

A Vision of the Work Environment Under the Islamic State in the Light of Shariah Rulings Related to the Employment of a Worker

In the period of the implementation of Shariah Law, for centuries, the Muslim World led the world in the arenas of industry, trade and agriculture. One of the keys to this prosperity was the implementation of the Shariah rulings regarding the worker, whether he was working in manufacturing to improve industry, working as a wakeel (representative) for trade, or working upon cultivation of agricultural land.

The Shariah rulings regarding the worker are not detached from accountability on the Day of Judgement. The Muslims in the era of the Islamic State were aware of the divine evidences from the Noble Quran and Sunnah, which governed their behavior regarding employment. The societal environment, including the work environment, was not like that under the secular laws within the current Muslim states, which are detached from accountability before Allah (swt), Al-Aleem (All-Knowing), Whose knowledge encompasses every action of man, large or small, good or evil.

Shariah rulings are from Allah (swt), Who is Al-Hakeem (Most Wise), before whom the collective wisdom of humanity is nothing. So, Shariah rulings are superior to the capitalist laws that exploit the workers to the point that wages are often below the benefit that they provide the employer, whilst they are made to work beyond their ability and payment of their salaries are delayed. Even the adoption of labor laws did not end the misery of workers, as they too are from the limited minds of human beings. They placed burdens on the employers regarding the subsistence of the employees, which are in fact responsibilities of the state.

A brief review of the Shariah rulings related to employment give the Muslims a vision of the work environment under Islamic governance; may we see it soon by the Permission of Allah (swt):

Firstly: The ability to employ others is a blessing from Allah (swt) and not a favor to the employee. Allah (swt) said, **«أَهُمْ يَقْسِمُونَ رَحْمَتَ رَبِّكَ نَحْنُ قَسَمْنَا بَيْنَهُمْ مَعِيشَتَهُمْ فِي الْحَيَاةِ الدُّنْيَا وَرَفَعْنَا بَعْضَهُمْ فَوْقَ بَعْضٍ دَرَجَاتٍ لِّيَتَّخِذَ بَعْضُهُمْ بَعْضًا سُلُوفًا»** **“Do they apportion the mercy of your Lord? It is We who apportion between them their livelihood in this world, and We raised some of them above others in ranks so that some may employ others in their work.”** [TMQ Az-Zukhruf:32]. It is Allah (swt) Who grants rizq (sustenance), and He has blessed the employer with more than others. This knowledge humbles the employer, if he is pious. It makes him gentle in dealing with his employees, rather than adopting the manner of a slave-owner. He is also mindful that Allah (swt) may withhold blessings from him at any time.

Secondly: The essence of the employment contract is a benefit provided by the employee for which he has a right for compensation from the employer. Ibn Shihab narrated that Urwah ibn Az-Zubair said that Aisha (ra), the mother of the believers said, **«اسْتَأْجَرَ رَسُولُ اللَّهِ وَأَبُو بَكْرٍ رَجُلًا مِنْ بَنِي الدَّيْلِ هَادِيًا خَرِيْثًا وَهُوَ عَلَى دِينِ كُفَّارٍ فَرِيْشٌ فَدَفَعَا إِلَيْهِ رَاحِلَتَيْهِمَا وَوَعَدَاهُ غَارَ ثَوْرٍ بَعْدَ ثَلَاثِ لَيَالٍ بِرَاحِلَتَيْهِمَا صَبْحَ ثَلَاثٍ»** **“The Messenger of Allah ﷺ and Abu Bakr hired a man from Bani ad-Deel as an experienced guide when he was of the same religion as the kuffar of Quraish. They handed to him their two female riding camels, and fixed an appointment with him to meet them at the cave of Thawr after three nights, at the morning of the third night with their two camels.”** Hiring (Ijarah) is the granting of ownership of a benefit from the employee to the employer, and the granting of ownership of wealth from the employer to the employee; thus, it is a contract over a benefit in exchange for compensation.

Thirdly: The wage for the hire must be known—whether through direct observation or a description that eliminates uncertainty. This is because the Prophet (saw) said, **«إِذَا اسْتَأْجَرَ أَحَدُكُمْ أَجْرَهُ»** **“Whoever hired a person he has to inform him about his wage.”** The compensation for the hire may take the form of cash or non-cash assets, property, or a benefit; indeed, anything permissible as a price in a sale is permissible as compensation for hire, provided it is clearly defined. If it is undefined, the employment contract is not valid (صحيح sahih). It is also permissible to hire a worker in exchange for food and clothing, or to provide a

wage in addition to food and clothing. Allah (swt) said, ﴿وَعَلَى الْمَوْلُودِ لَهُ رِزْقُهُنَّ وَكِسْوَتُهُنَّ بِالْمَعْرُوفِ﴾ **“And upon the father of the child is the provision for them, those women who nurse, and their clothing according to the norm (bil-ma’roof).”** [TMQ Surah Al-Baqarah: 233]. Thus, Allah (swt) stipulated that the wet-nurse be provided with financial maintenance and clothing in exchange for breastfeeding. If this is permissible for a wet nurse, it is likewise permissible for others, as the arrangement constitutes a contract of hire—making it an issue (mas’alah) falling under the issues of hiring.

