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## PROVINCIAL ASSEMBLY OF THE PUNJAB NOTIFICATION

February 17, 2023

No.PAP/Legis-2(124)/2021/98. The Punjab Home-based Workers Bill 2021, having been passed by the Provincial Assembly of the Punjab on the 9<sup>th</sup> day of January 2023, and assented to by the Governor of the Punjab on the 23<sup>rd</sup> day of January 2023, is hereby published as an Act of the Provincial Assembly of the Punjab.

### THE PUNJAB HOME-BASED WORKERS ACT 2023

ACT V OF 2023

*[First published, after having received the assent of the Governor of the Punjab, in the Gazette of the Punjab (Extraordinary) dated February 17, 2023.]*

An  
Act

*to provide for protection of rights of home-based workers.*

It is necessary to make provisions for protection of rights of home-based workers for encouraging home-based workers as important stakeholders in the labour market and for the ancillary matters.

Be it enacted by Provincial Assembly of the Punjab as follows:

1. **Short title, extent and commencement.**—(1) This Act may be cited as the Punjab Home-based Workers Act 2023.
- (2) This Act extends to whole of the Punjab.
- (3) This Act shall come into force at once.

**2. Definitions.**— In this Act:

- (a) "contractor" means a person, natural or legal, who agrees to carry out an assignment for economic profit or for the benefit of hirer and includes a sub-contractor or agent;
- (b) "contribution" means the sum of money payable by an employer in respect of a secured home-based worker and by a secured home-based worker to the Fund;
- (c) "commercial establishment" means an establishment as defined in the Punjab Shops and Establishments Ordinance, 1969 (VIII of 1969);
- (d) "Commissioner" means the Commissioner of the Employees' Social Security Institution as appointed under section 18 of the Provincial Employees Social Security Institution Ordinance, 1965 (X of 1965);
- (e) "disablement" means a condition or injury, caused to a home-based worker during the course of an employment having an impact of reducing his earning capacity permanently, certified by a medical practitioner authorized for the purpose in such manner as may be prescribed by the regulations;
- Explanation:** Loss of earning capacity less than twenty per centum shall be "minor" disablement; the loss of earning capacity ranging from twenty one per centum to sixty six per centum shall be "partial"; and, shall be "total" where the loss of earning capacity exceeds sixty six per centum;
- (f) "employer" means any person, establishment, office, firm, factory, society, undertaking, company, shop or enterprise, whether incorporated or not, which employs home-based worker, directly or indirectly through a contractor or intermediary, under a contract of employment, in writing;
- (g) "employment injury" means a personal injury to a home-based worker caused by an accident or by such occupational diseases as may be prescribed, arising out of and in the course of his home-based employment;
- (h) "establishment" means an establishment as defined in the Punjab Shops and Establishments Ordinance, 1969 (VIII of 1969);
- (i) "family" in relation to a home-based worker means his spouse, a child below the age of 18 years and includes a child with disability of fifty percent or more who is above the age of 18 years;
- (j) "Fund" means Home-based Workers Welfare Fund constituted under the Act;
- (k) "Government" means Government of the Punjab;
- (l) "Governing Body" has the same meaning as under section 5 of the Provincial Employees Social Security Ordinance, 1965 (X of 1965);
- (m) "home" means the place of temporary or permanent residence of the home-based worker where he resides along with his family;
- (n) "home-based work" means production of goods or rendering of services by a person in his home or in other premises of his choice other than the workplace of the employer, for wages, under a contract of employment in writing either directly with the employer or indirectly through a contractor or intermediary subject to limitations mentioned under this Act:
- provided that any work performed by a person, registered as an employee or worker under any other law, shall not be deemed as a home-based work by working occasionally at home rather than at his usual workplace;
- (o) "home-based worker" means a person who performs home-based work but does not include a worker engaged in explosives, toxic or noxious chemicals and related substances;
- (p) "Intermediary" means a person or a legal entity or a body corporate that contracts with a contractor for economic gain pursuant to a home base work, or a part thereof the contractor has agreed to perform, for the benefit of hirer, and includes any person, natural or legal, who enters into a contract with a contractor regardless of number of stages of any sub-contracts;
- (q) "prescribed" means prescribed by the rules or the regulations;
- (r) "regulations" means the regulations framed under this Act;
- (s) "rules" means the rules made under this Act;
- (t) "secured home-based worker" means a person who performs home-based work in respect of whom contributions are or were payable under the Act but does not include a person performing home-based work on wages exceeding

