

The Outbreak of the Covid-19 Pandemic and the Faithful Execution of Employment Contracts Remotely from Home

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Abstract: This article on the outbreak of the COVID-19 pandemic and the faithful execution of employment contract seeks to draw attention on the need to observe employment rules by executing the terms of employment contracts from home. It raises questions as to whether workers can always execute their employment contracts from home in a faithful manner. The article demonstrates that terms of employment contracts cannot be breached irrespective of the location that an employment contract is being executed. The methodology used is qualitative while incorporating the doctrinal method. Technological ways to defraud workers using information communication technology (ICT) tools to evade supervision and control is exposed in this article. Some workers use some of these technologies and technics to unscrupulously execute their employment contracts. This article is written at time that ICT tools used to communicate work related matters have significantly improved. Such has been used to mitigate the adverse effects of the COVID-19 pandemic in order to avoid frustration of most employment contracts. The article is beneficial to people of all walks of life and governments since employment cuts across all spheres of life. It was found out in the article that working from home is an effective way of executing employment contracts in the event of an outbreak of a pandemic and also that working from home leads to efficiency and economic benefits on both employers and worker. It was also found out that it is convenient to execute employment contracts remotely from home and that despite some frauds by executing employment contracts from home, employers can still use ICT tools to monitor and ensure control over their workers. It is recommended in this article that working from home should be envisaged in all contracts of employment in the event of a pandemic outbreak.

Key words: COVID-19, Faithful execution, Employment Contracts, working from home.

I. Background

Working from home rapidly gained significance in executing employment contracts after the outbreak of the Covid-19 pandemic that was reported in December 2019.¹ The pandemic rapidly spread across the world by 2020 and seriously affected the employment sector. This is because many workers were either infected or exposed to the virus and could no longer effectively execute the terms of their employment from their regular workplaces. The reports of the World Health Organization (WHO) for instance on the 15th of February 2025 showed that seven hundred and seventy-seven million, three hundred and sixty-eight thousand, nine hundred and twenty nine people have been infected by the Virus.² These figures are not conclusive since there are many other cases that have not been reported and the pandemic has not disappeared.

The medical sector has seriously been affected by the outbreak because many medical workers from the beginning did not fully understand the ease at which the COVID-19 virus could be transmitted. As a result of porous information and the inadvertence of some medical staff from the onset,³ some of them died while others became sick and were quarantined as a result. This further raised the death toll.

An examination of the above suggests that the high toll of deaths and the risk of losing more workers by working together in habitual places of work and commuting to work especially in public transport systems only leads to a further spread of the virus. Reasonably working from home became an alternative solution to avoid a further spread of the virus. The idea of working from home was highly welcomed and adopted by the World Health Organization (WHO). Governments, employers' associations, and workers trade unions embraced this as a way to significantly curb the risk of further infection. This could not have been otherwise because there were forced lockdowns imposed by governments across the world. Most workers who were allowed to go to work were only essential staff in the health, defense, and other indispensable services that ensured that lockdowns were effectively enforced.⁴

Although working from home had existed prior to the Pandemic, this aspect of employment became more popular after the outbreak of the pandemic. The apparent difficulty that most health workers and essential workers experienced in rendering their services was that they came into direct contact with other persons. The aspect of physical contact by the medical personnel could not be always avoided due to the nature of their jobs and the terms of their employment contracts. Most of these workers suffered from

¹ www.mc.ncbi.nlm.nih.gov (accessed on the 15/02/2025).

² www.data.who.int/dashboards/covid19/cases (Accessed on the 16/02/2025).

³ Inadvertence breaches part of the responsibilities of a worker under article 19 of the ILO Convention 155.

⁴ This further exposed these categories of workers to the adverse effects of the pandemic.

occupational disease during the outbreak of the virus and could not plead the defence of *volenti non fit injuria*⁵ as was expatiated in the case of *Sidaway v. Board of Governors of the Bethlem Royal Hospital* [1985] A.C. 871 which dealt with informed consent. Under the rules of medical practice, a medical staff can physically examine a patient by close physical contact.⁶ By not doing so can lead to breach of the terms of employment. It may be observed that by not attending to sick patients, a medical staff may also be liable for negligent misconduct under the rules of the medical profession. In such circumstances, a medical staff is expected to render faithful services and may not objectively plead the defense of *volenti non fit injuria* because a medical personnel under such circumstances is expected to ensure his own personal safety while rendering his services provided the employer provides the worker with the right working tools. The duty of the medical personnel amidst the COVID-19 pandemic can be very challenging because they are expected by law and ethics to attend to patients physically.

