



Evaluation of the Impact of the Maritime Employment Agreement Policy in Government Regulation Number 7 of 2000 Concerning Maritime Affairs at the Main Maritime Office of Tanjung Perak Surabaya

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ABSTRACT

Published Online: September 04, 2023

Syahbandar is the highest official in the port area, having the authority to regulate shipping activities. Syahbandar has the responsibility for the safety and security of shipping in accordance with Law No. 17 of 2008 concerning Shipping. A Syahbandar is required to work professionally both when supervising, issuing shipping documents, and coordinating. Shipping safety and security has become the main task and responsibility of the syahbandar.

The problem that the author examines is how to evaluate the impact of the Sea Labor Agreement policy in Government Regulation Number 7 of 2000 concerning Maritime Affairs at the Tanjung Perak Main Harbormaster's Office in Surabaya. The data source obtained is primary data from within the Tanjung Perak Main Syahbandar Office Surabaya by means of direct observation and interviews in the form of questions asked to related parties and documentation techniques using audio visual in data collection. Based on the results of the analysis of the Marine Employment Agreement policy based on Government Regulation No. 7 of 2000, it can be explained as follows: 1) The Sea Labor Agreement Policy at the Tanjung Perak Main Shipping Office based on individuals has been implemented quite well even though there are several shipping companies that do not all have a Sea Labor Agreement (PKL); 2). The Marine Employment Agreement Policy at the Tanjung Perak Main Shipping Office based on the bureaucratic or organizational structure has been implemented well. The Tanjung Perak Surabaya Main Shipping Office organization has also carried out the division of shipping management tasks to each sub-section and section within the scope of the organization; 3) The Marine Employment Agreement Policy at the Tanjung Perak Surabaya Main Shipping Office based on the social system has been implemented properly, so that there is a good working relationship and balance between the two. The shipping company should provide guarantees related to the rights of seafarers (ABK) by complying with Government Regulation No. 7 of 2000, so that the implications of the policy can be implemented properly.

KEYWORDS:

impact; agreement; sea; policy; Surabaya.

INTRODUCTION

Shipping is everything related to the seaworthiness, data collection measurement and nationality of the ship. Ship's crew (skipper and crew) and ship's cargo. The port is

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**Cite this Article: Catur Wahyudi, Dewi Casmiwati, Edi Suhardono (2023). Evaluation of the Impact of the Maritime Employment Agreement Policy in Government Regulation Number 7 of 2000 Concerning Maritime Affairs at the Main Maritime Office of Tanjung Perak Surabaya. International Journal of Social Science and Education Research Studies, 3(9), 1833-1839*

closely related to sea transportation activities, be it loading and unloading of goods, passengers, or the berth of ships ranging from large ships to fishing boats. The port can also be interpreted as something related or related to all port management activities and other activities to carry out port functions to support the smooth running of the port. Including for the smooth flow of ship traffic, passengers and goods, safety when sailing, encouraging the improvement of the national economy and a region and no less important is the security and order of the port itself. The port is also a gateway to enter a certain area and as a connecting infrastructure between regions, between islands, even between countries.

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The port is a place consisting of land and waters around it with certain boundaries as a place of government activities and economic activities that are used as a place for ships to lean, dock, up and down passengers or loading and unloading goods equipped with shipping safety facilities and port support activities as well as a place for intra and intermodal transfer of transportation modes (Triatmodjo, 2009).

Shipping is a unified system consisting of transportation in waters, ports, safety and security, and protection in the maritime environment Law No. 17 of 2008 concerning Shipping explains that in the context of implementing national development and realizing the archipelago's insight, it is necessary to arrange an effective and efficient national transportation system, increase the mobility of people, goods and services, help create a steady and dynamic national distribution pattern, and support regional development and further strengthen the development of community life, support security, improve international relations. Therefore, ship safety and crew welfare are very important. Ship safety is a requirement that must be met by related parties, such as ship crews, shipping companies and supervised by officers at the port, in this case the Syahbandar. All parties must understand each other and comply with applicable laws and regulations so that transportation and shipping safety are carried out properly.

