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Classifying Caddy Employment Relationships and Legal Protection in Industrial Relations Disputes

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Original Article

Abstract

A contractual designation of partnership may obscure an employment relationship when service providers are integrated into an enterprise and subject to managerial control. This article examines the legal classification of golf caddies and the protections potentially available to them in Decision No. 56/Pdt.Sus-PHI/2024/PN Smg. Employing normative legal research and statutory, case-law, and conceptual approaches, the analysis draws on Indonesian labor law and ILO Recommendation No. 198. The parties disputed whether continuing work, management-administered caddy fees, schedules, attendance requirements, and disciplinary measures established the elements of work, wages, and direction. The court, however, did not determine employment status; it declared the action inadmissible because the mandatory mediation proceedings had not included a defendant against whom relief was sought. The article develops a three-stage framework covering substantive employment classification, procedural admissibility, and remedies contingent upon proven employment status and grounds for termination. Neither a partnership label nor a procedural dismissal resolves the merits of employment status. Effective legal protection requires evidence of actual control, accurate identification of the employer, completion of prelitigation procedures, and legally supported assessment of entitlements.

Keywords: *Employment Relationship, Golf Caddy, Disguised Partnership, Industrial Relations Dispute, Worker Protection.*

Abstrak

Label kemitraan tidak selalu mencerminkan hubungan hukum yang sesungguhnya apabila pelaksana jasa terintegrasi dalam kegiatan usaha dan berada di bawah pengendalian pengelola. Artikel ini menganalisis kualifikasi hubungan kerja caddy dan perlindungan hukumnya berdasarkan Putusan Nomor 56/Pdt.Sus-PHI/2024/PN Smg. Penelitian hukum normatif ini menggunakan pendekatan perundang-undangan, kasus, dan konseptual, dengan Rekomendasi ILO Nomor 198 sebagai rujukan persuasif. Analisis berfokus pada keberlanjutan pekerjaan, pembayaran *caddy fee*, pengaturan jadwal, absensi, dan sanksi dalam mengidentifikasi unsur pekerjaan, upah, dan perintah. Namun, pengadilan tidak memutus substansi hubungan kerja karena gugatan dinyatakan tidak dapat diterima akibat ketidaklengkapan mediasi. Penelitian ini menawarkan uji tiga tahap: kualifikasi substantif hubungan, kelayakan prosedural gugatan, dan penentuan pemulihan hak secara kondisional. Perlindungan efektif mensyaratkan pembuktian pengendalian nyata, ketepatan penentuan pemberi kerja, kelengkapan prosedur penyelesaian perselisihan, serta penghitungan hak berdasarkan alasan pemutusan hubungan kerja yang terbukti.

Kata kunci: *Hubungan Kerja, Caddy, Kemitraan Semu, Perselisihan Industrial, Perlindungan Pekerja*

1. INTRODUCTION

Using the term "partnership" in the provision of services does not necessarily mean that the service provider enjoys commercial autonomy comparable to that of the business operator. Although a contractual arrangement may be described as a partnership, its actual operation may involve regular assignments, dependence on payments, controlled working hours, and mandatory compliance with internal disciplinary rules. This raises a question of legal classification: are the parties engaged in a relatively independent civil-law collaboration, or have they established an employment relationship governed by labor law? The answer cannot rest on the document's title alone; it requires an examination of how contractual duties are performed and who exercises authority over the work.[1]

This problem arose in the dispute brought by Sudirno and Mulyono against PT Semarang Pesona Semesta and PT Ardina Prima, with the Mayor of Semarang named as an additional defendant, as recorded in Decision No. 56/Pdt.Sus-PHI/2024/PN Smg of the Industrial Relations Court at the Semarang District Court. The claimants alleged that they had worked as caddies at Semarang Royale Golf for many years and continued doing so despite changes in the course's management. They further asserted that payments described as caddy fees were administered through management, that the operator regulated work schedules and attendance, and that noncompliance could result in disciplinary measures. The defendants, by contrast, denied the existence of an employment relationship carrying obligations under labor law.[2]

The dispute escalated in 2023 when management requested the completion of partnership documents and, according to the claimants, subsequently barred them from the workplace beginning June 1, 2023. They sought recognition of their status as employees and payment of entitlements arising from termination. References in the decision to 43 and 38 years of service, final caddy fees of IDR 950,000 and IDR 900,000, respectively, and the alleged coercive introduction of partnership documents require careful treatment: these matters were initially presented as the parties' allegations, not necessarily as the court's final findings on the existence of employment. This distinction is essential to normative legal research that treats a judicial decision as primary legal material.[3]

Article 1(15) of Law No. 13 of 2003, as amended by Law No. 6 of 2023, identifies work, wages, and direction as the elements of an employment relationship. Their

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1 Undang-Undang Nomor 13 Tahun 2003 tentang Ketenagakerjaan (sebagaimana diubah oleh Undang-Undang Nomor 6 Tahun 2023) (2003) Pasal 1 angka 15 dan Pasal 50–52. International Labour Organization, *Employment Relationship Recommendation, 2006 (No. 198)*, ILO Recommendation No. 198 (International Labour Organization, 2006).

