



JUSTICE AND ACCURACY IN WAGE PAYMENT FROM THE PERSPECTIVE OF ISLAMIC ECONOMIC LAW: A STUDY OF THE WAGE SYSTEM OF RICE DRYERS IN BREBES

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Abstract: Wage determination constitutes a fundamental aspect of labor relations, as it concerns the workers' basic rights to fair compensation for services rendered. Nevertheless, wage systems frequently give rise to disputes, particularly regarding payment delays, unclear nominal values, and inconsistencies with the principle of justice. Such issues are evident in the wage practices of rice-drying laborers in the studied village, where employment agreements are made orally and wage payments depend on the sale of the dried rice. This phenomenon merits scholarly examination from the perspective of Islamic economic law, especially through the concept of *ujrah*, which emphasizes justice, contractual clarity, and timeliness in wage payment. This study employs a qualitative method with a juridical-empirical approach. Primary data were collected through in-depth interviews with rice mill owners, paddy owners, and rice-drying workers, complemented by direct field observations. Secondary data were derived from relevant literature on Islamic economic law and *fiqh al-mu'amalah*. The data were analyzed through reduction, presentation, and conclusion-drawing processes based on the principles of wage determination in Islamic law—justice, clarity of contract, mutual consent, and punctual payment. The findings reveal that the rice-drying wage system follows a piece-rate payment model, in which the wage amount is determined by the quantity of rice successfully dried. Payments are generally made after the rice is sold, which occasionally results in delayed disbursement. To mitigate such issues, rice mill owners provide cash advances (*kasbon*) for workers in urgent need of funds. From the standpoint of Islamic economic law, this practice largely aligns with the principles of contractual transparency and mutual consent, although improvements are needed in ensuring timely wage payment to prevent potential harm to workers.

Kata kunci: Wage System, Ujrah, Piece-Rate Payment, Rice-Drying Laborers, Islamic Economic Law

Abstract: Pengupahan merupakan aspek fundamental dalam hubungan kerja karena menyangkut hak dasar pekerja berupa imbalan atas jasa yang telah mereka berikan. Namun, praktik pengupahan sering kali memunculkan berbagai permasalahan, terutama terkait keterlambatan pembayaran, ketidakjelasan nominal upah, serta ketidaksesuaian dengan prinsip keadilan. Kondisi tersebut tampak pada praktik pengupahan pekerja penjemur padi di desa lokasi penelitian. Kesepakatan kerja dalam usaha pengeringan padi tersebut dilakukan secara lisan, dan pembayaran upah bergantung pada hasil penjualan padi. Penelitian ini mengkaji fenomena tersebut dalam perspektif hukum ekonomi syariah dengan menitikberatkan pada konsep *ujrah*, yang menekankan prinsip keadilan, kejelasan akad, serta ketepatan waktu pembayaran upah. Penelitian ini menggunakan metode kualitatif dengan pendekatan yuridis empiris. Data primer diperoleh melalui wawancara mendalam dengan pemilik penggilingan padi, pemilik padi, dan pekerja penjemur padi, serta observasi langsung di lapangan. Data sekunder diperoleh dari studi literatur terkait hukum ekonomi syariah dan *fiqh muamalah*. Analisis data dilakukan melalui tahapan reduksi, penyajian, dan penarikan kesimpulan. Proses analisis tersebut mengacu pada teori pengupahan dalam hukum Islam, yang mencakup prinsip keadilan, kejelasan akad, kesepakatan para pihak, serta ketepatan waktu pembayaran upah.

Hasil penelitian menunjukkan bahwa praktik pengupahan bagi penjemur padi menerapkan sistem *upah borongan*, yaitu besaran upah ditentukan berdasarkan jumlah padi yang berhasil dijemur hingga kering. Pembayaran upah umumnya dilakukan setelah padi tersebut terjual, sehingga terkadang terjadi keterlambatan pembayaran. Sebagai solusi, pemilik penggilingan padi memberikan kemudahan berupa *kasbon* (uang muka) bagi pekerja yang membutuhkan dana secara mendesak. Dalam perspektif hukum ekonomi syariah, praktik ini pada dasarnya telah memenuhi prinsip kejelasan akad dan kerelaan para pihak. Namun, masih terdapat kelemahan pada aspek ketepatan waktu pembayaran upah yang perlu mendapat perhatian agar tidak merugikan pekerja.