The COVID-19 pandemic has led to heavy reliance in executing most employment contracts virtually from home with the use of different types of Information Communication Technology (ICT) tools. Thus, the term “working from home” gained prominence after the pandemic outbreak. It should be recalled that working from home is not a new way of executing contracts of employment, but such is usually agreed upon by the contracting parties prior to commencement of execution of terms of employment. Working from home is a regular practice that some employers and employees have engaged upon for a long time. This practice arose due to different reasons most especially with the invention of computers and the internet, for convenience and reduction of operation costs. Therefore, it should be emphasized that working from home didn’t come as a result of the outbreak of the Covid-19 pandemic but was an alternative way that was reinforced to execute contracts of employment due to imposed lock downs and restrictions to physical contacts.

As examined above, it is common practice that some enterprises hire smaller workspaces and organize work virtually from other fixed locations where workers execute their tasks away from their employer’s premises or go to their habitual workplaces in different shifts. The flip effect of working from home because of the COVID-19 pandemic has led to serious losses by landlords because some workspaces in many commercial buildings today are no longer needed. It is common to find many high-rise commercial buildings today in city centers having no occupants. This has invariably led to a drop of rental fares in most of such commercial buildings.

II. The immediate antecedents of the Pandemic on employment contracts.

The outbreak of the COVID-19 pandemic has led to some unforeseen circumstances in the execution of employment contracts that were not initially envisaged by most employers and workers at the time of conclusion of their employment contracts. The outbreak may be considered as an “*act of god*” as was held in the English case of *Taylor v. Caldwell* [1863] 3 B&S 826.⁷ This is because circumstances arose that were beyond the control of contracting parties in fulfilling their own part of employment contracts. Consequently, frustration⁸ was experienced in most employment contracts with the best alternative of executing such contracts remotely from home.⁹

The conclusion of employment contracts normally precedes the execution of their terms, although, some contracts in general and some employment contracts in particular are implied¹⁰ in nature. The outbreak therefore altered the terms of most employment contracts. An employment contract it should be noted refers to a contract between an employer and an employee or a worker with clearly stated terms.¹¹ These terms include but not limited to; the place of work, the duties of both parties, the remuneration, leave periods, holidays, maternity leave, the modes of dispute resolution, the ways the contract can be terminated etc.

Employment contracts are unique because they are executed successively where the employee owes work to the employer while the employer owes wages or salary to the worker. The terms of most employment contracts are also unique as compared to ordinary common law contracts. One of the peculiar features of an employment contract is that an employee or worker puts his services under the control and supervision of the employer.¹² This signifies that the employer has the onus to ensure that faithful services are rendered through supervision and the obligation to remunerate the worker for work done.

⁵ Can be described as a person consenting to risk.

⁶ This is usually done with the consent of a patient except for cases where the patient is unconscious such must be done with due diligence and professional ethics. See www.pmc.ncbi.nlm.nih.gov/articles (accessed on the 15th of March 2025).

⁷ This is when an uncontrollable situation arises where the contractual obligations of parties to a contract cannot be executed, thus leading to frustration. It was introduced in 1863, where a contract becomes impossible to perform when neither party is at fault.

⁸ A contract is said to be frustrated when extraneous circumstances happen after the conclusion of the employment that leads to the inability to

execute the contract. These circumstances are not usually reasonably foreseen by the parties at the time of concluding their contracts.

⁹ The immediate consequence of the Pandemic outbreak led contracting parties in most cases to look for alternative ways to execute their employment contracts from other remote locations like homes.

¹⁰ Employment contracts can be express Like in *Adams v. Lindsell* [1818] 1B & Ald 681 or implied like in *Calill v. Carbolic Smoke Ball Company* [1893]1QB 256.

¹¹ A. G. Bryan, *Black’s Law Dictionary*, Seventeenth Edition, Minnesota, West Group (1999) at P.321.

¹² See for example section 23 of N°92/007 of 14th August 1992 of the Cameroonian labour Code.

