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**CONTENTS**

- 1 **PUBLISHER, EDITOR IN CHIEF, MANAGING EDITOR AND EDITORIAL BOARD**
- 2 **RELATIONSHIP BETWEEN INTEREST RATE AND SELECTED MACROECONOMIC VARIABLES IN NIGERIA**  
LUKUMAN OLALEKAN LAMIDI
- 3 **SIGNIFICANCE OF TECHNOLOGIES AND INNOVATIVE METHODS**  
RADHIKA KAPUR
- 4 **SOCIAL MEDIA USAGE AND CUSTOMER LOYALTY: PREDICTING RETURNING CUSTOMERS USING ARTIFICIAL NEURAL NETWORK**  
ZHIGUO YANG, RICK BRATTIN, RANDALL SEXTON, JO LYNNE, STALNAKER
- 5 **DIGITAL TECHNOLOGIES: INDISPENSABLE IN LEADING TO ENRICHMENT OF THE LIVING CONDITIONS OF THE INDIVIDUALS**  
RADHIKA KAPUR
- 6 **REVIEW OF ONLINE TOOLS FOR INTERACTIVE AND ENGAGING CLASS WITH SWOT COMPARISON**  
RADHIKA KAULA, RAJEEV KAULA
- 7 **CONTRIBUTION OF TECHNOLOGIES AND INNOVATIVE METHODS IN LEADING TO ENRICHMENT OF OFFICE MANAGEMENT**  
RADHIKA KAPUR
- 8 **THE IMPACT OF ELECTRONIC CUSTOMER RELATIONSHIP MANAGEMENT ON CUSTOMER RETENTION IN ZIMBABWE'S BANKING SECTOR**  
WILBERT MANYANGA, PIASON VIRIRI, PRUDENCE MASHONJOWA, PATRICIA RUZVIDZO, TENDAI MANYANGA
- 9 **RIGHTS AND OBLIGATIONS OF EMPLOYEES IN THE WORLD, IN THE N.MACEDONIA AND DURING THE COVID-19 CRISIS**  
BOBANA STEFANOSKA; MIMOZA SERAFIMOVA
- 10 **UTILIZATION OF TECHNOLOGIES AND INNOVATIVE METHODS IN THE DECISION MAKING PROCESSES**  
RADHIKA KAPUR
- 11 **THE IMPACT OF THE CORONAVIRUS PANDEMIC ON SME'S IN GHANA**  
RICHARD KWAME HOWUSU
- 12 **THE EFFECT OF IMPLEMENTING THE INTERNATIONAL FINANCIAL REPORTING STANDARDS (IFRS) ON JORDANIAN FINANCIAL MARKET REPORTING EFFECTIVENESS**  
ALMU'TASEMBILLAH ALAWNEH, AFNAN ALAWNEH



International Journal of Information, Business and Management, Vol. 14, No.3, 2022

**13 HUMAN RESOURCE MANAGEMENT DECENTRALISATION IN PUBLIC SECTOR: THE CASE  
OF VIETNAM**  
NGO HOAI SON



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**Editor in Chief:**

Dr. Muzaffar Ahmed (Bangladesh)  
E-mail: [muzahme1@gmail.com](mailto:muzahme1@gmail.com)

**Editorial Board:**

Dr. Claudio De Stefano  
Professor, Department of Computer Science  
University of Cassino, Italy.  
E-mail: [destefano@unicas.it](mailto:destefano@unicas.it)

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Professor, Department of Computer Information Systems,  
College of Business  
Missouri State University, USA  
Email: [mikehignite@missouristateuniversity.com](mailto:mikehignite@missouristateuniversity.com)

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Assistant Professor, Waljat college of applied sciences  
Muscat, Oman  
E-mail: [seemavarshey@gmail.com](mailto:seemavarshey@gmail.com)

Dr. Morteza Rashi Barzoki  
Assistant Professor, Department of Industrial Engineering  
Isfahan University of Technology, Iran  
E-mail: [rashi@cc.iut.ac.ir](mailto:rashi@cc.iut.ac.ir)

Mr. Mohsen Fathollah Bayati  
Department of Industrial Engineering  
Iran University of Science and Technology, Iran  
E-mail: [m.fathollah@iust.ac.ir](mailto:m.fathollah@iust.ac.ir)

Dr. Edgardo Palza Vargas  
Teller School of Management  
University of Ottawa, Canada  
Email: [edgardo.palza.vargas.1@ens.elsmif.ca](mailto:edgardo.palza.vargas.1@ens.elsmif.ca)

Dr. Solomon Markos  
Assistant Professor, School of Commerce  
Addis Ababa University, Ethiopia  
Email: [solomonmarkos@yahoo.com](mailto:solomonmarkos@yahoo.com)