Kata Kunci: Pengupahan, Ujrah, Upah Borongan, Penjemur Padi, Hukum Ekonomi Syariah.

Introduction

A rice mill is a facility or mechanical system designed to process harvested paddy into edible rice ready for consumption. Within a rice mill, the production process involves several stages, including the removal of the husk, the separation of grains from the husked rice through dehulling, and the polishing of rice to achieve a clean and glossy appearance. Rice mills are commonly found across nearly all major rice-producing regions in Indonesia, signifying their essential role within the national agricultural system. Furthermore, rice mills serve as a pivotal link in the production chain, connecting post-harvest handling, processing, and the distribution of paddies or rice. They therefore constitute an integral component of the rice supply network. Consequently, rice milling units are required to continually optimize their performance in ensuring both the quantity and quality of rice production to meet the needs of the broader population.¹

However, the wage system for rice-drying laborers in the village still faces significant challenges. Wages are only paid after the paddy is completely dried and usually once the rice has been sold. This arrangement creates income uncertainty, particularly when unfavorable weather conditions hinder the drying process. Although workers are required to remain present, they receive no compensation when no drying activities take place. Such circumstances lead to economic losses and reveal ambiguities in the contractual mechanism of employment.

From the perspective of Islamic teachings, there is a clear directive that workers' wages or salaries must be paid promptly after the completion of the agreed-upon task or service. This provision serves a dual function: on one hand, it encourages workers to fulfill their responsibilities efficiently and conscientiously to earn their rightful compensation; on the other hand, it underscores the employer's moral and legal obligation to ensure timely payment as an expression of justice and appreciation for the labor and effort expended.²

عَنْ ابْنِ عُمَرَ رَضِيَ اللَّهُ عَنْهُ، أَنَّ رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ قَالَ: *أَعْطُوا الْأَجِيرَ أَجْرَهُ قَبْلَ أَنْ يَجِفَّ عَرْوُهُ.*

“From Ibn ‘Umar (may Allah be pleased with him), the Messenger of Allah (peace and blessings be upon him) said: *‘Give the worker his wage before his sweat dries.’* (Narrated by Ibnu Majah: 397).³

However, the wage system for rice-drying laborers in the village continues to face serious challenges. Wages are only paid once the paddy has been completely dried and, in most

¹ Novi dewi sartika,dkk, "Kajian Penggunaan Mesin Penggiling Mobile Terhadap Mutu Beras Untuk Beberapa Varietas Padi Di Kabupaten Sumbawa Barat", *Jurnal Ilmiah Rekayasa Pertanian dan Biosistem*, Vol.6, No. 1, Maret 2018, hlm. 54.

² Syamsuria,dkk, "Upah Jasa Penggilingan Padi Keliling dalam Perspektif HukumEkonomi Syariah (Studi Kasus Desa Mattunru-Tunru)", *Jurnal Hukum Ekonomi Syariah* Vol.3 No.1 Tahun 2024 hlm. 2.

³ Ibnu Majah, Sunan Ibnu Majah, Kitab al-Ruhun, Bab Ajar al-Ajir, Hadis no. 2443.

cases, after the rice has been sold. This arrangement leads to income instability, especially when unfavorable weather conditions impede the drying process. Although workers are required to remain on duty, they receive no compensation when drying activities are halted. Such a situation results in economic losses and reflects ambiguities within the employment contract mechanism.

