REGULATION
MINISTRY OF MARINE AFFAIRS AND FISHERIES REPUBLIC
OF INDONESIA NO. 42/PERMEN-KP/2016
ON
FISHERS’ WORK AGREEMENT FOR FISHERS BY THE
GRACE OF GOD THE ALMIGHTY

MINISTER OF MARINE AFFAIRS AND FISHERIES REPUBLIC
OF INDONESIA,

Considering:  

a. that in order to implement Article 42 (2) point e Law No 31 of 2004 on Fisheries as amended through Law No 45 of 2009 on The amendment of Law No 31 of 2004 on Fisheries, requiring the establishment of fishers’ work agreement for fishing vessel seafarers;

b. that under the provisions of Article 5 (2) c Marine Affairs and Fisheries Minister Regulation No. 35/PERMEN-KP/2015 on System and Human Rights Certification in Fisheries Business mandated the implementation of fishers’ work agreement for fishing vessel seafarers;

c. that in view of the consideration as set forth in point a and b, it is deemed necessary to enact a Regulation of the Minister of Marine Affairs and Fisheries on the Fishers’ Work Agreement for Fishing Vessel Seafarers;
In view of:

1. Law Number 13 of 2003 (State Gazette of the Republic of Indonesia Year 2003 Number 39, Supplement to the State Gazette of the Republic of Indonesia Number 4279);

2. Law No. 31 of 2004 on Fisheries (State Gazette of the Republic of Indonesia Year 2004 Number 118, Supplement to the State Gazette of the Republic of Indonesia Number 4433), as amended by Act No. 45 of 2009 on the Amendment of Act No. 31 of 2004 on Fisheries (State Gazette of the Republic of Indonesia Year 2009 Number 154, Supplement to the State Gazette of the Republic of Indonesia Number 5073);

3. Law Number 17 Year 2008 on Shipping (State Gazette of the Republic of Indonesia Year 2008 Number 64, Supplement to State Gazette of the Republic of Indonesia Number 4849);

4. Government Regulation No. 7 of 2000 on Seafaring (State Gazette of the Republic of Indonesia Year 2000 Number 13, Additional State Gazette No. 3929);

5. Presidential Regulation No. 7 of 2015 on the Organization of State Ministries (State Gazette of the Republic of Indonesia Year 2015 Number 8);

6. Presidential Regulation No. 63 of 2015 concerning the Ministry of Marine Affairs and Fisheries (State Gazette of the Republic of Indonesia Year 2015 Number 111);

7. Presidential Decree No. 121/P of 2014 on the Establishment and Appointment of the Ministers of Working Cabinet Period of 2014 to 2019, as amended by Presidential Decree Number 83/P Year 2015 on the Reshuffle of State Minister of Working Cabinet Period of 2014-2019;

8. Regulation of the Minister of Marine Affairs and Fisheries No. 3/PERMEN-KP/2013 on Harbor Master at the Fishery Port (Official Gazette of the Republic of Indonesia Year 2013 Number 386);
9. Regulation of the Minister of Marine Affairs and Fisheries No. 23/PERMEN-KP/2015 on the Organization and Administration of the Ministry of Marine Affairs and Fisheries (Official Gazette of the Republic of Indonesia Year 2015 No. 1227);
10. Regulation of the Minister of Marine Affairs and Fisheries No. 35/PERMEN-KP/2015 on Certification System and Human Rights in Fishery Business (Official Gazette of the Republic of Indonesia Year 2016 No. 1851);

DETERMINE:

To enact : REGULATION OF THE MINISTER OF MARINE AFFAIRS AND FISHERIES ON FISHERS’ WORK AGREEMENT FOR FISHING VESSEL SEAFARERS.

CHAPTER I
GENERAL PROVISIONS

Article 1
In this Ministerial Regulation, the following terms shall have the meaning as assigned:

1. Fisheries shall be all activities related to the management and utilization of fish resources and its environment ranging from preproduction, production, processing to marketing, which is implemented in a system of fishery business.

2. Fishers’ Work Agreement, hereinafter referred to as FWA, is an agreement between fishers with the owners of fishing vessels or operator of Fishing vessels or skipper or with agents of fishers shall include employment requirements, employability security, wage security, health insurance, accidents and disasters insurance, safety insurance and legal ordinances which refers to the provisions of the
3. Fishing shall be an activity to obtain fish in waters that are not cultivated by any means or in any manner, including activities that use the vessel for loading, transporting,
storing, cooling, handling, processing, and or preserving fish.

4. Fishing Vessels shall be ships, boats, or other floating devices used for fishing, fish farming, fish transportation, fish processing, fisheries training, and fisheries research/exploration.

5. Fisher is any person working on board a fishing vessel for fisheries business activities.

6. Skipper is any fisher who becomes a commander in the Fishing Vessel possessing authority and responsibility in accordance with relevant provisions of legislation in the shipping safety.

7. Fishing Vessel Owner shall be any person or company, whether incorporated or not incorporated, and own Fishing vessels under a notarial deed and responsible for the operation of Fishing Vessels.

8. Fishing Vessel operator shall be any person or company, whether incorporated or not incorporated, that rent or operate and be responsible for the operation of Fishing Vessels.

9. Fishers Agency shall be any company or school or government agencies that recruit, prepare, deploy, assign, and hire Fishers for Fishing Vessels in domestic and/or overseas.

10. Regional Fisheries Management of the Republic of Indonesia, hereinafter referred RFMRI, shall be a fishery management area for fishing that includes internal waters, the archipelagic waters, territorial sea, contiguous zone and exclusive economic zone of Indonesia.
11. Insurance shall be an agreement between insurance company as the insurer and Fishers, Fish Farmers as well as the Salt Farmers as the insured, within which the insurer binding to the insured, by accepting the insurance premium, to provide reimbursement to the insured upon the occurrence of insured risks.

12. Collective Bargaining Agreement, hereinafter referred to as CBA shall be an agreement between the owner of Fishing Vessels, Fishing Vessel operator, fishers agency with the Director General to ensure the implementation of the labour provisions in the fisheries sector.

13. Minister shall be the Minister who held government affairs in the Marine affairs and fisheries.

14. Directorate General shall be the Directorate General who has the technical duties in the capture fisheries area.

CHAPTER II
PRINCIPLES, GOALS AND OBJECTIVES

Article 2
FWA for the Fishing Vessel Seafarers carried out by the principle of:
a. equal rights and obligations;
b. welfare, security, comfort, safety, and occupational health;
c. insurance; and
d. legal certainty.

