

**Kingdom of Saudi Arabia**  
**Ministry of Labor**

**GUIDEBOOK FOR EXPATRIATES**  
*Recruited for Work in the Kingdom of Saudi Arabia*

**Second edition**  
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## Introduction

The Ministry of Labour of the Kingdom of Saudi Arabia welcomes all expatriates recruited for work in the Kingdom and wishes them a successful work period until they return to their home countries after the end of their work period.

The Ministry of Labour and all concerned bodies assure all workers that they are guests of the Ministry and that it is eager to take care of them in accordance with the rules of Islamic Sharia', the applicable laws and international conventions.

The Ministry of Labour prepared this Guidebook for all expatriates recruited for work in the Kingdom of Saudi Arabia to provide them with basic information on the Kingdom and to clarify the provisions of the Labour Law, the regulations & decisions rendered pursuant to it which define the relationship between the worker and the employer in order to create a suitable environment for expatriate workers, to maintain their rights, to establish a proper relationship between the two parties and to make better understanding of the labour market in the Kingdom.

The Ministry hopes this Guidebook will realize its objectives, provide answers to expatriate workers inquiries and make them know about work environment in the Kingdom in order to be adapted to it after arrival.

We would be grateful if foreign embassies and consulates in the Kingdom could- in coordination with the competent authorities in their countries- take this Guidebook as a main guide for expatriate workers to make them aware of their rights and obligations.

The Ministry of Labour wishes all expatriate workers a successful work period.

Ministry of Labour

Part One

## Basic Information on the Kingdom of Saudi Arabia

The Kingdom of Saudi Arabia consists of thirteen regions:

Riyadh Region, Makka Region, the Eastern Region, Madinah Region, Qassim Region, Aseer Region, Jazan Region, Najran Region, Tabuk Region, the Northern Frontiers Region, Hail Region, Baha Region & Jauf Region.

Capital	: Riyadh
Population	: 22.6 millions
Religion	: Islam
Language	: Arabic
National day	: 1 <sup>st</sup> of Libra corresponding to 23 September
Currency	: Saudi Riyal (100 hallas); 1 US\$= SR 3.75

The Kingdom applies free market economy and opens the door for workers from all nationalities without restrictions after they satisfy health, occupational, educational and training requirements. Employers have liberty to recruit workers from all over the world in accordance with the provisions of the Labour Law, the regulations & decisions rendered on its implementation and the other relevant laws applicable in the Kingdom.

## Part Two

# General Directives

The Labour Law in Saudi Arabia is a balanced law that regulates all aspects of labour relations between workers and employees and applicable to all Saudi and Non-Saudi workers without discrimination.

Respecting the laws and compliance with their provisions enhances labour relations stability and acts as a key for progress and development. Upon this concept the Ministry of Labour issued this Guidebook for workers and for all bodies concerned with labour relations in the Kingdom. We advise workers, particularly, to abide with the following:

- 1- To conclude written work contracts with their employers.
- 2- To be punctual.
- 3- To avoid absence from work without prior permission or valid reason.
- 4- To obey the orders and instructions of their immediate supervisors.
- 5- To avoid assaulting supervisors or the manager in-charge by word or hand.
- 6- To refrain from malingering.
- 7- To abide with occupational health & safety instructions.
- 8- To avoid tampering with the equipment and tools of firm or tools of work sites.
- 9- To avoid escape from work place except in emergencies.
- 10- To return to work in time after the elapse of annual vacation or any other vacation.
- 11- After entering the Kingdom, a worker has to make sure that his employer has started procedure for rendering work license & residence permit (Iqama) within 90 days from the date of arrival. Any permit or authorization required by any other body for practicing work or profession will not be acceptable as a substitute for work license.
- 12- To avoid working for others as it violates the law unless official procedure are satisfied.
- 13- To avoid working in a job other than that mentioned in the work license before satisfying the necessary legal procedure.

- 14- To appeal to the competent labour office in your work region if you face any problem or grievance from the concerned persons of the firm in which you work and you fail to settle it amicably.
- 15- To avoid trafficking in persons or in visas as it is an illegal practice and punishable by the Law.
- 16- A firm shall bear medical costs of its employees according to its work organization regulation approved by the Ministry of Labour or to the Labour Law.
- 17- A firm shall subscribe for all employees in Occupational Hazards Branch of Social Insurance Law. The provisions of Occupational Hazards Branch of Social Insurance Law shall be applied on work accidents and occupational diseases.