The welfare of the crew is the main thing as a form of appreciation for work related to safety factors, maintaining to remain in a zero accident position both in carrying passengers and / or goods safely. For this reason, various legal protection efforts both nationally and internationally for ship crews to obtain welfare and safety guarantees continue to be carried out. Some have been updated or adjusted to the applicable rules, but the problem is to what extent the welfare provisions have been fulfilled and complied with according to the laws and regulations, supervised or enforced by officers at the Port. It is intended that the crew can carry out their obligations properly and be able to maintain the ship and its cargo so that it always sails safely, but of course it is fulfilled that is their right.

One of the Government institutions that has an important role in supporting the smooth running of shipping in Indonesia is the Office of the Harbor Master and Port Authority. This Government organization is in line with the provisions of Law Number 17 of 2008 concerning Shipping Article 5 paragraph (1) which states that shipping is controlled by the state and its guidance is carried out by the government. One of the guidance carried out by the government based on Law Number 17 of 2008 paragraph (2) is the regulatory function, which includes the determination of general and technical policies, among others, determining norms, standards, guidelines, performance, planning, and procedures including, requirements, safety and security of

shipping and licensing. Tanjung Perak Port Surabaya is part of connectivity with other ports, both in inter-island trade activities, passenger movements and import and export activities, the intensity is getting higher and Tanjung Perak Port Surabaya as the main class port in Indonesia must improve in order to support all sea transportation activities which are positioned between the West and East of Indonesia.

In relation to the implementation of sea work agreements in general, several things arise which then become phenomena that occur at Tanjung Perak Port Surabaya. One of these phenomena is the case of 'slavery' or the fulfillment of rights and obligations or the safety of crew members who are back in the spotlight. One of the cases is the case that occurred at PT Pusaka Benjina Resources, which is a fishing industry company. In running its business, PT Pusaka Benjina Resources uses workers or crew to catch fish. One of the United States news agencies, namely the Associated Press, explained the results of the investigation that had been carried out at PT Pusaka Benjina Resources which revealed the fact that the crew or workers received inhumane treatment. This inhumane treatment includes working for 20 to 22 hours per shift, without days off, often late in receiving salaries, or even not being paid for months. Not only that, the same thing also happened to Indonesian crew members who were treated inhumanely on Korean ships in Nelson, New Zealand. The forms of discrimination range from inhumane treatment to working hours that are not listed in the details of the signed work contract.

These facts show that Marine Employment Agreements are important in the shipping world. The Sea Employment Agreement is the first thing that must be agreed by both parties and becomes a binding authentic evidence, so it must be subject to and follow all matters regulated in labor law. Furthermore, it is described in the Sea Employment Agreement. Agreement itself is defined as an event in which two people or two parties promise each other to do something or an agreement made by two or more parties, each of which agrees to obey what is in the agreement. Meanwhile, a work agreement is an agreement between workers/laborers and employers or employers that contains working conditions, rights, and obligations of the parties. Sea Work Agreement is a form of individual agreement between water transportation employers and ship crews, where seafarers promise to work under ship employers as ship crews in exchange for wages or salaries.

In this regard, the Tanjung Perak Main Harbor Office has evaluated the implementation of the Sea Work Agreement (PKL) by inviting various shipping companies operating in the Tanjung Perak Surabaya area in the Morning Chat (OPAG) activity. This activity aims to evaluate the implementation of the PKL in the Tanjung Perak area with a question and answer method regarding the rules or

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regulations that apply and are outlined in the PKL sheet. In addition, the Tanjung Perak Main Maritime Office also coordinates with UPT (Task Implementation Unit) or other Syahbandar around the East Java region. Based on the above phenomena, this research takes the title Evaluation of the Sea Labor Agreement Policy in Government Regulation Number 7 of 2000 concerning Maritime Affairs at the Tanjung Perak Surabaya Main Maritime Office.

RESEARCH METHOD

The type of research used in this study is qualitative research, where researchers describe and explain the situations and conditions that occur, after researchers conduct observations and interviews. Qualitative research method as a research procedure that produces descriptive data in the form of written or spoken words from people and observable behavior, qualitative research will produce analytical procedures that do not use statistical analysis procedures or other quantification methods. According to Sugiyono (2015) qualitative research methods are methods based on the philosophy of post positivism, while to research on natural objects, where the researcher is the key instrument, data collection techniques are carried out by triangulation (combined). Data analysis is inductive or qualitative, and research results emphasize meaning rather than generalization.

