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INDONESIA OCEAN JUSTICE INITIATIVE

The Indonesian Ocean Justice Initiative (IOJI) is an independent Indonesian think tank institution established with the purpose to (i) conduct evidence-based policy advocacy at the national, regional, and international levels to support good and sustainable ocean governance, (ii) strengthen the network of cooperation between the government and civil society at the national, regional and international levels to support action coalitions in realizing sustainable ocean development practices including to the achievement of the Sustainable Development Goals (SDGs), (iii) encourage and cooperate with law enforcement agencies at the national, regional and global levels with regards to law enforcement of maritime-related crimes and transnational organized fisheries crime, including the criminal fishery practices, trafficking in persons, slavery, and others. IOJI was established in January 2020 and obtained legal entity status from the Ministry of Law and Human Rights in February 2020. The founders of IOJI are Hassan Wirajuda, Mas Achmad Santosa, Arif Havas Oegroseno, Yunus Husein, Todung Mulya Lubis, Laode M. Syarif, Josi Khatarina, Aldilla Stephanie, Fadilla Octaviani, Stephanie Pretty Rizka Juwana, and Aditya Salim.

EXECUTIVE SUMMARY

THE VICIOUS CYCLE OF WORKING AT SEA: A STRENUOUS JOURNEY OF INDONESIAN MIGRANT FISHERS

Indonesia is among one of the sending countries for migrant fishery workers (“**Workers**”) to work on foreign-flagged fishing vessels. Although the exact number is yet to be discovered, the data from the Directorate of Indonesian Citizen Protection and Indonesian Legal Entity, Ministry of Foreign Affairs (“**Ministry of Foreign Affairs**”), exhibited that there are approximately 250,000 Indonesian Workers working on foreign-flagged fishing vessels during 2013-2015 period. The said data also indicated that Taiwan and South Korea are among the 2 (two) countries with the highest number placements of Indonesian Workers, with a total of 217,655 people and 31,792 people, respectively.

Beneath the myriad number of Workers mentioned above, it was exposed that a majority of them have encountered adversities while working abroad. During 2012-2015 period, the Ministry of Foreign Affairs has facilitated dispute resolutions for 2,368 Indonesian Workers who stumbled upon predicaments while abroad. Cases pertaining to labor rights are among the most prevalent, amounting to 1,148 cases (48.4%). While in the second place, there are 833 cases of human smuggling (35.1%) and 287 cases of trafficking in person (12.1%). During the first semester of 2020, there are 237 Indonesian Workers who worked on Chinese-flagged fishing vessels reported to have experienced labor disputes to the extent of becoming victims of trafficking in person, including the case of the at-sea banishment of Indonesian Workers’ remains from the Long Xing 629 fishing vessel.

In response to the findings above, the *Indonesia Ocean Justice Initiative* (“**IOJI**”) has conducted research to identify and understand the realities, needs, and perspectives of the Indonesian Workers. This study aims to ensure that all policy recommendations addressed to policymakers, to escalate Indonesian Worker protection, are fundamentally based on

factual certitude. This research was conducted for 4 (four) months from November 2020 to February 2021, using direct interview and FGD method with Workers, focusing on 3 (three) identified *lumbung ABK* (Workers hometown) locations in Indonesia, namely Tegal (Central Java), Pemalang (Central Java), and Bitung (North Sulawesi).

This study was conducted involving 48 Workers and seafarers, of which 37 had experience working on foreign-flagged fishing vessels, while 11 others had experience working on Indonesian-flagged non-fishing vessels. Most of the said 37 Workers have experienced working in more than 1 (one) flag state and in more than 1 (one) type of fishing gear. Among the involved Workers, Taiwanese-flagged fishing vessels are among the one Indonesian Workers worked at the most, that is 27 people; followed by Chinese-flagged (8 Workers), Spain-flagged (7 Workers), Portuguese-flagged (6 Workers), and South Korean-flagged (4 Workers) fishing vessels. Other flag-state where several Workers worked at included: Japan, America, Trinidad Tobago, South Africa, Suriname, Belize, Chile, and Philippines. Meanwhile, on the fishing vessels where the Workers worked on, the most commonly used fishing gears are long line (used by 18 people), hooks and lines (used by 17 Workers), nets (used by 11 Workers), and trawling (used by 7 Workers); some others types of fishing gear used include purse seine. Several workers also had experience working on carrier vessel that transport fish.

IOJI has identified reasons behind the major appeal for the Indonesian population to work as Workers on foreign-flagged fishing vessels. The two primary reasons identified are the insufficient opportunity to work in Indonesia and the unstable income from working on local Indonesian-flagged vessels. Meanwhile, working on foreign-flagged fishing vessels is considered to provide a more stable income with a higher offered salary than working locally. Although, in practice, this is highly depend on what flag state the Worker got placed on.

Worker candidates often obtain job vacancy information to work on foreign-flagged fishing vessels through social media (*Facebook* and *Whatsapp*), as well as information from brokers/intermediaries. These brokers are often close family members or relatives of the Worker candidates who have had experience working on foreign fishing vessels. Thus, the Worker candidate fully trusted the information provided to them, accordingly, not compelled to conduct any further investigation whether the employing company possesses any valid permit or if they are involved in exploitative work practices. The unavailability of access to information pertaining to these ‘malicious’ recruitment companies often entrapped Worker candidates to be placed by the said companies.

In turn, the costs incurred to the prospective workers are also relatively large and varied depending on the flag state of the vessel where the Worker worked at. In addition, it was found that there are at least 9 (nine) types of placement fees imposed on the Worker candidates. Often, these costs are not disclosed in advance by Indonesian recruitment companies to the prospective workers. Upon realization, the amount abhorrently exceeded the standard specified in accordance with the regulations, so that the prospective workers are trapped into debt or even pledge their assets in order to be eligible to work abroad. The debts arising from these pre-employment costs are often paid through salary deductions, to the extent that many of the Workers do not receive any amount of salary, at all, in their first 6 (six) months of work.

The practices discovered in the pre-departure stage included the retaining of prospective workers' personal documents, among others: identity card, family card, birth certificate, diploma, and even land-ownership documents. These documents are withheld by the Manning Agencies to ensure that Worker candidates are incapable of 'running away' during their contract period or to ensure repayment of debts incurred to the Workers for placement fees. In addition, practices of document forgery against Worker's documents were also discovered, whereby it is detrimental to the said Worker's safety and security.

During their work period, the Workers experienced inhumane treatment and working experience. From not allowed to rest, inadequate living conditions and daily provisions, unavailable onboard health facilities if the Workers got sick or experience work accidents, to verbal and physical violence. Based on the interview conducted, it is apparent that the vessel's flag state, type, and fishing gear used prominently determine the risk of worker exploitation. As an example, vessels not using modern fishing gear are more likely to exploit Workers' working hours, until they could meet a certain catch target.

In the event of rights' violations or violence occur, the Workers have attempted various means to seek remedies, starting with recruitment agencies in Indonesia or manning agencies in the placement country, government agencies, to trade unions, with varying responses. However, the most common form of resolution is through mediation. Instances where workers filed for civil lawsuits or reported to the Indonesian Police for criminal proceedings are very rare. One of the reasons is because legal process relatively takes time, causing worker unable to seek and apply for other job that could fulfill their daily needs.

In this research, we have identified and formulated recommendations to improve worker's protection based on what they desired. These recommendations has been categorized by to whom the recommendations are addressed for: vessel owners/operators, foreign manning agencies, recruitment Agencies in Indonesia, Indonesian government agencies, and NGOs.

Upon learning the various predicaments experienced by Workers on foreign fishing vessels, ranging from problems relating to recruitment to salary payment and grievance mechanisms, at least 3 (three) structural problems have been identified. *Firstly*, the imbalance power relations, placing the Workers in a weak bargaining position against Indonesian recruitment agencies as well as vessels' operator. *Secondly*, the government authorities' lack of supervision in ensuring the fulfillment of Worker's rights, during prior, during, and post working period. *Thirdly*, the absence bilateral agreement between the Government of Indonesia and the Government of the flag state in protecting its workers, resulting in the continuance of exploitative practices as well as no legal prosecution taking place to the assortment of human rights violations that occurs in the flag state.

Given the high risk and vulnerability of Indonesian Workers working on foreign fishing vessels, multi-stakeholder cooperation is paramount in ensuring effective protection. The Government of Indonesia shall improve its Workers' protection governance and strengthen the supervision against protection implementation carried out by Indonesian recruiting agencies and other stakeholders. Enhancement of skills, expertise, and knowledge through some capacity buildings are among the most important factors required in improving the Worker's bargaining position. The Indonesian Government shall also create a bilateral agreement with destination countries in the hope to increase protection over Workers abroad.

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Glossary of Terms

Basic Safety Training or **BST** is a set of training and its certificate in which the Workers are required to participate prior to working, which focuses on health and safety procedures of work onboard the Vessel.

BP2MI shall refer to the Indonesian Migrant Workers Protection Agency.

Broker(s) shall refer to individual(s) hired by the Manning Agency(ies) to recruit Worker candidates at remote areas, generally Broker(s) were former Worker themselves.

Chain Broker(s) shall refer to individuals hired by the Brokers to recruit Worker candidates at inaccessible or isolated areas. In most cases, Chain Broker(s) were former Worker themselves.

Charge Fee or **Placement Fee** means the compulsory fee that most Workers have to pay in order to get a placement in the Destination Country.

Deposit or **Security Deposit** shall refer to the deducted amount of the Workers' salaries or wages, that serves as a guarantee made by the Workers to complete the working period as stated in their Employment Contract, which would be paid back after the Contract has ended or, alternatively, it may be used to pay for the Worker's airline ticket in case they did not finish their working period.

Destination Country(ies) shall refer to the countries where the Worker(s) is placed to work in.

Employment Contract(s) means the fishery seafarer's employment contract made between Worker(s) and the Indonesian Manning Agency, or in some occasions, made between the Worker(s) and the foreign Manning Agencies or the Vessel Owner.

FGD shall refer to Focus Group Discussion.

Fishing Gear means the tools used by the Workers to catch the fishery yields.

Flag State shall refer to the jurisdiction of the country in which the Vessel is registered or licensed, thus deemed as the nationality of the Vessel.

Indonesian Government Representative Office shall refer to the

Indonesian governmental agencies placed in the Destination Country(ies), such as the Embassy of the Republic of Indonesia, Consulate General of the Republic of Indonesia, and the Indonesian Economic and Trade Office.

Manning Agency(ies) shall refer to recruitment and placement companies that manage the overall process of recruitment, placement, and/or salary payment of Worker to work at a foreign-flagged Vessel; Manning Agencies may be distinguished into Indonesian Manning Agencies located in Indonesia and Foreign Manning Agencies located in the Destination Country.

NGO shall refer to non-governmental organizations, international organizations, and associations, which directly or indirectly contributed to the efforts of Worker's protection and empowerment.

SKCK shall refer to the Certificate of Police Records that states the absence or existence of any criminal records of an Indonesian citizen, issued by Indonesian police agencies.

Vessel(s) or **Fishing Vessel(s)** shall refer to fishing vessel(s).

Vessel Owner shall refer to the owner of the fishing Vessel where the Worker(s) work.

Worker(s) or **Fishery Worker(s)** shall refer to Indonesian Migrant Fishery Worker(s) as stipulated in Law No. 18 Year 2017 regarding Indonesian Migrant Worker's Protection.