In the concept of *ijārah* (lease or service contract) concerning the utilization of human labor, Islam formulates the wage system (*ujrah*) in a detailed manner to prevent inequality between employers and workers. In principle, wages must be given in the form of a clearly defined asset with a specific value and type, explicitly stated in the employment agreement. If such compensation is not determined from the outset, the *ijarah* contract risks containing an element of *garar* (uncertainty), which is prohibited in Islamic law. Furthermore, Islam emphasizes that wages must not be of the same kind or identical in nature to the object of work itself. The determination of wages in accordance with sharia principles is meant to ensure that workers receive a decent livelihood and are protected from exploitative practices.

Nevertheless, formulating a truly fair wage is not a simple matter, as it requires careful consideration of local conditions, workers' living needs, and the principle of balance between both parties. Therefore, an in-depth study of the wage practices among rice-drying laborers in Pruwatan Village, Bumiayu Subdistrict, Brebes Regency, is essential to formulate a model for the protection of workers' rights in accordance with the values of Islamic economic law.

***Ijārah* Contract in Islamic Law**

The term *ijārah* derives from the verb *ajara–ya'juru–ajran*. The word *ajran* is synonymous with *al-'iwadh*, meaning compensation, remuneration, or payment, and it may also denote rent or honorarium. Terminologically, *ijārah* refers to a contract concerning the utilization of a specific benefit or the granting of compensation for a particular service or utility.⁴ According to the majority of Islamic jurists (*jumbūr al-fuqahā'*), there are four essential pillars (*arkān*) of *ijārah*: (1) *'āqid* (the contracting parties); (2) *ṣiġhat* (the expression of offer (*ijab*) and acceptance (*qabul*)); (3) *ujrah* (the remuneration or wage); and (4) *manfa'ah* (the benefit or service that constitutes the object of the contract). The contracting parties must possess legal capacity; the offer and acceptance must be explicitly stated and mutually agreed upon; the benefit of the contract's object must be clearly defined; and the amount of remuneration must be specific and determined at or before the time of the contract.⁵

The conditions for the validity of an *ijārah* contract include the clarity of the benefit to be derived, mutual consent of both parties, the deliverability of the object of the contract, and the legitimacy and determinability of the wage. If a contract is concluded but does not yet fulfill the legal conditions for execution, it is classified as *manwūf* (suspended). The contract attains the status of *nāfidh* (effective) once all execution requirements are satisfied, and it becomes *lāẓim* (binding) when no cause or condition exists that would nullify it.⁶

In contemporary practice, *ijārah* is generally divided into two main categories: *ijārah 'alā al-manāfi'* (leasing of goods or property) and *ijārah 'alā al-'amal* (hiring of labor or services). The latter applies to employment contracts involving either a worker who dedicates his service exclusively to one employer (*ajir kbāṣ*) or a worker who offers his services to multiple clients (*ajir musytarak*).⁷

⁴ Qomarul Huda, M.Ag, *Fiqih Muamalah*, Depok Sleman Yogyakarta, Teras 2011), hlm. 77.

⁵ Wahbah Az-Zuhaili, *Fiqih Islam wa Adillatuhu*, terj. Abdul Hayyi al-Kattani, dkk (Jakarta: Gema Islami, 2011), V: 387

⁶ Ahmad Wardi Muslich, *Fiqh Muamalat* (Jakarta: AMZAH, 2019), hlm. 323.

⁷ Yazid Afandi, *Fiqh Muamalah* (Yogyakarta: Logung Pustaka, 2009), hlm. 179.

