health maintenance (2.98%); and administrative costs (6.19%) for cooperative operations (5.38%) and union activities (0.81%).

A distinctive feature is unpredictable work schedules entirely dependent on ship arrivals, requiring constant readiness day and night. This creates irregular working hours and uncertain earnings. One worker expressed: "Our work is very dependent on ship arrivals. We must always be ready at any time, because loading-unloading activities have no fixed schedule. This demands high adaptability, but this system allows us to earn more income when the port is busy" (Amrun, interview,

December 19, 2024). Notably, mandors (team leaders) receive equal wages to regular workers despite significantly greater coordination and supervision responsibilities.

Despite consistent deductions, the cooperative failed to distribute the 2020 Holiday Allowance, claiming treasury depletion. However, workers acknowledged that insurance and health benefits continued functioning. One worker stated: "Although the 2020 THR was not paid, I still understand and accept this deduction system because of its substantial benefits for my family's welfare. I have personally experienced how this insurance helps reduce medical costs when sick" (Burhan, interview, February 15, 2025). This pragmatic acceptance reveals workers' prioritization of long-term insurance protection over short-term allowance failures, though such acceptance does not legally or ethically legitimize the cooperative's breach.

4.3 Islamic Economic Law Review of Wage and Benefit System

The relationship between TKBM workers and stevedoring companies constitutes *ijārah 'ala al-'amal* (service lease), where workers provide labor in exchange for wages (Hasan, 2018; Al-Hadi, 2017). The system fulfills fundamental *ijarah* pillars: valid contracting parties (PBM as service hirer and TKBM workers as providers, both legally competent); clear offer-acceptance formalized through MoU and verbal agreements during cooperative deliberations; specified wages (Rp 211,256 and Rp 295,759) agreed by all parties; and lawful benefits (stevedoring services are halal, clearly defined, and provide real economic value). The cooperative structure also demonstrates clarity in organizational relationships, satisfying requirements for transparent contractual frameworks (Hani, 2021).

Despite formal compliance, the system violates three fundamental Islamic economic principles. First, breach of mutual consent (*taradhi*) and prompt payment obligation: The 2020 THR failure directly contradicts the Prophetic command: "Give workers their wages before their sweat dries" (HR. Ibn Majah). This hadith mandates immediate wage fulfillment without delay (Tuasikal, 2013; Caniago, 2018). The cooperative's claim of "empty treasury" reveals poor *amanah* (trustworthiness) in managing funds continuously deducted from workers. This constitutes *zulm* (injustice) where workers fulfill obligations while the cooperative retains funds without delivering promised benefits (Kulsum, 2018).

Second, violation of *ajr al-mithl* (proportional compensation): Equal wages for mandors and regular workers contradict Islamic principles requiring compensation proportional to responsibility and workload (Norwili et al., 2020; Ghofur, 2020). Mandors bear significantly greater burdens in coordination, supervision, and ensuring safety compliance, yet receive identical pay. This violates the Quranic principle in Surah Al-Ahqaf (46:19): "And for all are degrees according to what they have done, and (it is) so that He may fully compensate them for their deeds, and they will not be wronged."

Third, presence of *gharar* (uncertainty): The unpredictable work distribution creates uncertainty in benefit realization. Not all workers receive equal opportunities when ships arrive, introducing elements of *gharar* into the contract. While some uncertainty may be operationally unavoidable, the lack of systematic rotation or equitable distribution mechanisms makes this problematic under Islamic contract law (Hani, 2021; Ja'far & Khumeeidi, 2022).

The TKBM system exemplifies tension between formal sharia compliance and substantive *maqasid* orientation. While satisfying most technical requirements of *ijarah* contracts, it fails to achieve higher objectives of Islamic law: protecting wealth (*hifdz al-mal*) and ensuring distributive justice (*al-'adalah al-tauzi'iyyah*) (Kamali, 2008). The system's deficiencies also violate Indonesian Labor Law No. 13/2003, which recognizes allowances as integral wage components, not optional benefits (Article 88). This dual violation, Islamic and national law demonstrates that the cooperative, designed to protect workers, paradoxically enabled systematic denial of rights.

However, the continued functioning of insurance benefits (work accidents, death, old age, health) partially fulfills Sharia's *maslahah* (public welfare) objective. Workers' pragmatic acceptance suggests perceived net benefits despite specific breaches: "We see the deducted money every time, but the insurance protection for accidents and health truly helps our families" (Amrun, interview, December 19, 2024). This reflects the Islamic concept of *takaful* (mutual guarantee) functioning despite management deficiencies.

To transform the system from mere formal compliance to genuine maqasid orientation, several reforms are essential: establishing independent Sharia oversight (muraqabah) through a Sharia Supervisory Board conducting periodic audits; implementing proportional compensation (ajr al-mithl) by providing additional allowances for mandors; creating reserve funds (al-ihtiyathi) of minimum 15% of contributions to ensure liquidity for periodic benefits; digitalizing financial reporting for transparency (shaffafiyah) and accountability (muhasabah); and developing Standard Operating Procedures referencing DSN-MUI fatwas on cooperative principles. These measures aim to achieve falah (comprehensive worldly-afterlife welfare) as envisioned in Islamic economics, ensuring the system genuinely serves the 236 workers and their families while remaining replicable as a Sharia-based cooperative model for Indonesia's informal sector.

5. Conclusion

This research demonstrates that TKBM Donggala's wage system, while structurally aligned with ijarah principles through clear MoU and tariff structures, fundamentally violates Sharia economic law through systematic allowance non-payment. The 2020 THR failure exemplifies broader issues of amanah deficit and financial mismanagement contradicting prophetic mandates on immediate wage payment. These findings contribute to Islamic economics literature by revealing gaps between formal Sharia compliance and substantive maqasid orientation in informal sector cooperatives. Practically, this study provides evidence for policy reforms protecting 236 vulnerable workers. Strategic reforms the independent Sharia oversight, minimum 15% reserve funds, digitalized reporting, and proportional compensation, are essential to transform TKBM from formal compliance to genuine falah (welfare) realization. Future research should examine similar patterns across Indonesian port cooperatives to develop scalable reform frameworks for maritime labor protection.

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