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Workload Changes in Ijārah Contracts: Contractual Justice and Worker Rights in Islamic Law

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ABSTRACT

This study examines changes in workload within an ijārah al-a'māl employment relationship and their implications for contractual justice and worker rights from the perspective of Islamic law. It focuses on additional duties assigned beyond the scope of an initial oral employment agreement without renegotiation or adjustment of ujrah. Employing a qualitative empirical legal research design with a descriptive-analytical approach, data were collected through non-participant observation, semi-structured interviews with one employer, one active worker, and one former worker, and document analysis. Data were analyzed through coding, categorization, interpretation, and normative comparison with the principles of ijārah al-a'māl, tarāḍin (mutual consent), contractual clarity, 'adl (justice), and proportional remuneration. The findings demonstrate a clear distinction between the initial and subsequent work responsibilities. The initial agreement covered store-related duties, including serving customers, arranging merchandise, maintaining the store, and supervising operations. Subsequently, workers were also required to clean the employer's house, wash clothes, clean storage areas, and care for the employer's child. These additional responsibilities were imposed without explicit renegotiation and without corresponding increases in remuneration. The findings further indicate that workers' acceptance was shaped by economic dependence and fear of losing employment. Consequently, such acceptance cannot be understood solely as evidence of fully voluntary tarāḍin, because economic vulnerability constrained workers' ability to refuse the expanded workload. From the perspective of Islamic law, a substantial expansion of work responsibilities represents a material change in the scope of ijārah al-a'māl and should therefore be accompanied by renewed agreement, clear contractual terms, and proportionate adjustment of ujrah. The study concludes that unilateral expansion of duties without renegotiation and proportional compensation does not fully reflect the principles of contractual clarity, genuine tarāḍin, 'adl, and fairness in remuneration. Transparent employment agreements are therefore essential for protecting worker rights in informal employment relationships.

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Introduction

Employment relationships in Islamic law are not merely economic arrangements involving the exchange of labor for remuneration but contractual relationships that establish reciprocal rights and obligations between employers and workers. Within fiqh muamalah, such relationships can be conceptualized through ijārah al-aʻmāl, a contract concerning the utilization of a person's services in exchange for agreed remuneration (ujrah). The validity and fairness of this contractual relationship depend substantially on the clarity of the services to be provided, the obligations assumed by each party, and the remuneration received by the worker. Previous studies have examined ijārah as a legal framework for employment and emphasized that wages should correspond to the benefits or services exchanged under the contract (Gojali et al., 2022; Yuniartik, 2023). These studies establish the normative importance of clearly defining the object of the contract and the compensation attached to it. However, the application of these principles becomes more complex when the actual scope of work changes after the employment relationship has already been established.

The contractual nature of ijārah al-aʻmāl requires the parties to maintain clarity concerning the scope of work, duration, obligations, and compensation. In contemporary informal employment, however, agreements are frequently established orally and rely on trust, customary practices, and personal relationships rather than detailed written contracts. Although such arrangements provide flexibility, they may create uncertainty regarding the boundaries of workers' responsibilities and the legal consequences of subsequent changes in workload. Fatan and Sholihin (2026), for example, demonstrate that verbal employment agreements in the informal sector may generate difficulties in establishing the respective rights and obligations of employers and workers, particularly in relation to wages. Similarly, studies concerning ijārah al-aʻmāl have primarily focused on the validity of employment contracts, wage determination, and general worker protection (Gojali et al., 2022; Yuniartik, 2023). While these studies provide an important normative foundation, they provide less attention to situations in which employers expand workers' duties beyond the original contractual scope without formally renegotiating the employment terms.

The issue of workload changes is particularly important because an expansion of duties may alter the substantive balance between the service provided and the remuneration received. From the perspective of Islamic contract law, additional tasks are not automatically unlawful when they remain within the agreed scope of employment or are subsequently accepted through genuine tarāḍin (mutual consent). The legal concern arises when additional responsibilities materially increase the nature, intensity, duration, or burden of the work without corresponding contractual adjustment. In such circumstances, tarāḍin must be understood not merely as the worker's outward acceptance but as meaningful and voluntary consent to the changed contractual obligations. This consideration is closely connected with 'adl (justice), because remuneration should remain proportionate to the services actually performed. Recent scholarship emphasizes the importance of clarity in ijārah al-aʻmāl and the protection of workers against unequal or disproportionate contractual arrangements (Yuniartik, 2023; Arpangi et al., 2025). Nevertheless, the relationship between changing workload, substantive consent, and proportional ujrah remains insufficiently examined in empirical studies of informal employment.