Worker Association(s) or **Worker Union(s)** shall refer to any group, association, or union consisted of Workers, organized for mutual aid, protection, and empowerment of its members or any other purposes relevant to their collective occupation. Worker Association(s) may be established or located in Indonesia or the Destination Country.





Workers Involved in The Community Discussion

The research or interview involved 48 Workers in total, of whom 37 Workers have had experience working on foreign-flagged Fishing Vessels, while the other 11 have only experienced working on Indonesian-flagged non-fishing vessels. Therefore, these 11 Workers do not have any experience as Migrant Workers. The research or interviews were conducted in 3 (three) cities that are considered as a “*lumbung ABK*”—which means, it covered the areas of migrant fisheries Workers origins in Indonesia, namely Tegal, Pemalang (Central Java), and Bitung (North Sulawesi) since November 2020 to January 2021.

The majority of the 37 Workers involved in the discussion have had experience working on Fishing Vessels with the Flag State of Taiwan (27 people), China (8 people), Spain (7 people), Portugal (6 people), and South Korea (4 people), while others have worked on Fishing Vessel with the Flag State of Japan, America, Trinidad Tobago, South Africa, Suriname, Belize, Chile, and the Philippines (**Appendix 1**). Regarding the Fishing Gears, the majority of the Workers have experienced working on 4 (four) Vessels with these types of Fishing Gears: long line (18 people), hooks and lines (17 people), nets (11 people), and trawl (7 people), while others have worked at Fishing Vessels with purse seine Fishing Gears and fish-carrier Vessels (**Appendix 2**). Most of the Workers have experienced working on more than one Flag State and more than one type of Fishing Gear during their lifetime.

Workers in Tegal and Pemalang, Central Java

In total, there were 24 Workers involved in the discussions at Central Java. Most of these Workers have experienced working in more than one Flag States. Most of the Workers came from villages located in Central Java,

namely Pernalang and Tegal, while three of them came from Rote Island (East Nusa Tenggara), Ambon City (Maluku), and Manado. These three Workers departed to Tegal because there were no Manning Agency in their area of origin that could facilitate them to work on board foreign-flagged Fishing Vessels.

Collectively, those aforementioned Workers had a working experience in 12 different foreign-flagged Fishing Vessels, where the majority of them have worked on board Fishing Vessels with the Flag States of Taiwan, Spain, and Portugal. The Workers have also worked on Vessels with various Fishing Gears, including (i) purse seine, (ii) long line, (iii) fish-carrier Vessel, (iv) trawl, (v) hook and fishing line, (vi) squid jigging, and (vii) combination of fishing rods, nets, and hooks (**Appendix 3**). However, there were three Workers who did not know the type of Fishing Gear used on the Vessel where they worked because these Workers usually worked as chefs, hence they did not use the Fishing Gear.

Workers in Bitung, North Sulawesi

In total, there were 24 Workers involved in the discussions at Bitung. These Workers come from 2 (two) Worker Associations located in Bitung, namely the *Serikat Awak Kapal Perikanan Sulawesi Utara*—United Workers Union in North Sulawesi (SAKTI) and the *Serikat Pelaut Sulawesi Utara*—North Sulawesi Seafarers' Union (SPSU). Thirteen Workers from SAKTI have experienced working on foreign-flagged Fishing Vessels, while the other 11 (eleven) seafarers from SPSU have experienced working on commercial Indonesian-flagged vessels, such as tugboats, passenger vessels, and carrier vessels. Although most members of SPSU were non-Workers, the association actively advocates for the issues of the Workers.

Collectively, 13 (thirteen) aforementioned Workers from SAKTI have experienced working on 3 (three) different foreign flagged-Fishing Vessels, namely Taiwan, China, and the Philippines. These Workers have also worked on Vessels with various Fishing Gear, including (i) long line, (ii) trawl, (iii) hooks and lines, (iv) squid jigging, and (v) nets. (*Appendix 4*)



Results of Discussion with the Workers

Findings: Prior to Departure

Motivation/Community

Job Alternatives to Fishery Worker—A Job Comparison

Generally, the Workers come from neighborhoods environment that are predominantly engaged in fisheries sector or they may have come from Indonesian fishermen families, where many of the family members and/or the Workers themselves have had experience working on board Fishing Vessels, both local and foreign. Most of the Workers who decided to work on foreign Fishing Vessels have previously had experience working on local Fishing Vessels in Indonesia.

Based on our interview in Pematang, one of the Workers explained that there are, in fact, another job alternatives in the area where he lives, such as working as (i) farmer, (ii) construction worker, and (iii) factory employee. For instance, in a village in Pematang, the majority of the people there are working as farmers. However, these Workers still chose to work on foreign Fishing Vessels because they are tempted with its salary which is deemed to be higher, not to mention its monthly payment. Inclined to such working condition, it is more preferable compared to working as a farmer, whose income is rather uncertain because it depends on the harvest season.

Driving and Appealing Factors to Work as A Fishery Worker— Spread of Job Vacancy Information

1. Driving Factors

During the interviews, we identified several main factors that prompted the Workers to choose a job as a Migrant Fishery Worker, which are, among others:

- a. The income gained from working on board local Indonesian Vessels is rather equivocal. This is caused by a “profit-sharing system” applied by the Indonesian fishing companies that rely heavily on the number of catches. Hence, when it comes to non-fishing season, the catches would be very low, which consequently impacts the fishery worker’s income. Another factor that impacts the earnings of fishery worker under this system is somewhat the high cost of Vessel fuel, while on the other hand, caught fish are sold at a relatively cheap price.
- b. The average income of a local Indonesian fishery worker is very low. It varies from Rp130,000 to Rp3,000,000/month or equivalent to between US\$ 9 to US\$ 210/month (particularly in Tegal and Pemalang, it ranges from Rp130,000 to Rp1,500,000; while in Bitung it ranges from Rp2,000,000 up to Rp3,000,000). The income received usually does not include the deductions from the fishery worker’s allowance while on board the Vessel.
- c. More often than not, finding a job in the area becomes difficult because of the community’s low education level. Generally, people with low education level are forced to work in informal sector, such as farmer. The Workers acknowledged that a farmer’s income is rather uncertain because in order to make a decent earning, they have to wait for yields to be harvested in harvest season only.
- d. In Tegal and Pemalang, social factor play a role in which the community still perceive that working as a Worker is a way to improve a person’s social status. This opinion derives from the fact that a Worker is required to pay a considerable amount of money if they want to be placed on board a foreign-flagged Vessel.
- e. For younger people, working on foreign-flagged Fishing Vessel serves as an opportunity to gain experience of working abroad, which makes it even more valuable than just earning monetary benefits. One of the younger Workers believe that working on foreign-flagged Fishing Vessels could help them save money instead, since they did not have many chances to spend their money, considering the Vessel’s sailing period.

Another factor that impacts the earnings of fishery worker under this system is somewhat the high cost of Vessel fuel, while on the other hand, caught fish are sold at a relatively cheap price.

The income received usually does not include the deductions from the fishery worker’s allowance while on board the Vessel.

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2. Appealing Factors

Based on the interviews, we identified several main factors that attracted the workers to work on a foreign Fishing Vessel, which are as follow:

- a. The income gained by the Workers when working on foreign Fishing Vessels is relatively higher when compared to working on Indonesian Fishing Vessels. As a comparison, the income on foreign Fishing Vessels can be as much as US\$ 300-US\$1,000 per month, while the salary received from working on local Fishing Vessels typically ranges from US\$ 9 to US\$210 only.
- b. The working conditions on foreign Fishing Vessels from certain countries, such as Vessels from South Korea, Spain, Portugal, or other European countries, are generally better than the working condition on Indonesian Fishing Vessels. Based on the results of our interviews with the Workers, the working conditions on Taiwanese Vessels are currently much better than before, because Workers are given migrant worker identity cards, which give them the benefit of insurance facilities from Taiwanese Government.

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3. Job Vacancy Information

Workers generally obtain the information about a vacancy from fellow Workers or family members who have previously worked on foreign Fishing Vessels. As for the Workers who have previously worked on foreign Fishing Vessels, they often got a vacancy information directly from the Vessel Owner or the captain of the foreign Fishing Vessel where they initially worked. Since 2015, several Workers have also received vacancy information through social media platforms, such as *Facebook* or *WhatsApp*. Apart from those channels, Workers also received information on job vacancies from Brokers or Chain Brokers. *(This issue will be elaborated further under the recruitment scheme section below)*

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Views towards Fishery Work Profession—A Perspective from Worker’s Family and Local Community

Coming from an environment where the majority of people are involved in the fisheries sector or came from fisher families, Workers has family members or a network of associates with experience working on Fishing Vessels, both local and foreign. Therefore, it is rare to find reluctance or disapproval from the family if the Workers decide to work on local Fishing Vessels or foreign Fishing Vessels.

The local community, especially in Tegal and Pemalang areas, considered this kind of occupation as the ‘privileged people’ profession. Therefore, working as a fishery worker is perceived as one of the ways to improve a person’s social status in the community. This view is originated from the fact that a fishery worker must initially delivered a large amount of “capital” in order to work like one. Such required “capital” can range from dozens to hundreds of millions of Rupiahs, as opposed to the fact that the Workers themselves had not earned as much income as the capital they had given.

Worker’s Preferences Regarding the Employers or Manning Agencies

Most of the Workers do not understand and cannot discern between legal Manning Agencies and illegal ones. Worker candidates/Workers customarily choose the companies based on the recommendations from their relatives who have prior working experience at the same company.

Additionally, there were cases where Workers chose a company based on the available job vacancies. When a company provides vacancies at a Worker’s preferred Flag State, then the Worker tend to register through that company. In other cases, Worker candidates/Workers tend to choose companies that either offer high salaries or provide low salary deduction/admission charge fee.

Recruitment

Recruitment Scheme—Worker’s Ability to Distinguish Exploitative Recruiters

Based on the results of our interviews, the recruitment often follows a certain scheme:

Upon the information on the job vacancy, the potential Workers would register themselves, or be assisted by a Broker, to an Indonesian Manning Agency. Subsequent to their registration, the Indonesian Manning Agency will schedule their departure and provide temporary accommodations for those who came from the areas outside of Greater Jakarta, while also preparing to complete the administration requirements. In practice, the Employment Contract is only provided to the Worker and has to be signed approximately within 1 (one) to 2 (two) days, or, at the very least, 15 minutes to 1 hour, prior to their departure to the assigned Destination Country. Any fees charged by the companies is only informed to the Workers just at the time when the Manning Agencies first provided the Employment Contract for them.

Most of the Workers, especially the inexperienced ones, did not exactly have the ability to distinguish between legitimate recruiters and exploitative recruiters because, to some extent, they just trust the recommendations made by the experienced Workers, without doing any further confirmations or verification.

Based on our interviews, Workers generally obtain information about the job vacancy from (i) family, friends, or other people who have worked on foreign Vessels before, (ii) direct recruitment by the Broker/Manning Agency itself, (iii) recruitment by the Chain Brokers, usually they are the relatives or neighbors of the local Worker who were assigned by Brokers to recruit them in remote areas, unreachable by the Manning Agency or Broker, (iv) social media, especially news uploads about Worker recruitment in *Facebook*, or (v) direct recruitment by the Vessel Owners who anchored at nearby area (however, this only happened before 2015 in Bitung, North Sulawesi).

