

Homework – an Expression of Flexi-Security of Work Relations

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Abstract

In a Europe in which flexi-security – as a process of normalizing atypical work – has become a major concern focused on efficient answers to the challenges of globalization and those of a diminished labor force, homework – as a way of flexible work – has become widely accepted in more and more countries having different levels of making this kind of work institutional.

Key words: labor force, homework, flexi-security

JEL Classification: J21, J53

Notional Explanations

The integration of our country in the community economic area implies assuming as well the European values available for work relations philosophy. The diversity of work relations that are asked to be regulated requires a great effort to rethink the numerous laws that govern this domain.

The non-standardized forms of work contracts express, in fact, the ability of social partners to adjust to the new realities imposed within the work relations. Acting in a favorable environment and accepting to turn his home into a place of work, one may raise the productivity of his own work. As it was shown in one of the European documents¹, *in order to be chosen non-discriminating flexi-security, to grant more security, to allow workers to organize their own lives (young people employed in fixed contracts, forced to live together with their parents because of high prices of apartments, single-parent family with a member having a part-time job without being his choice, thus becoming a poor worker) it is recommended to implement profound reforms in Labor Law with the significance mentioned in the answer to the first question, especially by means of social tripartite or bipartite dialogue, according to countries and at the appropriate level.*

In the Romanian reference material² it has been considered that regulating the individual work contract on non-determined period and with full time work not only sets the rule but also has a double perspective: on the one hand, this type of contract shows itself as an independent legal

¹ Social and Economic Council, Green Card, *Modernizing labor law to face the challenges of the XXI century*, p. 11

² Ștefănescu, I.T., *Tratat de dreptul muncii*, Volumul I, Editura Lumina Lex, București, 2003, p. 293.

institution and, on the other hand, it is a source of common law for the other versions of particular individual work contracts. On this base, we must mention that homework does not represent an individual independent work contract. Following the same interpretation used in case of the other specific forms of individual work contracts, we may presume the one presented in this article, namely *the homework contract may be signed both by the full-time employee and by the part-time employee according to the type of work, that is planned or non-planned rate of output*.

The homework contract may also have the form of an unequal or individualized schedule contract in which it is stipulated a period of probation, or it may be registered on a part-time job contract which, from juridical point of view is *a type of the work contract on fixed period with a particular legal character*. Given the fact that this atypical form of individual work contract is not necessarily an individual work contract, it may complete as a consequence another contract, having its source in cooperative work relations, thus adding its essential feature, namely completing the work tasks at the employee's home or residence (but not the employer's office or other place set by joint decision or afterwards). Homework may also exist in special cases, such as a civil contract of providing services³.

As a rule, given the feature of this type of completing work, it has been considered⁴ that it cannot be provided, for example, in case of the contract of apprenticeship at the place of work. The variety of forms for the work contract allowed by law derives from flexi-security. *These varieties of forms of the homework contract may be cumulated, for the same employer or another, taking into account the workloads per day, per week, per month or per year and the concrete necessities of the parts*. Also, they may address to handcraft and manufacturing activities from the field of clothing industry. We should not forget the contemporary crossing between the homework and on-line work, the latter form being just a more advanced version of the first one.

The separation between the contracts previously mentioned as well as the difference between the standard contract and the one that stipulates homework is possible as they are not necessarily separated but analyzed under the relation gender-species. This affiliation relation is the base of interpreting the particular contracts *by identifying this typology within specific forms of individual work contracts*⁵.

Following the same type of interpretation we may assert that, in case of homework contract – usual (simple) or registered on another form of contract – the essential clauses compulsory in special cases must be juxtaposed with the common compulsory clauses for any kind of individual work contract⁶.

As there are no special regulated rules with reference to the basic conditions of this sinalagmatic legal instrument, that is conditions taking into account the legal capacity of parts when signing the homework contract, referring to subject, cause and the available agreement, it is obvious that the general rules⁷ are applied.

We must mention the conventional character – written in art. 105 paragraph (3) and in art. 107 paragraph (2) from the Labor Code – which can also be expressed by setting other conditions

³ Ș. Beligrădeanu, I.T. Ștefănescu, *Dicționar de drept al muncii*, Editura Lumina Lex, București, 1997, p. 108.

