

Standardisation of Work Agreement between Indonesian Fisheries Crew and Foreign Companies

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Modern slavery of fisheries crews in fishing industry is not new in Indonesia. One of the cases is the enslavement of Indonesian fisheries crews on the Long Xing 629 ship. The problem of slavery that befell the crew of the ship had arisen since the recruitment process, therefore it requires the standardisation of labour inspection and government firmness to implement the agreement on standardisation that is made between prospective Indonesian fisheries crews and foreign companies wishing to employ them. Based on these problems then this research aims to analyse how standardisation of work agreements between prospective Indonesian fisheries crews and foreign companies is carried out, and to test whether the work agreement between prospective Indonesian fisheries crews and foreign companies is in accordance with the standardisation in International Law and Indonesian national law. The research method used in this research is normative juridical method. The results of this research indicate that standardisation of work agreement between Indonesian fisheries crews and foreign companies is regulated in some conventions and national regulations. The terms of the work agreement for the fisheries crews must contain the identity of the fisheries crews, the amount of wages, facilities, accommodation for the fisheries crews on the ship, working conditions for the fisheries crews, rest periods, days off, and annual leave, and the placement of workers in accordance with the agreement that has been signed. Based on The Verdict No. 100/Pid.Sus/2020/PN Tgl. and the Verdict No. 22/Pid. Sus /2021/PN Tgl., which discusses the court process of Ki Agus Muhammad Firdaus and Muammar Kadafi, it shows that Indonesian fisheries crews are placed in work that is not in accordance with the agreed and signed work agreement and is not up to standard.

KEY WORDS

- ~ Standardisation of work agreement
- ~ Foreign companies
- ~ Fisheries crew
- ~ Modern slavery
- ~ Long Xing 629 ship
- ~ International law
- ~ National law
- ~ C-188 convention

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1. INTRODUCTION

In Indonesia, the crime of slavery in the fishing industry is nothing new.¹ The occurrence of modern slavery involving the fisheries crews is inseparable from the fact that Indonesia has a high population growth causing a problem with the economic conditions of the Indonesian people. This forces them to improve their economic life by making various efforts to get a job. The suboptimal level of legal protection causes more and modern modern slavery cases to the fisheries crews. The lack of training and language skills, and also the lack of safety standards for fisheries crews, make fisheries crews vulnerable to forced labour and human trafficking.² One example of modern slavery for ship crew is the death of Sepri, Alfatah, and Ari. They are the Indonesian fisheries crews on the Chinese-flagged Long Xing 629 ship, their bodies found floating in the Korean sea. According to the confession of a ship crew member with the initials RF (Rizky Fauzan,) who was on the same ship with the deceased, when working they were often treated inhumanely, such as long hours of work that the fisheries crews had to stand for thirty hours or more all day in order to catch fish. They were given expired food, they even drank distilled sea water which smelled of iron.³ Appropriate food and drinks were only for sick fisheries crew members and ship officers. In fact, they often got violent treatment. However, they could not resist because they were bound by a work agreement with the manning agency that had been signed, also threatened with work sanctions from the company. Based on the claims of the Long Xing 629 ship, the disposal of the bodies had been approved by the fisheries crews and fisheries crews denied it, as confirmed by RF (Rizky Fauzan). This action is against the law and the parties of the Chinese ship lied in their statement.⁴

The right to work and the rights in work are not only a socio-economic right, but also a fundamental human right.⁵ This is stated in article 27 paragraph (2) of the 1945 Constitution of the State of the Republic of Indonesia (UUDNRI 1945), that each national shall be entitled to proper occupation and livelihood, as well as to humane treatment.⁶ In a job, there is a relationship between the company and the workers. The workers will carry out their obligations at work and they will also get rights in the form of a salary according to their profession to buy various basic needs in order to live properly. The professions that Indonesian citizens hold are very diverse, both domestically and abroad. Indonesia is an archipelagic country that has thousands of islands and parts of its territory are waters, therefore there are various kinds of jobs available in Indonesia, one of them being in the marine sector, for example the fisheries crews, both working in the territorial sea or the high seas.

Various maritime activities require sea transportation which consists of the parties who manage the capital on the ship, also managing the running of the ship. The parties consist of the companies and the fisheries crews as the workers who work for the company concerned. In this paper, researchers will focus on studying ship fisheries crews, which means the ship's crew other than the captain. The ship's crew consists of two groups, namely the officer group and the fisheries crews group, both of them being are recorded in the ship's initial certificate. The ship's initial certificate is a list which contains the names of the ship's officers and the fisheries

¹ International Organization of Migration, 2016, *Laporan Mengenai Perdagangan Orang, Pekerja Paksa, dan Kejahatan Perikanan dalam Industri Perikanan di Indonesia*, Jakarta Selatan, page 30, can be accessed online at KKP <https://kkp.go.id> › 2017/01PDF.

² International Labour Organization, *Forced Labour and Human Trafficking in Fisheries*, can be accessed online at <https://www.ilo.org/global/topics/forced-labour/policy-areas/fisheries/lang-en/index.htm>.

³ Kompas.com, 2020, *Derita ABK Indonesia di Kapal Asing, Jam Kerja Tak Manusiawi*, can be accessed online at https://money.kompas.com/read/2020/05/09/095315526/derita-abk-indonesia-di-kapal-asing-jam-kerja-tak-manusiawi?page=all&jxconn=1*ysqmbv*other_jxampid*NnRka25ZSUZqYVfXTFZXVIBBRHhHemdwaEZmUVM2SIBYSGNGUIZjTWFBMU NFcGlzdHdqWIGNUxRcVJoeFBtVQ..#page.

⁴ Collaborative Webinar of Kumparan, IOJI and BP2MI entitled Seeking Justice for Victims of Human Trafficking on Foreign Fishing Vessels, July 28, 2020, can be accessed online at <https://youtube.com/GYBAJYnfCgl>.

⁵ Nurul Chotidjah, 2003, "Perlindungan Hak Asasi Manusia Mengenai Hak-Hak Ekonomi, Sosial dan Budaya Kaitannya dengan Lingkungan Hidup", *Jurnal Ilmu Hukum Litigasi*, No. 3, Vol. 4.

⁶ Iskandar Zulkarnaen, 2015, *Human Trafficking dalam Perspektif Yuridis dan Sosiologis Kemasyarakatan*, Yogyakarta, Deepublish Publisher, page. 2.

crews.⁷ The current problem with ship fisheries crews is a large number of cases of modern slavery, using the method of being recruited as migrant crews in the fisheries sector.⁸

Labour rights abuses in fisheries appear to be widespread in various countries, in many cases meeting the definition of modern slavery.⁹ Many fisheries are trapped at sea by inhumane actions.¹⁰ Slavery is essentially an expression of power by the superior class over the inferior class through acts of violence and exploitation.¹¹ Modern slavery includes a range of exploitative practices, such as child labour, human trafficking, also various forms of forced labour.¹² Modern slavery is a complex and often hidden crime that crosses borders, sectors, and jurisdictions.¹³ It is estimated that around 40.3 million people are victims of modern slavery.¹⁴ The practice of modern slavery with the highest levels is in the South and Central regions of Asia and Sub-Saharan Africa.¹⁵

The exploitation of migrant workers in the fisheries sector is getting worse and is attracting attention among activists and scholars, especially in Asian fisheries.¹⁶ Many countries have enacted laws and ratified international treaties to outlaw the practice of slavery, such as enacting the national slavery laws and signed international human rights treaties, including Indonesia. The issue of the strength of regulations and the enforcement is a key factor that can influence the level of slavery that occurs.¹⁷ In general, the types of exploitation that the fisheries crews seem to be experiencing are forced labor, unpaid salaries, working without a contract, and working long hours.¹⁸

There is increasing international concern over working and living conditions of crew on fishing vessels, especially those that spend months at sea in international waters.¹⁹ The slavery issues that befall the fisheries crews are often difficult to handle because they collides with cross jurisdictional and cross agency interests. But actually, this issue has arisen since the recruitment process, therefore the governments have to seriously monitor the recruitment process and work agreements between the companies and the fisheries crews.²⁰ According to this description, it is necessary to standardise work agreements made between prospective fisheries crews and the company in order to protect the fisheries crews from modern slavery and to analyse

⁷ Reynold Hutagalung, 2019, *Perbudakan Modern Anak Buah Kapal Ikan (ABKI) Asal Indonesia : Penanganan Tindak Pidana Perdagangan Orang Dalam Perspektif Kepolisian*, Depok, LKPS, page. Xxi.

⁸ Tribun News, 2020, *Kasus Perdagangan Orang Bermodus ABK Marak, LPSK: Kami Telah Beri Perlindungan 228 Orang Sejak 2013*, can be accessed online at <https://www.tribunnews.com/nasional/2020/06/16/kasus-perdagangan-orang-bermodus-abk-marak-lpsk-kami-telah-beri-perlindungan-228-orang-sejak-2013>.

