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## **Juridical Analysis of the One Month Notice Provision for Employee Resignation: A Balance between Workers' Rights and Company Operational Protection**

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### **Abstract**

The provision regarding worker resignation with a 30 (thirty) day or one-month notice has long been regulated in Indonesian labor laws. This provision aims to ensure legal certainty for workers while safeguarding the continuity of company operations. However, in practice, the application of the one-month notice often raises debates regarding its effectiveness and proportionality. This issue becomes more significant when the resignation involves workers in strategic positions. This study aims to analyze the effectiveness of the one-month notice provision in ensuring legal certainty for workers and in protecting company operations based on labor regulations in Indonesia. The research uses a normative legal research method with a statutory and conceptual approach. The analysis is based on the theory of legal certainty and the theory of balance of interests. The results of the study show that, normatively, the one-month notice provision has provided procedural legal certainty for workers, particularly in relation to the fulfillment of administrative and normative rights. However, this provision has not been fully effective in protecting company operations, especially when workers in strategic positions resign. In such cases, the standard notice period may not provide sufficient time for companies to prepare operational adjustments. Therefore, efforts are needed to harmonize the regulation through a more flexible and proportional arrangement of the resignation notification period. One possible approach is to diversify the notice period based on job characteristics, urgency, and the potential operational impact. This approach is expected to create a better balance between workers' rights and the sustainability of company operations in a fair and sustainable manner.

**Keywords:** one-month notice, employee resignation, legal certainty, balance of interest, employment law.

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## 1. Introduction

Human resources (HR) are a fundamental asset as well as the main driver in every business organization. This is because business activities rely not only on capital and technology, but also on the active role of workers. Without the involvement of workers, the company's operational activities cannot run optimally. This shows that workers and companies need each other. Workers in the modern era are increasingly involved in non-traditional employment relationships, such as freelance, temporary, and gig-based work. These changes increase the complexity of defining employment relationships. As a result, companies must adapt to new forms of worker engagement while ensuring that legal protections remain clear and effective (Arnold & Hanvey, 2018). There is a need for mutual understanding between workers and the Company in advancing the Company by increasing employee engagement and contributing to the goals of sustainable development, the implementation of a work trial period is needed for civilization for newly joined workers (Rawat & Gupta, 2025). Therefore, it is necessary to have a legal relationship that is used to regulate the rights and obligations between workers and companies that must be fulfilled by each party.

The legal relationship in question is an employment relationship which is essentially based on a work agreement. In the context of employment relations, the existence of workers cannot be separated from the framework of labor law that regulates the rights and obligations of the parties in a balanced manner, and is clearly regulated in the labor regulations applicable in Indonesia and can be regulated in the company's internal regulations. In this employment relationship, both workers and companies have rights and obligations that must be carried out in a balanced manner for the creation of legal certainty, justice, and the sustainability of harmonious industrial relations.

One of the instruments that can be used to achieve this is labor law. Labor law is a law that regulates the employment relationship between workers and employers where there is work that must be done and wages in return (Sipayung, 2022). Labor law functions as an instrument to protect the interests of workers as parties who are structurally in a weaker position, but at the same time provide legal certainty for companies in carrying out their business activities. The labor protection system ensures the safety and health of workers through various measures, including legal, socio-economic, sanitary, and hygienic practices. These measures aim to reduce hazardous factors in the workplace and provide protective equipment and training for safe work practices. Labor laws set out the conditions for job security, including regulations on pay, working hours, rest time, and terms of employment contracts. The law aims to protect workers from unfair termination and ensure they have stable working conditions (Labour Law and Employment Regulation, 2005). Labor law protects the rights of individual and collective workers, ensuring workers have the right to fair wages, safe working conditions, and the ability to organize and bargain collectively. This includes protection against discrimination and unfair treatment (Andreeva, 2023). Therefore, any arrangement regarding employment relations, including

termination of employment relationships, must be designed in such a way as to reflect the principles of legal certainty, justice, and balance of interests of the parties.

One of the important aspects of the employment relationship that often causes debate is the termination of the employment relationship at the will of the worker, especially related to the provisions of the notice of resignation with a period of 30 (thirty) days or one-month notice. Practices related to employee resignation in companies have a policy that requires one-month notice before the date of resignation filed. (Wickramasinghe & Pathirana, 2022). The termination of the employment relationship at the will of the worker through the resignation mechanism is an inseparable part of the dynamics of industrial relations and is a workers' right regulated in labor regulations. In this case, the provisions regarding the obligation to notify in advance or one-month notice It is intended as a form of legal responsibility of workers to the company before switching to another company or profession. In addition, there are provisions one-month notice It is also a condition that at the end of the employment relationship, workers can obtain their normative and administrative rights from the company. As for companies, the notification provisions one-month notice. This notice is the time used to find a new employee to replace the employee who will be resigned. In addition, this also aims to prevent the sudden termination of employment relationships that have the potential to disrupt the company's operational stability due to the vacancy of certain positions.

The one-month notice provision should not be understood solely as an administrative obligation. It also has broader juridical implications related to legal certainty and operational protection. This provision contains a broader juridical dimension, because it is directly related to legal certainty for workers as well as protection for the company's operational sustainability. In practice, the 30-day notice period often raises debate about its adequacy, especially when the resignation is carried out by a worker occupying a strategic position or a key person who has special technical expertise and is difficult to replace within 30 days. On the other hand, the rigid application of these provisions can limit workers' freedom to make employment choices and terminate employment relationships reasonably, especially in certain situations that demand flexibility without having to stick to the 30-day provision.