Dr. Olu Ojo  
Lecturer, Department of Business Administration  
Osun State University, Nigeria  
Email: [olujoe@yahoo.com](mailto:olujoe@yahoo.com)

Dr. Mohammed-Aminu Sanda  
Visiting Research Fellow, Lulea University of Technology,  
Sweden  
Senior Lecturer, Department of Organization and Human  
Resource Management, University of Ghana, Ghana  
Email: [m.sanda@ug.edu.gh](mailto:m.sanda@ug.edu.gh)

Dr. Khalid Zaman  
Assistant Professor, Department of Economics,  
University of Wah, Pakistan  
Email: [dr.khalidzaman@uw.edu.pk](mailto:dr.khalidzaman@uw.edu.pk)

Dr. Kartinah Ayupp  
Deputy Dean, Economics and Business  
Universiti Malaysia Sarawak, Malaysia  
Email: [akartinah@feb.unimas.my](mailto:akartinah@feb.unimas.my)

Dr. Malayadi Pacha  
Principal, Government Degree College  
Affiliated to Osmania University, India  
Email: [drpm16@yahoo.co.in](mailto:drpm16@yahoo.co.in)

Dr. Anil Anjum  
Assistant Professor, M.S.G. Arts, Science & Commerce  
College, Malgaon, India  
Managing Editor, International Journal of Management  
Studies  
Email: [infoicms@gmail.com](mailto:infoicms@gmail.com)

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Global Research Awardee, Royal Academy of Engineering,  
University of Cambridge, UK  
Email: [andrewmccalister@gmail.com](mailto:andrewmccalister@gmail.com)

Dr. Mohsin Shaikh  
Professor & Head, Department of Management Studies  
SKN College of Engineering, Pune, India  
Email: [shmo16@yahoo.co.in](mailto:shmo16@yahoo.co.in)

Prof. Dr. M Razaulah Khan  
Professor and Head at Dept of Management and Commerce  
Maulana Azad National Urdu University Hyderabad, India  
Email: [mrazaulah@manuu.edu.in](mailto:mrazaulah@manuu.edu.in)

Mr. Kai Pan  
Research Assistant & Ph.D. Candidate, Department of  
Software and Information Systems  
University of North Carolina (UNC Charlotte), USA  
Email: [kpan@unc.edu](mailto:kpan@unc.edu)

Dr. Sundar Kumararaj  
Associate Professor, Commerce Wing, Directorate of  
Distance Education,  
AnnaMalai University, AnnaMalai Nagar, Tamil Nadu, India  
E-Mail: [commerce@sundaraj@gmail.com](mailto:commerce@sundaraj@gmail.com)

Dr. Mohammad Afawin  
Associate Professor, Business Economics Department  
The University of Jordan, Amman, Jordan  
E-mail: [m.afawin@u.jo.edu.jo](mailto:m.afawin@u.jo.edu.jo)

Mr. Dinh Tran Ngoc Huy  
Visiting lecturer, PhD candidate, Banking University HCMC,  
Vietnam  
Email: [dinhtranhuy2010@gmail.com](mailto:dinhtranhuy2010@gmail.com)

Dr. Cüneyt AKAR  
Associate Professor, Department of Business Administration  
Bandirma Onyedü Eylül University, Turkey  
Email: [akar@bae.euiya.edu.tr](mailto:akar@bae.euiya.edu.tr)

Dr. Abdul Hafaz Ngah  
Senior Lecturer, School of Maritime Business and  
Management,  
Universiti Malaysia Terengganu, Malaysia  
Email: [hafaz.ngah@umt.edu.my](mailto:hafaz.ngah@umt.edu.my)

Mr. Mostafa Torabi  
Assistant Professor, Department of Business Administration  
Brandon University, Canada  
E-mail: [torabim@brandonu.ca](mailto:torabim@brandonu.ca)

Dr. Jia Chi Tsou  
Associate Professor, Department of Business Administration  
China University of Technology, Taiwan  
E-mail: [jtsou16@yahoo.com.tw](mailto:jtsou16@yahoo.com.tw)

Dr. Jayjya Duttu Nayak  
Assistant Professor, P.G. Department of Commerce  
Ikkalokote Aulo, College, Berhanpur (Govt. College of  
Odisha), India  
E-mail: [jayjya.duttu@gmail.com](mailto:jayjya.duttu@gmail.com)

Dr. Ionel BOSTAN  
Professor DHC, Doctoral School of Economics,  
Stefan cel Mare University of Suceava (Romania)  
E-mail: [ionel.bostan@fdm.usv.ro](mailto:ionel.bostan@fdm.usv.ro)