The Concept of Wages (*Ujrah*) in Islam

From an Arabic terminological perspective, the word “wage” is expressed as *al-ujrah*. Etymologically, the term *al-ajr* signifies *‘imadh*, meaning compensation or equivalent return. Accordingly, the word *ajr* (reward) in the Qur’anic sense also denotes recompense for righteous deeds, reflecting the broader concept of remuneration or reward granted in return for a beneficial act.⁸

In Islamic jurisprudence (*fiqh*), *ujrah* (wage) is regarded as an economically valuable compensation that must be clearly defined and mutually agreed upon by both parties within an *ijarah* contract to prevent disputes. The Ḥanafī school asserts that the compensation must not consist of an item identical in nature to the object or service contracted, as such an arrangement may lead to *ribā* (usury). Islam regulates the wage system in a proportional and just manner to ensure that both employer and employee rights are protected and that neither party suffers loss. To prevent *garar* (uncertainty), wages must be transparent, explicitly stating the amount and timing of payment, and based on mutual consent. This principle guarantees the establishment of a harmonious labor relationship, upholds workers’ rights, and promotes shared prosperity within the framework of Islamic economic ethics.⁹

The legal foundation of *ujrah* (wages) is derived from several primary sources of Islamic law, as follows:

a. Qur’anic Basis – Surah an-Nisā’ [4]: 29

“O you who believe! Do not consume one another’s wealth unjustly, but only [in lawful] business by mutual consent.”¹⁰ This verse establishes that all financial transactions, including wage payments, must be based on mutual consent (*tarādhi*) and justice. Wages must not be withheld, reduced, or delayed arbitrarily, as such acts constitute unjust consumption of another’s property (*akl al-māl bi al-bātil*), which is explicitly prohibited in Islam.¹¹

b. Prophetic Basis – Hadith of Ibn ‘Umar

The Prophet Muhammad (peace and blessings be upon him) said: “Give the worker his wage before his sweat dries.” This hadith affirms the Sharia’s firm stance on protecting workers’ rights, particularly in the matter of remuneration. The Prophet’s directive to pay wages promptly, “before his sweat dries,” symbolically emphasizes immediacy and fairness in labor compensation. It encapsulates one of the core ethical principles of Islamic commercial transactions (*mu‘āmalāt*): that the rights of others must not be delayed, denied, or neglected.² In contemporary application, this teaching extends to the timely and full payment of salaries in accordance with agreed-upon terms, ensuring social justice and the preservation of human dignity within the framework of Islamic economic law.³

The Practice of Wage System for Rice-Drying Laborers in the Perspective of Islamic Economic Law

The wage system for rice-drying laborers in Pruwatan Village is practiced in a simple and traditional manner, without written employment contracts, but rather based on an oral

⁸ Helmi Karim, *Fiqh Muamalah*, (Jakarta; PT Raja Grafindo Persada, 1993), hlm 29.

⁹ Wahbah az-Zuhaili, *al-Fiqh al-Islāmi wa Adillatuhu*, hlm. 404-405.

¹⁰ Kementerian Republik Indonesia, *Al-Quran dan Terjemahan nya Edisi Penyempurnaan 2019 Juz-1-10*, (Jakarta: Lajnah Pentashihan Mushaf Al-Quran, 2019) Hlm. 112.

¹¹ Muhammad ibn Jarīr al-Ṭabarī, *Jāmi‘ al-Bayān ‘an Ta’wīl Āy al-Qur‘ān*, vol. 8 (Beirut: Dār al-Fikr, 2001), 123–124.

agreement grounded in mutual trust between the rice mill owners and the workers. The workers' task is to dry the paddy until it is fully dried, with working hours adjusted according to weather conditions. The wage system applied follows a piece-rate method, with payment set at Rp100,000 per ton of dried paddy. However, payments are not made immediately after the work is completed but only after the paddy is fully dried and successfully sold, resulting in frequent delays in wage payments.¹²

Furthermore, workers are still required to be present at the location even when weather conditions do not support the drying process.¹³ In such situations, they do not receive wages, although occasionally, they are given a small allowance, which is disproportionate to the time they invest. This situation leads to income uncertainty, particularly during the rainy season, as workers lose the opportunity to seek alternative employment.¹⁴

From the rice mill owners' perspective, the delay in payments is due to technical factors, such as waiting for the paddy to be fully dried and sold. Although the principles of Islamic law emphasize the timely payment of wages, the owners believe that paying before the paddy is sold could result in losses. As a solution, they sometimes provide *kasbon* (advances or loans) to workers for urgent needs, which are later deducted from their wages.

