



Settlement of Wage Payment of Cafe Employees Bankruptcy Imam Syafi'i Perspective (Case Study of Child Cafe, Medan Area)

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Abstract - The purpose of this study is to examine, from Imam Syafi'i's point of view, the procedure for resolving employee wage payments in the event of business bankruptcy. A case study was used, conducted at Child Cafe Medan Area, which experienced bankruptcy. The research method includes data collection through interviews with relevant parties and document studies related to the process of paying employee wages when the company is bankrupt. The research results are expected to provide a comprehensive overview of handling employee wages in bankruptcy situations, especially considering the perspective of Islamic law. The analysis will cover aspects such as employee rights in wage payment, the obligations of bankrupt companies, and the possibility of fair and sustainable settlements for both parties. From the perspective of Imam Syafi'i, the settlement of employee wage payments in situations of company bankruptcy should be conducted with attention to the principles of justice and humanity. Companies are obliged to make every effort to fulfill their obligations to employees, even in conditions of bankruptcy. Conversely, employees are also expected to understand the company's situation and be willing to accept fair and realistic settlements.

Keywords: Wage Payment Resolution, Employee Right, Islamic Law

I. INTRODUCTION

In language, "wages" is a reward or payment that a person receives as compensation for the work or services he has done. Meanwhile, the "term" wage in a financial or economic context often refers to compensation given to workers or employees as payment for labor or services rendered in compliance with relevant agreements or rules, either in the form of cash or products. The Law (UU) Number 11 of 2020 about Job Creation and Regulation of the Minister of Manpower Number 18 of 2022 on Employment Wages. The lowest monthly income determined by the governor as a safety net is known as the Minimum income, as stated in Article 1. According to Article 2, one of the steps the central government would take to fulfill workers' and laborers' rights to a living wage is to implement a Minimum Wage policy in 2023. The Minimum Wage is divided into two parts, as stated in Article 3: basic wages and set allowances, and wages without allowances. According to Article 4, the Minimum, unless they have certain qualifications such as education, competence, and/or work experience required to carry out the work or position (Ketenagakerjaan, 2022).

Bankruptcy is a condition in which a company or individual is unable to pay its debts to creditors. From the perspective of Imam Shafi'i, as explained in the book *Al-Umm*, there are several important principles related to bankruptcy and workers' rights. Imam Shafi'i in the book *Al-Umm* states that a worker has a more important right to his wages than other creditors. It is based on the concept that the work done by workers adds value to the goods produced. Therefore, the results of such work must be recognized and appreciated first before fulfilling other obligations. Quotes from *Al-um* regarding bankruptcy and workers' wages:

عَفْدٌ عَلَىٰ مَنْفَعَةٍ مَّقْصُودَةٍ مَّعْلُومَةٍ مَّبَاحَةٍ قَابِلَةٌ لِلتَّبَدُّلِ وَالْإِبَاحَةِ بِعَوَضٍ مَّعْلُومٍ

Meaning: "Transactions for a certain intended benefit, are mubah and can be used in certain rewards."

This is a principle explained by Imam Shafi'i related to transactions and benefits resulting from a job or service, which in the context of bankruptcy indicates that such benefits must be recognized and appreciated first before fulfilling other obligations. Imam Syafi'i argued that workers are more entitled to their wages because the work provides significant added value to the goods or products produced. For example, if a worker works on a fabric and adds value through the production process, then the added value must be given first to the worker before to other creditors.

Imam Syafi'i also emphasized the importance of justice and humanity in settling debts during bankruptcy. Companies that experience bankruptcy must still strive to fulfill the obligation to pay wages to workers, because wages are a right inherent in the work that has been done. In addition to workers' rights, Imam Syafi'i also explained how the assets of bankrupt people must be handled. The following is an excerpt from Al-um regarding the seizure of assets in a bankruptcy situation:

قال الشافعي في الأم: "إذا أحاط الدين بمال المفلس، حُيسَ المفلس ومنع من التصرف فيه وقُسيَمَ ماله بين غرمائه على قدر ديونهم"

It means: "If the debt has included the property of the bankrupt, then the bankrupt person is detained and prevented from transacting with his property, and his property is distributed among his creditors according to the amount of their debt."