Article 3
(1) FWA is intended to ensure the fulfillment of the employment terms, working conditions, wages, health insurance, occupational accident insurance, disaster, death, legal certainty, as well as security insurance for the fishers of Fishing Vessels.
(2) FWA is prepared with the objective to ensure:
a. protection and welfare for the fishers; and
b. fishers employed have the competence, document as fishers, and agree to work.

Article 4
(1) FWA is established in order to provide protection for the Fishers from occupational risks and for the owner of Fishing Vessels, Fishing Vessel Operator, Fishers Agency, or skipper from business risk.
(2) Occupational risks and business risks as referred to in 4 (1) shall include:
   a. erratic working hours that tends to extend;
   b. no standard working hours and/or hours of rest;
   c. Fishing season demanding Fishers to work continuously;
   d. fishing operations area has hazardous tide and weather;
   e. limited food and drinks supplies in Fishing Vessels;
   f. occupational accident; and/or
   g. uncertainty of the fishing yield.

CHAPTER III
ESTABLISHMENT OF FISHERS' WORK AGREEMENT

Part One
General

Article 5
(1) FWA for the fishers shall not be enacted on Fishing Vessels whose owners is also the skipper, because:
a. the revenue is highly dependent on the yields of fishing activities; and
b. there is no certainty and remuneration guarantee, in the event of disaster that resulted in the death of the skipper in fishing operations.

(2) Fishers as referred to in 5(1) can be employed with the conditions of Fishing Vessel owners as a responsible legal entity for FWA.

Article 6
FWA for the fishers enacted on Indonesian flagged Fishing Vessel shall be inspected and authorized by the harbour master at fishing ports in Indonesia.

Article 7
(1) FWA establishment is carried out in accordance with binding standards that are promulgated and signed by the owner of Fishing Vessels, Fishing Vessel Operator, Fishers Agency, or the skipper with the fishers.

(2) FWA establishment signed by the skippers referred to in 7 (1) must obtain authorization from the owner of Fishing Vessels.

Article 8
The establishment of FWA should consider several things as follows:

a. FWA jurisdiction;
b. FWA legal ordinances;
c. Type of FWA;
d. employment terms and conditions on board Fishing Vessels;
e. rights and obligations;
f. FWA implementation;
g. competence and fishers’ document; and
h. the content and format of FWA.
Part Two
Jurisdiction Area of Fishers’ Work Agreement

Article 9
(1) Jurisdiction of FWA for the fishers include:
   a. RFMRI;
   b. high seas; and
   c. the waters of other countries.
(2) FWA for the fishers referred to in 9 (1) shall be implemented for:
   a. Fishers working on board Indonesian-flagged fishing vessel operating in RMFRI;
   b. Fishers working in the Indonesian-flagged fishing vessel operating in the high seas;
   c. Fishers working on board foreign-flagged fishing vessel operating in the waters of the flag state and the high seas (high seas); and
   d. Fishers working on board foreign-flagged fishing vessel operating in the waters of other countries.

Article 10
Fishers working on board a foreign-flagged fishing vessel as referred to in Article 9 (1)
(2) point c and d shall obey the provisions of legislation in the capture fisheries and employment at national, international level, and regulations that apply to the state flag of Fishing Vessels.

Article 11
(1) FWA for Fishers working on board a foreign-flagged fishing vessel as referred to in Article 9 (2) point c and d should be examined by
Representative of the Republic of Indonesia Abroad in accordance with:
   a. the flag of Fishing Vessels; or
   b. the domicile of Fishing Vessel operator.

(2) FWA for fishers working on board foreign-flagged fishing vessel can be examined by the Representative of the Republic of Indonesia Abroad in the state of fishing operation as referred to in Article 9 (2) d.

Part Three
Legal Ordinance for Fishers’ Work Agreement

Article 12
(1) FWA establishment shall be binding and ensure that the fishers have read and understood the contents of FWA, the FWA validity period and termination of employment.

(2) The production of FWA document referred to in 12 (1) at least in 2 (two) original copy:
   a. 1 (one) original copy for the owner of Fishing Vessels, Fishing Vessel Operator, the Fishers Agency, or Skipper, as the archives documents for the fishers and to be taken to the Fishing Vessels; and
   b. 1 (one) original copy for to the fishing vessel crew as archive documents for the owners of Fishing Vessels, Fishing Vessel Operator, fishers agency, or skipper.

(3) FWA is a written evidence in the event of a dispute between the owner of Fishing Vessels, Fishing Vessel Operator, fishers agency, or skippers with the fishers.

(4) A copy of FWA document referred to in 12 (2) must be submitted to:
   a. Director-General as the data center of fishers;
   b. Harbour master at the fishing port in the country;
c. harbour master authorities abroad; and

d. other relevant stakeholders including governments, mediation and advocacy organizations, fishers’ unions and associations of fishers agency.

Article 13

(1) In order to ensure compliance in the implementation of labor legislation in fisheries sector, owner of Fishing Vessels, Fishing Vessel Operator, or Fishers Agency are required to produce a CBA with the Director General.

(2) The production of CBA documents as referred to in 13 (1) is made in two (2) original copy sufficiently stamped:
   
a. 1 (one) original copy for the archive of the Directorate General; and

b. 1 (one) original copy for the archive the owner of Fishing Vessels, Fishing Vessel Operator, or fishers agency.

(3) CBA as referred to in 13 (1) used as reference in the FWA establishment for the owner of Fishing Vessels, Fishing Vessel Operator, Fishers Agency, or the skippers with the fishers.

(4) CBA as referred to in 13 (1) shall contain at least the standard age, wage standard, insurance standards, standard hours of rest, work safety and security standards, as well as standard accommodation on board the Fishing Vessel in accordance to the fishing operations area.

Part Four

Type of Fishers Work Agreement

Article 14

(1) FWA for Fishers is divided into three (3) types:
a. FWA for a limited time;
b. FWA for one fishing operation of Fishing Vessels; and
c. FWA for an unlimited period.

(2) FWA for a limited period of time referred to in 14 (1) point a shall ended after exceeding the FWA expiration date.

(3) FWA for one fishing operation of fishing vessels referred to in 14 (1) b, the implementation is aimed to designated ports and ended after the arrival and finished unloading fish at the designated ports.

(4) FWA for an unlimited period referred to in 14 (1) c, the implementation shall be ended based on an agreement between the Fishing Vessel owner or operator or fishers agency or skippers with the fishers.