The workers hope for improvements in the wage system, especially regarding payment timelines and an increase in wages to better align with their living needs. They also seek more appropriate compensation when required to be present but unable to work due to weather conditions.¹⁵

Analysis of the Rice-Drying Wage System considering the *Ijārah* Contract

The wage system for rice-drying laborers in Pruwatan Village operates using a piece-rate mechanism, where wages are determined based on the amount of dried paddy, specifically Rp100,000 per ton. This system can be categorized as *ijārah 'alā al-'amal* (a contract for services) because the object of the contract involves the labor service of drying paddy. The workers in this practice fall under the category of *ajir kbāṣ*, referring to workers who dedicate their services exclusively to the rice mill owner (*musta'jir*).¹⁶

From the perspective of the pillars and conditions of *ijārah*, both parties involved in the contract (*'āqid*) fulfill the legal capacity requirement, as both the employer and the worker are of legal age and possess sound judgment.¹⁷ The *ṣighab* (offer and acceptance) is executed orally through a simple agreement concerning the wage and payment method. The wage (*ujrah*) is explicitly agreed upon from the outset, set at Rp100,000 per ton of dried paddy, although in practice, payment is often delayed until the paddy is fully dried or sold in the market.¹⁸ This delay violates the principles of *shari'ah*, as Islamic jurisprudence (*fiqh al-mu'amalah*) emphasizes that wages must not only be clear in amount but also paid on time, as stated in the Hadith: "Give the worker his wage before his sweat dries." (Narrated by Ibn Mājah).¹⁹

From the perspective of the benefits of the contract, the *ijārah* agreement brings advantages to both parties. The worker benefits from the clarity of the wage amount, the opportunity to receive an advance (*kasbon*) in case of urgent needs, and flexible working hours.

¹² Interview with Mrs. Ropiah, Rice Dryer, Pruwatan Village, Bumiayu District, Brebes Regency, July 29, 2025.

¹³ Interview with Mr. Ajir and Mr. Isro, Rice Dryers, Pruwatan Village, Bumiayu District, Brebes Regency, July 29, 2025.

¹⁴ Interview with Mrs. Ningsih, Rice Mill Owner, Pruwatan Village, Bumiayu District, Brebes Regency, July 29, 2025.

¹⁵ Interview with Mr. Ajir, Rice Dryer, Pruwatan Village, Bumiayu District, Brebes Regency, July 29, 2025.

¹⁶ Interview with Mrs. Ropiah, Rice Dryer, Pruwatan Village, Bumiayu District, Brebes Regency, July 29, 2025.

¹⁷ Interview with Mr. Akso, Rice Dryer, Pruwatan Village, Bumiayu District, Brebes Regency, July 29, 2025.

¹⁸ Interview with Mrs. Aen, Rice Dryer, Pruwatan Village, Bumiayu District, Brebes Regency, July 29, 2025.

¹⁹ Abu 'Abdillah Muhammad bin Yazid Ibn Mājah, *Sunan Ibn Majah*, Kitāb al-Ruhūn, No. Hadis 2443.

Meanwhile, the rice mill owner benefits from more predictable labor costs and ensures the quality of the drying process. However, the delay in payment remains the primary weakness of this system, as it has the potential to disadvantage the worker.²⁰ Therefore, this practice requires improvement to align with the principles of justice in Islamic economic law.

Analysis of the Rice-Drying Wage System from the Perspective of Islamic Economic Law

In the practice of rice-drying labor in Pruwatan Village, the essential elements of the *ijārah* contract are fulfilled: the presence of contracting parties (*‘aqid*), the *ṣighah* (offer and acceptance), the object of the contract, which is the service of drying paddy, and the agreed-upon wage (*ujrah*). According to Islamic jurisprudence (*fiqh*), these four elements are necessary conditions for the validity of an *ijārah* contract. Interviews with one of the rice mill owners revealed that the agreement was made orally without a written contract, but it was understood and agreed upon by both parties.²¹

Concerning the wage (*ujrah*) conditions, Islamic law requires clarity in the nominal value, the permissibility of the payment method, and a definite payment time.²² In practice, the wage is set at Rp100,000 per ton of dried paddy. This indicates clarity in the wage amount from the outset of the work.