⁹ David Tickler, et al., 2018, "Modern Slavery and the Race to Fish", *Nature Communications*, No 1 Vol 9. DOI: 10.1038/s41467-018-07118-9

¹⁰ Chris Wold, 2020, "Slavery At Sea: Forced Labor, Human Rights Abuses, and the Need for the Western and Central Pacific Fisheries Commission To Establish Labor Standards for Fishing Crew", *Wisconsin International Law Journal*, No. 3, Vol. 39, <https://repository.law.wisc.edu/s/uwlaw/media/303249>

¹¹ Christina Stringer, et al., 2022, "Modern Slavery and the Governance of Labor Exploitation in the Thai Fishing Industry", *Journal of Cleaner Production*, Vol. 371, DOI: <https://doi.org/10.1016/j.jclepro.2022.133645>

¹² Donella Caspersz, et al., 2022, "Modern Slavery in Global Value Chains: A Global Factory and Governance Perspective", *Journal of Industrial Relations, Australian Labour and Employment Relations Association (ALERA) 2022 SAGE Publications Ltd*, No. 2, Vol. 64, DOI : 10.1177/00221856211054586

¹³ Benny Irawan, et al., 2024, "State Responsibility and Strategy in Preventing and Protecting Indonesian Fisheries Crews Working on Foreign Fishing Vessels from Modern Slavery", *Australian Journal of Maritime and Ocean Affairs*, DOI: <https://doi.org/10.1080/18366503.2024.2333107>

¹⁴ Yazan Alzoubi, et al., 2023, "Modern Slavery in Projects: A Systematic Literature Review and Research Agenda", *Sage Journals*, Issue 3, Vol. 54, DOI: <https://doi.org/10.1177/87569728221148158>

¹⁵ David Brown, et al., 2021, "Modern Slavery, Environmental Degradation and Climate Change: Fisheries, Field, Forests and Factories", *Sage Journals*, No 2, Vol. 4, DOI: 10.1177/2514848619887156

¹⁶ Melissa Marschke and Peter Vandergeest, 2023, "Migrant Workers in Irish Fisheries: Exploring the Contradictions Through the Lens of Racial Capitalism", *Global Social Challenges Journal*, No 2, Vol. 2, DOI: <https://doi.org/10.1332/27523349Y2023D000000003>

¹⁷ Chen Han, et al., 2024, "Modern Slavery in Supply Chains: A Systematic Literature Review", *International Journal of Logistics Research and Applications: A Leading Journal of Supply Chain Management*, Taylor & Francis Group, No 7 Vol 27, DOI : <https://doi.org/10.1080/13675567.2022.2118696>

¹⁸ U.S. Department of State, 2018, *Trafficking in Persons Report*, can be accessed online at <https://www.state.gov/reports/2018-trafficking-in-persons-report/>.

¹⁹ Penelope J. Ridings, Labour Standards on Fishing Vessels: A Problem In Search of A Home?, can be accessed online at <https://search.informit.org/doi/abs/10.3316/agispt.20220602067919>.

²⁰ Tirto.id, 2020, *Perdagangan Orang Terhadap ABK Sudah Dimulai dari Proses Rekrutmen*, Juli 2020, can be accessed online at <https://tirto.id/perdagangan-orang-terhadap-abk-sudah-dimulai-dari-proses-rekrutmen-fUCr>.

whether the work agreement between prospective Indonesian fisheries crews and the foreign company is in accordance with International Law and Indonesian national law.

2. METHODS

The approach method that is used in this research is the normative juridical method, supported by empirical juridical research. Normative juridical method is a research method that investigates matters relating to law.²¹ Normative legal research focuses on legal norms within international and national laws, employing a statutory approach.²² Primarily sources of legal research are obtained from statutory documents and literary documents (books, journals, reports, and internet sources).²³ Normative legal research seeks to uncover the philosophical underpinnings, official standards, and structures that govern specific issues.²⁴

In more detail, laws that originate from secondary data such as conventions, laws, or other written laws will be reviewed.²⁵ The conventions used for examining this case are:

1. Work In Fishing Convention, 2007 (No. 188) Concerning Work in the Fishing Sector;
2. Forced Labour Convention, 1930 (No. 29) Concerning Forced or Compulsory Labour;
3. Labour Inspection Convention, 1947 (No. 81) Concerning Labour Inspection in Industry and Commerce;
4. Employment Service Convention, 1948 (No. 88) Concerning the Organisation of the Employment Service;
5. Abolition of Forced Labour Convention, 1957 (No. 105) Concerning the Abolition of Forced Labour;

The national laws and regulations used are the following:

1. Law No. 18 of 2017 concerning Protection of Migrant Workers
2. Government Regulation no. 22 of 2022 concerning the Placement and Protection of Migrant Commercial fisheries crews and Migrant fisheries crews.
3. Regulation of the Minister of Marine Affairs and Fisheries of the Republic of Indonesia Number 33 of 2021 on Fishing Logbook, Monitoring on Board Fishing Vessels and Fish Transport Vessels, Inspection, Testing and Marking of Fisheries Vessels, as well as Governance on the Manning of Fisheries Vessels
4. Government Regulation no. 22 of 2022 concerning the Placement and Protection of Migrant Commercial fisheries crews and Migrant fisheries crews.
5. Regulations of the Minister of Transportation No. 59 of 2021 Concerning Implementation of Service Business Related to Transportation in Waters
6. Law No. 13 of 2003 Concerning Manpower.

The empirical juridical methods are often synonymous with field research that uses primary data.²⁶ As in this research, the interview method conducted with some experts of international law of the sea, and the Director for Marine and Coastal Studies, Faculty of Law, Untirta, have been used. In this research, the authors will use the analytical descriptive method, that is describing the applicable laws and regulations associated with legal theories and the practice of implementing positive law concerning the issue of this research²⁷. It is the

²¹ Khikmatul Heny Masitoh, et al., 2017, "Pelaksanaan Perlindungan Hukum Bagi Awak Kapal Pada PT Pelayaran Nasional Indonesia (PELNI) Semarang", *Diponegoro Law Journal*, No. 1, Vol. 6, DOI: <https://doi.org/10.14710/dlj.2017.13884>

²² Belardo Prasetya Mega Jaya, et al., 2023. "Criticising the Implementation of the ACTIP in Southeast Asia", *Sriwijaya Law Review* No. 2, Vol 7, DOI: <http://journal.fh.unsri.ac.id/index.php/sriwijalayalawreview>.

²³ Suryani, et al., 2023, "Integration of Islamic Law in Regional Development in Indonesia." *JURIS (Jurnal Ilmiah Syariah)*, No. 1, Vol. 22, DOI: <https://doi.org/10.31958/juris.v22i1.8770>.

²⁴ Ridwan, et al., 2022, "The Implementation of General Principles of Convention on The Rights of The Child During Covid-19 Pandemic in The City of Serang", *Law Reform*, No. 1, Vol. 18, DOI: <https://doi.org/10.14710/lr.v18i1.44643>.

²⁵ Ariesta Wibisono Anditya, 2020, "Understanding the Restorative Idea of the Correctional Institution in Indonesia, Proceedings of the 2nd International Conference of Law", *Government and Social Justice* 2020. Vol. 499. DOI:10.2991/assehr.k.201209.335

²⁶ Depri Liber Sonata, 2014, "Metode Penelitian Hukum Normatif dan Empiris : Karakteristik Khas dari Metode Meneliti Hukum", *Fiat Justisia Jurnal Ilmu Hukum*, No. 1, Volume 8, page 30. DOI: <https://doi.org/10.25041/fiatjustisia.v8no1.283>.

²⁷ *Ibid.*, page 4.

standardisation of work agreements between prospective fisheries crews and the company in the case of modern slavery against the fisheries crews on the Long Xing 629 ship that we are particularly concerned with. This research uses qualitative research which looks at the data in depth, regarding both non-numeric and descriptive data.²⁸

3. RESEARCH RESULTS

3.1. Standardisation of Work Agreement between Prospective Indonesian Fisheries Crews and Foreign Companies

Based on the ILO report, every year there are around 24 thousand fatal ship accidents and 24 million non-fatal accidents, or 79 times higher than the overall rate of work accidents occurring in other work sectors. According to the International Maritime Organisation (IMO), in 2006, 80 percent of ship accidents occurred due to human error, and for the capture of fisheries industry, 7 percent of the total recorded accidents occurred. This is certainly one of the factors where the protection of fisheries crews must be given more attention and priority by the Indonesian Government.²⁹ According to the former Minister of Fisheries and Maritime Affairs of the Republic of Indonesia, Susi Pudjiastuti, fisheries crews aboard fishing vessels are vulnerable to slavery practices because there are no comprehensive protection mechanisms. Another problem that causes unclear legal protection for fisheries crews is the different delivery mechanisms for fisheries crews, from the institutional perspective to the applicable regulations. According to the National Destructive Fishing (DFW) Indonesia Coordinator, M. Abdi Suhufan, the mechanism of sending fisheries crews abroad is carried out through 5 (five) routes, namely:³⁰

1. Ministry of Transportation;
2. Ministry of Labour;
3. BNP2TIK;
4. Local government; and
5. Independent path through cooperation/business mechanisms.

Apart from the 5 (five) legal mechanisms of sending fisheries crews abroad, the proliferation of illegal ship crew agency businesses is also a cause of unclear legal protection for fisheries crews.³¹ In various cases of fisheries crews who were victims of the Crime of Human Trafficking (TPPO), the International Organisation for Migration (IOM) noted that 71% or 202 of 283 Indonesian fisheries crews were required to pay recruitment fees. 176 of the 202 people who paid the recruitment fee were required to sign a debt contract before departure, while the other 29 victims had to pay a recruitment fee of US\$2,000 - \$4,000 to the Manning agency. TPPO perpetrators also make various efforts to prevent victims from leaving the place of exploitation. This is done by withholding part or all of the salary, withholding the crew's seaman's book, or through debt bondage.³²

²⁸ Shanti Bhushan Mishra and Shashi Alok, 2017, *Handbook of Research Methodology*, New Delhi, India, page 3.

²⁹ Ony Surijono, et al., 2023, "Perlindungan Hukum Terhadap Anak Buah Kapal yang Bekerja Pada Pengusaha Perkapalan Nasional Ditinjau dalam Perspektif Hukum Ketenagakerjaan", *Indonesian Journal of Legality of Law*, No 5 Vol 2. DOI: <https://doi.org/10.35965/ijlf.v5i2.2676>

³⁰ Clara Indira, et al., "Kegagalan Perlindungan Hukum Bagi Awak Kapal Indonesia Sebagai Implikasi Dari Disharmonisasi Mekanisme Perekrutan Awak Kapal", *Universitas 17 Agustus 1945*, No 1, Vol 1, DOI: <https://conference.untagsby.ac.id/index.php/spsi/article/download/7/1/2>.

³¹ *Ibid.*

³² Indonesia Ocean Justice Initiative, 2020, "Perbaikan Tata Kelola Perlindungan ABK Indonesia Di Kapal Ikan Asing", Policy Brief.