### Part Three

## Residence Permit (Iqama) & Work License and Recruitment Costs

- 1- An employer shall issue residence permit (Iqama) & work license for the worker he recruits within 90 days from the date of the worker's arrival at the Kingdom. In case an employer fails to issue residence permit (Iqama) & work license, he shall be responsible for any fines resulting from that. In this case a worker's service shall be deemed in breach of the Law and the decisions regulating the employment of Non-Saudis. Workers shall, in such a case, notify the competent labour office of that to take the necessary procedure against the employer.
- 2- A worker shall be medically fit for the work for which he is recruited and free from any disease under a medical certificate rendered from a competent medical body in the Kingdom in accordance with the instructions issued in this respect.
- 3- A work license shall be issued for one or two years and shall be renewable for a similar period under the consent of the employer and the worker both. A work license shall be renewed immediately after expiry to avoid fines applied under the laws of residency and labour on employers who delay renewal. As non-renewal affects the worker, the worker shall request his employer to renew residence permit (Iqama) & work license as long as the work relation exists between him and his employer. If an employer fails to respond to the worker's request, the worker shall notify the competent labour office of that to take the necessary procedure against the employer.
- 4- The employer shall be responsible for workers' recruitment fees, fees on issue & renewal of residence permit (Iqama) & work license, fees resulting from renewal delay, fees of sponsorship transfer for work, job title change fees and re-entry visas fees.
- 5- All workers must hold residence permit (Iqama) & work license during their travel within the Kingdom and to show them to the concerned government bodies including labour office officials and passport police.

### How to obtain residence permit (Iqama) & work license?

#### Work license:

A work license shall be issued by the Ministry of Labour (labour offices) under certain conditions while a worker should satisfy the following conditions:

- 1- a worker should have legally entered the Kingdom
- 2- a worker shall have a work contract with a Saudi or a non-Saudi employer licensed for work under Investment Law.
- 3- a worker shall have a passport valid for, at least, six months.
- 4- a worker shall have professional competence or academic qualification required by the country.
- 5- a worker must be medically fit and free from all diseases.

**Residence permit (Iqama) :**

Residence permit (Iqama) shall be issued from passport departments located in various regions of the Kingdom under certain conditions.

## Part Four

# Work Contract

- 1- a work contract is a contract concluded between an employer and a worker by which the latter undertakes to work under the control and supervision of the employer against a wage. The work contract shall include the work conditions agreed upon between the two parties.
- 2- The worker shall conclude a work contract with the employer with whom he will work or with his duly authorized representative. This contract shall be written in Arabic or in dual language (Arabic & an other language) knowing that the Arabic text will prevail in case of dual language. No other work contract may be concluded.
- 3- The worker shall receive a copy of the work contract to hold it during all the period of his work in the Kingdom.
- 4- A work contract shall include the date on which it is concluded, the date of work commencement, place and period of work, salary, allowances and the worker's job. A work contract for a non-Saudi worker shall be written and for a definite period. If the contract period is not mentioned, the work license period shall be deemed the period of the work contract.
- 5- The work contract shall state clearly whether a worker is hired on probation. Probation period shall be clearly stated and may not exceed 90 days in which the Lesser Bairam & Greater Bairam holidays and sick leaves are not included. Both parties shall have the right to terminate the work contract during the probation period unless the work contract states for the exclusive right of one party to terminate the work contract. A worker may not be placed on probation for more than one time with one employer. Except that, a worker may be subjected to an other period of probation for no more than 90 days upon agreement of the contract parties, provided that it shall be in an other job. If the contract is terminated during the period of probation, no party shall be entitled to compensation and the worker shall have no right in service award for the period of probation.

Part Five  
**Working Hours & Vacations**

- 1- A worker may not actually work for more than eight hours a day or more than forty-eight hours a week. Working hours may be increased or decreased by the consent of the Ministry of Labour in accordance with the Labour Law depending on the type of activity and work nature. During the month of Ramadan, the actual working hours for Muslims shall be reduced by two hours. The time of a worker's movement from his residence to the work place, periods of rest and prayers shall not be computed in working hours.
- 2- The employer shall pay the worker for overtime working hours an additional amount equal to the hourly wage plus 50% of his basic wage (i.e. additional working hour wage shall be 150%).
- 3- Friday shall be the weekly rest day for all workers at full pay. After proper notification of the competent labor office, the employer may replace this day for some of his workers by any other day of the week, provided that the weekly working hours may not exceed 6 days. The employer shall allow the workers to perform their religious obligations.
- 4- After completing one year of work with the employer a worker shall be entitled to a prepaid annual leave of not less than twenty one days, to be increased to a period of not less than thirty days if the worker spends five consecutive years in the service of the employer. The worker and the employer may agree upon a period more than stated above if it is stipulated in the work contract or in the firm work organization regulation. The employer shall have the right to determine the beginning of his employees' vacations according to the work requirement. The worker may, after his employer's approval, have an unpaid vacation for a period to be agreed upon by the two parties. The work contract shall be deemed suspended for any period which exceeds 20 days of this vacation unless otherwise agreed upon.
- 5- A worker whose illness has been proven shall be eligible for a paid sick leave for the first thirty days, three quarters of the wage for the next sixty days and without pay for the following thirty days, during a single year under a medical certificate rendered by a competent doctor approved by the employer or appointed by a competent government body if the employer has no doctor. An employer may not terminate his worker's service due to sickness unless the period of sick leave set forth in this law elapses. A worker shall have the right to connect his annual vacation to his sick leave.
- 6- A worker shall be entitled to other paid leaves as follows:
  - A worker shall be entitled to three days of paid leave for marriage or in the case of the death of a spouse or one of his ascendants and descendants.