However, in terms of implementation, wage payments are often made after the paddy is sold, leading to delays. This is not entirely consistent with *shari‘ah* principles, which encourage the payment of wages immediately after the work is completed. The Prophet Muhammad (peace and blessings be upon him) said: “Give the worker his wage before his sweat dries.”²³ Some workers have expressed an understanding of this situation but still feel aggrieved when the payment is delayed for an extended period.²⁴

From the perspective of Islamic wage principles, the applicable conditions should ensure justice, mutual consent, and transparency. Interviews with rice-drying laborers indicated that, in general, they accept the piece-rate system but expect more timely payments for greater fairness. Thus, it can be concluded that while the practice is valid in terms of the contract, improvements in transparency and payment timeliness are needed to better align with Islamic economic law.

Conclusion

Based on the results of the study and analysis of the rice-drying wage system in Pruwatan Village, Bumiayu Subdistrict, Brebes Regency, it can be concluded that the wage system in practice generally meets the requirements of the *ijārah* contract in Islamic economic law, although there are still several aspects that are not fully in compliance.

From the perspective of the pillars of *ijārah*, this practice fulfills the elements of the contracting parties (*mu‘jir* and *ajir*), the object of the contract (*ma‘qūd ‘alaih*), which is the service of drying paddy, and the *ṣighah* (offer and acceptance) in the form of a work agreement. However, regarding the element of *ujrah* (wage), there is a weakness, particularly related to the timing of payment. While the amount and form of the wage are clearly agreed upon from the outset, payment is often delayed until the paddy is sold. This condition makes the contract imperfect (*fāsid*), as one of the core requirements for clarity in the wage element is not fully met.

²⁰ Interview with Mrs. Ningsih, Rice Mill Owner, Pruwatan Village, Bumiayu District, Brebes Regency, July 29, 2025.

²¹ Interview with Mr. Kursin, Rice Mill Owner, Pruwatan Village, July 29, 2025.

²² Abdul Rahman Ghazaly, *Fiqh Muamalat* (Jakarta: Kencana, 2010), hlm. 65.

²³ Hadith narrated by Ibn Mājah, No. 2443.

²⁴ Interview with Mrs. Aen, Rice Drying Worker, Pruwatan Village, July 29, 2025.

From the perspective of the validity conditions of *ijārah*, the rice-drying wage practice fulfills the criteria that the wage must be an asset (*māl mutaqaanwin*), halal, and its amount must be determined from the beginning. The payment system uses cash, separate from the object of work, thus avoiding *gharar* and the potential for *ribā*. However, weaknesses remain in terms of payment timeliness, which, in some cases, is not made immediately after the work is completed.

From the perspective of Islamic wage principles, the rice-drying wage system reflects the principle of justice (*al-'adālah*) because the wage is proportionate to the amount of work completed; the principle of clarity (*al-nudhbūh*) because the wage amount is agreed upon from the start; and the principle of mutual consent (*tarādī*) because there is a voluntary agreement between the worker and employer. The work of drying paddy is also in line with the principle of *compliance with shariah*, as it is a permissible (halal) occupation. However, the principle of timely wage payment has not been fully implemented according to the guidance of the Hadith of the Prophet, although efforts have been made to address this through the *kasbon* (advance) mechanism.

Thus, the rice-drying wage practice in Pruwatan Village can be considered valid in terms of the contract, but it still contains an element of *fāsīd* due to the weakness in the timeliness of wage payments. Therefore, although it is close to the principles of Islamic economic law, this practice requires improvements, particularly in the aspect of payment timeliness, to fully reflect the values of justice, certainty, and blessings as intended by Islamic law.

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