In Imam Shafi'i's view, when a person is declared bankrupt, that person must be detained and prohibited from making any transactions with his property. The assets owned must then be divided among the creditors proportionally based on the amount of debt of each creditor. This aims to ensure that the distribution of assets is carried out fairly and in accordance with the principles of justice taught in Islam. The principles taught by Imam Syafi'i can be applied in the management of corporate bankruptcy. The Bankruptcy Law and the Regulation of the Minister of Manpower in Indonesia also emphasize the importance of fulfilling workers' rights in bankruptcy situations.

For example, Law Number 11 of 2020 concerning Job Creation and Regulation of the Minister of Manpower Number 18 of 2022 stipulate that workers' warnings must be the top priority in paying obligations when a company is declared bankrupt. This is in line with the teachings of Imam Shafi'i which puts the rights of workers above the interests of other creditors.

According to Hasbi Ash-Shiddiqie, ijarah is:

عقد موضوعه المبادلة على منفعة الشيء بمدة محدودة أن تملكها بعوض فهي بيع المنافع

Meaning: "*an agreement whose object is in the form of exchanging benefits for a certain period, namely the ownership of benefits in return, is the same as selling benefits*" (Ash-Shiddiqie, 1989).

Wage is a reward given by an employer to a worker or laborer in exchange for services or work that has been done. The definition of wages includes various forms of payment, including money, goods, or other facilities. The concept of wages is not only limited to the aspect of financial compensation, but also involves other elements, such as social security, health facilities, and justice in the relationship between workers and employers.

In the context of corporate bankruptcy, employee rights are a major concern because bankruptcy can have a significant impact on their career continuity and living conditions. Some aspects that need to be considered regarding employee rights in company bankruptcy include the right to outstanding wages, where employees have the right to receive unpaid wages before the company goes bankrupt. The law may give certain priority to the payment of wages to employees in bankruptcy proceedings (Darussalam, 2019).

In addition, severance claims and benefits are an important aspect, where employees who are laid off in a bankruptcy situation have the right to submit claims in accordance with applicable laws and regulations. Social security protection, such as health insurance and pension programs, must also be considered in bankruptcy situations, including how social security funds are managed and recovered.

Employees also have the right to be actively involved in the bankruptcy process, either through representation in the board of creditors or through legal representatives. This aims to ensure that their interests are recognized and taken care of during the restructuring or liquidation process. The return of personal belongings and important documents becomes the right of employees, ensuring that their rights and personal interests remain protected in such difficult situations. By paying attention to these rights, better protection for employees can be sought in the face of company bankruptcy.

The settlement of employee wage payments after the bankruptcy of the company can be described through an understanding of various legal provisions related to bankruptcy and termination of employment (PHK). Workers who work for debtors have the right to terminate employment or otherwise, and the curator may terminate them in accordance with the approval or provisions of applicable laws, by giving at least 45 days' notice (Masruhin, 2013).

In carrying out layoffs, curators are required to comply with labor laws and regulations. Although the company has been declared bankrupt, the rules confirm that the company does not automatically cease operations. The Curator can continue the debtor's business by obtaining the approval of the provisional creditor committee or permission from the Supervisory Judge. Regulations that regulate this can be found in Articles 104 and 106 of the Law on Bankruptcy and Suspension of Debt Payment Obligations (KPKPU Law). However, Article 178 paragraph (2) of the ICC Law emphasizes that this provision does not apply if there is certainty that the bankrupt company will not be continued or if the continuation of the business is stopped (Zuina, 2010)

In the context of layoffs due to bankruptcy companies, Law 13/2003 which previously regulated this has been deleted and replaced by Article 81 number 42 of the Job Creation Law. Article 154A paragraph (1) letter f of the Job Creation Law emphasizes that termination of employment can occur due to the reason that the company is bankrupt. In the event of layoffs due to the company's bankruptcy, workers have the right to several benefits, including severance pay of 0.5 times the applicable severance pay provisions, UPMK of 1 time of the UMPK provisions, and various components of reimbursement of rights such as annual leave that has not been taken, return expenses, replacement of housing, treatment, and treatment in accordance with applicable regulations (Anggun Safitri, 2022).