In relation to the recruitment process, many of the experienced-Workers have already known about the characteristics of exploitative recruiters, while the majority of inexperienced Workers relied heavily on the recommendations of the experienced ones, including their relatives, Brokers, or Chain Brokers without the initiative to do a more thorough verification. During our interviews and discussions, the Workers admitted that it is very common for their community to be lured by the favorable offer of getting high salaries and gaining experience of working abroad, which eventually made them did not to carry out further investigations regarding the validity of the company which recruited them. The Workers, particularly the inexperienced ones, acknowledged the fact that they were not aware of some of the most important information which needed to be verified further during the recruitment process.

Brokers and Chain Brokers—The Precarious Unconditional Trust

As one of the sources for information regarding job vacancy, Brokers or Chain Brokers are proven to be another key actors in the recruitment scheme. The Brokers are usually former Workers who had previously worked on a foreign Fishing Vessel and are assigned by Manning Agencies to seek Worker candidates in some of the unreachable regions. Based on interviews conducted in Bitung, it was discovered that these middleman practices are often multi-layered, in which the companies in need of Workers would recruit Brokers, while those Brokers would recruit another Brokers who had a direct access to potential Workers in remote areas—hence, they are called Chain Brokers. This Chain Broker’s practice is common in Bitung considering its remote location, far from Greater Jakarta which makes it difficult for companies to reach out to Worker candidates. The Broker

and Chain Broker practices are quite lucrative, as they would be paid by their employer for each Worker candidate they refer, and often earned ‘friendly reward’ given by the Worker candidate themselves as a “token of appreciation” for providing them with such vacancy information.

Since the Brokers and Chain Brokers are generally the Worker’s family, friends, or close relatives who have previously worked on foreign Vessels, the Worker candidates tend to fully trust all the information provided by these Brokers and Chain Brokers. That being said, such trust then reduces their awareness of any potential exploitation which likely to be committed by the Manning Agencies, who recruit them through Brokers and/or Chain Brokers. The Brokers and Chain Brokers themselves are not malicious to begin with, because they are only assigned to disseminate the information on job vacancies to Worker candidates without clearly being informed about the legality of the Manning Agency or the validity of the information provided by the Manning Agency—in other words, they merely spread the information about a job they were told about. Therefore, Brokers and Chain Brokers become the key populations that need to be educated about the potential, threats, and identification of exploitative Manning Agencies.

Legal Relationship Schemes—Recruiter’s Roles and Pattern of Actions

In practice, Employment Contracts are usually signed between the Workers and the Indonesian Manning Agency, hence the legal relationship formed is between the said Workers and the Indonesian Manning Agency. In this recruitment scheme, the Indonesian Manning Agency is the responsible party to manage all the arrangements related to the Worker’s placement abroad. Some of such arrangements include managing administrative documents, providing travel tickets, making salary payments as well as arranging the departure and pickup upon Worker’s return to Indonesia. However, besides the relationship between the Workers and Indonesian Manning Agency, some of the Workers have also had experiences of being employed directly by the Vessel Owners or Manning Agency in the Destination Country—that will be further explained below.

In some cases in Bitung before 2015, Workers could still directly enter into an Employment Contract with Vessel Owners because Philippine-flagged Fishing Vessels were still able to recruit Workers directly in Bitung Fishing Port. On another note, there are 2 (two) Workers in Tegal and Pecalang (Central Java) who admitted that they were recruited directly by the Vessel Owners until recently. In the said Employment Contracts shared to IOJI team by those Workers, it was found that although neither party are part of the Agreement, both the foreign Manning Agency and Indonesian Manning

Agency also signed the agreement. In such scheme, the Workers were previously hired through the Manning Agency indeed, but then got directly recontacted by the same Vessel Owner to work again, without Manning Agencies as their channel.

Preliminary Requirement Schemes—Issues regarding Document and Preliminary Charged Fees

In pre-departure phase, there are several required documents and fees demanded by the Manning Agency to the Workers. In their early phase, the Workers were generally asked about their previous working experience on Fishing Vessels, although that was not always the case—oftentimes, the Workers were never asked about anything about their working experience on Fishing Vessels. Subsequently, the Workers would be requested to provide some personal documents. In the event that the Workers do not possess the required documents, the Manning Agency would offer to assist the completion of documents at the Worker's expense.

The required documents are generally passport, seafarers' book, BST certificate, and visa (if necessary). In some cases, Manning Agency also requested for their identity card, family card, birth certificate, SKCK, and/or permission letter from family or spouse. If the Manning Agency was indeed helping the Workers to provide the required documents, the Workers would be charged to pay the document processing fees. Besides such fees, there are instances where Workers were also charged with a placement or charge fee, in which the amount varied according to the level of experience and the Flag State of the Destination Country.

The inexperienced Workers are typically charged with a higher fee than the experienced ones, so much as the experienced ones were oftentimes not charged to any fees at all. Destination Country like China has a relatively low fee that ranges from Rp0 to Rp3,000,000, while the Destination Countries like Scandinavian ones may be charged up to Rp50,000,000.

(Note: the relatively low charge on Chinese-flagged Vessels is caused by the reluctance of potential Workers, or even avoidance, to work on these flagged Vessels).

Upon interviewing the Workers, we observed that there are various forms of exploitation and illegal practices in the administrative process, such as:

(Note: the relatively low charge on Chinese-flagged Vessels is caused by the reluctance of potential Workers, or even avoidance, to work on these flagged Vessels).

1. **Non-transparent Cost Specification in Document Administration**

There are many cases where the Workers are uniformed and/or not allowed to read any documents specifying the amount of assistance costs for document completion, which will be deducted from their salary every month. In one case, a Worker had to pay a fee of Rp20,000,000, by salary deduction system, in which the amount was stated in the Employment Contract, but the details were excluded. This fee generally consisted of various fees for (i) medical check-up, (ii) seaman's book, (iii) BST, (iii) passport, (iv) visa, (v) SKCK, (vi) Security Deposit/Charge Fee, which amount depended on their choice of Flag State, (vii) brokerage fee, and/or (vii) 'friendly reward', given to the Chain Broker. In practice, some malicious individuals committed fraud by claiming to have access to provide slots in the recruitment and placement programs for Workers through the Government to Government (G-to-G) system. To gain profit, they sold these bogus slots to Worker candidates for up to Rp150,000,000 or equivalent to approximately US\$10,318.

(Catatan: rendahnya pungutan pada Kapal berbendera Tiongkok disebabkan oleh tingginya keengganan calon ABK Migran, atau bahkan cenderung menghindari, untuk bekerja di Kapal berbendera ini).

2. **Retention of Worker's Administrative Documents**

The Manning Agencies often retain administrative documents belong to the Workers. Based on our findings in Tegal-Pemalang, there are many cases where the original personal documents of the Workers, such as identity card, family identification card, and birth certificate, are retained and only being returned by the Indonesian Manning Agency after the Worker has completed their working period. According to the Manning Agencies, retention practice is done to prevent the Workers from running away before their working period expires and to ensure their debts repayment. In general, the Indonesian Manning Agencies will refuse to return the original documents to the Workers if they have not completed the contract period yet and/or have remaining debts to the company regarding the costs for document completion assistance. Meanwhile, based on our findings in Bitung, personal documents such as family identification cards, birth certificates are generally withheld solely for insurance administrative reasons that actually require some original documents, which will generally be returned within 2 (two) weeks after submission or upon the Worker's return from working on foreign Fishing Vessels. Especially for the placement fee, Workers who are unable to pay such fee are often required to submit valuable documents as

collateral, such as land certificates, to the Indonesian Manning Agency until the said fee is paid.

3. Document Forgery

We discovered that it is unfortunately common for companies to fabricate documents. From several inspections done by the supervising authorities or law enforcers, it was found that the seaman's book and BST certificates brought by the Workers were forged. This assertion was supported by the Workers' statement saying that they had never actually received any training as required to obtain the aforementioned documents. Therefore, the Workers expressed that these required documents were merely for formality purposes, hence became a burdensome additional cost.

This condition endangers Workers because (i) without proper training, most of the inexperienced Workers were not aware about the essential steps to save themselves in the event of an 'actual' emergency situation, and (ii) the Workers would have been personally liable if they were found to have brought fabricated documents.

Worker's Capacity to Monitor Salary and Debt—Worker's Primary Concerns

Most of the Workers did not discuss the debts they may have or their difficulties in paying debts. Problems that make the Workers concern are those regarding their personal documents being withheld by the recruiting company due to their outstanding debts. In order to tackle this issue, the Workers would have usually applied for new personal documents by lying to the issuing authorities that their former documents were lost somewhere. Apart from debt issue, the Workers have a bigger concern about not being able to monitor whether their salaries have been sent to their families. Certainly, the Workers would have wanted their families to receive a regular monthly income to cater their daily needs. From such finding, we believe that it would be helpful for the Workers to have a system in monitoring the income and expenses of their family back home. By utilizing the system, Workers may ensure the adequacy of their family life as well as reserve some of their income for savings.

Information about the total salary received is indeed crucial for the Workers because Indonesian Manning Agencies will always deduct the Worker's monthly salary for the numerous so-called administrative fees. In that

Especially for the placement fee, Workers who are unable to pay such fee are often required to submit valuable documents as collateral, such as land certificates, to the Indonesian Manning Agency until the said fee is paid.

case, neither the deducted amount nor its details are often disclosed in the beginning, thus the Workers would have only found out about those deductions once they receive their salary. Regrettably, the Workers often expressed their desire to return to their country of origin, upon the realization that the actually received salary were not as what was promised.

Employment Contract

Employment Contract—Signing Schemes and Plots

Almost every Worker had a written Employment Contract, but unfortunately it is rather common for the Workers to be coerced into signing the Contracts. In practice, Workers would have only been given the chance to read the Employment Contract for a mere 15 minutes to 1 hour (or at any time less than 24 hours) before their departure to the Destination Country. Consequently, this situation greatly reduces the opportunity for Workers to read the Employment Contract carefully—let alone negotiating it.

There are several findings in which the Indonesian Manning Agencies, whether indirectly or directly, forced the Workers to both sign the Employment Contract and work at the designated Destination Country. Such findings are: (i) in Tegal-Pemalang, the Employment Contracts were given only after the Worker's airplane ticket to the Destination Country had been purchased, hence the Worker would have to indemnify the ticket bill if they refuse to sign the Employment Contract, (ii) in Bitung, the Employment Contract was only provided to the Worker when they have arrived in Jakarta for transit — noting that the Manning Agency offices are usually located in Jakarta. This left the Workers no choice because they, in fact, did not have enough money to fly back to Bitung if they refuse to sign the Employment Contract, and (iii) another case in Tegal-Pemalang, the Worker was also coerced to sign a statement which contained a promise that they would pay for a compensation fee in case they ran away from the job before the contract period expires.

There are also several cases where the Employment Contract were found to be in breach with the Employment Contract's standards, or worse, the employment itself is illegitimate altogether.

Some instances of these cases are: (i) the Worker was only given a duplicate copy of the Employment Contract (not the original copy), or a photo file version of the Employment Contract, or no copy of the Employment Contract at all, (ii) in Bitung, a Worker never signed any Employment Contract in writing, because the employment itself was made only in verbal (this practice occurred before 2015 when the Philippine-flagged Vessel was

still able to conduct recruitment directly at the Port of Bitung and directly depart from there); later, the Worker in this case just found out after finishing their contract period that the Vessel they were on was conducting illegal fishing, and (iii) the findings in Tegal-Pemalang, the Employment Contract was a mere piece of paper describing the details of the salary and name of the Workers without any other provisions, such as the ones regarding on-board communication or working condition standards; the supposed Employment Contract was more similar to a receipt form.