⁴ B. Vartolomei, *Telemunca – o nouă formă de organizare a muncii*, în *Dreptul*, nr. 2/2008, p. 64.

⁵ A. Athanasiu, M. Volonciu, L. Dima, O. Cazan, *Codul muncii. Comentarii pe articole*, Vol. I, Articolele 1-107, Editura C.H. Beck, București, 2007, p. 540.

⁶ On large about the conditions of homework contract, see Alexandru Țiclea, op. Cit., p. 627-628.

⁷ I.T. Ștefănescu, op. Cit., p. 264; B. Vartolomei, op. Cit., p. 63; A. Cioriciu Ștefănescu, *Condiții special privind încheierea contractului de muncă la domiciliu în dreptul comparat*, în *Revista română de dreptul muncii*, nr. 2/2008, p. 32-33.

intermediated by the unique collective agreement at national level or by the subsequent ones. But even though there is the possibility of introducing some clauses in the collective labor agreements, neither the unique collective labor agreement at national level in 2007-2010 nor the collective labor agreements for branches of national economy nor those directly negotiated with the employer at institutional level regulate aspects connected with homework.

Therefore, given the rule available for the individual labor contract, namely signing it on non-determined period⁸ and with reference to the place of work the principle of stability and completing the work at employer's office⁹, it is obvious that homework has an exceptional character as it is stipulated by Romanian law especially in the Labor Code in force, art. 105 – art. 107. However, the reference material¹⁰ declares that the type of contract analyzed by us is not an individual labor contract of a special type as the one regulated in the Labor Code but presents the fact that work or tasks are completed at employee's home as main particularity. This essential feature that individualizes this type of labor contract is a source for other elements that make it specific. At the same time, the essential feature previously mentioned, namely the place of work, is interpreted in doctrine¹¹ as being restrictive compared with similar provisions in force in other countries from the European Union or in other states with tradition in the field of work relations in market economy. *Thus, the legislation should have taken into account the fact that countries such as France, Germany, Belgium, Italy, Spain, Switzerland admit the possibility of completing work in other places apart from employee's own home, with the condition that the place of work does not belong to the employer – provision recognized in the Convention of International Committee of Work nr. 177 from 1996 in Romania.*

Not having such a condition, Romania considers *iuris tantum* that work relations are based in a usual individual work contract, relative assumption that can be questioned in case of proving, by any other means of proof, the achievement of the other special conditions. Based on the principle of contractual freedom available for the discipline called Labor Law, the will of parties referring to completing homework may be expressed either before beginning work or during it, thus the legislative will of parties is represented not only by signing an individual work contract but also, as previously mentioned, by signing an additional act whose object is completing work as it is regulated in article 105 – 107 from the code in force at the moment. Therefore, we agree with the opinion according to which the principal basis for completing homework in conditions of the mentioned code is the parties' will, their legislative will¹².

Given the consensual character of the individual work contract, it is considered to be signed *solo consensus*¹³ at the moment of parties' agreement, even if the proving document was signed afterwards and the fulfillment of the contract begins after signing the agreement. As a consequence, and based on this principle, the doctrine appreciates the existence of three special moments¹⁴: the moment of signing the work contract – which is that of the agreement; the moment of enforcing the contract – on the base of the same agreement – and the moment of beginning work effectively. These moments may overlap or not, partially or totally.

⁸ The present *Labor Code* includes the rule (stipulated also by the previous Labor Code) according to which work contract is signed on a non-determined period and only as an exception it may be signed on a determined period in the express conditions mentioned by law (art. 12). (see Alexandru Țiclea, *Dreptul muncii. Curs universitar*, Editura Universul juridic, București, 2007, p. 228).

⁹ A. Athanasiu, M. Volonciu, L. Dima, O. Cazan, op. Cit., p. 540-541.

¹⁰ See I.T. Ștefănescu, Ș. Beligrădeanu, *Codul muncii. Prezentare de ansamblu. Analiza textelor inițiale. Textul integral*, Editura Lumina Lex, București, 2003, p. 81.

¹¹ O. Ținca, *Contractul...*, p. 41; I.T. Ștefănescu, *Tratat de dreptul muncii*, Editura Wolters Kluwer, București, 2007, p. 265.

¹² C. Stătescu, C. Bîrsan, *Tratat de drept civil, Teoria generală a obligațiilor*, Editura Academiei RSR, București, 1981, p. 32.