Part Five
Working Terms and Conditions on board the Fishing Vessels

Paragraph 1:
Age and Health Standards for Work on board the Fishing Vessels

Article 15
(1) Every person employed as fishers at fishing vessels shall meet the standard requirements of age and health standards.
(2) Standard age as referred to in 15 (1) intends to make sure that everyone can carry out multiple tasks on Fishing Vessels.
(3) Standard age as fishers referred to in 15 (2) is no lower than 18 (eighteen) years.
(4) Health standards referred to in 15 (1) is to ensure no harm against health and
safety and no moral degradation activities (sexual abuse) against the fishers.

Article 16

(1) Fishing vessel seafarers shall meet the health standards referred to in Article 15 (4), with written evidenced of a health certificate from local health unit which states that:

a. the sensory and physical condition are fit for service on board the Fishing Vessels; and

b. do not suffer from any diseases that may get worse if working on board the Fishing vessels or could endanger the safety or health of others on Fishing Vessels.

(2) Health units referred to in 16 (1) are appointed and approved by the competent authority in capture fisheries or in employment or in shipping.

Paragraph 2
Availability of Food and Water
During Fishing Operations

Article 17

(1) Fishing Vessel Owners, Fishing Vessel Operators, fishers agency, or skipper must ensure the availability of decent and sufficient food and water on board the vessel for all of the fishers.

(2) The food and water as referred to in 17 (1) should be able to ensure the health, mental state, and a fitness of fishers during fishing operations.

Paragraph 3
Accommodation, Equipment, Occupational Safety and Health Equipment in Fishing Vessels
Article 18

(1) Fishing Vessel Owners, Fishing Vessel Operator, fishers Agency, or Skippers shall:
   a. ensure accommodation on board the Fishing Vessels are decent and meet the design and construction standard of Fishing Vessels; and
   b. provide occupational health and safety equipment for the fishers.

(2) Standard design and construction of Fishing vessels referred to in 18 (1) a include:
   a. the size and number of bedrooms and other accommodation spaces;
   b. capacity per room;
   c. sanitation facilities;
   d. facilities for sick and injured seafarers;
   e. the distance of bed ceiling or room with head;
   f. heating and ventilation;
   g. noise, vibration, and surrounding environmental factors;
   h. lighting;
   i. insulation; and
   j. safety facilities.

(3) Occupational safety and health equipment for the fishing vessel seafarers referred to in 18 (1) point b, include:
   a. helmets;
   b. gloves;
   c. jacket;
   d. boots;
   e. work outfit/coveralls;
   f. raincoat;
   g. life jacket;
h. work safety equipment on deck on adverse weather conditions; and
i. first aid box for accident.

Article 19
(1) Every fishers shall comply with the procedures of:
   a. conditions and dangers of working on board the Fishing Vessels;
   b. utilizing personal protective equipment; and
   c. safe manners and attitude at work.
(2) The procedure referred to in 19 (1) shall be socialized directly to the fishers.
(3) Socialization as referred to in 19 (2) shall be submitted during the last briefing before fishers’ departure by the government.

Part Six
Rights and Obligations

Paragraph
h 1
General

Article 20
FWA shall include the rights and obligations of the Seafarers and Fishing Vessel Owners, Fishing Vessel Operators, Fishers Agency, or Skippers.

Article 21
(1) Fishing Vessel Owners, Fishing Vessel Owners, Fishing Vessel Operators, Fishers Agency, or Skippers are entitled:
   a. to employ the fishers according to FWA validity period; and
   b. to employ the fishers according to their competence.
(2) Fishers are entitled:
a. to receive appropriate job placement;
b. to receive job protection;
c. to receive salaries and bonuses on time;
d. to receive legal protection;
e. to receive health insurance and accident insurance;
f. to receive transport and accommodation coverage of departure and repatriation due to cancellation and termination of FWA;
g. to receive guarantees for corpse repatriation, including documents, transportation and funeral;
h. to receive occupational safety and health facilities, including helmets, gloves, life jackets, buoys, jacket/coat, boots, work clothes/coveralls, life raft, and others;
i. to receive adequate accommodation on board, including food, fresh water (for drinking and bathing), and bed; and
j. to have rest hours during work on board the Fishing Vessels and annual leave.

Article 22

(1) Fishing Vessel Owners, Fishing Vessel Owners, Fishing Vessel Operators, Workers Agency, or Skippers shall:
a. establish and to obey the contents of CBA;
b. propose validation of job order or letter of guarantee or letter of appointment;
c. construct and to obey the contents of FWA;
d. employ the fishers properly;
e. provide job protection for the fishers;
f. pay wages to fishers;
g. do not cut the fishers’ salaries;
h. pay the insurance premium for the fishers;
i. cover cost of transportation, accommodation departure, and repatriation of fishers;
j. repatriate the remains of the deceased fishers;
k. grant leave and absence permit for the fishers according to FWA; and
l. provide an opportunity for the fishers to develop their career and competency.

(2) Fishers shall:
   a. produce and obey the contents of FWA;
b. carry out its role and function under the terms of FWA;
c. obey the work rules on board the Fishing Vessel as agreed by both parties;
d. report to the harbour master at the Fishing port;
e. report to the Indonesian Representative Office Abroad;
f. not falsifying the documents of fishers;
g. not using the certificate of competence of other fishers; and
h. not involved in illegal activities and unreported fishing and/or trans international crime.

Paragraph 2
Working Hours, Leave and Work Permit

Article 23

(1) Fishers worked in normal working hours of 8 hours per day.

(2) Fishers worked with normal working hours and overtime hours on board the fishing vessel is no longer than 16 (sixteen) hours of work and eight (8) hours of rest per day.

(3) In order to ensure physical and mental fitness, the seafarers are entitled to a leave period of 10 (ten) days in every 6 (six) months or within 1 (one) year the fishers are entitled to annual leave of 20 (twenty) days.

(4) If the fishers are not granted with right to leave referred to in 23 (3), the owner of Fishing Vessels, Fishing Vessel
Operator, the fishers Agency
or Skippers shall provide compensation equal to 1 (one) month of basic salary to the seafarer.

(5) The fishers were given absence permit by the Fishing Vessel Owners, Fishing Vessel Owners, Fishing Vessel Operators, Fishers Agency, or Skippers, with reason of:
   a. parents or wife or children or brother or sister passaway;
   b. Marriage celebration; or
   c. renewal of the fishers document.

