

The Legal Protection of Fishermen Sales in Dealing for Fishery Results in Sibolga

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Abstract

This study aims to provide legal protection to tenant fishermen in the agreement for fisheries products between owner fishermen and tenant fishermen in Sibolga. The research used is a merger of legal research and social research (mix method), using a legislative approach and descriptive explorative approach. Data is collected through primary data and secondary data, and analyzed qualitatively and quantitatively. Based on the results of the study that the agreement for the sharing of fisheries between the owner's fishermen and fisherman cultivators in the City of Sibolga conducted unwritten this is considered a hereditary habit. The start of the agreement begins with an invitation to ABK regarding when to leave for sea, while the end of the agreement occurs when there is a distribution of wages received by ABK. In the production sharing agreement, the owner's fisherman gets 90% while the sharper fisherman gets a 10% share. Because there are no written rules regarding fisheries yield sharing agreements, if there is a dispute between the owner's fishermen and the HNSI cultivating fishermen who act as mediators to resolve the problem in good faith between the two parties.

Keywords

fishermen; fishery products; agreements.



I. Introduction

Sibolga, which was dubbed as Fish City, had an area of 10.77 km², with a total population of 95,471 people, with a population density of 8084 people / km². Sibolga City has 5 (five) small islands with a total area of 137.08 Ha, with a coastline length of 21.84 Km including 10.41 Km coastline of small islands. Fish production in Sibolga City is almost entirely produced from the capture fisheries business sector.

The potential of fisheries resources Sibolga can not be separated from fishery resources on the West Coast of North Sumatra. This is due to the fishing community of Sibolga City fishing activities outside the administrative areas of Sibolga City such as Padang, Aceh, Nias, Mandailing Natal. Based on data from the Department of Maritime Affairs and Fisheries of the Province of North Sumatra in 2006, the potential of fish resources for the West Coast region of North Sumatra reached 1,076,960 tons / year, of which the potential utilized has only reached 94,703 tons / year (8.79%)".

The pattern of fishing in Sibolga City is carried out by way of profit sharing between tenants and owner fishermen. This revenue sharing pattern is expressly regulated in Article 3 of Law Number 16 of 1964 concerning Fishery Product Sharing Patterns (UUPBHP), which determine: fundamental in that personality, so if someone behaves or responds is influenced by the character will be able to respond for every situations.

If a fishery business is carried out on the basis of a production-sharing agreement, then at least the following results must be given to the fishermen and cultivators of the ponds as follows:

1) Sea fishing

- a) If sailboats are used: a minimum of 75% (seventy-five percent) of net proceeds;
- b) If a motor boat is used: a minimum of 40% (forty percent) of net proceeds.

2) Inland Fisheries

- a) Regarding the results of maintenance fish: minimum 40% (forty percent) of net yield;
- b) Regarding wild fish yield: minimum 60% (sixty percent) of gross yield.

Based on the provisions of this article for fishing at sea, the sharecropping fishermen will get 75% of the net proceeds from the sale of fish and the owner of the fishermen will get a share of 25% if the sailboat is used. Whereas if used by a motorboat, the cultivating fishermen will get 40% of the net proceeds from the sale of fish while the owner's fishermen get a yield of 60%.

However, what is the pattern of production sharing agreements between tenant fishermen and owner fishermen is not explicitly regulated in the legislation, so what happens in Sibolga City is the revenue sharing agreement between tenant fishermen and owner fishermen is done verbally (unwritten). So not a few cultivating fishermen always become the owner of the fishermen's feelings due to the absence of strict rules for the agreement on the pattern of fishing.

Based on these problems, it is necessary to study the pattern of revenue sharing for fisheries business in the Sibolga fishing community, related to how the fishery revenue sharing agreement between the owner's fishermen and the cultivating fishermen? What is the pattern of fishery product sharing carried out by the fishing community? and how the legal protection of cultivating fishermen in the capture fishery production sharing system.