By understanding this, the owner of a Child Cafe in Medan Area is reminded to pay attention to the obligation to pay employees who have been laid off due to the company's bankruptcy in accordance with the provisions stipulated in the KPKPU Law and the Job Creation Law. Based on the above problems, the researcher is interested in taking a title with a discussion of the Settlement of Wage Payment for Cafe Bankrupt Employees Perspective Imam Syafi'i (Case Study of Child Cafe, Medan Area)

II. METHOD

This study uses an empirical normative legal method approach designed to provide a comprehensive overview of the process of settling employee wage payments in the context of corporate bankruptcy. The normative approach involves the study of laws and regulations, legal theories, and expert opinions to analyze and interpret applicable legal regulations and how legal theories and expert opinions can be applied to understand or solve legal problems at hand. Literature study and analysis of legal documents are used in this approach. The empirical approach involves collecting empirical data through surveys, in-depth interviews with related parties, and direct observation to gain a deeper understanding of the legal phenomenon being studied. The conceptual approach examines and develops relevant legal concepts to provide a strong theoretical basis, including conceptual analysis and the development of new theories or adaptations of existing theories. The purpose of this study is to analyze and interpret laws and regulations, legal theories, and expert opinions in order to understand or solve legal problems related to the payment of employee wages in bankruptcy situations, explore a deeper understanding of the implementation of the law in real contexts, evaluate the effectiveness of existing policies, and identify relevant trends and patterns of behavior, as well as provide practical recommendations based on research findings to improve the protection of employee rights in bankruptcy situations. The combination of normative, empirical, and conceptual approaches is expected to make a meaningful contribution to the development of legal science and legal practice related to bankruptcy and the protection of employee rights.

III. RESULT AND DISCUSSION

1. Payment of Wages for Bankrupt Cafe Employees

In an interview with one of the café's employees who has been working for more than two years, several significant issues related to wage payments and the café's financial condition were found. The employee has experienced delays in salary payments for the past three months, which has had a serious impact on their personal finances and resulted in uncertainty regarding the fulfillment of basic needs. In addition, employee wages are only paid using items in the café. Employees do not receive payment in cash, but are given equipment or goods available at the café. Employees also revealed that they are required to sell café equipment, such as blenders, to meet their salaries. However, the proceeds from the sale of these tools turned out to be insufficient to replace their salaries for a whole

month. The café boss did not provide clear information regarding the café's financial condition. The new employee learns that the café went bankrupt after pressing for a delayed salary payment.

These findings show violations of workers' rights, such as late payment of salaries, payment in kind, and the obligation to sell café equipment to earn wages. In addition, the lack of transparency from management makes it difficult for employees to manage their financial condition effectively. Further action is needed to address this issue and protect the rights of employees in the context of a company experiencing financial difficulties (Humaeroh, 2017).

Here is a table showing the employee's salary, the total salary for 3 months, the salary paid equally from the proceeds of the sale of goods, and the lack of unpaid salary:

Employee Salary Table

Name	Monthly Salary (IDR)	Total Salary 3 Months (IDR)	Salary Paid (IDR)	Less Salary (IDR)
Admin Salma	2,800,000	8,400,000	1,100,000	7,300,000
Chef Yani	2,300,000	6,900,000	1,100,000	5,800,000
Barista Aden	2,000,000	6,000,000	1,100,000	4,900,000
Waiters Icha	1,800,000	5,400,000	1,100,000	4,300,000
Waiter Andrian	1,800,000	5,400,000	1,100,000	4,300,000

Note

1. **The total proceeds from the sale of goods** are 5,500,000 IDR, consisting of:
 - o Blender: 500,000 IDR
 - o Coffee machine: 3,000,000 IDR
 - o Frayer: 2,000,000 IDR
2. **The sales proceeds** are distributed equally to all employees, so that each employee receives 1,100,000 IDR.
3. **Salary shortage:** The salary paid is not enough for one month's salary for each employee, so there is still a considerable salary shortfall for each employee, as follows:
 - o Admin Salma: Less than 7,300,000 IDR
 - o Chef Yani: Less than 5,800,000 IDR
 - o Aden Barista: Less than 4,900,000 IDR
 - o Waiters Icha: Less than IDR 4,300,000
 - o Andrian Waiters: Less than 4,300,000 IDR