Fourthly: The assessment of the wage is based on the benefit that the worker provided the employer. Unlike socialism, wage assessment is not tied to the value of the product that his work produces. If wages were to be dictated by prices, it would effectively grant the employer control over the worker, allowing the employer to arbitrarily raise or lower wages based on market price fluctuations—a practice that is not allowed in Shariah Law. Unlike capitalism, the wage is not tied to achieving sufficiency in his subsistence for food, clothing and shelter. If the prices of necessities were to dictate the wage, it would effectively make the employer responsible for guaranteeing the worker’s subsistence; yet, ensuring an individual’s subsistence is part of the state’s Shariah obligation in guardianship of its citizens’ affairs, not the employer’s Shariah obligation.

In case of dispute over the wage assessment, reference is made to the equivalent wage. So, if the wage was not defined at the time of the contract, and if the employer and the employee then dispute over the wage, then the equivalent wage is adopted. The equivalent wage is adopted by Shariah analogy (قياس qiyas) with the disputed dowry (mahr), which is decided by referring it to the equivalent dowry if it was not mentioned before, or if a dispute over the named amount occurred. This is due to what was narrated by al-Nisai and al-Tirmidhi, and he said it is hasan sahih, «عَنْ ابْنِ مَسْعُودٍ أَنَّهُ سُئِلَ عَنْ رَجُلٍ تَزَوَّجَ امْرَأَةً وَلَمْ يَفْرِضْ لَهَا صَدَاقًا وَلَمْ يَدْخُلْ بِهَا حَتَّى مَاتَ فَقَالَ ابْنُ مَسْعُودٍ لَهَا مِثْلُ صَدَاقِ نِسَائِهَا لَا وَكَسَ وَلَا شَطَطَ وَعَلَيْهَا الْعِدَّةُ وَلَهَا الْمِيرَاثُ فَقَامَ مَعْلٌ بَنُ سِنَانَ الْأَشْجَعِيِّ فَقَالَ قَضَى رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ فِي بَرُوعِ بِنْتِ وَاشِقٍ امْرَأَةً مِنْهُ مِثْلَ الَّذِي قَضَيْتَ فَفَرِحَ بِهَا ابْنُ مَسْعُودٍ» **“that ‘Abdullah ibn Mas’oud (ra) was asked about a man who passed away before consummating marriage with a woman, whom he had married without naming the dowry. He said, “She deserves the dowry of her equivalent woman, no more or less, and she has to do the Iddah (waiting period) and she deserves to inherit from him.” Then Ma’qal ibn Sinan Al-Ashja’i stood and said, “The Prophet ﷺ has judged upon Barwa’a, daughter of Washiq one of our people, as you judged” and so ibn Mas’oud became happy at that.”** The meaning of saying that she deserved the dowry of her equivalent women means a dowry identical to the dowry of equivalent women. So Shariah obliged giving the equivalent dowry to the one whose dowry was not named. The same judgement is given in the case where a dispute occurs over the named dowry. Since the dowry is a required recompense in the marriage contract, then the required recompense of any contract is considered analogous to it, ignoring the exchange for this recompense irrespective of whether it is money such as in sales, or benefit or effort such as in employment, or a gift such as in the contract of marriage.

Fifthly: Islam commands the immediate payment of workers. Unfortunately, due to the prevalence of capitalism, many workers have their salaries delayed for weeks and even months. In Shariah Law, once the contract for work is concluded, the worker becomes entitled to the wage by virtue of the agreement itself; however, payment is not due until the work is completed, at which point it must be handed over immediately, in accordance with the words of the Prophet (saw) in the Hadith Qudsi, «قَالَ اللَّهُ عز وجل ثَلَاثَةٌ أَنَا خَصْمُهُمْ يَوْمَ الْقِيَامَةِ رَجُلٌ أَعْطَى بِي ثُمَّ غَدَرَ وَرَجُلٌ بَاعَ حُرًّا فَأَكَلَ ثَمَنَهُ» **“Allah azza wa jalla said, ‘I will be the opponent of three types of people on the Day of Judgement: A man who gave a word in My name then he deceived, a man who sold a free person and devoured his price, and a man who hired a worker where he received the work from him in full and did not give him his wage,’”** (Narrated by Bukhari from Abu Hurairah).

