



Human Resources and
Social Development

Domestic Workers List and Those in Their Jurisdiction

May 19, 2022



Human Resources and
Social Development

Ministerial Decision No. () Dated ()

The Minister of Human Resources and Social Development,

In accordance with the powers vested in him by Royal Decree No. (M/46) dated 05/06/1436H, based on Cabinet Decision No. (258) dated 03/06/1436H, which approved the amendment of Article Seven of the Labor Law issued by Royal Decree No. (M/51) dated 23/08/1426H, specifically Paragraph (2): "The Minister, in coordination with the relevant authorities, shall issue one or more regulations for the categories mentioned in Paragraphs (A), (C), (D), (E), and (F) of Paragraph (I) of this Article, including the rights, duties, and other relevant provisions for each category."

In light of the need to regulate the rights and duties of domestic workers and those under their jurisdiction, and after coordination with the relevant authorities,

Decides the following:

First: The regulations for domestic workers and those under their jurisdiction, as attached to this decision, are hereby approved.

Second: These regulations replace the regulations for domestic service workers and those under their jurisdiction issued by Cabinet Decision No. (310) dated 07/09/1434H.

Third: Any provisions conflicting with these regulations are hereby repealed.

Fourth: These regulations shall come into effect one year from the date of issuance.

Fifth: These regulations shall be published in the Official Gazette and on the Ministry's website.

Sixth: The Deputy Minister for Labor shall take the necessary measures for implementation.

May success be with us all,

Minister of Human Resources and Social Development

Eng. Ahmed bin Suleiman Al-Rajhi

General Directorate of Legal Affairs

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Draft of the Domestic Labor Regulations and Those under Their Jurisdiction

General Provisions

Article 1:

The following terms in this regulation shall mean the definitions provided for each unless the context requires otherwise:

Regulation: The Domestic Labor Regulations and Those under Their Jurisdiction.

Minister: The Minister of Human Resources and Social Development.

Ministry: The Ministry of Human Resources and Social Development.

Domestic Employer: Any natural person who recruits domestic labor and those under their jurisdiction through a licensed recruitment agency or contracts directly or indirectly with them to perform domestic work.

Family: The domestic employer and the individuals living with them in their household, who are related to them by blood, marriage, or whom they are legally or morally responsible for.

Domestic Work: The profession of providing direct or indirect personal services performed by domestic labor and those under their jurisdiction for the domestic employer or any member of their family in exchange for remuneration. A list of domestic occupations and related matters shall be issued in accordance with labor market requirements by a decision of the Minister or his delegate.

Domestic Labor and Those under Their Jurisdiction: Any natural person, male or female, who performs domestic work directly or indirectly for the domestic employer and any member of their family, under the supervision and guidance of the domestic employer or their representative. When the term "domestic labor" is used in these regulations, it refers to both domestic labor and those under their jurisdiction.

Remuneration: All compensation given to domestic labor and those under their jurisdiction for their work on a monthly basis as agreed upon in the domestic labor contract.

Forced Labor: All work or services imposed on domestic labor and those under their jurisdiction under threat of any punishment, which the domestic labor has not voluntarily chosen to perform.

Parties to the Relationship: The domestic employer and domestic labor or those under their jurisdiction.

Domestic Labor Contract: A contract binding the parties in a personal employment relationship, in which domestic labor and those under their jurisdiction commit to working directly or indirectly for the domestic employer and their family, in exchange for a specified remuneration, and for a defined duration.

Workplace: The place designated for the permanent or temporary residence of the domestic employer.

Insurance Document: The instructions regarding insurance for domestic labor issued by the Council of Ministers under Decision No. 59I, dated 13/10/1442AH (25/05/2021 AD)

Month: Thirty days.

Year: Twelve Gregorian months.

Article 2:

All periods and deadlines stipulated in these regulations shall be calculated according to the Gregorian calendar, unless otherwise specified in the domestic labor contract.

Article 3:

Any condition, settlement, or waiver contrary to the provisions of these regulations during the term of the domestic labor contract shall be void, unless it is more beneficial to the domestic labor.

Article 4:

The amounts due to domestic labor or their heirs under these regulations shall constitute first-class debts. Domestic labor and their heirs shall have a privilege over all the assets of the domestic employer for their recovery.