Web: <http://ijibm.elitehall.com>

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## RIGHTS AND OBLIGATIONS OF EMPLOYEES IN THE WORLD, IN THE N.MACEDONIA AND DURING THE COVID-19 CRISIS

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Bobana Stefanoska<sup>1</sup>; Mimoza Serafimova<sup>2</sup>

Master student, University „Goce Delcev - Stip”, Faculty of Tourism and Business Logistics, Republic  
of North Macedonia

[bobana.217152@student.ugd.edu.mk](mailto:bobana.217152@student.ugd.edu.mk)

Professor, University „Goce Delcev” - Stip, Faculty of Tourism and Business Logistics, Republic of  
North Macedonia

[mimoza.serafimova@ugd.edu.mk](mailto:mimoza.serafimova@ugd.edu.mk)

### ABSTRACT

A contract of employment is an agreement between an employer and an employee which sets out their employment rights, responsibilities and duties. These are called the 'terms' of the contract. This paper examines the impact of Covid-19 crisis on employees and their rights and obligations contained in the employment contract and during Covid-19 crisis.

*Key words: Covid-19, employees, employers, employment, contracts.*

### I. INTRODUCTION AND LITERATURE REVIEW

The English common law, as formulated by *Blackstone*, viewed employment as a contractual relationship that bound the parties to a continuing relationship. Blackstone stated the rule of presumed duration in simple terms: "If the hiring be general, without any particular time limited, the law construes it to be a hiring for a year. (*W. Blackstone, Commentaries* ¶425) The individual contract of employment provides a central legal concept for analyzing the rights and duties arising out of the employment relation, both when that relation is governed by collective bargaining and when it is defined by individual bargaining. This discussion has focused on the increased emphasis and protection it gives to the rights of individual employees. *Bendix (2001: 3)* describes the labour relationship as "the relationships between people who work and those for whom they work". According to *Nel et al. (1998: 4)* three parties are involved in the employment relationship, directly the employee and the employer and, indirectly, the State. According to these authors, the State is both master and servant of the other two participants. On the one hand, the State holds legislative power and, on the other, it is expected to give assistance to both the other participants in satisfying their respective needs.

### II. RIGHTS OF EMPLOYEES

*Statutory rights* are the result of specific laws or statutes passed by federal, state, or local governments.

Various federal, state, and local laws have granted employees certain rights at work, such as equal employment opportunity, collective bargaining, and workplace safety. These laws and their interpretations also have been the subjects of a considerable number of court cases because employers also have rights. Rights are offset by responsibilities, which are obligations to perform certain tasks and duties. Employment is a reciprocal relationship in that both the employer and the employee have rights and obligations. For example, if an employee has the right to a safe working environment, then the employer must have an obligation to provide a safe workplace. If the employer has a right to expect uninterrupted, high-quality work from the employee, then the worker has the responsibility to be on the job and to meet job performance standards. The reciprocal nature of rights and responsibilities suggests that both parties to an employment relationship should regard the other as having rights and should treat the other with respect.

*Contractual Rights.* When individuals become employees, they are likely to encounter both employment rights and responsibilities. Those items can be spelled out formally in written employment contracts or in employer handbooks and policies disseminated to employees. Contracts formalize the employment relationship. For instance, when hiring an independent contractor or a consultant, an employer should use a contract to spell out the work to be performed, expected time- lines, parameters, and costs and fees to be incurred. An employee's contractual rights are based on a specific contract with an employer.

### III. EMPLOYMENT CONTRACTS

An employment contract is a formal agreement that outlines the details of employment. The contract also identifies employers' actions and restrictions. *Formal agreement* that outlines the details of employment, represented by the union have with the employer. Depending on the organization and individuals involved, employment agreements may contain a number of provisions. Typically, an *identification section* lists the parties to the contract and the general nature of the employee's job duties. The level of compensation and types of benefits are often addressed, including any special compensation, benefits, incentives, or perquisites to be provided by the employer. The employment contract also may note whether the employment relationship is to be for an indeterminate time, or whether it can be renewed automatically after a specified period of time. Finally, the contract may spell out a severance agreement, continuation of benefits, and other factors related to the employee's leaving the employer.

