



Human Resources and
Social Development

Labor education of major rights and duties In the Saudi Labor law

Second Edition

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EMPLOYMENT CONTRACT

For the worker and employer

Employment contract?

An employment contract is a contract concluded between an employer and a worker, whereby the latter undertakes to work under the management or supervision of the employer in consideration of a salary.



The employment contract must be executed in duplicate, one copy per each party.



The employment contract must be of a fixed term (for a non-Saudi), and if it is not specified then the work permit is the term of the contract.



A contract is valid even if it is not written. In this case, the worker alone may prove the contract and the rights resulting from it by all means of proof. Each party may request writing of the contract at any time. As for workers of the government and public institutions, the appointment decision issued by the competent authority will be considered "in loco" contract.

THE EMPLOYMENT CONTRACT CONTAINS

The employment contract must be in accordance with the standard form of the employment contract formulated by the Ministry, and the parties may add other provisions in a manner that does not contradict with the provisions of the Labor Law, its regulations and issued executive decisions.



01
Name and place of the employer



03
The document necessary to prove the worker identity



02
residence address



04
Name and nationality of the worker



05
Name and nationality of the worker



07
Agreed wage, benefits and allowances



06
Type and place of work



08
Date of joining

PROBATIONARY PERIOD



- If the worker is subject to a probationary period, the employment contract will expressly state and clearly specify that the worker be under probation, so that it does not exceed ninety days. A written agreement between the worker and the employer may extend the probationary period, if it does not exceed one hundred and eighty days. Eid Al-Fitr, Eid Al-Adha and sick leave are not included in the probationary period. Each of the parties has the right to terminate the contract during this period unless the contract contains a text that gives one of them the right to terminate the contract.



- Eid Al-Fitr and Eid Al-Adha holidays and sick leave are not included in the probationary period.



- A worker will not be employed under probation more than once by one employer. Excluded from hereto, by a written agreement between the parties of the contract, the worker may be subjected to another probationary period provided that:

To be in
another job

or another
work

the worker's relationship with the employer has
ended for a period of no less than six months



- If the contract expires during the Probationary period, both parties do not deserve compensation, and the worker does not deserve an end-of-service pay.

RENEWAL OF EMPLOYMENT CONTRACT



- A fixed-term employment contract will terminate at its term. If both parties continue to enforce the contract, it will be considered renewed for an unspecified period. (Taking into account Article 37 of the Labor Law as regards non-Saudis)
- If the fixed-term contract includes a provision to renew it for a similar period or for a specified period, it is renewed for the agreed-upon period. If the renewal is repeated three consecutive times, or the original contract term with the renewal periods reach four years, whichever is less, and both parties continue to implement, the contract will be converted into an unspecified period contract.

WORKER DUTIES



Performing and perfecting work



Obeying superiors



Respecting laws and regulations



Nondisclosure of job secrets



Respect for working times

GENERAL RIGHTS IN THE EMPLOYMENT CONTRACT



- The worker will not be assigned to work that differs substantially from the work agreed upon without his written consent, except in cases of necessity which may be required by occasional circumstances for a period not exceeding thirty days per year.



- the employer may - in cases of necessity that may be required by occasional circumstances for a period not exceeding thirty days per year - assign the worker to work in a place that differs from the agreed upon location without his consent provided that The employer bears the costs of the worker's transport and residence during that period.



- The employer will not transfer the worker without a written consent from his original place of work to another one that requires changing his place of residence.



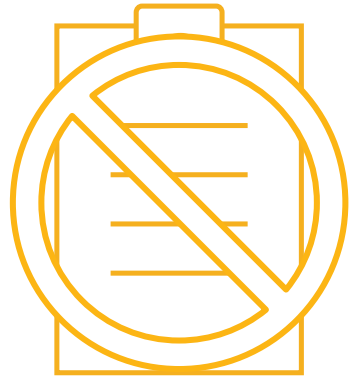
- If the contract is for a specific task, then the contract ends with the completion of the assignment agreed upon.



- A worker with a monthly wage will not be transferred to the category of daily- paid workers or those paid by the job or weekly-paid / hourly-paid workers unless the worker agrees in writing, without prejudice to the rights that the worker has acquired in the period spent with the monthly wage.

TERMINATION OF THE CONTRACT

- In the contracts of unspecified period, the other party must be notified of the termination of the contract by a notice according to what was specified in the contract, provided that the notice is not less than 60 days if the worker's wages are paid monthly and not less than 30 days for other workers.
- If the notice is issued by the employer, the worker has the right to be absent during the notice period for a full day in the week or eight hours during the week, in order to search for another job with his entitlement to the wages of this day or the absence hours, and The worker will determine the day and hours of absence, provided that the employer has at least notified this the day before the absence. The employer may exempt the worker from employment during the notice period, with the duration of his or her service being calculated continuously until such time limit expires, and The employer will be bound by the consequences thereof, in particular the worker's entitlement to the notice period.
- A worker has the right to leave work without notice while retaining all his statutory rights in certain cases (according to the provisions of Article 81 of the Labor Law).
- An employer will not cancel the contract without remunerating, notifying, or compensating the worker, except in the cases specified in Article (80) of the Labor Law and on the condition that he is given an opportunity to express the reasons for his opposition to the termination.
- The employer will not terminate the service of the worker due to illness before the time limit for the leave stipulated in Article (117) of the law, and the worker has the right to request joining his sick leave with the annual one.