Article 5:

No claim related to the rights stipulated in these regulations or arising from the domestic labor contract shall be accepted before the competent court after twelve months from the date of the expiration of the domestic labor contract, unless the claimant provides an acceptable excuse or the defendant issues an acknowledgment of the right.

Article 6:

The employment of individuals under the age of twenty-one is prohibited.

Domestic Work Contract

Article 7:

1. The terms of the contract between the parties in the relationship under a domestic work contract shall be governed by the mandatory contract templates determined by the Ministry.
2. The text in the Arabic language shall be the authorized version in the domestic work contract and shall be translated into the official language understood by the domestic worker in their home country.
3. The domestic work contract is valid even if it is not in writing. In this case, the domestic worker may prove the existence of the domestic work contract and their rights arising from it by all means of proof. The parties in the relationship may request the drafting of the domestic work contract at any time, and the rights of the domestic worker shall not be forfeited if the domestic work contract is not executed in accordance with the provisions of these regulations.
4. The domestic work contract must be for a specified duration, and if it lacks a statement of its duration, it shall be deemed to be concluded and renewable for a period of one year from the date of commencing work.

Article 8:

The domestic work contract shall include, in addition to other conditions agreed upon by the parties, in compliance with the provisions of these regulations, the specification of the following essential elements:

- a. The type of work that the domestic worker is committed to performing.
- b. The names of the parties in the relationship, their nationalities, places of residence, email addresses, contact numbers, a close relative's information, and the national address of the domestic worker employer.
- c. The date of contract formation and its effective date.
- d. The wage that the domestic worker employer is obligated to pay to the domestic worker and the method of payment.
- e. The rights and obligations of the parties in the relationship.
- f. The probation period.

- g. The regulation of daily working hours, weekly rest periods, and overtime hours, as well as cases of necessity for assigning the domestic worker to work not agreed upon in the domestic work contract, within the limits of the occupations and professions specified in these regulations.
- h. The contract's duration, extension, and termination.
- i. Insurance under the domestic work contract in accordance with the regulated instructions.

Probation Period

Article 9:

1. The parties in the relationship may agree in writing to subject the domestic worker to a probation period not exceeding ninety days, during which the domestic worker employer may assess the professional competence of the domestic worker and their personal conduct.
2. Both parties in the relationship have the right to unilaterally terminate the domestic work contract during the probation period.
3. The domestic worker may not be subjected to more than one probation period by the same domestic worker employer unless the parties in the relationship agree that the domestic worker will perform different work than their initial assignment.

Work Regulation (Working Hours - Weekly Rest)

Article 10:

1. The domestic worker may not be employed for more than ten actual hours in one day.
2. Working hours and rest periods during the day shall be regulated so that the domestic worker does not work more than five consecutive hours without a break for rest, worship, and eating, with each break being no less than half an hour at a time within the total working hours. These break periods shall not be included in the calculation of working hours, provided that the daily uninterrupted rest periods do not fall below eight hours.

Article 11:

1. The domestic worker is entitled to a full-day weekly rest with full pay, not less than twenty-four consecutive hours.
2. The day of the weekly rest shall be determined by mutual agreement between the parties in the relationship in the domestic work contract in accordance with the mandatory contract templates determined by the Ministry.
3. In the event that the domestic worker is required to work on their weekly rest day, they shall be entitled to a substitute rest day or a cash allowance, as agreed upon by the parties in the relationship.

Vacations and Healthcare

Article 12:

1. If the domestic worker's service duration is two years and the parties in the relationship wish to renew the domestic work contract, the domestic worker is entitled to a vacation lasting for thirty days. If the domestic worker does not take their vacation, they shall be entitled to a cash compensation for it upon the termination of the contractual relationship.
2. The domestic worker is entitled to a round-trip travel ticket to their home country or place of residence for the entire accrued vacation period or the remaining part of it, whenever they complete two years of service with the domestic

worker employer. If the travel is not final, the domestic worker is entitled to a one-way ticket to their home country or place of residence. If the domestic worker takes their vacation in the Kingdom, they are not entitled to a travel ticket or cash compensation.

Article 13:

1. The domestic worker is entitled to sick leave for a maximum duration of thirty consecutive or intermittent days based on a medical report, calculated as follows:
 - a. The first fifteen days at full pay.
 - b. The subsequent fifteen days at half pay.
2. The domestic worker employer has the right to terminate the domestic work contract if the domestic worker's illness exceeds thirty days, while bearing the cost of the domestic worker's return ticket to their home country and settling all their regular dues.
3. The domestic worker employer may not terminate the domestic worker's service due to illness before the expiration of the specified sick leave period unless the domestic worker requests it in writing.