*Noncompete agreements.* Agreements that prohibit individuals who leave an organization from working with an employer in the same line of business for a specified period of time. These agreements can be enforced less often in states such as California than in others. (Joan S. Lublin, 2007) To create an employment contract with a noncompete agreement that is likely to be enforced in most states, it is recommended that the contract have geographical and time limitations. Also, it is recommended that the noncompete agreement be limited to similar jobs and require customer confidentiality. (Lawrence P. Postol, 2007, p.65-73) Such contracts may contain nonpiracy agreements, which bar former employees from soliciting business from former customers and clients for a specified period of time. Other clauses requiring nonsolicitation of current employees can be incorporated into the employment agreement. These clauses

are written to prevent a former employee from contacting or encouraging coworkers at the former firm to join a different company, often a competitor. (Emily B. York, 2009, [www.workforce.com](http://www.workforce.com).)

*Intellectual Property.* An additional area covered in employment contracts is protection of intellectual property and trade secrets. Employer rights in this area include the following: The right to keep trade secrets confidential; The right to have employees bring business opportunities to the employer first before pursuing them elsewhere; A common-law copyright for works and other documents prepared by employees for their employers.

*Implied Contracts.* The idea that a contract (even an implied or unwritten one) exists between individuals and their employers affects the employment relationship. The rights and responsibilities of the employee may be spelled out in a job description, in an employment contract, in HR policies, or in a handbook, but often they are not. The rights and responsibilities of the employee may exist only as unwritten employer expectations about what is acceptable behavior or performance on the part of the employee.

*Employment Practices Liability Insurance.* Workplace litigation has reached epidemic proportions as employees have sued their employers because they believed that their rights were violated. A significant number of employers have purchased employment practices liability insurance (EPLI) to cover their risks from lawsuits. This insurance covers employer costs for legal fees, settlements, and judgments associated with employment actions when individuals file suits alleging wrongful discharge or discrimination, and for other reasons. (For details on EPLI policies, go to [www.epli.com](http://www.epli.com).) To determine the level of risk and premiums to be charged to employers wanting EPLI, most insurance carriers review the employers' HR policies and practices. The review may include a detailed look at an employer's HR policy manuals, employee handbooks, employment forms, and other items. It also may involve an examination of the employer's history of employment-related charges and complaints during the past three to five years. In a sense, such a review can be viewed as an audit of the organizational policies and practices regarding employee rights. ("Evaluating Employment Practices Liability Insurance," Baird-Holm Labor & Employment Law Update, October 2007, 3; Eric Krell, 2006, [www.shrm.org](http://www.shrm.org))

*Employment-at-will (EAW)* - Common-law doctrine stating that employers have the right to hire, fire, demote, or promote whomever they choose, unless there is a law or contract to the contrary. Conversely, employees can quit whenever they want and go to another job under the same terms. National restrictions on EAW include prohibitions against the use of race, age, sex, national origin, religion, and disabilities as bases for termination. Numerous states allow employees to file breach-of-contract lawsuits because of some provisions in employee handbooks. ([www.hrcompliance.ceridian.com](http://www.hrcompliance.ceridian.com)) Over the past several decades many state courts have redefined the employment-at-will and contractual components. Some courts have placed limits on those areas, including when employers exhibit extremely abusive actions. Also, as the nature of workers in their jobs has changed, varying employment contract interpretations have been adapted. (Katherine V.W. Stone, 2007, p.84-101)

*Wrongful Discharge.* Employers who run afoul of EAW restrictions may be guilty of wrongful discharge, which is the termination of an individual's employment for reasons that are illegal or improper. Employers should take several precautions to reduce wrongful-discharge liabilities. Having a well-written employee handbook, training managers, and maintaining adequate documentation are key. A landmark court case in wrongful discharge was *Fortune v. National Cash Register Company*. The case involved the firing of a salesperson (Mr. Fortune) who had been with National Cash Register (NCR) for 25 years. (*Fortune v. National Cash Register Co., 373 Mass. 96, 36 N.E.2d 1251, 1977*)

*Constructive Discharge.* Closely related to wrongful discharge is constructive discharge, which is deliberately making conditions intolerable to get an employee to quit. Under normal circumstances, an employee who resigns rather than being dismissed cannot later collect damages for violation of legal rights. An exception to this rule occurs when the courts find that the working conditions were made so intolerable as to force a reasonable employee to resign. Then, the resignation is considered a discharge.

*Just-cause* is reasonable justification for taking employment-related action. The need for a "good reason" for disciplinary actions such as dismissal usually can be found in union contracts, but not in at-will situations.

*Due process*, like just cause, is about fairness. Due process is the requirement that the employer use a fair process to determine if there has been employee wrongdoing and that the employee have an opportunity to explain and defend his or her actions. Organizational justice is a key part of due process.