This condition shows a potential imbalance between the purpose of protecting the company's operations and the fulfillment of workers' subjective rights. This shows that the provision of one-month notice cannot be understood solely as an administrative norm, but as a legal norm that has direct implications for the balance of interests in employment relations. The fundamental question that arises is whether the provision has been able to create a proportionate balance between legal certainty for workers and the protection of the interests of the company, as mandated by the principle of fairness in labor law. Workers have the right to terminate their employment relationship with the company, but it must be in accordance with the provisions. In addition, the company also has the right to make rules regarding the resignation period so that there are no vacancies in certain positions. From a normative legal perspective, the effectiveness of a norm is not only measured by its existence in laws and regulations, but also by its ability to

realize legal goals in the form of certainty, justice, and proportionate utility, therefore the effectiveness of the one-month notice provision is an important juridical issue to be studied in depth.

Based on the description mentioned above, the study of the provisions of the one-month notice of employee resignation is relevant and significant to be studied more deeply. The author views the need for a juridical review to see the extent to which this rule is able to accommodate the interests of the company in maintaining business stability without ignoring the normative rights of workers who terminate the employment relationship legally and without generating unnecessary industrial relations disputes. The results of this study are expected to make a conceptual contribution as well as a normative consideration for the development and improvement of labor law policies in the future.

This issue is not unique to Indonesia, as similar challenges regarding resignation notice periods can also be found in various jurisdictions (Rahayu, 2017). Globally, the regulation of notice periods reflects a broader tension between labor mobility and the need for organizational stability. Therefore, examining the Indonesian framework may contribute to wider discussions in comparative labor law regarding proportionality and the balance of interests between workers and employers. Based on the description that the author has explained in the background, the following is a formulation of the problem that needs to be studied in more depth, namely "How is the juridical review of the effectiveness of the one-month notice provision in ensuring legal certainty for workers and the continuity of operational stability based on labor regulations in Indonesia?" Based on the legal issues mentioned in the problem formulation, the following is the purpose of the research that the author wants to achieve, namely to analyze and find out the effectiveness of the provisions of one-month notice in ensuring legal certainty for workers and the continuity of operational stability based on labor regulations in Indonesia, so that legal issues arising from these provisions can be resolved or solved. The urgency of this study lies not only in the importance of reviewing the provisions of one-month notice as a long-standing norm in Indonesian labor law, but also in the need to present an analytical perspective that is different from previous studies. So far, the resignation of workers is generally understood as an individual right of an administrative nature, so academic discussions tend to stop at the aspect of normative compliance with the provisions of laws and regulations. This approach has not fully examined the provisions of one-month notice as a legal instrument that functions to balance the interests of workers and the protection of the company's operations as a job provider.

In several jurisdictions, one-month notice period regulations are designed with varying durations depending on the nature of employment and job level. For example, in the United Kingdom, notice periods are regulated under the Employment Rights Act 1996, which provides minimum statutory notice periods based on the length of service, while allowing contractual arrangements to extend the notice duration. Similarly, in Singapore, the Employment Act allows notice periods to be determined based on contractual agreements between employers and employees, with flexibility depending on job position and employment terms. In Germany, notice

periods are regulated under the Civil Code (Bürgerliches Gesetzbuch), which establishes graduated notice periods based on the employee's length of service. These comparative frameworks demonstrate that notice period regulations in many countries adopt flexible and differentiated approaches, indicating that a uniform standard may not always be sufficient to address the diverse operational realities of modern employment relationships.

Previous studies on employee resignation generally emphasize the procedural and administrative aspects of resignation, particularly in relation to compliance with notice requirements and the fulfillment of workers' normative rights. For instance, international studies such as those conducted by Wickramasinghe and Pathirana (2022) highlight the operational implications of employee turnover within project-based environments, while Arnold and Hanvey (2018) discuss the evolving nature of employment relationships and the increasing complexity of employment status. In addition, recent studies related to employee engagement and organizational sustainability, such as Rawat and Gupta (2025), demonstrate that workforce transitions, including resignation, may significantly influence organizational continuity and performance. However, most of these studies primarily focus on managerial or organizational outcomes rather than examining resignation notice provisions as legal norms that must balance juridical certainty and operational protection.

From the perspective of the current state of the art, the regulation of resignation notice periods has been widely discussed in relation to labor mobility, employee turnover, and organizational continuity. Nevertheless, existing literature tends to approach resignation notice periods as administrative or managerial mechanisms rather than as legal instruments subject to normative evaluation. While some international discussions recognize the importance of workforce transition management, limited attention has been given to examining notice period provisions within the framework of legal certainty and proportional balance of interests. This indicates that the legal dimension of resignation notice requirements, particularly their role in ensuring both workers' rights and company operational protection, remains insufficiently explored in contemporary academic discourse.

Based on the comparison of previous studies, a clear research gap can be identified. Earlier studies predominantly analyze resignation from administrative, managerial, or organizational perspectives, focusing on compliance procedures or workforce management strategies. However, there remains a lack of juridical analysis that critically evaluates resignation notice provisions as legal norms with direct implications for both legal certainty and operational sustainability. In particular, limited research has examined whether the uniform application of a one-month notice period is proportionate across different job levels and organizational contexts. Therefore, this study seeks to fill this gap by positioning the one-month notice provision as a legal instrument that must be normatively assessed through the principles of legal certainty and balance of interests. The novelty of this article lies in the normative juridical analysis that not only reviews existing legal provisions but also critically advances previous studies by introducing a proportional diversification approach to resignation notice periods. This article not only outlines

the positive legal norms governing worker resignation, but also evaluates the rationality of the 30-day period as a general standard in the context of employment relations. Furthermore, the novelty of this research is strengthened through an emphasis on the aspect of protecting the company's operational sustainability as a legal variable equivalent to the protection of workers' rights. This approach is relatively rarely used in the study of labor law in Indonesia, which generally places the interests of companies only as an economic background, not as legal interests that need to be tested for the effectiveness of their protection normatively. By placing these two interests in a balanced position, this article offers a more proportionate perspective in assessing the effectiveness of employment norms, especially regarding the provisions for workers' resignation.