This issue is observable in an employment relationship at a clothing store in Simpang Tuan Village, Mendahara Ulu District, East Tanjung Jabung Timur Regency, Indonesia. Based on

preliminary field observations, the initial employment arrangement primarily concerned store-related activities, including serving customers, arranging and monitoring merchandise, maintaining store security, and supervising retail operations. During the employment relationship, however, the worker was subsequently assigned additional responsibilities outside this original scope, including cleaning the employer's house, washing clothes, cleaning the warehouse, and caring for the employer's child. These additional duties were performed without explicit renegotiation of the employment agreement and without a corresponding adjustment of the remuneration initially agreed upon. The case therefore provides an empirical context for examining whether such duties constitute a permissible extension of the original ijārah arrangement or a material alteration of the contractual object requiring renewed consent and proportional ujrah.

The existing literature reveals an important research gap. First, previous studies have predominantly examined ijārah al-aʿmāl from doctrinal perspectives, particularly regarding contractual validity, wage determination, and the relationship between labor and remuneration (Gojali et al., 2022; Yuniartik, 2023). Second, research on informal employment has identified the difficulties associated with oral agreements and unclear contractual rights and obligations (Fatan & Sholihin, 2026). Third, studies addressing worker protection and contractual justice have emphasized fairness and proportionality but have not sufficiently examined how an expansion of actual work duties affects the original contractual equilibrium. Thus, what remains insufficiently explored is the dynamic dimension of ijārah al-aʿmāl—namely, what happens to contractual justice when the services actually performed by a worker substantially exceed those initially agreed upon. In particular, limited empirical attention has been given to how tarāḍin, contractual clarity, proportional ujrah, and ʿadl interact when additional duties are imposed within informal employment relationships.

This study addresses that gap by examining the assignment of additional work duties within an existing ijārah al-aʿmāl relationship and assessing its implications for contractual justice and worker rights. The study does not merely ask whether additional duties were accepted by the worker; rather, it analyzes whether such acceptance reflects genuine tarāḍin, whether the additional duties remain legally connected to the original contractual object, and whether the ujrah remains proportionate to the expanded workload. The novelty of this study lies in conceptualizing workload expansion as a problem of substantive contractual justice rather than merely a question of contractual validity or wage adequacy. By integrating tarāḍin, contractual clarity, proportional ujrah, and ʿadl into the analysis of an empirical informal employment case, this study connects classical principles of Islamic contract law with contemporary realities of flexible and informally negotiated work. The study consequently contributes to Islamic economic law scholarship by demonstrating how ijārah al-aʿmāl can function not only as a framework for determining the validity of employment contracts but also as a normative instrument for evaluating fairness when contractual obligations change during the employment relationship.

Method

This study employed a qualitative empirical legal research design with a descriptive-analytical approach to examine changes in workload within an ijārah al-aʿmāl employment relationship. Empirical legal research was selected because the study examines the interaction between legal norms (das sollen) and their implementation in actual social practices (das sein) (Disemadi, 2022; Widyani et al., 2025). The study was conducted at a clothing store in Simpang Tuan Village, Mendahara Ulu District, East Tanjung Jabung Timur Regency, Indonesia, during March-june, 2026. The empirical dimension focused on the actual employment relationship, including the initial agreement, agreed duties, subsequent additional responsibilities, remuneration (ujrah), and the process of consent or renegotiation. The normative dimension examined these practices using the principles of ijārah al-aʿmāl, tarāḍin (mutual consent), contractual clarity, fulfillment of contractual obligations, ʿadl (justice), and proportionality between services and remuneration.

Primary data were obtained through purposive selection of three informants who had direct and relevant knowledge of the employment relationship. The first informant was the store owner (mu'jir), selected because he was directly involved in establishing the initial employment arrangement, assigning subsequent duties, and determining remuneration. The second was an active worker who had performed both the original store-related duties and the subsequently assigned additional responsibilities. The third was a former worker who had experienced the employment arrangement and additional workload and could provide a retrospective account of changes in duties and the reasons surrounding the termination of employment. The inclusion criteria were therefore: (1) direct involvement in the employment relationship; (2) firsthand knowledge of the agreed and actual scope of work; and (3) willingness to provide information relevant to the research questions.