It is also important to define a worker before proceeding since the faithful duties of a worker is depends on such status. According to the International Labour Organization (ILO) a worker is defined as a person aged 15 years or over who has done at least one hour's paid work in each week or is absent from work for some reasons for a certain period.¹³

The International Labour Organization (ILO) convention on the fundamental principles and Rights to work does not make faithful service one of the fundamental rights in employment contracts.¹⁴ But the duty to render faithful services is fundamental in employment contracts and needs to be carefully analyzed in the context of working from home (WFH). An employer who authorizes a worker to work remotely from home may have difficulties to effectively know whether the worker has partially breached his duty to render faithful services or not. This may be more so because the employer may not be physically present to supervise the worker. Although ICTs permit supervision via electronic data interchange (EDI), it may also be a strenuous way to supervise and control some workers who have a mastery of computer programmes, communication protocols, networks and generally information technology skills. Supervision and control are the fundamental pillars used to define a worker through the control and integration tests.

Although the requirement of faithful service is key in most contracts of employment, it can be breached due to circumstances beyond the control of the parties. This can arise in the case of frustration in the execution of employment contracts.¹⁵ For instance the parties may be overwhelmed by a natural disaster, war, a pandemic or other situations beyond their control that may lead to frustration of their employment contract. In some cases, it may be possible to take necessary measures as in the case of the COVID- 19 pandemic where most contracts were executed remotely from home. The implementation of the alternative of working from home after the outbreak of the COVID-19 pandemic salvaged many employment contracts despite the fact that the parties did not initially agreed to execute their obligations under their employment contracts from home.

Alternative working environments that elude the dangers of working in the habitual workplaces is presently a more practical option that has minimized the frustration of some employment contracts. The practical relevance of this assertion has been vividly demonstrated in the case of the outbreak of the Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2) popularly known today as COVID-19. Its outbreak led to the option of executing most employment contracts from home that was not in the initial agreement and terms of employment contracts that had earlier been concluded. Due to the successes of working from home, today there is a wide shift of the traditional practice of working in regular workplaces to the alternative of working from home through virtual platforms.

III. Statement of the problem

Working from home generally after the COVID-19 pandemic has experienced huge success to both the employer and the worker in terms of effectiveness, efficiency reduced cost and output. Despite these successes, the faithfulness and effectiveness of a worker during work from home raises some legal issues. This is especially in the case when simulating processes of online or virtual presence are used to mimic effective presence at work during working hours. Most workers are aware that it is difficult to monitor them during work from home and may simultaneously alternate between two jobs without most employers noticing. Secondly, there may be conflict of interest due to the freedom that a worker enjoys by working from home. Another problem that may arise by working from home is the possibility to breach the duty of confidentiality that guards professional secretes which incarnates the duty of faithful service. A problem that may also arise by remotely working from home is lack of adequate supervision and control. The internet is a metaphor of the conventional world that can virtually be used to do similar tasks as much as what happens in the physical world. Although control and supervision may be carried out virtually, the same challenges that employers face to ensure faithful services in the conventional world may be experienced more during virtual work from home. Thus it may be problematic to ensure the proper control and supervision of a worker who works from home with the use of ICT tools. Although these problems may arise that could breach the duty of faithful execution of employment contracts from home, some employment sectors have experienced more efficiency and output by allowing their workers to work remotely from home.¹⁶

Research Questions.

Some fundamental questions are raised in this article to determine whether working from home does not breach the duty of faithful service in employment contracts. The questions are subdivided into the main and specific research questions.

¹³See also for example Section 213 of the South Labour Relations Act 1995 which describes a worker as: any person, excluding and independent contractor, who works for another person or for the state and who receives, or is entitled to receive, any remuneration; and any other person who in any manner assists in carrying on or conducting the business of an employer and Section 23 of the Cameroonian Labour Code of 1992 that defines a worker as; any person irrespective of sex, nationality, who undertakes to place his services in return for remuneration under the direction and control of another person whether an individual or a public or private corporation considered as the employer.

¹⁴ The fundamental rights addressed in the ILO Declaration include freedom of association; the effective recognition of the right to collective bargaining; the elimination of all forms of forced or compulsory labour; the effective abolition of child labour; and the elimination of discrimination in respect of employment and occupation.

¹⁵ This is explained in the law of contract as the "Act of God" or *vis majeure* in Latin where a natural disaster may lead to the frustration of a contract of employment.

¹⁶ Show an example

Main research question.

- To What extent can the duty of faithful services be rendered in an employment contract by working from home?