## 2. Research method

To see how the law develops in people's lives, one of the approaches that can be done is to use legal theory. This is said because legal theory is an approach that aims to relate the study of law to the real reality and outlook on life that applies in social life (Marzuki, 2020). In addition, legal theory occupies a very important position because legal theory can be a means to summarize and understand the problems that are happening better and specifically (Rahardjo, 1986). This means that things that initially stand alone, can be united by the existence of legal theory so that they act as a tool to study positive laws that apply in society. Thus, the existence or existence of this legal theory can provide an explanation by organizing and systematizing the legal issues under study (Margono, 2019). Legal theory plays an important role in explaining the concepts and objects examined in this study. It enables the researcher to analyze legal issues in a more systematic and rational manner, particularly in assessing the effectiveness of the one-month notice period.

In this study, the author uses two (2) types of theories, namely the theory of legal certainty and the theory of balance of interests that the author wants to use as an analysis knife to examine the effectiveness of the provisions of employee resignation, namely one-month notice. Thus, it is possible to obtain a thorough, sharp and in-depth presentation and analysis in accordance with the topic being studied in order to contribute to solving legal problems caused by these provisions. The theory in question is as follows:

### a. Legal Certainty Theory

The theory of legal certainty is one of the fundamental pillars in law that emphasizes the importance of clarity, consistency and predictability of legal norms. This legal certainty is intended so that the law can function as a code of conduct for legal subjects as well as an instrument of protection against arbitrary actions. In this perspective, law is understood not only as a collection of written norms, but also as a system that must be able to be applied consistently in practice in the field. Gustav Radbruch stated that in order to realize social order in society, there must be legal certainty in it, because the existence of this legal certainty is a form of

protection for justice seekers against the arbitrary actions of certain parties (Dino Rizka & Taufiqurrohman Syahuri, 2023). In addition, legal certainty is also one of the absolute requirements so that the law can carry out its duties as well as possible (Sulaiman Abdullah, 2019), because legal certainty is a principle that must be adhered to by the parties so that it can reduce the potential for conflicts that may occur (Jeane Neltje & Indrawieny Panjiyoga, 2023). Thus, legal certainty is not only related to the existence of norms, but also to the quality and effectiveness of their implementation.

In the context of employment law, the theory of legal certainty has a very important relevance because employment relations involve economic and social interests that directly affect the survival of workers and the continuity of the company's business. Provisions that regulate the rights and obligations of the parties, including the resignation of workers, must be able to provide clarity regarding procedures, periods, and legal consequences that arise. Without legal certainty, employment relationships have the potential to cause conflicts, uncertainty of legal status and inequality of protection for the parties.

However, legal certainty cannot be understood narrowly as formal compliance with the text of laws and regulations. Legal certainty must also be linked to the rationality of norms and their conformity with the factual conditions of industrial relations. Norms that are textually clear, but are unable to answer the needs of practice, have the potential to lose their legal legitimacy. Therefore, the theory of legal certainty in this study is used not only to assess the clarity of norms, but also to test whether they are effective in providing real legal protection for legal subjects in the employment relationship between workers and employers.

#### b. Balance of Interest Theory

The theory of balance of interests departs from the view that law is essentially a means of regulating and balancing various interests that interact with each other in a relationship. These interests can be in the form of individual interests, group interests, or public interests. In this framework, the law does not merely favor one particular interest, but serves to create a proportionate balance between those interests. Balance is very important and even a fundamental point from the beginning before the start of an engagement, because it acts as a protector of the rights and obligations of the parties (Siti Malikhatun Badriyah, 2016). In addition, balance can also be interpreted as an effort to achieve a balanced state in an alliance (Herlien Boediono, 2006). Thus, the balance of interests is an important measure in assessing the quality of a legal arrangement.

In employment law, the theory of balance of interests has a very central role. On the one hand, labor laws have historically been designed to protect workers as parties in a weaker bargaining position and must always be "protected". On the other hand, the law must also provide a space for protection for the interests of the company, especially related to the sustainability of the company's operations and business certainty, considering that the company provides jobs. This condition has the potential to affect the stability of company operations. Therefore, the

principle of balance must be contained in the relationship of engagement so that it can become a principle of feasibility and justice (Anastasia Regita Rintan Sahara & Imelda Martinelli, 2025).

The application of the theory of balance of interests in employment studies requires that each norm be tested in terms of its proportionality. This balance theory has characteristics in the form of objective expectations and equality of the parties (Safira Meisya Salsa Bina, 2023). This means that legal arrangements must be able to provide adequate protection for workers without ignoring the operational needs and business continuity of the company. Norms that focus too much on one interest have the potential to create a gap in justice.

In this study, the theory of balance of interests was used as an analytical knife to assess whether the legal provisions governing the resignation of workers with one-month notice have reflected a fair balance between workers' rights and the protection of company interests. With this approach, legal norms are not only tested textually, but also conceptually based on the social goals that labor law wants to achieve.

It can be concluded that the deep and sharp use of the theory of legal certainty and the theory of the balance of interests allows for a more comprehensive legal analysis. The theory of legal certainty serves to assess the clarity, consistency, and certainty of norms, while the theory of balance of interests is used to test the fairness and proportionality of the legal arrangement. The combination of these two theories is relevant to examine the effectiveness of employment norms, especially in the context of regulating workers' resignations that have direct implications for the interests of both parties.