3.1.1. Standardisation of Work Agreement between Prospective Fisheries Crews and the Company Wishing to Employ them based on International Law

Seafarers' Employment Agreement is regulated in some conventions, these are:

No	Convention	Concerning
1.	Work in Fishing Convention, 2007 (No. 188)	Concerning Work in the Fishing Sector
2.	Forced Labour Convention, 1930 (No. 29)	Concerning Forced or Compulsory Labour
3.	Labour Inspection Convention, 1947 (No. 81)	Concerning Labour Inspection In Industry and Commerce
4.	Employment Service Convention, 1948 (No. 88)	Concerning the Organisation of the Employment Service
5.	Abolition of Forced Labour Convention, 1957 (No. 105)	Concerning the Abolition of Forced Labour

Table 1. Seafarers' Employment Agreement

C-188 Convention is the international instrument regulating the protection to the fisheries crews. The purpose of this convention is to ensure that the fisheries crews have adequate conditions on the fishing vessels that meet the minimum requirements regarding employment aboard the ship, the working conditions, accommodation and food, protection of the safety and occupational health (K3), health care, and social security. Its provisions address all of these fields. C-188 Convention was validated on 14th June 2007 and entered into force in 2016. Thailand is one of 18 countries that have ratified ILO Convention No. 188 in 2019 and became the first country in Asia to ratify it.³³ C-188 Convention regulates the provisions in work agreements, along with the recruitment system as a form of protection for fisheries crews. Article 2 Paragraph (1) of the C-188 Convention states that this convention applies to all fishers and all fishing vessels engaged in commercial fishing operations.³⁴

Article 16 C-188 Convention regulates that fishers working on vessels flying its flag should have the protection of a fisher's work agreement that is comprehensible to them and is consistent with the provisions of this Convention, specifying the minimum particulars to be included in fishers' work agreements in accordance with the provisions contained in Annex II C-188 Convention.³⁵ Based on Annex II C-188 Convention, work agreements of the fisheries crews must contain the following information:

- (a) the fisher's family name and other names, date of birth or age, and birthplace;
- (b) the place and date on which the agreement was concluded;
- (c) the name of the fishing vessel or vessels and the registration number of the vessel or vessels on board which the fisher undertakes to work;
- (d) the name of the employer, or fishing vessel owner, or other party to the agreement with the fisher;
- (e) the voyage or voyages to be undertaken, if this can be determined at the time of making the agreement;
- (f) the capacity in which the fisher is to be employed or engaged;
- (g) if possible, the place and date on which the fisher is required to report on board for service;
- (h) the provisions to be supplied to the fisher, unless some alternative system is provided for by national law or regulation;
- (i) the amount of wages, or the amount of the share and the method of calculating such share if remuneration is to be on a share basis, or the amount of the wage and share and the method of calculating the latter if remuneration is to be on a combined basis, and any minimum wage agreed upon;

³³ ILO, 2021, *Peta Jalan Menuju Ratifikasi Konvensi ILO No. 188 Untuk Melindungi Nelayan Indonesia*, can be accessed online at https://www.ilo.org/jakarta/info/public/pr/WCMS_777047/lang--en/index.htm.

³⁴ Article 2 Paragraph (1) of the C-188 Convention.

³⁵ Annex II C-188 Convention.

- (j) the termination of the agreement and the conditions thereof, namely:
 - i. if the agreement has been made for a definite period, the date fixed for its expiry;
 - ii. if the agreement has been made for a voyage, the port of destination and that which has to expire after arrival before the fisher shall be discharged;
 - iii. if the agreement has been made for an indefinite period, the conditions which shall entitle either party to rescind it, as well as the required period of notice for rescission, provided that such period shall not be less for the employer, or fishing vessel owner, or other party to the agreement with the fisher;
- (k) the protection that will cover the fisher in the event of sickness, injury, or death in connection with service;
- (l) the amount of paid annual leave or the formula used for calculating leave, where applicable;
- (m) the health and social security coverage and benefits to be provided to the fisher by the employer, fishing vessel owner, or other party or parties to the fisher's work agreement, as applicable;
- (n) the fisher's entitlement to repatriation;
- (o) a reference to the collective bargaining agreement, where applicable;
- (p) the minimum periods of rest, in accordance with national laws, regulations, or other measures; and
- (q) any other particulars which national law or regulation may require.

In Article 18 C-188 Convention states that the fisher's work agreement, a copy of which shall be provided to the fisher, shall be carried on board and be available to the fisher and, in accordance with national law and practice, to other concerned parties on request.³⁶ Regarding wages for fisheries crews, it has been regulated in Article 23 C-188 Convention. It explains that each member, after consultation, shall adopt laws, regulations or other measures providing that fishers who are paid a wage are ensured a monthly or other regular payment.³⁷ Regarding the definition of forced labour, as explained in Article 2 Paragraph (1) Forced Labour Convention, 1930 (No. 29) Concerning Forced or Compulsory Labour. For the purposes of this Convention the term forced or compulsory labour shall mean all work or service which is exacted from any person under the menace of any penalty, and for which the said person has not offered himself voluntarily.³⁸ It means that if the worker is forced or gets a penalty in carrying out the work in which this forces the worker to carry out any work that they do not want, then it shall be considered forced labour.

The hours of rest for workers have also been regulated in Article 13 Paragraph (2) Forced Labour Convention, 1930 (No. 29) Concerning Forced or Compulsory Labour that a weekly day of rest shall be granted to all persons from whom forced or compulsory labour of any kind is exacted, and this day shall coincide, as far as possible, with the day fixed by tradition or customs in the territories or regions concerned.³⁹ It means that rest hours are the right of the workers that have to be fulfilled by the employer. The employer is obliged to provide one day of rest in one week according to local customs. Furthermore, there is a regulation on labour inspection under international law. It is contained in Article 1 of Labour Inspection Convention, 1947 (No. 81) Concerning Labour Inspection in Industry and Commerce, which states that each member of the International Labour Organisation for which this Convention is in force shall maintain a system of labour inspection in industrial workplaces.⁴⁰ In Article 2 Paragraph (1) of Labour Inspection Convention, 1947 (No. 81) Concerning Labour Inspection In Industry and Commerce, explains that the system of labour inspection in industrial workplaces shall apply to all workplaces in respect of which legal provisions relating to conditions of work and the protection of workers, while engaged in their work, are enforceable by labour inspectors.⁴¹

³⁶ Article 18 C-188 Convention.

³⁷ Article 23 C-188 Convention.

³⁸ Article 2 Paragraph (1) Forced Labor Convention, 1930 (No. 29) Concerning Forced or Compulsory Labor.

³⁹ Article 13 Paragraph (2) Forced Labor Convention, 1930 (No. 29) Concerning Forced or Compulsory Labor.

⁴⁰ Article 1 Labour Inspection Convention, 1947 (No. 81) Concerning Labour Inspection In Industry and Commerce.

⁴¹ Article 2 Paragraph (1) Labour Inspection Convention, 1947 (No. 81) Concerning Labour Inspection In Industry and Commerce.

The function of labour inspection has been regulated in Article 3 Paragraph (1) Letter (a) Labour Inspection Convention, 1947 (No. 81) Concerning Labour Inspection in Industry and Commerce, stating that the function of the labour inspection system is to secure the enforcement of the legal provisions relating to conditions of work and the protection of workers while engaged in their work, such as provisions relating to hours, wages, safety, health and welfare, the employment of children and young persons, and other connected matters, in so far as such provisions are enforceable by labour inspectors.⁴² The contents of Article 1, Article 2 Paragraph (1), and Article 3 Paragraph (1) Letter (a) Labour Inspection Convention, 1947 (No. 81) Concerning Labour Inspection, Industry and Commerce mean that every country that is a member of the International Labour Organisation (ILO) and thereby ratifying this convention, is obliged to establish a system of labour inspection which must be applied in all workplaces where statutory provisions can be enforced.⁴³ For example, in Indonesia, there are Directorate General of Labour Inspection and Occupational Safety and Health (Ditjen Binwasnaker and K3), Marine and Fisheries Ministry, Ministry of Labour, Department of Labour, and other relevant agencies. This is aimed at preventing the existence of slavery practices carried out by the employer, relating to wages, working hours, health and welfare, as well as other issues.

Furthermore, obligations of the manpower placement service agency have been regulated in Article 2 Employment Service Convention, 1948 (No. 88) Concerning The Organisation of The Employment Service, stating that the employment service shall consist of a national system of employment offices under the direction of a national authority.⁴⁴ This article explains that agencies that provide manpower placement services must be under the direction of an authorised agency in the country where the agency is established. In Indonesia, agencies responsible for supervising manpower placement activities, namely the Ministry of Transportation, the Ministry of Manpower, BP2MI, Marine and Fisheries Ministry, and also Ministry of Foreign Affairs. In Article 2 Abolition of Forced Labour Convention, 1957 (No. 105) Concerning the Abolition of Forced Labour explains the abolition of forced labour, according to which each member of the International Labor Organisation which has ratified this Convention undertakes to take effective measures to secure the immediate and complete abolition of forced or compulsory labour, as specified in Article 1 of this Convention.⁴⁵ If the implications of this article are analysed, it means that every country, being a member of ILO and having ratified this convention, must make efforts to abolish any kind of forced labor. These efforts primarily include the ratification of the conventions and decreeing national regulations on this matter.

3.1.2. Standardisation of Work Agreement between Prospective Fisheries Crew and the Company Wishing to Employ them based on National Law

C-188 Convention is very important, considering the many cases of slavery that have befallen the fisheries crews, one of the cases being the one on Long Xing 629 ship. Unfortunately, several countries have not yet ratified this convention, one of which is Indonesia, therefore this convention has not been applied in Indonesia. There are several advantages to be gained when ratifying the C-188 Convention, including the following: the flag countries that ratify this convention will receive an increase in the quality of working conditions for both workers who come from their native and from foreign countries; coastal and port countries that ratify this convention will improve the quality of life and workplace for fisheries crews who work on foreign-flagged ships, visiting ports or operating in coastal state waters; and fish-buying countries that ratify this convention will get guarantees that fish circulating in domestic markets is caught by fishing boats that do not violate the basic

⁴² Article 3 Paragraph (1) Letter (a) Labour Inspection Convention, 1947 (No. 81) Concerning Labour Inspection In Industry and Commerce.

⁴³ Article 1, Article 2 Paragraph (1), and Article 3 Paragraph (1) Letter (a) Labour Inspection Convention, 1947 (No. 81) Concerning Labour Inspection In Industry and Commerce.

⁴⁴ Article 2 Employment Service Convention, 1948 (No. 88) Concerning the Organisation of The Employment Service.