- the wage limits determined by the Government;
- (u) "settlement" means the settlement of a dispute or any other matter relating thereto between an employer and a home-based worker;
  - (v) "shop" means a shop as defined in the Punjab Shops and Establishments Ordinance, 1969 (VIII of 1969); and
  - (w) "wages" means the remuneration in terms of money or anything in kind, as expressed in the contract of employment in writing, payable to a home-based worker by an employer but does not include:
    - (i) any contribution paid by the employer in respect of the secured home-based worker under any scheme of social insurance or to a pension fund or provident fund;
    - (ii) any traveling allowance or the value of any traveling concession;
    - (iii) any sum paid to the home-based worker to defray special expenses incurred by him in respect of his employment;
    - (iv) any sum paid as annual bonus;
    - (v) any gratuity payable on discharge; and
    - (vi) gift;

provided that where the mode of payment of wages, whether in cash or in kind, makes it difficult to determine the amount of wages for computing the contribution, the Commissioner may subject to regulations and in consultation with the representatives of employers and home-based workers, determine such wages.

**3. Prohibition on employment.**—(1) No employer shall employ a person who has not attained the age of fifteen years as a home-based worker.

(2) No employer shall employ a person who has attained the age of fifteen years but has not attained the age of eighteen years in an employment prohibited under the Punjab Restriction on Employment of Children Act 2016 (L of 2016).

**4. Rights and entitlement.**—(1) A home-based worker shall not be forced to work in a manner inconsistent with the contract of his employment.

(2) A secured home-based worker shall be entitled to sickness benefits, maternity benefits, medical care during sickness and maternity, medical care of family, employment injury benefit, disablement pension and survivor's pension in such manner as may be prescribed.

(3) A home-based worker shall not be discriminated in recruitment, continuance of employment and determination of wages on the grounds of religion, race, caste, creed, gender, ethnic background or place of birth.

(4) Every employer shall enter into a written contract of employment with a home-based worker in accordance with Appendix of this Act.

(5) Every employer including a contractor and intermediary shall be responsible for the payment of wages to the home-based worker employed under the contract of employment under this Act.

**5. Establishment of Fund.**—(1) The Government shall, by notification in the official Gazette, establish a Fund to be called the 'Punjab Home-based Workers Welfare Fund'.

(2) The Fund shall consist of:

- (a) an initial contribution to be made by the Government;
- (b) such moneys as may be paid by the employers and secured home-based workers on such rate of wage limits as may be prescribed by the rules;
- (c) voluntary contributions in the shape of money, building, land, equipment, tools or other property made from time to time by the Government, an organization or a person;
- (d) grants, donations and gifts from any Government, donor, multilateral organization, local government, general public or any other person; and
- (e) proceeds of loan raised by the Governing Body.

(3) The Fund shall be applied to:

- (a) finance projects connected with the welfare of home-based workers;
- (b) meet expenditures in respect of the cost of management and administration of the Fund;
- (c) maintain a register of home-based workers;

- (d) repay loans raised by the Governing Body;
- (e) invest in securities as may be approved by the Government; and
- (f) provide benefits to the secured home-based workers.

(4) All claims and entitlements for benefits under this Act shall be entertained by the Governing Body within such time and in such manner as may be prescribed by the regulations.

(5) The Governing Body shall lay down the procedure for prioritization and allocation of the Fund in such manner as may be prescribed by the regulations.