WHEN DOES THE EMPLOYMENT CONTRACT EXPIRE?



If both parties agree to terminate it (provided that the consent of the worker be in writing).



If the period specified in the specified contract expires



Based on the will of one party in contracts of unspecified period, according to what was mentioned in Article (75) of this law.



The worker has reached the age of retirement as stipulated by the provisions of the social insurance law, unless the two parties agree to continue working beyond this age.



The majeure force



Closure of the business permanently



End the activity for which the worker is employed, unless otherwise agreed.



Any other case stated otherwise by another law.

WAGES



Wages and all payables of the worker will be paid in the official currency of the country.



The employer shall commit to paying the wages through banks at their specified times.

TYPES OF WAGES



Monthly: paid once a month.



Daily: paid once a week.



On a piecework basis: If the job lasts more than two weeks, the worker gets a payment every week that suits what he has completed, and takes the rest of the wages during the second week of delivering the work.

WORKING HOURS



- The worker may not actually be employed more than eight hours per day, if the employer adopts the daily system, or more than forty-eight hours per week, if he adopts the weekly system. Actual hours of work are reduced during the month of Ramadan for Muslims, so that they do not exceed six hours a day, or thirty-six hours per week.
- Working hours may be increased to 9 hours for some categories of workers or in some dangerous or harmful industries and works. The categories of mentioned workers, industries and works will be determined by a decision of the Minister.
- The actual working hours for guarding and cleaning workers = twelve hours per day and reduced to ten hours during the month of Ramadan, so that the weekly working hours do not exceed forty-eight hours and thirty-six hours during the month of Ramadan for Muslims except for those whose work in civil and industrial security guarding.
- The periods for rest, prayer and food are not included in the actual working hours.

IF THE WORKER CAUSES ANY DAMAGES

Employer is entitled to:



- Deduct from his wages, if it does not exceed five days' wages in every month.



- An employer has the right to claim, when necessary, by asking for more if the worker has other finances from which he can be repaid.



- The claim of either party will be within fifteen working days, otherwise the right to it will be lapsed and the date of the complaint will begin for the employer from the date of the discovery of the incident and for the worker from the date on which the employer has notified thereof.

No amount will be deducted from the worker's wages for special rights except with his written consent, except in the following cases:



- Recovering the employer's loans if the deduction does not exceed 10% of the wage each month.



- Social insurance contributions and any contributions due by the law.



- Worker's contributions to the savings fund, and loans due to the fund.



- Premiums for any project the employer undertakes to build housing with the intention of owning it to the workers or any other benefits.



- Fines for violations committed by the worker, as well as the amount deducted for the damage.



- Repayment of debt in execution of any judicial verdict, but no more than one quarter of the wage payable to the worker is repaid monthly unless the judgment otherwise includes. The debt of the cost is paid first, and then the food, clothing and housing debt is reimbursed before the other debts.



In any situation, the proportion of the amounts calculated on half of the worker's wage should not be increased unless the labor courts have established the possibility of increasing this rate, or the worker needs more than half of his wages, in which case the worker does not pay more than three quarters of his wages. Whatever the situation is.

HOLIDAYS AND OTHER OCCASIONS



Eid al-Fitr vacation

4 days

It starts from the day following the 29th of Ramadan, according to the timing of Umm Al-Qura



Eid al-Adha vacation

4 days

Starting from the day of standing on the mountain of Arafat.



The Kingdom National Day vacation for 1 day

Begins on the first day of Libra according to the timing of Umm Al-Qura

LEAVES - WORKER

- A period of no less than 21 days as an annual leave with full wage, and is increased to a period of no less than thirty days if the worker who has completed five continuous years in the service of the employer.
- He must take his leave at the time of its due, and he/ she may not waive it or take a cash allowance instead.
- He is entitled to postpone his vacation or days thereof to the following year with the approval of the employer.
- He is entitled to have a pay for days of leave due, if he leaves work before enjoying it (making use of it).
- He has the right to have a wage for days of leave for parts of the year according to the proportion of what he has spent on work.
- Each worker has the right to have a full-wage vacation in certain holidays and occasions.
- The worker may get an unpaid vacation with the approval of the employer, and the employment contract is considered suspended during the leave period if it exceeds 20 days, unless the parties agree otherwise.
- During the vacation period, the worker may not have the right to work for another employer

LEAVES - WORKER



The worker has the right to have a three-day leave with full pay in the case of a newborn child.