⁴⁵ Article 2 Abolition of Forced Labour Convention, 1957 (No. 105) Concerning the Abolition of Forced Labour.

rights of workers.⁴⁶ However, Indonesia has ratified some conventions related to the protection of the fisheries crews, being as follows:

NO	Convention	Year Ratified
1.	Forced Labour Convention, 1930 (No. 29) Concerning Forced or Compulsory Labor	Ratified in 1933 (Nederland staatsblad 1933 No: 26 jo 1933 No: 236) and entered into force for Indonesia with Indonesia staatsblad 1933 No: 261
2.	Labour Inspection Convention, 1947 (No. 81) Concerning Labour Inspection in Industry and Commerce	Ratified with Law on Ratification of ILO Convention No. 81 Concerning Labour Inspection in Industry and Commerce (No. 21/2003)
3.	Employment Service Convention, 1948 (No. 88) Concerning the Organisation of The Employment Service	Ratified with Presidential Decree No. 36 of 2002 Concerning Ratification of the ILO Convention No. 88 Concerning the Organisation of the Employment Service
4.	Abolition of Forced Labour Convention, 1957 (No. 105) Concerning the Abolition of Forced Labour	Ratified with Law on Ratification ILO Convention No. 105 Concerning the Abolition of Forced Labour (No. 19/1999)

Table 2. Indonesian Ratification

With the ratification of the five conventions, all provisions of the convention must be implemented and complied with, therefore all national arrangements relating to the standardisation of work agreements must conform to the convention. Standardisation of work agreements between prospective fisheries crews and the company wishing to employ has been regulated in some Indonesian national laws, which are the following:

No	Indonesian Law
1.	Regulation of the Minister of Marine Affairs and Fisheries of the Republic of Indonesia Number 33 of 2021 on Fishing Logbook, Monitoring on Board Fishing Vessels and Fish Transport Vessels, Inspection, Testing and Marking of Fisheries Vessels, As Well As Governance on the Manning of Fisheries Vessels (Regulation of the Minister of Marine Affairs and Fisheries of the Republic of Indonesia No. 33 of 2021)
2.	Law No. 18/2017 concerning Protection of Migrant Workers
3.	Government Regulation no. 22 of 2022 concerning the Placement and Protection of Migrant Commercial fisheries crews and Migrant fisheries crews (Government Regulation no. 22 of 2022)
4.	Law No. 13 of 2003 Concerning Manpower
5.	Regulation of the Minister of Transportation No. 84 of 2013 Concerning the Recruitment and Placement of fisheries crews (Regulation of the Minister of Transportation No. 84 of 2013) ⁴⁷
6.	Regulations of the Minister of Transportation No. 59 of 2021 Concerning Implementation of Service Business Related to Transportation in Waters (Regulations of the Minister of Transportation No. 59 of 2021)

Table 3. Indonesian Law

Work agreement between prospective fisheries crews and the company is an obligation that must be fulfilled by the parties who sign the agreement. It is regulated in Article 15 Paragraph (1) Law No. 18 of 2017 concerning Protection of Migrant Workers, stating that employment relationship between employer and Indonesian Migrant Worker occurs after the Employment Contract is agreed upon and signed by the parties.

⁴⁶ Surya Anom and Mas Nana Jumena, 2021, "Laporan Akhir Penelitian Dosen Madya (PDM) : Perlindungan Hukum Pada ABK (Anak Buah Kapal) WNI (Warga Negara Indonesia) di Kapal Ikan Asing (KIA) Menurut Konvensi ILO C-188 Tahun 2007", Universitas Sultan Ageng Tirtayasa, page 15.

⁴⁷ Putusan No. 22/Pid. Sus /2021/PN Tgl.

According to that regulation, there is not employment relationship between employer and Indonesian Migrant Worker before the work agreement has been agreed upon and signed by the parties.⁴⁸

The terms of the work agreement are regulated in Article 54 Law No. 13 of 2003 Concerning Manpower, requiring that a written work agreement shall at least include:

- a. The name, address and line of business [of the enterprise];
- b. The name, sex, age, and address of the worker/ labourer;
- c. The occupation or the type of job;
- d. The place where the job is to be carried out;
- e. The amount of wages and how the wages shall be paid;
- f. Job requirements stating the rights and obligations of both the entrepreneur and the worker/labourer;
- g. The date the work agreement starts to take effect and the period during which it is effective;
- h. The place and the date where the work agreement is made; and
- i. The signatures of the parties involved in the work agreement.

The terms of the work agreement are also regulated in Article 15 Paragraph (2) Law No. 18 of 2017 concerning Protection of Migrant Workers, which states that Employment Contract at least consists of name, profile, and complete address of Employer, name and complete address of Indonesian Migrant Worker, position or type of job of Indonesian Migrant Worker, rights and obligations of the parties, work conditions and terms of employment that cover work hours, wages and procedure of payment, rights to take leaves and break time, as well as the facilities and Social Security and/or insurances, time period of Employment Contract, and security and safety assurances for Indonesian Migrant Worker during working.

Regarding the rights that must be obtained by the fisheries crews on the ship, it is regulated in Article 6 paragraph (1) Law No. 18 of 2017 concerning Protection of Migrant Workers. It states that every prospective Indonesian Migrant Worker or Indonesian Migrant Worker has rights to:

- a. Get a job abroad and choose a job in accordance with their competencies;
- b. Get an access to self-improvement through education and job training;
- c. Get accurate information concerning labour market, placement procedures, and work conditions abroad;
- d. Get a professional and humane service, as well as non-discriminative treatment before, during, and after working;
- e. Worship in accordance with their own religion and belief;
- f. Receive wages in accordance with the wage standard that applies in the destination country and/or agreement between two countries and/or Employment Contract;
- g. Get legal protection and assistance for treatments that can demean human dignity in accordance with the legislation in Indonesia and in destination country;
- h. Get an explanation concerning the rights and the obligations as contained in Employment Contract;
- i. Get a communication access;
- j. Possess travel documents during working;
- k. Associate and socialise in destination country in accordance with the legislation in destination country;
- l. Get a safety and security protection for Indonesian Migrant Worker's repatriation to their hometown; and/or
- m. Get documents and Employment Contract of Prospective Indonesian Migrant Workers and/or Indonesian Migrant Worker.

Prohibition of Indonesian Migrant Worker placement on work that is not in accordance with the work agreement has also been stated in Article 71 Letter (a) Law No. 18 of 2017 concerning Protection of Migrant Workers, stating that every person is prohibited from placing Indonesian Migrant Workers on jobs that do not

⁴⁸ Article 15 Paragraph (1) Law No. 18/2017 concerning Protection of Migrant Workers.

match the Employment Contracts as agreed upon and signed by Indonesian Migrant Workers.⁴⁹ Standard rules that must exist in the agreement are also regulated in 42/PERMEN-KP/2016 Concerning Fishers' Work Agreement for Crews of Fishing Vessels (State Gazette of the Republic of Indonesia Year 2016 Number 1825). However, this Regulation of the Minister of Marine Affairs and Fisheries of the Republic of Indonesia No. 33 of 2021 was enacted on August 18, 2021 and entered into force on August 25, 2021.

In Article 1 Paragraph (67) Regulation of the Minister of Marine Affairs and Fisheries of the Republic of Indonesia No. 33 of 2021, as well as Governance on the Manning of Fisheries Vessels provides the definition of seafarers' employment agreement. It is a written agreement between Fisheries Vessel Crew and Fisheries Vessel owners or operators or agents.⁵⁰ Therefore, with the existence of a labour agreement in a cooperative relationship, peace and serenity are created in carrying out the employment relationship in a job. However, workers are sometimes forced to accept a working relationship with the company even though it is burdensome for the workers themselves, especially as at this time the number of workers is not proportional to the jobs available.

Provisions regarding the placement of fisheries crews that can be carried out by crew agents are contained in Article 173 Paragraph (1) Regulation of the Minister of Marine Affairs and Fisheries of the Republic of Indonesia No. 33 of 2021, as well as Governance on the Manning of Fisheries Vessels, which explains that the placement of Fisheries Vessel Crews to work on a Fisheries Vessel shall be carried out by:

- a. owner or operator of the Fisheries Vessel;
- b. Fisheries Vessel Crew agent; or
- c. independently.

Regarding the provisions for placement based on seafarers' employment agreement, it has been stated in Article 173 Paragraph (2) Regulation of the Minister of Marine Affairs and Fisheries of the Republic of Indonesia No. 33 of 2021, as well as Governance on the Manning of Fisheries Vessels, stating that placement of Fisheries Vessel Crews, as referred to in paragraph (1), shall be based on seafarers' employment agreement.⁵¹ However, the Regulation of the Minister of Marine Affairs and Fisheries of the Republic of Indonesia No. 33 of 2021 only mentions the provisions of the seafarers' employment agreement between fishing boat crews and fishing boat owners or operators and does not mention the provisions of the seafarers' employment agreement between fishing vessel crew and fishing vessel crew agents. Nonetheless, provisions regarding seafarers' employment agreement between fishing boat crews and fishing boat crew agents have been stated in Regulations of the Minister of Transportation No. 59 of 2021, enacted on June 16, 2021 and entering into force on July 7, 2021.⁵² This regulation has repealed the previous regulation, the Regulation of the Minister of Transportation No. 84 of 2013. However, this rule is still used in the Verdict No. 100/Pid.Sus/2020/PN Tgl. and the Verdict No. 22/Pid. Sus /2021/PN Tgl.

In Article 1 Paragraph (33) Regulations of the Minister of Transportation No. 59 of 2021 gives the definition of seafarers' employment agreement that Seafarers' Employment Agreement is an individual work agreement made by a sea transportation company or Crew Agency Business Entity with sailors who will be employed as fisheries crews.⁵³ The obligation to handle the bodies of the fisheries crews by the crew agent has been regulated in Article 104 Paragraph (1) Regulations of the Minister of Transportation No. 59 of 2021, stating

⁴⁹ Article 71 Letter (a) Law No. 18/2017 concerning Protection of Migrant Workers

⁵⁰ Article 1 Paragraph (67) Regulation of the Minister of Marine Affairs and Fisheries of the Republic of Indonesia Number 33 of 2021 on Fishing Logbook, Monitoring on Board Fishing Vessels and Fish Transport Vessels, Inspection, Testing and Marking of Fisheries Vessels, as well as Governance on the Manning of Fisheries Vessels.