In this study the authors tried to obtain a clear concrete picture of the Evaluation of the Sea Work Agreement Policy in Government Regulation Number 7 of 2000 concerning Maritime Affairs at the Tanjung Perak Main Maritime Office in Surabaya, which followed a series of activities carried out, by trying to explore existing facts, and analyzing them objectively based on theoretical principles. The data analysis technique used in this qualitative research is clear, namely by using qualitative analysis techniques, where data collection, observation, interviews and data conclusions are taken. The model in data collection used in this research is the Miles and Huberman model. Data analysis using several steps according to the theory of Miles, Huberman and Saldana (2014), namely analyzing data with three steps: condensing data, presenting data, and drawing conclusions or verification. Data condensation refers to the process of selecting, narrowing, simplifying, summarizing, and transforming data.

RESULTS AND DISCUSSION

1. Sea Employment Agreement Policy at Tanjung Perak Main Shipyard Surabaya Based on Government Regulation Number 7 Year 2000

Tanjung Perak Surabaya Main Shipyard in conducting the Sea Employment Agreement policy process for crew members or seafarers, based on Government Regulation Number 7 of 2000 concerning Maritime Affairs, among

others: a. Working Time. Working time is regulated in article 21 of Government Regulation Number 7 of 2000 concerning Maritime Affairs. b. Wages. The amount of wages earned by the crew is based on the sea work agreement, as long as the contents do not contradict Government Regulation No. 7 of 2000 concerning Maritime Affairs. The crew's wages are based on: a) 8 hours per day; b) 44 hours per week; c) Rest of at least 10 hours in a 24-hour period; d) One day off per week e) Plus official holidays (Article 21 paragraphs (1), (2) of Government Regulation No. 7 of 2000 concerning Maritime Affairs). c. Legal Requirements of a Sea Employment Agreement As part of a general employment agreement, a sea employment agreement also contains the same legal requirements as a general employment agreement, except that it has some differences In a sea employment agreement made between a shipowner and a crew member or mate, it is required that it must be held in front of an employee indicated by the competent authority. d. Provisions in the Making of a Sea Employment Agreement. In the making of a sea employment agreement, it must be carried out based on certain provisions, namely, a sea employment agreement made between a shipowner and a captain or ship's officer must be made in writing with the threat of cancellation. While sea work agreements made between shipowners and crew members or laborers must be made in front of an employee appointed by the authorities, namely the syahbandar. e. Requirements for Working as a Ship's crew. To work as a crew member on a ship, a prospective worker must fulfill the requirements set to become a crew member. Government Regulation of the Republic of Indonesia Number 7 of 2000 concerning Maritime Affairs Article 17 says that to work as a crew member must meet the requirements, one of which is that prospective crew members are required to have a seaman's certificate of expertise and / or a seaman's certificate of skill. A seafarer skill certificate shows that the prospective crew member has skills in certain skill areas such as Basic Training, Survival Craft and Rescue Boat, Advance Fire Fighting and others. There are several skill certificates but at least crew members have a Basic Training or Basic Safety Training (BST) certificate which is the basic certificate that seafarers of all levels must have.

2. The Role of Syahbandar Regarding Safety and Security of Shipping in Tanjung Perak Surabaya

In shipping at sea, there are important aspects that must be a priority, namely safety and security for all parties related to transportation activities at sea, this is non-negotiable and absolutely must be fulfilled. In carrying out the safety and security function, it is regulated in Article 208 of Law Number 17 of 2008 concerning Shipping, namely: 1) Seaworthiness of vessels, safety, security and order in the port; 2) Orderly ship traffic in port waters and shipping lanes; 3) Transfer of loading and unloading activities in port waters;

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4) Salvage activities and underwater work; 5) Ship delay activities; 6) Guiding; 7) Loading and unloading of dangerous goods and hazardous and toxic waste; 8) Refueling; 9) Orderly embarkation and debarkation of passengers; 10) Dredging and reclamation; 11) Port facility construction activities; 12) Search and rescue assistance; 13) Pollution control and fire fighting in ports; 14) Maritime environmental protection.

From the provisions of the Article above, it can be seen that the seaworthiness of the ship is closely related to shipping safety, if the seaworthiness of the ship is not assisted by shipping safety facilities, the risk of ship accidents is very high. A ship that has been seaworthy is proven by the Certificate of Seaworthiness of the ship. The Certificate of Seaworthiness issued by the syahbandar is based on the results of class test data from the Indonesian Classification Bureau (BKI). Sea transportation service users who use ships that are not seaworthy, can cause losses to the goods being transported to the loss of lives of passengers and crew members.

