

Research Article

Review of Sharia Economic Law on Work Agreements Between Plywood Entrepreneurs and Raw Material Suppliers

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ORCIDErina Pane: <https://orcid.org/0009-0005-1265-43802>**Abstract.**

Court decisions are repressive because they exist after the problem has occurred. Related to the background of the problem in this thesis is regarding PTUN's decision. 56/G/SPPU/2018/PTUN-JKT. The Justice and Unity Party of Indonesia sued the General Election Commission of the Republic of Indonesia at the Jakarta State Administrative Court for the issuance of the Decree of the General Election Commission of the Republic of Indonesia Number 58/PL.01.1-Kpt/03/KPU/II/. This was regarding the provisions of the decree stipulating that the Indonesian Justice and Solidarity Party not meet the requirements to take part in the General Election. Based on the problems above, the objectives of this study are: To find out the judge's consideration of the decision Number 56/G/SPPU/2018/PTUN-JKT regarding the Determination of the PKPI Political Party as a Contestant for the 2019 Election. And, to find out the Fiqh siyasah qadhaiyyah regarding the judge's considerations in Decision Number 56/G/SPPU/2018/PTUN-JKT regarding the Determination of PKPI Political Parties as Participants in the 2019 Election. In this study, the library research method was used (Library Research) using various library literature in the form of books, laws, journals, manuscripts, and thesis. The data analysis technique used was qualitative by using the deductive thinking method, with the nature of analytic descriptive method. The results of this study were based on the PTUN judge's decision, which won PKPI for its lawsuit in PTUN court No. 56/G/SPPU/2018/PTUN-JKT. Second, from the point of view of Fiqh siyasah qadhaiyyah, the settlement of election process disputes at the State Administrative Court was included in At-taqodliala darojatain aw al-isti'naf (Appeals). Based on this principle, litigants had obtained a legal decision on a case at the lower-level court, first.

Keywords: Fiqh Siyasah Qodho'iyyah, political parties, general election

1. Introduction

Plywood is often used for various domestic purposes such as handicrafts, furniture, flooring and other residential applications. Due to consumer demand and as a fulfillment of the supply of goods that require plywood or plywood, the supply of wood is needed as raw material in making plywood. Therefore, there was a Syirkah Agreement between plywood entrepreneurs and wood entrepreneurs as raw material suppliers.

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Plywood makers and timber entrepreneurs have entered into work contracts or cooperation agreements, in this case wood entrepreneurs act to find and prepare raw materials in the form of community forest wood obtained from the surrounding community. The wood obtained must be in accordance with the demand of the plywood mill. The plywood factory has provided several criteria for logs that must be met, namely the logs used must be plantation forest types (including community forest wood), come from community forests (hutan hak), straight-shaped wood, not curved and do not have a wooden eye. After that, logs or logs are cut according to the size requested by the plywood entrepreneur, which is with a minimum diameter of 15cm and a length of 1-2m.

As a supplier or supplier of raw materials in the manufacture of plywood, wood entrepreneurs must always have sufficient supplies of raw materials to guarantee production in the manufacture of plywood. Timber entrepreneurs must also ensure that the wood received from the surrounding community is wood from community forests or hutan hak that already has a valid permit and is in accordance with applicable laws and regulations.

This research only focuses on the mechanism of cooperation contracts between plywood entrepreneurs and timber entrepreneurs as raw material suppliers in CV Jaya Murni and PT Berkah Karunia Saudara, Way Sindi Hanuan, Karya Penggawa District, Pesisir Barat Regency and how to analyze Sharia Economic Law on cooperation contracts between entrepreneurs. plywood factory with wood entrepreneurs as raw material suppliers in CV Jaya Murni and PT Berkah Karunia Saudara Way, Sindi Hanuan Village, Karya Penggawa District, West Coast Regency.

The purpose of this study is to determine the mechanism of cooperation agreements between plywood producers and wood producers as raw material suppliers in CV Jaya Murni and PT Berkah Karunia Saudara Desa Way Sindi Hanuan, Karya Penggawa District, Pesisir Barat Regency. and to find out how Sharia Economic law views the cooperation agreement between Plywood Entrepreneurs and Timber Entrepreneurs as raw material suppliers at CV Jaya Murni and PT Berkah Karunia Saudara, Way Sindi Hanuan, Karya Penggawa District, Pesisir Barat Regency.