Parties Consulted by The Workers regarding The Employment Contract

As stated before, the Employment Contract is only provided to the Workers by the company a few days before departure or even worse, right on the day of departure, causing the Workers to not have enough time to understand the content of the Employment Contract themselves, let alone discuss it with anyone. The company also do not provide any explanation or understanding to the Worker candidate regarding the content of the Employment Contract.

On another note, in considering a job, the Workers generally discuss with their families or relatives, particularly those who have already experienced working on foreign Fishing Vessels. The key information that became the main attention of the Workers when discussing work on foreign Fishing Vessels are mostly about the Destination Country, amount of salary and length of the contract period.

Issues regarding Employment Contracts—Opportunities for Digital Contract to Reduce the Risks of Exploitation

As aforementioned, the Workers paid the most attention to the terms of salary, working period, and Destination Country, but did not read the Employment Contract in detail because (a) the Workers are often not allowed to read the Employment Contract properly or (b) the Workers simply did not understand the correct standard content of an Employment Contract. The Workers generally do not have the opportunity to bring their Employment Contract home or seek assistance to consult the contents of the Employment Contract before signing it. Based on our interview results, the Workers only had the opportunity to read the Employment Contract together with the other Workers who also signed the same Employment Contract. They were not given the opportunity for consultation, which caused a lack of awareness on the part of the Workers regarding the importance of assistance prior to signing an Employment Contract. This is often the beginning of another various problems, especially those related with payroll and wage deductions.

None of the Workers we interviewed had ever signed an Employment Contract in the form of a digital document and they were generally unfamiliar with digital contracts. However, one of the recommendations formulated in the FGD was that the Workers did agree that the soft copies of each of the Worker's Employment Contract should be sent to every government agency that could supervise and protect them. This consent indicates that the Workers would support the digitalization of Employment Contract, providing that it could extensively protect them more against exploitation by any malicious parties, be it from the private sector or even the government officials.

Based on the results of our interviews, we see that digitizing the Employment Contract could assist the Workers in (i) providing the transparency of salaries and deductions information, and (ii) facilitating the accessibility of the Employment Contract and ensuring the safety of the contract from being damaged.

Transparency of salaries and deductions have been the main concerns of the Workers. Oftentimes, the Workers do not know the total salary deductions they would receive and hence could not compare their salary among Workers; there are many instances where the Workers received salaries that are far too different from each other for the same kind of job. With the existence of a digital system that could detail the total income of the Workers, not only can they monitor the detail of deductions, the Workers and community organizations/Worker Associations could also make an indexation of the average salary to later determine whether each salary offered on certain vacancies are appropriate to the industry standard.

During the FGD, it was found that the comprehensiveness of the contents and security of Employment Contract storage have also become important concerns. One common finding from our discussions with the Workers is their illiteracy regarding the importance of the Employment Contracts; both in terms of the document existence and its content. There are many instances where the Workers did not inquire about the contents of the Employment Contract at all (other than salary, contract period, and Destination Country) and had even lost or left behind the hard copy of their Employment Contract document on board after returning from the Destination Country. The findings from Bitung's Fisher Center, a Worker protection and education organization that provides consultation services, showed that it is very rare for Workers to take the initiative to consult about their Employment Contract and tend to only do so after a problem has occurred.

From these findings, we see that the digitalization of Employment Contract will help in further protecting the Workers, because (i) digital Employment Contract has a lower risk of being lost, and (ii) digital Employment Contract is easier to be sent to Worker community organizations/Worker Associations and government agencies, in order to evaluate the provisions listed therein and compare the contents with the standardized Employment Contract stipulated by the Indonesian government.

Preparation Prior to Departure

Training Prior to Working On Board—Problems Raising Out of its Absence

Practically, the only training provided to the Workers before departure was the required BST, without any additional important training, such as, for instance, training on the using of Fishing Gear. Some of the Workers complained that BST alone was insufficient to guarantee the Workers' ability to work on foreign Fishing Vessels. BST merely helped the Workers to understand the safety procedures which have to be carried out while on board the Vessel, while the Workers expressed that they actually required a more job-specific training, such as fishing skills or on-board cooking skills.

Due to the absence of these job-specific trainings to improve the work skills on Fishing Vessels, the inexperienced Workers have had difficulties adapting on board—since they are not skilled enough in the work assigned to them. This narrative of incompetence often became a cause of conflict between the Workers and the captain or foreman.

Meanwhile, there were several Workers who independently took some job-specific training, such as chef certification. By acquiring such certification, the Worker have a better chance to negotiate their salary with the Manning Agencies or Vessel Owners. Unfortunately, these sorts of certifications require additional expenses and were certainly not covered by the Manning Agencies or Vessel Owners.

On an adverse note, the BST requirement is often used by malicious parties (many of which are the Manning Agencies) as a loophole to demand additional fees from the Workers. Therefore, if the Government is to add additional job-specific training requirements, the Workers may become more vulnerable to being extorted by the Manning Agency—hence the implementation of such essential job-specific training shall be extensively supervised.

This narrative of incompetence often became a cause of conflict between the Workers and the captain or foreman.

Medical Check-up—The Existing Practices

Indonesian Workers are required to carry out a medical check-up prior to working on foreign Fishing Vessels. In practice, the medical check-ups are done before the employment begins and paid either by the Worker or by the Manning Agency which cost will then be deducted from the Worker's salary. The Workers are usually directed to take medical check-ups at hospitals or clinics appointed by the Manning Agency.

Unjustifiably, findings showed that the results of medical check-ups were falsified by Manning Agencies without any actual examination. This malpractice is detrimental to the Workers because in the event when the Workers got ill while working in the Destination Country, the company will refuse to cover their flight tickets to return to Indonesia with the excuse that the Workers have been deemed 'healthy' according to their check-up.

On the contrary, there were findings in Taiwan where the Workers were required to take additional medical check-up upon arrival, without any additional cost to the Workers. The fees of this medical check-up were charged to the Vessel Owner or Manning Agency in Taiwan in accordance with Taiwanese regulations. This practice is preferential for the Workers as it provides transparency about their health condition. If the examination shows they are ill and have to be sent home, they would not have to bear the return costs, such as plane tickets, etc.

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Preliminary Document Administration—Practices of Severe Marking-Up

Most of the Workers' departures are arranged and managed by their respective Manning Agency. Oftentimes, however, the departure of experienced Workers were not facilitated by the Manning Agencies, especially if their Employment Contracts were made directly between the Workers themselves and the Vessel Owners. In practice, the main roles of Manning Agencies are (i) connecting the Workers with the Vessel Owners, and (ii) assisting the Workers in their process to acquire compulsory documentations or fulfill administrative requirements.

Some of the required documents to be prepared by the Workers prior to departure include:

1. Identity Card (KTP);
2. Permission letter from their family/wife/guardian signed by the village head or *lurah*;
3. Police Background Check (SKCK);
4. Passport;

5. Seaman's book;
6. Family card;
7. Birth certificate; and
8. Visa.

Manning Agencies usually offer assistance to the Workers in processing SKCK, passport, seaman's book, visa, BST, and medical check-ups. Workers who used the services of a Manning Agency in acquiring these documents are billed for the administrative fees, which will later be deducted from the Workers' monthly salary. These administrative fees that would be deducted may be up to Rp20,000,000 in total. Such enormous administrative cost is due to the practice of marking-up the component of documentations' costs.

For instance, one report stated that in the process of obtaining an SKCK, one of the Workers were demanded to pay up to Rp5,000,000, meanwhile the Indonesian government has officially stipulated that SKCK administration fee shall cost a mere Rp30,000. The Workers are also often demanded to pay the passport acquiring fee for up to Rp3,000,000, even though the Indonesian immigration authorities have officially set the maximum cost for passport fee at Rp650,000 for an e-passport.

This severely marked-up document administration fee practice was one of the root causes of document retention for the Workers who have not completed the payment. As explained above, the Manning Agencies often retain original copies of the Worker's personal documents as a collateral to ensure repayment. This unlawful act clearly left the Workers with no other option other than to continue working for the same Manning Agency until their debts are repaid, or else they would be unable to seek for another job with their documents retained.



Findings: During Work Periods

Employment/Working Conditions

Variables Determining the Risk of Exploitation

The level of Worker's comfort and risk to exploitation with regards to their working condition depends on several variables, including (i) the lawfulness of the Workers' departure procedure; (ii) the Destination Country's Flag State where the Worker will work at; (iii) the types of Vessel and Fishing Gear; and (iv) the fishing location.

For Workers whose departure procedures are in compliance with applicable laws and regulations, the risk of becoming victims of exploitation is lower. This is because the Indonesian government could efficiently supervise the Workers and the Manning Agencies who sent them, particularly if any violation is found.

The location or fishing area also affects the comfort and risk of exploitation. As for Fishing Vessels fishing in high seas or areas that are geographically far from land and for a considerably long period, the potential for exploitation would be even higher. This is due to the low level of supervision at far-off sea and the difficulty for Workers to contact law enforcement officers in the event of any violence happened on board. More often than not, Vessels would only anchor after they have gone fishing for 6 months to 1 year at sea.

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In addition, based on the information provided by the Workers, two things would affect whether the Workers are comfortable working on foreign Fishing Vessels, namely smooth salary payment and absence of violence while on board.

Worker's Most Severe Risks On Board

As previously explained, the living conditions on board varies.

In general, the most prevalent complaints raised by the Workers includes (i) inhumane working hours (18-22 hours per day); (ii) verbal and physical abuse; (iii) inadequate living conditions, particularly in proper bedding and access to clean water; (iv) and the overlooked work health and safety procedures. These conditions were also exacerbated by the captains/foremen coercing the Workers to keep working even in bad weather conditions. These factors greatly affect the Workers' sense of security while working on board the Vessel.

In addition, several Workers also shared their experiences of being forcefully transferred to another Vessel (in the middle of the sea) by the captain of the previous Vessel. This forced transfer often resulted in the Workers needing to readjust to the work and personality patterns of the captain at the new Vessel. The Workers often become victims of violence when they are deemed unable to adapt to the conditions in the new Vessel.

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Workers Experiences with Regards to on Board Working Conditions—Patterns, Tendencies, and Problems

From the interviews and discussions with the Workers regarding the working condition, several patterns of problems are identified as follows:

1. The low level of understanding of working conditions on board the Vessels and the imbalance in power relations

Workers often do not amply understand or were not well explained in detail regarding the working conditions on board. Such situation was worsened by the existence of a stigma in the community that justifies/normalizes bad treatment or poor working conditions on board as common practice. This condition then turned Workers to rarely negotiate upon their working conditions as stipulated in the Employment Contract and accept all working conditions while on board the Vessel.

Subsequently, Workers who tried to negotiate with Manning Agencies and Vessel Owners were often thwarted because of an unequal bargaining power between the parties. Manning Agencies or Vessel Owners could easily withdraw the job vacancies they offer or even demand for refunds for the departure plane tickets or other costs they deliberately incur to bind the Workers meanwhile, at the same time, the Workers are in need of a job to make ends meet.

Also, to date, the Indonesian government seemingly has never supervised the Employment Contracts issued by Manning Agencies. As the consequence, there is no uniformity in the standard arrangement of the Employment Contract and no control over whether the Employment Contract has been in accordance with the prevailing laws and regulations.

2. Differences of working conditions at every Vessel type, Fishing Gear, and Flag State

Several Workers explained that the working conditions on board were very much dependent to the type of Vessel, the Fishing Gear being used, and the Flag State of the Vessel. For large-sized Vessels with more sophisticated equipment, the working conditions were generally better for Workers compared to smaller-sized Vessels with conventional equipment.

