Details of data from the National Agency for Placement and Protection of Indonesian Workers (BNP2TKI)

*Picture 1
Number of placement of Indonesian migrant workers 2011-2016 (First rank Malaysia)
*Picture II

Number of placement of Indonesian migrant workers 2017-2018 (First position is Malaysia)
The number of arrivals of Indonesian Migrant Workers 2015-2016
(Indonesia and Malaysia Protocol amandement of MoU 2011)

<table>
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<tr>
<th>NO</th>
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<th>2016</th>
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</table>

*Picture VII*

The Government of the Republic of Indonesia and the Government of Malaysia (hereinafter referred to collectively as "the Parties" and singularly as "the Party"),

DESIRING to promote the rights and protection of both the Employers and the Domestic Workers in Malaysia, as well as the fulfillment of their fundamental human rights;

REFERRING to the following documents:

(a) Records of Discussion For the Third Joint Working Group Meeting between the Government of Malaysia and the Government of the Republic of Indonesia on the Recruitment and Placement of Indonesian Domestic Workers in Kuala Lumpur, Malaysia on 20 August 2009;

(b) Records of Discussion For the Fourth Joint Working Group Meeting between the Government of the Republic of Indonesia and the Government of Malaysia on the Recruitment and Placement of Indonesian Domestic Workers in Fourth Joint Working Group, in Jakarta, Indonesia on 5 September 2009;

(c) Record of Discussion For the Fifth Joint Working Group Meeting between the Government of Malaysia and the Government of the Republic of Indonesia on the Recruitment and Placement of Indonesian Domestic Workers in Kuala Lumpur, Malaysia on 19 November 2009;

(d) Records of Discussion For the Sixth Joint Working Group Meeting between the Republic of Indonesia and Malaysia on the Recruitment and Placement of Indonesian Domestic Workers in Jakarta, Indonesia on 23 August 2010;

(e) Letter of Intent For the Amendment to the Memorandum of Understanding on the Recruitment and Placement of Indonesia Domestic Workers 2006 in Putrajaya, Malaysia on 16 May 2010;

(f) Record of Discussion of the Meeting between H.E. Datuk Dr. S. Subramaniam, the Minister of Human Resources, Malaysia and H.E. Y.Y. A. Muhamin Iskandar, the Minister of Manpower and Transmigration, Republic of Indonesia, in Kuala Lumpur, Malaysia on 21 March 2011; and
(g) The Records of Discussion for the Technical Meetings Indonesia - Malaysia on the Draft Protocol the Memorandum of Understanding (MOU) between the Government of Malaysia and the Government of the Republic of Indonesia on the Recruitment and Placement of Indonesian Domestic Workers in Putrajaya, Malaysia on 26-27 April and 5-6 May 2011, and at the Indonesian Embassy in Kuala Lumpur on 18-19 May 2011;

PURSUANT to Article 15 of the Memorandum of Understanding between the Government of the Republic of Indonesia and the Government of Malaysia on the Recruitment and Placement of Indonesian Domestic Workers signed on 13 May 2006 (hereinafter referred to as "the MOU 2006"),

HAVE AGREED as follows:

ARTICLE 1

This Protocol Amending the Memorandum of Understanding between the Government of the Republic of Indonesia and the Government of Malaysia on the Recruitment and Placement of Indonesian Domestic Workers signed at Bali, Indonesia on 13 May 2006 (hereinafter referred to as "Protocol") amends the MOU 2006.

ARTICLE 2

Article 1 of the MOU 2006 shall be amended by inserting after the definition of "Work Pass" the following paragraphs:

"(a) "Abscond" means a voluntary conduct by the Domestic Worker to leave the place of work, as stipulated in the Contract of Employment within the valid period of the Contract of Employment, without the consent of the Employer, but such act does not include abscond due to personal safety reasons, abuse or ill-treatment by the Employer.

(b) "Incompetent" means a state of incompetence due to inability of the Domestic Worker to perform his/her assigned household duties in accordance with the job specification based on the Skills Competence Certificate as certified by Badan Nasional Sertifikasi Profesi (BNSP) Indonesia."