As for some academic literature on cooperation agreements or work contracts that have been made, including Islamic Law Studies on Production Sharing in Cattle Farm Cooperation Agreements by Nur Reyztafirigi Andayani, Sohrah, St. Nurjannah (1), Implementation of Cement Transportation Cooperation Agreements between PT. Semen Padang with PT. Indobaruna Bulk Transport Using Ships by Khairani Fadhila(2), and Application of Employee Contracts Islamic Law and Positive Law Perspectives by Muhammad Dhandy Pangestu(3). In contrast to the research study above, in this paper

the author examines the mechanism of a contract of work or cooperation agreement between plywood entrepreneurs and timber entrepreneurs as raw material suppliers in a review of Sharia Economic Law. This paper focuses on answering the mechanism of implementing cooperation contracts and how it is seen in sharia economic law.

Based on this description, it can be concluded that the formulation of the problem in this study is how the mechanism of cooperation agreements between plywood entrepreneurs and wood entrepreneurs as raw material suppliers in CV Jaya Murni and PT Berkat Karunia Saudara Way, Sindi Hanuan, Karya Penggawa District, Pesisir Barat Regency and how to analyze sharia economic law on cooperation agreements between plywood factory entrepreneurs and wood entrepreneurs as raw material suppliers at CV Jaya Murni and PT Thanks to the Gift of Brother Way Sindi Hanuan Village, Karya Penggawa District, West Coast Regency .

2. Methods

Research method is a way used to obtain data with certain purposes and uses by searching, digging, processing, and discussing data in a study.[1] Kind The type of research used is field research (*Field Research*) is a study that collects data carried out in the field.[2] This research was conducted at CV Jaya Murni and at PT Berkat Karunia Saudara Desa Way Sindi Hanuan, Karya Penggawa District, Pesisir Barat Regency. In this study, the author used qualitative methods. Qualitative method is the collection of data in a natural setting with the intention of interpreting phenomena that occur where researchers are key instruments.[3]

Judging from the nature of this research is descriptive, descriptive research is a study that aims to provide an overview of a certain situation and situations or events, the nature of certain populations or regions by looking for factual information, justifying circumstances, making evaluations so that clear pictures are obtained.[4]

The data source in question is the source where research data can be obtained. The data sources used in this study are primary data and secondary data. Primary data is a source of data obtained directly from the original or first-party source.[5] The primary source of data in this study is data obtained from interviewing plywood mill entrepreneurs and wood entrepreneurs and samples to provide information related to this study. Secondary data is a source of data information that becomes supporting material and complements in conducting an analysis. Secondary data in this research topic include sources both from the Quran, Hadith and others, as well as literature related to this research.

Population is a subject or object that is in an area of research topic and meets certain requirements related to people who are in the unit of analysis studied (individual, group, or organization).[6] PT Berkas Karunia Saudara has 1 Director of PT, 1 Secretary, 1 Treasurer, 4 Security Guards, and 110 employees with a total of 117 people. While CV Jaya Murni has 1 Director, 1 Secretary, 1 Treasurer, 5 Staff, 7 Security Guards and 70 employees with a total of 85 people. The total population in this study amounted to 202 people.

A sample is a part of a population taken through certain means that also has certain characteristics, clear, and complete that are considered representative of the population.[7] The sampling techniques in this study are: *Proposive sampling* i.e. sampling techniques of data sources with certain considerations.[8] The samples taken in this study from PT Berkas Karunia Saudara were 7 people consisting of 1 Director, 1 Secretary, and 5 employees and from CV Jaya Murni as many as 7 people consisting of 1 Director, 1 Secretary, and 5 employees with a total sample of 14 people. Some of the indicators used to determine the sample in this study are knowledge of this employment contract which can be representative of the existing population.

In this study, the authors collected data using interview and documentation methods. Interview is a collection of data by means of oral questioning and answer where two or more people face each other physically directed at a particular subject matter.[9] The interview in this study used unstructured interviews and was conducted by choosing direct interviews and researchers will interview 14 sample people as respondents. Documentation in Koentjaningrat's book states that the documentation method is a way to obtain data by means of records and search for data on matters in the form of notes, transcripts, books, newspapers, magazines, photos, meeting documents, and agendas.[10] The instrument in collecting data through this documentation method is the researcher himself using the tools used in this method are image recorders or photos. This documentation is intended to obtain written evidence of the employment contract between the plywood mill entrepreneur and the timber entrepreneur. After the data is collected, it is then processed by means of *Editing* (Data checking), *Systemizing* (Systemization), and *Verifying* (Verification). The data analysis technique used in this study is the inductive thinking method. The inductive method is a method that studies a specific phenomenon to obtain rules that apply in the field that are more general about the phenomenon under investigation.[11]

3. Results and Discussion

The mechanism of cooperation agreement that occurs between plywood entrepreneurs and wood factory entrepreneurs as raw material suppliers in CV Jaya Murni and PT Berkat Karunia Saudara is that plywood factory entrepreneurs and wood entrepreneurs have made work contracts or cooperation agreements, in this case wood entrepreneurs act to find and prepare raw materials in the form of community forest wood obtained from the surrounding community. In the process of implementation, both parties stated that they had agreed and agreed to enter into a cooperation agreement contract. The agreement is made in written and unwritten form. In the cooperation contract agreement, it is written contained in a letter of agreement contract with several provisions as follows:

The first point, it is stated that CV Jaya Murni is willing to supply or supply raw materials for logs or logs of the type of plantation forest wood group (including community forest wood) and comes from community forests or forest rights to PT Berkat Karunia Saudara.