As said in the first paragraph, a syahbandar plays an important role in every sea transportation shipping activity, both in terms of supervision, law enforcement, port, maritime environmental protection, and shipping itself. In other words, the success of a voyage carried out by a ship or sea transportation is also the success of a syahbandar carrying out his martyrdom duties. The role of the syahbandar in carrying out its functions, duties and authority is a huge responsibility. Syahbandar is the head of government in the port who plays an important role in a system in the port, both in the shipping itself, law enforcement, and all activities that take place in the port. In other words, the syahbandar is a motor in a system that functions to move all activities that take place at the port.

3. Evaluation of Marine Employment Agreement Policy Based on Government Regulation No. 7/2000 on Maritime Affairs

The implementation of the Sea Employment Agreement is generally in accordance with Government Regulation No. 7 of 2000, where the sea employment agreement already contains all the matters contained in all articles in government regulations that can make life prosperous as a reward for seafarers and also for shipping companies.

3.1. Work Agreement

The sea employment agreement as a guideline in working for crew members or seafarers will work absolutely must understand the contents of the agreement. In general, the opportunity to read and understand the sea work agreement as a work contract at the shipping company has been given to the crew or sailors so as to produce a good understanding and work agreement, The results of interviews with ship entrepreneurs regarding opinions on the discussion of this sea work agreement are for the establishment of good relations

and if there is a dispute in terms of work it will facilitate its resolution. The existence of a work agreement for crew members or sailors indicates that the shipping company or ship owner is of good faith and wants to make welfare for all its workforce (crew members or sailors).

3.2 The validity period of the sea work contract

The period of validity of the sea work agreement is the period of validity of the employment contract between the crew or sailors and the shipping company, in general, shipping companies make an extension period and the validity of the sea work agreement with their workforce with a period of 1 year. According to Law No.13/2003 article 59 paragraph 4, a Fixed Term Employment Agreement (PKWT) may only be made for a maximum of 2 (two) years and may only be extended 1 (one) time for a maximum period of 1 (one) year. Employers/companies that intend to extend the PKWT, must notify their intention to extend the PKWT in writing to the workers concerned, no later than 7 (seven) days before the PKWT expires. If the employer does not notify the extension of the PKWT within 7 (seven) days, the work agreement is null and void and becomes an Indefinite Time Work Agreement (PKWTT), as stipulated in Law No. 13/2003 article 59 paragraph 5. Work agreements in shipping companies mostly have a 1-year contract period, and can be extended again after the contract period, this means that the shipping company has complied with government regulations and applicable laws and has a good intention to prosper its workforce (crew or sailors).

3.3. Working Hours

The number of working hours is the working time that must be carried out by crew members or sailors while working in shipping companies. The observation results show that the number of working hours imposed by the majority of shipping companies is working for 8 hours / day. Working hours, rest periods, and overtime are actually regulated in Article 77 to Article 85 of Law No. 13 of 2003 concerning Manpower. In some shipping companies, working hours, rest periods and overtime are included in the Sea Work Agreement (PKL) as found in Article 21 paragraph (1), (2), also up to 8 hours. This shows that the company's performance has followed the applicable rules and regulations to produce optimal productivity.

3.4. Overtime wages

Overtime wages are wages paid if the crew or seafarers work more than the specified working hours, overtime work indicates that there is more performance that must be achieved which is related to constraints or achievement of targets, in general the results of observations made overtime wages are given if they work more than the time given with routine overtime categories all get it The amount of wages earned by crew members is based on the sea work agreement, as long as the contents do not conflict with Law Number 13

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of 2003 concerning Manpower, nor conflict with Government Regulation Number 7 of 2000 concerning Maritime Affairs, and do not conflict with the seafarers' salary regulations.

3.5. Ship Facilities

Ship facilities for crew members or sailors are a means of support that can help crew members or sailors in carrying out their duties on the ship, so that they can work more easily and effectively. Ship facilities for crew members are in the form of proper living quarters, availability of accommodation, sanitation and others, the results of observations found that the living facilities on the ship provided by the ship owner or entrepreneur to the workforce felt by the crew or sailors are generally feasible and satisfactory or very concerned by the ship owner or entrepreneur in general the availability and conduciveness of facilities on board the workplace for crew members or sailors can be rated as feasible, and this will contribute well and make a support so that it is safe and easy to achieve the productivity of the company as the ship owner or entrepreneur.