⁵¹ Article 173 Paragraph (2) Regulation of the Minister of Marine Affairs and Fisheries of the Republic of Indonesia Number 33 of 2021 on Fishing Logbook, Monitoring on Board Fishing Vessels and Fish Transport Vessels, Inspection, Testing and Marking of Fisheries Vessels, as well as Governance on the Manning of Fisheries Vessels.

⁵² Regulations of the Minister of Transportation No. 59 of 2021 Concerning Implementation of Service Business Related to Transportation in Waters.

⁵³ Article 1 Paragraph (33) Regulations of the Minister of Transportation No. 59 of 2021 Concerning Implementation of Service Business Related to Transportation in Waters.

that the crew agency company must take care of returning the bodies to the family or heirs, if a crew member should die during the validity period of the seafarers' employment agreement, in accordance with the agreement with the family or heirs, after ascertaining the cause of death based upon the following:

1. doctor's post mortem results; and/or
2. death certificate from the captain in accordance with international provisions.

Provisions regarding the contents of the seafarers' employment agreement itself are listed in Article 107 paragraph (4) Regulations of the Minister of Transportation No. 59 of 2021, where if there are no things that have been mentioned in this article, the seafarers' employment agreement is invalid.⁵⁴ The contents of this article state that the contents of seafarers' employment agreement should at least contain:

- a. the identity of the parties;
- b. the place and date the agreement was made;
- c. the capacity of workers where to be employed;
- d. wages or other forms of compensation (amount or formula used);
- e. paid annual leave and holidays (amount or formula used);
- f. how wages are paid (date, currency, and certain circumstances);
- g. hours of work and rest on the ship;
- h. terms of employment (terms of time workers are employed on the ship no more than 12 months);
- i. extension is made if during the voyage the Seafarer is still working on the Ship;
- j. termination of employment;
- k. health protection and social security (medical care, injury/illness or work accident, compensation for disability or death);
- l. repatriation;
- m. complaint procedures and disciplinary provisions;
- n. PKB reference;
- o. Other provisions that regulate when there is detention due to piracy or armed robbery of ships or shipping in conflict-prone areas and so on; and
- p. Signature and stamp of the Syahbandar.

The obligation that the ship's crew agent must also sign a seafarers' employment agreement is contained in Article 108 paragraph (2) Regulations of the Minister of Transportation No. 59 of 2021. It states that Seafarers' Employment Agreement must be signed by the seaman and the owner or operator of the ship or agent for the crew and known to the Director General or Syahbandar.⁵⁵ This means that fishing boat crew agents are required to sign a seafarers' employment agreement and it is known to the Director General or Syahbandar. In Article 1 Paragraph (4) Regulation of the Minister of Transportation No. 84 of 2013, it is stated that Collective Bargaining Agreement (Kesepakatan Kerja Bersama/KKB) is a collective work agreement made and signed by sea transportation companies and/or ship owners and/or operators with seafarers' unions and known to the Directorate General of Sea Transportation. There are different terms regarding the mention of KKB in Regulations of the Minister of Transportation No. 59 of 2021. KKB is referred to as Perjanjian Kerja Bersama (PKB), which has more or less the same meaning as KKB. However, the difference is that the PKB must be known to the Director General. PKB is a collective work agreement made and signed by sea transportation companies and/or ship owners and/or operators with seafarers' associations known to the Director General. This is stated in Article 1 paragraph (32) Regulations of the Minister of Transportation No. 59 of 2021 Concerning Implementation of Service Business Related to Transportation in Waters.⁵⁶

⁵⁴ Article 107 paragraph (4) Regulations of the Minister of Transportation No. 59 of 2021 Concerning Implementation of Service Business Related to Transportation in Waters.

⁵⁵ Article 108 paragraph (2) Regulations of the Minister of Transportation No. 59 of 2021 Concerning Implementation of Service Business Related to Transportation in Waters

⁵⁶ Article 1 paragraph (32) Regulations of the Minister of Transportation No. 59 of 2021 Concerning Implementation of Service Business Related to Transportation in Waters

Not only as far as work agreements are concerned, but also when it comes to the terms of placement, a permission must be obtained. Submission of crew agency business licenses has also been regulated in Article 3 paragraph (2) letter (g) Regulation of the Minister of Transportation Number 84 of 2013, stating that one of the requirements that must be submitted in order to apply for a crew agency business license is the manning agency with the ship owner/ship operator. Article 2 paragraph (2) of the Minister of Transportation No. 84 of 2013 explains that a business entity,, which was established specifically for ship crew agencies in implementing recruitment and placement of seafarers on ships must have a business license agency crew of the minister called a business license recruitment and placement of ship crew/SIUPPAK.⁵⁷ However, Regulations of the Minister of Transportation No. 59/2021 do not contain provisions regarding manning agreements with ship owners/ship operators. Provisions regarding the manning agreement are contained in Government Regulation No. 22 of 2022 which came into force on June 8, 2022 and is a follow-up to the Law on Protection of Migrant Workers (No. 18/2017).⁵⁸ In Article 27 Paragraph (1) Government Regulation No. 22 of 2022, it is stated that Indonesian Migrant Worker Placement Companies (P3MI), in carrying out the Placement of Migrant Fishing Boat Crews, must have a manning agreement with the Employer or Principal that is ratified by a Representative of the Republic of Indonesia.⁵⁹ This means that if P3MI does not have a manning agreement with the Employer, it cannot place Migrant Fishing Vessel Crews.

However, previously P3MI had to attach a CBA. This is stated in Article 27 paragraph (4) Government Regulation No. 22 of 2022, which states that to obtain a P3MI manning agreement, one must attach a CBA document.⁶⁰ In addition, permits for the placement of Fishing Ship Crews are also regulated in Article 25 paragraph (1) Government Regulation No. 22 of 2022, stating that the placement of Migrant Fisheries Crews by P3MI must obtain written permission from the Minister in the form of SIP3MI.⁶¹ In addition, P3MI is also required to have SIP2MI, as stated in Article 28 paragraph (1) Government Regulation No. 22 of 2022. It states that P3MI, in carrying out the Placement of Migrant Fishing Boat Crew, must have SIP2MI.

According to the interview with Director for Marine and Coastal Studies, Faculty of Law, Untirta, at this time there are four types of permits for the placement of Indonesian fisheries crews on foreign fishing vessels:⁶²

1. Manning Agency that owns Crew Recruitment and Placement Business Permit (SIUPPAK) from Ministry of Transportation. Based on the data obtained from Directorate General of Sea Transportation, Ministry of Transportation, the number of companies that already have SIUPPAK in the period 2014 to 2017 is 101.
2. Manning Agency that owns Indonesian Migrant Worker Placement Company Permit (SIP3MI) from the Ministry of Manpower and
3. Manning Agency that owns Permit for Recruitment of Indonesian Migrant Workers (SIP2MI) from BP2MI,
4. Manning Agency that owns Trade Business License (SIUP) from the Ministry of Trade or the Department of Trade at the Local government. There is also manning agency that does non-procedural placements. In practice, this non-procedural placement of fisheries crews is often referred to as a Letter of Guarantee (LG). LG fisheries crews are not listed as workers by the Government of Indonesia or the country of placement.

In addition, prospective fisheries crews are also entitled to job training. It is stated in Article 11 Law No. 13/2003 Concerning Manpower that people available for a job have the right to acquire and/or improve and/or

⁵⁷ Putusan No. 22/Pid.Sus/2021/PN. Tgl., *Loc. Cit.*

⁵⁸ Siswanto Rusdi, 2022, "*Nasib Awak Kapal di PP Nomor 22 Tahun 2022*", can be accessed online at <https://m.mediaindonesia.com/opini/501954/nasib-awak-kapal-di-pp-nomor-22-tahun-2022>.

⁵⁹ Article 27 Paragraph (1) Government Regulation No. 22 of 2022 concerning the Placement and Protection of Migrant Commercial Fisheries crews and Migrant Fisheries crews.

⁶⁰ Article 27 paragraph (4) Government Regulation No. 22 of 2022 concerning the Placement and Protection of Migrant Commercial Fisheries crews and Migrant Fisheries crews.

⁶¹ Article 25 paragraph (1) Government Regulation No. 22 of 2022 concerning the Placement and Protection of Migrant Commercial Fisheries crews and Migrant Fisheries crews.

⁶² Interview with Director for Marine and Coastal Studies, Faculty of Law, Untirta on January 16, 2023.

develop job competence that is suitable to their talents, interest, and capability through job training.⁶³ When viewed from what has been explained, it appears that the government has made regulations that can protect the rights of fisheries crews in order to reduce the occurrence of slavery, in view of the fact that the fisheries crews are extremely vulnerable to becoming victims of slavery on board.

3.2. Compatibility of Standard Work Agreements between Prospective Fisheries Crew and Foreign Companies

Each country has its own sovereignty, a fundamental principle that forms the basis of relations between countries.⁶⁴ In fact, Indonesia has a sea area that is wider than its land area, actually twice its land area. Indonesia has agreed, signed, and ratified United Nations Convention on the Law of the Sea (UNCLOS) 1982 with law no 17 of 1985 on UNCLOS 198 Ratification.⁶⁵ This ratification made Indonesia's territory wider: there are 8.193.250 km² consisting of 2.027.087 km² of land and 6.166.165 km² of Indonesian waters, because UNCLOS 1982 recognised the concept of an Archipelagic State and Archipelagic baseline.⁶⁶ This results in the importance of sea transportation as a means of inter-island communication in realising unity and integrity, defense, security, politics, social, culture, and especially the economic and trade sector. Work safety on the ship must also always be maintained in order to ensure safe, smooth, quick sailing and arrival to any destination.⁶⁷

Indonesia is one of the countries with the highest rate of Indonesian citizens abroad globally, both at the request of the country concerned and at the request of workers.⁶⁸ According to the data from The National Agency for Placement and Protection of Indonesian Migrant Workers (BNP2TKI), Indonesian workers working on foreign fishing vessels in 2015, as many as 5.116 people have been placed to work on foreign-flagged ships overseas and in thirty countries around the world.⁶⁹ However, in 2017, Law on Protection of Migrant Workers (No. 18/2017) was issued and followed by Presidential Regulation (No. 90/2019) concerning the Indonesian Migrant Worker Protection Agency, which appointed BNP2TKI to transform into the Indonesian Migrant Worker Protection Agency (BP2MI).⁷⁰

The spiral of enslavement of Indonesian fishing vessel fisheries crews often occurs on foreign fishing vessels operating on high seas.⁷¹ To prevent the slavery or work placements that are not in accordance with national and international laws, a work agreement is needed. Work agreements are made when a prospective worker is willing to be recruited to work in a company capable of recruiting prospective workers. Work agreements cannot be made haphazardly, and they must meet certain conditions in order that they can be called valid work agreements. This has become an absolute requirement that must be fulfilled to protect the rights of workers who will work in a company, so that violence or other violations may not occur while the worker is on the job. Quoting the Universal Declaration of Human Rights, UN, 1948, "Everyone has the right to live, work... to just and favourable working conditions... Everyone has the right to a standard of living adequate for the health

⁶³ Article 11 Law No. 13/2003 Concerning Manpower.