II. Research Methods

This type of research is a mix method that is a combination of legal research and social research. Hanitijo Soemitro (1982: 15) called it socio legal research (sociological legal research), Sunaryati Hartono (2006: 141-142) said the merging of legal research with social research was an interdisciplinary research activity. This type of mix method research uses legal research with a statutory approach, while social research uses a descriptive explorative approach.

Data collected in this study were obtained through primary data and secondary data. Primary data collection techniques through interviews with related parties as research respondents who had previously prepared interview guidelines, while secondary data through library (library research).

Data collected in this study as according to Soekanto (1986: 177) uses simple random sampling through; surveys by conducting observations, interviews, and recording and identification. While the analysis used is an analysis which is an approach to the symptoms that exist in human life (Burhan Ashshofa, 2007: 20).

III. Discussion

3.1 Agreement for Fisheries between the Fishermen Owners and Fishermen Tenants in Sibolga

The production sharing agreement process among Sibolga City fishermen is not a strict written process, but only occurs unwrittenly and is considered a hereditary practice. The agreement begins with an invitation to the crew (ABK) when it will go to sea. While the end of the agreement occurred when the distribution of wages received by ABK.

In terms of determining the Ship Captain (Tekong) in a fishing vessel owner (Tokeh) is not arbitrary, usually the criteria/requirements that are often used are; honesty, have a leadership spirit in leading members/ABK, understanding fishing vessels, understanding the currents of sea water and wind, having sharp and accurate instincts, having experience in the sea, and others.

After fulfilling these requirements, the Tokeh/ship owner and Tekong/the ship's captain enter into an agreement between them before being given the mandate to run the fishing boat, the contents of the agreement include:

- a. Ship departure expenditure in the form of; staple foods such as rice, coconut oil and other cooking utensils, ice, and ship oil. Borne by the owner's fishermen and provided 1 (one) day before departure.
- b. Costs for damage to the nets and damage to the ship are borne by the owner's fishermen.
- c. The ship owner will give a bonus to the captain of the ship if he gets satisfactory results from the catch of the fish. The bonus is in the form of additional money given by the ship owner calculated from the amount of fish caught on 1 (one) trip of the ship's departure. Usually the ship's captain will get a value of money of Rp. 300-500 / Kg from the whole sale of fish.
- d. The percentage or profit sharing they will get and the crew will get from catching and selling fish.
- e. Expenditure for fishing vessels at the time of departure of the ship will be deducted directly from the sale of fish.
- f. If a fishing vessel does not get satisfactory results and even harms the ship owner in 2-3 ship departure trips, the boat captain (tekong) may be stopped or no longer allowed to bring the ship.

As described above, that the agreement for the sharing of fisheries between the owner's fishermen and the cultivating fishermen in Sibolga City is done verbally (not written). The agreement must also be written not found in the UUPBHP, only based on Article 3 paragraph (2) of the UUPBHP to avoid extortion, provided that the comparison between the most and the most part must not be more than 3 (three) to 1 (one) , then in the implementation of the agreement supervised by the Level II Regional Government. The term of the production sharing agreement, based on Article 7 paragraph (1) of the UUPBHP, is held for at least 2 (two) seasons, namely 1 (one) year in a row for marine fisheries, provided that if after that period ends the renewal agreement, it is the weak fishermen who take precedence.

But can the Level II Regional Government supervise and know that the fishery production sharing agreement does not blackmail the fishermen and the time the contents of the agreement have been obeyed, if the agreement is not written? Although based on an oral agreement it is considered valid as a written agreement, as stipulated in Article 1320 of the Civil Code (Civil Code) which does not require that an agreement be made in writing, so that the oral agreement is also legally binding. If there is a case related to an oral agreement, written evidence can be used as evidence to indicate the existence of an oral agreement, for example letter evidence. Regarding evidence in the form of witnesses, Article 1905 of the Civil Code states that the statements of one witness without being substantiated with other evidence cannot be accepted. So the form of the agreement needs to be determined because there is a statutory provision that only with certain forms of agreement has a binding legal force and the strength of evidence is an authentic deed made before a notary or underhanded deed made by the parties themselves, the written form usually contains rights and judgment (Abdul Kadir Muhammad, 2014: 293).