1. Employee Status When the Company Goes Bankrupt

According to the Law of the Republic of Indonesia, the status of workers when a company is bankrupt. Workers can experience unilateral termination of employment or dismissal by the curator, in accordance with the provisions of Article 165 of Law No. 13 of 2003 concerning Manpower. Workers' wages are the top priority to be paid unconditionally, because this is directly related to the welfare of workers and their families. The curator manages and settles the assets of bankruptcy debtors under the supervision of a judge based on Law No. 37 of 2004 concerning Bankruptcy and Postponement of Debt Payment Obligations. Workers' rights must remain protected and prioritized in the bankruptcy management process, although employees are often placed at the back of the creditor queue when the bankruptcy company's assets are divided. The curator also has the right to terminate employment based on Article 165 of Law No. 13 of 2003, even though the company has been declared bankrupt.

The status of workers when large companies go bankrupt is different from MSME workers (micro, small, and medium enterprises) in several aspects, namely workers' rights, payment procedures, curatorial authority, and court procedures. Workers in large companies have clearer and more rights, including the right to severance pay, service award money, compensation money, and compensation

for damages. In addition, the payment of their wages must take precedence before other creditors, and they have easier access to legal remedies through the courts. On the other hand, MSME workers have more limited rights and simpler payment procedures. The curator's authority over MSMEs is also more limited, and the legal procedures that must be taken by MSME workers are more complex and require more specific legal assistance (Susiani, 2019).

While Imam Shafi'i said in the book of *Al um* he explained: *Perhaps someone asks why you make the worker more entitled to his wages than those who owe us, the answer is that I make the worker more entitled to his wages when the work becomes an added value to the cloth and then the owner of the cloth prevents it, the people who owe it cannot take the additional income resulting from this person's work on the cloth without including The owner of this cloth and cloth is his definitive property. One of the efforts that must be borne by a bankrupt person who acts as a wage because the wage still exists, I make the worker more entitled to the wage because the wage is the wage of his work just like the object of his pawn.*

Workers who work for debtors can terminate the employment relationship and on the other hand, the curator can dismiss them by heeding the period of time according to the approval or provisions of the applicable law, with the understanding that the employment relationship can be terminated with a minimum notice of 45 days in advance. In carrying out termination of employment ("PHK"), the curator remains guided by the laws and regulations in the field of employment. It should be noted that a bankrupt company does not necessarily immediately cease to operate, because Article 104 of the KPKPU Law emphasizes that based on the approval of the provisional creditor committee, the Curator can continue the business of the Debtor who is declared bankrupt even if the decision of the bankruptcy declaration is filed for cassation or review. If in bankruptcy the creditor committee is not appointed, the Curator needs the permission of the Supervisory Judge to continue the business as intended in paragraph (1).

Then, Article 178 paragraph (2) of the ICC Law states that: The provisions as referred to in Articles 104 and 106 do not apply, if there is certainty that the bankrupt debtor company will not be continued according to the articles below or if the continuation of the business is stopped. If a reconciliation plan is not offered at the receivables matching meeting or if the peace plan offered is not accepted, the curator or creditors present at the meeting may propose that the bankruptcy debtor company be continued. So, actually, even after bankruptcy, the company can still operate. However, even though it is operating, curators can indeed terminate workers' employment relationships in accordance with the provisions of laws and regulations regarding employment. Rights of Workers Who Are Laid Off Due to Bankruptcy Companies Previously, the provisions regarding layoffs due to bankrupt companies were regulated in Article 165 of Law Number 13 of 2003 concerning Manpower ("Law 13/2003") which has now been deleted by Article 81 number 54 of Law Number 11 of 2020 concerning Job Creation ("Job Creation Law"). (Syahbani, 2019).