(6) Owners, Fishing Vessel Operator, Fishers Agency, or Skippers may grant permit for absence at work as intended in 23 (5) for a maximum period of seven (7) days in condition that it shall not reduce the annual leave entitlements as well as the basic salary of fishers.

(7) Fishing Vessel Owners, Fishing Vessel Operator, Fishers Agency, or Skippers are not required to cover the accommodation and transportation cost for fishers’ purpose of absence to work as intended in 23 (6).

Paragraph 3
Payment, Wage Standard and Wage Payment Systems

Article 24
(1) Owners, Fishing Vessel Operator, Fishers Agency, or Skippers shall pay the wages of the fishers regularly and on time every month and/or at each trip.

(2) The wages of Fishers as referred to in 24 (1), include:
   a. basic salary;
   b. sailing allowances;
   c. production bonuses;
   d. overtime pay; and/or
e. standby compensation.

(3) Wages of fishers other than those referred to in 24 (2) may be a fisheries profit sharing system.

Article 25

(1) The basic salary as referred to in Article 24 (2) point a shall be paid since:
   a. FWA signing until the end of validation;
   b. during fishing operations;
   c. while waiting for the fishing operation activities; and
   d. when conducting work on board the Fishing Vessels.

(2) Sailing allowances as defined in Article 24 (2) point b shall be paid at every fishing operations trips that is calculated per day of fishing operations.

(3) Sailing allowances referred to in 25 (2) shall be paid in the same amount of value for all the fishers with exception for the fishing master, skippr, chief engine room, deck officers and engine officers who are paid with higher amount.

(4) Production bonuses as referred to in Article 24 (2) point c shall be paid for each fishing operations trip in accordance to:
   a. excess production target from the predetermined standard production volume;
   b. total production; or
   c. total exported production.

(5) Production bonus referred to in 25 (2) shall be paid in the same amount of value for all the fishers with exception for the fishing master, captain, chief engine room, deck officers and engine officers who are paid with higher amount.

(6) Overtime compensations as referred to in Article 24 (2) point d shall be paid based on hourly calculations
with the same amount of value for all the of the fishers.

(7) Waiting allowance referred to in Article 24 (2) e shall be paid based on daily calculation for the fishers who wait for the Fishing vessel in repair (docking) or fishing vessel operational reasons to ensure fishe availability.

Article 26

(1) Fishing Vessels Owners, Fishing Vessels operator, Fishers Agency, or Skippers employing fishers on board Indonesian flagged Fishing Vessels shall ensure that the wages standard for fishers referred to in Article 24 (2) has been agreed and stated in writing in FWA, including:

a. the amount of base salary no less than two (2) times of the minimum regional wage standard or provincial minimum wage;

b. sailing allowance per day of at least 3% (three percent) from the basic salary;

c. production bonuses is awarded to the fishers at least 10% (ten percent) of the total production value that is distributed to all of the fishers according to their positions and workload; and

d. overtime pay per hour of at least 25% (twenty five percent) of daily sailing allowance.

(2) Payment of the basic salary, sailing allowances, production bonus and overtime pay as referred to in 26 (1) shall be made in cash by 50% (fifty percent) to the fishers and the remaining 50% (fifty percent) is paid through a bank account under the name of fishers.

Article 27
(1) Owners, Fishing Vessels operator, Seafarers Agent, or Skippers employing fishers on board foreign flagged Fishing Vessels shall ensure that the wage standard for fishers referred to in Article 24 (2) has been agreed and stated in writing in FWA, including:
   a. the amount of the basic salary of at least the amount of lowest salary standards set by the state of domicile of Fishing Vessel Owners or Fishing Vessel Operator or according to the countries bilateral agreement;
   b. daily sailing allowance of at least 3% (three percent) from the basic salary;
   c. production bonus is awarded to the seafarers at least 10% (ten percent) of the total production value that is distributed to all of the fishers according to their positions and workload; and
   d. overtime pay per hour of at least 25% (twenty five percent) of daily sailing allowance.

(2) Payment of the basic salary, sailing allowances, production bonus and overtime pay as referred to in 27 (1) shall be made in cash by 20% (twenty percent) to the fishers and the remaining 80% (eighty percent) is paid through a bank account under the name of the fishers.

Article 28
(1) Remuneration referred to in Article 24 (2) does not apply to the fishers working on board Fishing Vessel implementing profit sharing system.

(2) The composition of remuneration system for profit sharing system shall be included in FWA.

Article 29
(1) Fishing Vessel Owners, Fishing Vessel Operators, Fishers Agency, or Skippers
is prohibited to cut the wage of Fishers for any reason.

(2) In terms of the FWA validity period has ended when Fishing Vessel is still in fishing operation, thereupon:

a. Fishers continue to carry out its obligations until the Fishing Vessels is ride at anchor;

b. Fishing Vessel Owners, Fishing Vessel Operators, Fishers Agency, or Skippers are obliged to pay compensation in form of basic salary, sailing allowances, fish production bonus and overtime compensations; and

c. production bonus is at least 10% (ten percent) of the estimated total production on the last trip of the fishers and distributed to the fishers according to the positions and workload.

Paragraph

4

Insurance

Article 30

(1) Fishing Vessel Owners, Fishing Vessel Operators, Fishers Agency, or Skippers are required to provide protection in form of labor risk insurance for the fishers’ health, occupational accident, death, and social security.

(2) Insurance referred to in 30 (1) is given in the form of:

a. health insurance;

b. occupational accident insurance;

c. life insurance; and

d. social security.

(3) Health insurance for the fishers referred to in 30 (2) point a, include:

a. medical checkup for fishers; and
b. treatment and medication for the seafarer.

(4) Occupational accident insurance for fishers referred to in 30 (2) b, include:
   a. occupational accidents that caused disability; and
   b. occupational accidents that caused pain.

(5) Life insurance for the fishers referred to in 30 (2) point c, includes:
   a. occupational accidents that caused death; and
   b. deaths due to non-congenital illness.

(6) Social security for the fishers referred to in 30 (2) point d, including disaster events on Fishing Vessel which caused termination of employment.

Article 31

(1) The value of insurance cover for the fishers referred to in Article 30 based on the jurisdiction in which the FWA has been established.

(2) The value of insurance cover for the fishers referred to in 30 (1) is set out for the fishers working on:
   a. Foreign-flagged fishing vessel, in accordance with the flag state and the state bases or according to the countries bilateral agreement; and/or
   b. Indonesian-flagged fishing vessel, refers to the provisions of legislation in seafaring and/or in employment.