¹³ A. Țiclea, *Dreptul muncii, Curs...*, p. 187.

¹⁴ Idem, *Contractul individual de muncă*, Editura Lumina Lex, București, 2003, p. 70.

If completing homework is based on parties' agreement¹⁵ according to the Labor Code, in the other cases this modality is a result of special express provisions¹⁶ according to which there can be signed individual work contracts with the professional maternal attendant, professional personal attendant, disabled person and pensioner for disablement level III. These forms of homework take into account the protection of certain categories of people exposed socially and economically: children under placement or emergency placement¹⁷, disabled adults who do not have a home and income or with income at the average wage on economy¹⁸.

Homework. Content and Specific compared with Classical Type of Work

Economic globalization, strategic changes taking place in the international business market, fast technological development, migration of labor force are phenomena that mark profoundly both community economy and especially national economies. In search of efficient solutions to the problem of unemployment, countries have imposed the identifying of practical solutions. The variety of completing work forms, in the context of mentioned conditions, was asked to be regulated. It is enough to make reference to the appearance of on-line work and homework as forms of making work relations concrete, which at first represented atypical forms for those employers got used to the old forms and forced to adjust to the new conditions. Classical interpretation according to which work has to be completed at the employer's office has deeply changed.

Although the increasingly number of flexible work contracts improves the rates of capacity, it also contributes significantly to segregating the market and stresses insecurity faced by workers especially with reference to the incomes which do not always satisfy their basic needs. Homework maintains the financial independence set between employer and employee, in the context in which the employer keeps the control over work relations.

Therefore, homework must be delimited from other forms of work. Even though these activities seem to allow for some sort of independence as for the place of work and work environment, they do not remove the economic dependence on employers. These kinds of employees are not considered enterprisers, but they complete paid activities and should benefit from the same conditions regarding social insurance, security and safety at the place of work granted by employers. Deep changes that have affected work market impose more than ever integration of the new flexible forms of regulating and completing work, emerged as a result of people's wish to harmonize profession with family life.

The need of workers to benefit from a larger flexibility in setting the schedule and the way of working is often contradicted by the policy of employers with reference to capacity. In this context, homework must be seen as an efficient alternative to value the capacity of employees to work according to the increasing demands of a society focused on profit. In the table below we present a comparative analysis between classic work and homework.

¹⁵ I.T. Ștefănescu, *Tratat...*, Editura Wolters Kluwer, București, 2007, p. 264.

¹⁶ Ibidem, p. 265; A. Țiclea, *Tratat de dreptul muncii*, Ediția a II-a, Editura Universul Juridic, București, 2007, p. 628.

¹⁷ See art. 1 from the Decision of the Government nr. 679/2003 regarding the conditions of possessing the licence, licence procedures and the status of the professional maternal assistant.

¹⁸ See art. 5 point t related with art. 45 paragraph (1) from Law nr. 448/2006 with reference to protecting and promoting disabled people.

Table 1. Advantages and disadvantages in the relation classic work – homework

CLASSIC WORK		HOMEWORK	
ADVANTAGES	DISADVANTAGES	ADVANTAGES	DISADVANTAGES
The existence of a frame based on regulations specific to internal and international legislation	The existence of direct authority relations between employers and employees	It stimulates employee's creativity as it covers a large field and fits employee's expectations	Lack of direct control from the employer
Work program links technological requirements with the economic and managerial ones	Rigidity of work schedule	Higher flexibility of work schedule, the employee being the one who sets the time and moment when he works	The time allotted to work does not observe a well manage schedule as the employee performs homework and he may set the program on his own
The relations between employees and employers are professional, of mutual assistance and respect	The employee performs only intermediate stages in the work process, he does not have a complete image over the finite product	Employee's satisfaction of getting the final products (goods, semi-finished products, etc.) by his own work	It contributes to strengthening the segregation of work market
Concentrating within the same space of the operations and technological stages specific to complete execution of service (goods). It ensures quick and efficient solving of various deficiencies emerged during the work process	The existence of expenses for arranging and maintaining the production places. The increase of costs caused especially by the control over the quality of services and goods	Most of all, success depends on assuming responsibility on behalf of the employee	The worker does not benefit from direct support when there emerge deficiencies in operational execution
Solidarity between employees has professional, cognitive and aesthetic connotations, connected both with profession and other aspects of life (family). Strong division of labor which leads to a high level of productivity.	Communication by means of informal channels	It sustains active involvement of workers in the production process due to flexible work schedule	Impossibility to represent the image of the company
Intervention in case of limit situations connected with worker's protection is immediate, professional and fully supported by the employer	The existence of narrow spaces of production and downtime which cause a decrease to work productivity. The routine of the employee and the diminish of his ability to be aware enough of the consequences of the performed activities	Diminished production expenses and especially indirect expenses. Great attention focused on family, resulting in an efficient balance between life and work	Inexistence of conflicts and disagreements between workmates. The employee is relatively controlled and consequently there is no accurate representation of the process