Data collection consisted of semi-structured interviews, non-participant observation, and documentary examination. Individual semi-structured interviews were conducted separately with each informant in a setting considered comfortable and sufficiently private for discussing employment conditions. Each interview lasted approximately [xx–xx] minutes and was conducted during [research period]. The interview questions addressed five principal areas: the initial employment agreement, the duties originally agreed upon, subsequent changes in workload, remuneration and possible adjustment of ujrah, and the parties' understanding of consent and fairness. Follow-up questions were used to clarify differences or inconsistencies between participants' accounts. Non-participant observation was conducted at the clothing store and, where access was ethically and practically permitted, in relation to activities associated with the additional duties. Observation focused on the nature, frequency, and context of the work performed rather than interfering with the employment process. Observations were conducted for approximately [xx hours/days] during [research period]. Documentary evidence included available wage or payment records, employment-related notes, written or electronic communications concerning work assignments, and other documents that could substantiate the scope of duties and remuneration. Where no formal written employment contract existed, the absence of such documentation was itself recorded as part of the empirical context.

Data analysis was conducted through four systematic stages: coding, categorization, interpretation, and normative comparison. First, interview transcripts, observation notes, and relevant documentary information were organized into a research database and coded according to statements and events relevant to the research questions. Initial codes included "original store duties," "additional domestic duties," "workload expansion," "remuneration," "acceptance of additional work," "fear of job loss," "economic dependence," "renegotiation," and "perceived fairness." Second, related codes were grouped into analytical categories covering: (1) the original contractual scope; (2) changes in the object and intensity of work; (3) additional responsibilities; (4) remuneration and proportionality; (5) consent and renegotiation; and (6) contractual justice.

Third, the categorized empirical data were interpreted by comparing the accounts of the employer, active worker, and former worker and by examining whether reported practices were consistent across interviews, observations, and documents. Particular attention was given to discrepancies between the duties initially agreed upon and the duties actually performed. Fourth, the empirical findings were subjected to normative comparison with the principles of ijārah al-aʿmāl. The analysis assessed whether additional duties remained within the original contractual scope; whether the worker's acceptance constituted genuine tarāḍin; whether the change in workload required renewed contractual agreement; and whether the ujrah remained proportionate to the services performed. This procedure enabled the study to move from empirical description to legal interpretation rather than merely reporting workplace practices.

The credibility of the findings was strengthened through source triangulation, methodological triangulation, and member checking. Source triangulation involved comparing the employer's account with those of the active and former workers, particularly concerning

the original agreement, subsequent workload changes, remuneration, and consent. Methodological triangulation was undertaken by comparing interview statements with non-participant observations and available documentary evidence. When information differed across sources, the researchers did not immediately treat one account as conclusive but examined the context, chronology, and supporting evidence before incorporating it into the analysis. This procedure is consistent with qualitative research principles emphasizing the use of multiple sources and methods to strengthen the credibility and contextual validity of findings (Arias Valencia, 2022; Santana & Paiva Júnior, 2022).

Member checking was conducted after the preliminary interpretation by presenting key factual findings to relevant participants for confirmation, clarification, or correction. Participants were specifically asked to verify the description of the initial duties, additional responsibilities, remuneration, and circumstances surrounding acceptance of the expanded workload. Corrections or clarifications provided by participants were incorporated into the final empirical account where supported by the available evidence. Member checking was used cautiously because participant confirmation does not automatically establish the legal validity of an interpretation; rather, it was employed to improve the accuracy of the factual representation (Erdmann & Potthoff, 2023). Through the combination of purposive participant selection, multiple data-collection techniques, systematic coding and categorization, normative comparison, source and methodological triangulation, and member checking, the study sought to ensure that its legal conclusions were grounded in credible and contextually verified empirical evidence.