In the event of a case relating to an oral agreement, the witness can be used as evidence, as explained in Article 1895 of the Civil Code "proof with witnesses is permissible in all

cases where it is not exempted by law", and in Article 1905 the Civil Code is also explained " information from just one witness without being substantiated by other evidence cannot be accepted. " Therefore, in terms of proving the profit sharing agreement between the owner's fishermen and the fishermen who work on it, there are more than one witnesses so that they can be used as witnesses.

3.2 Fishery Product Sharing Patterns Conducted by Fishermen Communities in Sibolga

Profit sharing is done, for the owner's fishermen get 90% of the overall sale of fish after the costs incurred for the departure of the previous boat, and for fishermen cultivators get a share of 10% of the total sales results after incurred the costs of the departure of the previous boat, and there also fishing vessels that use profit sharing use the following formula:

$H_p - B = H_b$ and $H_b : 8$

HP: Sales Results

B: Ship Shopping

Hb: Net Results

8: Distribution of Formulas

From the results received by the ten percent fishermen, they are divided into 3 (three) parts, namely for the captain of the ship, ship officials and crew. So, the share that will be obtained by the cultivating fishermen is $10\% : 3 = 3.3\%$, which can be seen in the following table:

Table 1. Acquisition of Cultivating Fisherman

No	Cultivating Fishermen	Acquisition
1	Captain of the Ship	3,3 %
2	Ship Official	3,3 %
3	Crew	3,3 %

The fisheries production dealing system in Sibolga varies depending on the type of fishing gear used. The revenue dealing system can be seen in the table below:

Table 2. The Diversity of Revenue Dealing

No.	Tools	Fishermen Owner Cultivators	Nelayan Penggarap
1	1 Trawl Ring	90 %	10 %
	A. Trawl Ring Vicer	90 %	10 %
	B. Trawl Cob Ring	90 %	10 %
	C. Trawl Ring Tightly	90 %	10 %
2	Floating Chart	65 %	35 %
3	Charts Step	-	-
4	Gill Nets	45 %	55 %
5	Layered Gill Nets (<i>trammel net</i>)	45 %	55 %
6	Fishing Rod	45 %	55 %
7	Bubu	45 %	55 %
8	Scoop	45 %	55 %
9	Rawai	45 %	55 %

The following is a detailed description of the fishery profit sharing system for each fishing gear in Sibolga:

a. Trawl Ring Vicer

Length of more than 600-1000 m, operated in deep sea waters of EEZ, sailed for 3 (three) months with a payload target of 150 tons. Usually the sale of 150 tons of fish weighs Rp. 3,000,000,000 (three billion rupiah) and shopping expenses for one boat departure trip reach Rp. 1,000,000,000 (one billion rupiah). The number of crew in fishing vessels reaches 40-43 people. So the income earned once a departure trip reaches Rp. 2,000,000,000 (two billion rupiah), from the results obtained then issued 10% for all members. 10% of Rp. 2,000,000,000 (two billion rupiah) is Rp. 200,000,000 (two hundred million rupiah). And the owner fishermen (tokeh) get Rp. 1,800,000,000 (one billion eight hundred million rupiah). Because the number of members reached 42 people, then after each division got 42.5 for each member. The following table classifies the results of the income of all crew members on the vicer ring trawler in accordance with their position:

Table 3. The Classifies of Fishermen Revenue

Fishermen	Revenue	3 Months (Rp)
Fishermen Owners (Distributor)	-	1.800.000.000
Ship Captain (Tekong)	3	14.117.647 + bonus per kilogram
Apit	2	9.411.764
3 Light Fixture	4	18. 823.529
Machinist	2	9.411.764
Bricklayer	1,5	7.058.823
Bowman	1,5	7.058.823
Dumpster	1,5	7.058.823
Cooky	2	9.411.764
1 crew (ABK)	1	4.705.882

b. Trawl Snapper Ring

Snapper ring trawlers are medium sized ring trawlers: lengths from 300-600 m and are operated in more distant waters or offshore waters, with the main target of tuna and mackerel. 1 (one) time trip of departure reached 22 days during the sea, and the number of members reached 40 people. In one departure it is estimated that the return of Rp. 500,000,000 (five hundred million rupiah) up to Rp. 700,000,000 (seven hundred million rupiah). Expenditure spent on going to the sea reaches Rp. 150,000,000 (one hundred and fifty million rupiah), and if the vessel's revenue reaches Rp. 500,000,000 (five hundred million rupiah), spending will be issued in the amount of Rp. 150,000,000 (one hundred and fifty million rupiahs) then the net proceeds to be received by all crew members and fishermen from the ship is Rp. 350,000,000 (three hundred fifty million rupiah) in one trip departure. From Rp. 350,000,000 (three hundred fifty million rupiah) is issued 10% for all crew or fishermen working on the ship and get Rp. 35,000,000 (thirty-five million rupiah). The following is the classification of the revenue of the income obtained by all crew members on board in accordance with their position:

Table 4. The Revenue Based on Position

Fishermen	Revenue	3 Months (Rp)
Fishermen Owners (Distributor)	-	315.000.000
Ship Captain (Tekong)	3	2.625.000 + Bonus perkilogram
Apit	2	1.750.000
2 Light Fixture	3	2.625.000
Machinist	2	1.750.000
Bricklayer	1,5	1.312.500
Bowman	1,5	1.312.500
Dumpster	1,5	1.312.500
Cooky	2	1.750.000
1 crew (ABK)	1	875.000

c. Trawl Ring Tightly

Within 1 (one) month this ship departs 2 (two) trips or designations in Sibolga 2 kalam. The length of the ship sails in 1 deck 12-15 days, and the number of crew in the ship reached 30 people. Within 1 departure it is estimated that you can make Rp. 200,000,000 (two hundred million rupiah), and expenditure spending around Rp. 80,000,000 (eighty million rupiah) up to Rp. 100,000,000 (one hundred million rupiah). In this case the division is the same as the other trawl rings.

$H_p - B = H_s$

Rp. 200,000,000 - Rp. 80,000,000 = Rp. 120,000,000

10% of Rp. 120,000,000 = Rp. 12,000,000

So the results received by all crew or fishermen working on the ship are Rp. 12,000,000 (twelve million rupiah) in one boat departure. It was only for the number of crew members on the ship to reach 30 (thirty) people, namely Rp. 12,000,000: 30 = Rp. 400,000 (four hundred thousand rupiah), as can be seen in the following table:

Table 5. The Revenue Based on Position

Fishermen	Revenue	3 Months (Rp)
Fishermen Owners (Distributor)	-	315.000.000
Ship Captain (Tekong)	3	1.200.000 + bonus perkilogram
Apit	2	800.000
Light Fixture	1,5	600.000
Machinist	2	800.000
Bricklayer	1,5	600.000
Bowman	1,5	600.000
Dumpster	1,5	600.000
Cooky	2	800.000
1 crew (ABK)	1	400.000

d. Floating Chart

A floating chart fishing gear is a square shaped fishing gear that has the same length and width. The number of crews or fishermen cultivators in when this chart fish reaches 17-20 people. In one departure, a fish sale of Rp. 100,000,000-Rp.200,000,000 in terms of spending, it amounts to Rp.50,000,000 – Rp. 80,000,000 and there is also the policy of the ship owner of this chart to cut or spend 20% on the commission of the ship, which every fisherman who cultivates does not know where the 20% was made by the owner's fisherman. The following is the calculation of the results to be received in 1 (one) trip on the ship's departure:

Table 6. The Result Calculation

Sales results	Rp. 100.000.000
20% Ship Commission	Rp. 20.000.000
Remainder	Rp. 80.000.000
Shopping	Rp. 50.000.000
Remainder	Rp. 30.000.000
10% Tekong Commission	Rp. 3.000.000
Remainder	Rp. 27.000.000
Rp. 27,000,000: 2	Rp. 13.500.000

Source: Invoice for Catching Fishery Products for KM Rezeki Ganda

e. Step on the Chart

This fishing gear with step on chart utilizes several pump lights. The process of catching fish on a step chart is done at night. Overall in Sibolga City, this step off chart is the private property of fishermen and is operated by them. Therefore, as a result of selling fish products to them, there is no revenue sharing for this step chart fishing boat.

f. Gill Net (Grill Net)

Gill net is a fish net with a rectangular shape. The gill net fishing boat consists of 5 people, operates for 2 (two) to 6 (six) days at sea, and usually the income earned is Rp. 4,000,000 (four million rupiah) to Rp. 6,000,000 (six million rupiah) in one trip and the expenditure spent on shopping reaches Rp. 1,500,000. Profit sharing for owner fishermen and fisherman cultivators in this gill net are:

$H_p - B = H_b$ and $H_b: 8$

So if the income of Rp. 6,000,000

Then: $Rp. 6,000,000 - Rp. 1,500,000 = Rp. 4,500,000$

$Rp. 4,500,000: 8 = Rp. 562,500$

Information:

HP: Sales Results

B: Ship Shopping

Hb: Net Results

8: Distribution of Formulas

Table 7. The Revenue of Fishermen Sales

Fisherman	Revenue	Acquisition
Fishermen Owners (Distributor)	3	Rp. 1.687.500
Ship Captain (Tekong)	2	Rp. 1.125.000
4 Crews (ABK)	3	Rp. 1.687.500

g. Fishing Rod

The fishing boat fishing boat is a fishing gear using a fishing line and using a computer to see the whereabouts of fish. This fishing boat operates for 6 (six) to 12 (twelve) days while at sea, consisting of 4 fishermen. The results of fish sellers can reach Rp. 10,000,000 (ten million rupiah) to Rp. 15,000,000 (fifteen million rupiah) in 1 (one) time of departure, spending incurred in the amount of Rp. 2,000,000 (two million rupiah). The division for the results of fishing boat fishing boat is as follows:

Hp - B = Hb and Hb: 8

So if the income of Rp. 10,000,000

Then: Rp. 10,000,000 - Rp. 2,000,000 = Rp. 8,000,000

Rp. 8,000,000: 8 = Rp. 1,000,000

Table 8. The Revenue of Fishermen Sales

Fisherman	Revenue	Acquisition
Fishermen Owners (Distributor)	3	Rp. 3.000.000
Ship Captain (Tekong)	2	Rp. 2.000.000
3 Crews (ABK)	3	Rp. 3.000.000

h. Bubu

Bubu is a fishing gear that is included in the "Trap" or "Trap" group. Bubu fish boat 1 trip departure time reaches 2-6 days at sea, and usually gets a result of Rp. 4,000,000 (four million rupiah), consisting of 3 fishermen, spending on ship shopping ranges from Rp. 500,000 (five hundred thousand rupiah). Profit sharing fishing boat shares as follows:

Hp - B = Hb and Hb: 8

So if the income of Rp. 4,000,000

Then: Rp. 4,000,000 - Rp. 500,000 = Rp. 3,500,000

Rp. 3,500,000: 8 = Rp. 437,500

Table 9. The Revenue of Fishermen Sales

Fisherman	Revenue	Acquisition
Fishermen Owners (Distributor)	3	Rp. 1.312.500
Ship Captain (Tekong)	2	Rp. 800.000
2 Crews (ABK)	3	Rp. 1.312.500

i. Layered Gill Net

The gill net is a rectangular fish net. In one trip departure can result in fish sales of Rp. 10,000,000 - Rp. 20,000,000, spending on departure reaches Rp. 2,000,000 (two million rupiah) and the number of crew in a boat of 5 fishermen.