(6) The Governing Body may, by a notification in the official Gazette, for the reasons of efficient management of the Fund and under such limitations as deemed appropriate, delegate any of its powers to the Commissioner.

**6. Contribution to the Fund.**—(1) The contribution shall be payable in respect of every secured home-based worker by the employer and the secured home-based worker himself to the Fund in such manner, at such rate and on such conditions as may be prescribed by the regulations.

(2) Non-payment of contribution by:

- (a) a secured home-based worker for a continuous period of one year shall lead to suspension of his benefits under this Act unless he pays the entire contribution which is due to him in such manner as may be prescribed by the regulations; and
- (b) an employer shall make him liable for payment of the amount due to him as arrears of land revenue.

**7. Registration.**— The Governing Body shall lay down the procedure of registration of employers and home-based workers in such mode and manner as may be prescribed through regulations.

**8. Committees.**— (1) The Governing Body shall, by notification in the official Gazette, constitute such number of committees including settlement committees, for such number of areas, having such composition and for such purposes as may be determined by the Governing Body.

(2) The Governing Body may assign the function of settlement committees to the District Vigilance Committees constituted under the Punjab Bonded Labour System (Abolition) Act, 1992 (III of 1992) on such conditions as may be determined by it.

**9. Powers and functions of settlement committees.**—The settlement committee shall:

- (a) receive written complaints in the event of a dispute between the employer and the home-based worker either referred to it by the employer, home-based worker or the District Vigilance Committee;
- (b) inquire into the issue raised in written complaint;
- (c) maintain record of all its proceedings;
- (d) call for the appearance of any person or production of any document;
- (e) decide the dispute through an award, in writing; and
- (f) exercise such other powers and perform such other functions as may be prescribed under the regulations.

**10. Appeal.**— Any person aggrieved by the award announced by a settlement committee, may, within thirty days of such award, file an appeal to the Labour Court established under the Punjab Industrial Relations Act, 2010 and the decision of Labour Court on such appeal shall be final.

**11. Maintenance of record.**— Every employer, contractor or intermediary, as the case may be, shall maintain such records, and submit it to the Governing Body or the committee, as the case may be, at such times and in such form as may be prescribed.

**12. Power to make rules.**—The Government may, by notification in the official Gazette, make rules for carrying out the purposes of this Act.

**13. Power to frame regulations.**— Subject to this Act and the rules, the Governing Body may, by notification in the official Gazette, frame regulations to carry out the purposes

of the Act.

**14. Removal of difficulties.**— If any difficulty arises in giving effect to any of the provisions of the Act, the Government may, by notification in the official Gazette, make such order, consistent with the Act, as it may deem necessary for the purposes of removing such difficulty.

**Appendix**

[See section 4 (4)]

**HOME-BASED EMPLOYMENT CONTRACT**

This home-based employment contract is hereby made on ..... day of ..... 20... at ..... between M/s ..... having CNIC No/ National Tax No. ...., business address ..... and mobile contact number ..... (hereinafter referred to as the "employer")

**AND**

Mr./ Ms. .... s/o, d/o, w/o ..... having CNIC No. ...., date of birth ....., mobile contact number ..... and Home Address ..... (hereinafter referred to as the "home-based worker").

Both parties agree as follows:

**1. WORK ASSIGNMENT AND WAGES:**

1.1 The employer hereby engages the home-based worker, and the home-based worker agrees to work for the employer in the capacity of ..... at ..... at the wage rate of Rs. ....per hour/ day/ month.

1.2 (In case of wage earned on an hourly basis or piece rate, the total monthly wage shall not be less than Rs. ....)

1.3 In case the home-based worker receives any special allowance(s), the amount and date of payment of such special allowance(s) must be stated clearly together with the date of payment of regular wage of the home-based worker.)

1.4 (In case the wage is to be paid to the home-based worker 'in kind', the details shall be specified below including the 'nature' and 'quantity' of such kind as well as the date of payment of such kind.)