Results and Discussion

1. Results

1. Research Setting and Characteristics of the Employment Relationship

The study was conducted at a clothing store in Simpang Tuan Village, Mendahara Ulu District, East Tanjung Jabung Timur Regency, Jambi. Established in 2015, the store operates as a local retail business with a relatively simple organizational structure and direct communication between the owner and workers. Workers are involved in several store-related activities, including serving customers, arranging merchandise, cashier-related assistance, monitoring the store, maintaining cleanliness, and managing inventory. The employment relationship is predominantly informal and based on direct verbal communication. No comprehensive written employment contract defining the scope, duration, and modification of workers' duties was identified during the study.

The empirical findings were obtained from three perspectives: the employer, one active worker, and one former worker. Their accounts were compared with non-participant observations and available documentary evidence. The comparison revealed substantial agreement concerning the existence of an initial verbal employment arrangement and the subsequent assignment of additional duties, although the parties differed in their interpretation of the nature and contractual significance of those additional responsibilities.

2. Initial Contractual Duties

The initial employment relationship was established through a verbal agreement at the beginning of each worker's employment. The agreement was communicated directly by the employer and did not involve a written job description or separate employment document. According to the active worker, the initial duties primarily consisted of looking after the store, serving customers, arranging merchandise, monitoring the store, and assisting with activities directly related to retail operations. The former worker provided a substantially similar account, explaining that the work initially centered on maintaining and operating the clothing store.

The employer also confirmed that workers were initially employed to assist with store operations. From the employer's perspective, the agreement was understood relatively

broadly as an obligation to "help" with activities associated with the business and the surrounding working environment. This difference in interpretation is important because the workers understood the initial agreement primarily in terms of commercial store activities, whereas the employer perceived the employment relationship more flexibly.

The initial duties can therefore be grouped into five principal categories: (1) serving customers, (2) arranging and monitoring merchandise, (3) maintaining the store, (4) supervising store activities, and (5) performing other tasks directly connected with retail operations. These duties represented the original service obligation (maʿqūd ʿalayh) understood by the workers at the commencement of employment.

3. Introduction and Nature of Additional Duties

The subsequent workload differed materially from the initial store-related responsibilities. According to the workers, additional duties were introduced after the employment relationship had been established, beginning approximately [insert period/month/year based on field data]. The additional responsibilities were communicated directly by the employer through verbal instructions during the course of daily work rather than through a formal modification of the employment agreement.

The additional duties consisted of cleaning the employer's house, washing clothes, cleaning storage areas or the warehouse, and caring for the employer's child. These responsibilities were performed in addition to the workers' continuing store-related duties. Consequently, the change was not simply an increase in the volume of retail work but an expansion of the type of service from commercial activities to domestic and personal services.

The active worker reported that these additional duties were assigned when the employer needed assistance beyond the store. The former worker similarly recalled being asked to undertake domestic tasks while still being expected to perform the original store responsibilities. The employer acknowledged assigning such activities but interpreted them as assistance within the informal and family-oriented character of the workplace rather than as a separate category of paid employment.

The additional duties were performed [daily/several times per week/occasionally—insert verified frequency], depending on the employer's needs. Store-related duties remained the workers' continuing responsibility, while domestic and personal duties were undertaken when specifically requested by the employer. This pattern indicates that the additional workload was not established through a clearly defined schedule or contractual allocation of working time.

4. Communication and Absence of Renegotiation

The manner in which the additional duties were introduced was consistent across the workers' accounts. The employer communicated the tasks through direct verbal instructions, such as asking workers to clean the house, wash clothes, clean the warehouse, or supervise the child. There was no separate meeting or written amendment specifically addressing the expansion of responsibilities.

The active worker stated that there was "no special discussion" concerning the additional duties and that the tasks were generally performed after being instructed by the employer. The former worker reported a similar experience, indicating that the additional responsibilities emerged gradually through daily interactions rather than through a formally negotiated change in employment conditions.

The employer did not regard these instructions as a formal alteration of the employment agreement. From the employer's perspective, workers were already present within the store and surrounding household environment, and assisting with household-related activities was considered part of helping the employer. By contrast, the workers perceived the tasks as additional responsibilities because they were materially different from the store-related duties communicated at the beginning of employment.

Thus, the three perspectives reveal a clear difference in contractual interpretation: the employer viewed the duties as flexible assistance, whereas the active and former workers

viewed them as additional work beyond the original employment arrangement.