ARTICLE 3

Article 5 of the MOU 2006 shall be substituted with the following:

"Article 5

Any specific request of employment of the Domestic Worker by any Employer, where appropriate, may be made through specific procedures, and subject to prior approval of the Parties through the relevant authorities in accordance with relevant national laws, regulations and policies of the Parties. The relevant authorities shall inform the Indonesian and Malaysian mission of such prior approval."
ARTICLE 4

The MOU 2006 shall be amended by inserting a new Article 12A of the MOU 2006 as follows:

"Article 12A

(1) The Parties agreed, for the purpose of technical implementation of the MOU and its Protocol, to establish a Joint Task Force (hereinafter referred to as “the JTF”) based each in Jakarta and Kuala Lumpur;

(2) The JTF shall be comprised of the representatives to be appointed by the respective Parties;

(3) The JTF shall endeavor to provide appropriate solutions on matters concerning Indonesian Domestic Workers;

(4) The JTF shall report regularly to the Joint Working Group in accordance with Article 12 of the MOU and its Protocol, and

(5) Detailed arrangement on the establishment and functions of the JTF shall be stipulated in the Terms of Reference to be agreed upon by the Parties."

ARTICLE 5

Appendix A to the MOU 2006 shall be amended -

5.1 by substituting Paragraph A (i) with the following:

"The Employer shall be responsible personally or through an authorized MRA, to obtain approval from the relevant authorities in Malaysia for the purpose of recruitment or employment of the Domestic Worker."

5.2 by substituting Paragraph A (ii) with the following:

"Subject to Article 5 of the MOU, the Employer may make a specific request for recruitment of a Domestic Worker through specific procedures under this MOU to the relevant authorities in accordance with the national laws, regulations and policies of the Parties."

5.3 by substituting Paragraph A (iii) with the following:

"The Employer shall pay the Domestic Worker a monthly wage as agreed in the term and conditions of the Contract of Employment at a rate determined by the market forces taking into account the indicative range of wages to be agreed upon by the Parties."

5.4 by substituting Paragraph A (vi) with the following:

"The Employer shall, under Article 5 of the MOU, be bound by all decisions taken by the relevant authorities, regarding the arrangement for such employment and to fulfill any direction given in such decision and responsibilities thereupon, which shall be the condition precedent of the Contract of Employment."

3
5.5 by substituting Paragraph A (viii) with the following:

"The Employer shall, in the event that the Domestic Worker is employed pursuant to Article 5 of the MOU, be responsible for the repatriation and substitution cost of the Domestic Worker who is certified as medically unfit from the medical examination conducted under paragraph (vii) above."

5.6 by substituting Paragraph A (xii) with the following:

"(a) The PassPort shall remain in the possession of the Domestic Worker; and

(b) The PassPort may be allowed to be kept by the Employer, with prior consent of the Domestic Worker for safekeeping purposes. The passport shall be returned at any time requested."

5.7 by substituting paragraph A (xvii) with the following:

"(a) The Domestic Worker shall be entitled to 1 (one) rest day in a week;

(b) The Domestic Worker may agree to work on his/her rest day; and

(c) In the event the Domestic Worker agrees to work on any of his/her rest day, the Domestic Worker shall be paid a certain amount of money to be calculated on pro-rata basis in lieu of the rest day as agreed upon by the Employer and the Domestic Worker in the Contract of Employment."

5.8 by inserting a new paragraph A (xxii) with the following:

"The Employers shall comply with all Malaysian laws, rules, regulations, policies and directives."

5.9 by substituting paragraph B (v) with the following:

"(a) In the event the Domestic Worker absconds or is incompetent during the first 6 (six) months, the Employer shall have the right to the following –

(i) a substitution of the Domestic Worker provided by the MRA within 2 (two) weeks from the date of the Domestic Worker abscends or is incompetent; or

(ii) reimbursement by the MRA of the relevant costs and expenses incurred by the Employer in the revised Cost Structure as stipulated in the Revised Annex and Attachment of Annex to the MOU concerning the cost structure of the recruitment and placement of Indonesian Domestic Workers. The said sum shall be reimbursed by the MRA to the Employer within 4 (four) weeks from the date of the demand for reimbursement.

