



Termination of Employment Due to Covid 19: Issue, Challenges and Countermeasures in Malaysia

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Abstract. The purpose of this research regarding the termination of employees due to Covid-19 has convey us the reality of working world that has badly affected both employees and employer during this pandemic. This research focuses on the conditions of lawful termination, difference of termination between local and foreigners and to know the rights of employees to get compensation if they were being terminated unlawfully. This research has given a better understanding about the rights as an employer and employee in order to prevent injustice to any of the party. Malaysia has done little to protect low-wage workers from the effects of Covid-19 which could hurt the economy thus, the Government is urge to enact new laws in governing this issue. Thus, surviving this pandemic while sustaining a business and jobs should be done two ways, an agreement should be made by employer and employees if both of them agreed to use another initiative rather than termination, this is to ensure that employee's rights are still preserved if they were protected under Employment Act 1955 and to prevent the employer from taking advantage of the employees when they decided that they can negotiate the terms given by the company.

Keywords: Covid 19 · employee · protection · termination

1 Introduction

The Covid-19 pandemic has badly affected socioeconomic in Malaysia and the negative impacts can be clearly seen on jobs, incomes and livelihoods of Malaysian citizens. Even though there was initiative by the Government such as “Prihatin Rakyat” announced on 27 March 2020 and additional “Prihatin stimulus package” on 6 April 2020 in order to support businesses starting from the first Movement Control Order (MCO), however, it still could not save all employer and employees thus it has been reported by International Labour Organization (ILO), thousands of workers both locals and foreign has lost their jobs due to this pandemic. There are increases in number of cases of migrant workers being unfairly treated where the common issue is they did not get paid or being terminated as they were the employees that will be first to be fired compared to locals as stated in

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Section 60N of Employment Act 1955 that employer shall reduce his workforce by reason of redundancy must not terminate the services of a local employee unless the all foreign employees employed has been terminated.

Throughout this research, we will be discussing on the issues that arises during the termination of employment due to Covid-19. In Sect. 1 we manage to understand the main issues of the termination of employment due to Covid-19. In Sect. 2, we analyze possible goals to achieve regarding this termination of employment and to have a better understanding about the problems that employees need to face. In Sect. 3 we collected research methodologies and in Sect. 4 we describe the result analysis that we found during this research and discussed the issues arises. On the other hand, in Sect. 5, we cover the benefits that we get during this research and we discussed the alternative ways that can be done by the employer to protect their employee's rights rather than just fired them right away. Lastly, in Sect. 6, we conclude our research regarding the termination of employment due to COVID-19 by mentioning the overview of all of the main points that has been discussed.

2 Background and Literature Review

In this section, we will be doing review through various journals written by scholars in order to come out the relevant issues regarding to termination of employment due to Covid-19 in Malaysia. We aim to examine the issues on the conditions lead to fair termination of employment, the selection of employees to be terminated of the employment by considering the nationality and seniority and the compensation that can be rewarded to the employees who are being terminated due to Covid-19 and other relevant issues.

i. Conditions of lawful and fair termination of employment during Covid-19

The main issue is whether termination of employment due to Covid-19 is lawful and fair under different conditions. The conditions include financial difficulties facing by the employers and the application of common law principle, force majeure. As frankly speaking, termination of employment usually occurred by the decision of employers to dismiss their employees under contract of employment especially during Covid-19. It might be caused by different predicaments faced by the employers but it is necessary to ensure that it is fair termination against the employees under different conditions.

The first condition needed to be examined is in the circumstance that the financial difficulties faced by the employers on business and cause them to dismiss the employees. According to the research, the employers are actually possible to retrench the employees, however, they have to take all the reasonable steps to mitigate the financial loss before making decision on termination (Zakiyy, 2020). For instance, the implementation of cost-saving by cutting wages of employees if the employers obtain the approval from the Director General according to Section 24(7) of Employment Act 1955 for raising the ground that Director General thinks fit such as insufficient fund to operate business due to Covid-19. Only after the reasonable steps to mitigate the financial issues have been taken before retrench the employees can lead to fair termination of employment. Refer to the case of Tharmabalan Suppiah Velliah v. MSL Travel Sdn Bhd (2019), the fact provides that the employer took all steps to stay in the business which were reducing the overheads, removing premises and no replacing employees. It was held that the

employer has rights in lawfully retrenching the employee. Therefore, it can lead to fair termination of employment due to Covid-19 in condition the employers mitigate the financial problem before retrenching the employees.

