

Analyzing the Effects of Covid-19 on Employers and Employees Relationship

Suzzy Krist Addo

¹Business University of Costa Rica, School of Finance & Financial Management

Abstract

This paper analyzing the effects of covid-19 on employers and employee's relationship. It aims at identifying the main stressors during and post COVID-19, examining the main moderating factors which may mitigate or aggravate the impact of COVID-19 on employers and employee's relationship and finally to suggest recommendations from a human resource management perspective to mitigate COVID-19's impact on employers and employee's relationship. Methods: This paper is a literature review. The search for articles was made in Google scholar, Web of Science and Semantic scholar. A combination of terms related to coronavirus OR COVID-19, employers and employee's relationship. Due to the paucity of studies on the COVID-19 impact on employers and employee's relationship, there is a need to draw on studies on recent epidemics. Results: The identified literature reports a negative impact of COVID-19 on individual's employers and employee's relationship. Stressors include perception of safety, threat and risk of contagion, in obesity versus the unknown, quarantine and confinement, stigma and social exclusion as well as financial loss and job insecurity. Furthermore, three dimensions of moderating factors have been identified: organizational, institutional and individual factors.

Keywords: Employers and Employees Relationship, Coronavirus disease 2019 Knowledge Attitude Practice Healthcare Workers Infectious disease transmission

1.0 INTRODUCTION

In view of the global pandemic and the rapid spread of COVID-19 in Ghana, on 27 March 2020, the President of the Republic of Ghana, Nana Addo Dankwa Akufo-Addo imposed restrictions on the free movement of persons under the Imposition of Restrictions Act, 2020 (Act 1012) effective 30 March 2020 at 1am for two weeks' subject to review. In accordance with the Labour Act, employers have a duty to ensure that every employee employed by them works under satisfactory, safe and healthy conditions. Thus, in relation to the outbreak of COVID-19, employers have a duty to create a hygienic environment for their employees to reduce or stop the spread of the disease. Under the Labour Act, employees are permitted to remove themselves from any situation that they reasonably believe presents an imminent and serious danger to their lives, safety or health after bringing such situation to the attention of their employers. Moreover, the Act prohibits employers dismissing or terminating the employment or withholding remuneration of employees who have removed themselves from the workplace on the basis of reasonable belief of imminent danger to their lives, safety and health.

For instance, if there is a COVID-19-infected employee or customer present at the workplace, the employees are allowed to remove themselves from the workplace as this compromises their health and safety. The presence of force majeure clauses in employment contracts could alleviate possible non-performance issues as a result of government measures taken in response to the rapid spread of the COVID-19 disease. The concept of 'force majeure' is widely recognized and operated broadly in common law jurisdictions. The term 'force majeure' can be used to describe an unforeseeable event or circumstance that prevents a party from fulfilling its side of a contract. Upon the occurrence of a force majeure event, one or both parties may be entitled to either: Terminate the contract; be excused from wholly or partly performing the contract; or suspend the performance of a contract depending on the period of the unforeseen event.

2.0 EMPLOYERS AND EMPLOYEES

Employers and Employees play a vital role in organizational development, but on the other hand employers are obliged with some legal frameworks which contained common law and partly through constitutional regulations. Basically, which are; Ensure health and safety at work Act and also the management of health and safety at work regulations which admissibly indicated that employers are

indebted to their employees. Under take risk assessment on employees' health at work, coming out with a clear policy that can be use in case there should be any emergency that will pose as a danger to persons at work. Employers are to give relevant information to their employees as well as giving them education in how they should go about unexpected events. In the light of COVID -19 outbreaks, an employer is recommended to do risk assessment against identified risks of the virus spread at work will need risk assessment.

The employer may decide to shut down the employees who do not offer essential services, for instance by: Flexible working hours and some may be required to work from home, in spite of this the employers needs to find out whether the employees can safely work from home. Employee's role can be adjusted by encouraging them to carry out other useful activities in considering the fact that the new roles are within the employee's skill and competence in regards to the employees concerned. Employers may decide to reduce the working hours of the employees or also reduced the wage for a certain period of time, but the employees are not to be forced into this agreement. Employees may be encouraged to take their annual leave, and this may also help to adhere to the safety and other precautionary measures. Most employers whose employees are highly engaged needs to be consulted on taking the leave with or without a pay especially in times of economic crises and this can be used as a tool to cuts down employment costs in other not to affects employees job significantly.

