

ATTACHMENT

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

PENEMPATAN TENAGA KERJA INDONESIA BERDASARKAN 25 NEGARA PERIODE TAHUN 2011 S.D 2016							
NO	NEGARA	2011	2012	2013	2014	2015	2016
1	MALAYSIA	134.266	134.088	150.248	127.812	97.621	87.616
2	TAIWAN	78.865	81.071	83.544	82.665	75.304	77.087
3	SAUDI ARABIA	137.835	40.655	45.394	44.325	23.000	13.538
4	HONG KONG	50.301	45.478	41.769	35.050	15.322	14.434
5	SINGAPORE	47.786	41.556	34.655	31.680	20.895	17.700
6	UNITED ARAB EMIRATES	39.917	35.888	44.505	17.963	7.619	2.575
7	BRUNEI DARUSSALAM	10.804	13.146	11.269	11.616	9.993	8.152
8	QATAR	16.616	20.380	16.237	7.862	2.460	1.355
9	KOREA SELATAN	11.392	13.593	15.374	11.849	5.501	5.912
10	UNITED STATES	13.749	15.353	15.021	9.233	1.029	249
11	OMAN	7.306	8.836	10.719	19.141	6.766	1.014
12	BAHRAIN	4.379	6.328	5.384	5.472	2.570	123
13	ITALY	3.408	3.691	3.746	1.295	1.516	851
14	JAPAN	2.508	3.293	3.042	2.428	468	75
15	KUWAIT	2.723	2.518	2.534	1.714	210	987
16	TURKEY	1.016	1.209	1.518	1.246	1.108	498
17	CHINA	1.072	1.967	2.055	915	108	65
18	SPAIN	1.484	1.746	1.417	889	268	126
19	SOUTH AFRICA	1.272	1.388	906	587	113	16
20	SYRIA	4.229	1	2	0	1	0
21	THAILAND	1.113	1.035	1.041	717	90	6
22	FUJI ISLANDS	556	970	848	902	246	8
23	MAURITIUS	478	982	1.017	838	144	5
24	NETHERLANDS	592	798	1.176	796	52	28
25	AUSTRALIA	526	945	1.012	644	77	3
26	LAINNYA	12.609	17.694	17.735	12.233	3.255	2.028
	TOTAL	586.802	494.609	512.168	429.872	275.736	234.451

Catatan : TKI bekerja tersebar di 145 Negara

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*Picture 1

Number of placement of Indonesian migrant workers 2011-2016 (First rank Malaysia)

**PENEMPATAN PMI BERDASARKAN NEGARA
PERIODE 2016, 2017, dan 2018 (s.d DESEMBER)**

NO	NEGARA	2016	2017	2018												Total
		Jan-Des	Jan-Des	Januari	Februari	Maret	April	Mei	Juni	Juli	agust	September	Oktober	November	Desember	
1	MALAYSIA	87.623	88.991	9.064	6.709	8.171	8.445	7.688	4.709	9.472	7.813	6.389	9.039	7.528	5.644	90.671
2	TAIWAN	77.087	62.823	4.560	4.363	4.733	5.186	6.372	6.447	7.793	6.763	6.411	7.430	6.792	5.523	72.373
3	HONG KONG	14.434	69.182	5.017	5.790	7.411	4.983	6.179	4.968	7.573	3.772	2.466	2.850	2.579	2.445	56.033
4	SINGAPORE	17.700	13.379	1.634	1.098	1.456	1.843	2.542	877	1.215	1.564	1.134	1.115	1.159	1.023	16.660
5	SAUDI ARABIA	13.538	6.471	602	316	471	467	477	180	521	650	839	673	393	305	5.894
6	BRUNEI DARUSSALAM	8.152	6.623	465	419	531	475	541	233	477	462	515	608	544	437	5.707
7	KOREA SELATAN	5.912	3.728	211	65	563	1.306	516	299	1.058	946	762	833	155	191	6.905
8	UNITED ARAB EMIRATES	2.575	1.667	108	94	81	46	40	27	70	52	72	46	51	39	726
9	KUWAIT	987	1.162	63	52	77	64	186	147	166	90	73	78	93	83	1.172
10	ITALY	851	1.010	60	37	131	134	261	83	161	83	79	93	82	0	1.204
11	QATAR	1.355	1.037	104	57	65	55	33	31	65	51	42	33	20	31	587
12	OMAN	1.014	1.085	64	49	43	29	37	48	202	136	52	42	21	26	749
13	TURKEY	498	811	35	30	126	159	301	162	105	30	18	16	13	10	1.005
14	JAPAN	75	538	1	5	22	10	0	334	5	16	24	13	24	4	458
15	NEW ZEALAND	286	332	2	3	72	59	4	2	2	2	0	141	48	5	340
16	ALIAZAIR	109	19	0	99	16	0	51	16	101	99	44	104	15	112	657
17	MALDIVES	154	283	18	30	27	28	23	18	9	17	72	41	18	21	322
18	GABON	46	235	8	1	7	0	69	77	11	62	13	1	48	81	378
19	UNITED STATES	249	317	11	6	4	0	0	1	0	0	2	13	8	0	45
20	SOLOMON ISLANDS	18	291	20	28	17	15	8	15	52	40	27	13	27	23	285
21	LAINNYA	1.788	2.915	297	248	212	122	110	106	124	114	133	130	189	136	1.921
TOTAL		234.451	262.899	22.344	19.499	24.236	23.426	25.438	18.780	29.182	22.762	19.167	23.312	19.807	16.139	264.092

*Periode Cetak Tanggal 14 JANUARI 2019

*Picture II

Number of placement of Indonesian migrant workers 2017-2018 (First position is Malaysia)

**JUMLAH KEDATANGAN TKI
BERDASARKAN NEGARA TAHUN 2015 - 2016**

NO	NEGARA	2015	2016
1	MALAYSIA	91.468	97.390
2	T A I W A N	82.027	86.100
3	SAUDI ARABIA	30.858	22.612
4	UNITED EMIRATE ARAB (UEA)	28.501	19.982
5	SINGAPURA	26.630	29.879
6	HONGKONG	25.041	22.934
7	Q A T A R	11.335	8.778
8	O M A N	8.547	12.109
9	BRUNAI DARUSSALAM	7.872	8.201
10	BAHRAIN	4.559	4.328
11	AMERIKA SERIKAT (US)	3.622	3.193
12	ITALIA	2.283	3.275
13	KOREA SELATAN	1.108	1.520
14	T U R K I	732	991
15	SELANDIA BARU	708	964
16	ALJAZAIR	508	387
17	JEPANG	449	517
18	BRAZILIA	423	487
19	SPANYOL	408	575
20	KUWAIT	318	344
21	BELANDA	262	242
22	JERMAN	246	399
23	ZAMBIA	227	408
24	LAINNYA	4.203	4.017
	TOTAL	332.335	329.632

*Picture VII

The number of arrivals of Indonesian Migrant Workers 2015-2016
(Indonesia and Malaysia Protocol amandement of MoU 2011)

**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**

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 18 May 2010;
- (f) Record of Discussion of the Meeting between Hon. Datuk Dr. S. Subramaniam, the Minister of Human Resources, Malaysia and Hon. H. A. Muhaimin 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 to 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 12 A of the MOU 2006 as follows:

“Article 12 A

- (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.”;

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-rate 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 (xxiii) 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 absconds 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.”; and

- 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