2. Priority for Payment of Workers' Rights When Companies Go Bankrupt

In Islamic jurisprudence, the condition in which a person does not have property is called *iflaas*. A person who is bankrupt is called *bankrupt*, while a judge's decision declaring a person in a state of bankruptcy is called *tafliis*. The word *tafliis* is often interpreted as a prohibition on someone acting on their property. The ban was made because the person concerned was entangled in debts that were more than his assets. Bankruptcy is the condition of bankruptcy of a person or legal entity. In Indonesia's positive law, namely Law No. 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations (PKPU), bankruptcy is defined as a general seizure of all assets of bankruptcy debtors. Based on this Law, a debtor who has two or more creditors and does not pay in full at least one debt that has been due and can be collected is declared bankrupt by a court decision, either on his own application or on the application of one or more of his creditors. Article 81 number 33 of the Job Creation Law which amends Article 95 paragraph (1) of Law 13/2003 reads: In the event that the company is declared bankrupt or liquidated based on the provisions of laws and regulations, wages and other rights that have not been received by the worker/laborer are debts that are paid first. Furthermore, based on the Constitutional Court Decision No. 67/PUU-XI/2013 the article is contrary to the 1945 Constitution of the Republic of Indonesia and does not have binding legal force as long as it is not interpreted (p. 45):

The payment of wages owed to workers/laborers is prioritized over all types of creditors including bills of separatist creditors, bills of state rights, auction offices, and public bodies established by the Government, while payment of other workers' rights takes precedence over all bills including bills of state rights, auction offices, and general bodies established by the Government, except bills from separatist creditors. Based on the decision, in bankruptcy, the payment of workers' wages is prioritized from separatist creditors' bills, state rights bills, auction offices, and public bodies formed by the government. However, for the payment of other workers' rights, the separatist creditor's bill is paid first.

3. Settlement of payment of bankruptcy café wages from Imam Syafi'i's perspective

كتاب الأم للإمام الشافعي

قال الإمام الشافعي في كتاب الأم: ربما يتساءل البعض لماذا أجعل العامل أحق بأجره من الدائنين الذين لهم ديون علينا؟ الجواب هو أنني أجعل العامل أحق بأجره عندما يضيف العمل قيمة إلى القماش، ثم يحجز صاحب القماش هذا العمل. لا يحق للدائنين أخذ القيمة المضافة الناتجة عن عمل هذا الشخص على القماش دون إشراك صاحب القماش، وهذا القماش هو ماله بصورة حصرية.

إحدى الالتزامات الواجبة على الشخص المفلس الذي يتصرف كمن يكلف العمال، هو دفع الأجر المستحق للعمالين. ولأن الأجر لا يزال موجودًا، فأنا أجعل العامل أحق بأجره لأنه يمثل أجر عمله، تمامًا كما يمثل الشيء المرهون ملكًا له

In the book Imam Shafi'i: Perhaps someone asks why you make the worker more entitled to his wages than those who owe us, the answer is that I make the worker more entitled to his wages when the work becomes an added value to the cloth and the owner of the cloth prevents it, the people who owe it cannot take the additional income resulting from this person's work on the cloth without including the owner of the cloth and this cloth is his property definitively. One of the efforts that must be borne by a bankrupt person who acts as a wage because the wage still exists, I make the worker more entitled to the wage because the wage is the wage of his work just like the object of his pawn.

– الفقه الإسلامي وأدلته

فِي الْوَعْدِ بِشَيْءٍ يُقْضَى بِتَنْفِيذِ الْوَعْدِ إِنْ كَانَ مَبْنِيًّا عَلَى سَبَبٍ وَدَخَلَ الْمَوْعُودُ بِالسَّبَبِ ، أَيْ فَيَجِبُ الْوَفَاءُ بِالْوَعْدِ الْمُتَعَلِّقِ عَلَى سَبَبٍ ، وَبَاشَرَ الْمَوْعُودُ السَّبَبَ وَنَفَذَهُ . مِثْلُ : اشْتَرِ سَلْعَةً أَوْ تَزَوَّجْ امْرَأَةً ، وَأَنَا أَسْلَفُكَ ، فَإِذَا تَزَوَّجَ فَعَلًا وَجَبَ عَلَيْهِ إِقْرَاضُهُ . أَمَّا مُجَرَّدُ الْوَعْدِ فَلَا يَلْزَمُ الْوَفَاءُ بِهِ ، بَلِ الْوَفَاءُ مِنْ مَكَارِمِ الْأَخْلَاقِ

Meaning: Keeping the promise of the law is mandatory when previously related to a certain cause. As the saying goes, buy an item or marry a woman and I will owe you, so the law is obligatory to give a debt when he buys a thing or marries a woman. As for when it is only purely in the form of a promise, keeping it is only a form of noble morality. (Ilatuhu).

