

**Regulation No. (44) of 2024  
Flexible Work Regulation**

**Issued pursuant to Articles (2) and (140) of the Labour Law No. (8) of 1996**

**Article (1):** This Regulation shall be called "The Flexible Work Regulation for the year 2024" and shall come into force after the lapse of thirty days from the date of its publication in the Official Gazette.

**Article (2) (A):** The following words and expressions shall have the meanings assigned to them hereunder unless otherwise provided by context:

<b>The Law:</b>	<b>The Labour Law</b>
<b>Minister:</b>	<b>Minister of Labour</b>
<b>Flexible Work Contract:</b>	<b>A written agreement whereby the worker undertakes to work for the employer within one of the forms of flexible work specified in these Regulations and under his supervision, management and guidance in exchange for a wage.</b>
<b>Remote Work:</b>	<b>Work performed by the worker for remuneration outside the sites designated for work.</b>
<b>Part-Time Work:</b>	<b>An agreement for the worker to work fewer hours than those stipulated by Law if the nature of the work allows for it.</b>
<b>Work Within Flexible Hours:</b>	<b>An agreement to distribute the worker's specified daily working hours throughout the day, provided that the total number of daily working hours distributed is not less than the number of hours stipulated by the Law or the internal regulations of the relevant company.</b>
<b>Extensive Work Week:</b>	<b>An agreement to distribute the weekly working hours over fewer days than the agreed-upon number of working days, provided that the hours worked in any single day shall not exceed eleven hours.</b>

<b>Flexible Year:</b>	<b>A seasonal employment arrangement where one works for specific months and receives a salary spread evenly across the entire year, with a guarantee that the total duration of unpaid leave does not exceed two months annually.</b>
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The definitions contained in the Law shall be adopted where provided for in this Regulation unless the context indicates otherwise.

**Article (3):** The employer and the worker may agree to adopt one or more of the following forms of flexible work:

- (a) Remote work.
- (b) part-time work.
- (c) Work within flexible hours.
- (d) Extensive work week.
- (e) Flexible year.
- (f) Any form of flexible work that the Council of Ministers decides to add based on the recommendation of the Minister.

**Article (4) (a)** The employer may employ any worker under one of the forms of flexible work if the nature of the work offered aligns with any of the flexible work forms.

**(b)** Subject to the provisions of Article (6) of this Regulation:

- 1- A non-flexible employment contract may be converted to one of the flexible work forms by mutual agreement between the employer and the worker.
- 2- Workers in companies that implement the Flexible Work Regulation from the categories outlined below may request to be converted to work according to the flexible work forms specified in this Regulation:
  - (a) Regular workers enrolled in any academic or vocational programs at all levels.
  - (b) Nursing mothers and pregnant women if their health condition necessitates such work, based on a report from a medical authority approved by the employer.
  - (c) Workers who are responsible for the care of one or more children.

**(d) Workers who are responsible for the care of a first-degree family member or relative who requires assistance in performing their daily activities, based on a report from a medical authority approved by the employer.**

**(e) Workers with disability.**

**Any worker whose job nature aligns with any of the flexible work forms specified in this Regulation.**

**Article (5) (a): The Flexible Work Contract shall be documented in writing.**

**(b) The Flexible Work Contract shall include the following data:**

**1- Worker details**

**2- Company and employer's information.**

**3- The specified flexible work form and the tasks required from the worker.**

**4- The number of agreed working hours, along with their start and end times.**

**5- The start and end dates of the flexible employment contract, as well as the start and end dates of the original employment contract, if applicable.**

**6- The amount of wages and allowances agreed upon.**

**7- The rights and obligations of both the worker and the employer.**

**8- Any other matters that are agreed upon and required by the nature of the work.**

**Article (6) (a): The worker submits a request to the employer to switch to a flexible work arrangement, considering the nature of the work and the workforce size. The employer shall notify the worker of the decision to approve or reject the request within ten working days from the submission date.**

**(b) The employer may not change the nature of the employment contract to a Flexible Work Contract or vice versa if doing so would undermine the rights of the worker stipulated by Law.**

**(c) The worker and the employer may transfer from flexible work to non-flexible work and vice versa after a period of no less than three months from the date of the transfer.**

**Article (7) In part-time work, the agreed-upon percentage of hours between the worker and the employer shall be taken into account when calculating**



annual leave, sick leave, and any other types of leave, excluding maternity leave and breastfeeding breaks.

**Article (8):** The employer who applies flexible work shall comply with the following:

- (a) Provide all necessary equipment, tools, systems, software, and electronic means required for the worker to perform their job.
- (b) Not to discriminate between workers engaged in flexible work and those engaged in non-flexible work.
- (c) Ensure the privacy of workers in their use of computers or electronic means while performing their work.
- (d) Establish a mechanism for evaluating workers.
- (e) Define a mechanism for supervising and guiding workers.
- (f) Provide reasonable accommodations and accessibility options for persons with disabilities.

**Article (9)** The employer who employs ten or more workers and implements flexible work is required to amend their internal regulations to align with this Regulation.

**Article (10) (a):** The employer shall provide the Social Security Corporation with the data stipulated in Article (5) hereof.

- (b) Workers engaged in any form of flexible work as specified in this Regulation shall be covered by the provisions of the Social Security Law in accordance with the regulations and instructions applicable at the Social Security Corporation.

**Article (11)** A worker who works flexibly shall comply with the following:

- (a) Perform the agreed-upon work in accordance with the guidance and specifications provided by the employer.
- (b) Adhere to the agreed-upon working hours.
- (c) Maintain the tools, devices, and equipment provided to them by the employer and not use them for purposes other than work.
- (d) Comply with the privacy policy established by the employer.

**Article (12) (a)** The worker in flexible work enjoys all the rights afforded to workers under the employment contract and in accordance with the Law, unless any regulation or contract stipulates better rights. The employer may not, under any circumstances, undermine the rights that the worker has acquired.

(b) The contractual relationship between the worker and the employer is subject to the provisions of the Law in cases not specified in this Regulation.

Article (13) The Minister shall issue the necessary instructions for implementing the provisions of this Regulation.

Article (14) The Flexible Work Regulation No. (22) of 2017 shall be repealed.

25/ 6/ 2024



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