The second point, it is stated that the delivery of logs or logs is carried out in a plywood factory equipped with valid documents and in accordance with applicable regulations.

The third point, it is stated that the price of logs or logs will be determined by both parties with a sale and purchase agreement separately according to the current market price.

The fourth point is stated that, CV Jaya Murni guarantees that the logs or logs supplied to PT Berkat Karunia Saudara are logs or logs that come from legal permits and or in accordance with the laws and regulations in force in the territory of the Republic of Indonesia.

The fifth point states that this collaboration was carried out after the cooperation contract agreement letter was made, namely September 5, 2022.

Based on the letter of agreement or written cooperation contract between CV Jaya Murni and PT Berkat Karunia Saudara found several problems, namely in the first point it was stated that CV Jaya Murni must be willing to supply or supply logs or logs to PT Berkat Karunia Saudara. In the agreement letter, it is not stated what happens if CV Jaya Murni cannot meet the demand for raw material supplies in the form of logs or wood. Because if the surrounding community does not sell wood to wood mills or CV Jaya Murni then CV Jaya Murni will experience a shortage of stock or raw material inventory. This resulted in obstacles in implementing the cooperation agreement with PT Berkat Karunia Saudara.

Then came another problem. In the fourth point, it is stated that CV Jaya Murni must guarantee that logs or logs sent to PT Berkat Karunia Saudara come from a valid license and or in accordance with the laws and regulations in force in the territory of the Republic of Indonesia. It is known that there are some people who are not responsible by using methods that should not be done such as cutting down trees in forests that do not belong to them. Then the wood that has been cut from the forest is sold to CV Jaya Murni with a fake license. This will certainly harm all parties, be it CV Jaya Murni or PT Berkat Karunia Saudara.

Some data has been collected by the author through information from the informants involved and seeing firsthand about the implementation of cooperation contracts or work contracts that occur between plywood factory entrepreneurs and wood entrepreneurs as suppliers of these raw materials. So it can be analyzed that a covenant is a legal event where a person promises to another person or where two people promise each other to do something. The provisions of the unwritten agreement contain that the wood obtained must be in accordance with the demand of the plywood factory. The plywood mill has provided several criteria for logs or logs that must be met, namely the wood used must be log type wood of the plantation forest wood group (including community forest wood), derived from hutan rakyat (hutan hak), wood that has a straight shape, is not curved and does not have a wooden eye. After that, logs or logs are cut according to the size requested by the plywood entrepreneur, namely with a minimum diameter of 15cm and with a length of 1-2m.

After understanding and observations that occur in the field and information obtained from informants, it has been found that if CV Jaya Murni has made an agreement with the surrounding community that owns the land with the mechanism that CV Jaya Murni made an agreement with the community. H. Mahedin or director of CV Jaya Murni provides capital in the form of wood seeds to communities who have land to plant wood. The time required in the process of seedlings into trees is as long as 5 years. 5 years later after the seedling grows into a tree, the tree must be cut down into pieces of wood. The pieces of wood must be directly delivered and sold to H. Mahedin or CV Jaya Murni at the price at that time. Communities that have collaborated with H. Mahedin or CV Jaya Murni by being given wood seeds must sell their wood to CV Jaya Murni after the wood is ready to be harvested. In this way, it is ensured that CV Jaya Murni will not lack raw material inventory of logs or logs that will be sent to PT Berkat Karunia Saudara.

There are some irresponsible individuals who use methods that can be said that this method is not halal because it is tantamount to deceiving and harming other parties.

To overcome this, several employees from CV Jaya Murni participated in supervising the cutting of trees that were ready to be harvested and participated in calculating the distance from timber forests to area forests or protected forests. In this way, CV Jaya Murni can ensure that wood sold from the surrounding community has a valid license and is in accordance with the prevailing laws and regulations in the Republic of Indonesia.

According to the definition of sharia, shirkah is a transaction between two or more persons who agree to conduct a financial business with the aim of seeking profit.[11] According to Hanafiah scholars, shirkah is an expression of a contractual transaction between two people who are allied on the principal of property and profit.[12] In carrying out a cooperation, there are several pillars of shirkah or cooperation according to the provisions of Islamic sharia, namely Sighat (lafadz akad), people or parties who hold unions, and the subject of work (the field of business carried out).