Specific Research questions:

- How can working from home lead to conflict of interest?
- How can confidentiality in employment contracts be breached by working from home?
- To what extent can the supervision and control of a worker be ensured during work from home by the employer?

Objective.

This article has a main and specific objectives.

General Objective

- To examine the extent to which the duty of faithful services can be rendered in employment contracts by working from home after the outbreak of the COVID-19 pandemic.

Specific Objectives.

- To demonstrate how working from home can lead to a conflict of interest in employment contracts.
- To analyze the various ways that confidentiality can be breached in employment contracts by working from home.
- To evaluate the extent of supervision and control in employment contracts during work from home.

IV. Methodology

This research employs the qualitative research methodology with the use of relevant data from primary and secondary sources. It analyzes primary data in textbooks, article journals, case law and statute with the use of the doctrinal method.

Justification.

This research is done at a time that working from home has become a popular way of executing employment contracts that was not envisaged during the conclusion of most contracts. It highlights and draws attention to the advantages and disadvantages in employment contracts by executing same remotely from homes.

Significance

This article is beneficial to multidisciplinary practitioners especially in the employment sector since employments exist in all walks of life. It provides relevant literature to researchers of all disciplines and students. Its findings and recommendations is beneficial to employers, workers and the governments.

Conceptual Framework.

This article is based on several concepts like the duty of faithful service, confidentiality and trust.

The duty of faithful service in Employment Contracts.

Faithful service in employment contracts is captured in the duties and responsibilities of a worker. It demonstrates the manner in which a worker ought to carry out his duties in the course of executing his terms of employment.¹⁷ That is why most employment contracts, typically spell out for example that; *“a worker agrees to serve the employer faithfully to the best of his ability and abide to the policies, rules, and regulations of the company.”* The constituent elements of faithful service to a greater extent requires a worker to observe the duty to render personal services, duty of care and skill and duty to obey reasonable orders. These duties are summarized by Article 19(a) of the ILO Convention 155 of 1985 that makes it clear that; workers, in the course of performing their work should co-operate in the fulfilment by their employer of the obligations placed upon them. This is also buttressed by the ILO recommendation 164 of 1984 on occupational safety and health.¹⁸ The above signifies that a worker owes a duty to act in good faith in advancing an employer’s interests as was held in the case of *Sylvester v. Beck*.¹⁹

¹⁷ Define faithful service as contained in terms of employment.

The duty to render faithful services in contracts of employment originates from the common law contractual duty of good faith.²⁰ It is a legal relationship arising from a standard of care, the violation of which subjects the actor to liability.²¹ Employment contracts attribute rights and duties to the contracting parties. These rights and duties are part of a contract that is legally binding as per the rules of every contract. It creates obligations that are enforceable or otherwise recognizable at law.²² In the context of this article, this includes amongst others; the duty to render faithful services, the duty of care and skill and the duty of supervision and control by the employer.

An employment contract can be express or implied depending on the type of contract, where the contract is supposed to be executed and the time frame to execute the contract. Employment contracts are special because they are not executed in single instances. Most are always executed successively. Therefore by implication, in all contracts of employment, a worker is required to continuously serve his employer faithfully during all times at work. A worker is not supposed to during work from home act in a way that is contrary or damaging to the employer's interests. This to a greater extent also invokes the common law duty of fair dealing.²³ The duty of faithful service includes but no limited to the obedience of reasonable instructions that emanates from the duty of loyalty.²⁴ The duty of loyalty ensures fair competition and faithful service. Among other things that constitute good faith, there is the duty of loyalty that translates into good faith in employment contracts. It signifies a worker's duty not to act or to agree to act during the period of his employment for persons whose interests conflict with those of the employer in matters for which the worker is employed.²⁵ The penultimate question then, is how does the duty of faithful service translate into the day-to-day obligations of a worker to an employer by working remotely from home on a virtual platform?

The Duty of confidentiality

This duty stems from the need to keep certain information secret during and after the termination of an employment contract. It is also known as the non-disclosure agreement that helps in the competitive advantage of an employer with other employers. It is based on trust and helps on safeguarding trade secrets, trust, internal information, intellectual property, client information etc.

The concept of trust.