2 Putusan Nomor 56/Pdt.Sus-PHI/2024/PN Smg (Pengadilan Hubungan Industrial pada Pengadilan Negeri Semarang January 14, 2025).

3 *Putusan Nomor 56/Pdt.Sus-PHI/2024/PN Smg.*

application requires a factual inquiry into who benefits from the services, who organizes their performance, and who bears the obligation to pay remuneration. This emphasis on actual performance is consistent with ILO Employment Relationship Recommendation No. 198 (2006), particularly its proposition that the existence of an employment relationship should be determined primarily by facts concerning work performance and remuneration, notwithstanding a different contractual characterization. That recommendation serves as a persuasive conceptual reference; it does not replace the requirements of Indonesian positive law.[4]

Previous scholarship has demonstrated the importance of distinguishing employment from partnership arrangements. Oey examines the protection gaps faced by app-based motorcycle taxi drivers classified as partners, while Cahyono, Kusuma, and Kusumo identify fundamental differences between employment and partnership agreements. Ravizki and Purnami explore the economic dependence of self-employed service providers, and Hadiati highlights the need for protective standards for platform workers. These studies offer a framework for assessing dependence and subordination, but they principally address digital platforms or nonstandard work rather than caddy services integrated into the operation of a golf course.[5]

More recent scholarship indicates that disguised partnerships are not confined to digital platforms. Az-Zahra, Setyani, and Nurhayati analyze the concealment of employment through cooperation agreements; Nadapdap and colleagues examine the reclassification of employees as partners in the logistics sector; and Firmanie and Fatmawati identify connections among partnership arrangements, economic dependence, and control over working processes. Separately, Ariqa and Najicha emphasize the importance of industrial dispute resolution procedures. These contributions leave room for a more integrated analysis of disputes over the classification of conventional service work and the failure to satisfy procedural prerequisites in the same judicial proceeding.[6]

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4 Undang-Undang Nomor 13 Tahun 2003 tentang Ketenagakerjaan (sebagaimana diubah oleh Undang-Undang Nomor 6 Tahun 2023) Pasal 1 angka 15. International Labour Organization, *Employment Relationship Recommendation, 2006 (No. 198)*, paras. 9–13.

5 Williams Oey, "Misklasifikasi Hubungan Kerja Pengemudi Ojek Online (Platform Worker) di Indonesia," *Veritas et Justitia* 10, no. 1 (2024): 153–78, https://doi.org/10.25123/vej.v10i1.7722; Anton Cahyono et al., "Hubungan Hukum Kemitraan antara Driver Online dengan Penyedia Layanan," *Perspektif Hukum* 24, no. 2 (2024): 317–31, https://doi.org/10.30649/ph.v24i2.311; Eka Nanda Ravizki and Nazma Swastika Aries Purnami, "Guardians of Autonomy: A Comparative Analysis of Safeguarding Independent Self-Employed Workers in Indonesia and Europe," *Cogent Social Sciences* 9, no. 2 (2023), https://doi.org/10.1080/23311886.2023.2273956; Dian Hadiati, "Legal Protection for Online Transportation Service Drivers as Platform Workers in Indonesia," *Peradaban Hukum Nusantara* 1, no. 1 (2024): 36–59, https://doi.org/10.62193/245kqc30.

6 Madania Qaulani Az-Zahra et al., "Kemitraan Semu sebagai Bentuk Misclassification Hubungan Kerja: Analisis Yuridis terhadap Penyimpangan Perlindungan Tenaga Kerja di Indonesia," *SEIKAT: Jurnal Ilmu Sosial, Politik dan Hukum* 5, no. 4 (2026): 2564–73, https://doi.org/10.55681/seikat.v5i4.3506; Gindo Nadapdap et al., "Perlindungan Hukum terhadap Pekerja yang Dijadikan Mitra oleh Pelaku Usaha Berdasarkan Undang-Undang Nomor 6 Tahun 2023 tentang Cipta Kerja," *Justicia Sains: Jurnal Ilmu Hukum* 10, no. 2 (2025): 1057–67, https://doi.org/10.24967/jcs.v10i2.4909; Safina Zahra Athaya Firmanie and Dian Fatmawati, "Informalising Employment Relations through Partnership Schemes: An Analysis of Disguised Employment and Dependent

The official text of Decision No. 56/Pdt.Sus-PHI/2024/PN Smg reveals a more specific difficulty than uncertainty over the caddies' status alone. The panel declared the action inadmissible because the record of dispute settlement concerned PT Ardina Prima, whereas the claim also named PT Semarang Pesona Semesta as a defendant from which relief was sought. The court considered the absence of mediation involving the latter party to render the action premature and therefore did not proceed to examine the merits. The decision thus demonstrates that substantive employment classification and compliance with procedural prerequisites are distinct inquiries that jointly determine the effectiveness of legal protection.[7]