(b) In the event the Domestic Worker is certified as medically unfit during the first 3 (three) months, the Employer shall have the right to the following –

(i) a substitution of the Domestic Worker provided by the MRA within 2 (two) weeks from the date the Domestic Worker has been certified medically unfit; or
(ii) reimbursement by the MRA of the relevant costs and expenses incurred by the Employer in the revised Cost Structure as stipulated in the Revised Annex and Attachment of Annex to the MOU concerning the cost structure of the recruitment and placement of Indonesian Domestic Workers. The said sum shall be reimbursed by the MRA to the Employer within 4 (four) weeks from the date of the demand for reimbursement.

(c) In the event the Employer chooses the right to a substitution as stipulated in paragraph (a)(i) and (b)(i) above, such substitution shall be made by the MRA within the stipulated period. In the event of default by the MRA, the Employer shall be entitled to seek reimbursement from the MRA on the costs and expenses of recruitment incurred by the Employer.

(d) In the event the Employer chooses the right to reimbursement as stipulated in paragraph (a)(ii) and (b)(ii) above, such reimbursement shall be made by the MRA within the stipulated period. In the event of default by the MRA, the competent authorities shall suspend the MRA's license. Pursuant to the subsequent default of the MRA, the competent authorities shall immediately cancel the MRA's license."

5.10 by substituting paragraph C (vi) with the following provision:

"(a) In the event of the Domestic Worker absconds or is incompetent during the first 6 (six) months, the Employer and/or MRA shall have the right to the following –

(i) a substitution of the Domestic Worker by the IRA within 2 (two) weeks from the date of the Domestic Worker absconds or is incompetent, or

(ii) reimbursement by the IRA of the relevant costs and expenses incurred by the Employer and/or MRA in the revised Cost Structure as stipulated in the Revised Annex and Attachment of Annex to the MOU concerning the cost structure of the recruitment and placement of Indonesian Domestic Workers. The said sum shall be reimbursed by the IRA to the Employer and/or MRA within 4 (four) weeks from the date of the demand for reimbursement.

(b) In the event of the Domestic Worker is certified as medically unfit during the first 3 (three) months, the Employer and/or MRA shall have the right to the following –

(i) a substitution of the Domestic Worker by the IRA within 2 (two) weeks from the date of the Domestic Worker has been certified as medically unfit; or

(ii) reimbursement by the IRA of the relevant costs and expenses incurred by the Employer and/or MRA in the revised cost structure as stipulated in the Revised Annex and Attachment of Annex to the MOU concerning the cost structure of the recruitment and placement of Indonesian Domestic Workers. The said sum shall be reimbursed by the IRA to the Employer and/or MRA within 4 (four) weeks from the date of the demand for reimbursement.

(c) In the event the Employer and/or MRA chooses the right to a substitution as stipulated in paragraph (a)(i) and (b)(i) above, such substitution shall be made by the IRA within the stipulated period. In the event of default by the IRA, the
Employer shall be entitled to seek reimbursement from the IRA on the costs and expenses incurred by the Employer and/or MRA.

(d) In the event the Employer and/or MRA chooses the right to reimbursement as stipulated in paragraph (a)(ii) and (b)(ii) above, such reimbursement shall be made by the IRA within the stipulated period. In the event of default by the IRA, the competent authorities shall suspend the IRA’s license. Pursuant to the subsequent default of the IRA, the competent authorities shall immediately cancel the IRA’s license.

5.11 by substituting paragraph B (xiii) with the following:

"MRA shall comply with the fees for the recruitment and placement of Domestic Workers as agreed upon by the relevant Indonesian and Malaysian authorities as stipulated in the Revised Annex and Attachment of Annex to the MOU concerning the cost structure of the recruitment and placement of Indonesian Domestic Workers."

5.12 by substituting paragraph C (x) with the following:

"IRA shall comply with the fees for the recruitment and placement of Domestic Workers as agreed upon by the relevant Indonesian and Malaysian authorities as stipulated in the Revised Annex and Attachment of Annex to the MOU concerning the cost structure of the recruitment and placement of Indonesian Domestic Workers."