This research is normative legal research, which aims to examine law as a norm or rule that applies in a positive legal system. Normative legal research focuses its study on laws and regulations, legal principles, doctrines, and legal concepts that are relevant to the problem being researched or refer to literature and conceptual materials (Muhaimin, 2020). The selection of a normative legal research approach in this study is based on the nature of the legal issue examined, which focuses on evaluating the adequacy and proportionality of legal norms governing the one-month notice provision for employee resignation. Since this research primarily analyzes statutory provisions, legal doctrines, and principles of legal certainty and balance of interests, a normative juridical method is considered the most appropriate approach. This approach enables a systematic assessment of whether existing legal regulations are capable of providing both procedural certainty for workers and operational protection for employers. The goal is to develop an argument or opinion so that a sharper understanding of the topic being researched can be obtained. In the context of this study, a normative approach is used to analyze the provisions of one-month notice of employee resignation as a legal norm that regulates the employment relationship between workers and companies by examining the effectiveness of these provisions. In this study, the term "effectiveness" is not measured empirically. To operationalize the concept of normative effectiveness in this study, the assessment is based on several analytical parameters derived from legal theory. First, effectiveness is evaluated based on the clarity of legal norms, particularly whether the one-month notice provision provides clear procedural guidance for

workers and employers. Second, effectiveness is assessed based on the consistency of the norm with the principles of legal certainty, including predictability of legal consequences and protection of workers' normative and administrative rights. Third, effectiveness is examined in relation to the proportional balance of interests between workers and employers, especially in terms of whether the uniform application of the one-month notice period adequately accommodates the operational needs of companies. These parameters provide a structured normative framework to evaluate the effectiveness of the one-month notice provision within the Indonesian labor law system.

To answer the formulation of the research problem, the author uses 2 (two) approaches in normative law research, which are as follows:

a. Statute Approach

The legislative approach refers to an approach by examining all regulations related to the topic being studied, so that conclusions can be drawn from the studies conducted (Soejono Soekanto, 2001). This approach is used to review and analyze positive laws that regulate the resignation of workers with the provisions of one-month notice, both contained in labor laws and regulations and their derivatives as well as related provisions in civil law.

b. Conceptual Approach

The conceptual approach is carried out by understanding and reviewing in depth and sharply the principles, principles, doctrines, theories and philosophies of the topic being researched (Hart, 2009). This approach is used to examine legal concepts and principles that are relevant to research problems, especially the theory of legal certainty and the theory of balance of interests. This approach is important to establish a normative analytical framework in assessing whether the one-month notice provision reflects legal certainty and the balance of interests between workers and employers.

The analysis is conducted using a qualitative juridical approach through legal interpretation, including systematic and conceptual interpretation, to examine the consistency, purpose, and applicability of the legal norms governing resignation notice periods. In normative legal research, the data used is in the form of legal materials obtained through literature studies. The data sources in this study consist of:

a. Primary Legal Material

It is a binding legal material. The authors used in this study include: the 1945 Constitution of the Republic of Indonesia, the Civil Code (KUHPerduta), Law Number 13 of 2003 concerning Manpower, and Law No. 6 of 2023 concerning Job Creation and its derivatives.

b. Secondary Legal Materials

It is a material that provides an explanation of the primary legal material. The authors used in this study include: Textbooks and legal literature that discuss labor law, treaty law, legal

certainty theory and balance of interests as well as scientific journal articles relevant to the topic being studied, expert opinions and legal doctrines that support the research analysis.

### c. Tertiary Legal Materials

It is a supporting material that provides additional instructions or explanations. The author uses the Great Dictionary of the Indonesian Language (KBBI) to clarify the legal terms and concepts used in the research.

The selection of legal materials in this study is based on their relevance to the regulation of employee resignation and the one-month notice provision within the Indonesian labor law framework. These materials are considered sufficient as they represent the primary legal basis and supporting doctrines necessary to analyze the issue comprehensively.

## 3. Results and Discussion

### 3.1. Juridical Analysis of the Provisions of One-Month Notice in Indonesia Labor Law as an Instrument of Legal Clarity for Workers

While the one-month notice provision is intended to balance the interests of workers and employers, its uniform application may raise questions regarding proportionality in different employment contexts. The provision regarding the resignation of workers on the condition that they submit a written application no later than 30 (thirty) days before the start date of resignation or one-month notice, is a legal norm that is explicitly regulated in the labor law in Indonesia. This provision is basically intended to provide legal clarity for workers who want to terminate the employment relationship legally and of their own volition or will. In addition to statutory provisions, resignation notice requirements have also been addressed in industrial relations dispute practices. In several cases before the Industrial Relations Court (Pengadilan Hubungan Industrial), disputes have arisen due to non-compliance with resignation notice obligations or disagreements regarding the fulfillment of workers' rights following resignation. These judicial practices indicate that the one-month notice provision has practical legal implications and is not merely theoretical in nature. Therefore, examining this provision through a normative juridical framework remains relevant to ensure its effectiveness and proportionality in real employment disputes. The provisions of this one-month notice are regulated in Article 154A Paragraph (1) letter i of Law Number 6 of 2023 concerning the Determination of the Job Creation Perppu into a Law, hereinafter referred to as the Job Creation Law. Specifically, it is also regulated in Article 36 letter i of Government Regulation Number 35 of 2021 which is hereinafter referred to as PP 35/2021.

There are 2 (two) juridical implications of the provisions of the one-month notice application in providing legal clarity protection to workers, as explained in the following table.