Trust is a fundamental aspect of employment contracts that help safeguard customer loyalty and dignity. Trust here refers to ordinary trust as used in English and distinguished from an equitable trust under trust relationships. It is an implied duty in employment contracts that helps in balancing the interests of workers and employers to promote fair and reasonable conduct in the execution of employment contracts.

Determining faithful services while working from home.

Working from home can be considered nowadays as a fundamental aspect of employment contracts especially after the outbreak of the COVID-19 pandemic. As earlier examined, at the onset of the pandemic almost all workers could no longer work from their normal workplaces due to persistent lockdowns. At the same time economies needed to function for human survival although not in their full capacity.

Working from home does not signify that workers should breach in full or any part of their duties and responsibilities since they are integral parts of their employment contracts and are legally binding. This especially pertains to the duty of faithful service as captured in this article. Workers who work from home do so through different communication platforms via proxy servers or through the internet.²⁶ Normally, if a task is such that it can be carried out from home and the objectives achieved through virtual communication, then, the metaphor that exists in what happens in virtual communications and physical communications is true for

¹⁸ All of this are captured in C155 19(a) and R164(16) of the ILO convention and recommendations on occupational safety and health standards of 1984 and 1985. The convention and recommendations clearly demonstrate that: workers have to; co-operate with the employer, to follow safety procedures, consult with the employer on safety issues, take reasonable care for their own safety and other coworkers, take care of other persons who should not be affected by their acts or omissions at work, comply with instructions given for their own safety and health, to use safety devices and protective equipment correctly, not to render safety equipment/plant inoperative, not to make safety devices in-operative or modify it. A worker further has the responsibilities to report any hazard, incident or near miss, injury, danger or unsafe condition, to perform his work safely, to follow site rules and to use personal property equipment at all times

¹⁹ 406 Pa. 607, 178 A.2d 755 (1962).

²⁰ Define good faith

²¹ A. G. Bryan, *Black's Law Dictionary*, Seventeenth Edition, Minnesota, West Group (1999) at P.523.

²² *Ibid* P.318.

²³ *Ibid* P.523.

²⁴ *Ibid* p. 523.

²⁵ This duty could be easily breached if a worker engages work from home on several computers at the same time with the aid of simulating technologies.

²⁶ A proxy server is a system or router that provides a gateway between users and the internet. It helps to prevent cyber attackers from entering a private network.

working from different homes. This implies that the normal decorum and standard of care ought to be exercised when working from home as if the worker was working from his normal workplace.

The objectives of most employment contracts therefore can be achieved through electronic data interchange (EDI) by different workers and employers in the same sector from their different home locations provided there is an active virtual communication network. Thus, it should be emphasized that a worker who works remotely from home is supposed to carry out his duties in the same manner as prescribed in his employment contract irrespective of the fact that he is working on a virtual platform from a different workplace. It can be observed that not all work tasks can be executed from home. This may include tasks where physical presence is needed to render personal services like; the production industry, the food industry,²⁷ the medical sector,²⁸ the transport sector,²⁹ security jobs³⁰ etc.

The duty of faithful service can be tainted while executing employment contracts from home. This can happen in several scenarios that can lead to difficulties by an employer to supervise and control a worker. Some of these scenarios may be; intentional dishonesty by simulating effective presence at work from home, multitasking from home, breach of confidentiality, undue influence, failure to maintain safety and health standards, inadequate computer skills, failure to render personal services etc. therefore, working from home does not vitiate the terms of employment contracts especially good faith, neither does it dispense the requirement to render faithful services. This may be otherwise if workers indulge in some of the misconducts as seen above while working from home. Therefore, by working from home does not mean that workers should render unfaithful services since what happens online is a metaphor or what happens in the conventional world. The only difference is in the manner in which the productivity is communicated.

Conflict of interest during work from home

A worker is not supposed to act or agree to act during the period of his employment for especially persons whose interests conflict with those of the employer in duties for which the worker is employed to do. That is why it was held in *Onorato v. Wissahickon Park, Inc.*³¹ that in the absence of the employer's consent, "no man can serve two masters," at least where the interests of those master conflicts. This position was upheld in *SHV Coal, Inc. v. Continental Grain Co.*³² where it was held that an agent is a fiduciary with respect to matters within the scope of the agency and is required to act solely for the benefit of his principal in all matters concerned with the agency. Therefore, it is a breach when a worker who has been hired by an employer uses the resources of the employer on another employer with competing interests. It is even a violation of the duty of loyalty to use an employer's time or resources to procure and execute another employment.