*Organizational Justice.* Most people have a need to feel the organization is treating employees justly. A wide range of HR activities can affect that perception of justice, including selection processes, job performance activities and evaluations, and disciplinary actions. Whether employees perceive fairness or justice in their treatment depends on at least three factors that are more psychological than legal in nature. (*Russell Cropanzano, p.34-48*) First, people obviously prefer favorable outcomes for themselves. They decide the favorability of their outcomes by comparing them with the outcomes of others, given their relative situation?" *Fairness* would not include disciplinary action based on favoritism when some are punished and others are not. Fairness is often dependent on employee perceptions, and is ultimately a subjective determination. The second factor, *procedural justice*, focuses on whether the procedures that led to an action were appropriate, clearly understood, and provided an opportunity for employee input?" Due process is a key part of procedural justice when making promotion, pay, discipline, and other HR decisions. If organizations provide procedural justice, employees tend to respond with positive behaviors that benefit the organization in return. Interactional justice is based on perceived fairness about how a person interacts with others.

*Complaint Procedures and Due Process* Complaint procedures are provided by employers to resolve employee complaints or grievances. In most cases, the complaint procedures used to provide due process for unionized employees differ from those for nonunion employees. For unionized employees, due process



usually refers to the right to use the formal grievance procedure specified in the union contract. Due process may involve including specific steps in the grievance process, imposing time limits, following arbitration procedures, and providing knowledge of disciplinary penalties. Due process procedures for at-will employees are more varied than for union workers and may address a broader range of issues. Many organizations have a variety of means for addressing workplace disputes. (Margaret R. Bryant, 2009, [www.shrm.org/research](http://www.shrm.org/research)) Numerous employers, especially smaller ones, use an “open-door” policy, which means that anyone with a complaint can talk with a manager, an HR representative, or an executive. However, often the door is not really open, especially if criticisms or conflicts are part of the complaint. For example, despite such a policy, an employee won a judgment against Wal-Mart because of threats from a coworker that were not responded to sufficiently by management. (*White v. Wal-Mart, Ohio Ct. App. 11th Dist., May 2, 2008*)

*Arbitration Disagreements* between employers and employees often can result in lawsuits and large legal bills for settlement. Most employees who believe they have experienced unfair discrimination do not get legal counsel, but their discontent and complaints are likely to continue. Consequently, to settle disputes, a number of employers are using arbitration in nonunion situations. Arbitration is a process that uses a neutral third party to make a decision, thereby eliminating the necessity of using the court system. Arbitration has been a common feature in union contracts. However, it must be set up carefully if employers want to use it in nonunion situations. Because employers often select the arbitrators, and because arbitrators may not be required to issue written decisions and opinions, many see the use of arbitration in employment-related situations as unfair.

*Ombuds.* Some organizations ensure process fairness through ombuds— individuals outside the normal chain of command who act as independent problem solvers for both management and employees. At a number of large and medium-sized firms, ombuds have effectively addressed complaints about unfair treatment, employee/supervisor conflicts, and other workplace behavior issues. Ombuds address employees’ complaints and operate with a high degree of confidentiality. Any follow-up to resolve problems is often handled informally, except when situations include unusual or significant illegal actions.

#### **IV. INDIVIDUAL EMPLOYEE AND EMPLOYER RIGHTS ISSUES**

Employees who join organizations bring with them certain rights, including freedom of speech, due process, and protection against unreasonable search and seizure. Globally, laws and policies vary, which means more issues for employers with expatriates and local workers in different countries. For example, an employee who voices threats against other employees may face disciplinary action by the employer without the employee’s freedom of speech being violated. Employers have legitimate rights and needs to ensure that employees are doing their jobs and working in a secure environment, while employees expect their rights, both at work and away from work, to be protected.

*Right to privacy.* An individual's freedom from unauthorized and unreasonable intrusion into personal affairs. The dramatic increase in Internet communications, twitters, specialized computers, and telecommunications systems is transforming many work-places. That is why having an HR culture that

incorporates privacy as a key component is important. (*Rita Zeidner, 2008, p.37-41*)

*Employee Medical Records.* Recordkeeping and retention practices have been affected by the following provision in the Americans with Disabilities Act (ADA): Information from all medical examinations and inquiries must be kept apart from general personnel files as a separate confidential medical record available only under limited conditions specified in the ADA. As interpreted by attorneys and HR practitioners, this provision requires that all medical-related information be maintained separately from all other.

*Security of Employee Records.* It is important that specific access restrictions and security procedures for employee records be established. These restrictions and procedures are designed to protect the privacy of employees and to protect employers from potential liability for improper disclosure of personal information. For instance, security breaches can occur through employer records regarding an employee's Social Security data, home address, and family details, especially by electronic means. (*Jared Shelly, 2009, p.34-36.*) A legal regulation called the Data Protection Act requires employers to keep personnel records up-to-date and to keep only the details that are needed.