- One day of paid leave in the case of childbirth.
- Four days for the Lesser Bairam holiday starts from the day following to the 29<sup>th</sup> day of Ramadan Month.
- Four days for the Greater Bairam holiday starts from the 9<sup>th</sup> day of Dhu Al-Hijjah Month, and shall be increased to 10 days if the worker intends to perform Hajj only once during his service if he has not performed it before provided that the worker has completed 2 years of service with the employer.
- One day for the Kingdom's National Day (23 September).
- An employer may, at his sole discretion, increase holidays leaves for more than above before or after the time fixed for them.
- Women workers shall be entitled to pregnancy & maternity leave as follows:
  - A female worker shall be entitled to a maternity leave for the four weeks immediately preceding the expected date of delivery and the subsequent six weeks. The probable date of delivery shall be determined by the physician of the firm or pursuant to a medical report certified by a health authority. A woman may not work during the six weeks immediately following delivery. During the maternity leave, an employer shall pay the female worker half her wage if she has been in his service for one year or more, and a full wage if she has served for three years or more as of the date of commencement of such leave.
  - When a female worker returns to work following a maternity leave, she shall be entitled, in addition to the rest periods granted to all workers, to a rest period or periods not exceeding in aggregate one hour a day for nursing her infant.
  - An employer shall be responsible for the costs of medical test, treatment and delivery.
  - An employer may not terminate the employment of a female worker or give her a warning of the same while on maternity leave.
  - A female worker whose husband passes away shall be entitled to a fully paid leave for a minimum period of fifteen days as of the date of death.

## Part Six

# Termination of Work Contract:

1. **A work contract shall terminate in the following cases:**
  - If both parties agree to terminate it, provided that the worker's consent be in writing.
  - If the term specified in the contract expires.
  - At the discretion of either party in indefinite term contracts.
  - The worker attains the age of retirement, which is sixty years for males and fifty five years for females, unless the two parties agree upon continuing work after this age. The retirement age may be reduced in cases of early retirement as provided for in the work organization regulation. If it is a fixed term work contract which extends beyond the retirement age, it shall terminate at the end of its term.
  - Force majeure.
  
- 2- **An employer may terminate the contract without an award, advance notice or indemnity in the following cases, and provided that he gives the worker a chance to state his reasons for objecting to the termination:**
  - If, during or by reason of the work, the worker assaults the employer, the manager in-charge or any of his superiors.
  - If the worker fails to perform his essential obligations arising from the work contract, or to obey legitimate orders, or if, in spite of written warnings, he deliberately fails to observe the instructions related to the safety of work and workers as may be posted by the employer in a prominent place.
  - If it is established that the worker has committed a misconduct or an act infringing on honesty or integrity.
  - If the worker deliberately commits any act or default with the intent to cause material loss to the employer, provided that the latter shall report the incident to the appropriate authorities within twenty-four hours from being aware of such occurrence.

- If the worker resorts to forgery in order to obtain the job.
- If the worker is hired on probation.
- If the worker is absent without valid reason for more than twenty days in one year or for more than ten consecutive days, provided that the dismissal be preceded by a written warning from the employer to the worker if the latter is absent for ten days in the first case and for five days in the second.
- If the worker unlawfully takes advantage of his position for personal gain.
- If the worker discloses work- related industrial or commercial secrets.

**3- Without prejudice to all of his statutory rights, a worker may leave his job without notice in any of the following cases:**

- If the employer fails to fulfill his essential contractual or statutory obligations towards the worker.
- If the employer or his representative resorts to fraud at the time of contracting with respect to the work conditions and circumstances.
- If the employer assigns the worker, without his consent, to perform a work which is essentially different from the work agreed upon and in violation of provisions of Article (60) of this Law.
- If the employer, a family member or the manager in-charge commits a violent assault or an immoral act against the worker or any of his family members.
- If the treatment by the employer or the manager in-charge is characterized by cruelty, injustice or insult.
- If there exists in the workplace a serious hazard threatening the safety or health of the worker, provided that the employer is aware thereof but fails to take measures indicating its removal.
- If the employer or his representative, through his actions and particularly his unjust treatment or violation of the terms of the contract, has caused the worker to appear as the party terminating the contract.