The research gap lies in the insufficient integration, in the context of this decision, of the statutory elements of employment, the identification of the legally responsible employer within a multilayered management structure, and the procedural admissibility of claims before the Industrial Relations Court. This article does not claim to be the first study of caddies or disguised partnerships. Instead, it develops a three-stage analytical framework: (i) assessing employment through actual work performance, remuneration, and control; (ii) examining whether the defendants named in the action correspond to the parties involved in bipartite negotiations and mediation or conciliation; and (iii) determining remedies conditionally, on the basis of proven status and grounds for ending the relationship. This framework brings substantive proof and procedural compliance into a single analytical sequence without treating procedural defects as validation of a partnership label.[8]

Against this background, the research addresses two questions. First, how can the elements of work, wages, and direction be used to assess the relationship between caddies and the Semarang Royale Golf operator on the basis of the legal materials in Decision No. 56/Pdt.Sus-PHI/2024/PN Smg? Second, what forms of preventive and remedial protection may be available if the arrangement is proven to constitute employment, considering the inadmissibility ruling and the procedural requirements of industrial dispute resolution? These questions also define the study's objectives: to formulate testable classification criteria and identify legally appropriate, practically enforceable remedies.

2. RESEARCH METHODOLOGY

Self-Employment in Miss Cimory," *Journal of Social Development Studies* 7, no. 1 (2026), https://doi.org/10.22146/jsds.30258; Nabila Putri Ariqa and Fatma Ulfatun Najicha, "Penyelesaian Perselisihan Hubungan Industrial Terkait Pemutusan Hubungan Kerja terhadap Pekerja/Buruh," *Jurnal Pengembangan Ketenagakerjaan* 2, no. 1 (2024): 83–93, https://doi.org/10.59574/jpk.v2i1.59.

7 *Putusan Nomor 56/Pdt.Sus-PHI/2024/PN Smg*, 38–40; Undang-Undang Nomor 2 Tahun 2004 tentang Penyelesaian Perselisihan Hubungan Industrial (2004).

8 *Putusan Nomor 56/Pdt.Sus-PHI/2024/PN Smg*; Undang-Undang Nomor 2 Tahun 2004 tentang Penyelesaian Perselisihan Hubungan Industrial.

This study employs normative legal research using statutory, case-law, and conceptual approaches. The statutory approach examines the rules governing employment relationships, employment contracts, workers' entitlements, termination, and the prerequisites for resolving industrial relations disputes. The case-law approach analyzes the facts as presented, the parties' submissions, the panel's reasoning, and the operative ruling in Decision No. 56/Pdt.Sus-PHI/2024/PN Smg. The conceptual approach addresses subordination, the distinction between partnership and employment, and the relationship between preventive protection and remedial relief. The study does not claim to rely on interviews, observations, or field measurements absent from the source manuscript.[9]

Primary legal materials comprise the Industrial Relations Court decision obtained from the Semarang City Government's legal documentation portal; Law No. 13 of 2003, as amended by Law No. 6 of 2023; Law No. 2 of 2004; Government Regulation No. 35 of 2021; Law No. 24 of 2011; and the regulations governing religious holiday allowances. Constitutional Court Decision No. 168/PUU-XXI/2023 is considered as a development in constitutional review of labor legislation. Secondary materials include recent scholarship on disguised partnerships, subordinate labor, worker classification, and dispute resolution. ILO Recommendation No. 198 is used as a persuasive normative comparator, not as an independent source of automatic entitlement in this dispute.[10]

The analysis proceeds by identifying applicable norms, distinguishing parties' allegations from judicial findings, applying grammatical and systematic interpretations of employment provisions, and assessing whether the claim's procedural prerequisites correspond to the parties against whom relief is requested. The resulting prescriptive argument has three levels: factual evidence of control over work, identification of the appropriate parties and completion of prelitigation procedures, and the legal consequences for worker protection. A limitation must be made explicit: an inadmissibility ruling cannot be treated as a judicial determination establishing termination, the number of wages, recognized length of service, or an obligation to pay severance.

3. RESEARCH RESULT AND DISCUSSION

3.1. Classifying Caddy Relationships; Work, Wages, and Direction

The first issue concerns conflicting legal characterizations. The claimants maintained that they had worked as caddies for extended periods and received caddy

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[9] Peter Mahmud Marzuki, *Penelitian Hukum*, Edisi revisi (Kencana, 2017); *Putusan Nomor 56/Pdt.Sus-PHI/2024/PN Smg.*

[10] Putusan Nomor 168/PUU-XXI/2023 (Mahkamah Konstitusi Republik Indonesia October 31, 2024); Nindry Sulistya Widiastiani, *Pengantar Hukum Perburuhan: Pasca-Undang-Undang Cipta Kerja* (Kanisius, 2022).