5. Frequency of Additional Work and Compensation

The empirical evidence indicates that the additional duties did not replace the workers' original responsibilities. Instead, domestic and personal tasks were performed alongside store-related duties. The frequency varied according to the employer's needs, with workers reporting that the tasks were performed [insert verified frequency]. The former worker's account further indicates that the additional responsibilities continued over [insert duration], while the active worker continued to perform such duties during the period of observation.

Despite this expansion of responsibilities, no separate payment was provided for the additional work. The active worker reported that the wage remained the same as the remuneration agreed at the beginning of employment. The former worker likewise stated that there was no additional compensation specifically allocated to domestic or personal tasks.

The employer confirmed that no separate payment was made but explained that the existing wage was considered sufficient because the additional activities were regarded as assistance rather than as a separate employment obligation. This creates a clear divergence between the parties' perceptions. From the workers' perspective, additional duties represented additional labor without additional remuneration; from the employer's perspective, the duties were included within the flexible nature of the employment relationship.

6. Comparative Experiences of the Employer, Active Worker, and Former Worker

The comparison of the three informants demonstrates both areas of agreement and differences in interpretation.

Aspect	Employer	Active Worker	Former Worker
Initial agreement	Verbal and relatively flexible	Verbal, primarily store-related	Verbal, primarily store-related
Initial duties	Store operations and assistance	Serving customers, arranging merchandise, monitoring store	Store maintenance, customer service, merchandise-related work
Additional duties	Considered assistance	Cleaning house, washing clothes, warehouse cleaning, childcare	Similar domestic and personal duties
Communication	Direct verbal instructions	Direct instructions without renegotiation	Direct instructions without formal modification
Frequency	According to employer's needs	[Insert verified frequency]	[Insert verified frequency]
Additional payment	None	None	None
Interpretation of duties	Part of flexible assistance	Additional work beyond initial duties	Additional work beyond initial duties
Reason for acceptance	Expected cooperation within informal relationship	Economic need and concern about employment	Economic need and concern about employment

The comparison shows that the existence of additional duties and the absence of separate compensation were generally acknowledged by all parties. The principal difference concerned the meaning of those duties within the employment relationship. The employer regarded them as assistance arising from an informal and familiar working environment, while both workers understood them as an expansion of their original workload.

7. Economic Dependence and Workers' Acceptance

The findings further indicate that workers' performance of the additional duties was influenced by their economic dependence on the employment relationship. The active worker explained that refusing the employer's instructions could create a perception of unwillingness to work and potentially threaten continued employment. The former worker similarly described the need to maintain employment as an important consideration in accepting additional responsibilities.

This finding is significant because workers' outward compliance did not necessarily reflect unrestricted bargaining autonomy. Although neither worker reported being explicitly forced through a formal threat of dismissal, their economic dependence and concern about losing employment reduced their practical ability to refuse additional tasks or negotiate additional compensation. The employer, meanwhile, did not interpret the workers' compliance as evidence of coercion but as ordinary cooperation within an informal working relationship.

Accordingly, the empirical evidence distinguishes formal acceptance from substantive consent. Workers performed the additional duties, but their acceptance occurred within an unequal economic relationship in which refusing the employer's instructions could have perceived employment consequences.

8. Overall Empirical Pattern

Taken together, the findings demonstrate a chronological pattern of contractual change. First, the employment relationship began with a verbal agreement centered primarily on clothing-store operations. Second, after employment had commenced, the employer introduced additional domestic and personal responsibilities through direct verbal instructions. Third, these duties were performed alongside the original store-related responsibilities with a frequency determined largely by the employer's needs. Fourth, no formal renegotiation, written modification, or separate agreement concerning the expanded workload was undertaken. Fifth, remuneration remained unchanged despite the additional responsibilities. Finally, workers continued to perform the duties partly because of economic dependence and concerns regarding continued employment.

The empirical findings therefore establish a substantive divergence between the original contractual duties and the actual services subsequently performed. The central issue is not simply that workers performed additional tasks, but that the type and scope of services expanded without a corresponding process of contractual clarification or adjustment of remuneration. The contrasting perceptions of the employer and workers further demonstrate that the absence of a clearly documented employment scope allowed the parties to attach different meanings to the same employment relationship.