⁶⁴ Belardo Prasetya Mega Jaya, 2020, "Transnational Criminal Case Settlement Through International Cooperation (A Case Study of Harun Masiku)", *Ajudikasi : Jurnal Ilmu Hukum*, No. 1, Vol. 4, DOI : 10.30656/ajudikasi.v4i1.2203

⁶⁵ Belardo Prasetya Mega Jaya, et al., 2024, "Republic of Indonesia Sovereign Right in North Natuna Sea according to United Nations Convention on the Law of the Sea 1982", *Australian Journal of Maritime & Ocean Affairs*, No. 1, Vol. 16, DOI: <https://doi.org/10.1080/18366503.2023.2206261>. See also Belardo Prasetya Mega Jaya, et al., 2024, *Hukum laut internasional, Suatu Pengantar dan Sejarah Perkembangannya*, Depok, Rajawali Press, pages. 29-54.

⁶⁶ Belardo Prasetya Mega Jaya and Muhamad Uut Lutfi, 2020, "The Law Enforcement Towards Foreign Vessels which did Illegal, Unreported and Unregulated Fishing" (IUU Fishing) in Indonesia Fisheries Management Areas", *Jurnal Dinamika Hukum*, No. 1, Vol. 4, DOI: 10.20884/1.jdh.2020.20.1.2838

⁶⁷ Khikmatul Heny Masitoh, et al., *Loc.Cit.*

⁶⁸ Tri Sulistiyono, et al., 2022, "Government Accountability Model for the Protection of Indonesian Migrant Workers in China", *Lex Scientia Law Review*, No. 1, Vol. 6, DOI : <https://doi.org/10.15294/lesrev.v6i1.55112>,

⁶⁹ Gusrika Safitri, 2019, "Perlindungan Hukum Anak Buah Kapal Indonesia Pada Kapal Perikanan Taiwan", *JOM Fakultas Hukum*, No 1, Vol. 6, DOI: <https://jom.unri.ac.id/index.php/JOMFHUKUM/article/view/23357>

⁷⁰ BP2MI, can be accessed online at <https://www.bp2mi.go.id/profil-sejarah>.

⁷¹ Kompas.id, *Perbudakan di Kapal Ikan Asing*, 2023 can be accessed online at <https://www.kompas.id/baca/investigasi/2023/08/29/perbudakan-di-kapal-ikan-asing>.

and welfare of himself and his family...". This declaration reaffirms our rights as workers, to work to earn a living to support and increase the dignity of ourselves and our families as working human beings. No worker should get sick, injured, or even die because of their work.⁷² In this case, a human rights approach is very necessary, considering that human rights violations at sea are often not reported, enforced or adequately remedied, and people at sea are difficult to reach or to contact, and their families sometimes cannot know their fate.⁷³

The existence of a work agreement is expected to be evidence of the agreement made by prospective fisheries crews and the companies, and able to reduce the existence of slavery on the ship. However, the reality proves that there is still a lack of attention from the government in recruiting prospective fisheries crews and the weakness of legal protection in contract agreements for marine and fisheries work, as well as lack of control and functioning by government agencies regarding companies involved in supplying foreign workers⁷⁴. Therefore the application of work agreements in recruiting prospective fisheries crews becomes less effective, not uncommonly resulting in the regrettable practice of slavery. Based on the explanation in the previous discussion, between the fisheries crews and the foreign company that employs them there must be a work agreement and must comply with standards of both international and national regulations.

3.2.1. Compatibility of Standard Work Agreement between Prospective Indonesian Fisheries Crew and Foreign Companies Based on International Law

Standard work agreement must fulfil the rights of the prospective fisheries crews, both in wages, health insurance, etc., as explained in the previous discussion. However, there are individuals who act arbitrarily towards the fisheries crews on board, this being contrary to the provisions of international law, namely:

No	Convention	Concerning
1.	Work in Fishing Convention, 2007 (No. 188)	Concerning Work in the Fishing Sector
2.	Forced Labour Convention, 1930 (No. 29)	Concerning Forced or Compulsory Labour
3.	Labour Inspection Convention, 1947 (No. 81)	Concerning Labor Inspection in Industry and Commerce
4.	Employment Service Convention, 1948 (No. 88)	Concerning the Organisation of the Employment Service
5.	Abolition of Forced Labour Convention, 1957 (No. 105)	Concerning the Abolition of Forced Labour

Table 4. International Conventions that have been violated

One of the fisheries crews agents that made the placement of fisheries crews who were not in accordance with the agreement was PT Lakemba Perkasa Bahari. Based on information from Ki Agus Muhammad Firdaus in the Long Xing 629 case that sea work agreement was signed by the fisheries crews, Cerren Dorrromeus Solum, Don Bosco Resa Lohonauman, Gunawan Ahyan, Rizky Fauzan Alfian, Efendi Pasaribu (Alm.), it was not signed by the President director, Muammar Kadafi.⁷⁵ This is certainly not in accordance with Article 18 C-188 Convention, where it is expressly said that a copy of the agreement must be submitted to the

⁷² Local Initiative For Osh Network, "K3 Sebagai Hak Asasi Manusia", can be accessed online at <http://lionindonesia.org/blog/2022/03/18/k3-sebagai-hak-asasi-manusia/>.

⁷³ Nukila Evanty in a webinar with the theme "Beyond The Horizon: Unveiling the Untold Story of Fishery Exploitation and Human Rights Challenges" on December 23 2023.

⁷⁴ Irsyad Zamhior Tuahuns, 2020, "Legal Preservation for Ship Fisheries crews based on National and International Law (Case Study: Dalian Ocean Fishing Crew)", *International Journal Reglement & Society (IJRS)*, Vol. 1, Issue 2, ISSN ONLINE: 2745-8350. DOI: <https://doi.org/10.55357/ijrs.v1i2.46>

⁷⁵ Putusan Nomor 22/Pid.Sus/2021/PN Tgl.

relevant parties, whereas in the Long Xing 629 case, the president director did not know about the sea work agreement.⁷⁶

In the verdict No. 22/Pid. Sus /2021/PN Tgl, PT Lakemba Perkasa Bahari had no cooperation with the parties in Busan, South Korea where the fisheries crews worked, although only cooperation with the Agency, Weihai International Economic and Technical Cooperative Co, Ltd (WIETC) in Weihai was required. WIETC is an integrated company authorised by the Ministry of Commerce of R. R. China to engage in foreign-oriented business. WIETC has several business areas. These are international construction project contracts, international manpower services, international ship management and maritime services, real estate development and coordinated development in aquaculture, mining business, also international trade. Its business spans over thirty countries and regions, including Japan, Germany, Congo-Brazzaville, Congo-Kinshasa, Mozambique, Indonesia, Burma, etc.⁷⁷

In the verdict No. 22/Pid. Sus /2021/PN Tgl, it is stated that the victim's witness and his friends who were together on the Long Xing 629 Ship never received the USD 50 as stated in the Seaman Work Agreement Letter No. 551196 – 02 / PKL / LPB / 2019, February 14, 2019.⁷⁸ Furthermore, judging from the Verdict No. 100/Pid. Sus/2020/PN., there is a prohibition to cancel work contracts even though the work feels hard, there are acts of violence, and the food is not of acceptable quality. Even the fisheries crews were only given two clothing facilities. However, Appendix II to the C-188 Convention explains that work agreements must contain information regarding health protection and social security.⁷⁹ From the contents of this convention, it is clear that the treatment received by the fisheries crews is contrary to the contents of the convention.

Even though Indonesia has not ratified the C-188 Convention, it already has regulations that address this matter, namely Article 15 paragraph (2) Law on Protection of Migrant Workers (No. 18/2017), one of which states that the employment agreement must include wages paid to workers.⁸⁰ If viewed from this point, if Indonesia had ratified the C-188 Convention, then it would have applied Article 23 of the C-188 Convention, because in this convention it is stated that each Member State needs to implement laws, regulations or other measures to ensure seafarers to receive a monthly or other fixed wage. The Ministry of Foreign Affairs of the Republic of Indonesia (Kemenlu) has said that Indonesia is preparing a roadmap for ratifying the C-188 Convention, due to the fact that the protection of Indonesian fishing crews is a government priority.⁸¹

Based on the Verdict No. 100/Pid. Sus/2020/PN. Tgl that the work on the ship is eighteen (18) hours or may even be more in a day, there are no shifts, only a change of work position. Of course this is not in accordance with Article 13 paragraph (2) Forced Labour Convention, 1930 (No. 29) Concerning Forced or Compulsory Labour that one day of rest a week should be given to all persons doing forced or compulsory labour. The fisheries crews in this case also did not know what treatment would occur on the ship, so that they were finally prohibited from cancelling the work contract, despite it being violent. This has violated Article 2 paragraph (1) Forced Labour Convention, 1930 (No. 29) Concerning Forced or Compulsory Labour that all work or service which is imposed on any person under the threat of any penalty, where the person does not voluntarily accept, is forced labour by definition.

Regarding labour inspection, as regulated in Article 1 Labour Inspection Convention, 1947 (No. 81) Concerning Labor Inspection in Industry and Commerce, Indonesia as a member of ILO has implemented the

⁷⁶ Article 18 C-188 Convention.

⁷⁷ Weihai International Economic & Technical Cooperative Co., Ltd (WIETC), 2022, can be accessed online at <https://www.developmentaid.org/organizations/view/271628/wietc>.