The prevailing working system in large-sized Fishing Vessels with more sophisticated equipment is a ‘shift’ system. This condition allows the Workers to have adequate rest and by virtue of the clear division of labor, there is minimal risk of conflict with the Vessel’s captain. This type of Vessel is usually equipped with adequate sanitation and health facilities. Not infrequently, they are also equipped with medical personnel on board. The examples of these are European / Scandinavian flagged Fishing Vessels.

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Meanwhile, for smaller-sized Vessels with conventional or manual Fishing Gear (minimum utilization of modern machines), the working conditions on board are different from those on Vessels with more sophisticated/up-to-date Fishing Gear. One of the Workers’ biggest complaint was that the Fishing Gears they used were not mechanized, causing the Vessels to rely heavily on Worker’s physical resources to catch the fishes. Workers are required to work for 18 to 22 hours per day. Safety, rest, sanitation, and health facilities in this type of Vessels are also inadequate. In some cases, Workers who experience working accidents were unable to get proper medical assistance. Medical assistance is only provided by the captain with simple medicines available on board.

3. Laws and law enforcement in Destination Countries affect working Conditions in Fishing Vessels

Legislation, supervision, and law enforcement in the Destination Country (Flag State of the Vessel or country where the Vessel is fishing at) also affect the working conditions and treatment by the captain towards the Workers. Countries with high legal standards balanced with strict supervision and law enforcement may reduce the potential for breaches of Employment Contract provisions or violence while on board.

For example, one Worker said that before the South Korean Government made amendments to its laws and regulations, South Korean fishers/captains were known to quite often commit physical and verbal violence against Indonesian Workers. However, ever since the amendments of laws and regulations were made along with the increased supervision and responsiveness of the law enforcement officials in the field, captains are more reluctant and apprehensive to commit violence acts against Workers. In addition, the standard of working conditions on board also got better.

Currently, South Korea is one of the most popular Destination Countries for Indonesian Workers.

To note, the Indonesian Government is currently finalizing an inter-government program on recruitment and placement for Fishing Vessel Workers in South Korea.

However, the adverse happened in several other countries. In one finding, an Employment Contract with a Vessel Owner of a Tanzanian-flagged Vessel explicitly imposed an inhumane working hour for the Workers, which is 24 hours in a day.

4. The captains of the Vessels as the primary violator of Workers' rights on board

As described in the explanation above, the captain or foreman on board the Vessels are the most common parties to committed violence or violations against the Workers' rights. Conflicts between the captain or foreman and the Workers are most frequently caused by (i) the inadequacy or inability of the Workers to carry out the work in accordance to the captain's or foreman's expectations/targets, or (ii) miscommunication between the captain or foreman and the Workers, exacerbated by the inability of Indonesian Workers to speak the same language as the captain/foreman or English.

Subsequently, when a conflict occurs, the captain/foreman often withhold food or force the Workers to perform heavier labor as a form of punishment and a way to suppress the Workers' complaints.

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Most of the Workers expressed that they did not want to work on Chinese-flagged Vessels due to the widespread information regarding the low salaries and inhumane treatment on board Chinese-flagged Vessels.

5. Some Destination Countries with the most Worker placement are among the most prone to exploitation

China and Taiwan are among the top two countries with the largest numbers of Worker vacancies. Unfortunately, the two nations were also the most precarious Destination Country for Workers to work at, as many of the most severe cases of violation and violence are reported from Workers working on their Flag States. Most of the Workers expressed that they did not want to work on Chinese-flagged Vessels due to the widespread information regarding the low salaries and inhumane treatment on board Chinese-flagged Vessels.

Several findings about these particular Flag States include, (i) a number of Workers who only found out, that they would be working on a Chinese-flagged Vessel only when they were already on board (defrauded into working on a Chinese-flagged Vessels), and (ii) several of the interviewed Workers who were placed in Chinese and Taiwanese Vessels appear to be victims of human smuggling, whereupon arriving in the Destination Country, the Workers were promptly transferred into a hidden shelters, restricted from communicating with anyone (including their family), and are prohibited to leave the shelter in order to prevent any detection by authorities—according to the Workers, this is an attempt by the Vessel Owners to avoid visa obligations, (iii) several of the Workers experienced being transhipped to another Vessel in the middle of the sea, and (iv) several Workers were stationed to work on Chinese-flagged Vessels (as stated in the Employment Contract), but got placed at and departed from Korean and Singaporean land, and fished in African sea territory (the said Workers never landed on Chinese land).

6. Confined communication access hinders complaint reporting

Access to communication is direly needed by the Workers, particularly to report any working conditions while on board and to contact family members. However, most of the Workers complained that communication access on board was very limited to the extent that it was nonexistent, especially for relatively smaller-sized Vessels, and Vessels with conventional Fishing Gears, where Workers could only communicate when the Vessel anchors on land. Generally, larger-sized Vessels often provide paid communication facilities for the Workers, while small Vessels did not provide any communication facilities on board other

than telephone in the captain's room—which may only be used by the captain, or by the Worker only in rugged conditions. The absence of communication access on board and the long time period of sailing caused the Workers to be more vulnerable in becoming victims of exploitation—because neither their family nor the government can monitor their conditions. Limited access to communication would also result in the Workers being uninformed with regards to the delivery status of their salary payments or the fulfillment of other rights.

In one finding while the Worker was on board, a captain was found to detain Workers' cell phone SIM card. The Workers were unaware of the reason behind SIM card detention—but there was a suspicion that the Vessel Owner had conspired with the Indonesian Manning Agency to ensure that Workers would be incapable of reporting their on board situations. Nonetheless, this obviously limits the possibility of Workers to communicate with their family members or other related parties.

Departure and Arrival Scheme—The Practices

With regards to the Worker's arrival procedure at the Destination Country, practically, the Vessel Owner/Manning Agency at the Destination Country would directly pick up the Workers without allowing the Workers to self-report to the Indonesian Government Representative Office in that country. Usually, the captain also retains the Worker's passport upon their arrival at the Vessel to ensure that the Workers would not escape/run away.

For Workers who worked on Taiwanese Vessels through legitimate channels or procedures, they would be given a migrant worker identity card together with a labor and health insurance document. According to one of the Workers, the issuance of identity cards and insurance document is a result of a, now, more stringent protection standards for migrant workers in Taiwan. In the following years, Taiwan has been making efforts in improving the laws and its implementation in their fishery sector.

Factors Causing Workers to Reject Re-Employment—Problems Relating to Work and Salaries Reducing the Appeal of Employment

The conditions on board the Vessel and the total salary received by Workers are important variables that affect the Workers' willingness to return working on foreign Vessels, either at the same Vessel or a different one. Many of the Workers showed no willingness to return working on any foreign Vessels altogether and chose to work only on local Indonesian

Usually, the Vessel captain or Vessel Owner will maintain a good relationship and treat the Workers well if the Workers exhibit a great work performance in accordance to the captain's or Owner's expectation; mostly, the Employment Contract will be extended immediately after it is over or the Workers are told that they may contact the captain or Vessel Owner whenever they want to work again at any time.

Vessels under considerations of (i) the inhumane or inappropriate on board working conditions, and (ii) the problematic salary payments.

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The reasons of poor working conditions on board may be divided into (a) inadequate Vessel conditions and (b) contemptible treatment.

With regards to the inadequate Vessel condition, the variables were found to be (i) inedible and rotten foods and drinks, (ii) insufficient amounts of food—either Workers were not given a decent portion or worse, not given lunch/lunch break, (iii) inhumane working hours, where Workers were generally given a mere 3 hours of rest per day; while in some cases, they are not allowed to rest at all for 3 (three) consecutive days, (iv) the demand to work even during perilous stormy weather, (v) improper living condition, where oftentimes Workers were not given a proper sleeping arrangements/ bedroom and/or have no choice but to use of distilled seawater for bathing or drinking due to the lack of clean water, and (vi) broken Fishing Gear and security equipment—in one case, the Fishing Gear broke and struck 2 Workers, which tragically killing them in an instant.

While in terms of contemptible treatment, some of the variables found were (i) violence committed by the captain or foreman—physical violence occurred most often in early 2000s, while verbal violence were still common to this date, particularly if the Worker's work performance were deemed incompetent by the Vessel Owner or captain, (ii) discrimination between native Workers from the Destination Country and Indonesian Workers (particularly happened on Chinese Vessels), which were most often in the form of discrimination in food quality or portions against Indonesian Workers (given less amount or smaller portion of food), and (iii) food retention, which were often done as means of punishment against Workers who did not comply with the Vessel's captain or foreman's orders.

In a more specific concern, verbal abuse are recognized and normalized as a very common practice. During the FGD in Bitung, Workers admitted that verbal abuse is most common when the Workers' performance was deemed lacking, particularly for non-experienced Workers. An intriguing finding on verbal violence is about various responses to verbal violence influenced by the differences in socio-cultural environments: for instance, Workers

from Tegal-Pemalang are relatively uncomfortable with verbal abuse, while Workers from Bitung stated that they mostly were not disturbed because they are used to raised voices.

Meanwhile, problematic salary payments are very common due to the deductions made by Indonesian Manning Agencies, which resulted in Workers thinking that the salary they receive is much lower than promised. Commonly, two patterns of events take place when the Workers are informed about the amount of salary they received, which are (i) in the event that the Worker is still in the Destination Country and receives information that the salary he got is less than what was promised, they will request to be repatriated, whereas (ii) on condition when the Worker has arrived in Indonesia after completing their working period and received (or does not receive) their salary, they will refuse to return working on foreign Vessels because they felt disappointed. In the FGD, it was found that Workers felt that the salary they received was not only different from what was promised but also inappropriate to the work they had performed, in which they had to leave their loved ones and even risk their lives at foreign seas. One of the Workers stated that with their much deducted salary, the amount of income they receive becomes just the same as if they had worked on land—which are less profitable compared to the promises, but would have had much lower risks and allowed them to meet their family every day.

Relevant to our findings, it has to be noted that the Destination Country is also a variable that determines the good form of Employment Contract, working conditions on board, and salary, which consequently affected the desire of Workers to return working on foreign Vessels. As a comparison, Chinese-flagged Vessels are among the least preferred option due to their bad on board situation and low salaries, while Spanish-flagged and Portuguese-flagged Vessels are among the favorite choices.

The Workers who worked on Spanish-flagged and Portuguese-flagged Vessels stated that (i) the Employment Contract contained every right and obligation as appropriate and there was even a room for negotiation, (ii) no personal documents were detained, (iii) salaries were received without unclear deductions, and (iv) the Vessel's conditions was fairly acceptable and safe, such as the provision of 1 (one) bedroom for 1 (one) Worker (meanwhile on another Vessels, 1 (one) bedroom is to be shared with up to 4 (four) or more Workers) and the availability of sanitary equipment, including those needed to prevent Covid-19 infection. This ideal situation is a driving factor for Workers to work on foreign Vessels and could serve as a model for other Flag States to follow.

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Findings: Post Working Situation for Workers upon Returning

Payroll

Worker's Preference on Payroll Scheme—Existing Problems and Opportunities for Digital Payroll System

The Workers are in a consensus that, based on their individual and collective experiences, the Vessel Owner or the foreign Manning Agencies should handle the salary payments directly in order to guarantee a much more secure and full amount of salary distribution—as opposed to salary payment through Indonesian Manning Agencies, who would have and always have ‘castrated’ the salaries. Although each Worker had different preferences regarding the method of salary payment (cash or via bank transfer), they are on a collective agreement that their priority would be on (i) accurate amount of salary received and (ii) punctuality to transfer the salaries based on the agreed schedule—Workers wish to feel rest assured by knowing that their families would receive enough money to support daily needs every month. Typically, most of the Workers had to confirm the salary payment manually, while they are on land, by contacting family members who should have received the transfer because communication access at sea is only available or provided on board a very few Vessels.