Sixthly: It is not allowed to demand of the worker work that is beyond his capacity, which is again a common malpractice in the Muslim World under secular, man-made law. The threat of dismissal is used to demand excessive work that harms the mental and physical health of workers. Allah (swt) said, ﴿لَا يَكْتِفِ اللَّهُ نَفْسًا إِلَّا وَسْعَهَا﴾ **“Allah burdens not a person beyond his scope.”** [TMQ Surah Al-Baqarah: 286]. The Prophet (saw) said, «إِذَا أَمَرْتُكُمْ بِأَمْرٍ فَأَتُوا مِنْهُ مَا اسْتَطَعْتُمْ» **“If**

I commanded you of something, do of it as much as you are able", as narrated by Bukhari and Muslim from Abu Hurairah. The worker must not be asked to undertake effort, except that which is within his ordinary capacity.

Seventhly: Islam forbids hiring workers on the condition of taking a portion of their set wage, or appointing a supervisor who takes a cut from their salary, is impermissible because it constitutes usurping their rightful compensation. Abu Dawud narrated from Abu Sa'eed al-Khudri that the Messenger of Allah (saw) said, Abu Dawud narrated from Abu Sa'id al-Khudri that the Prophet (saw) said, «إِيَّاكُمْ وَالْقَسَامَةَ قَالَ فَقُلْنَا وَمَا الْقَسَامَةُ؟ قَالَ الشَّيْءُ يَكُونُ بَيْنَ النَّاسِ فَيَنْتَقِصُ مِنْهُ» **“Beware of the usurping apportionment (Al-Qusaamah).”** We said, ‘O Messenger of Allah, what is the apportionment?’ He said, ‘A matter agreed among people, but a part is reduced of it.’” In another narration from Ataa, the Prophet (saw) said, «الرَّجُلُ يَكُونُ عَلَى الْفَنَامِ مِنَ النَّاسِ فَيَأْخُذُ مِنْ حَظِّ هَذَا وَحَظِّ هَذَا» **“That a person is in control over a group of people so he takes from their shares.”** So, if a contractor agrees with someone to bring one hundred workers at one dinar each, but pays them less than one dinar, it is impermissible because the agreed rate is a designated wage for each worker.

Eighthly: For a hiring to be valid, the benefit must be permissible; it is not allowed to hire someone for a service that is forbidden. Thus, it is not permissible to hire a worker to transport alcohol for a purchaser, to press it, or to transport swine or carrion. Al-Tirmidhi narrated from Anas bin Malik (ra), who said,, «لَعَنَ رَسُولُ اللَّهِ فِي الْخَمْرِ عَشْرَةَ عَصْرَهَا وَمُعْتَصِرَهَا وَشَارِبَهَا وَخَامِلَهَا وَالْمُحْمَلَةَ إِلَيْهِ» **“The Messenger of Allah ﷺ cursed ten types of people regarding alcohol: its presser, the one who asks for it to be pressed, its drinker, its carrier, the one to whom it is carried, the one who serves it, its seller, the one for whom it is sold, its purchaser and the one for whom it is purchased.”** A contract of hire is not valid for any work involving riba (interest), because it constitutes hiring for a forbidden benefit, and because Ibn Majah narrated—via Ibn Mas'ud (ra), about the Prophet (saw) that, «أَنَّهُ لَعَنَ أَكْلَ الرِّبَا» **“that the Prophet ﷺ cursed the one who takes riba (interest), his agent, its scribe and two witnesses.”**

Ninthly: The Islamic state is not just for Muslims, it is also for the protected non-Muslim citizens. The Muslims can hire non-Muslims and can also be hired by non-Muslims. A Muslim may hire a non-Muslim for any task whatsoever; this is based on the action in Sunnah of the Messenger (saw) and the Unanimous Consensus of the Companions (ra) regarding the hiring of non-Muslims for permissible work, including state functions requiring hired labor. The Messenger (saw) hired a Jewish scribe and another Jew as a translator; Al-Bukhari recorded in his Sahih that the Messenger (saw) hired a mushrik (polytheist) to guide him along the way, and that Abu Bakr (ra) and Umar (ra) hired Christians for financial accounting. Just as a Muslim may hire a non-Muslim, a Muslim may also hire out his own services to a non-Muslim to perform work that is not forbidden (haraam). Forbidden work, however, is not permissible, regardless of whether the employer is Muslim or non-Muslim.

O Muslims and their ulema!

Our Deen is indeed a complete way of life. It gives details on the employment contract that change our work environment radically. We must be aware of our Deen and increase the general awareness amongst Muslim through Dawah. And we must strive for the implementation of the Deen as a ruling governance in our collective affairs, so that we are free from the oppression of capitalism.

So let us learn from the shebaab (members) of Hizb ut Tahrir and strive with them in good deeds until Allah (swt) grants His nasr with the establishment of the Khilafah Rashidah (Rightly-Guided Caliphate) on the Method of the Prophethood.

**Written for the Central Media Office of Hizb ut Tahrir by
Musab Umair – Wilayah Pakistan**