Moreover, we examine that whether termination of employment is lawful and fair due to Covid-19 by applying the principle of force majeure. Force majeure is a common law principle that applied as clause in contract that allows both parties to be discharged from the liability of obligation of contract when there is unforeseen event that is beyond the parties' control. However, Covid-19 is still insufficient for the application of force majeure as according to the research that it has not been declared as a force majeure event. (Gemayel, 2020) Hence, the employers still need to refer to the labour law to make decision on fair termination of employment instead of the doctrine of force majeure which is not applicable in Covid-19 for employment provision. Hence, under this subsection, it can be concluded that there is always issue on unfair termination arose during Covid-19 while the termination of employment is fair under the condition that the employers have taken all steps to mitigate the financial problems before retrench the employees. Additionally, the principle of force majeure cannot be applied.

ii. Selection of employee to be terminated of the employment by considering the nationality and seniority during Covid-19

The second significant issue is whether the local employees and the employees who have more working experience will respectively have the advantage over the foreign employees and the lesser working experience employees in termination of employment during Covid-19. According to the research, during the pandemic, to reduce the manpower to maintain the business, the selection to terminate employee regarding to nationality still need to be following what had prescribed under labour law which Section 60N of Employment Act 1955 provides that foreign employees shall be first terminated before local employees for redundancy. (Qian & Govindasamy, 2020) Hence, the local employees can be said as take advantage over foreign employees, however, this is actually can be seen for preserving the interest of the Malaysian citizens.

Same situation goes to the concern of termination of employees based on seniority which is whether the lesser working experience employees will be terminated first before more working experience employees. Linked to research, this doubt could actually be solved by following golden principle of Last in First Out (LIFO). (Razak et al., 2021). This principle is compelled to be abided by employers in selecting employees who should be terminated first in normal circumstance and even Covid-19. Hence, the new employees who is the last to be employed should be dismissed first. Refer to Tharmabalan's case stated in first issue, the employer had followed the principle of LIFO to retrench lesser experience worker thus the court held it is lawful retrenchment and the claim of employee was dismissed. Therefore, the issue discussed here is regarding to selection of employees to be terminated first based on nationality and seniority.

iii. Employees' rights to get compensation and termination benefits and other relevant issues

The following issue regarding termination of employment due to Covid-19 is whether the employees who are terminated of employment will be entitled to get compensation and termination benefits. Sometimes, due to most of the employees are layman in law field thus they are not discovered that fundamental rights have lost when they are terminated

by some dishonest employers. Thus, after doing the research, the knowledge obtained is that the employees can be compensated by the employers if the employers terminate them without reasonable cause or even just solely due to Covid-19 is insufficient to lead to fair termination unless the employers comply what had stated in the first issue that they take steps to mitigate the loss before making the retrenchment decision. (D'Angelus et al., 2020) The employees must immediately take action to court for claiming compensation for unlawful termination. Besides, the employees who are retrenched due to Covid-19 have also the rights for termination benefits laid under the Employment (Termination and Lay-Off Benefits) Regulations 1980 as payment for the loss of employment.

In addition, there are also other issue that related with the topic of termination of employment due to Covid-19. The issue is concerning about the impact towards socio-economic which is whether the termination of employment will cause great economic disparity. From reviewing the journal, the issue discovered is that low income employees become economic victims as most of them are forced to stop working due to their nature of job like manual labour that require them to use facilities provided in workplace thus they unable to work from home. (Tumin, 2020) They are forced to be the victim of termination of employment as if they still continue working at public place, they will subsequently be having close contact with people and facing high infection risks. In contrary, the employees with higher paid have lower rate to be terminated because normally their work is more on office based working, they are allowed to work from home. Thus, it is without reasonable doubt that there is lower rate of termination of employment for higher paid employees than lower paid employees during Covid-19. Nevertheless, this apparently might cause the economic disparity and unfair for those employees who has lower income.

In a nutshell, from reviewing various recent journals, there are several issues can be raised regarding to termination of employment due to Covid-19 which are the conditions to constitute fair termination, selection of employee to be terminated of employment by considering nationality and seniority, the employees' rights to get compensation and termination benefits and the impact towards socioeconomic.