- 4- A worker may not be terminated without valid reason. In case a worker is terminated for no valid reason, he shall appeal to the competent labour office.
- 5- After the work contract expiry, a worker shall- in principle- return to his country after he obtains all his rights. A worker shall appeal to the labour office if his employer fails to pay him all his rights.
- 6- No final exit visa shall be issued to any worker unless his/ her employer submits an evidence to prove that the worker has already received all his/ her dues.

## Part Seven

# National Recruitment Offices

1. There is a number of national recruitment offices licensed for work in the Kingdom and permitted to mediate in recruitment of expatriate workers from abroad.
2. These offices work upon certain conditions and banned from collecting any charges from expatriate workers against mediation to recruit them from abroad. These offices shall collect their mediation charges from the employers who demand them to recruit workers from abroad upon agreement between both parties (i.e. between the licensed office and the employer).
3. In case any national recruitment office collects any money from any expatriate worker as recruitment charges, the worker shall notify the nearest labour office in the Kingdom of that in order to take the necessary procedure against the owner of the concerned office, as these offices are banned from collecting any charges from expatriate workers in accordance with the provisions of the Labour Law and the instructions organizing the work of national recruitment offices.
4. National recruitment offices may recruit expatriate workers for their own account and under their supervision to provide labour services to satisfy the demand of employers for a limited period of time according to the instructions organizing this service. Provided that manpower recruited by these national recruitment offices shall be restricted to male workers only and not include female workers.
5. Providing labor services shall be subject- without limit- to the following restrictions:
  - Providing suitable housing for workers.
  - A contract concluded between the recruited expatriate worker and the recruitment office shall state the right of the office in the operation of the recruited expatriate worker under the office supervision to provide labor services to the interested employers.
  - Compliance with all obligations imposed by the Labor Law, the Social Insurance Law, the Regulations and Decisions rendered in implementation thereof.
  - Labor services shall be extended against suitable wages.

## Part Eight

# Labour offices and the Commissions for Settlement of Labour Disputes

There are thirty seven labor offices distributed to all regions and most provinces of the Kingdom as in the schedule at the end of this Guidebook. Each worker in the Kingdom shall have the right to contact any of these labor offices to inquire about his work relation with his employer and to be enlightened on his obligations and rights. A worker shall have the right to complain to the nearest labor office.

Labor Offices shall consider all labor disputes and try to settle them amicably between the worker and the employer. If they fail to do so, they shall raise complaints to the competent commissions for settlement of labor disputes. These commissions act as private courts to consider labor cases and settle them in accordance with the Labor Law. These Commissions are:

- 1- The Preliminary Commissions for Settlement of Labor Disputes;
- 2- The High Commission for Settlement of Labor Disputes.

**Part Nine**  
**List of Labor Offices**  
**in the Kingdom as per Regions & Provinces, their Telephone**  
**Numbers and the Telephone Number of Expatriate Workers'**  
**Care Department at the Ministry**

Labor office	Tel. No.
Labour Office in Riyadh Region	01/4039857
Labour Office in Kharj Province	01/4548231
Labour Office in Dawadmi Province	01/6420920
Labour Office in Majmaa' Province	06/4321724
Labour Office in Wadi Addawasir Province	01/7840264
Labour Office in Zulfi Province	06/4220235
Labour Office in Shaqra Province	01/6221342
Labour Office in Makka Region	02/5420745
Labour Office in Jeddah Province	02/6311687
Labour Office in Taif Province	02/7461616
Labour Office in Qunfudah Province	07/7320761
Labour Office in Madinah Region	04/8654416
Labour Office in Yanbu Province	04/3222688
Labour Office in Al-Ula' Province	04/8840830
Labour Office in Qassim Region (Buraidah)	06/3250387
Labour Office in Onaizah Province	06/3640285
Labour Office in Al-Rass Province	04/3333502
Labour Office in Hail Province	06/5321139
Labour Office in the Eastern Region (Dammam)	03/8261419
Labour Office in Ahsa' Province	03/5822801
Labour Office in Hafr albatin Province	03/7220220
Labour Office in Khobar Province	03/8641541
Labour Office in Abqaiq Province	03/5661324
Labour Office in Jubail Province	03/3620150
Labour Office in Khafji Province	03/7660380
Labour Office in Ras Tannurah Province	03/6670424
Labour Office in Aseer Region (Abha)	07/2242128
Labour Office in Bisha Province	07/6226718
Labour Office in Baha Region	07/7253240
Labour Office in Najran Region	07/5224995
Labour Office in Jazan Region	07/3213671
Labour Office in Jauf Region	04/6241766
Labour Office in Qurayyat Province	04/6421108
Labour Office in Tabuk Province	04/4221181
Labour Office in Alwajh Province	04/4421970

Labour Office in the Northern Frontiers Region (Arar)	04/6627128
Labour Office in Turaif Province	04/6521029
Expatriate Workers' Care Dept.	01/2104588