**Table 1.** Types of Protection

| No | Types of Protection                                   | Explanation  |
|----|---|--|
| 1. | Certainty of fulfillment of normative/economic rights | By following the 30-day application procedure, workers meet the requirements of "lawful resignation", so they are entitled to their rights as stipulated in Article 156 of the Job Creation Law jo Article 50 PP 35/2021. This provision can be emphasized through the company's internal rules contained in the Employment Agreement (PK), Company Regulation (PP) or Collective Labor Agreement (PKB). Without a clear timeframe, it can lead to industrial conflicts such as unilateral termination of employment relationships that can harm workers and companies |
| 2. | Certainty of fulfillment of administrative rights     | This period provides an opportunity for workers to complete administrative responsibilities, receive a work certificate (paklaring), and carry out the transition process to a new workplace without legal or moral burden in the future   |

Source: Author's analysis

Viewed from the perspective of the theory of legal clarity, as expressed by Gustav Radbruch, the existence of this provision is intended to create order through procedural signs that provide certainty of status for workers, and functions as a legal framework that provides clarity about the resignation procedure, so that workers obtain certainty about the status of their employment relationship and the normative and administrative rights inherent in it after the employment relationship ends. However, the effectiveness of this legal clarity often clashes with implementation in the field. If the employer does not provide a formal response to the employee's resignation letter, there is uncertainty about when exactly the employment relationship ends. Therefore, the provision of one-month notice should be seen as an instrument that not only burdens workers with time, but guarantees that workers' economic and administrative rights are fully protected when the employment relationship ends. In this context, the one-month notice provision plays a role in preventing the occurrence of informal or unilateral resignation practices without clear procedures, which have the potential to cause industrial relations disputes. Critically examined, legal certainty should not only ensure procedural clarity but also guarantee that legal norms remain functionally applicable within real industrial conditions. When procedural certainty exists without operational feasibility, the effectiveness of legal certainty may be reduced in substantive terms.

A law without a certain value will lose its meaning (Siti Halilah & Mhd. Fakhurrahman Arif, 2021). However, legal clarity is not only measured by the existence of written norms, but also by the consistency of their application and the rationality of the substance of the norms. The provision of one-month notice as a general standard raises questions about whether the period

of 30 and thirty days as a whole is able to accommodate the conditions of all workers in general. In industrial relations practice, there are situations where workers face urgent conditions, whether for health, family, or other employment opportunities that make it impossible to wait up to 30 days. The rigid application of norms in this kind of situation has the potential to reduce the meaning of legal clarity itself, because the law is actually an obstacle for workers to use their rights reasonably.

It can be concluded that although the provision of one-month notice has provided legal clarity for workers normatively, its effectiveness in ensuring substantive legal clarity still requires further evaluation. Ideal legal clarity should not only provide formal clarity, but also provide room for justice and rationality in its application in accordance with the dynamics of real labor relations in the field.

### 3.2. The Operational Dilemma: The Gap Between Rigid Regulation and the Reality of a Company's Strategic Position

The provision of one-month notice also has direct implications for the company's operational sustainability. In this context, one-month notice is positioned as an instrument to protect the interests of the company so as not to experience sudden operational disruptions. However, problems arise when the 30-day standard in labor regulations is applied rigidly at all levels of positions. This is where the gap between the legal text and the operational reality occurs. For workers with a basic operational level, 30 days may be enough to find a replacement. From a comparative perspective, notice period regulations in various countries are often designed with flexibility depending on job level, contractual arrangements, or industry practices. This indicates that a uniform approach, such as a fixed one-month notice period, may not always be effective in addressing the complexity of modern labor relations. However, for workers in strategic positions or key persons such as managerial ranks, technical experts or system developers, 30 days is very inadequate for the recruitment, hiring and handover of duties and responsibilities to replacement workers because it requires careful planning. To illustrate this condition more concretely, a hypothetical example may be considered. For instance, if a senior system engineer responsible for maintaining a company's core digital infrastructure submits a resignation with only a 30-day notice, the company may face operational vulnerability due to the limited time available for recruitment and knowledge transfer. In such a scenario, the recruitment of a replacement with equivalent technical expertise may require a longer period, potentially exceeding the standard notice duration. This example demonstrates that the uniform application of the one-month notice provision may not adequately reflect the operational realities faced by companies in strategic roles.

There are 2 (two) dilemmas that are operational obstacles caused by the provisions of one-month notice which include 2 (two) crucial points, as explained in the following table.

**Table 2.** Types of Operational Constraints

| No | Types of Operational Constraints | Explanation  |
|----|----------------------------------|--|
| 1. | Risk of business destabilization | Sudden or one-on-one resignations that only stick to 30 days for a strategic position or key person can lead to a leadership vacuum or technical project failure, ultimately detrimental to business continuity. The loss of business continuity will have direct implications for the availability of jobs. |
| 2. | Recruitment limitations          | The recruitment process for strategic positions or key people takes longer than non-strategic positions. Regulations that set a general standard of 30 days tend not to provide enough "breath" to find a replacement, so it has the potential to fail in maintaining the company's operational protection.  |

Source: Author's analysis

This condition shows that although there is formal legal clarity, namely a period of 30 days, functionally, the norm has not been able to provide maximum protection for the interests of entrepreneurs. Existing regulations have not been able to distinguish between "general workers" and "strategic workers" or key persons, thus creating vulnerability for companies, which in the economic framework are the subject of job providers. The gap between general regulations and the reality of the company's operational needs raises a juridical dilemma. On the one hand, the company is bound to accept the resignation of the worker as long as the normative conditions have been met. From a normative perspective, the company may face challenges in replacing workers in strategic positions within a limited time frame. Under certain conditions, the provision of one-month notice is not enough to provide legal protection for companies as legal subjects who also have business operational interests.