3 Research Methodologies

In our research paper, we will be conducting the exploratory research method. The process of studying a subject that has not previously been explored or extensively investigated is known as exploratory research. Exploratory research is typically performed to gain a better knowledge of an existing problem, but it seldom yields a definite outcome. (Question Pro, 2021) This method is the most suitable for our research topic as this pandemic is a rare occurrence and our country has never taken such extreme measures to contain the virus until it has severely affected the working world. We will be exploring the problems that drive the increasing termination of employment in the working world, as well as extracting data and statistics through research websites in order to get a clearer picture on the phenomena of employment termination issue during this Covid-19 pandemic. For our research, we will be mainly using websites as our primary references as we are unable to go out for physical interviewing and surveys.

1. Method of collecting data

The method that will be used to collect data is through research websites. Due to the pandemic, our research team are unable to go out and conduct physical surveys or personal visits to affected companies. Hence, we will be using the latest websites on research done by scholars and professors. The websites that we will be using are based on official organizations such as the Malaysian Employers Federation (MEF), JobStreet, Statistics Department (Dosm), Employment Insurance System (EIS), and so on. The reason we used these websites as our references and data collection is because these organizations are legal organizations and that their data on their websites are more than likely to be true. (Malaysian Employers Federation, 2021) Besides, we will be referring to online statutes such as the Employment Act 1955, Workmen's Compensation Act 1952, and the Industrial Relation Act 1967. These statutes will be our reference to determine whether there are any express or written provisions in governing the special termination issue such as in this Covid-19 pandemic. Furthermore, we will also refer to online articles and newspapers for the latest updates on the working world, which will help us to get the latest updates and info on issues especially relating to employment termination issues. By harmonizing all the data that we collected, read together with provisions in the statutes, we can determine whether in certain circumstances, which termination of employment is lawful and which one aren't.

2. Functionality of data analysis and research method

Extracting information from the websites, we will be mainly taking research data and survey statistics such as unemployment rates, termination rates, and the age categories of the affected individuals. Firstly, the unemployment rates and termination rates will let us determine the number or percentages of overall workers or employee that are affected in this pandemic. Secondly, from the results of the survey statistics, we will extract the various reasons for the termination of employment, which will help us to understand better on what is driving the phenomenon of mass termination of employment during this Covid-19 period. Thirdly, we will assess the hardships faced by the employers, through online articles, websites and newspapers. Furthermore, the survey data that we collected will lead us to determine which sectors of work is the most adversely affected by the MCO imposed by the government and how does the employers cope with it. For instance, data such as closing business rates, survey results from employers, and latest news tells us about the current trend of affected communities.

3. Complications in methodology

In our research, not only are we facing the difficulty of getting out and obtaining results through physical interaction, we are getting some slight inconsistencies and difference in data and statistics when we are extracting them from various research analysis and scholar papers. To overcome this, we will first extract the data from the most trustable and valid source such as official organizations, and particularly survey results done by Professors in the related field. This helps us to get the most accurate and consistent results as the data are carefully and correctly obtained.

4 Analysis

A. Retrenchment analysis based on age and nationality

In this research paper we will be discussing about the rate of unemployment. The first issue would be whether employers may retrench their workers due to age and nationality during Covid-19 outbreak. Covid-19 makes no distinction between domestic and foreign labour. However, foreign workers, particularly illegal migrants, have been on the front lines of Covid-19 infection and socioeconomic consequences in Malaysia.

Table 1. Number of Active Migrant Workers with Visit Pass Temporary Employment (VP-TE), By Nationality June 2019

| Nationality | Sector | | | | | Total | |
|--------------|-----------------|----------------|----------------|----------------|----------------|----------------|------------------|
| | Domestic Worker | Construction | Manufacturing | Services | Plantations | | Agriculture |
| Indonesia | 90,718 | 162,421 | 136,394 | 43,325 | 205,177 | 75,890 | 713,925 |
| Nepal | 60 | 7927 | 251,503 | 73,892 | 3045 | 9886 | 346,313 |
| Bangladesh | 122 | 197,796 | 206,843 | 85,350 | 34,657 | 19,884 | 544,652 |
| India | 1059 | 11,033 | 2902 | 51,142 | 28,603 | 26,239 | 120,978 |
| Myanmar | 66 | 11,704 | 79,186 | 16,151 | 906 | 3789 | 111,802 |
| Pakistan | 29 | 27,464 | 3329 | 9098 | 5764 | 16,943 | 62,627 |
| Philippines | 32,154 | 2939 | 4599 | 6132 | 3445 | 3747 | 53,016 |
| Viet Nam | 432 | 2804 | 14,195 | 2012 | 51 | 560 | 20,054 |
| China | 196 | 9593 | 1337 | 5272 | 12 | 24 | 16,434 |
| Thailand | 318 | 951 | 193 | 12,256 | 547 | 2196 | 16,461 |
| Sri Lanka | 553 | 240 | 3315 | 1127 | 186 | 154 | 5575 |
| Cambodia | 1447 | 130 | 1211 | 647 | 101 | 346 | 3852 |
| Lao PDR | 15 | 0 | 9 | 13 | 0 | 4 | 41 |
| Total | 127,169 | 435,002 | 705,016 | 306,417 | 282,494 | 159,662 | 2,062,427 |

