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Government Notice No. 234 of 2019

**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 (Atypical Work) Regulations 2019.
2. In these regulations –
  - “Act” means the Workers' Rights Act 2019;
  - “atypical worker” –
    - (a) means a person aged 18 or above, who is not working under a standard agreement and, however remunerated, is paid for work performed for an employer; and
    - (b) includes a person who –
      - (i) performs teleworking;
      - (ii) performs work brokered through online platform or through other services such as crowd service;
      - (iii) works from home or works otherwise than from home, whether through IT system or not;
      - (iv) works for one or more than one employer at the same time;
      - (v) uses his personal equipment and tools to perform work; but
    - (c) does not include –
      - (i) a worker employed on a standard agreement;
      - (ii) a self-employed;

- (iii) a person who employs another person to execute his work agreement;
- (iv) a person whose basic wage or salary is at a rate exceeding 600,000 rupees in a year; and
- (v) a job contractor;

“continuous employment” means the employment of an atypical worker under an agreement, or under more than one agreement, where the interval between an agreement and the next agreement does not exceed 28 days;

“crowd service” means a mechanism whereby an enterprise sets up an ecosystem using IT network to source out any specific task to a subsidiary company, a partner or a freelancer;

“earnings” –

- (a) means basic wage or salary; and
- (b) includes –
  - (i) wages earned for work performed during the hours specified in paragraphs 5 and 6 of the First Schedule;
  - (ii) paid leave entitlement in accordance with paragraphs 7, 8, 9 and 10 of the First Schedule; and
  - (iii) any sum of money, including commission, by whatever name called, paid to a worker, in respect of any work performed by him, in addition to the basic wage agreed upon between him and the employer and which is related to productivity;

“employer” –

- (a) means the person who provides work and pays remuneration; and

(b) includes –

- (i) a job contractor;
- (ii) an online platform company or the entity who has contracted out work through the online platform company or the entity who provides workers to either an online platform company or a sub-online company;
- (iii) a crowd service provider;

“home”, in relation to an atypical worker –

- (a) means the atypical worker’s residence; and
- (b) includes such other place as may be agreed upon by the atypical worker and his employer;

“online platform” means a digital service that –

- (a) facilitates interactions between 2 or more users; and
- (b) includes individuals, companies or workers to provide specific services in exchange for payment;

“part-time atypical worker” means an atypical worker whose normal working hours are less than those of a comparable full-time worker;

“reasonable business grounds” includes –

- (a) the burden of additional costs for the employer;
- (b) inability or impracticability to review working arrangements of existing workers;
- (c) a detrimental impact on quality of work or service;
- (d) a detrimental effect on the ability to meet customers’ demand;
- (e) unsuitability of the job to homework arrangements;

- (f) unsuitability of the proposed working environment at the atypical worker's residence;

“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 clients' place of business;
- (d) work performed on an hourly rate, a weekly rate, a fortnightly rate, a monthly rate, piece rate or a task basis;

“standard agreement” means an agreement where a person is employed on a contract of service;

“work otherwise than from home” includes work performed –

- (a) on full-time or part-time basis;
- (b) on permanent, temporary or occasional basis;
- (c) at such time and place and manner the atypical worker may choose to work or as agreed with the employer;
- (d) on an hourly rate, a weekly rate, a fortnightly rate, a monthly rate, piece rate or a task basis.

**3.** (1) A worker who is assigned work at an employer's office or at any other site may make a request to his employer to work from home and the employer shall, unless he has reasonable business grounds, accede to the request.

(2) An employer may, subject to the agreement of a worker who is assigned duty at the office or at any site, request the worker to work from home.

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(3) An employer may employ a new worker to work from home.

(4) Where an agreement is entered in the circumstances specified in paragraphs (1), (2) and (3), the agreement shall –

- (a) be in writing and for a such period of time as may be specified and appropriate;
- (b) provide the option to the worker who was assigned duty at the office, or at any other site, to revert back to work in his previous post at the office or other site of work of the employer, as appropriate, on the same terms and conditions of employment, upon a notice period of one month.

4. (1) An employer may, subject to the provisions specified in the First Schedule, employ a new worker to work otherwise than from home on such terms and conditions as the employer and the new worker may agree.