1.5 (In case of payment of wage in kind, the monetary value of such kind on monthly basis shall be calculated and specified below.)

Rs. .... per month (as monetized).

**2. DURATION OF HOME-BASED WORK CONTRACT AND DECLARATION OF WORKPLACE:**

2.1 The duration of the contract of home-based work shall be for ..... month(s) / year(s) starting from ..... till ....., and the workplace for such home-based work shall be ..... (WRITE complete address of the workplace in detail).

2.2 Extension in the contract of home-based work shall be made on such conditions as mutually agreed between the employer and the home-based worker, and shall be recorded in writing.

**3. TERMS AND CONDITIONS OF THE HOME-BASED WORK CONTRACT:**

3.1 The parties to this contract agree that:

(please clearly write the express terms and conditions of the home-based work contract in detail and also mention any implied terms to avoid any dispute in future.)

**4. WORKING HOURS:**

4.1 The working hours of home-based work shall be ..... hours per day/ per week on the threshold of six days per week.

**5. HOLIDAYS AND LEAVE:**

5.1 The employer shall arrange for the home-based Worker ..... day(s) off weekly with regular wages. The employer shall arrange for the home-based Worker ..... days off per year on local official holidays with regular wages. Annual leave of ..... days shall be allowed to the home-based worker on completion of one year of employment on regular

wages.

**6. SAFETY AT WORKPLACE:**

- 6.1 The home-based Worker shall keep the workplace premises safe and hygienic.
- 6.2 The employer shall provide possible support and technical guidance enabling the home-based Worker to ensure occupational safety and hygiene at the workplace.

**7. MEDICAL TREATMENT:**

- 7.1 In event of illness of or injury to the home-based Worker caused by home-based work during the period of contract the employer shall arrange for his necessary medical treatment free of charge and in the meantime pay regular wages and compensation to the home-based worker under the law.
- 7.2 A secured home-based Worker as defined under section 2 of the Punjab home-based workers Act 2021, shall be entitled to receive such treatment, free of cost, in a medical facility established under the Punjab Employees Social Security Institution (PESSI).
- 7.3 The family of a secured home-based Worker shall also be entitled to medical care as determined by the Governing Body of PESSI.

**8. TRAVEL AND TRANSPORTATION:**

- 8.1 The employer shall pay for the cost of travel of the home-based Worker as required under the terms of the contract.

**9. OBLIGATION:**

- 9.1 The home-based worker shall abide by the rules and regulations of the employer's company stipulated in conformity with the law.
- 9.2 The home-based worker shall not engage in any unlawful activities.

**10. DISPUTE AND TERMINATION OF THE CONTRACT:**

- 10.1 In case of a dispute between the employer and the home-based worker, the dispute shall be settled in accordance with the Act, the rules and regulations made thereunder, and the terms and conditions of this contract.
- 10.2 In case the employer intends to terminate this contract, he shall give one month's prior notice in writing to the home-based worker or pay one month's wages in lieu thereof.
- 10.3 In case the home-based worker intends to terminate this contract, the home-based worker shall give one month's prior notice in writing to the employer.

**11. MISCELLANEOUS:**

- 11.1 The employer and the home-based worker shall be bound by any condition which may not be mentioned in this contract but may be applicable to them under any other law for the time being in force.
- 11.2 In case the employer fails to implement any of the conditions of this contract, the employer shall compensate the home-based Worker for the loss so incurred.

In witness whereof, the undersigned having fully understood the contents of this contract stated herein, have signed this contract.

<b>Signature: employer</b> (.....)	<b>Signature: home-based worker</b> (.....)
CNIC No. ....	CNIC No. ....
<b>Signature: Witness 1</b> (.....)	<b>Signature: Witness 2</b> (.....)
Name: .....	Name: .....
s/o, d/o .....	s/o, d/o .....
CNIC No. ....	CNIC No. ....
Mobile No. ....	Mobile No. ....

**Inayat Ullah Lak**  
**Secretary**