Article 14:

Healthcare shall be provided to the domestic worker in accordance with the prevailing regulations and instructions in the Kingdom.

Rights of the Domestic Worker (Employer's Obligations)

Article 15:

The domestic worker employer shall commit to ensuring the rights of the domestic worker and fulfilling their obligations as follows:

1. To bear the costs of recruiting the domestic worker, changing their profession, transferring their services, residence fees, work permit fees, their renewal, and any fines incurred by the domestic worker employer. The domestic worker employer shall also bear any fees or amounts established to enable the domestic worker to practice their profession.
2. Not to retain the domestic worker's passport or any of their personal documents, certificates, or personal belongings.
3. Not to physically or verbally assault or engage in any act of violence against the domestic worker.
4. To refrain from any act towards the domestic worker involving slavery or discrimination based on race, gender, age, nationality, or any other form of discrimination, as practiced in the Kingdom and in accordance with ratified agreements.
5. To refrain from sexually harassing the domestic worker, whether verbally or physically.
6. To refrain from any forced labor, forced labor-like practices, or any other activity falling within the scope of human trafficking, as practiced in the Kingdom and in accordance with ratified agreements.
7. To enable the domestic worker to communicate with their family, embassy, and human resources companies and relevant authorities.

8. To provide suitable accommodation for the domestic worker and those under their care either within or outside the workplace, and provide appropriate meals or monetary compensation for them. The Minister shall determine the accommodation and meal allowance regulations for the domestic worker by decision.
9. Not to assign the domestic worker to any hazardous work that threatens their health, physical safety, or human dignity.
10. Not to recruit the domestic worker without having work for them.
11. Not to allow or assign the domestic worker to work for others or for their private benefit, or to work in a profession other than the one they were recruited for, as specified in the domestic work contract and the resident identity card, or to rent the domestic worker's services to others.

Duties of the Domestic Worker

Article 16:

The domestic worker shall commit to the following:

1. To perform the agreed-upon work and exercise due care in doing so.
2. To follow the orders of the domestic worker employer and their family members unless such orders contradict the domestic work contract, the provisions of these regulations, the general system, public morals, or pose a risk or legal liability.
3. To safeguard the belongings of the domestic worker employer and their family.
4. Not to physically or verbally assault or engage in any act of violence towards the domestic worker employer or their family members.
5. To maintain the confidentiality of the domestic worker employer's and their family's private matters that they become aware of during or because of their work and not to disclose them to others.
6. Not to work for their own account or for others or engage in a profession other than the one specified in their domestic work contract and resident identity.
7. Not to violate the dignity of the domestic worker employer or their family members and not to interfere in their affairs.
8. To respect the Islamic faith, comply with the regulations applicable in the Kingdom, and adhere to Saudi society's customs and traditions.

Wage

Article 17:

The domestic worker's wages and any amounts due to them must be paid in the official currency of the Kingdom of Saudi Arabia.

Article 18:

The domestic worker employer must pay the domestic worker's wages monthly in accordance with the methods specified by the Ministry.

Article 19:

1. The domestic worker is not entitled to wages for the days or hours they are absent from work.

2. If the domestic worker appears to perform their work at the scheduled time, or if they express readiness to work at that time, and they are not prevented from working except for a reason attributable to the domestic worker employer, they shall be entitled to wages for the period during which they do not work.

Article 20:

Deductions from the domestic worker's wages are not allowed, except in the following cases, and not exceeding one-quarter of the wage:

1. Costs incurred due to deliberate damage or negligence.
2. An advance received from the domestic worker employer.
3. Execution of a judicial judgment or an administrative decision against them, unless the judgment or decision specifies that the deduction should exceed one-quarter of the wage.

Termination of the Contract

Article 21:

The domestic work contract shall terminate in the following cases:

1. Expiry of the contract period.
2. Mutual agreement of the parties to terminate it, provided that the domestic worker's consent is in writing.
3. Death of one of the parties or the domestic worker's incapacity to work, as confirmed by an authorized medical certificate.
4. The loss of civil capacity by one of the parties, as determined by a medical report from authorized entities.
5. The inability of one or both parties to fulfill the domestic work contract due to force majeure.
6. The domestic worker reaching the age of sixty, unless the parties agree otherwise.