⁷⁸ Putusan Nomor 22/Pid.Sus/2021/PN Tgl., *Loc.cit.*

⁷⁹ Putusan Nomor 100/Pid.Sus/2020/PN Tgl.

⁸⁰ Article 15 paragraph (2) Law on Protection of Migrant Workers (No. 18/2017).

⁸¹ Tatok Djoko Sudiarto, et al., 2021, "Laporan Penelitian : Lokalisasi dan Adaptasi: Membedah Rencana Ratifikasi Konvensi ILO 188 untuk Tata Kelola Pelindungan yang baik (*Good Governance*) dan HAM pada Pekerja Migran Perikanan Indonesia", International Relations Study Program, Universitas Paramadina, page 4.

regulations through the Directorate General of Labour Inspection and Safety and Occupational Health (Ditjen Binwasnaker and K3), Ministry of Maritime Affairs and Fisheries, Manpower Office, Ministry of Manpower, and other related agencies. However, a number of challenges that still require improvement were discussed, such as the lack of coordination among relevant stakeholders.⁸²

National agencies responsible for protecting the placement and recruitment of fisheries crews the Ministry of Transportation, Ministry of Manpower, BNP2TKI, Ministry of Maritime Affairs and Fisheries, and Ministry of Foreign Affairs. As for PT Lakemba Perkasa Bahari itself, it is already under the Ministry of Transportation because it already has SIUPPAK, as well as PT Alfira Perdana Jaya, which also has SIP3MI. Though unfortunately, PT Karunia Bahari Samudra and PT Sinar Muara Gemilang are not registered, therefore they are not fully in accordance with Article 2 Employment Service Convention, 1948 (No. 88), Concerning the provision of Organisation of the Employment Service that manpower placement service institutions must be under the direction of a national level authorised agency.

For the application of Article 1 letter (c) Abolition of Forced Labour Convention, 1957 (No. 105) Concerning the Abolition of Forced Labour explained that the elimination of forced labour has been implemented by Indonesia, one example is by ratifying conventions relating to the rights of fisheries crews and forced labour.⁸³ Until now, Indonesia is still working on eliminating forced labour and improving law enforcement, and is also planning to ratify Convention C-188. This is in accordance with the contents of this article, according to which each Member of the International Labour Organisation, having ratified this Convention, is obliged to take effective measures to ensure the immediate abolition of forced or compulsory labour.

3.2.2. Compatibility of Standard Work Agreement between Prospective Indonesian Fisheries Crews and Foreign Companies Based on National Law

Before these prospective fisheries crews work, there is a process for placing fisheries crews, which is of course different from the process for placing Indonesian workers (TKI), where the work agreement is made in accordance with national laws and regulations that apply in Indonesia and national regulations that apply in the flag country of the ship where the fisheries crews work.⁸⁴ In Indonesia itself, the laws and regulations governing work agreements, namely Law on Protection of Migrant Workers (No. 18/2017) and 42/PERMEN-KP/2016 Concerning Fishers' Work Agreement for Crews of Fishing Vessels (State Gazette of the Republic of Indonesia Year 2016 Number 1825) are then repealed by with Regulation of the Minister of Marine Affairs and Fisheries of the Republic of Indonesia Number 33 of 2021 on Fishing Logbook, Monitoring on Board Fishing Vessels and Fish Transport Vessels, Inspection, Testing and Marking of Fisheries Vessels, as well as Governance on the Manning of Fisheries Vessels.

As in the case of the Long Xing 629 ship, there are many discrepancies that occur between the work agreement and its implementation. The companies involved in recruiting the Indonesian fisheries crews on board the Long Xing 629 are PT Lakemba Perkasa Bahari, PT Sinar Muara Gemilang, PT Alfira Perdana Jaya, and PT Karunia Bahari Samudra with the office is in Pemalang. The Long Xing 629 Ship belongs to Dalian Ocean Fishing Co. Ltd.⁸⁵

⁸² International Labour Organisation, 2019, "Indonesia Terus Tingkatkan Pengawasan Ketenagakerjaan di Sektor Perikanan", can be accessed online at https://www.ilo.org/jakarta/info/public/pr/WCMS_677363/lang-en/index.htm.

⁸³ Article 1 letter (c) Abolition of Forced Labor Convention, 1957 (No. 105) Concerning the Abolition of Forced Labour.

⁸⁴ Riza Amalia, et al., 2018, "Perlindungan Hak Anak Buah Kapal dalam Kerangka Hukum Nasional dan Internasional", *Working Paper*, Justice Publisher, LPPM UNILA, Institutional Repository, page 3.

⁸⁵ Tirto.id, 2021, *Ketika Hukum Gagal Memberi Keadilan Korban Perbudakan Long Xing 629*, can be accessed online at <https://amp.tirto.id/ketika-hukum-gagal-memberi-keadilan-korban-perbudakan-long-xing-629-gg66>.

Based on The Verdict No. 100/Pid.Sus/2020/PN Tgl, whereas what was not in accordance with the Seaman Work Agreement while the victim-witness worked on the Long Xing 629 ship, was as follows:⁸⁶

- a. The occurrence of throwing corpses into the sea. Article 7.2 of the Work Agreement there is no provision related to throwing the corpse into the sea).
- b. Work on the ship 18 hours or more a day. (Article 6.1.3 of the Work Agreement offers an explanation in relation to shifts of work, although the witness-victim never got a shift because the witness/victim works 18 hours or more a day and they only change work positions/work methods).
- c. Related to food (where the food that was given to the victim-witness was food that was not fresh or appropriate, and also the food had side dishes that were the bait for catching fish, and the water given to them filtered water (filtered sea water), resulting in shortness of breath.
- d. Article 6.1.6 Work Agreement which regulates cancellation of work contracts unilaterally with unreasonable reasons such as heavy work, seasickness, bad food, acts of violence, climate, tiredness, separation from family, and other reasons. Where the victim-witness cannot cancel because there will be consequences that arise, so that even though the work feels hard, the food is not tasty, the acts of violence occur.
- e. Related to facilities where only 2 (two) work pieces/items of clothes during work.
- f. The victim-witness and witness friends who were together on the Long Xing 629 ship never received the USD 50 as stated in the Seaman Work Agreement No. 551196 - 02 / PKL / LPB / 2019, February 14, 2019.

When viewed from the contents of the decision above, what happened to the Indonesian fisheries crews on board the Long Xing 629 certainly violated the existing laws and regulations, including:

- 1) In the case of the Long Xing 629 ship, Ki Agus Muhammad Firdaus who was the defendant, testified that the seafarers' employment agreement signed by the fisheries crews Cerren Dorrromeus Solum, Don Bosco Resa Lohonauman, Gunawan Ahyan, Rizky Fauzan Alfian, Efendi Pasaribu (Alm.), were not signed by the main director, namely Muammar Kadafi. Obviously this is contrary to what has been regulated in the article:
 - a) Article 15 paragraph (1) Law on Protection of Migrant Workers (No. 18/2017) because the employment relationship occurs if the employment agreement has been signed by the parties.
 - b) Article 54 paragraph (1) Law No. 13/2003 Concerning Manpower that some of the contents of the work agreement must contain the signatures of the parties, whereas in this case the main director did not even know and did not sign the work agreement, in order that it could be said that the employment agreement was invalid.
 - c) Article 108 paragraph (2) Regulations of the Minister of Transportation (No. 59/2021) Concerning Implementation of Service Business Related to Transportation in Waters that seafarers' employment agreements must also be signed by fishing vessel crew agents.
- 2) In this case there are many discrepancies that occur between the work agreements they have signed and what has happened to the fisheries crews, as previously mentioned, namely throwing corpses into the sea, no shifts, failure to provide appropriate food and drink, violence, shortage of facilities, and not deprivation of a salary, This violates the following articles:
 - a) Article 71 letter (a) Law No. 18 of 2017 concerning Protection of Migrant Workers states that the company is obliged to place the ship's crew at work in accordance with the agreed work agreement, and also the parties concerned are obliged to comply with the contents of the seafarers' employment agreement.
 - b) Article 174 paragraph (2) Regulation of the Minister of Marine Affairs and Fisheries of the Republic of Indonesia Number 33 of 2021 concerning Fishing Logbook, Monitoring on Board Fishing Vessels and Fish Transport Vessels, Inspection, Testing and Marking of Fisheries

⁸⁶ Putusan Nomor 100/Pid.Sus/2020/PN Tgl., *Loc.cit.*

Vessels, as well as Governance on the Manning of Fisheries Vessels that the placement of fishing vessel crew must be based on seafarers' employment agreements.

- 3) There is no explanation regarding throwing corpses into the sea in the seafarers' employment agreement, adding to the long list of violations committed by PT Lakemba Perkasa Bahari, because this is not in accordance with Article:
 - a) Article 104 paragraph (1) Regulations of the Minister of Transportation No. 59 of 2021 Concerning Implementation of Service Business Related to Transportation in Waters that the crew agency company must take care of returning the remains to the family or heirs during the validity period of the seafarers' employment agreement.
 - b) Article 107 paragraph (4) Regulations of the Minister of Transportation No. 59 of 2021 Concerning Implementation of Service Business Related to Transportation in Waters which in this article explains the contents of the seafarers' employment agreement, according to which it must contain health protection and social security, including death, and the return of fisheries crews.
- 4) As experienced by the Indonesian fisheries crews on the Long Xing 629 ship, there was a corpse being thrown out to sea and work on the ship for 18 hours or more a day, which is not in accordance with Article 6 paragraph (1) Law No. 18 of 2017 concerning Protection of Migrant Workers which discusses the rights of the fisheries crews on the ship. Regarding food, the fisheries crews were given food that was not fresh and drank filtered water, therefore it made their breath feel short. Even the fisheries crews admit they have never received USD 50, as stated in the work agreement. Apart from that, the seafarers' employment agreement, signed by the fisheries crews, also explained that the victim-witness could not cancel it because there would be consequences, such as deprivation and violence, in spite of which they were forced to carry on. In Commission Nineteenth Regular Session, it was explained that in the event a crew member dies, the flag CCM shall require that the operator of the fishing vessel ensures that the body is well-preserved for the purposes of an autopsy, investigation, and repatriation.⁸⁷
- 5) Based on the verdict no. 100/Pid.Sus/2020/PN. Tgl, after collecting data and interviewing the victims, it was found that the victims departed from Indonesia for Busan, South Korea around February 2019 through Soekarno-Hatta airport with three distribution companies, namely PT Sinar Muara Gemilang, PT Lakemba Perkasa Bahari, and PT Alfira Perdana Jaya. Then, PT Karunia Bahari Samudra also sent one of the Indonesian fisheries crews who died, namely Ari. Only PT Lakemba Perkasa Bahari has a SIUPPAK (Business Permit for Recruitment and Placement of Ship Crews⁸⁸) with SIUPPAK number 50.06 of 2016 and status of Second Warning Letter⁸⁹, while PT Karunia Bahari Samudra, who was also involved in the recruitment of fisheries crews and PT Sinar Muara Gemilang are not registered. PT Alfira Perdana Jaya has a SIP3MI permit (Permit for Indonesian Migrant Worker Placement Companies⁹⁰) issued by the Ministry of Manpower.⁹¹ When referring to national law, then:
 - a) Based on Article 25 paragraph (1) Government Regulation no. 22 of 2022 concerning the Placement and Protection of Migrant Commercial Fisheries Crews and Migrant Fisheries Crews, PT Alfira Perdana Jaya has fulfilled the conditions as set out in this article that P3MI must have SIP3MI.
 - b) Based on Article 28 paragraph (1) Government Regulation no. 22 of 2022 concerning the Placement and Protection of M Migrant Commercial Fisheries Crews and Migrant Fisheries