*Employees' Free Speech Rights.* The right of individuals to freedom of speech is protected by the U.S. Constitution. However, that freedom is not an unrestricted one in the work- place. Areas in which employees' freedom of speech has collided with employers' restrictions are controversial views and whistle blowing.

*Employee Advocacy of Controversial Views.* Questions of free speech arise over the right of employees to advocate controversial viewpoints at work.

*Whistle Blowing and Sarbanes-Oxley.* Individuals who report real or perceived wrongs committed by their employers are called whistle blowers. The reasons why people report actions that they question vary and often are individual in nature. (*Marcia P. Miceli, et al., 2009, p.379-397.*) Whistle blowing can appear to show a lack of loyalty on the part of an employee, although that may not be a correct interpretation. The Sarbanes-Oxley Act is intended to remedy company ethical breaches. It adds protection for whistle blowers. But an antiretaliation provision covers only complaints made to certain entities, such as a manager/executive and federal regulatory or law enforcement agencies. (*Catherine Rampell, 2009, p.4.*)

*Balancing employer security and employee rights.* Balancing employer and employee rights is becoming more difficult. On one side, employers have a legitimate need to ensure that employees are performing their jobs properly in a secure environment. On the other side, employees expect the rights that they have both at work and away from work to be protected. The commonplace monitoring of e-mail and voicemail is only one way employers watch the workplace. Technology gives employees who leave an employer the opportunity to take a great deal of valuable company secrets or data with them. For this reason (and others as well), workplace monitoring has increased.

## V. EMPLOYEE DISCIPLINE

Discipline is a form of training that enforces organizational rules. Those most often affected by the discipline systems are problem employees. Fortunately, problem employees comprise a small number of employees. If employers fail to deal with problem employees, negative effects for other employees and

groups often result. Common disciplinary issues caused by problem employees include absenteeism, tardiness, productivity deficiencies, alcoholism, and insubordination. Often, discipline occurrences are seen differently by managers and employees. Whereas managers may see discipline as part of changing workers' behaviors, employees often see discipline as unfair because it can affect their jobs and careers.

## VI. OBLIGATIONS OF EMPLOYEES

Employees have responsibilities towards their employers, even if they work part time or don't have a written contract with their employers. These are the main responsibilities of employees: to personally do the work they were hired to do, to do their work carefully and seriously (In some cases, they could be fired or disciplined if they're often late for work, or if they're absent too often or for no good reason) to avoid putting themselves or others in danger, to follow their employer's instructions (For example, if an employer asks an employee to do something dangerous or illegal, the employee doesn't have to follow these instructions), to be loyal.

(<https://educaloi.qc.ca/en/capsules/rights-and-responsibilities-of-employers-and-employees/>)

## VII. RIGHTS AND OBLIGATIONS OF EMPLOYEES AND EMPLOYERS DURING THE COVID-19 CRISIS

*Employers right and obligations:* Employers are obliged to ensure a safe and healthy work environment for their employees, temporary workers, trainees, volunteers and specific self employed persons. If an employer violates this obligation, he is liable for non-compliance damages. To ensure a safe and healthy working environment, employers should do "everything reasonably possible" to prevent ill employees. Employers may consider the following actions: Follow the guidelines and reasonably instruct employees to wash their hands regularly, sneeze and cough inside elbow and use paper tissues; Regularly check official sources to be fully and accurately informed about the outbreak and the advised official measures; Team up closely with the company doctor on inter alia specifically advised measures; Provide specific protective equipment, such as disinfecting hand gels; Inform employees unambiguously about steps, including measures (to be) taken; Limit close physical contact as much as possible and organize calls instead of meetings; Postpone assignments or re-assign expats; Postpone or cancel events, trainings, receptions, trips and/or similar; Intensify cleaning services; Don't work at different offices/locations, if not necessary; Promote working from home; Under GDPR (General Data Protection Regulation) employers are allowed to ask employees, if they visited so-called risk area's determined by the RIVM. Employers should assess whether this entails a risk for any employee; Install a Corona 'prevention' team, also to centralize communications. If an employer shares an office building with other companies, it is advised to install a cross-company prevention team; Check existing health and safety policies, and update these if required; Diligently document actions performed.

(<https://www.hvglaw.nl/wp-content/uploads/Law-alert-Corona-EN.pdf>) Besides the obligation to ensure a safe and healthy working environment, the employer may also take certain actions to ensure smooth continuation of daily business; The employer may instruct employees to follow certain hygiene guidelines and sanction employees for non-compliance; The employer may, in principle, oblige an employee to perform work remotely or to go on a business trip. In view of the obligation to ensure a safe working

environment, it is essential to make a careful assessment in this respect; The employer is in principle not permitted to medically test an employee on suspicion of a coronavirus infection. An employer should refer the employee concerned to a general practitioner or the company doctor; Employers may request the relevant authorities for a temporary work time reduction permit, if the work capacity is minimally 20% decreased.