Typically, most of the Workers had to confirm the salary payment manually, while they are on land, by contacting family members who should have received the transfer because communication access at sea is only available or provided on board a very few Vessels.

According to the majority opinion, the Workers prefer to have the salary given by the Vessel Owner or the foreign Manning Agencies rather than by Indonesian Manning Agencies. Although based on the Employment Contract the legal relationship that occurs are between Workers and the Indonesian Manning Agencies, the factual findings showed that there were many cases where salary payments were made directly by the Vessel Owner or foreign Manning Agencies. Despite a rather questionable form of legal relationship, Workers preferred their salary to be paid in cash (on board payment) or bank transfers (with receipt given to Workers right after) directly by the Vessel Owner or foreign Manning Agencies. This method is preferred because the Workers can directly confirm the amount and receipt of their salary, as opposed to payments made by the Indonesian Manning Agencies that are far away and unreachable to inquire confirmation from.

Another separate problem that are likely to occur, in relation to currency, is manipulation of the exchange rate. Manning Agencies often set the exchange

rate for USD 100 to Rp1,000,000 (a lot below the average rate nowadays), or they did not even set any exchange rate at all from the beginning and only arranged it later with the lowest possible rate. Moreover, several Workers had complained that they received a different currency than the one which had been agreed on, even though the exchange rate was correct. According to Workers, the exchange rate and currency shall be explicitly clarified in the Employment Contract from the outset as to prevent confusion and/or exchange rate manipulation.

From the aforementioned findings, we may conclude that despite a low level of technology literacy among the Worker's and their families, the Workers would still refer and are willing to try adapting to the digital payroll system if such method can provide the possibility for the Workers to monitor their salary's amount and transfer receipt.

Received Salary—Amount and Deductions

With regards to the salary payment, the interview showed that almost every Worker did not receive the promised amount of salary. According to the Workers, there were a lot of deductions which details were neither listed down nor mentioned out at all, especially when the Employment Contract was only made between the Workers and Indonesian Manning Agencies. In several cases, salaries were never paid at all during their working period, contrary to the provision in the Employment Contract which stated that salaries shall be sent to the Worker's families every month. The said Workers were only compensated with half of the amount that should have been received just when they demanded for payment to the Manning Agencies' office—the Workers need to insist on demanding the payment of wages and to that account, were not even paid for the full amount. There are also cases where the salaries were not paid at all and the Workers could do nothing about it because the Indonesian Manning Agency office has closed down or the Owner/manager has disappeared and unreachable by contact.

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On salary deductions, the deductions typically piled up from the costs of initial documents handling.

Such fees customarily include: (i) medical check-up fees, with various prices based on locations, (ii) handling of BST and seaman's book, which generally billed for Rp900,000 to 1,200,000, (iii) passport handling, often billed at Rp500,000 to 3,000,000, (iv) visa handling, which fees would be depending onto the Destination Country, (v) SKCK handling, which may cost Rp5,000,000, (vi) charge fee, in which the amount varied between Rp0 to Rp50,000,000 depending on the Flag State of the Destination Country, (vii) brokerage fees, which was paid to the party who connected the

Workers with the Manning Agencies, with amount ranges from Rp1,500,000 to Rp2,000,000, and/or (viii) ‘friend money’ for Chain Broker, which varied from hundreds of thousands to millions of rupiah.

Deduction of Workers’ salary also happened for a reason of Security Deposit, in which a certain amount of money is deducted every month from their salary and will (or supposed to be) be refunded (i) after the Workers completed their contract period, or (ii) in order to pay for the Worker’s airplane tickets if they did not complete their contract period.

One of the Workers showed their Employment Contract detailing the list of the deductions, demonstrating that their salaries was surprisingly Rp0 for the first several months. There was even a document stating that a Worker’s salary for the first 6 (six) months of work was consistently Rp0 as those salaries were made to pay for the administrative costs.

Each form of deductions was not properly disclosed since the beginning, which includes its total, details, and purpose of deduction, causing the Workers to feel shocked and dumbfounded when they discovered that the received salary was unexpectedly low. One of the Workers showed their Employment Contract detailing the list of the deductions, demonstrating that their salaries was surprisingly Rp0 for the first several months. There was even a document stating that a Worker’s salary for the first 6 (six) months of work was consistently Rp0 as those salaries were made to pay for the administrative costs.

Additionally, there were cases where Indonesian Manning Agencies refused to pay for the cost of airplane tickets for the Workers to return to Indonesia. Such Indonesian Manning Agencies decline any payment with an excuse of a particular clause contained in the Employment Contract which states that the Manning Agency is not required to pay the airplane tickets for the Workers if they wish to return prior to the end of contract period for any reasons other than illness, even though such return was the Vessel Owner’s discretion. During the FGD process, a malpractice was discovered in the sense that Indonesian Manning Agencies had entered into contracts with Vessel Owner or foreign Manning Agencies for a working period of 1 (one) year, only while at the same time made an Employment Contract with the Workers for a working period of 2 (two) years. This kind of practice was committed to systematically eliminate the obligation of the Indonesian Manning Agencies to pay for the cost of airplane tickets—in which the Workers would certainly have finished their job with the Vessel Owner/foreign Manning Agencies before their working period expires. Furthermore, the FGD also revealed a very unfortunate treatment by the company towards the Workers where they did not pay for any airplane tickets at all for the Workers who returned home before the contract period expired. The company had no clear reasoning for doing so, even though the Security Deposit has been deducted from the Worker’s salary—which should have been used for the airplane ticket payment in these instances.

Complaint or Restitution

The Worker's Courses of Action in the Event of Violations

As a matter of course when experiencing problems/disputes related to the Employment Contract with the Vessel Owner or captain, Workers will report the complaint to the Indonesian Manning Agency, whereupon the Workers would usually already reconfirm by themselves about the reality of what happened prior to reporting, in order to ensure that their complaint would not be baseless. Other than Manning Agencies, Workers often report to the Indonesian Government Representative Office located in the Destination Country, especially if there is an escalation of conflict between the Workers and the Vessel Owner or captain. Unless the Indonesian Manning Agency or the Indonesian Government Representative Office gives any response, the Workers would also contact NGOs or Worker Associations in the Destination Country (if available) for assistance.

However, if Workers faced problems related to the Employment Contract with the Indonesian Manning Agency, they would generally report to the relevant Indonesian governmental agencies, which is BP2MI. Unfortunately, based on the experiences of Workers, Indonesian governmental agencies are often deemed as unresponsive and could not offer practicable solutions in resolving the submitted reports. The Indonesian government agencies are also considered to be rather lenient in the enforcement against Manning Agencies that committed violations. In these cases, Workers also often seek help from NGOs, particularly, Worker Unions, or the Worker Associations in Indonesia. (More comprehensive findings will be discussed in the comparative table below)

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Most Effective Complaint Mechanism—Workers' Experiences and Opinions

Relevant parties, particularly the Governmental institutions, would often respond more promptly and effectively only if the report submitted by the Workers was supported or known (went viral) by a wider population, which then causing a public demand for resolution—for example, the Workers' corpse disposal case from Long Xing 629 Vessel into the ocean.

In this regard, quick and effective response against complaints would only be guaranteed if there is a pressure from the community, NGOs, Worker's Associations, and general public, especially through mass media. Community participation is considered to be essential in overseeing the problem or in dispute resolution process—it can act as one of the most proactive supervisors against the rising problems.

Workers Experience in Filing Complaints—Comparison of Complaint Recipient Response

The Workers have different kinds of experiences depending to which party they approached in order to file their report in the event of violations of rights, work accidents, or violence. The summary of the experience comparisons based on the targeted parties is as follows:

1. Manning Agencies

Manning Agencies are often the first party to be contacted by the Workers in the event of a violation of rights, work accident, or violence committed by the Vessel Owner or captain. However, Manning Agencies most often do not respond or follow up on the requests for assistance submitted by the Workers—at many instances, the Manning Agencies neither made any effort to resolve the complaint, nor refer it on to a more competent institution.

2. Indonesian Government Representative Offices

The Indonesian Government Representative Offices are the party among the Governmental agents that is considered as the most proactive in assisting Workers. However, most of the Workers had complained about how slow responses were from the Indonesian Government Representative Offices, not to mention the provided assistance often did not match the expectations of Workers. The Indonesian Government Representative Office usually assists the Workers who are involved in legal proceedings in the Destination Country. On the other hand, conflicts between the Workers and Vessel Owners or captains that were not processed through litigation steps are often left unattended by the Indonesian Government Representative Office. Furthermore, the assistance is practically limited to repatriation to Indonesia only, and does not extend to the kinds of assistance expected by Workers, particularly in resolving the delayed or unpaid salaries.

3. Central Government Agencies

Several Workers shared their experiences in referring their case to the central government institutions, particularly to the Indonesian Ministry of Manpower and BP2MI. The Workers also complained that the said government institutions were rather slow, unresponsive, and did not provide feasible solutions. Some complaints submitted by the Workers were never followed up by the contacted government institutions.

4. Worker Associations in Indonesia

Worker Associations are also deemed as a helpful party to the Workers after they returned to Indonesia. Worker Associations generally assisted the Workers by providing legal assistance when the disputed parties were domiciled in Indonesia, particularly Indonesian Manning Agencies. The shortcoming of Worker Associations is that they could not file lawsuits against the Vessel Owners and captains whose positions are outside of Indonesian territory.

5. Worker Associations in the Destination Country

Worker Associations in Destination Countries have also helped the Workers in advocating for and assisting the fulfillment of the Workers' rights. The Worker Associations could accompany the Workers went through negotiations with law enforcement officials, Manning Agencies, Vessel Owners, and captains abroad. However, not all Destination Countries have a Worker Association forum.

6. NGO

NGOs, both in Indonesia and in Destination Countries, are deemed to be helpful to the Workers in terms of advocacy and legal assistance. However, Workers often do not have access to communicate directly with NGOs, whether because they simply are not aware of the NGOs existence or because they do not know how to contact the NGOs that could help them.

Steps Taken by The Workers to File Complaint—Response Time

Due to restricted communication access on board (at most Vessels), Workers could only file their reports once they anchored on land. Manning Agencies are typically the first party contacted by the Workers if they encountered problems related to their employment as a whole or Employment Contract in specific—for example, the working condition or salary is not as promised. Regrettably, these reports are most often not taken seriously by the Manning Agencies. In the event of no appropriate response or dispute resolution from the Manning Agencies, the Workers would seek assistance to the Indonesian Government Representative Office in the Destination Country or to the Worker's Association forum or local NGOs in that country. Furthermore, in today's digital era, it is not uncommon for Workers to use social media as a way to seek help.

Furthermore, in today's digital era, it is not uncommon for Workers to use social media as a way to seek help.

Although many Workers could gain assistance to fulfill their rights, there was yet a clear mechanism on how the Workers may receive an appropriate assistance and how effective this assistance is in representing the Workers' demands. The success of an assistance to achieve the fulfillment of the Worker's rights is significantly dependent to the level of case' complexity faced by the Worker and which Destination Country was involved in the case.