Source: Ministry of Human Resources (MOHR), 2019.

From “The outbreak of Covid-19 in Malaysia: Pushing migrant workers at the margin,” by A. Wahab, 2020, *Social Science & Humanities Open*, 2(1), (<https://doi.org/10.1016/j.ssaho.2020.100073>). CC BY.

Per the Malaysian budget for 2020, there have been officially 2.2 million documented foreign employees, or 15% of the national labour force of 15 million people, as of the end of 2018, and many more illegal foreigners. Based on Table 1, we can see that manufacturing division has the most foreign workers compared to all of them. During pandemic manufacturing division has the greatest hit other than. Not only that we can see too that in the agriculture division, it has the least of foreign workers. This source of data provided by MOHR (Wahab, 2020).

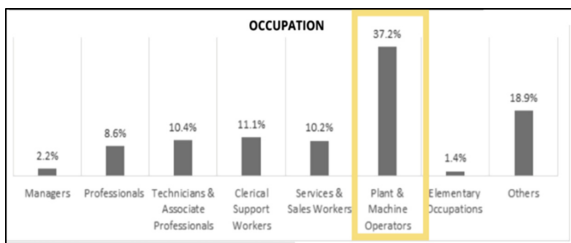


Fig. 1. Potential Retrenchment According to Industry and Occupation Among HRDF-Registered Employers

From “Potential Employment and Retrenchment Amidst the Challenging Economic Climate,” by Human Resources Development Fund, 2020, (https://hrdcorp.gov.my/wp-content/uploads/2021/03/7_2020_INDUSTRY-TRAINING-INT-ELLIGENCE-REPORT.pdf).CCBY.

Based on Fig. 1, it seems that it most likely workers from plant and machine operators might get retrenched first. During this pandemic, the government implemented MCO and working from home for safety purposes. So instead of manpower they can replace it with machinery without human interaction. (Human Resources Development Fund, 2020) Migrant labourers have experienced enormous mass layoffs. The closing from several important garment and textile enterprises in supply chains has had a significant effect on the business, which is primarily migrant. The government has stated that it will review its foreign worker policy in light of the difficulties faced by migrants and that it will seek to limit their figures to provide more jobs for locals. However, it is critical that the current adjustments do not threaten the growth in the economy. A short-term benefit (getting rid of foreign workers to cope with the crisis) should not be followed by a long-term loss according to last in first out principle. In companies with foreign workers employed in a similar capacity as local employees, Section 60N of Employment Act 1955 mandates that the services of foreign workers are to be terminated first as they are to comply with “Last in First Out”.

B. Observation and analysis on wrongful retrenchment

The second issue is whether Conditions of lawful and fair termination of employment during Covid-19. In general, there seem to be three reasons for valid and fair dismissal which are misconduct, poor performance, and retrenchment. The employer is required to prove that the discharge was procedurally and technically fair in order to assess whether it was fair. The employer is required to demonstrate that the employee was fired for good reason. Furthermore, the employer must demonstrate that they followed a feasible termination procedure that included an investigation before dismissing the employee. What defines reasonable cause and the practical technique of inquiry for dismissal are typically subjective tests that must be based on the facts of each case. The employer must demonstrate that the reason is legitimate. In the case of *Mohd Zakir Yusoff v Telarix (M) Sdn Bhd (2020)* the employer opted to retrenchment its employees due to the firm’s financial difficulties but, it was revealed that the company had offered for three positions that were identical to the employee’s position just a few months after the retrenchment. Due to the, employer failed to prove true redundancy, the court ruled that the layoff was illegal. As a result, in the COVID-19 situation, the employer must establish that COVID-19 has had a financial impact on the business in order to retrench the workers.