Part Seven

The Implementation of Fishers’ Work Agreement

Paragraph 1

Signing and Validity Period

of Fishers’ Work

Agreement
Article 32
(1) FWA was signed on valuable stamp duty by the owner or operator of Fishing Vessel, Fishers Agent or Fishing Vessel Agent captain with the fishers.

(2) FWA signing is held at the office at the Fishing port harbor master office in the country or in the office of harbor master authority abroad.

(3) The signing of FWA is held at the office at the Fishing port harbor master office in the country as referred to in 32 (2) for the fishers working on board the Fishing Vessels:
   a. flying Indonesian flag in fishing ports or designated ports in Indonesia; or
   b. flying foreign flag fishing in the fishing port or designated port in Indonesia.

(4) FWA signing held at the office of harbor master authority abroad referred to in paragraph (2) for fishers working on board the Fishing Vessels:
   a. flying foreign flag in foreign ports; or
   b. flying Indonesian flag in foreign ports.

Article 33
(1) FWA shall apply since being endorsed by the harbor master at fishing ports in the country.

(2) FWA shall apply since being examined and recorded by the harbor master authorities abroad.

Article 34
(1) The FWA validity period as referred to in Article 33 can be extended with the following requirements:
   a. seafarers shall update their Fishers document;
   b. increasing wage of fishers; and
   c. authorized or re-recorded by the authorities.
(2) The validity period of FWA referred to in paragraph (1) shall be made no later than 1 (one) month before the expiration.

Paragraph 2
Placement of Fishers

Article 35

(1) Placement of Fishers to work on board the Fishing Vessel is conducted by:
   a. Fishing vessel owners;
   b. Fishing vessel operators;
   c. Fishers agencies; or
   d. independently.

(2) Fishers placement by Indonesian-flagged fishing vessel owner or operator of Indonesian-flagged fishing vessel referred to in paragraph (1) point a and b, must have the following requirements:
   a. Fishery Business Permit (SIUP);
   b. Fishing Permit (SIPI);
   c. Fish Transportation Vessel Permit (SIKPI); and
   d. CBA; and
   e. has implemented FWA.

(3) Placement of Fishers by the owner of Fishing Vessels, Fishing Vessel Operator, or Fishers Agency and Fishing Vessel captain for Fishing Vessel flying foreign flag under the following requirements:
   a. registered at the Directorate-General;
   b. has a business license from the minister in charge of employment;
   c. a member of the association;
   d. have a labor contract agreement or job order or letter of guarantee or a letter of appointment from the owner or operator of Fishing Vessel validated by the flag state and the Representative of the Republic of Indonesia
Abroad;
(4) Fishers working under independent placement on board the Fishing vessels referred to in paragraph (1) point d with the following requirements:

a. through the rehiring system by the owner or operator of Fishing Vessels; and

b. fishers are required to have the documents as fishers of Fishing Vessels.

Article 36

(1) Fishers who work abroad must report themselves as referred to in Article 22 paragraph (2) point e to the Representative of the Republic of Indonesia in Foreign Countries before the first sign on board the Fishing Vessel.

(2) Reported themselves as referred to in paragraph (1) shall be evidenced by a certificate of self-report issued by the office of Representative of the Republic of Indonesia in Foreign Countries.

(3) Fishing Vessel Owners or operators or Fishers Agency or Skippers can facilitate and assisting the self-report process as referred to in paragraph (1).

(4) The certificate of self-report as referred to in paragraph (2) as requirement of foreign harbor master authorities to certify the crew list.

Paragraph 3
Termination of Employment

Article 37

(1) Termination of employment can be carried out if:
a. FWA is deemed null and void; and/or
b. FWA validation period expire naturally.
[2] Termination of employment as referred to in paragraph (1) shall be at the request of the Fishing Vessel Owners or operators or Fishers Agency or Skippers, the fishers, the competent authority, fisheries organizations, or organizations of fishers.

(3) Termination of employment as referred to in paragraph (1) shall be at the request of the Fishing Vessel Owners or operators or Fishers Agency or Skippers, among other things because:
   a. No longer productive at work;
   b. neglect of duty;
   c. does not comply with laws and regulations;
   d. using false documents;
   e. jeopardize the work order on board the Fishing Vessels; and/or
   f. involved in a criminal act.

(4) Termination of Employment as referred to in paragraph (2) may be carried out by the fishers, with such reasons:
   a. often receives threats, persecution, and oppression;
   b. no protection and welfare;
   c. no wages payment;
   d. violating the provisions of the legislation; and/or
   e. committing an immoral act.

(5) In the event of employment termination, the Fishing Vessels Owners, Fishing Vessel Operator, Fishers Agency, or Skippers are obliged to pay the rights of Fishers until the end of employment term and until the vessel harbors in the designated fishing port or public port.

Article 38

(1) FWA is declared as null and void as referred to in Article 37 paragraph (1) point a, if:
a. Fishers documents are incomplete or false;
b. document of Fishing Vessel Owner, Fishing Vessel Operator, the fishers agency, or skippers are incomplete or false;
c. fishing Vessel documents are incomplete or false;
d. fishing vessels are disputed;
e. Fishing vessels otherwise stated as having problematic legal status by the authorities or fisheries organizations or fishers organization;
f. Fishers stationed on board the vessels with improper identities according to FWA;
g. Fishing vessels declared as not proper to sail by the authorities;
h. Fishing vessels have exceeded the technical age limit; or
  i. Fishing vessels operating area declared in a state of war.
(2) FWA validation period is declared as naturally ended, as referred to in Article 37 paragraph (1) letter b, if:
  a. FWA validity period expired;
  b. Fishers conducting illegal, unregulated and unreported (IUU) fishing and/or trans international crime;
  c. Fishing vessel owner or Fishing Vessels operator are declared bankrupt by a binding court verdict;
  d. Fishing vessel sinks;
  e. Fishing vessels are sold legally;
  f. Fishers are transferred to another fishing vessel of different fishing gear types;
  g. Fishers suffered from persecution;
  h. Fishers are declared medically unfit for service;
  i. Fishers died;
  j. Fishers resigned;
k. Fishers involved in criminal cases;
l. Fishers proven legally to deliberately perform actions that might inflict a financial lost towards the owner or the operator of fishing vessel; or
m. Fishers, due to its own negligence, have been left out by the Fishing Vessels.

**Article 39**

(1) During the FWA validity period, the fishers can be transferred to another fishing vessel on the condition:
   a. using similar type of fishing gear; and
   b. same fishing vessel owners or operators of the same fishing vessel.