(2) Where work is performed from home or other than from home, the employer may require the worker to report to the office at such reasonable time as may be appropriate.

5. For the purpose of section 17(2) of the Act, the terms and conditions of employment of the atypical worker shall be as set out in the First Schedule.

6. (1) Where a worker has entered into an agreement with an employer to work from home or to work otherwise than from home, the agreement shall be in the form set out in the Second Schedule.

(2) The employer shall, within 14 days of entering into the contract, submit a copy of the contract to the supervising officer.

7. An employer shall, at each pay period, issue a payslip to the atypical worker in the form set out in the Third Schedule.
8. Nothing in these regulations shall authorise an employer to –
  - (a) reduce the wages of an atypical worker; or
  - (b) subject to section 57 of the Employment Relations Act, alter the conditions of employment of an atypical worker so as to make them less favourable.
9. The Employment Rights (Working from Home) Regulations 2019 are revoked.
10. These regulations shall come into operation on 24 October 2019.

Made by the Minister on 11 October 2019.

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**FIRST SCHEDULE**

[Regulation 5]

**1. Normal working hours**

(1) Subject to subparagraphs (2) and (3) and to the provisions of any other enactment, the normal working week for an atypical worker shall be of 45 hours of work, excluding time allowed for meal and tea breaks.

(2) Subject to the operational requirements of an employer, the normal working week may begin on any day of the week.

(3) An atypical worker shall, on 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.

(4) The hours of work of an atypical worker 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 the employer to provide work;
- (f) waiting for instructions to be given over the phone or otherwise;
- (g) to attend meetings with the employer or his clients for business-related purpose.

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

## **2. Compressed hours**

(1) Subject to an agreement between an atypical worker and an employer, work may be performed on compressed hours.

(2) Where work is performed on compressed hours, the atypical worker may complete the 45 hours' week on lesser number of days, but shall not be required to work continuously for more than 13 hours in a day.

(3) Where work is performed on piece work, task work or otherwise, the atypical worker shall be deemed to have performed a day's or week's work where he completes the piece work, task work or other work within a shorter period of time and shall be paid wages due for the whole day or week, as the case may be.

## **3. Flexible working hours**

(1) Subject to an agreement between an employer and an atypical worker, work may be performed on flexible working hours.

(2) Where work is performed on flexible hours –

- (a) the work allocated to the atypical worker shall be performed and completed within a bandwidth to be agreed with his employer;
- (b) the atypical worker shall be available during the core hours of work to be agreed with his employer for work-related communication.



**4. Part-time work**

Subject to an agreement between an employer and an atypical worker, work may be performed on a part-time basis on such term and conditions as may be agreed between the employer and the atypical worker.

**5. Payment of remuneration**

(1) An employer shall pay remuneration to an atypical worker –

- (a) at monthly intervals, unless the parties agree to payment at shorter intervals;
- (b) not later than the last working day of the pay period.

(2) An employer shall pay an atypical worker –

- (a) wages at a rate which shall not be less than the national minimum wage or the rate specified in any other 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 working place of the employer.

(3) Where an employer requires an atypical worker to work on piece rate or task basis, the task allocated and the rate of pay shall be mutually agreed between the atypical worker and the employer.

(4) Remuneration paid to an atypical worker shall not include payment in kind.

(5) An agreement may provide that the remuneration paid to an atypical worker includes payment for work performed after normal working hours, on public holidays and on unsocial hours where the maximum number of hours of overtime on week days, the maximum number of public holidays and on unsocial hours covered by the remuneration are specified in writing in the agreement.

## **6. Extra work**

(1) Where an atypical worker performs more than 45 hours in a week, the worker shall, except for work performed on public holidays and on unsocial hours, be remunerated in respect of the additional hours of work at one and a half times the basic rate per hour.

(2) (a) Where the day on which an atypical worker is scheduled to work falls on a public holiday, other than a Sunday, the worker shall be entitled to a normal day's pay, where he is not required to work on that day.

(b) Where an atypical worker is required to work on a public holiday, other than a Sunday, he shall, in addition to his normal wage, be remunerated in respect of each hour at twice the basic rate per hour.

(3) (a) Where an atypical worker is required, with his consent, to work on unsocial hours, his employer shall remunerate him for the extra work at thrice the basic rate per hour.