fees from the operator, while the defendants denied the existence of an employment relationship giving rise to labor-law obligations. A partnership document cannot automatically determine the outcome of this dispute. Article 1(15) of the Manpower Law requires the elements of work, wages, and direction to be assessed together. Nor is the mere existence of management rules sufficient to establish employment; the pertinent questions concern the degree of control inherent in the work and the extent of the service provider's autonomy.[11]

The work element concerns activities performed by a person for another party's benefit. The claimants described ongoing assistance to golfers and the performance of course-related duties. Such activities may, in principle, satisfy the work component, but work alone does not distinguish employees from independent service providers, who may also perform regular and economically valuable services. It is therefore necessary to examine who defines the tasks, how assignments are distributed, whether services must be performed personally, whether caddies may refuse assignments, and whether they remain free to offer comparable services to others. These questions give legal significance to the nature of the work rather than merely its duration.[12]

The wages element cannot be reduced to the name assigned to a payment. The claimants alleged that their final caddy fees were IDR 950,000 and IDR 900,000, respectively, and that the amounts were collected or disbursed through management. The payment arrangements must be examined in light of the source of funds, who sets the rates, who must pay when there are no customers, and whether the payments compensate labor performed under the operator's control. Compensation based on assignments or customer volume does not necessarily preclude wages. Conversely, the fact that management channels the payments does not, without additional evidence, establish wages within an employment relationship. The economic function of payment and the parties' legal positions must be evaluated together.[13]

The element of direction is the most significant distinction in disputes involving disguised partnerships. According to the claimants, management set schedules, required attendance, allocated assignments through a caddy master, prescribed uniforms, and could impose suspensions. If the evidence establishes that these rules operated as binding instructions and that the operator could effectively deny access to work or penalize the refusal of assignments, they may indicate organizational subordination.

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[11] *Putusan Nomor 56/Pdt.Sus-PHI/2024/PN Smg*; Peraturan Menteri Ketenagakerjaan Nomor 6 Tahun 2016 tentang Tunjangan Hari Raya Keagamaan bagi Pekerja/Buruh di Perusahaan (2016).

[12] Nur Siti Annazah et al., "Kondisi Kerja dalam Relasi Kemitraan: Studi Kasus pada Mitra Perusahaan Transportasi Online," *Jurnal Ketenagakerjaan* 18, no. 3 (2023): 198–212, https://doi.org/10.47198/jnaker.v18i3.305; Bherta Christine Khornaylius and Gunardi Lie, "Perbandingan Hubungan Kerja antara Outsourcing, Borongan, Perjanjian Kerja dan Mitra menurut Undang-Undang Cipta Kerja," *Kertha Semaya: Journal Ilmu Hukum* 13, no. 10 (2025): 2387–401, https://doi.org/10.24843/KS.2025.v13.i10.p18.

[13] *Putusan Nomor 56/Pdt.Sus-PHI/2024/PN Smg*; Undang-Undang Nomor 13 Tahun 2003 tentang Ketenagakerjaan (sebagaimana diubah oleh Undang-Undang Nomor 6 Tahun 2023).

Safety rules or service standards that also apply to independent contractors do not, standing alone, establish the direction element. The assessment must address the intensity of control, opportunities for negotiation, the consequences of noncompliance, and the ability to provide services independently.[14]

Research on platform work offers a useful comparator without equating golf caddies with app-based drivers. Oey emphasizes the need to examine substantive control in nominal partnerships; Novianto addresses the risks of employment classifications that fail to reflect actual protection; and Annazah and colleagues document working conditions and dependence within partnership arrangements. In golf services, control is not exercised through algorithms but may arise through schedules, customer allocation, uniform requirements, access to the course, and on-site discipline. The criterion of control therefore remains relevant even though the governing instruments and business structures differ.[15]

Changes in management introduce a question that the three-element test alone cannot resolve: which legal entity acts as the employer? The decision identifies PT Semarang Pesona Semesta as an operator or leaseholder and describes PT Ardina Prima as an entity associated, in the parties' submissions, with human resources management. The two companies cannot automatically be treated as jointly and severally liable. A court would need to examine the cooperation agreements, the entity entering into any employment contract, the party controlling daily activities, the entity responsible for payment, and the legal relationship between the businesses. Ownership of the land likewise does not, by itself, make the landowner an employer.[16]

Whether the arrangement constitutes an indefinite-term employment agreement (Perjanjian Kerja Waktu Tidak Tertentu, PKWTT) is a further question, not an automatic consequence of an allegedly disguised partnership. Once an employment relationship is established, it remains necessary to determine whether the work is permanent, whether any fixed-term arrangement complied with applicable requirements, and how continuity of employment and changes in management affect the analysis. The claimants' alleged decades of service may be relevant, but that period cannot automatically be attributed to one employer without examining continuity of

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[14] Williams Oey, "Misklasifikasi Hubungan Kerja Pengemudi Ojek Online (Platform Worker) di Indonesia"; Anton Cahyono et al., "Hubungan Hukum Kemitraan antara Driver Online dengan Penyedia Layanan."

