

 Paspor ini adalah dokumen milik Negar PERHATIAN

Kecuali pejabat yang berwenang, dilarang ratau metakukan perubahan apapun atas

Dalam hal paspor ini hilang agar segera mel

KELAMIN / SEX

Kantor Imigrasi terdekat;

PASPOR PASSPORT



NIKIM 110182655364

REPUBLIK INDONESIA
REPUBLIC OF INDONESIA KODE NEGARA / COUNTRY CODE

P IDN NAMA LENGKAP / FULL NAME

SUMI HARTATI

KEWARGANEGARAAN / NATIONALITY INDONESIA

TGL LAHIR I DATE OF BIRTH 31 DEC 1979 TGL. PENGELUARAN I DATE OF ISSUE

25 OCT 2018 NO REG.

1A135P110250-SRP

NO. PASPOR / PASSPORT NO. CO193499

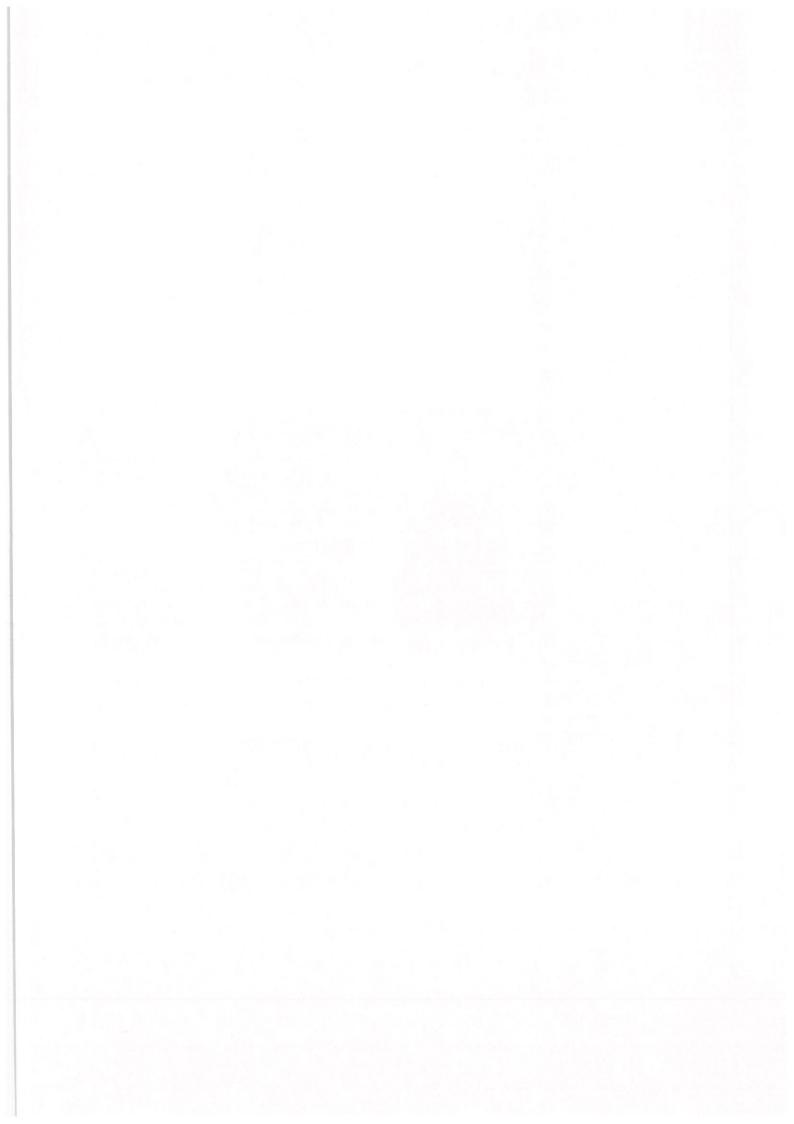
TEMPAT LAHIR / PLACE OF BIRTH MASBAGIK

TGL. HABIS BERLAKU / DATE OF EXPIRY 25 OCT 2023

KANTOR YANG MENGELUARKAN /

KBRI SINGAPURA

P<IDNHARTATI<<SUMI<<<<<<<< CO193499<1IDN7912311F2310255<<<<<<<<<<4







SUMI HARTATI

TEMPAT, TGL LAHIR : MASBAGIK, 31 DESEMBER 1979
NO. WORK PERMIT : .008322236
TANGGAL TERBIT : 25 OKTOBER 2018
BERLAKU SAMPAI : 24 OKTOBER 2020

SALBOBBARA







HOTLINE: +65-9295 3964

Kartu ini diterbitkan oleh Kedutaan Besar Republik Indonesia di Singapura dan bersifat GRATIS tanpa dipungut biaya. Kartu ini merupakan kartu identitas bagi Tenaga Kerja Indonesia yang bekerja di Singapura dan menandakan bahwa yang bersangkutan telah terdaftar di Kedutaan Besar Republik Indonesia di Singapura.