(b) In this subparagraph –

“unsocial hours” means hours of work performed –

(a) from 5 p.m. on Saturday up to 6 a.m. on Monday; or

(b) on any public holiday, other than a Sunday.

(4) For the purpose of determining the basic hourly rate payable to an atypical worker for extra work or for any other reason, the number of hours of work per month shall notionally be calculated on the basis of 195 hours or such lesser number of hours as may be agreed.

## **7. Annual leave**

(1) Every atypical worker, other than a part-time atypical worker, who remains in continuous employment with the same employer for a period of 12 consecutive months, shall be entitled, during each subsequent period of 12 months while he remains in continuous employment, to 20 working days' annual leave or such similar leave, by whatever name called.

(2) Every atypical worker shall, in addition to the leave specified in subparagraph (1), be entitled to 2 days' leave in every year.

(3) Every atypical worker, other than a part-time atypical worker, who remains in continuous employment with the same employer for a period of 6 consecutive months and who has performed work on all working days during that period, shall be entitled to one day's annual leave during each subsequent month up to the twelfth month, while he remains in continuous employment with the same employer.

(4) Where a part-time atypical worker remains in continuous employment with the same employer for a period of 12 consecutive months, he shall be entitled, during each subsequent period of 12 months, to the number of days of annual leave, or similar leave by whatever name called, on full pay computed in accordance with the following formula –

$N/W \times Y$ , where –

“N” means the number of days of work the part-time atypical worker is required to perform in a week;

“W” means the number of working days in a week of a comparable full-time atypical worker;

“Y” means the number of days of leave to which an atypical worker is entitled under subparagraph (1).

(5) Where an employer and an atypical worker are unable to agree as to when the leave under this paragraph is to be taken, half of the leave period shall be determined by the employer and the other half determined by the atypical worker.

(6) Where an atypical worker has not taken or been granted all the leave to which he is entitled under this paragraph, he shall be paid a normal day’s wage in respect of each day’s leave not taken or due at the end of the period of 12 consecutive months.

(7) Any agreement by an atypical worker to relinquish his annual leave entitlement under this paragraph shall be null and void.

## **8. Sick leave**

(1) Every atypical worker, other than a part-time atypical worker, who remains in continuous employment with the same employer for a period of 12 consecutive months, shall be entitled, during each subsequent period of 12 months while he remains in continuous employment, to 15 working days’ sick leave on full pay.

(2) Every atypical worker, other than a part-time atypical worker, who remains in continuous employment with the same employer for a period of 6 consecutive months and who has performed work on all working days during that period, shall be entitled to one day’s sick leave during each subsequent month up to

the twelfth month, while he remains in continuous employment with the same employer.

(3) Where a part-time atypical worker remains in continuous employment with the same employer for a period of 12 consecutive months, he shall be entitled, during each subsequent period of 12 months, to the number of days of sick leave on full pay computed in accordance with the following formula –

$N/W \times Y$ , where –

“N” means the number of days of work a part-time atypical worker is required to perform in a week;

“W” means the number of working days in a week of a comparable full-time atypical worker;

“Y” means the number of days of sick leave to which an atypical worker is entitled under sub paragraph (1).

(4) Where an atypical worker is unable to perform his work or absents himself from work on ground of illness, he shall, except where the employer is aware of the nature of the illness, notify his employer of his illness on the first day of absence.

(5) Where an atypical worker referred to in subparagraph (1) remains ill for more than 3 consecutive working days, he shall forward to his employer a medical certificate –

(a) on the fourth day of illness; or

(b) where the atypical worker is admitted to a hospital, public or private, within 3 days following his discharge from the hospital.

(6) A medical certificate referred to in subparagraph (5) shall not be valid in respect of any period exceeding 3 days before the day on which the medical certificate was issued.

(7) Every employer may, at his own expense, cause an atypical worker who is not working on ground of illness to be examined by a medical practitioner.

## **9. Maternity leave and benefits**

(1) A female atypical worker shall, on production of a medical certificate, be entitled to 14 weeks' maternity leave on full pay to be taken either –

- (a) before confinement, provided that at least 7 weeks' maternity leave shall be taken immediately following the confinement; or
- (b) after confinement.