Viewed from the perspective of the balance of interest theory, this condition shows an imbalance in protection between workers' rights and the company's operational interests. In fact, the balance itself is intended to make the legal institutions and the main principles of law harmonize (Herlien Boediono, 2010), meaning that a rule must be equalized between rights and obligations under the same conditions. Norms that place too much emphasis on procedural certainty without considering operational complexity have the potential to shift the purpose of labor law itself. The protection of workers as structurally weaker parties is indeed the main characteristic of labor law. Labor law actually aims to protect workers from the potential abuse of power by a stronger party (Ida Hanifah, 2020). However, such protection should not ignore the fact that the sustainability of an entrepreneur's business is the main prerequisite for the availability of jobs. Because in fact, every citizen has the right to work and a decent livelihood for humanity as stipulated in Article 27 Paragraph (2) of the 1945 Constitution. From a critical analytical perspective, this imbalance indicates that the current uniform regulatory approach may not fully satisfy the proportionality requirement embedded within the theory of balance of

interests, particularly when the operational risks faced by employers are significantly higher in strategic employment contexts.

It can be concluded that the provision of one-month notice in practice faces serious challenges when faced with the reality of strategic positions in the company. This gap shows that the effectiveness of norms does not only depend on their legal clarity, but also on their ability to respond to the diverse operational needs of the world of work factually in the field.

3.3. **Harmonization Efforts: Diversification of the Resignation Notification Period as an Instrument for the Protection of Workers' Rights and Company Operational Certainty**

The provision of one-month notice also has direct implications for the company's operational sustainability. In this context, one-month notice is positioned as an instrument to protect the interests of the company so as not to experience sudden operational disruptions. However, problems arise when the 30-day standard in labor regulations is applied rigidly at all levels of positions. In certain contexts, particularly for strategic positions, workforce replacement may require a more flexible time arrangement. However, for workers in strategic positions or key persons such as managerial ranks, technical experts or system developers, 30 days is very inadequate for the recruitment, hiring and handover of duties and responsibilities to replacement workers because it requires careful planning.

Based on the analysis of legal clarity for workers and the company's operational dilemmas, a harmonized approach is needed in the one-month notice arrangement so that the norm can function more proportionately. This harmonization can be realized through the concept of diversification. Diversification is an effort to make more diverse or classify the resignation notice period, namely setting a notice period that is flexible and can be adjusted to the characteristics of the position, responsibilities, urgency and operational impact of the position to be left. The concept of diversification is also consistent with comparative labor law practices in several countries, where differentiated notice periods are commonly applied based on employment characteristics. Such comparative practices indicate that flexible notice arrangements are not uncommon in modern labor regulation and may contribute to improving both worker protection and operational continuity. Therefore, adopting a diversified notice period framework may represent a legally reasonable development within the Indonesian labor law context. Table 3. Proposed Policy Framework for Diversified Notice Period Based on Job Categories.

**Table 3.** Proposed Policy Framework for Diversified Notice Period

| No | Job Category                          | Proposed Notice Period | Policy Rationale   |
|----|---------------------------------------|------------------------|--|
| 1  | Non-strategic or operational position | 30 days                | Maintains standard protection while allowing sufficient transition time. |

| No | Job Category                       | Proposed Notice Period            | Policy Rationale   |
|----|------------------------------------|-----------------------------------|--|
| 2  | Supervisory or technical positions | 45-60 days                        | Allows adequate time for recruitment and task handover.                |
| 3  | Strategic or managerial positions  | 60-90 days                        | Prevent operational disruption and supports organizational continuity. |
| 4  | Urgent resignation conditions      | Less than 30 days (with approval) | Protects worker facing emergency or unavoidable situations.            |

Source: Author's analysis

To ensure that the diversification of resignation notice periods is implemented in a fair and legally sound manner, several policy safeguards must be clearly established. First, legal safeguards are necessary to prevent the misuse of flexible notice arrangements, particularly to ensure that such flexibility does not undermine the fundamental protection of workers as mandated by labor law. Any differentiated notice period must remain consistent with statutory minimum protections and should not reduce workers' normative rights. Second, clear and objective criteria are required to define what constitutes a "strategic position" or key personnel within a company. These criteria may include factors such as the level of responsibility, decision-making authority, specialization of skills, and the potential operational impact of the position if vacated. Without such criteria, the application of differentiated notice periods may lead to ambiguity and inconsistent practices. Third, dispute-resolution mechanisms must be provided to address potential conflicts arising from the implementation of differentiated notice periods. This includes the availability of bipartite negotiations, mediation, or industrial relations dispute settlement mechanisms as regulated under Indonesian labor law. Fourth, limitations must be imposed to prevent employer abuse, particularly in avoiding the imposition of excessively long notice periods that could restrict workers' freedom to resign. In this regard, proportionality and fairness must remain guiding principles in determining the appropriate duration of notice. Finally, the relationship between company-level regulations (such as employment agreements, company regulations, or collective labor agreements) and statutory labor protections must be clearly defined. Company rules should function as a complementary instrument that elaborates on statutory provisions without contradicting or weakening the minimum standards set by law. However, to ensure that such diversification can be implemented effectively and fairly, several concrete policy implications need to be clearly defined.