Employees cannot be enforced to take a leave without paid unless the employees have been stood down, asides that, the employees and the employers may have to enter into an agreement on the periods of leave without paid. According to the Fair Work Act 2009, which says that employers can stand down employees where there is a stoppage of work for any cause for which the employer cannot reasonably be held responsible, but if the terms and conditions stated in the employment agreement includes terms that deals with stand down, then the employees can have picked on the statutory power. The Fair Work Act clear states that employees can be stood down if the employers can no longer usefully engaged the employees due to unexpected events.

3.0 COVID-19 OUTBREAKS AND EMPLOYEE ATTITUTDE TO WORK

COVID-19 spread is emotionally challenging for many people, changing day-to-day life in unprecedented ways. All sections of society including employers and employees should play a role to protect themselves and each other and help prevent further spread of the disease. WHO is providing advice and updated information on COVID-19, and on how employers can protect their employees, what measures they should take in the workplace and other related factors. Well, due to the flexible working hours' schedule measures that are in place and only a skeleton staff that are needed for the time being, so basically it's only some non-essential service providers that this could actually worked for. Essential workers are always needed at work and their responsibilities may as well increase even if they have understandable concerns. Eventually if the virus becomes more widely spread, it may create fear and misunderstanding. Any employee staying away from work is guilty of unauthorized absence and can be disciplined accordingly.

According to the World Health Organization (WHO), the outbreak of coronavirus disease 2019 (COVID-19) has become a pandemic, which at the time of writing had affected more than 100,000 people and caused more than 3000 deaths worldwide. As of February 21st, 2020, the virus has affected 3019 healthcare workers (HCWs) with five deaths. The fact that HCWs are at risk of infection in the epidemic chain is a critical issue because HCWs help in controlling the outbreak. Therefore, all possible actions must be taken to control the spread of the infection to HCWs, first by identifying the risk factors for infection and then by taking appropriate measures to reduce these risks. It is well established that transmission of the disease among HCWs is associated with overcrowding, absence of isolation room facilities, and environmental contamination. However, this is likely compounded by the fact that some HCWs have inadequate awareness of infection prevention practices. Knowledge of a disease may influence HCWs' attitudes and practices, and incorrect attitudes and practices directly increase the risk of infection. Understanding HCWs' knowledge, attitudes, and practices (KAPs) and possible risk factors helps to predict the outcomes of planned behavior.

Thus, this study aimed to investigate KAPs concerning patients infected with COVID-19 among HCWs. If HCWs' KAPs concerning the virus and the factors that affect their attitudes and behaviors can be

determined promptly in the early stages of the epidemic, then this information can inform relevant training and policies during the outbreak and guide HCWs in prioritizing protection and avoiding occupational exposure.

4.0 PAYMENT OF SELF QUARANTINE SALARIES DURING COVID-19 OUTBREAK

All staff have to be paid because the staff is showing symptoms of the corona virus, so in this regards the employers may have to use the sick pay policy and which will be treated as a compulsory sick pay in expectancy that employers will be determine to treat people as being on full pay if they have no symptoms but sick pay if they have mild symptoms. The same policy will be applied to those who are on isolation note because it is not their decision to stay away from work. Most employees are operating under the rules of their employers who want to help minimize the spread of the virus with more cautious, since the health and safety is the responsibilities of the employer so the employers may wish to protect their employees by isolating a number from work and just using a skeleton staff, so in this regards the employers are expected to give their employees a full payment.

Basically, the procedures that are made available for the employees by their employers will be relied on by individual consent. There are some instances where the employers may want to holdback individuals, who have reported themselves that they have visited an infected area or have gotten in contact with an infected person, but the employer is not going to pay them, then this will only uplift indiscipline with the quiescent procedure by employee. The employees will also remember how their employers treated them during this corona virus outbreak. Those employees who are authoritatively curbed from working and are later not being paid in accordance with company's sick pay policy will be remembered by the employees when everything gets back to normal. The other way round is, if the employers has fulfilled a speedy and effectual policy and has stood by the employees and adhered to the sick pay policy, this will be a great advantage to get their employees to become much more committed in the organization.

On the other flip too, the Brazilian labor law makes provisions for full payment of wages for a period of 14 days for those working on an employment basis, then starting from 15th day and the employee still hasn't recovered and has to be absent from work, then the employee will be required to undertake a medical examination from the Brazilian Social Security Institute (INSS) which they are to ensure that all the sick benefits are being paid accordingly. Regarding to the covid-19 outbreak legislation indicated that employees who were quarantine or on isolation will be paid accordingly even if they exceeded 15 days, despite the 14 days has been said to be the minimum quarantine period which stands as the incubation period of the corona virus.