This card must always be kept by the Indonesian Domestic Worker. If found, please return to The Embassy of the Republic of Indonesia, 7 Chatsworth Road, Singapore 249761.





Ref. No. 12277-05-25102018 **KBRI Singapura** dicetak pada 26 Oct 2018 11:34:48

No: (277)/Kons/Leg/Dw/ Seen at the Embassy of the Republic of Indonesia in Singapore.

2 6 OCT 2018

Ambassador

Date:

REP

PERJANJIAN KONTRAK KERJA

Perjanjian Kontrak Kerja ini dibuat dan ditanda-tangani oleh:

Nama

: ONG ENG SENG, ALAN

Alamat

: 79 MEYER ROAD #15-04 CASA MEYFORT S439069

No. KTP/Paspor

: S7930441G

Selanjutnya disebut sebagai "Pihak Pertama":

DAN

PENATA LAKSANA RUMAH TANGGA

Nama

: SUMI HARTATI

Alamat

: TELAGA URUNG MASBAGIK UTARA MASBAGIK LONBONTHAND

TIMUR, NUSA TENGGARA BARAT

No. Working Permit

: 008322236

No. Paspor: COIA

Selanjutnya disebut sebagai "Pihak Kedua".

Majikan dan Penata Laksana Rumah Tangga dengan ini setuju menyatakan sebagai berikut:

Pasal 1

Pihak Pertama akan:

Memperkerjakan Pihak Kedua sebagai Penata Laksana Rumah Tangga dari tanggal 24-10-2018 sampai dengan tanggal 24-10-2020 sesuai masa berlaku Work Permit.

b. Memperhatikan dan melaksanakan peraturan kerja yang ditetapkan oleh Pemerintah Republik Singapura dan terhadap peraturan yang dari waktu ke waktu diatur dan ditentukan oleh Pemerintah Republik Indonesia, termasuk Kedutaan Besar Republik Indonesia di Singapura.

c. Menyediakan tempat akomodasi secara gratis dengan makanan yang bergizi 3 (tiga) kali setiap hari kepada

Pihak Kedua.

d. Mengizinkan Pihak Kedua menjaga barang-barang milik pribadinya termasuk, tetapi tidak terbatas pada paspor, salinan surat Perjanjian Kontrak Kerja ini dan hal-hal berkaitan dengan dokumen, Bank dan uangnya.

e. Membayar semua ongkos pengeluaran Pihak Kedua yang diperlukan termasuk tetapi tidak terbatas pada

ongkos medical check-up, perawatan rumah sakit, rawatan di poliklinik dan obat-obatan.

Memberikan asuransi kepada Pihak Kedua dengan Asuransi yang meliputi "Personal Accident Coverage" (Asuransi Kecelakaan Pribadi) menurut persyaratan yang ditentukan oleh Kementerian Tenaga Kerja Pemerintah Singapura.

g. Tidak mengizinkan kepada Pihak Kedua untuk membersihkan bagian luar jendela dan juga menjemur pakaian di rumah bangunan tinggi atau melaksanakan apapun pekerjaan lain yang bisa membahayakan kepada Pihak

Kedua dan membahayakan nyawanya dan anggota badannya.

Mengizinkan Pihak Kedua untuk melaksanakan dan menjalankan kewajiban agamanya.

Tidak melakukan penganiayaan secara lisan maupun secara fisik kepada Pihak Kedua ataupun memberlakukan

perlakuan yang tidak menusiawi dan kejam kepadanya.

Memberikan kepada Pihak Kedua 4 hari cuti setiap Bulan (Cuti Bulanan) Jika Pihak Kedua bersedia untuk tidak mengambil hari Cuti Mingguannya, maka Pihak Pertama harus memberikan kompensasi kepada Pihak Kedua

dengan uang kontan yang diperhitungkan berdasarkan nilai pro-rata.