Hp - B = Hb and Hb: 8

So if the income of Rp. 20,000,000

Then: Rp. 20,000,000 - Rp. 2,000,000 = Rp. 18,000,000

Rp. 18,000,000: 8 = Rp. 2,250,000

Table 10. The Revenue of Fishermen Sales

Fisherman	Revenue	Acquisition
Fishermen Owners (Distributor)	3	Rp. 6.750.000
Ship Captain (Tekong)	2	Rp. 4.500.000
2 Crews (ABK)	3	Rp. 6.750.000

j. Scoop

Scoop or often called Tangguk is a fishing gear that in its operation uses human labor. In general, fishermen use scoop in shallow and muddy areas. The scoop fish boat consists of 4 people, the income earned is Rp. 4,000,000 - Rp. 5,000,000 in 1 trip departure, and spending on shopping reaches Rp. 1,500,000. Profit sharing for owner fishermen and fisherman cultivators are:

Hp - B = Hb and Hb: 8

So if the income of Rp. 5,000,000

Then: Rp. 5,000,000 - Rp. 1,500,000 = Rp. 3,500,000

Rp. 3,500,000: 8 = Rp. 437,500

Table 11. The Revenue of Fishermen Sales

Fisherman	Revenue	Acquisition
Fishermen Owners (Distributor)	3	Rp. 1.312.500
1 Ship Captain (Tekong)	2	Rp. 875.000
4 Crews (ABK)	3	Rp. 1.312.500

k. Rawai

Longline is a series of very long fishing units (reaching thousands, even tens of thousands of meters). The division of the results of this fishing gear is the same as a fishing line. The results of fish sellers can reach Rp. 10,000,000 - Rp. 15,000,000, in 1 (one) shopping departure trip issued for Rp. 2,000,000 (two million rupiah). Revenue sharing is as follows:

Hp - B = Hb and Hb: 8

So if the income of Rp. 10,000,000

Then: Rp. 10,000,000 - Rp. 2,000,000 = Rp. 8,000,000

Rp. 8,000,000: 8 = Rp. 1,000,000

Table 12. The Revenue of Fishermen Sales

Fisherman	Revenue	Acquisition
Fishermen Owners (Distributor)	3	Rp. 3.000.000
1 Ship Captain (Tekong)	2	Rp. 2.000.000
3 Crews (ABK)	3	Rp. 3.000.000

All of the types of fishing vessels described above, those who get a share of the income that is sufficient for the lives of the fishermen in the City of Sibolga are only fishermen who have positions on the fishing boat only, such as the captain of the boat (tekong), flanking the boat (vice tekong), floaters, machinists, masons, bow builders, throwers, and cooks, while for ABK the results obtained are still very small, this is not in accordance with the Decree of the Governor of Sumatra Number 188.44 / 674 / KPTS / 2019 concerning Provincial Minimum Wages (UMP) North Sumatra in 2020, where the UMP of Sibolga City is Rp 3,003,922.

3.3 Legal Protection of Cultivating Fishermen in Fishery Production Sharing Systems

The responsibility of the owner's fishermen to the cultivating fishermen in the fishery profit sharing agreement is very clearly regulated in the UUPBHP, as specified in Article 16 which determines; "Owing fishermen are obliged to provide care and benefits to working fishermen who suffer from illness, which is caused by carrying out their duties at sea or having an accident while performing their duties. Even if there is a death in carrying out their duties, the owner's fishermen are required to provide appropriate benefits to the families they leave behind".

However, in practice in Sibolga City this is rarely done, most of the owner's fishermen already feel responsible by giving part of the results obtained by the tiller fishermen. This is because there are no explicit rules in writing for this agreement for capture fisheries, whereas according to Article 16 paragraph (3) the UUPBHP explicitly determines that the Government must establish regulations relating to the implementation of provisions relating to the responsibility of the owner's fishermen for the events experienced by the fisherman cultivators .