The diversification of the notice period is not intended to reduce the right of workers to terminate employment relationships, but rather to create a fairer balance of interests, since justice is the main virtue as is truth in the system of thought (John Rawls, 1999). In this framework, workers in non-strategic positions can still use the standard one-month notice as a reference, while workers in strategic positions or key persons can be arranged to have a longer notice period. In addition, for workers who resign due to "urgent" conditions, they can resign

even less than 30 days or one-month notice on the condition of "approval" from their superiors. The employer's union in this case can be interpreted as that the employer takes over responsibility for the worker who resigns until the time his successor joins the company. This means that even though the position is temporarily vacant, his job or responsibilities in the position are taken over by his boss for a while. However, the introduction of differentiated notice periods may also create potential risks, such as unequal bargaining positions between employers and workers. In certain cases, employers may impose longer notice periods that could disadvantage workers, thereby undermining the principle of worker protection. From a critical perspective, differentiated notice periods must be carefully regulated to prevent potential abuse, discrimination, or unfair treatment. Without clear legal limits, such flexibility could lead to disproportionate obligations imposed on certain categories of workers.

From a policy perspective, the proposed diversification model provides a structured guideline that may be adopted within employment agreements, company regulations, or collective labor agreements. By introducing differentiated notice periods based on job characteristics and operational impact, this model offers a practical mechanism that can be implemented within existing labor law frameworks without requiring immediate statutory amendments. Such policy-oriented formulation strengthens the analytical contribution of this study by transforming conceptual diversification into an applicable regulatory alternative.

This can be done considering Article 1338 of the Criminal Code which regulates the principle of freedom of contract, meaning that the provisions regarding the resignation of workers can be adjusted to the interests of the parties which are outlined in the form of agreements through Employment Agreements (PK), Company Regulations (PP) or Collective Labor Agreements (PKB). In addition, Article 1320 of the Criminal Code jo Article 52 of Law No. 13 of 2003 concerning Manpower also regulates the conditions for the validity of an agreement, one of which is the existence of an "agreement" between the parties. This means that this can be done as long as it does not contradict the principles of justice, freedom of contract and the legal conditions of the agreement.

This approach is in line with the theory of legal clarity, as it provides clarity from the beginning about the legal consequences of resignation based on the position and responsibilities of workers. In addition, the diversification of the notification period also reflects the application of the theory of balance of interests, because norms are no longer uniform and rigid, but adaptive to the needs of the parties. The company obtains more adequate operational certainty, while workers remain protected in their right to terminate the employment relationship legally and with dignity.

Furthermore, this flexible arrangement can minimize the potential for industrial relations disputes due to differences in interpretation regarding the adequacy of the notification period. With clear and proportionate arrangements, industrial relations can run in a more harmonious and equitable manner. Therefore, juridically, the diversification of the one-month notice period is worthy of consideration as an alternative labor law policy that is more responsive to the

dynamics of factual employment relations in the field. Through this diversification, the resignation provision is no longer a rigid administrative burden, but rather an instrument of double protection, namely protecting the freedom of workers to develop their careers elsewhere, while protecting the company's operational stability from the risk of strategic position vacancies. In addition, any modification of notice period arrangements must remain consistent with fundamental labor law principles, including the protection of workers, the principle of proportionality, and the limits of contractual freedom. These principles serve as important safeguards against excessive employer discretion.

#### **4. Conclusion and Recommendations**

Based on the results of the juridical analysis that has been carried out, it can be concluded that the provisions of one-month notice of employee resignation as stipulated in the Job Creation Law and its implementing regulations normatively have provided legal certainty for workers. This certainty is reflected in the clarity of the resignation procedure and the guarantee of the fulfillment of normative and administrative rights for workers who legally terminate the employment relationship. From the perspective of legal certainty theory, this provision serves as a procedural framework that provides clarity on the legal status for workers after the termination of the employment relationship.

However, the effectiveness of the one-month notice provision has not been fully achieved when viewed from the perspective of protection for the company's operational sustainability. The application of the 30-day time standard in a "flat and rigid manner" to all types and levels of positions is not always in line with the reality of the company's operational needs, especially when the resignation is carried out by workers occupying strategic positions or key persons. Under these conditions, a period of 30 days is often insufficient to guarantee the process of recruitment, hiring, and handover jobs to replacement workers.

From the perspective of the balance of interests theory, the current regulation indicates an imbalance between workers' rights to resign and the company's interest in maintaining operational continuity. This imbalance highlights the need for more adaptive regulatory arrangements. Therefore, the provision of one-month notice cannot be understood solely as an administrative norm that is procedural, but as a legal instrument that must be able to accommodate the interests of both parties proportionately. Thus, the effectiveness of the one-month notice provision still requires the development of arrangements that are more adaptive to the dynamics of employment relations.

Based on the conclusions mentioned above, the author suggests that the arrangement of one-month notice of workers' resignation in the future is no longer applied uniformly and rigidly. More flexible arrangements are needed through the diversification of the resignation notice period based on the characteristics of the position, the level of responsibility, the urgency and operational impact of the position left behind. These arrangements can be realized through

employment agreements, company regulations, or collective bargaining agreements, as long as they do not conflict with laws and regulations and the principles of justice.

To operationalize the proposed diversification policy, several practical steps may be considered. First, regulatory authorities may issue technical guidelines that allow differentiated notice periods based on job categories and operational risk levels. Second, companies may incorporate diversified notice provisions into employment agreements, company regulations (PP), or collective labor agreements (PKB) to ensure legal certainty at the organizational level. Third, clear classification criteria should be established to determine which positions qualify as strategic, technical, or non-strategic roles. Finally, monitoring and dispute resolution mechanisms should be strengthened to ensure that the implementation of diversified notice periods remains fair, transparent, and consistent with statutory labor protections.

In addition, the formulation of labor policy is expected to consider the development of norms that provide limited discretion for the parties in determining the period of notice of resignation, especially in certain urgent circumstances. This approach is expected to be able to strengthen substantive legal certainty while realizing a balance of interests between workers and companies, so that the resignation provisions not only protect the individual rights of workers, but also ensure the sustainability of operational stability in a sustainable manner. This study also contributes to broader labor law discussions by highlighting the importance of proportional and flexible notice period arrangements in the context of evolving global employment relations.