Source: author's view

Regulating Homework in Compared Law

In the context of variety of forms of performing work, technological progress and complex consequences implied by adjusting to the economic area, the national specific has developed new and various forms of valuing human potential, among which the problem of homework. Regulation of this aspect at national level has been possible by transferring the legislation of the community documents specific to the domain, but without adjusting them to the Romanian realities. The need to regulate work relations according to the contemporary evolution of market economy implies adjusting them to the more demanding expectations of employers and forms of superior valuing of work potential.

The first regulation specific for the domain is the Convention OIM nr. 177/ 1996 regarding homework, whose provisions were developed afterwards by adopting the Recommendation nr.184/ 1996 regarding homework, fundamental normative acts specific to this kind of performing work. The adjustment of these documents had effects on European level. Two years later, in 1998, the European Committee adopted the Recommendation regarding the adoption of Convention OIM, but it did not have the expected results because only four European countries ratified that document. It can be added the Agreement regarding on-line work, S/2002/206.01.02, signed at Brussels in 2002 which was meant to complete the juridical frame specific to the domain.

Regulating homework in Romania has an eloquent history. The first regulation in the domain is represented by the Decision of the Ministers Council no. 1956/1970 with reference to using homework in order to make handcraft items and other kinds of products and services. At present the national regulation of these aspects can be found in the Labor Code as well as in other few normative acts such as the Decision of the Government no. 679/ 2003 regarding the conditions of possessing the certificate, the procedures for certification and the status of the professional maternal assistant or the Law no. 448 / 2006 referring to protecting and promoting the rights of disabled people. As it can be seen from the character of regulating documents, the use of homework is focused on those aspects which allow for a superior valuing of work potential and conditions.

If it were to discuss other elements such as the subjects of the homework contract it comes out that, contrary to the Romanian Labor Code, which does not regulate certain incompatibilities, the legislation of other countries is different.

For example, Italy forbids signing work contracts for a year for those companies which dismissed their employees or suspended the individual contracts as a result of reorganizing, restructuring and conversion programs¹⁹. Art. No. 310 from the Labor Code of Belarus mentions that it is not admitted to sign a homework contract between parents and children, brothers, sisters, brothers-in-law, grandchildren and grandparents, parents-in-law and daughters-in-law/sons-in-law.

In our country the Labor Code does not specify the restriction of the qualities of employer of homework workers only in the advantage of private persons or legal persons²⁰, compared with the provisions L 721-1 in the French Labor Code which mention that only legal persons achieve the condition of homework contract employment.

The Russian Labor Code not only allows the private person to employ homework employees but also develops this situation in a whole chapter (Chapter 48 called *Particularities of regulating work of the employees of an employer – private persons*, in seven articles, from art. No. 303 to art. No. 309).

¹⁹ See O. Ținca, *Contractul...*, p. 38.

²⁰ However, it should be mentioned that in Romania the rule is that the employer is a legal person and only by exception he may be a private person. See A. Țiclea, *Tratat...*, 2007, p. 387.

As for the other part of the homework contract analyzed – the employee or homework worker – we must mention that the general conditions provided by law in case of signing the work contract are compulsory. According to the term which defines this category of workers, that of *homework worker*, we mention that the term has deep origins, identified two centuries before the appearance of the word *freelancer* used nowadays by the one who *works at home*. At that moment there were workers who made at their homes certain types of products ordered by an employer.