These findings provide the empirical foundation for the subsequent legal analysis of whether the additional responsibilities can be regarded as remaining within the original ijārah al-aʿmāl arrangement or constitute a substantive modification of the contractual object (maʿqūd ʿalayh). The analysis therefore focuses on the principles of contractual clarity, tarāḍin, ʿadl, and proportionality of ujrah, while distinguishing between the mere performance of additional tasks and the legal validity of imposing materially expanded obligations without renewed agreement.

2. Discussion

Based on the findings of this study, the employment relationship between the owner of the clothing store in Simpang Tuan Village and the workers can substantively be categorized as ijarah ʿala al-ʿamal, namely a contract involving the utilization of a person's labor or services in exchange for agreed compensation (ujrah). The primary issue identified in this relationship does not merely concern the use of an oral employment agreement, but rather the lack of clarity regarding the scope and boundaries of the work agreed upon at the outset. The initial agreement covered activities such as supervising the store, serving customers, arranging

merchandise, and assisting with activities directly related to store operations. In practice, however, workers were subsequently assigned domestic tasks, including cleaning the owner's house, washing clothes, and taking care of the owner's child, without a new agreement. This finding demonstrates that informal employment relationships based on trust and familial interaction may provide flexibility, but they may simultaneously obscure the respective rights and obligations of the parties when the scope of work is not clearly defined. Recent studies on ijarah 'ala al-'amal similarly emphasize that clarity regarding the nature and scope of work is an essential element in determining whether an employment relationship complies with Islamic principles; discrepancies between agreed and actual work may create substantive problems concerning the object of the contract (Humaira & Ali, 2025; Yuslukhalbi & Hadi, 2025).

The findings further indicate that the additional tasks were not introduced through a formal renegotiation or mutual discussion between the store owner and the workers. Instead, workers accepted the additional assignments primarily because of social reluctance, economic dependency, and concerns about maintaining their employment. Accordingly, the workers' acceptance of the additional tasks should be distinguished between formal consent and substantive tarāḍin (genuine mutual consent). Although the workers performed the additional duties, their acceptance cannot necessarily be interpreted as an expression of fully autonomous consent because it occurred within an unequal bargaining relationship. From the perspective of Islamic economic law, a valid contractual relationship requires not only verbal agreement but also transparency concerning the object of the contract and a reasonable balance between the rights and obligations of the contracting parties. Recent studies of employment relationships based on ijarah emphasize that contractual clarity, fairness, and protection of workers' rights constitute important dimensions of sharia-compliant employment relations (Maulidia, 2025; Delfira et al., 2025). Therefore, the present findings suggest that the informal nature of the employment relationship should not be interpreted as granting unlimited discretion to the employer to expand the worker's obligations unilaterally.

The assignment of additional domestic duties without any corresponding adjustment in compensation also reveals a disproportion between the increased utilization of labor and the remuneration received by the workers. Under the initial agreement, the ujrah constituted compensation for the work that had been mutually agreed upon. When the nature, volume, or character of the work changes substantially, maintaining the original wage without reassessing the workload may generate a problem of distributive fairness. This finding is consistent with Humaira and Ali (2025), who identified an imbalance between workers' workloads and remuneration within employment relationships. Similarly, research on wage practices from the perspective of Islamic economic law demonstrates that fairness in remuneration is closely associated with the clarity of contractual terms, the proportionality of work, and the fulfillment of workers' economic rights (Indrayani & Muzan, 2025). Consequently, the problem identified in the present study is not simply the amount of wages paid, but rather the proportional relationship between the labor actually performed and the compensation received.

From the perspective of ujrah, the findings indicate the need to distinguish between the originally agreed remuneration (ujrah al-musamma) and compensation that may become due when additional work is performed beyond the original contractual scope. Once additional work has been performed at the employer's request and has generated a tangible benefit for the employer, characterizing such work merely as "assistance" or as part of an established habit is insufficient to eliminate the worker's economic entitlement. In an employment relationship, customary practice should not automatically extinguish workers' rights to appropriate compensation. Recent studies of Islamic wage practices emphasize that fairness in remuneration is closely related to contractual clarity, the proportionality of work, and the fulfillment of workers' rights to adequate compensation (Cahyani & Sukron, 2025). Research on contemporary labor arrangements likewise indicates that ambiguity concerning remuneration and unequal bargaining positions may undermine the principles of transparency, consent, and justice emphasized in Islamic economic law (Anis et al., 2025). In

the context of the present study, therefore, domestic tasks performed at the employer's request should be treated as additional work requiring explicit negotiation if such duties are intended to become part of the continuing employment relationship.