In a case of United Arab Emirates regarding to covid-19 response, the Ministry of Human Resources and Emiratisation (MOHRE) issued Ministerial Resolution No.279 of 2020 (the Resolution). This was actually designed to make the employers in the private sector in the United Arab Emirate to adopt to some measures during this pandemic and as well as to protect employees from lay-off by their employers. A situation where employers will lay-off an employee, the Resolution requires that the employers should continue to provide the employees with housing and all other entitlement with an exception that (a) The employee has obtained the necessary authorization to work for another company. (b) Once the covid-19 Pandemic ends. On the other hand, the Resolution requires that employers should do well by giving full payment to employees who has been lay-off. This shows that, the Resolution at the United Arab Emirate Labour Courts may be more sympathetic to employers if they obey the cut down of employees during this crisis than before.

In a case of United State, it is first being considered whether the employees work is subject to Families First Corona virus Response Act (FFCRA) which actually provides employees who works in organizations with lower than 500 employees with sick leave paid and paid family leave related to covid - 19. Employers are mandatory to have a pay policy and a family leave laws, where employers are allowed to direct employees to use paid or unpaid leave in the event they are absent from work, regarding the fact that they do not work during that time. Employers are to continue providing their employees with the group health insurance and other coverage even if the employees are on leave temporarily. Hence, all employers are to obey the emergency legislation on family and sick leave no matter the size of their organizations.

In the Kingdom of Saudi Arabia, the government issued a circular on the 6th of April, 2020 by the Saudi Arabia Ministry of Human Resources and Social Development for a six months stating that the employers are encourage to direct employees to take the following three options (a) To take their annual leave. (b) Unpaid leave. (c) Can also renegotiate their contract. So in case, the employees rejected the options given then the employers can terminate the employment of such employee as is allowed under the Article (74) of the Saudi Labor Law due to force majeure. Under this Act the employees will be entitled to their end of service benefits calculated up to the date of termination.

4.1 COVID 19 Changing How We Work – Possibly Permanently

Nearly a million people in Canada have already applied for employment insurance, and analysts are predicting that coronavirus-related jobless claims in the United States could exceed three million. Job loss is only one of the many effects of COVID-19 on work and workers. These effects cascade beyond accelerating the ongoing work-from-home movement. Some of these changes could persist well beyond the pandemic itself. In the midst of COVID-19 and measures being taken to contain its impact, many employees are not just doing their jobs but transforming their job routines. Coronavirus is eliminating the tasks that some employees normally do.

There are no clients to consult, no trips to book, no students to teach, no concerts to perform and organize, no products to deliver, no new data to input. Eliminating positions is one possible response to this shift. Another is for employees, together with their managers and coworkers, to rearrange work and take on different responsibilities. Many of the tasks employees are doing now were not imagined even weeks ago. People are becoming crisis managers, sanitation monitors and work-from-home coordinators. Meanwhile, workers in overrun government offices, hospitals, grocery stores, as well as those operating out of the public eye in supply chains, are having to find new ways of working that allow them to manage the onslaught of professional responsibilities they now face.

4.2 COVID 19 IPMACT ON EMPLOYMENT RELATIONSHIPS

The World Health Organization ("WHO") declared the outbreak of a new coronavirus disease ("COVID-19") as a Public Health Emergency of International Concern in January 2020, which was officially characterized as a global pandemic on March 11, 2020. In this Article, I try to summarize the legal implications of Covid-19 on the contractual obligations, in general, and on the employment relationships, in particular.

4.2.1 General Legal implications on contractual obligations

Exceptional event of public character: According to the Civil Code No. 131 of 1948 (the "Civil Code"), in the event the performance of the contractual obligation becomes excessively onerous, but without becoming impossible, as a result of an unpredictable exceptional events of a public character threatening the debtor with exorbitant loss, the judge may reduce the obligation of such debtor that becomes excessive to be a reasonable limit in order to economically balance the contractual obligations. It was also confirmed that the said event includes the spread of a pandemic.

Force Majeure: According to the Civil Code, debtors shall not be liable for any damages resulted from the non-performance of its obligations in the event that the required performance becomes impossible for any reason that is not attributable to and controllable by such debtor including, *inter alia*, a sudden incident, force majeure and/or fault of third parties. In light of the above, the COVID-19 Pandemic may be treated as a force majeure event or an exceptional event of public character (as the case maybe).
Legal implications on the employment relationship:

4.2.2 Protecting your employees from COVID-19

Employers' obligations: According to the Labour Law No. 12 of 2003 (the "Labour Law"), employers shall take all the preventive measures to protect its employees from being infected with any virus, bacteria or illness. This obligation includes taking specific mandatory actions. Furthermore, employers shall, subject to specific criteria, reasonably determine, at its sole discretion, the preventive measures to protect its employees from infectious diseases.