The situation is not very different nowadays. Thus, some of the workers produce goods or handcraft items, others perform services, make accountability or work on computers, based on a typical work contract signed with an employer. There are also called homework workers the persons who perform their activities based on special laws in the field of social security law. These examples are offered by the professional maternal assistant, professional personal assistant, disabled person, pensioner with level III disability.

As for the time element, it may be appreciated by law that the period of the homework contract may be determined or non-determined, and the work time stipulated in the contract may be full or partial. For example, art. 1 point 5 from Federal Law regarding homework in Switzerland mentions that the law is applied taking into account the effective specific of work relations²¹ but not the express name of the contract.

The reference material in our country appreciates that it is inappropriate to apply a sanction to change automatically the homework contract into a typical work contract as long as it is proved that the express will of the parties is to base the work relations on the homework contract.

From the point of view of relevance it is not so important that the place of work is only the employee's home. In fact, it would be difficult to prove this and the employer wouldn't have any reason to check it, being interested only in the activity performed outside his office.

The previous mention regarding the control has only declarative character, given the fact that neither the concrete way or the mechanism to realize this or the sanction in case of disregarding it is mentioned. It is obvious to be so, as the employer's right to check the activity of the worker cannot be turned into an obligation.

The *place of work* mentioned in the art. 106 in the Labor Code is also included in other similar normative acts in other countries, with little differences. For example, the Labor Code in the Russian Federation mentions in the art. 109 the direct or indirect way of checking the place of work²². Even though the worker can perform his activities not only at home (at the address mentioned in the work contract) but in other places as well, according to the type of his work. *It would be absurd to consider that the homework worker is stuck in his home*²³.

It is representative the example of a fashion designer who performs a creative activity and cannot be limited only to a closed space – namely the apartment – but, making use of the technological instruments can afford to go out in a cultural or natural environment meant to inspire him/her. In this case, what would it be the answer to the question about the place of work?

We must admit that in practice the situation is sometimes different but under the law. It often happens that the person who expressed the wish to work at home and the potential employer are in different places at great distances and the employer is not interested in checking if the place

²¹ See A. Cioriciu Ștefănescu, op. cit., p. 32-33.

²² See I. Mihailov, *Reglementarea juridică a muncii la domiciliu*, în *Revista de dreptul muncii și dreptul securității sociale*, Anul I, Nr. 22008, p. 9-16, traducerea din limba rusă a articolului din Jurnalul *Novoie v buhgalternskom uciote i otciotnovsti*, Editura Economist, M., 2006, nr. 19, p. 12-22, de Croitoru V. și Croitoru Gh.

²³ See A. Cioriciu Ștefănescu, *Condițiile...*, p. 32-33.

of work of his future employee is also his home. For the one who pays it is the results and work efficiency that counts and not the place of the activity. If the place of work – stipulated in the contract and agreed – would be at a less distance from his office than the home of the employer, then this could be considered an advantage for him, given the expenses for the transport of raw material and finite products which are incumbent on him according to the Labor Code. We might also mention that the provisions do not make any distinction between the fixed address and residence – by residence meaning that attribute of identifying the private person in space by indicating the temporary place of living – fact which makes us believe that if the employer didn't agree with the place of performing work different from the employee's home, this latter one could get a floating visa corresponding to the place where he actually performs his work, signing a contract of rent or accommodation with the owner of the building where he will work, or making use of another legal possibility. Therefore, the homework worker has, in principle, a fixed place of work, not provided by the employer but by himself, even though not in his own home.

It can be seen that even if the provisions of the Romanian Labor Code are more concise, they do not have restrictive effects within other means of control – which, in fact wouldn't be necessary, given the fact that the control over a building would be difficult in the conditions of observing the inviolability of privacy.

Except for the particularity analyzed by us, the existence of homework contract depends on fulfilling other conditions as well, whose necessity derives from the analysis of art. 105 and 106 from the Code. Thus, homework contract must observe the following conditions: to be in written, the responsibility available for each position allows for performing such kind of homework at employee's home, this one sets by himself the schedule, the parties agree with the schedule during which the employer is entitled to check employee's activity and the concrete way of realizing the control. Also, the employer has to provide the transport to and from the employee's home, depending on the raw material that is necessary for the activity and the finite products as well.