Possible breach of confidentiality when working from home

This could happen at instances where workers may be distracted away from their computers at home and during this time, their computers are open and vulnerable to intruders.³³ Another possibility that confidentiality could be breached is when workers leave their computers to run on hardware or software that simulates their continuous presence and activity on the computer. During the time of simulation, the computer will not automatically time out and lock itself or any window that is open because the computer is tricked to think that there is a continuous input to it by a human interface. The breach of confidentiality can be aggravated by workers who indulge in the above while consuming substances forbidden at workplaces that impair their smooth reasoning. This aspect portrays indiscipline and misconduct that may hamper the faithful execution of employment contracts.

Issues of Supervision and control while working from home.

Working from home is an ingenious solution to execute contracts of employment amidst the outbreak of a highly contagious pandemic like the COVID-19, a problem may arise as to whether a worker is executing his task from home faithfully. This may be so because workers ought to be under the supervision and control of their employers and by working from home, proper control and supervision may not be guaranteed.³⁴ Working from home may lead to unfaithfulness due to lack of effective control and supervision which are the most fundamental elements of all employment contracts. This can be demonstrated in cases where some workers use different technics and information technology (IT) tools that simulate their effective presence virtually on proxy servers mean while they are away or absent from work. There are modern hardware like the move mouse or mouse jiggler and software settings like "never sleep mood," autolt, applications like; play 2048, clicker games, kittens Game, Universal Paperclips, Hacker Typer etc. that can be used by workers to simulate their presence at work online meanwhile they are away. By using some of these

²⁷ It was observed that during the initial stages of the outbreak of COVID-19, most food commands were done online and deliveries were physically done at entrances to premises of addresses with no physical contact between the purchaser and the supplier.

²⁸ Where the medical personnel had to move to Hospital or medical facilities to personally administer treatment on patients.

²⁹ Who had to physically transport essential workers to their workplaces.

³⁰ Who stayed awake to ensure that the compulsory lockdowns were observed and to maintain peace and order.

³¹ 430 Pa. 416, 244 A.2d 22 (1968)

³² 376 Pa. Super. 241, 545 A.2d 917 (1988)

³³ When a computer is put to the never sleep setting, it becomes vulnerable to intruders. This is because the computers security will not lock it since it assumes that the computer is still in active use.

³⁴ Reference control and supervision

hardware and software many workers who work from home at times end up doing two or more jobs that may have conflicting interests with that of their initial employer. The attitude of working online while alternating between two or multiple jobs at the same time may constitute an offense because it may defraud the tax system of a country.

The benefits of working from home

Studies have shown that working from home to a greater extent increases productivity.³⁵ This increase in productivity can be construed and interpreted positively to portray faithfully execution of employment contracts from home. Working from home as seen in different statistics in the opinion of this article benefits both the employer and the worker provided that work is executed following reasonable standards of care, skill and honesty. It is therefore important since it is the main focus of this article to examine the advantages that are derived by working from home. Generally, working from home may have the following benefits; reduction in travel expenses to and from work places. Reduced risk of occupational diseases and health hazards, reduced fixed cost and depreciation on employers' fixed assets efficiency etc.

Decreased fixed and variable costs.

Fixed and variable cost may be significantly reduced by executing employment contracts from home. In general, variable costs like transport, rents and lodging can be lower by working from home than working in normal workplaces.³⁶ The issue of remuneration under such circumstances is crucial. A solution to this issue can be inferred in contracts of employment themselves. because labour relationships are contractual in nature and the remuneration of a worker is agreed upon prior to the commencement of execution of an employment contract. Failure to consider an increment in remuneration or providing incentives to a worker who works from home can in the opinion of this article lead to unfaithful services being rendered to an employer. Workers may be aware that the fixed and variable costs of the employer significantly drops by moving work away from the normal workplace. Secondly, the utility bills of those workers who work from home may increase without a corresponding increase in their remuneration. But some workers received on time extra pay from working at home.