Compensation and Restitution—Worker's Expectation

The Workers expectation or aspiration about compensation and restitution are highly reliant upon the type of problem/dispute or complaint they were facing. Typically, for the Workers who became victims of violence or exploitation, the main demand is to be repatriated back to Indonesia. Meanwhile, for Workers who are victims of working accidents, their main demand is for a proportionate amount of compensation compared to the losses they have incurred. In the event where Workers are still obliged to complete their Employment Contract period, the frequently requested additional demands are improvements in working conditions along with health and safety facilities at work. Finally, for the Workers who are facing problems related to salary, their main demand is the fulfillment or payment of the salary in the amount that was promised since the initiation.

Received Compensation and Assistance—Opportunities

Several Workers did obtain compensation or fulfillment of their rights for violations, accidents, or violence they have experienced while working, upon reporting. Nevertheless, it has to be noted that currently, there is no clear system that can ensure the payment of such compensation or fulfillment of rights. Generally, the Workers would have only succeeded in getting compensation or fulfillment of their rights if they received public support—as soon as their problem and demand got up-scaled to national news, their complaint resolution got prioritized. This kind of support often came from the NGOs/Worker Associations/Worker Unions or even directly from the public. Therefore, community support has become a valuable finding, particularly since the development of social media, in Indonesia.

Assistance from the Indonesian government, including from Indonesian Government Representative Offices, in several instances, played a substantial role in fulfilling Workers' rights. One of the Workers received a letter of reference from an Indonesian Government Representative Office in their Destination Country that obliged a Manning Agency to fulfill all rights of the related Workers; this letter has proved to be very helpful for the Workers in negotiating with the Manning Agencies to ensure the fulfillment of their rights.

The main improvements that should be cultivated further are (i) intensifying the active role of Government, as well as (ii) empowering civil society in their assistance to protect the rights of Workers—including empowering the NGO/the Worker Association/Worker Union.

Dispute Resolution against Submitted Reports—Worker’s Experiences

The type of dispute resolution that is most often found is through mediation, either with the assistance from the Government institutions or from NGOs/Worker Unions, that depends on which party the Worker refers their problem/dispute to and the gravity of the problem/dispute. To date, we have yet to encounter any testimony from the Workers who have experience in filing a civil lawsuit for violations of rights, work accidents, or violence they may have faced while working.

Legal Proceedings—Worker’s Experiences

Several Workers have been involved in criminal legal proceedings associated with and for the violations or violence committed by their respective Vessel Owner or captain. However, at most instances, the Workers were merely summoned by the court as a witness, without given any update with regards to the circumstances on the said legal proceeding. In cases in where the legal process is carried out in the Destination Country, the Workers would often receive assistance from the Indonesian Government Representative Office.

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Findings: Worker's Inputs and Recommendations

Worker's Inputs and Recommendations

Worker's Inputs to Foreign Companies—Potential Improvement Efforts

According to the Workers, several steps for improvement that could be taken by the foreign companies, including but not limited to foreign Manning Agencies and Vessel Owners, are as follows:

1. The primary measure that companies, particularly Manning Agencies in the Destination Countries, could do, is to ensure that the Manning Agencies in Indonesia whom they cooperated with had carried out legitimate recruitment procedures, and to only, exclusively, enter into cooperation with Indonesian companies that possess the legitimate permits to place Workers overseas.
2. Submit all reporting measures to the Government as required by laws and regulations—among others, carry out reporting or allow Worker's self-reporting to the Indonesian Government Representative Office in the Destination Countries, and reporting the Employment Contracts prepared by the Manning Agencies to the competent authorities.
3. Clarifying the existence and form of legal relationships between the Vessel Owner, the foreign Manning Agency, and Workers to ensure a clear accountability system to anticipate for any kinds of violations that might occur. Workers often find it difficult to make efforts in fulfilling their rights because they were not familiar with which party is responsible to approach in resolving their problems/dispute.
4. Advancing the company's transparency, particularly the transparency with regards to the Worker's Employment Contracts. Transparency is deemed crucial to ensure that Workers have been fully aware of their rights guaranteed by the companies as well as to minimize discriminatory practices that may occur between Workers—because oftentimes, the company does not provide any copy of the Employment Contracts to the Workers, while Workers are supposed to be given one. In addition, there shall be some definite standards regarding the amount of salary, allowance, and

bonuses that Workers shall receive, as well as the amount and listings of all deductions to be paid by the Workers. The Workers also complained that companies and/or captains did discriminate the Workers based on their nationality and race, which affect their salary distribution and assigned working hours (there are wage and working hour gap that disadvantages the Indonesian Workers compared to the native fishers).

5. Ensuring the fulfillment of Workers' rights while working on board the company's Vessels. This includes ensuring that accommodation, access to sanitation, communication, health and safety facilities are in good and adequate condition.

Workers' Inputs to the Government—Potential Improvement Efforts

The government is the party that could make significant changes to the current system of migrant Workers placement. According to the Workers, steps for improvement that could be taken by the Government are as follows:

1. Improve governance of Indonesian migrant Workers protection system. These improvements shall be in the form of: (i) ensuring a clear/unambiguous and applicable policies on Workers placement procedures; (ii) implementing a more stringent supervision of Manning Agencies and employing companies; and (iii) increasing the enforcement officer's capacity in their field. The government could also provide a form of incentives for Manning Agencies to encourage compliance.
2. Conduct measures on assisting and empowering Workers from pre- to post- departure stages. Assistance for Workers are very important, particularly during the Employment Contract negotiation and signing process between the employers and Manning Agencies. The government must be able to act as a counterweight to the imbalanced power relations that normally occur during these processes.
3. Increase the responsiveness and initiative of the Indonesian Government Representative Offices in ensuring the protection of Workers in the Destination Country. One of the issues that Workers often complain about is the low response of the Indonesian Government Representative Offices against complaints filed by Workers. Furthermore, the Indonesian government was also considered passive in the supervision of the Workers' working conditions or Worker's data collection.

4. Enter into international cooperation with the governments of each Destination Country in order to improve supervision of working conditions in the Destination Country's territory. Cooperation between countries are very crucial, especially because the Indonesian government does not have the authority to carry out direct supervision in other countries' jurisdictions without cooperating with local government agencies. These collaborations could also be a platform for Indonesian government to advocate a better working conditions for the Workers, particularly in increasing salaries and living standards while on board foreign Fishing Vessels, by promoting more protective standards to each of the Destination Country's government.
5. Escalate cooperations between the Indonesian government and community organizations/associations, particularly Worker Unions/Worker Associations. Community organizations/associations often become the first place for Workers to report complaints if they encountered any problem/dispute during their work period. On another note, the Indonesian government should also ensure that public participation is guaranteed in the policy-making process, so that Worker's concerns are seriously considered in those processes.
6. Conduct capacity and competency building for Workers. The Indonesian government must actively conduct capacity building and training on essential knowledge or necessary skills for their work, such as language skills, the ability to operate Fishing Gear, and



information regarding the rights and obligations of Workers. Workers' capacity building is also very important if the Indonesian government intends to organize digital payment, reporting, and contract signing methods—as it would serve as a substantial effort in reducing the risk of Workers' exploitation, even though the Worker's current technology literacy still needs to be improved.

Worker's Inputs to Recruiters or Manning Agencies—Potential Efforts in Improvement

There are a number of corrective steps that should be taken by the Indonesian Manning Agencies, including:

1. Ensure that they, the Manning Agencies, have fulfilled the requirements to obtain and have obtained the compulsory legitimate permits to execute Worker's recruitment and placement in accordance with the relevant prevailing laws and regulations. The larger half of the existing Manning Agencies are either currently operating without any permits or using permits that are not in accordance with prevailing laws and regulations (as of to date's situation, there is a duality of applicable permit, and dozen other permits issued by non-competent authorities).
2. Have a clear agreement and legal relationship with the employer and comply with the applicable requirements according to laws and regulations. Commonly, there has been a tendency of shifting the blame to another party—often found, the Indonesian Manning agency shifted the blame to its parent company, of which that company then shifted the blame to the foreign Manning Agency, and goes on. With an established clear legal relationship, the accountability system in case of a violation would become apparent and supportive of the Workers in demanding the fulfillment of their rights.
3. Enable negotiations to be carried out in the process of drafting an Employment Contract, so each of the Workers has the opportunity to at least ensure the fulfillment of their basic rights as Workers. Manning Agencies must firmly position themselves as the representatives of the Workers, because they are the party which is being relied on by Workers during their employment. In order to reduce the potential case of jeopardizing the Employment Contract provisions against the Workers, aside from protecting their basic rights,



the Employment Contract held by the Manning Agencies must be executed transparently to Workers, the family of the Workers, the Indonesian government, and other related parties.

4. Manning Agencies must also transparently disclose the details of the Workers' salary, including the amount of deductions and deposit, as well as its listings, that shall be paid by the Workers. Manning Agencies must also make efforts in ensuring that the employer will provide appropriate salaries, in accordance with the Workers' workload.
5. End the practice of document retention for any reason. To this date, unfortunately, the practice of document retention is still carried out by Manning Agencies as a collateral for the repayment of debts owed by the Workers, which often amounted from the overly marked up administration fees.
6. Proactively make efforts for the Worker's protection and empowerment. This includes increasing the alertness of Manning Agencies when there are any complaints being filed by the Workers related to the disputes they might be facing.

Worker's Inputs to Civil Society Organizations—Potential Efforts in Improvement

Most of the Workers acknowledged the important role of the organization or association in assisting the efforts of Workers' protection and empowerment—as these organizations are deemed as one of the most reliable parties to assist in conflict resolution. There are several things that civil society organizations or associations could do to improve the current situation, among others:

1. Provide legal assistance for Workers who experienced problems, either while they are located in Indonesia or are still in the Destination Country. The Workers expressed that they most often require assistance in order to understand the provisions of the prevailing laws and regulations. In addition, legal assistance is also substantial in balancing the negotiation position/imbalanced power relations between the Workers and the employers or the Manning Agencies.
2. Organize Worker's empowerment programs or activities that could increase the capacity and knowledge of the Workers, particularly knowledge related to the rights and obligations of the Workers, reporting procedures to the authorities if they encounter problems/disputes, and financial literacy.

3. Create a communication network between Workers so that they can help disseminate information in case of violations, accidents, or violence during work. The communication network could also be used as a means of disseminating information on findings about which job vacancies are legitimate or otherwise exploitative. The Worker's communication network has been proven to be very helpful, particularly for the Workers who have worked in a Destination Country that does not have diplomatic relations with Indonesia or an Indonesian Government Representative Office.
4. Advocate for the rights of Workers to the Government of Indonesia and in Destination Countries.