Overall, this study demonstrates that the principal problem in the employment relationship at the clothing store in Simpang Tuan Village lies in the expansion of the agreed scope of work without contractual renegotiation and without a corresponding adjustment of ujrah. The findings reveal a significant gap between informal employment practices and the principles of ijarah 'ala al-'amal, particularly with regard to clarity of work obligations, genuine mutual consent, proportionality of rights and obligations, and fairness in remuneration. The practice should therefore not be understood merely as an administrative issue, but as a substantive issue concerning the implementation of the employment contract. A more appropriate approach under Islamic economic law would require the parties to renegotiate the agreement whenever there is a substantial change in the nature or volume of work, clearly specify the scope of responsibilities, and determine additional compensation proportionate to the additional duties performed. Such an approach is consistent with recent studies emphasizing the importance of clear employment contracts and fair wage adjustments when discrepancies arise between actual workloads and agreed compensation (Humaira & Ali, 2025; Yuslukhalbi & Hadi, 2025). Thus, the central finding of this study is that assigning additional work beyond the initial agreement without renegotiating the contract and adjusting the ujrah does not fully reflect the principles of justice, transparency, and tarāḍin inherent in ijarah 'ala al-'amal.

Conclusion

This study concludes that the employment relationship between the clothing store owner and workers in Simpang Tuan Village is initially established through an oral agreement covering primary duties such as serving customers, safeguarding merchandise, arranging clothing, and assisting with activities directly related to store operations. In practice, however, workers are assigned additional duties beyond the initial agreement, including cleaning the employer's house, washing clothes, cleaning the storage area, and taking care of the employer's child. These additional responsibilities are performed without a clearly renegotiated agreement and without any adjustment to the workers' ujrah. Consequently, there is a substantive discrepancy between the scope of work initially agreed upon and the work actually performed. Although the informal and familial nature of the employment relationship facilitates flexibility and interpersonal trust, it simultaneously creates ambiguity concerning the boundaries of workers' responsibilities and their corresponding economic rights.

From the perspective of Islamic law, the employment relationship can be understood as an ijarah 'ala al-'amal contract, in which the benefit of labor or services is exchanged for agreed remuneration. The workers occupy the position of ajir khash, meaning that their labor is contractually connected to a particular employer within the agreed employment arrangement. Therefore, the employer's authority to assign work should remain within the scope of the agreed contract. When additional duties substantially exceed the original scope of work, such changes should be based on renewed mutual consent and accompanied by an appropriate adjustment of ujrah. The findings indicate that the practice under investigation does not fully reflect the principles of contractual clarity, tarāḍin (mutual consent), proportionality, and justice ('adl) in Islamic commercial law. In particular, maintaining the original remuneration despite a substantial increase in workload creates an imbalance between the benefits received by the employer and the compensation received by the worker. Accordingly, the practice of assigning additional work without contractual renegotiation and without proportional adjustment of ujrah is not fully consistent with the principles governing ijarah 'ala al-'amal.

The study therefore highlights the importance of strengthening transparency and fairness in informal employment relationships, particularly among small-scale businesses where contractual arrangements are commonly based on oral agreements and familial trust. Employers should clearly specify the nature, scope, duration, and remuneration of work at the

beginning of the employment relationship and renegotiate the agreement whenever substantial additional duties are introduced. Workers, meanwhile, should understand their contractual rights and responsibilities and communicate when assigned duties fall outside the original agreement. More broadly, small-business communities should recognize that familial relationships and customary practices should complement, rather than replace, clear contractual arrangements. Establishing transparent employment agreements can minimize disputes, protect workers' economic rights, and promote more equitable employment relations in accordance with Islamic economic principles. Future research may expand this analysis by examining similar ijarah practices among domestic workers, daily laborers, and employees in other small and medium-sized enterprises, as well as by comparing Islamic legal principles with Indonesian labor law to provide a more comprehensive understanding of contemporary employment relationships.

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