The judge held in *Maybank Discount Bhd v. Nooraini bte Mohd Ishak (1994)* that the employer had legitimately implemented its prerogative by providing evidence of losses of around RM11 million over two years and the closure of one of the company’s branches. In the matter of *Tharmabalan Suppiah Velliah v. MSL Travel Sdn Bhd, (2019)* the employer established that reasonable steps had already been taken to reduce corporate losses prior to the retrenchment. For example, moving to a new location, not substituting resigned staff with new ones, and lowering overhead costs. The employer was able to show the court that he had completed two pay out procedures. All workers, including Tharmabalan Suppiah, knew the company’s declining profits, according to the evidence.

Workers were also notified that the retrenchment was done in accordance with the LIFO principle. As a result, the court determined that the employer took all reasonable steps to stay in business and that the selection of employees for retrenchment was fair. Employees who have been laid off are entitled to benefits under Section 60J of Employment Act of 1955.

The third issue is whether employers have termination benefits payable upon retrenchment. When an employee is retrenched due to a redundancy scenario, the affected employee must be compensated for his layoff depending on his years of service with the business. The purpose of the compensation is to assist the retrenched employee in coping with the serious obstacles that arise as a result of his layoff and to allow him survive until he secures another decent job. This is in addition to thanking him for his dedication and devotion to the organisation. In *Lloyd v Brassey*, (1969) it was declared that among other things, that redundancy compensation “is not unemployment pay.” “Not,” I say again. Even if he finds another work right away, he is liable to the entire redundancy money. If an employee earns less than RM2,000 per month, his or her access to a termination pay out upon retrenchment is contingent as to whether or not he is protected by Employment Act 1955. Regulation 6 outlines the broad conditions under which workers are entitled to payment of termination or layoff benefits. It states that an employer is responsible for paying termination or lay-off benefits to a worker who has been working for at least twelve months under a continuous service contract. The termination benefits payable are as follows, if he has been working for less than two years, he is entitled to ten days’ pay for each year of service. If he has been working for two years or more but less than five years, he is entitled to 15 days’ pay for each year of service; if he has been engaged for five years or more, he is entitled to 20 days’ pay for each year of service. If a worker is not protected by Employment Act 1955, he or she is only liable to termination benefits if his or her employment contract states so. If the agreement is unclear on termination benefits, it is up to the company to decide whether or not to pay them and how much to pay. Employers may be exempt from paying retrenchment benefits if they are implementing a retrenchment owing to substantial financial difficulties. In the case of *Equant Integration Services Sdn Bhd (In Liquidation) v. Wong Wai Hung* (2012) it was ruled that, under the Employment (Termination and Lay-Off Benefits) Regulations 1980, a person who has worked for more than a year can be entitled to ten days’ pay for each year of service. For the others, it would be determined by his employment agreement or, in the case of union workers, the duration of their individual collective bargaining agreements. A normal industry labour practise is to pay the retrenched worker a one-month to one-year wage for their service.

5 Future Work

COVID-19 pandemic has largely affected the economic sector in Malaysia which creates a big challenge for both employers and employees. There are many of the employees are terminated during this tough period of time due to the employers who are unable to sustain their business or other issues. Therefore, it is crucial to lay down recommendations to avoid termination to constantly happened in the workplace in Malaysia.

a. Benefits

In order to save both business and jobs at the same time, the employers and employees is required to view termination from different perspective. It means that there should be more consideration when comes to the issue of termination. Therefore, both parties which referred to employers and employees have to take part in order to curb with the economic downtown which directly to avoid termination. For the employers, they should recognise their rights to make decisions in the commercial interest of the business. It means that they are allowed to make any necessary arrangement in human resource management area which includes termination to ensure the business runs at its most efficient level which means there is no resources are wasted. However, they have to ensure all the dismissal is fair during the procedure that strictly followed the expressly stated rules in the statute. If there is any part of the dismissal is unjustifiable, they are likely to be liable under Employment Act 1955.

On the other hand, the employees should understand their labour rights too. They should be aware that they cannot be forced to resign or terminated without notice unless under the specific circumstances stated. It is useful for them to have the knowledge, so they can avoid unfair dismissal or indirect dismissal. However, they have to ensure they receive the remedies that should be entitled if it is unavoidable that they have to be terminated.