فيض الباري على صحيح البخاري

الْإِجَارَةُ فَعَالَةٌ ، وَلَيْسَ مِنْ بَابِ الْإِفْعَالِ ، كَذَا ذَكَرَهُ ابْنُ الْحَاجِبِ فِي «الشَّافِيَةِ» . ثُمَّ اعْلَمْ أَنَّ الْأَجْرَ عَلَى مَخَوْنَيْنِ : أَجِيرٌ مُشْتَرِكٌ ، وَهَذَا لَا يَسْتَحِقُّ الْأَجْرَ حَتَّى يَعْمَلَ . وَأَجِيرٌ خَاصٌّ ، وَهُوَ يَسْتَحِقُّ الْأَجْرَ بِتَسْلِيمِ نَفْسِهِ فِي الْمُدَّةِ ، وَإِنْ لَمْ يَعْمَلْ

Meaning: A worker (a person hired to do work) has two types, namely *ajir musytarak*, which is a worker who will get wages when doing his work and a typical *ajir*, namely a worker who has done an *ijarah* contract to do work within a predetermined time and this worker will still get wages as long as he gives his time even though he does not do his work (Mughniah, 2004).

المجموع شرح المهذب

(فصل) وَإِذَا تَمَّ الْعَقْدُ لَزِمَ وَوَلَمْ يَمْلِكْ وَاحِدٌ مِنْهُمَا أَنْ يَنْفَرِدَ بِفَسْخِهِ مِنْ غَيْرِ عَيْبٍ إِلَى أَنْ قَالَ وَقَالَ أَبُو حَنِيفَةَ :
يَجُوزُ لِلْمُسْتَأْجِرِ فَسْخَ الْإِجَارَةِ بِالْأَعْدَارِ الظَّاهِرَةِ مَعَ السَّلَامَةِ مِنَ الْعُيُوبِ ، وَلَا يَجُوزُ لِلْمُؤْجِرِ أَنْ يَفْسَخَ
بِالْأَعْدَارِ ، مِثْلُ أَنْ يَسْتَأْجِرَ دَارًا لَيْسَ كُنْهَافَا ثُمَّ يُرِيدُ النَّقْلَةَ عَنِ الْبَلَدِ

Meaning: When the *ijarah* contract is valid, then for both parties it is not allowed to destroy the contract as long as there is no disgrace, but Imam Abu Hanifah allows *musta'jir* to break the contract as long as there is *udzur*, for example, a person who rents a house and in the middle of the rental period he wants to move house, then he can break the *ijarah* contract (An-Nawawi, 2016).

الفقه الإسلامي وأدلته للزحيلي

وَالْعُدْرُ : هُوَ مَا يَكُونُ عَارِضًا يَتَضَرَّرُ بِهِ الْعَاقِدُ مَعَ بَقَاءِ الْعَقْدِ ، وَلَا يَنْدَفِعُ بِذُنُونِ الْفَسْخِ . قَالَ ابْنُ عَابِدِينَ :
كُلُّ عَذْرٍ لَا يُمْكِنُ مَعَهُ اسْتِيفَاءُ الْمَعْقُودِ عَلَيْهِ إِلَّا بِضُرِّ يَلْحَقُهُ فِي نَفْسِهِ أَوْ مَالِهِ يَثْبِتُ لَهُ حَقَّ الْفَسْخِ

Meaning: As for what is meant by *udzur*, it is a matter where when the contract is determined, the person who performs the contract will get harm and cannot be avoided except by breaking the contract (al-Qardhawi, 1996).