As for this latter responsibility of the employer, it has been appreciated²⁴ that the text in which it is mentioned in the Labor Code is lacunar, because there is no stipulation about the support of the counter value of the raw material on behalf of the employer, as well as the expenses supported by the employee during the work process (the costs for electricity, heating system, running water and so on). If these expenses were supported by the employee, then his wage would be considerably diminished as a result of counting the expenses supported for completing his work.

As a result of missing an express provision in the Labor Code meant not to allow the diminution of employees' wage as a consequence of performing homework, it is considered²⁵ that the parties of the homework contract may choose between the following: either the raw material is provided by the employer – solution resulting just from the text of art. 6 letter c) as long as the employer is responsible for provide the transport to and from the employee's home – or the raw material is provided by the employee – on employer's expenses, or benefiting from an appropriate wage, able to afford such expenses.

These conditions mentioned in the Labor Code are applied both to the initial individual homework contract and the additional act which changes this individual homework contract, therefore only in case of agreement the parties may decide whether the homework is performed or not at employee's home. This way of establishing the homework contract cannot be set discretionary by either of parties.

²⁴ See O. Ținca, *Contractul...*, p. 41.

²⁵ A. Țiclea, *Tratat...*, Editura Universul Juridic, București, 2007, p. 628.

As for the trends in the subject available for other countries, we can add that in Spain the wage of the worker that performs homework – no matter its established form – is at least equal with one of an employee in the professional category equivalent for the economic sector he belongs to, in the conditions of performing some similar economic – financial results. The employer is responsible for counting the work hours and this record must be checked by the work control according to legal local provisions (art. 116[16] from the Labor Code in Spain).

The situation is different in Italy, where the employer is not responsible for organizing work and setting the schedule, context in which the wage is fixed according to the results of work, appropriate to the fees mentioned in the national and branch collective contracts.

In Hungary there are performed at homework only those activities that can be completed independently, given that the wage of the employee depends on the result of his work, materialized in a certain product. It does not matter the effective time taken for the employee performing his work, but the law stops the employer from imposing work rules more disadvantageous for the homework workers, compared with those who perform their activities at his office. As a result of the analysis we see that in countries from the East Europe such as Uzbekistan the legislation provides that the homework worker sets his own schedule as it is a consequence of the quantity of work tasks and of other conditions mentioned in the homework contract.

This requests great attention on behalf of the employer who has to take into account the time norms available for different types of activities in order not to exceed the normal time period taken for performing the whole set of activities but also not to be placed under the reduced period of work time established by law for certain categories of employees: the usual ones, those under 18 or the disabled ones. Even if the employee is helped by the members of his family in performing his work, they are not responsible for the quantity and quality of the products, but only him, as a party in the homework contract, may be made responsible by the employer, in case in which the products do not correspond to the requests stipulated in the contract.

Moreover, the employer is responsible when he does not take all the measures imposed by preventing this dissocializing which the employee is involved in²⁶. As a result, we see that the juxtaposition of the legal norms in different states does not cause major differences. Also, as for the situation of the employees on the European labor force market who perform homework, compared with those who work at the employer's office, the law does not allow for the diminution of the first ones' rights.

Conclusions

According to the Labor Code, the concept of *homework* defines the paid activity performed by a person called *homework worker*. It must be mentioned that not any type of house or apartment is appropriate for performing a certain kind of work. Moreover, when it is about organizing homework process it is necessary to take into account providing the conditions regarding employee's safety and security. Social cooperation should not be neglected; therefore the homework performed by the employee should not prejudice the neighbors' rights, disturb them or cause other inconveniences. This is the reason why the neighbors should agree when certain activities are performed. As a consequence, we may interpret the concept *the employee works at home* according to the interest of the both parties and their will, meaning by this a single aspect: the place of work is not at employer's office. We may also consider that this regulation sets the rule referring to the place of performing work, the exception being that the activity is performed in another location than the employer's office or employee's home.

²⁶ See B. Vartolomei, op. Cit., p. 66.

One of the components of the politics of flexi-security is represented by flexible and trustworthy contractual agreements. There should be supervised their adjustment to specific circumstances of each country, which must develop its own flexible but safe contractual agreements. According to these ideas we should mention the position of the European Committee which suggests contractual segmentation as the first way of flexi-security, by means of a balanced distribution between flexibility and security, in order to create *points of entering the capacity* for the new comers and promote their progress by favorable contractual agreements.