Broadly speaking, shirkah is divided into two types, namely possession shirkah (shirkah al-amlak) and shirkah uqud (al-aqd). Shirkah ownership is created by inheritance, will or other condition resulting in the ownership of one asset by two or more people. Shirkah contracts are created by the agreement of two or more people who agree that each of them contributes from the capital of the shirkah, they also agree to share the profits and losses. Shirkah akad is divided into shirkah al-'inan, al-mufawadhah, al-'amal, shirkah wujud and shirkah mudharabah. The shirkah used in this study is shirkah uqud (contract). This shirkah uqud exists or is formed because the parties deliberately enter into an agreement to cooperate or join in a property interest (in the form of capital participation) and the establishment of the union aims to obtain benefits in the form of property.

The agreement between CV Jaya Murni and PT Berkah Karunia Saudara is an agreement by which CV Jaya Murni binds itself to other parties so that an agreement is established that can provide benefits for both parties.

The shirkah that is established between CV Jaya Murni and PT Berkah Karunia is included in this shirkah. Shirkah Inan is a property union in which the form is in the form of: "Akad" (agreement) of two or more people with a property association determined by both (the parties) with the intention of getting (additional) benefits, and those benefits are for those who are associated. This union is basically a union in the form of working or business capital participation, and it is not required that the members of the union or company must deposit the same amount of capital, and of course the same is the case in matters of management authority and profits obtained.

Sharia Economic Law analysis of the mechanism of the cooperation agreement between CV Jaya Murni and PT Berkah Karunia Saudara is classified as a valid contract change because the parties have agreed between them and bind themselves to the existing cooperation agreement. The parties, namely the first party CV Jaya Murni with the Second Party, namely PT Berkah Karunia Saudara have fulfilled the mutually agreed conditions and without harming the other party.

4. Conclusion

The mechanism for implementing this work contract or cooperation agreement is that CV Jaya Murni provides raw materials in the form of logs or logs from the surrounding community who plant the wood in the people's rights forest. Then the wood is sent to PT Berkah Karunia Saudara to be used as raw material in making plywood. The wood delivered must be in accordance with the written and unwritten provisions agreed by both parties. In the written agreement, it is stated that CV Jaya Murni must be willing to supply and supply wood raw materials to PT Berkah Karunia Saudara. And CV Jaya Murni must guarantee that the wood sent to PT Berkah Karunia Saudara is wood that has a valid license and is in accordance with the provisions of the laws and regulations in force in the territory of the Republic of Indonesia.

It can be concluded that in implementing this cooperation agreement, CV Jaya Murni has made an agreement with the surrounding community that owns the land with a mechanism that CV Jaya Murni enters into an agreement with the community. H. Mahedin or director of CV Jaya Murni provides capital in the form of wood seeds to communities who have land to plant wood. The time required in the process of seedlings into trees is as long as 5 years. 5 years later after the seedling grows into a tree, the tree must be cut down into pieces of wood. The pieces of wood must be directly delivered and sold to H. Mahedin or CV Jaya Murni at the price at that time. Communities that have collaborated with H. Mahedin or CV Jaya Murni by being given wood seeds must sell their wood to CV Jaya Murni after the wood is ready to be harvested. In this way, it is ensured that CV Jaya Murni will not lack raw material inventory of logs or logs that will be sent to PT Berkah Karunia Saudara.

Analysis of Sharia Economic Law on employment contracts between plywood mill entrepreneurs and wood entrepreneurs as raw material suppliers. The implementation of the existing work contract is a cooperation agreement, which in Sharia Economic Law is called *Syirkah* (in the form of an agreement to cooperate) to other parties with the intention of seeking mutual benefit. *The shirkah* that is established between CV Jaya

Murni and PT Berkat Karunia is a *shirkah uqud*. *Syirkah Uqud* is a shirkah that occurs because it is intentional to make an agreement or cooperation, shirkah *Uqud* has many types, and the cooperation that occurs between CV Jaya Murni and PT Berkat Karunia Saudara is *Syirkah Inan*. *Shirkah Inan* is an alliance or agreement in which the form is a “Contract” of two or more people to obtain a profit. The cooperation between CV Jaya Murni and PT Berkat Karunia Saudara is classified as *mubah* (legal contract) because the parties have agreed between them and bind themselves to the existing cooperation agreement. The parties, namely the first party CV Jaya Murni with the Second Party, namely PT Berkat Karunia Saudara have fulfilled the mutually agreed conditions and without harming the other party.

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