*Employee rights and obligations:* Surely, employees may have a variety of questions and uncertainties. In this respect employees have the following rights and obligations: The employee is in principle not entitled to stay home out of fear for infection. The employee may be entitled to a specific leave for e.g. an ill child or due to a suddenly closed school. Emergency leave: e.g. if the school is suddenly closed and the employee has to find a babysitter. If the employee cannot find a babysitter, the employee should consult with the employer and holiday leave should be taken. Short-term care leave: e.g. the employee has to take care of an ill child. It can be argued that employees, as good employees, should inform the employer of such information to enable him to ensure a safe and healthy working environment. In principle, quarantined employees, who are unable to work due to the coronavirus, are entitled to wage continuation and cannot be requested to take up holidays. Private trips cannot be prohibited, at best discouraged. However, if an employee travels to a designated risk area, employees should consult with the employer not to jeopardize the right to wage continuation in the event of illness due to the coronavirus. (<https://www.hvglaw.nl/avp-content/uploads/Law-alert-Corona-EN.pdf>)

## VIII. THE IMPACT OF COVID-19 CRISIS ON BUSINESSES AND LABOR MARKETS IN THE WORLD

### *Globally*

The COVID-19 pandemic has triggered one of the worst jobs crises since the Great Depression. There is a real danger that the crisis will increase poverty and widen inequalities, with the impact felt for years to come. Countries now need to do everything they can to stop this jobs crisis from turning into a social crisis. Reconstructing a better and more resilient labour market is an essential investment in the future and in future generations. (<https://www.oecd.org/employment/covid-19.htm>) This jobs crisis risks turning into a social crisis. In the sectors most affected, up to half of all workers have part-time or temporary contracts or are self-employed. Many lack job security and have limited access to unemployment benefits. Countries have provided extraordinary levels of support and should do all they can to maintain it for the most vulnerable, while working to build more inclusive and resilient labour markets. (<https://www.oecd.org/employment-outlook/2020/>)

Such dramatic economic downturns have had profound effects on the global labour market. As of January 2021, more than 90 percent of the world's workforce lived in countries where business closures were still in place for at least some economy sectors. Unemployment has also increased in many countries affected by the COVID-19 crisis, though unemployment figures alone do not capture the full extent of the labour market impact for two primary reasons. First, many workers who have suffered job losses during the COVID-19 pandemic are not actively looking to find new jobs, and are therefore classified as "inactive" or "out of the labour force" in official statistics. Increases in inactivity have, in fact, outpaced increases in

unemployment in a majority of countries (*Figure 1*) (*International Labour Organization, 2021*).



**Figure 1: Change in employment from 2019 to 2020 in the World**

For workers who have recently lost their jobs, finding a new one amid a recession can be exceedingly difficult. Second, even while still in paid work, many workers have had to reduce their working hours as a result of the pandemic. Therefore, looking at declines in total hours worked offers a complete picture of the labour market impact of the crisis. According to the International Labour Organization (ILO), global working hours declined by 17.3 percent in the second quarter of 2020. (*International Labour Organization (2020)*) This is equivalent to 495 million full-time jobs lost. By the end of the year, total working hour losses were roughly four times greater than during the Great Recession in 2009. (*International Labour Organization, 2021*) These dramatic reductions in working hours have been accompanied by equally dramatic reductions in income. Global labour income declined by 8.3 percent in 2020, amounting to a loss of USD 3.7 trillion, or 4.4 percent of global GDP. (*International Labour Organization, 2021*)

While most governments have adopted measures to protect workers from labour market shocks related to COVID-19, there has been a large degree of variation in the responses and policy packages implemented by different countries. The landscape of work has changed dramatically as a result of COVID-19. Many workers have begun working from home, while others have had to reduce their working hours. At the same time, employees in key professions may have seen their workload increase dramatically while being exposed to additional workplace stressors and health risks. Changes to workplace conditions and cultures brought on by the crisis are likely to have long-lasting impacts.

**Four key pillars to fight COVID-19 based on International Labour Standards**

*Pillar 1:* Stimulating the economy and employment - active fiscal policy, accommodative monetary policy, lending and financial support to specific sectors, including the health sector.

*Pillar 2:* Supporting enterprises, jobs and incomes – extend social protection for all, implement employment retention measures, provide financial/tax and other relief for enterprises.

