

Workers' Rights (Working from Home) Regulations 2020

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THE WORKERS' RIGHTS ACT 2019

Regulations made by the Minister under section 124 of the Workers' Rights Act 2019

1. These regulations may be cited as the **Workers' Rights (Working from Home) Regulations 2020**.

2. In these regulations —

“Act” means the Workers' Rights Act 2019;

“home”, in relation to a worker —

(a) means the place of residence of the worker; and

(b) includes such other place as may be agreed upon by the worker and his employer;

“homeworker” means a worker who works from home;

“work from home” includes —

(a) work performed on full-time or part-time basis;

(b) work performed on permanent, temporary or occasional basis;

(c) work split between home, office or place of business of the client;

- (d) work performed on an hourly rate, a weekly rate, a fortnightly rate, a monthly rate, piece rate or task basis;
- (e) work performed through —
 - (i) teleworking;
 - (ii) online platform;
 - (iii) any other form or nature of work, whether performed through electronic device, IT system or not.

3. Where a worker is in the employment of an employer —

- (a) the employer may require that worker to work from home provided a notice of at least 48 hours is given to the worker and the worker shall comply accordingly; or
- (b) the worker may make a request to the employer to work from home and the employer may accede to the request.

4. (1) Where the worker is required to work from home or where his request to work from home is acceded to, under regulation 3, the worker shall inform his employer of the proposed place where work is to be performed.

(2) The employer shall, where appropriate, conduct a suitable and sufficient assessment at the proposed place of work to ensure that performance of work at the proposed place shall not entail any risk to the safety and health of the homeworker and members of his family.

5. Subject to regulation 6, where —

- (a) a worker is required to work from home; or
- (b) an employer accedes to the request of a worker to work from home,

the worker and the employer shall enter into a Working From Home Agreement in the form set out in the First Schedule.

6. Where a worker and an employer have entered into a Working From Home Agreement, the employer may, subject to the operational requirements of his business, require the worker to work at his initial place of work.

7. (1) A homeworker shall be governed by the terms and conditions of employment specified in the Second Schedule.

(2) For the avoidance of doubt, the general conditions of employment specified in the Act shall also apply to a homeworker.

8. Where an employer remunerates a worker in accordance with these regulations, he shall issue to that homeworker a payslip in the form set out in the Third Schedule.

9. Nothing in these regulations shall —

(a) prevent an employer from —

(i) remunerating a homeworker at a rate higher than that specified in the appropriate Remuneration Regulations or in the National Minimum Wage Regulations;

(ii) providing the homeworker with conditions of employment more favourable than those specified in the First Schedule;

(b) authorise an employer to —

(i) reduce the wages of a homeworker; or

(ii) subject to section 57 of the Employment Relations Act, alter the conditions of employment of a homeworker so as to make them less

favourable.

10. Any agreement by a homeworker to relinquish his rights under these regulations shall be void.

11. These regulations shall be deemed to have come into operation on 1 September 2020.

Made by the Minister on 24 September 2020.

FIRST SCHEDULE

[Regulation 5]

WORKING FROM HOME AGREEMENT

This document constitutes an agreement between
hereinafter referred as the homeworker a
hereinafter referred as the employer.

Details of homeworker

Name

National identity card no.

Residential address

Telephone no. Mobile no.

Email address

Duration of Agreement

(1) Indeterminate period

Commencement date

(2) Determinate period

Commencement date Expiry date

Position to be held by the worker

Wages per week/fortnight/month

Agreed location to work from home

Assignment and schedule of work

.....

.....

Terms and conditions

1. Hours of work

(1) The hours of work of a homeworker shall be within the normal working hours of the business of the employer or within the time frame agreed between the homeworker and his employer.

Hours of work

(2) The homeworker agrees to maintain and update a record of the number of hours and days that he works from home.

2. Working tools and equipment

(1) The following installations, working tools and equipment shall be provided by the employer —

SN	Quantity of item provided	Description of item	Serial/identification no.

(2) The working tools and equipment shall remain the property of the employer and shall be returned to the employer on request or on termination of the Working From Home Agreement.

(3) The homeworker shall use the working tools and equipment provided by the employer exclusively for official use.

(4) Where the homeworker is provided with any information technology (IT) equipment, he shall not install or download any software without the written approval of his employer.

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(5) The homeworker shall take all reasonable precautions to maintain in good conditions all tools and equipment provided by his employer and any installation thereof

(6) The employer shall, as agreed, provide the homeworker work-related consumable materials.

3. Communication

(1) The homeworker shall be available during such core working hours as may be agreed between the homeworker and his employer, for work-related communication, including receiving

instructions, collecting and returning assignments and for reporting.

(2) Any change to the agreed schedule of work shall be discussed and approved in writing by the homeworker and his employer.

4. Performance

The employer and the homeworker shall establish and implement an appropriate procedure to monitor and assess work progress.

5. Confidentiality, data protection and intellectual property

(1) The homeworker shall not, except with the consent of his employer, divulge or use any confidential information obtained in the course of his work for any purpose other than work.

(2) The homeworker shall abide by his employer's policy and the Data Protection Act 2017 in respect of security of confidential information including, but not limited to, technical data, trade data, trade secrets, know-how and confidential information relating to the businesses, finances, accounts, dealings, transactions, methods of operation, assets or affairs of the employer, obtained during the course of his employment.

(3) The homeworker shall comply with laws regarding the protection of intellectual property rights, including —

(a) the Patent, Industrial Designs and Trademark Act;

(b) the Protection against Unfair Practices (Industrial Property Rights) Act; and

(c) the Copyright Act.