5.13 by inserting a new paragraph D (x) with the following:

"In the event the Domestic Worker absconds, their temporary work/employment pass shall be revoked and they shall not be allowed to enter Malaysia for employment purpose in accordance with the applicable Malaysian laws and policies."

ARTICLE 6

Appendix B to the MOU 2006 shall be amended –

6.1 by inserting a new sub-paragraph (i) after sub-paragraph (h) in paragraph 3 as follows:

"(i) The Domestic Worker may allow and agree for the Employer to keep his/her passport for safekeeping purposes. Such agreement shall be made in writing. The passport shall be returned upon request."

6.2 by inserting a new sub-paragraph (f) to be inserted after sub-paragraph (e) in Paragraph 4 with the following:

"(f) Subject to sub-paragraph 3 (i), the Employer may keep the passport of the Domestic Worker for safekeeping purposes upon being agreed in writing by the Domestic Worker. The passport shall be returned at any time requested."
6.3 by inserting a new sub-paragraph (g) to be inserted after the new sub-paragraph (f) in Paragraph 4 with the following:

“(g) the Employer shall allow the Domestic Worker to communicate with his/her family.”

6.4 by substituting Paragraph 5 (a) with the following:

“The Employer shall pay the Domestic Worker a monthly wage as indicated and agreed by the Employer and the Domestic Worker, in the amount of RM_________ (Ringgit Malaysia......) in accordance with Malaysian labour laws. The payment of the monthly wages shall be made through a Bank account.”

6.5 by substituting Paragraph 5 (b) with the following:

“The Domestic Worker shall bear his/her recruitment and placement fee to work in Malaysia.”

6.6 by inserting new sub-paragraph 5 (c) with the following:

“The Employer may pay for the recruitment and placement fee of the Domestic Worker concerned in advance, provided that the Employer shall be entitled to deduct the monthly wage of the Domestic Worker not exceeding the amount of 50% (fifty percent) of the Domestic Worker’s basic wage per month until such advance payment is fully settled by the Domestic Worker.”

6.7 by substituting paragraph 6 with the following:

“6. Rest Day

(a) The Domestic Worker shall be entitled to 1 (one) rest day every week.

(b) In the event the Domestic Worker waives the entitlement of the right as mentioned in sub-paragraph (a) above, the Domestic Worker shall be paid a certain amount of money to be calculated on pro-rate basis in lieu of the rest day or as agreed upon by the Employer and the Domestic Worker.”

6.8 by substituting the word “employment” in Paragraph 9 (a) and (c) of the General Provisions with “work”; and

6.9 by inserting the requirement for endorsement of the respective Missions of the Parties after the signatures column.

ARTICLE 7

This Protocol shall enter into force on the date of signing.

ARTICLE 8

This Protocol shall supersede earlier understandings and arrangements between the Parties which arise prior to the date of entry into force of this Protocol.
ARTICLE 9

Article 9 of the MOU 2006 shall be substituted with the following:

"The Domestic Worker who is recruited under this MOU shall work in Malaysia-

(a) For a specified period of time in accordance with the Contract of Employment as per Appendix B as amended by this Protocol; and

(b) Subject to the terms and conditions of the Contract of Employment as per Appendix B as amended by this Protocol."

ARTICLE 10

Pursuant to Article 17 of the MOU 2006, the Parties have agreed to the followings:

(a) The MOU 2006 shall be extended for 5 (five) years from the date of signing of this Protocol; and

(b) This Protocol shall be read as an integral part of the MOU 2006.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Protocol.

DONE in duplicate at Bandung, Indonesia on this thirtieth day of May in the year two thousand and eleven, each in Indonesian and English languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

FOR THE GOVERNMENT OF THE REPUBLIC OF INDONESIA
Drs. H. A. MUHAIMIN ISKANDAR, MSi
Minister for Manpower and Transmigration

FOR THE GOVERNMENT OF MALAYSIA
DATUK DR. S. SUBRAMANIAM
Minister for Human Resources