Memberikan kepada Pihak Kedua Cuti Pulang satu kali setiap 2 (dua) tahun. Pihak Pertama akan menanggung ongkos biaya tiket pesawat pulang pergi ke kampung halamannya (Singapura-Indonesia-Singapura) saat Pihak Kedua mengambil hak cuti pulang. Jika Pihak Kedua setuju tidak mengambil hak Cuti-Pulang yang bersangkutan, maka Pihak pertama akan membayar kepada Pihak Kedua sejumlah uang dengan nilai sama dengan ongkos Tiket Pulang Pergi.

Membayar kepada Pihak Kedua gaji bulanan sebesar SGD 550 sejak ijin kerja yang baru dan dalam jangka waktu 7 (tujuh) hari. Pembayaran harus dimasukkan ke dalam rekening Pihak Kedua dan/atau kas dengan

bukti kwitansi atau tanda-terima oleh Pihak Kedua.

m. Membayar dan menanggung ongkos pembuatan paspor baru Pihak Kedua.



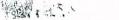
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Pasal 2 Pihak Kedua akan:

a. Bekerja dengan rajin dan jujur untuk pihak Pertama.

Pasal 3 Kedua-dua pihak setuju bahwa:

- a. Apapun pelanggaran terhadap Perjanjian Kontrak Kerja ini akan diserahkan ke Arbitrase dan/atau Mediasi dengan bantuan dari Kedutaan Besar Republik Indonesia di Singapura.
- b. Hukum Singapura akan berlaku terhadap Perjanjian Kontrak Kerja ini.



Pasal 4

Perjanjian Kontrak Kerja ini mulai berlaku pada tanggal ketika Surat Perjanjian ditanda-tangani.

Surat Perjanjian ini dibuat dan dilaksanakan dengan rangkap dua (duplikat) di Singapura pada hari ini tanggal 25 October 2018 di Singapura dalam Bahasa Inggris dan Bahasa Indonesia, kedua-duanya persis sama dan asli. Pihak Pertama dan Pihak Kedua masing-masing dengan ini menyatakan dan menerima bahwa Perjanjian Kontrak Kerja yang telah ditanda-tangani ini adalah mengikat secara hukum terhadap kedua belah pihak dan Pihak Pertama dan Pihak Kedua sepenuhnya mengerti terhadap isi kandungannya serta akibat-akibatnya atas Surat Perjanjian Kontrak kerja ini.

PIHAK PERTAMA (Majikan)

PIHAK KEDUA (Penata Laksana Rumah Tangga)

ONG ENG SENG, ALAN

SUMI HARTATI



Ref. No. 12277-05-25102018 **KBRI Singapura** printed on 26 Oct 2018 11:34:47

EMPLOYMENT CONTRACT AGREEMENT

The Employment Contract is made between:

Date:

DUTAAA

Seen at the Embassy of the

IH SOEPENO

Republic of Indonesia in Singapore.

2 6 OCT 2018

The Ambassador

and Consular

No:(2)27 /Kons/Leg/Dw/101 (8)

EMPLOYER:

Name

: ONG ENG SENG, ALAN

Address

: 79 MEYER ROAD #15-04 CASA MEYFORT \$439069

NRIC/Passport

: S7930441G

and hereinafter referred to as "The First Party".

DOMESTIC WORKER:

Name

: SUMI HARTATI

Address

: TELAGA URUNG MASBAGIK UTARA MASBAGIK LOMBOK TIMUR, KAB, LOMBOK

TIMUR, NUSA TENGGARA BARAT

Working Permit No

: 008322236

Passport No: 1 CO10

And hereinafter referred to as "The Second Party".

The Employer and the Domestic Worker both agreed as follows:

Article 1 The First Party shall:

- Employ the Second Party as a Domestic Worker from 24-10-2018 until 24-10-2020 as stated in the Work
- b. Observe and perform the employment law of the Government of the Republic of Singapore, and those which are from time to time determined by the Government of the Republic of Indonesia, including the Embassy of the Republic of Indonesia in Singapore.
- c. Provide free accommodation with 3 (three) nutritious meals each day for the Second Party.
- d. Allow the Second Party to take care of her personal belongings including but not limited to passport, copy of this Employment Agreement, bank related items, documents, and money.
- e. Pay for all necessary expenses of the Second Party which shall include but are not limited to medical check up fees, hospitalization, polyclinic visits and medication.
- Insure the Second Party with personal accident coverage according to the requirements of the Ministry of Manpower of the Republic of Singapore.
- g. Not allow the Second Party to clean the exterior of the windows nor hang out clothes in high rise dwelling nor perform any other work which shall expose the Second Party to risk her life and limb.
- h. Allow the Second Party to observe and practice her religious obligations.
- Not verbally abuse or physically harm the Second Party nor expose her to inhumane and cruel treatment.
- Give the Second Party 4 Day Off each Month Preferably on Sundays. If the Second Party agrees not to take her Monthly Leave, the First Party must compensate the Second Party in cash on a pro rata basis.
- k. Give the Second Party home leave once every 2 (two) years. The First Party shall bear the cost of a return air fare hometown (Singapore-Indonesia-Singapore) for the Second Party's home leave. If the Second Party agrees not to take Home Leave, the First Party shall pay to her the amount of such return air fare.
- Pay to the Second Party the monthly salary of SGD 550 from her new work permit promptly and within 7 (seven) days of the due date. The payment shall be made into the saving account under the Second Party's name and/or in cash as evidence by a receipt or acknowledgement there of by the Second Party.
- m. Pay and bear the total cost of the Second Party's Passport.



Ref. No. 12277-05-25102018 KBRI Singapura printed on 26 Oct 2018 11:34:47

Article 2 The Second Party shall:

a. Work diligently and honestly for the First Party.

Article 3 Both Parties Agree that:

- a. Any breaches to this Employment Contract will be submitted to arbitration and/or meditation with the assistance of the Embassy of the Republic of Indonesia in Singapore;
- b. The Laws of Singapore shall be applicable to this Employment Contract.

Article 4 This Employment Contract shall enter into force on the date of its signing.

DONE in duplicate in Singapore on 25 October 2018 in Indonesian and English Languages, each text being equally authentic.

The First and the Second Party herein hereby confirmed and acknowledged that this Employment Contract entered herein is legally binding on and of them and that the First Party and the Second Party fully understand the contents and effects of this Employment Contract.

First Party (Employer)

Second Party (Domestic Worker)

ONG ENG SENG, ALAN

SUMI HARTATI

This Commentary is to respond to Straits Times' article titled: "New \$ 6,000 performance bond for Indonesian maids 'unnecessary': MOM" dated 8 May 2018

Approximately 120,000 Indonesian citizens in Singapore work as domestic workers. This number continues to increase over the year as the demand of domestic workers in Singapore continues. With this significant number, the Indonesian Embassy being the sole representative of the country in Singapore, has been mandated by the government to protect its citizens, particularly the rights of the migrant workers. For that purpose, many policies have been stipulated by the Embassy based on the government's policy, and we have always been in close consultation and coordination with relevant authorities, particularly the Ministry of Manpower (MoM). Among of these policies are the minimum monthly salary of SGD \$ 550, 4 off days per month, allowing the domestic workers to perform prayers at home, and provide decent sleeping quarter and meals for the helpers.

Albeit the efforts taken by the Embassy, including continuous efforts and protection by the MoM instruments, the number of cases of misconducts and abuses from the employers has not been reduced, let alone, to cease. In 2017 alone, the Embassy handled 1,579 cases of migrant workers, including the salary that is not paid for months and even years, sexual and/or physical abuses, working up to 19-20 hours per day, the restriction to exercise religious prayers, etc. In the first quarter of 2018 (up to May 10, 2018), the Embassy has already received 571 domestic workers whom flee to seek help from the Embassy with various aforementioned cases.

This requires continuous efforts from both authorities for better protection on the rights and promotion of the obligations of migrant workers. Indonesian domestic workers, being known as less demanding and are mostly reluctant to report the mistreatment and abuses by the employers. They tend to stay in silence and say nothing, in some cases, they are depressed with many unintended consequences, then last resort, they seek refuge and help to the Embassy.

These facts are in line with the report from independent consultancy Research Across Border Australia entitled: "Bonded to the System. Labour Exploitation in the foreign domestic work sector in Singapore" issued in November 2017. In the report that involved almost 800 workers, and 80 employers, it is suggested that "Indonesian workers might be more likely to suffer abuse in silence and when they flee their employer they usually have extreme cases to report. This might imply that Filipino FDWs' help seeking behaviour is regardless of the extent or severity of the abuse, compared to Indonesians who might report only severe cases of mistreatment".