[15] Arif Novianto, "Revisiting Employment Standards: Informalized Formal Job and Bogus Partnership in Platform Courier Work," *Critical Sociology* 52, nos. 7–8 (2026): 1813–30, https://doi.org/10.1177/08969205251377006; Nur Siti Annazah et al., "Kondisi Kerja dalam Relasi Kemitraan: Studi Kasus pada Mitra Perusahaan Transportasi Online."

[16] *Putusan Nomor 56/Pdt.Sus-PHI/2024/PN Smg*; Undang-Undang Nomor 13 Tahun 2003 tentang Ketenagakerjaan (sebagaimana diubah oleh Undang-Undang Nomor 6 Tahun 2023).

obligations. Distinguishing proof of employment, classification of the contract, and calculation of service prevents premature legal conclusions.[17]

The more defensible approach is to treat work, wages, and direction as the core legal test, supplemented by operational indicators. Length of service, scheduled hours, work clothing, recurring payments, denial of access to the premises, and assignment allocation may strengthen or weaken an inference once considered together. ILO Recommendation No. 198 supports reliance on multiple indicators and attention to how relationships operate in practice. Studies by Putra and by Khornaylius and Lie also caution that genuinely independent partnerships retain a legitimate place in private law. This study does not declare the caddies employees by abstract inference; rather, it develops an evidentiary framework for determining that status if the merits are properly examined.[18]

3.2. Inadmissibility and Procedural Barriers to Enforcing Rights

The distinguishing feature of Decision No. 56/Pdt.Sus-PHI/2024/PN Smg is not a determination that the relationship was either a partnership or employment, but the panel's application of the procedural requirements for bringing an action. The reasoning on pages 38–39 indicates that the attached dispute-resolution record concerned the claimants and PT Ardina Prima. The action, however, also named PT Semarang Pesona Semesta as a defendant and sought to impose joint and several liability for payments. The panel found that prelitigation settlement procedures had not involved that defendant, rendering the action premature and procedurally defective. The operative ruling sustained the first defendant's objection and declared the claim inadmissible.[19]

This reasoning reflects the sequential dispute-resolution framework established by Law No. 2 of 2004. Article 3 prioritizes bipartite negotiations; Article 4 governs registration of the dispute when such negotiations fail; Article 5 allows proceedings before the Industrial Relations Court after mediation or conciliation has not produced an agreement; and Article 83(1) requires the relevant record of mediation or conciliation to accompany the claim. Where relief is sought against several parties, a central question is whether those parties correspond to the parties involved in the preliminary resolution

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[17] Peraturan Pemerintah Nomor 35 Tahun 2021 tentang Perjanjian Kerja Waktu Tertentu, Alih Daya, Waktu Kerja dan Waktu Istirahat, dan Pemutusan Hubungan Kerja (2021); Nindry Sulistya Widiastiani, *Pengantar Hukum Perburuhan: Pasca-Undang-Undang Cipta Kerja*.

[18] International Labour Organization, *Employment Relationship Recommendation, 2006 (No. 198)*; Yanuar Aditya Putra, "Tinjauan Yuridis Penerapan Hubungan Kemitraan dalam Praktik Ketenagakerjaan di Indonesia," *NUSANTARA: Jurnal Ilmu Pengetahuan Sosial* 12, no. 9 (2025): 3954–67, https://doi.org/10.31604/jips.v12i9.2025.3961-3981; Bherta Christine Khornaylius and Gunardi Lie, "Perbandingan Hubungan Kerja antara Outsourcing, Borongan, Perjanjian Kerja dan Mitra menurut Undang-Undang Cipta Kerja."

[19] *Putusan Nomor 56/Pdt.Sus-PHI/2024/PN Smg.*

stages. Because the procedural objection was upheld, the court did not proceed to decide whether the claimants substantively met the legal definition of employees.[20]

This conclusion must be distinguished from the original draft's emphasis on an allegedly unsigned record. The official decision does recount disagreement over the type of settlement document and testimony that a particular witness had not signed one record. Nevertheless, the ratio decidendi for finding the action premature was the absence of PT Semarang Pesona Semesta from the mediation proceedings documented in the claim. Careful identification of the decisive grounds is necessary to avoid replacing judicial reasoning with a party's allegation. Likewise, any amounts sought must be described as requests in the claimants' prayer for relief *(petitum)*, not as sums ordered by the court.[21]

A declaration of inadmissibility *(niet-ontvankelijke verklaard)* differs from a judgment dismissing a claim after examining the merits. The former indicates, in the panel's assessment, a barrier to judicial consideration; the latter involves a substantive evaluation of the asserted right. Consequently, the judgment in this case establishes neither that the caddies were independent partners nor that they were permanent employees who had been unlawfully terminated. A substantive determination remains dependent on pursuing dispute-resolution procedures and bringing a claim that satisfies the applicable procedural requirements.[22]