*Pillar 3:* Protecting workers in the workplace – strengthen OSH measures, adapt work arrangements, prevent discrimination and exclusion, provide health access for all, expand access to paid leave.

*Pillar 4:* Relying on social dialogue for solutions – Strengthen the capacity and resilience of employers’ and workers’ organizations, strengthen the capacity of governments. strengthen social dialogue, collective bargaining and labour relations institutions and processes. (*ILO MONITOR: Covid-19 and the world of the work, 2nd edition, 7 April, 2020*).

#### **North Macedonia**

Since the beginning of the COVID-19 crisis in the Republic of North Macedonia, the future is still uncertain. The Republic of North Macedonia has made some progress and is at a good stage of preparation in developing a functioning market economy. But, the COVID-19 crisis hit the economy after years of unprecedented export growth, worsening expectations that both net exports and FDI would continue to make a positive and increasing contribution to economic growth in the short to long term. Early indications point to a significant disruption in global trade as a result of the COVID-19 pandemic. The negative impact is spreading from one country to another and from one sector to another through supply chain networks as government action to contain the spread of COVID -19 intensifies. The extent to which firms are interconnected magnifies the importance of indirect shocks relative to direct losses from the pandemic. Hit hard by the pandemic, the economy slipped into recession in 2020, with gradual recovery in 2021.

The pandemic has had a negative impact on overall economic activity in North Macedonia. A GDP growth in 2021 is forecasted to 3.5%, compared to GDP 2020 decline by -4.5%. Exports of goods and services fell by 10.9% in nominal terms, while imports declined by 10.5%. Household final consumption decreased by an estimated 5.6% in 2020. The unemployment rate declined throughout 2020, reaching 15.9% in the second quarter of 2021. The government implemented a strong fiscal response to mitigate the crisis impact on households and firms. The fiscal deficit rose to 8.2 % of GDP in 2020 while the public debt level rose sharply to 60.2 % of GDP. Capital expenditure was cut in a budget revision to create space for crisis-related transfer payments. The authorities took some additional measures to improve fiscal transparency, although a fully operational state aid registry is yet to be developed. (<https://www.fairwear.org/covid-19-dossier/worker-engagement-and-monitoring/country-specific-guidance/covid19-north-macedonia/>)

To prevent the spread of COVID-19, the Government of North Macedonia adopted various economic measures aimed at job and income protection. Despite this, data from the Employment Agency for the period March 2020 to February 2021 show an increase of almost 50% in the number of registered unemployed (from 107,732 to 159,608). In comparison, during the same period one year before (March 2019 to February 2020) this number had remained practically unchanged. According to the information from the Employment agency, 17,026 persons lost their job during the COVID-19 crisis (in the period of 11 March to 31 December 2020), i.e. 10.8% of all persons registered as unemployed on 31 December 2020. (*Gerovska, M.M., 2020/21*)

As a response to the crisis, the government devised measures to alleviate socio-economic consequences of the pandemic in six subsequent economic packages. The sets relating to workers and labor market could be roughly classified as those aimed to save jobs through subsidizing wages and supporting companies' liquidity; and those aimed to prevent and/ or compensate income loss among citizens. The protocol for preventive measures for all jobs, arising from the Plan to reduce restrictive measures to prevent the spread of coronavirus, defines activities to be undertaken in working environments: Hand hygiene; Respiratory hygiene; Physical distancing (1,5-2 m in working locations); Reduce and organize work-related trips; Regular cleaning and disinfection of the working environment; Communication, training and risk education; Managing people with COVID-19 or their contacts. The implementation of the government's previous packages of measures to support businesses and workers was not consistently implemented by the beneficiaries. Macedonian Occupational Health and Safety organization (MOSHA) is actively working on raising awareness on extended measures for workers safety. Many of the activities include translating fighting COVID-19 guidance, or how to act in the situation of contracting COVID-19 and have COVID – 19 manifestation.

## IX. CONCLUSION

The employment relationship is reciprocal, in which both employers and employees have legal and contractual rights as well as responsibilities. The employee has an obligation to conscientiously and with quality perform the work for which he has concluded an agreement with the employer and to respect the requirements, instructions and regulations imposed on him, and in return must receive adequate compensation for the work performed, safe working conditions and right to privacy. Employers, employees and their organizations should work with health authorities to prevent and control Covid-19 virus. International labor standards for the rights and responsibilities of employees and employers for safety and health at work must be respected. Employers should plan and implement measures to prevent and mitigate COVID-19 in the workplace and provide personal protective equipment. Employees have a responsibility to take reasonable care of themselves and the health and safety of others and have an obligation to cooperate with their employers in implementing preventive and control measures, as well as to participate in training provided by the employer.

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