3.6. Social Security

The data from observations of management in this case the shipping company and also to crew members or seafarers obtained data that for social security such as in the form of health insurance, work accident insurance and old age insurance can be described that in general ship owners or employers provide social security to their workforce to crew members or seafarers even though there are as ship owners or employers who employ workers more than 10 people and pay a minimum wage of Rp. 1,000,000, - (one million rupiah) must implement the provisions of jamsostek for each worker.

In assessing the success of the Sea Work Agreement (PKL) policy at the Tanjung Perak Surabaya Main Harbormaster's Office, researchers will discuss using the policy impact evaluation model developed by Samodra Wibawa (1994) in which there are three indicators in determining the success of implementing a policy, namely:

1. Impact of the Sea Labor Agreement Individually,

Every agreement, including the Sea Work Agreement (PKL), must be implemented in good faith by both parties (Party I and Party II) as parties to the Sea Work Agreement are shipping employers on the one hand and skippers and crew as laborers on the other. With the making of the Sea Work Agreement, the rights and obligations for each arise. The main purpose of the sea work agreement is to ensure the rights and obligations of seafarers (ABK). Sea work agreements must be made in writing as a preventive measure in coordinating seafarers (ABK) for the realization of rights and obligations between the two parties. Therefore, the intervention of the syahbandar in regulating sea work agreements in writing is legal protection.

2. Psychological Impact

In the implementation of a sea work agreement, the rights and obligations of each party to the employment relationship arise, which rights and obligations must be carried out by each party. In the implementation of a sea work agreement, the validity period of the sea work agreement is influenced by the type of sea work agreement carried out, including a specific time sea work agreement, a specific travel sea work agreement and an indefinite time sea work agreement. In accordance with the theory, if someone feels uncomfortable at work then there are several possibilities. The most important is that the seafarer (ABK) wants to resign before the agreed work contract ends, of course violating the agreement that has been mutually determined between Party I and Party II with the approval of the Syahbandar.

3. Environmental Impact

The existence of a mutually agreed sea work agreement has an environmental impact when seafarers (ABK) work on the ship. Based on observations obtained by researchers, the environmental impact is that there is comfort on board according to the time of the work contract with the shipping company, because not all seafarers (ABK) understand the contents of the sea work agreement so that it means that there is discomfort at work. Based on the results of interviews and observations, it can be concluded that the environment in the Sea Work Agreement (PKL) is related to ship facilities so that seafarers (crew members) can work more easily and effectively. The living facilities on the ship provided by the ship owner or entrepreneur to the workforce felt by the crew or sailors are generally feasible and satisfying or very much considered by the ship owner or entrepreneur. in general, the availability and conduciveness of the facilities on the ship where the crew or sailors work can be rated as feasible, and this will contribute well and make a support so that it is safe and easy to achieve the productivity of the company as the ship owner or entrepreneur.

4. Economic Impact

Seafarers who do not have a sea work agreement do not get legal protection, because they do not have a sea work agreement. The sea work agreement that is owned as legal protection of the rights and obligations between the two parties. Work agreements that are verbally not recorded in writing in the event of a dispute cannot provide legal protection for any party. To obtain legal status, crew members must have a sea work agreement where their status as ship workers is stated in the sea work agreement which is then entered in the crew list. As a worker, crew members are entitled to receive wages from the ship's employer, obtain proper food and lodging, are entitled to annual leave and also for every crew member who has expired his work contract period is entitled to repatriation back to the place of origin or where the sea work agreement was made, all the rights of

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seafarers (ABK) will be lost because they do not receive their rights.