(2) The transfer of fishers referred to in paragraph (1) with the following provisions:
   a. Fishing vessels under repair (docking); or
   b. Fishing Vessel got in an accident.

(3) The transfer of fishers referred to in paragraph (1) shall be equipped with:
   a. FWA addendum by changing the name of Fishing Vessels; and
   b. reported and approved by the competent authority.

(4) FWA Addendum referred to in paragraph (3) point a is an integral part of previous FWA.

**Paragraph 4**

Mediation and Advocacy

**Article 40**

(1) In the event of any problems occur in implementing the FWA, disputes can be solved by consensus between the two parties and/or mediated by the harbor master at the Fishing port or Indonesian Mission Abroad.
(2) Completion of the problems referred to in paragraph (1) is based on national and international regulations, with respect to:
   a. FWA;
   b. placement agreement between the owner of Fishing Vessels, Fishing Vessel Operator with Fishers Agencies; and
   c. CBA.

(3) In the event that one party violates the provisions of FWA implementation on Indonesian-flagged fishing vessel or foreign flagged fishing vessel in national territory shall be settled by consensus between the two parties and/or mediated by the harbor master at the Fishing port referred to in paragraph (1).

(4) In the event that one party violates the provisions of FWA implementation on Indonesian flagged fishing vessels abroad, the harbor master at the Fishing port shall give warning to the owner of Fishing Vessels, fishing Vessel Operator or Fishers agency to immediately resolve the issue in accordance with the FWA contents.

(5) In the event that one party violates the provisions of FWA implementation on foreign flagged fishing vessel abroad, shall be settled by consensus between the owner of Fishing Vessels, fishing Vessel Operator or Fishers agency or Skippers that are mediated by official representative of the Republic of Indonesia in foreign countries, harbor master authority in foreign ports, and/or by the fishers unions.

(6) In the event that the two parties do not reach an agreement on the settlement of FWA provision implementation by deliberate consensus as referred to in paragraph (1), thereupon shall be resolved through industrial relations court.
(7) In case of problems with the fishers abroad concerning the FWA implementation, the Representative of the Republic of Indonesia in foreign countries shall provide advocacy assistance and/or repatriation.

Paragraph 5
Repatriation

Article 41
(1) Fishing Vessel Owners, Fishing Vessel Operator, or Fishers Agency are responsible to cover the cost of repatriation of fishers under following requirements:
   a. FWA is declared as null and void;
   b. FWA validation period is expired; or
   c. Fishers are employed not in accordance with the FWA provisions.
(2) Fishing vessel owner, Fishing Vessel Operator, or fishers agencies are not required to cover the cost of repatriation referred to in paragraph (1) if the fishers proved to violate the obligations as contained in the provisions of the FWA.

Paragraph 6
Force Majeur

Article 42
(1) Force majeure is an event that occurs beyond the control or the ability of both parties such as natural disasters, fishing vessels accident at sea, war and/or piracy.
(2) In a force majeure as referred to in paragraph (1), the owner of Fishing Vessel Owners, Fishing Vessel Operator, or Fishers Agents, or Skippers shall be responsible for maintaining the safety of the seafarers.
In a force majeure the owner or fishing vessel operator can transfer the fishers to other Fishing Vessels or repatriate the fishers.

Part Eight
Competency and Fishers Documents

Paragraph 1
Competency, Type of Fishers Certificate, and the Competent Certification Authority

Article 43
(1) Fishers must have competency in order to ensure:
   a. safety and security of sailing;
   b. safety and security and the success of fishing operations; and
   c. food safety and quality assurance of the fishing yields.
(2) Competency referred to in paragraph (1) shall be proved by a certificate of competency for fishers issued by the competent authority in the shipping safety and authorized agencies in capture fisheries.

Article 44
(1) Fishers competency certificate as referred to in Article 43 (2) shall consist of:
   a. certificate of proper sailing competence;
   b. certificate of proper fishing competence; and
   c. certificate of proper storing competence.
(2) certificate of proper sailing competence as referred to in paragraph (1) point a, is written proof of expertise/skills, knowledge, and attitude of work to be possessed by the fishers to
ensure the sailing safety in order for Fishing vessels to sail from the harbor to the fishing area and returned safely.

(3) Certificates of proper fishing competence referred to in paragraph (1) point b, is written proof of expertise/skills, knowledge, and attitude of work that to be possessed by the fishers to ensure the safety and security operation of fishing gear that are environmentally friendly as well as the success of the fishing operation.

(4) Certificates of competence for fitness at storing as referred to in paragraph (1) point c, is written proof of expertise/skills, knowledge, and attitude of work to be possessed by the fishers to ensure food safety and quality assurance of the fishing yield during the handling, processing, storage and refrigeration of fish on board the Fishing Vessels.

(5) Further provisions on fishers competency certificates is stipulated under the Minister Regulation.

Paragraph 2
Fishers Documents

Article 45

(1) Fishers who work in Indonesian flagged fishing vessel and/or foreign flagged fishing vessel are required to have legal and valid document.

(2) Fishers working on board Indonesian flagged fishing vessel should have these following documents:
   a. FWA;
   b. Competency;
   c. Health; and
   d. Insurance.
(3) For the fishers working on board Indonesian flagged Fishing Vessels operating in the high seas and/or foreign states territories shall have these following documents:
   a. FWA;
   b. competency;
   c. health;
   d. insurance; and
   e. travel (passport)

(4) Fishers working on board foreign-flagged fishing vessel shall have these following documents:
   a. FWA;
   b. competency;
   c. health;
   d. insurance;
   e. travel (passport); and
   f. employment (work visa).

Part Nine
Content and Format of Fishers’ Worker Agreement

Article 46
(1) FWA shall specifically enclose in writing:
   a. Data of Fishers, including: Name and surname of the fishers, date of birth or age, and place of birth;
   b. place and date where FWA is signed;
   c. rights and obligations;
   d. data of Fishing Vessel including: name, flag, size, registration number, and the port base;
   e. data of Fishing Vessels owner, Fishing Vessel Operator, or Fishers Agency who were involved in the FWA;
   f. Fishing operations area which can be determined at the time of FWA establishment;
   g. competency and position of the fishers to be employed on board the fishing vessels;
h. place and date of self-report of fishers (Representative office of the Republic of Indonesia in Foreign Countries and the office of the company);
i. wages amount and the calculation method and the combination of wages and profit sharing, minimum salary defined by the state;
j. FWA termination conditions;
k. insurance data, including: protection of occupational accident insurance covering illness, injury, or death and insurance for health protection and social security;
l. entitled to repatriation costs;
m. CBA reference in FWA;
n. annual leave or the formula for calculating the compensation for leave;
o. hours of rest according to national and international regulations; and
p. information on national, international regulations and regulations used in FWA.