(4) Any product invention or discovery made in the course of the employment of the homeworker shall be deemed to be the property of the employer.

6. Safety and health

The homeworker and his employer shall comply with the Occupational Safety and Health Act.

7. Acceptance

We have read and understood the terms and conditions specified in this contract and we accept these terms and conditions.

.....		
Name of employer	Date	Name of homeworker
.....		
Signature of employer/ Representative of employer	Office stamp	Signature of homeworker

SECOND SCHEDULE

[Regulation 7]

1. Normal working hours

(1) Subject to subparagraph (2), no employer shall, except with the written consent of a homeworker, require the worker to work for more than 45 hours in a week in respect of work which is to be performed from Monday to Saturday.

(2) The hours of work of a homeworker —

(a) shall not be less favourable than the hours of work prescribed in any Regulations

or enactment or specified in an agreement, as the case may be, applicable to the trade or business in which the homeworker is in employment; or

(b) shall, where the homeworker is required to work for lesser number of hours, be as agreed between the employer and the homeworker.

(3) Where a homeworker is required to work on flextime —

(a) the work allocated to him shall be performed and completed within a time frame to be agreed with his employer;

(b) the homeworker shall be available during the core hours of work to be agreed with his employer for work-related communication.

(4) The hours of work of a homeworker shall include time spent —

(a) to collect work and materials;

(b) to deliver completed work;

(c) waiting at home for working tools and equipment to be repaired or maintained;

(d) waiting at home for work to be delivered or otherwise assigned;

(e) waiting for instructions to be given over the phone or otherwise;

(f) in attending meetings with the employer or his clients for business-related purpose.

(5) A homeworker shall, after completion of his normal day's work, be entitled to a rest period of not less than 11 consecutive hours before resuming work.

(6) A homeworker shall, in every working day, be entitled to an in-work rest break of one

hour without pay, to be taken at his discretion where he performs not less than 4 consecutive hours of work.

2. Payment of remuneration

(1) An employer shall pay a homeworker —

- (a) wages at a rate which shall not be less than the rate specified in any enactment or agreement, as the case may be, applicable to the trade or business in which he is employed;
- (b) wages which shall not be less than that earned by a comparable worker who performs the same hours of work and the same or similar duties on the premises of his employer.

(2) Where an employer requires a homeworker to work on piece rate or task basis —

- (a) the task allocated shall be mutually agreed between the homeworker and the employer;
- (b) the homeworker shall be deemed to have performed a normal day's work if he completes the number of pieces or the task allotted to him before the end of his stipulated normal day's work.

3. Disturbance allowance for work performed during unsocial hours

(1) (a) Where a homeworker performs, with his consent, work during unsocial hours, he shall, in addition to any payment due under any enactment, be paid a disturbance allowance equivalent to one time his hourly basic wage for every hour of work performed during the unsocial hours.

(b) In this paragraph—

“unsocial hours” —

(a) means hours of work performed —

(i) between 1 p.m. on a Saturday and 6 a.m. the ensuing Monday; and

(ii) between 10 p.m. on a weekday and 6 a.m. the ensuing day; but

(b) does not include the working hours of a worker in the ICT-BPO sector whose working hours correspond to the working hours in the market country served.

4. Payment of work-related expenses

(1) Subject to subparagraph (2), an employer shall refund to a homeworker —

(a) any costs incurred for the use of electricity, water, telecommunication or any other facility in connection with work performed at home;

(b) expenses incurred for the maintenance of tools and equipment provided to the homeworker for the performance of his work;

(c) the equivalent of the return bus fare for travelling —

(i) to and from the employer’s business premises;

(ii) to meet customers or any other persons in relation to his work; or

(iii) for such other purpose, in relation to his work, as may be agreed with his employer;

(d) such other expenses incurred as may be agreed between the homeworker and his employer; and

(e) any other costs or expenses incurred in relation to his work.

(2) The employer and the worker shall agree on the amount to be refunded to the worker in respect of work-related expenses specified in subparagraph (1) and the refund shall be made on a monthly basis.

5. Access to place of work

Where a worker works from home, his employer may, with the authorisation of the homeworker and subject to prior notice, have access to the place where work is performed, at a reasonable time agreed between the homeworker and his employer to —

- (a) install, repair and maintain or retrieve any working tools and equipment provided by the employer;
- (b) deliver working materials or collect finished products;
- (c) carry out any risk assessment with respect to safety and health, where appropriate; or
- (d) undertake such periodic safety and health inspections as may be required.

6. Injury at work

(1) Where a homeworker sustains any work-related injury out of and in the course of employment, he shall, as soon as reasonable and practicable, notify his employer of the injury.

(2) Subject to any other enactment, work-related injury sustained pursuant to subparagraph (1) shall be deemed to be injury at work.

THIRD SCHEDULE

[Regulation 8]

PAYSLIP

Pay period

Name of employer

National pension fund registration no. of employer

Name of homemaker

National Identity Card no. of homemaker

Date of entry

Category

Basic rate of pay

Total number of days of work performed

Number of day(s) of leave taken (to specify).....

Number of hours of extra work performed and the corresponding extra payment —

(a) 1.5 x

(b) 2 x

(c) 3 x

Disturbance allowance (..... hours)

Any other allowance(s) paid (please specify)

Piece rate/task work earnings*

Total remuneration

Deduction(s) made and the reasons therefor

Net pay