(2) Where a female atypical worker who remains in continuous employment with the same employer for a period of 12 consecutive months gives birth to a child, she shall, on production of a medical certificate, be paid within 7 days of her confinement an allowance of 3,000 rupees.

(3) Where a part-time female atypical worker who remains in continuous employment with the same employer for a period of 12 consecutive months immediately preceding the beginning of leave referred to in subparagraph (1), she shall, on production of a medical certificate, be entitled to an allowance computed in accordance with the following formula –

$N/W \times 3,000$  rupees, where –

“N” means the number of days of work the part-time female atypical worker is required to perform in a week;

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“W” means the number of working days in a week of a comparable full-time female atypical worker.

(4) Where a female atypical worker suffers a miscarriage which is duly certified by a medical practitioner, she shall be entitled to 3 weeks’ leave on full pay immediately after the miscarriage.

(5) Where a female atypical worker gives birth to a stillborn child, she shall, on production of a medical certificate, be entitled to 14 weeks’ leave on full pay.

(6) A female atypical worker who is nursing her unweaned child shall, for that purpose, be entitled as appropriate every day at a time convenient to her and having regard to the needs of the child, to at least –

- (a) 2 breaks of half-hour; or
- (b) one break of one hour.

(7) The break specified in subparagraph (6) shall –

- (a) be for a period of 6 months from the date of confinement or such longer period as a medical practitioner may recommend; and
- (b) not be deducted from the number of hours of work of the female atypical worker.

(8) An employer shall not, 2 months before the confinement of a female atypical worker, require her to perform work in excess of a normal day’s work or during unsocial hours.

(9) Subject to medical recommendation, a female atypical worker who is pregnant shall not be required to perform work that may be detrimental to her health and that of her baby.

(10) An employer shall not, for any reason whatsoever, give to a female atypical worker, who is on maternity leave, notice of termination of employment –

- (a) during such leave; or
- (b) that shall expire during such leave,

except where the grounds of termination relate to the economic, technological, structural or similar nature affecting the employer's activities.

## 10. Paternity leave

(1) A male atypical worker other than a male part-time atypical worker, shall be entitled to 5 continuous working days' leave, to be known as paternity leave.

(2) A male part-time atypical worker shall be entitled to the number of days of paternity leave in accordance with the following formula –

$\frac{N}{W} \times 5$  working days, where –

“N” means the number of days of work the part-time atypical worker is required to perform in a week;

“W” means the number of working days in a week of a comparable full-time atypical worker.

(3) The entitlement of paternity leave under subparagraph (1) or (2) shall be subject to the production by the atypical worker of –

- (a) a medical certificate certifying that his spouse has given birth to his child; and
- (b) a written statement signed by him that he is living with his spouse under a common roof.



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(4) Subject to subparagraphs (1) and (2), the paternity leave shall –

- (a) begin within one week from the birth of the child; and
- (b) be on full pay where the atypical worker has been in continuous employment with the same employer for a period of at least 12 months prior to the date of birth of the child.

(5) In this paragraph –

“spouse” means the person with whom the atypical worker had contracted civil or religious marriage.

## **11. End of year bonus**

(1) Where an atypical worker remains in continuous employment with the same employer in a year, he shall be entitled, at the end of that year, to a bonus equivalent to one twelfth of his earnings for that year.

(2) Every atypical worker who –

- (a) takes employment during the course of a year; and
- (b) is still in employment as at 31 December in that year,

shall be entitled at the end of that year to a bonus equivalent to one twelfth of his earnings for that year.

(3) A sum amounting to 75 per cent of the expected bonus referred to in subparagraphs (1) and (2) shall be paid to the atypical worker not later than 5 clear working days before 25 December of that year, and the remaining balance shall be paid to him not later than on the last working day of the same year.

(4) Where an atypical worker remains in continuous employment with the same employer for only part of the year and –

- (a) his employment is terminated in the course of the year for any reason; or
- (b) he resigns in the course of the year on or after having been in continuous employment for at least 8 months,

the atypical worker shall be paid, not later than the last working day of the month in which his employment is terminated or he resigns, as the case may be, a bonus equivalent to one twelfth of his earnings for that year.