⁸⁷ Western and Central Pacific Fisheries Commission, 2023, Commission Nineteenth Regular Session: Conservation and Management Measure on Safety and Security for Crew on Fishing Vessels, CMM 2023-XX, page 4.

⁸⁸ Info Pelaut, 2017, *Daftar Perusahaan Crewing Resmi di Indonesia (SIUPPAK) Terbaru*, can be accessed online at <https://infopelaut.com/daftar-perusahaan-crewing-resmi-di-indonesia-siuppak-terbaru/>.

⁸⁹ Ministry of Transportation of the Republic of Indonesia, "Surat Izin Usaha Perekrutan dan Penempatan Awak Kapal (SIUPPAK)", can be accessed online at <https://dokumenpelaut.dephub.go.id/listsiuppak>.

⁹⁰ KSBSI.ORG, 2020, KSBSI: Ada Pasal Selundupan UU Cipta Kerja Merugikan PMI, Wajib Uji Materi, can be accessed online at <https://www.ksbsi.org/home/read/1274/KSBSI--Ada-Pasal-Selundupan-UU-Cipta-Kerja-Merugikan-PMI--Wajib-Uji-Materi>.

⁹¹ Okezone, 2020, *Perusahaan Perekrut ABK Indonesia yang Diperbudak di Kapal China Dilaporkan Ke Mabes Polri*, can be accessed online at <https://nasional.okezone.com/amp/2020/05/08/337/2211227/perusahaan-perekrut-abk-indonesia-yang-diperbudak-di-kapal-china-dilaporkan-ke-mabes-polri>.

Crews stated that P3MI must have SIP2MI in carrying out the placement of fisheries crews. However, in this case, none of the companies had SIP2MI.

- c) Based on Article 2 paragraph (2) Regulation of The Minister Of Transportation (No. 84/2013) Concerning The Recruitment and Placement of Fisheries crews, PT Lakemba Perkasa Bahari has complied with regulations because it already has a SIUPPAK, which in this article states that business entity which was established specifically for ship crew agencies in implementing recruitment and placement of seafarers on ships must have a business license agency crew of the minister called a business license recruitment and placement of ship crew/SIUPPAK.
 - d) Then, if you look at the results of the interview with the Center Director for Marine and Coastal Studies, Faculty of Law, Untirta that currently there are 4 (four) types of permits for the placement of Indonesian fisheries crews on foreign fishing vessels, namely SIUPPAK, SIP3MI, SIP2MI, and SIUP. Of course, only PT Lakemba Perkasa Bahari and PT Alfira Perdana Jaya have met the standards, while PT Karunia Bahari Samudra and PT Sinar Muara Gemilang have not met the standards because they do not have any permits.
- 6) Even though PT Lakemba Perkasa Bahari already has SIUPPAK, the Delian company, which is the owner of Long Xing 629 ship, and PT Lakemba Perkasa Bahari do not have a contract agreement or cooperative relationship. This violates the Article :
- a) Article 71 letter (a) Law No. 18 of 2017 concerning Protection of Migrant Workers that the company is obliged to place the ship's crew at work in accordance with the agreed work agreement, and also the parties concerned are obliged to comply with the contents of the seafarers' employment agreement.
 - b) Article 3 paragraph (2) Regulation of the Minister Of Transportation No. 84 of 2013) Concerning The Recruitment and Placement of Fisheries crews that the application for a crew agency business license must have a manning agreement with the ship owner/ship operator.
 - c) Article 27 paragraph (1) Government Regulation no. 22 of 2022 concerning the Placement and Protection of Migrant Commercial Fisheries Crews and Migrant Fisheries Crews states that P3MI is required to have a manning agreement with the employer or principal endorsed by the Representative of the Republic of Indonesia when placing fisheries crews.

Furthermore, based on the statement of one of the fisheries crews of the Long Xing 629 ship, he admitted that he had received mental and operational training on fishing gear. RF (Rizky Fauzan Alfian) also received accommodation for meals and shelter.⁹² Therefore it can be said that PT Lakemba Perkasa Bahari is in accordance with Article 11 Law No. 13/2003 Concerning Manpower which states that job training is the right of every worker to improve work competence. In addition, the training received by fisheries crews is also in accordance with Article 6 paragraph (1) letter (b) Law No. 18 of 2017 concerning Protection of Migrant Workers. The government has also undertaken various efforts to reduce the occurrence of slavery of Indonesian fisheries crews on ships, such as making laws and regulations aimed at protecting Indonesian fisheries crews, such as for example Law on Protection of Migrant Workers (No. 18/2017) and other related laws and regulations. Then the government has also approved Government Regulation no. 22 of 2022 concerning the Placement and Protection of Migrant Commercial Fisheries Crews and Migrant Fisheries Crews, which is a derivative regulation from Law No. 18 of 2017 concerning Protection of Migrant Workers.

Based on Article 90 Law No. 18 of 2017 concerning Protection of Migrant Workers that implementing regulations must be stipulated for two years since this law came into force, which means that Government Regulation no. 22 of 2022 concerning the Placement and Protection of Migrant Commercial Fisheries Crews and Migrant Fisheries Crews, should have been ratified in 2019. However, the government has just enacted this regulation in 2022, at the same time when the first trial of the fisheries crews lawsuit against President Jokowi

⁹² Nindya Aldila, 2020, *Begini Kisah ABK Long Xing 629 yang Diperlakukan Tak Manusiawi*, can be accessed online at <https://www.google.com/amp/s/m.bisnis.com/amp/read/20200729/15/1272340/begini-kisah-abk-long-xing-629-yang-diperlakukan-tak-manusiawi>.

at the State Administrative Court (PTUN), This certainly creates a legal vacuum that causes Indonesian fisheries crews on foreign ships to experience exploitation and slavery.⁹³

Judging from all the explanations above, the government needs to take even quicker action to design derivative regulations within a predetermined timeframe in order that there is no longer a legal vacuum and the need for the government to immediately ratify the C-188 Convention. In addition, it is necessary to take firm action on part of the government, especially regarding the implementation of seafarers' employment agreements for workers employed on foreign-flagged ships. Moreover, there was no signature from the Main Director of PT Lakemba Perkasa Bahari, namely Muammar Kadafi, which should have been a condition of the work agreement. This is of course a concern in order that the work agreements that have been signed by fisheries crews and foreign companies are in accordance with the standardisation of work agreements.

4. CONCLUSION

Based on the description above it can be concluded that:

1. According to international conventions and Indonesian national regulations, the seafarers' employment agreement must meet the requirements that fulfill the rights of prospective fisheries crews. Seafarers' employment agreements must contain the identity of prospective fisheries crews, a clear amount of wages, health protection, repatriation, facilities on board, days off, annual leave, and rest periods, the residence of the fisheries crews, the working conditions of the fisheries crews, a clear placement of fisheries crews, also crew placement agents who place fisheries crews must also have a business license. These conditions must be met considering the fact that the risks and work accidents for fisheries crews are very high. The government needs to take firm action against the implementation of the seafarers' employment agreement if the contents fail to fulfil the rights of the fisheries crews, all of which imposes a need for a more stringent inspection on the operational license of fishing vessel crew agents.
2. Based on several conventions that have been ratified by Indonesia, the seafarers' employment agreements that have been signed by Indonesian fisheries crews are not in accordance with existing conventions because the rights of the fisheries crews on the ship were not fulfilled, and the crew placement agents also did not carry out their obligations properly. And based on the verdict No. 22/Pid. Sus/2021/PN. Tgl, there are many discrepancies in seafarers' employment agreements for fisheries crews with standardised work agreements, which violates the laws and regulations in force in Indonesia, because crew placement agents place fisheries crews in jobs that are not in accordance with the agreement; even the contents of the agreement represents a violation of human rights of the fisheries crews. Moreover, there was no complete or satisfactory explanation regarding throwing the corpses into the sea. The government must immediately ratify Convention C-188 which specifically regulates the protection of ship crews. This aims to strengthen the protection of Indonesian fisheries crews on board, considering that fisheries crews are very vulnerable to exploitation and slavery, as well as the increasing number of slavery practices that have been experienced by the fisheries crews on the ship. In addition, the government needs to take fast action in passing legislation in accordance with existing provisions in order that there is no legal vacuum, which could be a loophole for the exploitation and possible enslavement of Indonesian fisheries crews.

CONFLICT OF INTEREST

The authors declared no potential conflicts of interest with respect to the research, authorship and publication of this article.

⁹³ Kennial Laia, 2022, *Empat Tahun Terbaikan, Aturan Perlindungan ABK Disahkan Jokowi*, can be accessed online at <https://betahita.id/news/detail/7650/empat-tahun-terbaikan-aturan-perlindungan-abk-disahkan-jokowi.html?v=1657537509>.

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