In addition, based on Article 18 jo 19 UUPBHP, the Government, in this case the Minister of Fisheries, will issue regulations related to supervision by the Regional Government on fishery revenue sharing agreements between owner fishermen and cultivating fishermen. Even the need for strict arrangements in resolving disputes that occur between owner fishermen and tenant fishermen, so far when there is a problem for fishery products in the City of Sibolga, working fishermen do not approve of the revenue sharing, fishermen can only notify the fishermen's organization, the All Indonesian Fishermen Association (HNSI). HNSI will conduct a mediation or peace between the two parties between the owner's fishermen and the fishermen's cultivators to resolve the issue. This is due to the community's ignorance of the fishery product sharing laws, and the regional government does not interfere in the supervision and legal protection of fishery products.

To provide legal protection to working fishermen, the Government and Regional Governments, especially the Sibolga City Regional Government, should issue a Regional Regulation (Perda) related to fishery production sharing agreements. Local regulations are needed to avoid clashes between tenure fishermen and owner fishermen. According to Fitzgerald, legal protection aims to integrate and coordinate various interests in society because in a traffic of interests, protection of certain interests can be done by means of encumbering various interests on the other side (Rahardjo, 2006: 53).

According to Sudikno Mertokusumo, where the existence of law (Perda) in the community is a means to create peace and order in the community, so that the relationship between the owner's fishermen and the cultivating fishermen can be safeguarded by their interests. Law as a collection of rules or methods contains general and normative contents; general because it applies to everyone, and normative because it determines what is and is not allowed to be done, and determines how to implement compliance with the method (Mertokusumo, 2005: 41).

Regional regulations are expected to be incarnated in a regulation which has two aspects of protection, namely preventive and repressive. Preventive is an effort to prevent a dispute between the owner's fishermen and the working fishermen and repressive is the application of legal sanctions through the courts of justice. So the regional regulation that is formed is expected to be a set of orders, both directly and indirectly from the ruling party to independent community members, where the authority (the ruling party) is the highest authority to provide legal protection to fishermen, especially fishermen cultivators (Ali, 2015; 38) .

IV. Conclusion

4.1 Conclusion

Based on the description of the results of the research described above, the following conclusions can be drawn:

1. The form of production sharing agreements for Sibolga City fishermen is done unwritten which is considered as hereditary habit. The initial agreement begins with an invitation to ABK regarding when to leave for sea. While the end of the agreement occurred when the distribution of wages received by ABK.
2. The production sharing system used by Sibolga City fishermen depends on the type of fishing vessel they run and depends on the owner's fishermen (Tokeh) of the fishing boat, the owner's fisherman will get 90% while the tenant fishermen get a 10% share.
3. The absence of rules regarding legal protection by the Sibolga City Regional Government regarding fishery revenue sharing between owner fishermen and cultivating fishermen, then HNSI will act as a mediator, if there is a problem between the fishermen, HNSI will solve the problem with the principle of good ties between the two parties.

4.2 Suggestion

Based on the conclusions above, there are a number of things that can be suggested to be considered by the Sibolga Municipal Government, namely:

1. The Sibolga City Regional Government needs to form an agreement for fishery product sharing between the owner's fishermen and the fisherman cultivators, whose proof of validity can be legally accounted for, then the production sharing agreement must be made in writing / a written deed to prevent a dispute between the owner's fishermen and the cultivating fishermen. If an agreement is made for an fishery product in writing, then a witness must be held to witness the agreement, in accordance with Article 1866 of the Civil Code.
2. Socializing Law No. 16 of 1964 concerning Fishery Product Sharing to the public so that the public knows about fishery profit sharing patterns, so that the community no longer uses the revenue sharing pattern that is detrimental to the crew
3. The Regional Government of Sibolga City needs to issue a Regional Regulation on fishery profit sharing that is in favor of fishermen, in particular legal protection for cultivating fishermen in a fishery sharing scheme.

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