## **12. Payment of work related expenses**

An employer shall refund to an atypical worker –

- (a) any costs incurred for the use of electricity, water, telecommunication or such other facilities in connection with work performed at home;
- (b) expenses incurred for maintenance of tools and equipment provided to the worker for the performance of his work;
- (c) depreciation costs on tools and equipment where the worker uses his own tools and equipment for the purpose of work;
- (d) the equivalent of the return bus fare for travel –
  - (i) to and from his employer's business premises;
  - (ii) to meet customers or any other persons in relation to his work;
- (e) any other costs or expenses incurred in relation to his work.

**13. Access to atypical worker’s residence**

Where work is performed at the atypical worker’s residence, his employer may, with the authorisation of the atypical worker and subject to prior notice, have access to his residence at a reasonable time agreed with him to –

- (a) instal, 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 in connection with safety and health issues; or
- (d) undertake periodic safety and health inspections.

**14. Injury at work**

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

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

(3) An employer shall, where the atypical worker is not covered by the National Pension Act, insure the worker in a private insurance scheme to cover any injury sustained out of and in the course of the performance of his work.

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**SECOND SCHEDULE**

[Regulation 6]

**AGREEMENT**

1. The following constitutes an agreement on the terms and conditions of employment between ....., hereinafter referred  
(name)

as the atypical worker, and ....., hereinafter  
(name)

referred as the employer.

Atypical worker's name .....

National Identity Card no .....

Address .....

Telephone/mobile no .....

Email address .....

Agreement dates

Indeterminate agreement

Commencement date .....

Determinate agreement

Commencement date ..... Expiry date .....

Position ..... Wages ..... per week/  
fortnight/month

Work location, where appropriate .....

Designated work area, where appropriate .....

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Assignment and work schedule.....

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## 2. Working hours

The terms and conditions of employment of the atypical worker shall be governed by the Workers' Rights (Atypical Work) Regulations 2019 and the atypical worker further agrees to the other terms specified in this agreement as follows –

- (a) hours of work (please provide details) .....
- .....
- (b) the atypical worker agrees to maintain and update record of hours and days worked at his home-based site.

## 3. Working tools and equipment

(1) The following installations, working tools and equipment are being 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 the termination of the contract of employment of the atypical worker.

(3) The atypical worker shall use the working tools and equipment exclusively for official use.

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

(5) The atypical worker shall take all reasonable precautions to maintain in good conditions all tools and equipment provided by the employer and any installation thereof.

(6) Work-related consumable materials shall be provided by the employer as agreed between the employer and the atypical worker.

#### **4. Communication**

(1) The atypical worker shall be available, during such core working hours as may be agreed with the employer, for work-related communication, including receiving instructions, collecting and returning assignments and for reporting.

(2) Any change to the agreed schedule shall be discussed and approved in writing with the employer.

#### **5. Performance**

There shall be established and implemented an appropriate procedure to monitor and assess work progress agreed by the employer and the atypical worker.

#### **6. Confidentiality, data protection and intellectual property**

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

(2) The atypical worker shall abide to the employer's policy and the Data Protection Act 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 atypical worker shall comply with legislation 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;
- (d) any product invention or discovery made in the course of the employment of the atypical worker shall be deemed to be the property of the employer.

## **7. Safety and health**

The atypical worker and the employer shall comply with the provisions of the Occupational Safety and Health Act.

## **8. Acceptance**

I have read and understood the terms and conditions specified in this contract and I accept these terms and conditions by signing below.

..... Name of employer	..... Date	..... Name of atypical worker
..... Signature of employer/ representative of employer	..... Office stamp	..... Signature of atypical worker

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**THIRD SCHEDULE**

[Regulation 7]

**PAYSLIP**

Pay period .....

Name of employer .....

National Pension Fund registration no. of employer .....

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Name of atypical worker .....

National Identity Card no. of atypical worker.....

Date of entry .....

Category .....

Basic rate of pay .....

Total number of working days .....

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

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

1.5 x .....

2 x .....

3 x .....

Allowance(s) paid (please specify) .....

Piece rate/task work earnings .....

Total remuneration .....

Deduction(s) made, including all statutory deductions, and the reasons thereof .....

Net pay .....

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