And he is entitled to have a five-day leave as a marriage leave,



He is also entitled to have a five-day leave in the event of the death of his spouse, or of one of his family members or relatives.



A worker, if the employer agrees, to affiliate with or accepts his continuation in an educational institution - has the right to have a full-paid leave, for the sake of taking the exam of an unrepeated academic year, its duration is determined by the number of days of the actual exam. However, if the exam is for a repeated academic year, the worker will be entitled to have an unpaid leave according to the number of actual exam days. The worker will be deprived of the leave fee if it is proven that he did not take the exam, and the employer has the right of the disciplinary claim.

If the worker cannot obtain the approval of the employer to affiliate with an educational institution, then he is entitled to get a leave to take the exam. This leave is determined according to the number of actual exam days, counted from his annual leave if available, and when this is not possible, the worker may take unpaid leave according to the number of actual exam days.

* The employer has the right to request documents supporting the aforementioned cases.

ENTITLED LEAVE FOR THE WORKING WOMAN



- The working woman has the right to get a ten- week maternity leave with full pay and it can be distributed according to her desire, starting with a maximum of four weeks before delivery date. Moreover, she has the right to extend the leave for one more unpaid month.



- If she gives birth to a sick baby or a baby with a disability, and his condition requires accompanying the baby, then she is entitled to a month-long leave with full pay, starting after the maternity leave and she has the right to extend the leave for one more unpaid month.

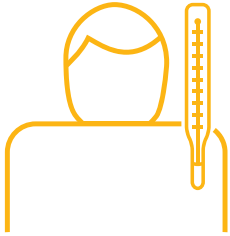


- She has the right to get a four- month and ten days full paid leave for the period of waiting which follows death of her husband. If she is pregnant, she has the right to extend the leave until she gives birth.



- A non-Muslim working woman whose husband dies has the right to get full paid fifteen -day leave.

SICK LEAVE



- The worker is entitled to a sick leave with full wages for the first (30) days, three quarters of the wage for the next (60) days, and an unpaid leave for the (30) days thereafter, in the course of one year, whether these leaves are continuous or intermittent. The year is calculated from the date of the first sick leave.
- An injured worker who has a work injury, in the case of being temporarily disabled, has the right to financial aid equal to his full wages for a period of sixty days, and then he will be entitled to a monetary consideration equivalent to (75%) of his wages for the entire period of his treatment.

If the period of treatment reaches a period of a year or if it is clinically determined that he is not likely to recover or his health condition does not enable him to work, then the injury is considered a total disability. In this case, the employment contract is terminated and the injury is compensated. The employer will not have the right to recover what he had paid to the injured person during that year

VACATIONS- THE EMPLOYER



- The employer will have the right to set the dates of annual vacations according to work requirements.



- Notify the worker of the time of his annual leave before no less than 30 days.



- The employer will have the right to postpone the work vacation after the year of its entitlement if the work conditions require, and for a period not exceeding 90 days. If the work conditions require the continuation of the postponement, the approval of the worker must be obtained in writing, if the postponement does not exceed the end of the year following the year of the leave's entitlement.



- The employer will have the right to request documents supporting cases of childbirth, death, or marriage.



- The employer will have the right to ask the worker for the documents that prove the examination leave and proves attendance and sitting for the exam.



- If the employer proves that the worker has worked for another employer within one of the above-mentioned vacations or leaves, he may deprive him of his wages for the vacation period or recover any vacation pay he may have paid to such worker.

MAJOR GENERAL RIGHTS AND DUTIES OF WORKING WOMAN



- The employer must provide working women with seats to ensure their rest.
- Every employer employing fifty or more working women must prepare a suitable place in which sufficient numbers of babysitters are available, to care for the children of working women under the age of six years, if the number of their children reaches ten or more.
- The Minister may obligate the employer who hires one hundred or more working women in one city to establish a day-care nursery by himself or in partnership with other employers in the same city, or to contract an existing nursery home to care for the children of working women under the age of six during work periods. In this case, the Minister determines the terms and conditions that regulate this day care house, as well as determining the percentage of costs imposed on working women who benefit from this service.

PREGNANCY AND BABY BIRTH



- Employer must supply the necessary medical care for the working woman during pregnancy and baby delivery.
- The employer may not dismiss the working woman or warn her of dismissal during pregnancy or maternity leave, including the duration of her illness arising from either of them, provided that the illness is confirmed by an approved medical certificate, and that her absence does not exceed (180 days) a year, whether continuous or intermittent.
- When a working woman returns to her work after maternity leave, she is entitled to take with the intention of breastfeeding her newborn a period (s) of rest that do not exceed a total of an hour per day, in addition to the rest periods granted to all workers. This period (s) is calculated from actual work hours, and it does not entail a reduction in pay.
- It is not permissible to make woman work after childbirth and during the next six weeks. This woman worker has the right to extend the leave for an additional month without pay.



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