5. Social and Personal Impact

The implementation of the work agreement carried out by the ship's employer with the crew is verbally without a written agreement or in accordance with the policies of the applicable law, such a mechanism has its own legal consequences for the consequences that may or may occur regarding the rights and obligations that must be borne by the crew (Sailors). This working relationship needs to be fostered and directed so that each party can need each other, understand each other's roles and rights and carry out their respective obligations in order to create harmonious and harmonious working relationships in view of oral and written agreements, so that they have concrete or strong legal certainty. Because of work protection for seafarers from starting their profession as seafarers, while on the ship, until ending their duties on the ship. With the existence of a sea work agreement, it is not merely fighting for the interests of the seafarers (ABK), but must also keep in mind the interests and conditions of the shipping company (ship owner). The existence of Social Security will also be able to provide protection to seafarers (crew members), because there are occupational risks that always lurk them while on board, these risks, can be work accidents, or death. social security that can provide this protection, is none other than Health Insurance (ASKES) and work provided by the Indonesian government through BPKJS Ketenagakerjaan and JKK, JKM, JP, JHT, JKP have been implemented properly by shipping companies under the auspices of Syahbandar Tanjung Perak Surabaya.

6. Impact of the Sea Employment Agreement Organizationally

The aspect of bureaucratic or organizational structure has been implemented in the policy of the Sea Employment Agreement at the Tanjung Perak Surabaya Main Maritime Office in the form of clarity based on PP 7 of 2000 contained in Article 18 which reads Every seafarer who will be drilled must have a valid Sea Employment Agreement. While the Parties that have been involved in the Sea Employment Agreement (PKL) at the Tanjung Perak Surabaya Main Harbormaster's Office have been well implemented, with the parties involved: a) Owner as Ship Owner; b) Skipper; c) Seafarer (Ship's crew) and[d) Syahbandar. The Tanjung Perak Surabaya Main Harbormaster's Office organization has also carried out the distribution of shipping management tasks to each sub-section and section within the scope of the Tanjung Perak Surabaya Main Harbormaster's Office organization in accordance with the duties and functions stipulated in the Minister of Transportation Regulation Number 36 of 2012 concerning Organization and Work Procedures of the Harbormaster's Office and Port Authority.

7. Impact of Sea Labor Agreement on Social System

Because the syahbandar is a government official at the port who is appointed by the Minister and has the highest authority to carry out and supervise the compliance with the provisions of laws and regulations to ensure shipping safety and security. By realizing the very heavy authority of the syahbandar in ensuring the safety and security of shipping, the implementation in the field can be realized if there is synergy between regulators, operators and users of sea transportation services. The implementation of a policy will determine the level of success in achieving the objectives of the policy implications. Effective implications can only occur if decision makers (stakeholders) know what to do. Knowledge of what to do. Knowledge of what they do can work if communication goes well, so that every policy decision and regulation that will be implemented must be communicated precisely, accurately and consistently.

The existence of Social Security can also provide protection to seafarers (ABK), because there are occupational risks that always lurk them alone on the ship, these risks, can be work accidents, or death. Social security that can provide such protection is none other than Health Insurance (ASKES) and employment provided by the Indonesian government through BPKJS Ketenagakerjaan. The majority of shipping companies under the supervision of Syahbandar Tanjung Perak Surabaya have implemented social security as regulated in Article 99 of Law No. 13 of 2003 and further regulated in Law No. 3 of 1992 concerning labor social security and its implementing regulations.

CONCLUSION

1. Although based on observations and interviews that not all have a Sea Labor Agreement (PKL): the impact is quite broad, not a few seafarers are paid below the minimum wage, when seafarers protest or object to the shipping company, they may be dismissed from work or fired and then replaced with new seafarers (ABK).
2. The Sea Work Agreement Policy at the Tanjung Perak Surabaya Main Shipping Office based on the bureaucratic or organizational structure has been implemented properly. The Tanjung Perak Surabaya Main Shipping Office organization has also carried out the division of shipping management tasks to each sub-section and section within the scope of the Tanjung Perak Surabaya Main Shipping Office organization in accordance with the duties and functions stipulated in the Minister of Transportation Regulation Number 36 of 2012 concerning Organization and Work Procedures of the Port Authority and Port Authority Offices. While the carrying capacity in the form of providing facilities and infrastructure in the implementation of the Sea Work Agreement (PKL) has also been said to be good.

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3. The Marine Employment Agreement Policy at the Tanjung Perak Main Maritime Office based on the social system or it is known that the implementation of the social system in the Marine Employment Agreement (PKL) policy has been carried out properly, so that a good cooperative relationship and balance between the two (Party I and Party II) is established which is ultimately expected to ensure the welfare, health and safety of work for Party I and Party II.

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