Procedural rules should not be regarded as merely administrative obstacles. Bipartite negotiations and mediation provide an opportunity for the party from whom relief is sought to understand the dispute, respond to the allegations, and seek an agreement. At the same time, inaccurate compliance with those procedures may force claimants to repeat preliminary stages before their substantive rights can be examined. Ariqa and Najicha underscore the role of nonjudicial settlement within the industrial relations system. In the caddy dispute, the interaction between proving employment and including the legally relevant parties shows that effective protection depends not only on substantive labor standards but also on the proper use of available procedures.[23]

Identifying defendants in a multilayered business arrangement requires a separate inquiry. Relevant evidence includes leases, management agreements, human resources arrangements, records of which entity pays service fees, correspondence concerning the termination of access to work, and information identifying who may impose disciplinary measures. If the claimants seek to hold more than one legal entity responsible, each

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[20] Undang-Undang Nomor 2 Tahun 2004 tentang Penyelesaian Perselisihan Hubungan Industrial; *Putusan Nomor 56/Pdt.Sus-PHI/2024/PN Smg.*

[21] *Putusan Nomor 56/Pdt.Sus-PHI/2024/PN Smg.*

[22] Undang-Undang Nomor 2 Tahun 2004 tentang Penyelesaian Perselisihan Hubungan Industrial; *Putusan Nomor 56/Pdt.Sus-PHI/2024/PN Smg.*

[23] Nabila Putri Ariqa and Fatma Ulfatun Najicha, "Penyelesaian Perselisihan Hubungan Industrial Terkait Pemutusan Hubungan Kerja terhadap Pekerja/Buruh"; Undang-Undang Nomor 2 Tahun 2004 tentang Penyelesaian Perselisihan Hubungan Industrial.

entity's inclusion must be linked to concrete evidence of authority, control, and obligations. The bipartite and mediation processes should then be documented so that the parties and subject matter of the dispute correspond to those in the proposed action. Such mapping reduces the risk that the merits will remain unexamined because the parties are not aligned across proceedings.[24]

The procedural consequence of the judgment therefore has two dimensions. For individuals asserting employment rights, it delays judicial examination of status and relief. Institutionally, the case demonstrates the need to align mediation procedures with the allocation of legal responsibility among entities operating a business through multiple management arrangements. This approach differs from analyses of disguised partnerships that focus exclusively on subordination. A broad interpretation of employment relationships cannot by itself secure relief if the appropriate defendants have not been identified and the prerequisite dispute-resolution stages have not been completed.

3.3. Preventive and Remedial Protection If Employment Is Established

Preventive protection seeks to reduce disputes before rights are infringed. In caddy services, it requires clarity about the employer's identity, the nature of the legal relationship, the duties performed, how remuneration is calculated and paid, the basis for scheduling, assignment procedures, proportionate disciplinary rules, and internal complaint mechanisms. Where the relationship is genuinely one of employment, these matters should be documented and implemented in compliance with labor law. Where it is an independent partnership, the contractual obligations should still be stated transparently and must not be used to conceal subordination. Preventive protection thus depends on transparency about the actual structure of the relationship, not merely on changing contractual terminology.[25]

If employee status is established, applicable rules on wages, working and rest periods, leave, occupational safety and health, and social security enrollment must be applied in light of the facts. Assignment-based payments do not eliminate the need to assess whether remuneration complies with labor standards. Law No. 24 of 2011 is relevant to social security administration and enrollment obligations. The wage base, components of income, enrollment status, and identity of the responsible employer must be established through evidence. Declaring these entitlements automatically

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[24] *Putusan Nomor 56/Pdt.Sus-PHI/2024/PN Smg*; Undang-Undang Nomor 2 Tahun 2004 tentang Penyelesaian Perselisihan Hubungan Industrial.

[25] Philipus M. Hadjon, *Perlindungan Hukum bagi Rakyat di Indonesia: Sebuah Studi tentang Prinsip-Prinsipnya, Penanganannya oleh Pengadilan dalam Lingkungan Peradilan Umum dan Pembentukan Peradilan Administrasi Negara* (Bina Ilmu, 1987); Dian Hadiati, "Legal Protection for Online Transportation Service Drivers as Platform Workers in Indonesia."

payable before determining whether employment exists would bypass the very legal prerequisite contested in the case.[26]

Religious holiday allowances (Tunjangan Hari Raya, THR) are governed by Minister of Manpower Regulation No. 6 of 2016 and apply to employees who satisfy the relevant employment and service requirements. A partnership designation imposed unilaterally is therefore insufficient to defeat a THR claim if an employment relationship has been substantively established. Not every caddy who receives payments from customers automatically qualifies for THR as an employee of the operating company. Sinaga discusses holiday allowance claims by platform partners and illustrates the direct legal consequences of classifying the relationship. That research provides a useful comparison, but THR rules in the caddy dispute must be applied according to the status supported by the evidence.[27]