In case of flexible contractual provisions, there should be taken into account, in addition to the restriction of protecting capacity – for the employees on non-determined and determined period²⁷ – the variety of contractual provisions, work conditions and their justifying²⁸, elements identified as essential indicators for flexi-security. Therefore, flexi-security may be interpreted as a numerical flexibility of employees, connected with the safety at the place of work by means of specific ways of contracts, among which homework.

Although the normative acts in force do not define homework contract, they regulate the institution of homework employer in art. 105 paragraph (1) from the Labor Code. In other words, homework employer is that one *who performs the attributes of his position at his home*. This definition is also available for Romanian juridical material²⁹.

According to the laws in most of the developed countries from Europe and the United States of America, local regulations also certify the right for homework and the appeal to a flexible work schedule for those persons who take care of disabled children, those with family problems as well as disabled workers. Moreover, for social and economic deprived categories it is regulated a fundamental right to sign homework contracts according to law in countries from the former Soviet Union.

Extending homework in Romania represents a source for increasing the level of capacity and consequently decreasing of unemployment especially in the former mono-industrial areas. We give the example of developing such activities meant to attract local resources in the economic network, connected with valuing local traditions for tourist purpose. Mono-industrial areas (having huge industrial plants) with high level technology may be exploited by creating small and middle business companies. It must be taken into account that although those types of industrial plants had a relatively unique profile, their functioning presumed professionally diversified labor force able to provide the development of homework activities.

Diversifying homework activities represents a source of income for various categories of people, as the specific of work nowadays is not any more directly related with the presence in a certain place, and, as a consequence, homework can be performed by various categories, starting with the field of scientific research and ending with fixing. It should not be neglected the fact that homework involves both the main contractor and the members of his family, exceeding thus critical periods of maximum effort. Under the conditions of decentralization that is generalizing subsidiaries, homework represents a source of income for the local budgets and as a consequence an increase of the community spirit.

In conclusion extending and diversifying homework is a source of increasing PIB, strengthening the community spirit and flexicurity of work resources.

²⁷ According to the Committee for Cooperation and Economic Development. See the available information at the address <http://massetto.sourceoecd.org/vl=821271/cl=20/nw=1/rps/home.htm>.

²⁸ http://epp.eurostat.ec.europa.eu/portal/page?_pageid=1090,30070682,1090_33076576&_dad=portal&_schema=PORTAL.

²⁹ See A. Țiclea, *Tratat de dreptul muncii*, Editura Universul Juridic, București, 2007, p. 627.

References

1. *** *Codul securității sociale*, Gâlcă, C. (editor), Editura Wolters Kluwer, București, 2008.
2. Athanasiu, A., Volonciu, M., Dima, L., Cazan, O., *Codul muncii. Comentarii pe articole*, Vol. I, Articolele 1-107, Editura C.H. Beck, București, 2007.
3. Beligrădeanu, Ș., Ștefănescu, I.T., *Dicționar de drept al muncii*, Editura Lumina Lex, București, 1997.
4. Popescu, A., *Dreptul internațional și european al muncii*, Ediția 2, Editura C.H.Beck, București, 2008.
5. Ștefănescu, I.T., Beligrădeanu, Ș., *Codul muncii. Prezentare de ansamblu. Analiza textelor inițiale. Textul integral*, Editura Lumina Lex, București, 2003.
6. Ștefănescu, I.T., *Tratat de dreptul muncii*, Volumul I, Editura Lumina Lex, București, 2003.
7. Ștefănescu, I.T., *Tratat de dreptul muncii*, Editura Wolters Kluwer, București, 2007.
8. Țiclea, A., *Tratat de dreptul muncii*, Editura Universul Juridic, București, 2007.
9. Ținca, O., *Drept social comunitar*, Editura Lumina Lex, București, 2005.

Munca la domiciliu – expresie a flexi-securității relațiilor de muncă

Rezumat

Într-o Europă în care flexi-securitatea – ca proces de normalizare a muncii atipice – a devenit o preocupare majoră focalizată pe răspunsuri eficiente la provocările globalizării și ale diminuării forței de muncă, munca la domiciliu – ca modalitate flexibilă de lucru – a devenit larg acceptată în din ce în ce mai multe țări, cunoscând diferite niveluri de instituționalizare.