Changing scope of work on temporary basis: According to both the Civil Code and the Labour Law, employers may amend the provisions of the employment contract on a temporary basis for economic reasons or as a result of an exceptional event of public character or a force majeure event including, *inter alia*, assigning different scope of work, substantially, differs from the original work of the employee.

Annual leaves: According to the Labour Law, employers have the right subject to certain regulation; determine the dates of the annual leaves depending on the business needs. This being said employers may request their employees to consume their annual leaves during this period.

Reducing Salaries: Employers may, subject to certain requirements, reduce the salaries of their employees either to 50% or to more than 50% (as the case maybe) on a temporary basis.

Downsizing: The International Monetary Fund officially declared that the global economy has entered into a recession as result of the spread of the new coronavirus on March 27, 2020. According to the Labour Law, employers, subject to certain requirements, shall have the right to completely or partially shut down the organization or reduce its size.

4.2.3 Dealing with infected employees

Reporting: According to a recent Ministerial Decree, COVID-19 is now recognized as one of the infectious diseases listed in schedule 1 attached to Law No. 137 of 1958 on the Preventive Measures of Infectious Diseases, as amended (the "Preventive Measures Law"). According to the Preventive Measures Law, employers are under an obligation to, immediately; report any case of COVID-19 or any suspect thereof to the competent authorities.

Personal Data Protection: Employers shall not disclose any personal data of its employees to any other person unless required under the relevant laws and decrees.

Rights of infected employees: According to the Labour Law and the Social Insurance Law No. 148 of 2019, employees shall, subject to specific regulations, be entitled to a sick leave up to one hundred and eighty (180) days including weekends and public holidays.

5.0 CONCLUSION

Coronavirus is new and is in a rapid progress while writing this paper. Most current research is biomedical focusing on individuals' physical health. In this context, employers and employee's relationship issues seem overlooked. This paper helps to broaden the scope of research on employers and employee's relationship, by examining the impact of a complex new pandemic: COVID-19 on employers and employee's relationship, from social sciences perceptive, mobilizing psychology and human resource management.

Employers should be flexible with the sense that this is not a good time for everyone, because employees may have their own challenges in this very stressing moment. Employers should remember that, this Pandemic will pass and employees will never forget how you treated them during that period.

Note that a disgruntled employee will always make it known to the world on how their employers treated them during covid-19 outbreak and this will probably affect the brand and the ability to work.

References

World Health Organization. Coronavirus disease (COVID-19) pandemic. 2020. <https://www.who.int/emergencies/diseases/novel-coronavirus-2019> [last accessed March 2020].

National Health Commission of China. Update on epidemic situation of novel coronavirus-infected pneumonia by 24:00 on Feb 22, 2020 [in Chinese]. 2020. <http://www.nhc.gov.cn/xcs/yqtb/202002/ac1e98495cb04d36b0d0a4e1e7fab545.shtml> [last accessed February 2020].

Wu Z, McGoogan JM. Characteristics of and important lessons from the coronavirus disease 2019 (COVID-19) outbreak in China: summary of a report of 72314 cases from the Chinese Center for Disease Control and Prevention. JAMA 2020 Feb 24 [online ahead of print].

McEachan R, Taylor N, Harrison R, Lawton R, Gardner P, Conner M. Meta-analysis of the reasoned action approach (RAA) to understanding health behaviors. Ann Behav Med 2016;50: 592e612.

National Bureau of Statistics. China health statistics yearbook. 2020. http://www.stats.gov.cn/tjsj/tjcbw/201909/t20190924_1699095.html [last accessed February 2020].

Jiang L, Ng IHL, Hou Y, Li D, Tan LWL, Ho HJA, et al. Infectious disease transmission: survey of contacts between hospital-based healthcare workers and working adults from the general population. *J Hosp Infect* 2018;98:404e11.

Chen Q, Liang M, Li Y, Guo J, Fei D, Wang L, et al. Mental health care for medical staff in China during the COVID-19 outbreak. *Lancet Psychiatry* 2020;7:e15e6.

World Health Organization. Guidance for health workers. 2020. <https://www.who.int/emergencies/diseases/novelcoronavirus2019/technical-guidance/health-workers> [last accessed February 2020].

Wang D, Hu B, Hu C, Zhu F, Liu X, Zhang J, et al. Clinical characteristics of 138 hospitalized patients with 2019 novel coronavirus-infected pneumonia in Wuhan, China. *JAMA* 2020 Feb 7 [online ahead of print].

Murthy S, Gomersall CD, Fowler RA. Care for critically ill patients with COVID-19. *JAMA* 2020 Mar 11 [