Remedial protection includes examination of disputes through bipartite negotiations, mediation or conciliation, and proceedings before the Industrial Relations Court. If both employment and termination are established, workers may seek entitlements determined by the legally applicable grounds for termination, recognized service, the amended Manpower Law, and Government Regulation No. 35 of 2021.[28] Article 40 of that regulation provides a basis for calculating certain categories of payment, but it must be read alongside the provisions governing the reasons for dismissal and their legal consequences. Accordingly, a discretionary goodwill payment *(uang tali asih)* does not automatically extinguish or satisfy statutory entitlements; its legal nature and any outstanding obligations must be established on the evidence and applicable law.[29]

Here, the claimants' prayer for relief sought recognition of an employment relationship and payment of termination-related entitlements. Because the action was declared inadmissible, the amounts requested cannot be represented as having been awarded by the court. Moreover, service extending across changes in operators must be assessed against the legal relationships among the companies and the continuity of their obligations; it cannot simply be calculated from the date on which a caddy first worked at the golf course. A defensible assessment of entitlements should therefore proceed by

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[26] Undang-Undang Nomor 13 Tahun 2003 tentang Ketenagakerjaan (sebagaimana diubah oleh Undang-Undang Nomor 6 Tahun 2023); Undang-Undang Nomor 24 Tahun 2011 tentang Badan Penyelenggara Jaminan Sosial (2011).

[27] Peraturan Menteri Ketenagakerjaan Nomor 6 Tahun 2016 tentang Tunjangan Hari Raya Keagamaan bagi Pekerja/Buruh di Perusahaan; Parlin Bachtiar Sinaga, "Analisis Hukum Ketenagakerjaan terhadap Permintaan Benefit THR oleh Mitra Platform Transportasi dalam Jaringan (Online)," *LEX LAGUENS: Jurnal Kajian Hukum dan Keadilan* 3, no. 2 (2025): 1–12, https://doi.org/10.08221/lexlaguens.v3i2.236.

[28] Satria Hadi Wibowo and Juan Matheus, "Tinjauan Yuridis Pemberian Uang Pesangon Kepada Karyawan Yang Di-PHK Pasca Pengesahan Perppu Cipta Kerja," *NUSANTARA: Jurnal Ilmu Pengetahuan Sosial* 10, no. 5 (2023): 2560–65, https://doi.org/http://dx.doi.org/10.31604/jips.v10i5.2023.2560-2565.

[29] Peraturan Pemerintah Nomor 35 Tahun 2021 tentang Perjanjian Kerja Waktu Tertentu, Alih Daya, Waktu Kerja dan Waktu Istirahat, dan Pemutusan Hubungan Kerja; Undang-Undang Nomor 13 Tahun 2003 tentang Ketenagakerjaan (sebagaimana diubah oleh Undang-Undang Nomor 6 Tahun 2023).

establishing employment status and the responsible employer, identifying the event and grounds of termination, determining legally recognizable service and wages, and calculating each component under the applicable provisions.[30]

Legal protection also requires a proportionate constitutional reading. Constitutional Court Decision No. 168/PUU-XXI/2023 is an important development in Indonesian labor law when applying the framework of Law No. 6 of 2023. It does not, however, establish that every partnership automatically constitutes employment or remove the need to prove disputed classifications. Rather, current statutory and constitutional developments should inform a concrete assessment of the relevant elements. Similarly, ILO Recommendation No. 198 emphasizes preventing disguised employment relationships and ensuring access to dispute-resolution procedures, but it does not displace the process prescribed by Law No. 2 of 2004.[31]

The connection between preventive and remedial protection becomes apparent when effective dispute resolution is prepared for from the outset. Operators that accurately document employment or partnership arrangements facilitate the identification of responsible legal entities. Workers who preserve assignment records, payment receipts, schedules, management messages, warnings, and documentation of bipartite proceedings are better placed to establish the true nature of their work. Recent studies of workers classified as partners, including those by Firmanie and Fatmawati and by Novianto, show that formal recognition and actual protection may diverge. These findings support fact-based mechanisms for verifying status while avoiding the assumption that every economically dependent relationship necessarily qualifies as employment.[32]

3.4. An Integrated Classification Procedure Remedy Framework

Drawing on the applicable legal norms and the judgment, this study proposes an integrated three-stage test as its conceptual contribution. Stage I examines work, wages, and direction by reference to evidence of actual performance. Stage II assesses admissibility by identifying the alleged employer and examining whether the parties and subject matter remained consistent from bipartite negotiations through mediation. Stage III, which becomes operative only after legal status and the alleged violation have been established, determines the available remedies and the amounts due according to the relationship and the grounds for its termination. Each stage serves a different

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30 *Putusan Nomor 56/Pdt.Sus-PHI/2024/PN Smg*; Peraturan Pemerintah Nomor 35 Tahun 2021 tentang Perjanjian Kerja Waktu Tertentu, Alih Daya, Waktu Kerja dan Waktu Istirahat, dan Pemutusan Hubungan Kerja.