درر الحكام شرح مجلة الأحكام الحنفية

إِذَا اسْتَأْجَرَ دَابَّةً لِيَرْكَبَهَا إِلَى الْمَحَلِّ الْفُلَانِيِّ فَعَدَلَ عَنِ الدَّهَابِ إِلَى ذَلِكَ الْمَحَلِّ ، أَوْ أَرَادَ الْإِقَامَةَ فِي مُنْتَصَفِ
الطَّرِيقِ عِنْدَ مَا وَصَلَهُ فَلَهُ أَنْ يَفْسَخَ الْإِجَارَةَ . وَعَلَيْهِ فِي الْحَالِ الْأَخِيرَةِ أُجْرَةُ الْمَسَافَةِ الَّتِي قَطَعَهَا بِالنِّسْبَةِ إِلَى
الْمَسَافَةِ الْبَاقِيَةِ سَهْوَةً وَسُغُوبَةً

Meaning: When someone rents an animal or vehicle to go to a certain place, and then he moves from the original destination, or he wishes to live in the middle of the road he is traveling, then he can break the *ijarah* contract. And he is obliged to pay the rental fee according to the road he has traveled with an estimated distance of the road that has not been traveled (Baaliy, 2010).

Imam Shafi'i in his book gives a very clear explanation of the right of workers to their wages, especially in bankruptcy. Imam Syafi'i emphasized that workers have greater rights to their wages compared to other creditors, based on the principle that workers' work adds value directly to the employer's assets. In the example given by Imam Shafi'i, a worker who works on the fabric owned by the employer adds value to the cloth through his work, so that the worker's wages are considered a priority right. Furthermore, Imam Syafi'i likened workers' wages to pawns that belong to workers, which means that wages have a strong legal status and must be paid first before debts to other creditors are settled.

In a bankruptcy situation, such as the one experienced by Child Cafe, the principles outlined by Imam Shafi'i are very relevant. Workers who have contributed through their work are entitled to their wages before the company's assets are used to pay other debts. This not only provides justice to workers, but also acknowledges that their contributions have increased the value of the company's assets. This principle is also in line with positive legal regulations in Indonesia, such as Law No. 37 of 2004 concerning Bankruptcy and PKPU and Article 81 number 33 of the Job Creation Law, which underlines that workers' wages must take precedence in settling debts of bankrupt companies. The Constitutional Court's Decision No. 67/PUU-XI/2013 also emphasizes that the payment of workers' wages takes precedence over all types of creditors.

Imam Shafi'i's statement affirmed the priority rights of workers over their wages in a bankruptcy situation, based on their contribution that increased the value of the company's assets. The analogy with the object of pawn strengthens the legal status of workers' wages as a right that must be fulfilled first. The application of this principle in the case of Child Cafe which experienced bankruptcy shows that both from the perspective of sharia and positive law, workers' rights to their wages must be respected and fulfilled before paying debts to other creditors. This approach ensures fairness for workers who have contributed to the company's operations and asset value.

IV. CONCLUSION

Based on this research, it can be concluded that the settlement of employee wage payments in bankruptcy situations, taking into account Imam Syafii's perspective, faces a number of challenges and complexities. A case study at the Child Cafe, Medan Area, revealed several critical aspects. Delay in payment of wages is one of the main issues found, where Child Cafe employees have experienced delays in paying wages for the last three months. This situation has a significant impact on the financial condition and well-being of employees. In addition, it was found that wage payments were made using café goods or tools, not in cash. This forced employees to sell café equipment to meet their living needs. The lack of transparency in management regarding the condition of the café's bankruptcy is also a problem, because employees do not have enough information to manage the potential impact of the situation.

According to Imam Syafii, workers have a more important right to their wages compared to other creditors. The work done by the worker adds value to the goods, such as the cloth, and the owner of the goods cannot take the added product without involving the owner of the fabric, because the cloth is the definitive property. Therefore, when a company goes bankrupt and cannot pay the wages of its employees, employees have rights that must be fulfilled in accordance with the law. They are entitled to receive salary according to the employment agreement, including wages that have not been paid before the company went bankrupt. In addition, they are also entitled to severance pay, tenure awards, reimbursement of rights, and legal protection. In certain situations, employees can file a lawsuit in court to obtain wages that should have been received as well as compensation according to the deadline for the expiration of the employment agreement. If an employer does not pay the employee's wages, he or she will face legal sanctions, including fines stipulated in the Indonesia Labor Law (UU PPHI), a lawsuit to the Industrial Relations Court (PHI) where the worker can claim wages that should have been received, and in some cases, compensation in the amount of the employee's wages until the expiration of the employment agreement if there is a specific employment agreement. and the imposition of criminal sanctions in accordance with the provisions of the relevant law.

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