Therefore, it is important to consider the views of employers and employees in relation to termination. The employers should be transparent to the employees in regard to the financial issued that are facing by the company, so that they can make specific changes together in order to create a win-win scenario. Even though it might be difficult or unable to have a win-win scenario, they should work together to avoid unfair scenario to happen. They have to understand the causes that termination happen and make necessary discussion before the termination really takes place. Every decision includes termination has to be made with the consent of both parties.

b. Suggestions

The Ministry of Human Resources have set out a guideline in relation to the employment issues which include termination. However, it is not legally binding on the employers as it is only given as a direction to the employers to settle the relevant problems or issue. (Razak et al., 2021) Therefore, a few suggestions are listed down. First, the employers should implement alternatives other than termination of the contract of service to cope with the current situation. For instance, the employers can explain frankly to the employees about the financial situation of the company to get approval from them to deduct their salaries or reduce the working hours. However, to maintain a friendly relationship between the employers and employees, there must be an agreement between the employers and trade union which represent the employees before the amendment is implemented. There should not be any deduction without informing the employees as it is a disrespectful act to the other parties. Therefore, it is advised that the employers to negotiate with the employees for the other choices and placed the termination or retrenchment of employees to be the last resort.

Furthermore, the recommendation is to modernise the business in order to survive throughout the pandemic. The employers should have the incentive to make the business become more productive by introducing and adopting technology into the business such as using robot to serve food to avoid contact with the customers. Hence, there will be

less employers are placed at higher infection risks. However, the transition is taking quite some time for the business to fully operate in certain ways. In the meantime, the employers can provide training or upskilling programmes to support the transitions. Therefore, the business and jobs can be secured.

Other than that, the government is urged to enact urgent laws or policy to strike a balance between the rights of the employers and employees. It is required to achieved the goals based on International Labour Standards. (International Labour Organization (ILO), 2020) There are three aspects have to be considered by the policymakers. First, the aspect is to protect the workers or employees in the workplace to decrease the risk of getting infected by the coronavirus. The employers have to improve their Occupational Safety and Health (OSH) measures such as implementing social distancing and hygiene procedures. For instance, in Japan, the Japanese Trade Union Confederation (JTUC-RENGO) has established specialized hotlines in relation to OSH advice. (ILO, 2020) Hence, the employees will less likely to be terminated by the employers due to illness especially coronavirus which they are infected in the workplace. Second, the aspect is stimulating the economy and labour demand. There are many policies like active fiscal policies have been initiated in the other countries. For example, central banks in Australia, Canada, New Zealand, United Kingdom and the United States have cut interest rates and even Italy has extended the deadlines for repayment of mortgages. (ILO, 2020) To help with sectors that are badly affected, there are plenty of financial support provided such as in Ireland, the government has allocated €435m for the Health Service Executive. Therefore, the economy can be more stable as there is economic activity still carried on. Third, the aspect is to support employment and incomes. One of the measures is to provide social assistance benefits to boost the economy like Hong Kong, China which the adult residents is provided with a one-time cash transfer of \$1,280. (ILO, 2020) Hence, the employers and employees in the area that are indirectly affected will be assisted to sustain their business where the employees will not lose their jobs.

Therefore, it is clear that all the recommendations will help the economy to recover gradually which indirectly help to avoid termination of the employees.

6 Conclusion

This research paper regarding the termination of employee during this COVID-19 period has successfully determine the main issues that arises between employees and employer. From this research, we get to understand that both parties play their own roles to ensure that every decision made in the businesses must be discussed and approved by both parties so none of them will be unfairly treated as Covid-19 virus not only affected the employers to sustain their businesses but also employees that need to survive during this pandemic. Furthermore, it can be clearly seen that there are factors that will be taken into consideration before termination occurs. The factors such as age, seniority, experiences, and nationality will be critically examining by the employers before decided which employees that need to leave, however, if the employer was caught to terminate their employees with injustice towards his manpower, the employees can file a claim against the employer to claim for compensation because of the unlawful termination.

Different initiative can be done by the company such as offering lower amount of wages, less working time or giving a different position in the company that the wage

might be lower than the current position in order to keep the employees so that both parties can still survive this tough time. In addition, employer must not forget that their employees that are protected under EA should receive lay-off benefits and for those who are not protected are still entitled to receive termination benefits stated in the contract between both parties. This shows that even though the employees are the one that will be terminated, employers surely going through some inconvenience because having lesser manpower could make the businesses progress run slower than usual. Thus, termination should be the last resort made by the company in order to preserve their employee's rights.

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