31 *Putusan Nomor 168/PUU-XXI/2023*; International Labour Organization, *Employment Relationship Recommendation, 2006 (No. 198).*

32 Safina Zahra Athaya Firmanie and Dian Fatmawati, "Informalising Employment Relations through Partnership Schemes: An Analysis of Disguised Employment and Dependent Self-Employment in Miss Cimory"; Arif Novianto, "Revisiting Employment Standards: Informalized Formal Job and Bogus Partnership in Platform Courier Work."

purpose: the first examines substance, the second secures procedurally valid access to adjudication, and the third determines concrete legal consequences. None can substitute for another.

Table 1. *Integrated Assessment of Caddy Employments Status and Remedies*

Stage	Subject of inquiry	Key evidence or questions	Legal implications
I. Substance	Work, wages, and direction	Nature of duties; who pays; scheduling, control, sanctions, and degree of autonomy	Status must be proved; a "partnership" label is not independently determinative.
II. Procedure	Defendants and prelitigation proceedings	Were all parties from whom relief is sought involved in bipartite negotiations and mediation or conciliation?	Misalignment of parties or procedural stages may render the action premature.
III. Remedy	Conditions giving rise to entitlements	If employment and termination are proved: employer, grounds for termination, lawful wage base, service, and applicable entitlements	Remedies depend on the law and proven facts, not automatically on contractual labels or the claimants' requested relief.

The matrix does not purport to create a new rule binding on courts. Stage I derives from the employment elements in Indonesian labor law and the factual indicators in ILO Recommendation No. 198.[33] Stage II rests on Law No. 2 of 2004 and the grounds of the judgment analyzed here.[34] Stage III places remedies within the statutory framework for wages, social security, religious holiday allowances, and termination-related rights.[35] This sequence prevents an analysis from moving directly from alleged managerial control to an assumed severance obligation without first resolving employment status, identifying the responsible employer, and establishing procedural admissibility.

Applying this framework to the Semarang Royale Golf dispute produces a limited but important conclusion. Allegations concerning ongoing duties, payments administered by management, and disciplinary control identify matters that warrant examination as possible evidence of employment; they cannot be presented as final findings of the court. At the same time, the panel held that mediation proceedings that failed to involve every party against whom relief was sought rendered the action inadmissible. The most appropriate next analytical step is therefore not an immediate calculation of severance using the entire claimed period of service, but verification of the responsible parties and dispute-resolution process, followed by substantive proof in a procedurally competent forum.[36]

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[33] Undang-Undang Nomor 13 Tahun 2003 tentang Ketenagakerjaan (sebagaimana diubah oleh Undang-Undang Nomor 6 Tahun 2023).

[34] Undang-Undang Nomor 2 Tahun 2004 tentang Penyelesaian Perselisihan Hubungan Industrial.

[35] Peraturan Pemerintah Nomor 35 Tahun 2021 tentang Perjanjian Kerja Waktu Tertentu, Alih Daya, Waktu Kerja dan Waktu Istirahat, dan Pemutusan Hubungan Kerja.

[36] *Putusan Nomor 56/Pdt.Sus-PHI/2024/PN Smg.*

4. CONCLUSION

First, the legal classification of the relationship between the caddies and the Semarang Royale Golf operator depends on cumulative proof of work, wages, and direction, including how assignments, caddy fees, attendance, discipline, and freedom to provide services operated in practice. A partnership label is not decisive where the evidence demonstrates subordination, but facts advanced in the parties' submissions must not be mistaken for final judicial findings of employment. Decision No. 56/Pdt.Sus-PHI/2024/PN Smg did not determine whether the two claimants held indefinite-term employment agreements (PKWTT), because the case ended on procedural grounds, principally the absence of PT Semarang Pesona Semesta from the mediation process relied upon to bring the action.

Second, legal protection is effective only when substantive classification is accompanied by accurate identification of the employer and compliance with industrial dispute-resolution requirements. Preventive measures include reliable documentation of status, duties, remuneration, schedules, and applicable social security arrangements. Remedial protection encompasses negotiations, mediation, an admissible action, and calculation of entitlements based on legally established grounds for termination, service, and wages. The article's three-stage framework classification, procedure, and remedy helps prevent findings on entitlements that lack an established employment status or a procedurally admissible basis for adjudication.

Service enterprises operating through multilayered corporate structures should maintain records that identify which entity controls the work, pays remuneration, and bears responsibility for ending the relationship. Workers and legal representatives should collect evidence of the actual working arrangement and ensure that the parties participating in bipartite negotiations and mediation correspond to those named in the claims and prayer for relief before the Industrial Relations Court. Where an action is procedurally admissible, judges should distinguish the determination of employment status from the calculation of termination-related entitlements. Labor authorities, in turn, should maintain clear and consistent records of settlement proceedings to reduce recurring procedural defects.

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