In addition, the report also indicates that Indonesians are more likely to work more than 12 hours daily, to have less than a weekly rest day and not receive a payment in-lieu for working on their rest day. Some also reported to have bad living conditions manifested in the form of living accommodation. The report stated that in the interview, two Indonesian FDW respondents reported sleeping on the front balcony, and in front of the toilet respectively.

These severe conditions are exacerbated by the need to promote protections for the domestic workers working in Singapore, despite the efforts put in place. The report indicates that, "unlike Hong Kong, Singapore doesn't guarantee a minimum wage for maids and guidelines on working hours, and only call for a 'reasonable workload'. Thus, there is a so-called flexibility and space given to the employers to haphazardly determine the salary of their domestic workers and to ask the workers to work even up to 20 hours per day without off days. The report elaborate further that Singapore government also allows the direct hiring mechanism, in which the employers or maid agencies can directly contact the prospective domestic helpers and hire them without going through the legal procedures in Indonesia. This mechanism is against the Indonesian laws and regulations and will only put the employers and the FDWs in a more difficult position when they are in trouble because the Indonesian government will not have any knowledge or adequately informed about the whereabouts of the Indonesian FDWs, so as to enable it to exercise its roles to ensure the rights and obligations of migrant workers. Unfortunately, direct hiring practises still persist in Singapore, despite Embassy's efforts to reduce or minimize it for both workers' and employers' interests.

Furthermore, in many cases that involve the MoM, such as the cases of the workers being not paid for months and/or years, and domestic workers who work in more than 1 house, the completion time of settling such cases can take up to 2 years, as experienced by a domestic worker who has to reside in the shelter of the Embassy for 2 years, without any opportunity to work and without any compensation to the 2 years waiting time and it is again fall under our obligations to provide shelters and protection.

It is therefore, the Embassy's obligation to urgently address the issue by collaborating and coordinating closely with relevant authorities, particularly the MOM, so as to ensure the protection of the rights and the promotion of the obligations, particularly the wellbeing of Indonesian Domestic Workers in Singapore, in accordance with international laws and regulations.

As part of continuous efforts, in April 2018, the Embassy introduced and promoted the policy on a Performance Bond (PB) for the new domestic workers and the existing domestic workers, as this is not an alien practice applied by other countries. We certainly take into account the need to ensure the clarity of the policy for the benefits of both employers and FDWs. We have communicated and raise the awareness to Agencies and MoM in good faith so as to enable us to ensure its effective implementation. The PB will be attached to the Employment Contract (EC) issued by the Embassy and it will adhere to the clauses as stipulated in the EC. The signing of the contract takes into account the consent of all parties involved. The premium of Indonesian Embassy PB is not more than SGD \$ 75 (including GST) and the amount may slightly vary depending on the insurance agencies for 2 years period. This amount is as little as SGD \$ 3 dollar per month. Despite the impression reflected in the article about the clarity of the policy, the Embassy wishes to underline our intention to make it as clear and transparent possible for the interests of both parties.

It is, therefore, the Embassy compels to object the notion as written in the May 8 article of Straits Times, that the clauses of the contract are meant to provide clarity. Some of them are the minimum salary of SGD \$ 550 per month, 3 nutritious meals per day, the rights of domestic workers to hold its own passport and work permit, the permit from employer to conduct religious prayer, the obligation for the employers to pay for medical check-up and medication expenses, and the prohibition for FDWs to carry out work that could expose to their safety and lives (i.e. hanging clothes in high rise building or clean the exterior window etc). We have made it clear to all relevant stakeholders, particularly the MoM, that the Indonesian Embassy will not recklessly and automatically forfeit the bond, should there be any breaches of the clauses as agreed in the contract. The Embassy, as it continuously does, will facilitate mediation involving parties' concerns, and for any cases that involve police or MoM, the mediation will take place after the decision/verdict is issued (either by the court, the police or the MoM). Thus, Performance Bond WILL ONLY BE THE LAST RESORT if after mediations, the employer does not cooperative.

In this regard, the Embassy continuously raise the awareness and will continue in performing its duties and obligation to protect the rights of Indonesian Domestic Workers. The Performance Bond is one of our instruments to URGENTLY protect their wellbeing. The Embassy remains open to any clarification and information needed to make the employers better understand the policy. The benefits for the workers, therefore, very clear in term of contract enforcement and their fundamental protection. We would like to extend our sincere appreciation to all stakeholders involved to continuously provide better protection to our migrant workers.