In practice, the implementation of diversified notice periods may begin with pilot applications at the company level, particularly in industries with complex operational structures. Such gradual implementation allows evaluation of effectiveness before broader regulatory adoption. This step-by-step approach ensures that diversification policies remain adaptive, evidence-based, and responsive to the practical needs of both workers and employers.

## **5. Limitations and Future Research Agenda**

This study has several limitations that need to be acknowledged. First, this research is normative juridical in nature, focusing on the analysis of legal norms, principles, and doctrines within the Indonesian labor law framework. As such, this study does not involve empirical data collection or field-based observations. Second, this research does not examine actual practices within companies, nor does it analyze judicial decisions or case law related to employee resignation and the implementation of one-month notice provisions. Therefore, the findings of this study are limited to a conceptual and normative evaluation rather than an empirical assessment of how the regulation operates in practice. Third, the analysis primarily relies on statutory and conceptual approaches, which may not fully capture the complexity of real-world industrial relations dynamics, particularly in diverse sectors and organizational contexts. Based on these limitations, future research is recommended to complement this study through empirical and comparative approaches. Further studies may include an analysis of relevant court

decisions (case law) to assess how the one-month notice provision is interpreted and applied in legal disputes. In addition, comparative legal research across different jurisdictions may provide broader insights into more flexible and proportional notice period arrangements. Moreover, future research could incorporate qualitative methods, such as interviews with key stakeholders, including employers, workers, human resource practitioners, and labor law experts, to better understand the practical challenges and implications of resignation notice policies. Such approaches are expected to enrich the understanding of the balance between workers' rights and company operational needs in a more comprehensive and contextual manner.

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### References

- Abdullah, S. (2019). Introduction to law. Jakarta: UIN Jakarta.
- Afdhali, D. R., & Syahuri, T. (2023). The ideality of law enforcement reviewed from the perspective of legal purpose theory. *Collegium Studiosum Journal*, 6(2). <https://doi.org/10.56301/csj.v6i2.1078>
- Andreeva, A. (2023). *Evolution in the Philosophy of the Regulation and Theoretical Frameworks on the Control of Compliance with Labour Legislation* (pp. 1–17). <https://doi.org/10.4018/978-1-6684-9067-9.ch001>
- Arnold, E., & Hanvey, C. (2018). Employment status. In *Wage and hour law* (pp. 71–105). Springer International Publishing. [https://doi.org/10.1007/978-3-319-74612-8\\_4](https://doi.org/10.1007/978-3-319-74612-8_4)
- Badriyah, S. M. (2016). The system of legal discovery in a pragmatic society. Sinar Grafika.
- Bina, S. M. S. (2023). The principle of balance in the law of treaties. *Journal of Science Student Research*, 1(2), 45–58.
- Boediono, H. (2010). General teachings of treaty law and its application in the field of notary. Bandung: Citra Aditya.
- Boediono, H. (2015). The principle of balance for Indonesian treaty law: Treaty law based on the important principles of Indonesia. Citra Aditya.
- Halilah, S., & Arif, M. F. (2023). The principle of legal certainty according to experts. *Siyasah: Journal of Constitutional Law*, 4(1).
- Hanifah, I. (2020). *Employment law in Indonesia*. Pustaka Prima.
- Hart, H. L. A. (2009). *The concept of law*. Nusa Media.
- Kamus Besar Bahasa Indonesia. (2016). *Diversifikasi*. <https://kbbi.web.id/diversifikasi>
- Labour law and employment regulation. (2005). In *Post-industrial Labour Markets* (pp. 66–91).

- Routledge. <https://doi.org/10.4324/9780203987049-13>
- Margono. (2019). The principles of justice, usefulness and legal certainty in the hakim decision. Sinar Grafika.
- Marzuki, P. M. (2020). Legal theory: The house of law is the house of mankind. Kencana.
- Muhaimin. (2020). Legal research methods. Mataram University Press.
- Neltje, J., & Panjiyoga, I. (2023). Values included in the principle of legal certainty. *Innovative: Journal of Social Science Research*, 3(5). <https://ejournal.seaninstitute.or.id/index.php/Justi/article/view/6187/4760>
- Rahardjo, S. (2000). Law. Alumni.
- Rahayu, S. (2017). The Effect of Recruitment, Placement, and Compensation of Outsourcing Employees Performance in the Ministry of Manpower Republic of Indonesia. *Jurnal Ketenagakerjaan*, 12(1). <https://journals.kemnaker.go.id/index.php/naker/article/view/9>
- Rawat, T., & Gupta, R. (2025). Leveraging Internal CSR and Employee Engagement for Advancing Sustainable Development Goals in the Post-Pandemic Era: A Case Study of IT Companies in India (pp. 135-153). [https://doi.org/10.1007/978-3-031-86500-8\\_10](https://doi.org/10.1007/978-3-031-86500-8_10)
- Rawls, J. (1999). A theory of justice (Rev. ed.). Harvard University Press.
- Sahara, A. R. R., & Martinelli, I. (2025). Application of the principle of balance in an agreement. *Unes Law Review*, 8(1).
- Sipayung, P. D., & Rizki, A. (2022). Employment law. Yayasan Kita Menulis.
- Soekanto, S. (2001). Normative legal research: A brief review. Rajawali Press.
- Wickramasinghe, V., & Pathirana, H. (2022). Team member voluntary turnover, introduction of new members and project performance. *European Project Management Journal*, 12(2), 24-33. <https://doi.org/10.56889/neqw6601>