(2) Provisions regarding the format and how to fill the FWA is listed in Annex which is an integral part of this Ministerial Regulation.

CHAPTER IV
ADMINISTRATIVE SANCTION

Article 47

(1) The owner or operator of Indonesian flagged fishing Vessel who are not complying to the obligations referred to in Article 22 (1) a, b, and/or c may be subject to administrative sanctions of fisheries business license revocation (Business Permit-SIUP).

(2) The owner or operator of fishing Vessel flying Indonesian flag who are not complying to the obligations referred to in Article 22 (1) d, e, f, g, h, i, j, k, and/or l may be subject
to administrative sanctions of Fishing Permit revocation
(SIPI) and/or Fishing Vessel License (SIKPI).

(3) The owner or operator of fishing Vessel flying Indonesian flag subject to administrative sanctions as referred to in 47(1) and 47(2) could lead to:
   a. revocation of fishing vessel notification in regional and international fisheries organizations; and/or
   b. submission of license revocation on the use of labor to the ministry responsible for labor affairs.

(4) The owner or operator of Indonesian flagged fishing Vessel who are not complying to the obligations referred to in Article 22 (1), may be subject to recommendation submission to be included in blacklist of the flag state of the vising vessel, state that operates the fishing vessel, state of Fishing operating area, and/or regional and international fisheries organizations.

Article 48

(1) Fishers agencies who are not complying to the obligations referred to in Article 22 (1) b, f, g, i, and/or j may be subject to administrative sanction of revocation from the compliant list of Fishers Agency.

(2) Fishers agencies that are subjected to administrative sanctions referred to in paragraph (1), may be reported for revocation of their operating license to the institution that issued the permit.

Article 49

(1) Skippers who are not complying to the obligations referred to in Article 22 (1) c, d, e, f, g, k, and/or l, are subjected to administrative sanctions of competencies documents revocation as fisher.
(2) Fishers who are not complying to their obligations and violates the provisions referred to in Article 22 (2) shall be subjected to administrative sanctions of competencies documents revocation as fishers.

(3) Skippers and fishers subjected to administrative sanctions referred to in 49 (1) and 49 (2) may be reported for recommendations to revoke other fishers documents to the institutions that issued those documents.

CHAPTER V
OTHER PROVISIONS

Article 50
(1) Every intern on board Indonesian-flagged fishing vessel and/or foreign-flagged fishing vessel must be equipped with FWA to have job training.

(2) The interns referred to in 50 (1) shall be minimum of 16 (sixteen) years of age.

(3) The interns shall have training companion among the fishers.

(4) Requirements for FWA establishment for the interns shall comply with this regulation.

CHAPTER VI
TRANSITIONAL
PROVISIONS

Article 51
When this Ministerial Regulation enters into effect, the implementation of existing regulations governing the fishers work agreement for fishers shall remain valid as far as they are in contradictions or replaced by this regulation.
CHAPTER VII CLOSING PROVISIONS

Article 52
This Ministerial Regulation will enter into effect on the date of the promulgation hereof.
For this Ministerial Regulation to be known to the public it is hereby ordered that the same is to be published in the State Gazette of the Republic of Indonesia.

Enacted in Jakarta
on 28 of November 2016 MINISTER OF MARINE AFFAIRS AND FISHERIES REPUBLIC OF INDONESIA,

Signed by
SUSI PUDJIASTUTI

DIRECTOR GENERAL
REGULATION AND LEGISLATION MINISTRY OF JUSTICE AND HUMAN RIGHTS OF THE REPUBLIC OF INDONESIA.

Signed by
WIDODO EKATJAHJANA

STATE GAZETTE OF THE REPUBLIC OF INDONESIA YEAR 2016, NUMBER 1825
Salinan sesuai dengan aslinya

Kepala Biro Hukum dan Organisasi,

[Signature]

Tini Kartini
# APPENDIX

MINISTER OF MARINE AFFAIRS AND FISHERIES
REPUBLIC OF INDONESIA,
No. 42/PERMEN-KP/2016
CONCERNING
FISHERS WORK AGREEMENT FOR FISHING VESSEL SEAFARERS

## FORMAT AND HOW TO COMPLETE THE FISHERS WORK AGREEMENT

<table>
<thead>
<tr>
<th>01 Nama operator kapal perikanan</th>
<th>04 Tempat penandatangan</th>
<th>05 Tanggal penandatangan</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Principals full name</em></td>
<td><em>Place of signing</em></td>
<td><em>Date of signing</em></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>06 Tipe dokumen PKL</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Legal type of agreement</em></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>07 PKL mengacu pada peraturan dari</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>This agreement is subject to the law of</em></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>08 PKL mengacu pada PKB</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>This agreement is subject to the collective bargaining agreement</em></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>09 Gaji bulanan</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Monthly wages</em></td>
</tr>
<tr>
<td><strong>Tunjangan, bonus, uang tunggu atau bagi hasil</strong> (halaman 2)</td>
</tr>
<tr>
<td><strong>Allowance, incentives, standby compensation or share basis</strong> (page 2)</td>
</tr>
<tr>
<td>02 Nama lengkap Awak Kapal Perikanan (nama panggilan, nama tengah dan nama keluarga)</td>
</tr>
<tr>
<td>---------------------------------</td>
</tr>
<tr>
<td>Fisher’s full name (given names, infixes and family names)</td>
</tr>
<tr>
<td>12 Jenis kelamin</td>
</tr>
<tr>
<td>Fisher’s gender</td>
</tr>
<tr>
<td>14 Tempat lahir</td>
</tr>
<tr>
<td>Fisher’s birth place</td>
</tr>
<tr>
<td>16 Kapal Perikanan (nama dan tanda kapal)</td>
</tr>
<tr>
<td>Fishing vessel’s fish mark (if any) and name</td>
</tr>
<tr>
<td>18 Kebangsaan kapal perikanan</td>
</tr>
<tr>
<td>Fishing vessel’s nationality</td>
</tr>
</tbody>
</table>