Opportunities to Improve in Efforts against Exploitation— Workers' Closing Inputs

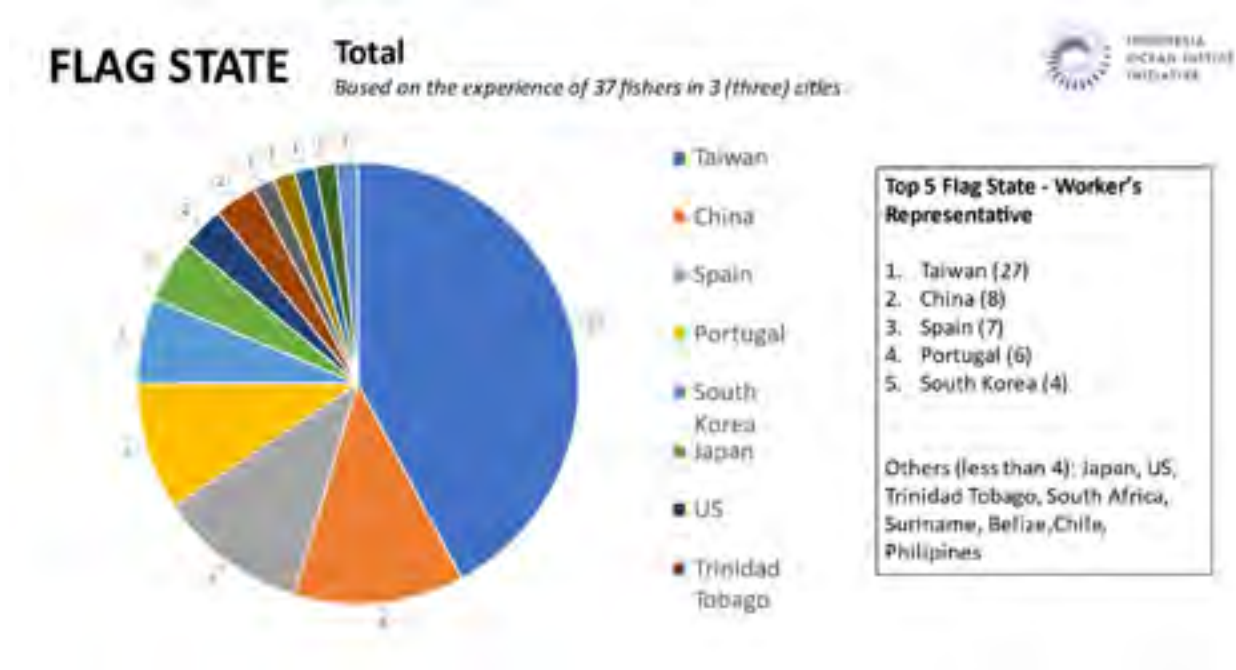
In this regard, the main issue expressed by Workers which needs a prompt improvement is with regards to the lack of supervision and law enforcement on Manning Agencies, that carried out illegal business activities. Illegal Manning Agencies are among one of the main root causes of the exploitation against Workers, particularly because they are on the blindside of the supervising authorities.

Appendix 1- Details of the interviewed Migrant Fishery Workers based on their Flag State

Table - Workers by the Flag State

Flag State	Number of Migrant Fishery Workers
Taiwan	27
China	8
Spain	7
Portugal	6
South Korea	4
Japan	3
United States of America	2
Trinidad Tobago	2
South Africa	1
Suriname	1
Belize	1
Chile	1
Philipines	1

Pie Chart - Workers by the Flag State

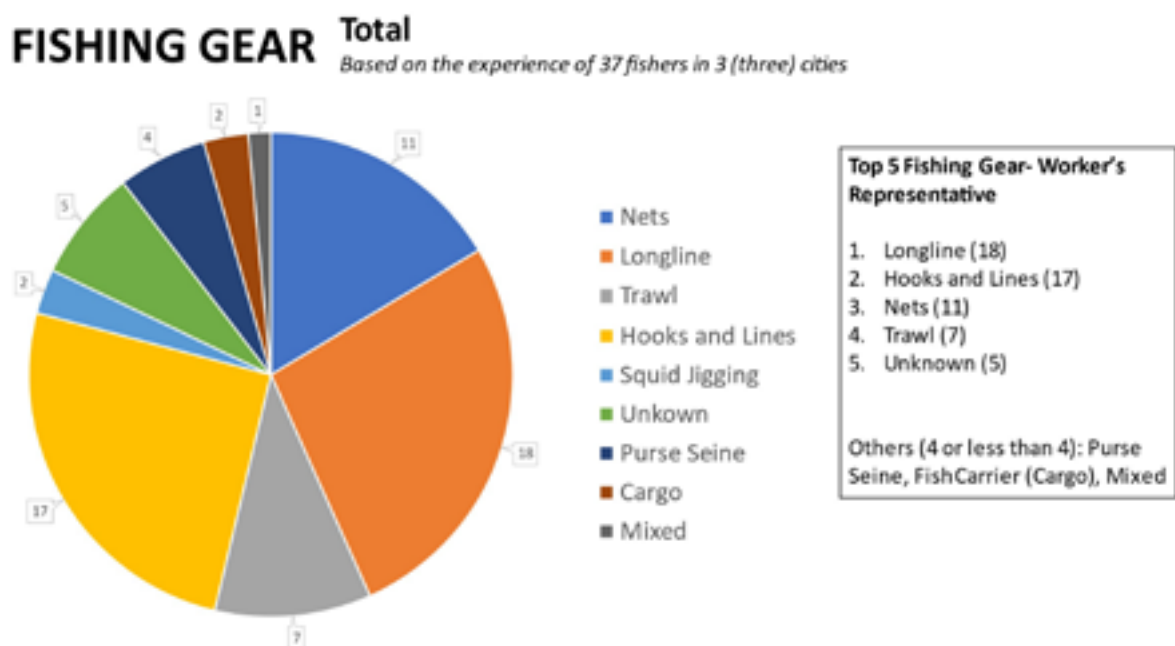


Appendix 2 - Details of the Migrant Fishery Workers based on their Fishing Gear

Table - Workers by the Fishing Gear

Fishing Gear	Number of Migrant Fishery Workers
Longline	18
Hooks and Lines	17
Nets	11
Trawl	7
Purse Seine	4
Fish Carrier	2
Squid Jigging	2
Mixed Gear	1
Unknown	5

Pie Chart - Workers by the Fishing Gear



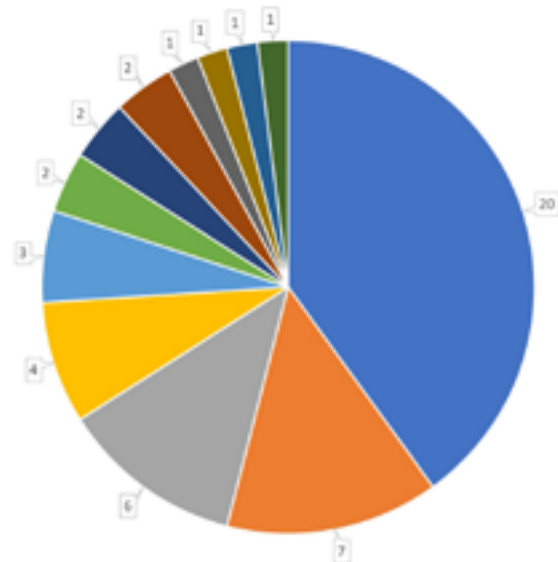
Appendix 3 - Details of the Flag State and Fishing Gear of the Migrant Fishery Workers in Tegal and Pemalang (Central Java)

Table - Workers by the Fishing Gear and Flag State

Flag State	Fishing Gear	Number of Migrant Fishery Workers
Japan	Purse Seine	1
Japan	Longline	1
Japan	Fish-Carrier	1
South Korea	Purse Seine	1
South Korea	Longline	1
South Korea	Fish-Carrier	1
South Korea	Unknown	1
Taiwan	Squid Jigging	1
Taiwan	Mixed; Hooks and Lines, and nets	1
Taiwan	Longline	4
Taiwan	Hooks and line	7
Taiwan	Purse Seine	2
Taiwan	Trawl	2
Taiwan	Unknown	3
Spain	Hooks and line	3
Spain	Longline	1
Spain	Nets	1
Spain	Trawl	2
United States	Longline	1
United States	Hook and lines	1
Portugal	Longline	3
Portugal	Hook and lines	3
Trinidad and Tobago	Longline	2
South Africa	Hook and lines	1
China	Trawl	1
China	Longline	1
Suriname	Longline	1
Belize	Trawl	1
Chile	Unknown	1

Pie Chart- Workers by the Flag State

FLAG STATE



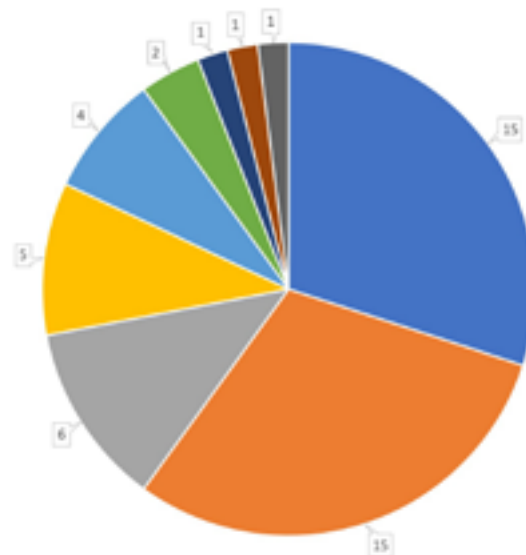
Tegal – Pemaalang

Based on the experience of 24 fishers

- Taiwan
- Spain
- Portugal
- South Korea
- Japan
- US
- China
- Trinidad Tobago
- South Africa
- Suriname
- Belize
- Chile

Pie Chart- Workers by the Fishing Gear

FISHING GEAR



Tegal – Pemaalang

Based on the experience of 24 fishers

- Hooks and Lines
- Longline
- Trawl
- Unkown
- Purse Seine
- Cargo
- Nets
- Squid Jigging
- Mixed

Appendix 4 - Details of the Flag State and Fishing Gear of the Migrant Fishery Workers in Bitung (North Sulawesi)

Table - Workers by the Flag State

Flags State	Number of Migrant Fishery Workers
Taiwan	7
China	6
Philippines	1
Indonesia (Local)	11 (Non-Migrant and/or Non-fishery seafarers)

Pie Chart - Workers by the Flag State

FLAG STATE

Bitung

Based on the experience of 13 fishers

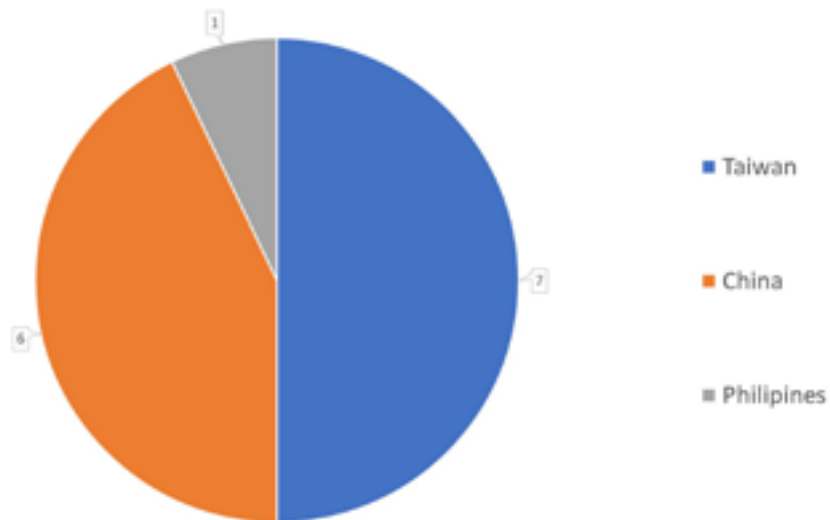


Table - Workers by the Fishing Gear

Fishing Gear	Country	Number of Migrant Fishery Workers
Net	China	7
Longline	Taiwan	3
Trawl	Taiwan	1
Hooks and Lines	Taiwan	2
Squid/Squid Jigging	Taiwan	1
Net	Taiwan	2
Net	Philippines	1

Pie Chart- Workers by the Fishing Gear

FISHING GEAR