End of Service Reward

Article 22:

Upon the termination of the domestic work contract, the domestic worker is entitled to an end-of-service reward, the value of which is one month's wage for every four consecutive years spent with the domestic worker employer. The last wage shall be the basis for calculating the reward, and it shall be paid on its due date upon the termination of the contractual relationship.

Article 23:

If the domestic worker's service ends, the domestic worker employer must pay their wage and settle their rights within one week at most from the date of the termination of the domestic work contract. If the domestic worker terminates the contract, the domestic worker employer must settle their full rights within a period not exceeding two weeks, and the domestic worker employer may deduct any debt owed to them by the domestic worker from the amounts due to the domestic worker.

Compensation

Article 24:

The domestic worker shall bear the costs of their return to their home country if it is determined that they are unfit for work or if they wish to return without a justifiable reason.

Article 25:

Unless the domestic work contract includes specific compensation for its termination by one of the parties for an unjust reason, the other party shall be entitled to compensation equivalent to two months' wages.

Article 26:

The domestic worker employer may not terminate the domestic work contract without entitling the domestic worker to end-of-service reward or compensation, except in the following cases:

1. If the domestic worker breaches their fundamental obligations as stipulated in the domestic work contract or prescribed under the provisions of these regulations, or refuses to perform work without a justifiable reason after being notified in writing.
2. If the domestic worker intentionally commits an act or negligence with the intent to cause material loss to the domestic worker employer, provided that the domestic worker employer reports the incident to the relevant authorities within twenty-four hours of becoming aware of it.
3. If the domestic worker abstains from work, subject to the domestic worker employer's observance of the relevant regulations and procedures specified by the Ministry.
4. If it is proven that the domestic worker obtained employment through fraud or deceit.
5. If the domestic worker engages in bad behavior or commits an act contrary to honor or honesty.
6. If the domestic worker assaults the domestic worker employer or any of their family members, or engages in activities detrimental to the domestic worker employer or their family.

Article 27:

The domestic worker has the right to terminate the domestic work contract with the domestic worker employer while retaining their statutory rights in any of the following cases:

1. If the domestic worker employer breaches their fundamental obligations as stipulated in the domestic work contract or prescribed under the provisions of these regulations.
2. If it is proven that the domestic worker employer or their representative engaged in deception regarding the work conditions and circumstances during the contract.
3. If the domestic worker or a member of their family is subjected to violence or improper behavior by the domestic worker employer or their representative.
4. If the domestic worker employer or their representative assigns the domestic worker to perform hazardous work that jeopardizes their health or safety.
5. If the domestic worker employer rents out the services of the domestic worker to others.

Occupational Safety and Health

Article 28:

1. Both parties must comply with occupational safety and health requirements in accordance with the provisions determined by the Ministry.

2. Compensation for work-related injuries and occupational diseases shall be paid in accordance with the provisions specified in the insurance document.

Penalties

Article 29:

Without prejudice to the penalties prescribed in other regulations, the domestic worker employer who violates the provisions of these regulations shall be punished as follows:

- a. A financial fine not exceeding twenty thousand Saudi Riyals or a ban on recruiting for a period not exceeding three years, or both.
 - b. Permanent prohibition on recruiting for the violator.
2. The penalty imposed on the violator may be multiplied in case of repeated violations.
 3. Multiple fines may be imposed for violations involving multiple individuals.

Article 30:

Without prejudice to the penalties prescribed in other regulations, the domestic worker who violates the provisions of these regulations shall be punished as follows:

1. A financial fine not exceeding two thousand Saudi Riyals or a ban on working in the Kingdom or both.
2. Multiple fines may be imposed for multiple proven violations by the domestic worker.
3. The domestic worker who violates the regulations shall bear the costs of their return to their home country.

Article 31:

In the implementation of the provisions of Articles 29 and 30, a schedule specifying violations and their corresponding penalties shall be issued by a decision from the minister or his delegate.

Article 32:

Without prejudice to the provisions of other regulations, the Ministry is responsible for receiving complaints, settling them amicably, and regulating violations committed by the domestic worker employer or the domestic worker.

Final Provisions

Article 33:

The fines imposed in accordance with the schedule of violations and penalties shall be transferred to a bank account to contribute to the accommodation and repatriation of domestic worker



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