- | 03 Pemilik Kapal Perikanan (nama) |
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Fishing vessel owner’s (full name)</td>
</tr>
</tbody>
</table>

| 19 Jenis alat penangkap ikan | 20 Daerah operasi penangkapan ikan |
| Type of fishing gear | Fishing ground |
21 Tempat dan tanggal pemberangkatan pertama kali sesuai PKL ini  
*Place and date of the fisher’s first embarkation under this agreement*
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>22 PKL ini dibuat untuk (masa berlaku dan masa percobaan)</strong></td>
<td><strong>This agreement is made for (enter period and trial period)</strong></td>
</tr>
<tr>
<td>Paraf persetujuan</td>
<td>Paraf persetujuan</td>
</tr>
<tr>
<td><em>Approval sign</em></td>
<td><em>Approval sign</em></td>
</tr>
<tr>
<td><strong>23 Tambahan upah awak kapal perikanan</strong></td>
<td><strong>Bonus ikan hasil tangkapan per ton</strong></td>
</tr>
<tr>
<td><em>Additional fee of fisher</em></td>
<td><em>Catch bonus per ton</em></td>
</tr>
<tr>
<td></td>
<td>Tunjangan berlayar per hari</td>
</tr>
<tr>
<td></td>
<td><em>Sailing allowance per day</em></td>
</tr>
<tr>
<td></td>
<td>Uang tunggu per hari</td>
</tr>
<tr>
<td></td>
<td><em>Standby compensation per day</em></td>
</tr>
<tr>
<td><strong>24 Bagi hasil tangkapan</strong></td>
<td></td>
</tr>
<tr>
<td><em>Share basis of catch</em></td>
<td></td>
</tr>
</tbody>
</table>
25 PKL antara pengguna dan Awak Kapal Perikanan mengikuti ketentuan:

*FWA between the principal and fishermen comply with the provisions:*

Pasal I/Article I

Data yang termuat dalam kotak 01 sampai 22 merupakan bagian yang tidak terpisahkan dari PKL ini

*Boxes 01 up to 22 inclusive and the data contained therein constitute an integral part of this agreement*
Pasal II/Article II
Awak kapal perikanan yang disebut pada kotak 15 kompeten bekerja pada kapal perikanan sesuai kotak 16 atau kapal perikanan lainnya yang ditunjuk oleh pengguna The fisher undertakes to work in the capacity mentioned in box 15 on board the fishing vessel mentioned in box 16 or any other fishing vessel nominated by principal

Pasal III/Article III
Asuransi yang disebutkan pada kotak 11 meliputi asuransi kecelakaan kerja, asuransi jiwa dan asuransi kesehatan
Insurance referred to in box 11 was a work accident insurance, life insurance and medical insurance

Pasal IV / Article IV
Daerah penangkapan ikan pada kotak 20 dapat dipisahkan menjadi perairan kepulauan dan teritorial, ZEE negara operator, laut lepas, ZEE negara lain yang dapat memiliki dampak hukum terhadap kegiatan IUU fishing dimana operator dan nakhoda Kapal Perikanan wajib bertanggungjawab
The fishing ground in box 20 can be separated into archipelagic and territorial waters, EEZ the operator country, the high seas, the EEZ of other countries that may have a legal impact on IUU fishing activities in which the operator and skipper of a fishing vessel shall be responsible

Pasal V / Article V
Pasal-pasal yang tercantum dalam Lampiran PKL ini, merupakan bagian yang tidak terpisahkan dari PKL ini.
Dalam kasus tidak sesuai antara pasal PKL ini dengan PKB yang diterapkan, meskipun ada PKB yang berlaku, lebih menguntungkan bagi Awak Kapal Perikanan bila memperhatikan ketentuan PKL ini dan ketentuan yang lebih baik dalam PKB dapat juga digunakan.
The articles, contained in the articles of agreement attached hereto, constitute an integral part of this agreement.
In case of any discrepancies between the articles of agreement and the applicable collective bargaining agreement, if any, the collective bargaining agreement prevails, unless the concerning provisions of the articles of agreement are
more favorable to the fisher and the collective bargaining agreement allows such better provisions.
26 Pernyataan awak kapal perikanan  
Fisher’s declaration

Dengan ini saya menyatakan bahwa saya mendapatkan kesempatan mempelajari dan mendapatkan penjelasan ketentuan PKL sebelum diputuskan. Saya memahami isi PKL ini, dan disaksikan saat penandatangan PKL ini.

I hereby declare that I had an opportunity to review and seek advice on the terms of this agreement before it was concluded. I have found this agreement comprehensible to me, in witness whereof I have signed it.

27 Tandatangan pengguna atau kuasa  
Signature of the principal or his authorized representative

28 Nama penandatangan  
Signatory’s name

29 Tandatangan awak kapal perikanan  
Signature of the fisher

How to complete the Fishers Work Agreement (FWA) for the fishers of Fishing Vessel

How to fill the FWA format box for fishing vessel seafarer:

(a) 01-08 box filled with user data which is in charge of hiring the fishers of a fishing vessel:

i. Box 07 filled with number of labor regulations agreed between the fishers and responsible employer, as a reference for FWA;

ii. CBA shall be an agreement made between the responsible employers with the Director General.

(b) Box 09 filled with nominal of monthly salary as agreed with the fishers (minimum amount refers to the rules on box 07), if there are any additional wages can be set at box 23. Box 24 is filled if applying the profit-sharing system.

(c) Box 10 is quite clear.

(d) Box 11 is filled with number of insurance policies with minimum validity period until the end of FWA. Insurance premiums should not be deducted.
from the basic salary. The insurance value shall be in accordance with the provisions in box 07.
(e) Box 02, 12, 13, 14, 15 is filled in accordance with the seafarers employed.

(f) Boxes 03, 16, 17, 18 is filled according to Fishing Vessel owners and registration of fishing vessel.

(g) Boxes 19 and 20 is filled in accordance with the fishing vessel operational plan. The box as reference for competence and remuneration.

(h) Box 21 is quite clear. The box as reference for departure and return transportation costs.

(i) Box 22 is quite clear. The box as reference for wage compensation when FWA period turn to end in the ocean or not returned in accordance with box 21:
   i. Probation related to cultural and environmental conditions;
   ii. Repatriation at the request of the fishers due to culture and environmental conditions shall be borne by the seafarer.

(j) Boxes of initial approval is filled if it has been understood and approved.

(k) Boxes 23 and 24 is filled in as complementary to box 9.

MINISTER OF MARINE AFFAIRS AND FISHERIES
REPUBLIC OF INDONESIA

Signed by

SUSI PUDJIASTUTI