Most employers have significantly reduced the space where working activities are carried out due to the alternative of working from home.³⁷ This is logical because most workers nowadays work remotely on virtual platforms where their input is communicated. This aspect reduces fixed cost on landed property and lowers the turnover to landlords on rental property. Secondly, transportation cost which may be variable is significantly reduced by working from home thereby causing employers to save extra income by not paying the regular amounts for transport allowances. This, as observed above may lead to a high profit margin to the employer compounded with the fact that some governments like the United States of America government stepped in to provide financial assistance through employers to redundant workers and to defray other operating costs of enterprises. An argument may arise that the employers too had to provide ICT tools and training to some staff that led to unforeseen increase the cost of operations. This aspect can be used as justification for not increasing a workers pay and under such circumstances, a worker ought to continue with the execution of his duties in a faithful manner.

The benefits of working from home to the employer are generally cost effective, Efficiency and increased productivity, Reduction in travel expenses, less risk of occupational diseases and health hazards from working in the normal job sites etc.

Efficiency and increased productivity.

Working from home has in the recent past led to efficiency in task delivery. This may be attributed to the fact that workers who work from home are less likely to spend time on distractions like discussing with other staff at work but rather make conference calls on work related issues. These conference calls increase utility bills and can greatly influence workers to stay on point with their discussions. From a utilitarian perspective, it makes sense under this reasoning to minimize calls costs and maximize utility from staying on point during work related calls. This is further adumbrated by the fact that most employers monitor calls and call costs since they provide most of the ICT facilities and communication credits for their workers. Working from home can be convenient because it imputes no transport fares and no long movement of work tools from one location to the another. It also permits workers to take the most convenient postures in the comfort of their homes while working. By working from home under comfortable conditions efficiency may improve since most people natural feel freer in their own habitual places of abode. Although it has been shown that most workers may spend some unproductive time while working from home, experience has also shown that

³⁵ Studies at Stanford conducted on 16,000 workers in 2021 over a period of nine months revealed that productivity was increased by 13% because of more calls per minute, quieter and more convenient working environment, with more workers doing more minutes per shift with less sick leaves. These workers also showed more work satisfaction with reduced attrition rate of 50%. The studies also revealed that working from home can increase the productivity rate by 77% with 30% doing more work in a shorter time and 24% doing more work in the same period of time. Data from; www.apollotechnical.com/working-from-home-productivity-statistics. That was updated on the 7th Feb 2024. (Accessed on the 25th of May 2024).

³⁶ Although an employer may still need to invest in information technology and communication tools that may raise the operation cost.

³⁷ This has led to less need for space in normal workplaces.

some of these workers work during weekends that leads to more productivity. A study by Owl Labs in 2021 found out that workers received a one-time payment from forty percent by employers for work done from home.³⁸

Exceptions to executing some employment contracts from home.

It may be practically impossible to execute some employment contracts from home because not all work can be done remotely. For instance, in the medical sector, emergency cases may show up in hospitals that need physical attention. Generally, most tasks of medical personnel involve physical contact with a patient. Airlines industries too need to physically move persons and goods across different locations and also do most of their work on the field except for other back desks tasks like reservations and bookings. This is a similar case with security jobs where workers have to be on site to guard physical property and persons in most instances.

V. Conclusion

Working from home has become a significant way unlike before adopted to execute contracts of employment away from regular workplaces especially after the outbreak of the COVID-19 pandemic. Its application in many contracts of employment today shows that there are several benefits that are derived from it. As earlier observed, working from home had existed prior to the outbreak of the pandemic. It only reawakened and reinforced the practice of working from other places through electronic data interchange (EDI) as a serious aspect to consider when concluding employment contracts. Serious considerations therefore in the opinion of this article should be paid to working away from the normal places of work during the conclusion of employment contracts. Employment contracts especially, may insist on the way workers should conduct themselves while working away from their normal workplaces. This article has demonstrated that working from home especially after the outbreak of the COVID-19 pandemic is a better option that reduces the chances of frustration in the execution of employment contracts. It clearly shows the various ways in which this can be achieved and emphasizes on the need to always render faithful services by workers even if they are not within the watchful eyes of their employers while working from home. It has also been demonstrated that some ways can be used to defraud employers by working from home that may lead to breach of employment contracts. This can be through the use of the same ICT tools meant to facilitate the same job. These tools can simulate the presence of workers even while they are away. It is generally concluded that working from home is beneficial but must be carried out in a dignified manner that ensures confidentiality, trust and faithful services in the execution of employment contracts irrespective of the working environment.

³⁸ www.apollotechnical.com/working-from-home-productivity-statistics. Updated on the 7th Feb 2024. (Accessed on the 25th of May 2024).