



Human Resources and
Social Development

Awareness Guide on the Rights and Duties of Employers and Workers

First Edition

2025



Contents

- 01** Worker's Rights
- 02** Work Environment
- 03** Worker's Duties
- 04** Employer's Duties
- 05** Termination of the Employment Contract
- 06** Tips for workers & Employers
- 07** Frequently Asked Questions
- 08** Important Documents



01

Worker's Rights



1. Employment Contract

First: Is an employment contract required?

Yes, it must be written and documented through the platform approved by the Ministry of Human Resources and Social Development ([Qiwa](#)), and it must be based on the unified employment contract form ([Appendix No. 5 of the Executive Regulations](#)).

Including: the employer's name and workplace, the worker's name and nationality, the necessary personal identification details, place of residence, the agreed wage including benefits and allowances, the type and place of work, the date of commencement, the duration of the contract if it is for a fixed term, the fundamental rights and obligations of each party, and the probation period – if applicable.

- Each party must retain a copy of the contract.

Second : Fundamental Rights

Right	Description
Basic Wage	Mandatory as agreed upon by both parties in the contract
Housing Allowance	A suitable cash allowance as compensation for housing if not provided by the employer
Transportation Allowance	A suitable cash allowance if the employer doesn't provide transport from residence to workplace.
Health Insurance	Health coverage for the worker and his family according to Insurance Law
Social Insurance	Registering the worker with social insurance and paying contributions in accordance with the regulations of the GOSI

Third: Can other benefits be added to the contract?

Yes, additional benefits can be included in the employment contract by agreement of both parties.

For example: Additional allowances, periodic bonuses, annual raises

- **Attention:**

Contract terms must not violate the law or undermine the worker's fundamental rights



2. Wages and working hours

First: When is the salary paid?

The wage payment date shall be specified in the employment contract or the establishment's internal work regulations, and payment shall be made via bank transfer.

Second: How many working hours?

Working hours are as follows:



- Number of daily working hours:  8 hours
- Number of working hours per week:  48 hours

- **Attention:**

The worker must be granted a weekly rest day that cannot be compensated with cash. Friday is the weekly rest day for all workers unless another day is agreed upon and the relevant labor office is notified, provided the worker is not prevented from performing religious duties..

Third: Are working hours different during Ramadan?

Yes, during the holy month of Ramadan, daily working hours are reduced for Muslims to:

- Number of daily working hours:  6 hours
- Number of working hours per week:  36 hours

Forth: Is there a commitment to working hours?

Yes, and the employer must place in a visible place at the work site:

- Working hours schedule
- Rest periods
- Start and end times of each shift (in case of shifts)

- **Attention:**

A rest period of at least 30 minutes must be granted after every five consecutive hours of work.

Rest, prayer, and meal breaks are not considered part of the actual working hours, and the worker is not under the authority of the employer during these times. Furthermore, the worker may not be required to remain at the workplace during these periods.

3. Overtime

First: How is overtime pay calculated?

The worker's overtime pay is calculated when working outside of official working hours according to the following:

- 01 Overtime pay is calculated on the basis of the actual wage plus 50% of the basic hourly wage.
- 02 Allowances (such as housing or transportation allowances) are not included in the basis for calculating basic wage, unless otherwise stated in the employment contract or the establishment's internal regulations.

Illustrative example

Sarah works in a company, and her monthly wage is as follows:

- **Basic wage:** 4,000 riyals
- **Actual wage (The basic wage plus all allowances and bonuses):** 6,000 riyals

One month, she was asked to work 3 overtime hours after her regular shift.

How do we calculate her overtime pay?

We calculate the hourly wage based on the actual wage: $6,000 \div 30 \text{ days} \div 8 \text{ hours} = 25$ riyals per hour

calculate the hourly wage based on the basic wage only: $4,000 \div 30 \text{ days} \div 8 \text{ hours} = 16.67$ riyals per hour

calculate the overtime wage:

= Hourly wage + (50% of basic wage) $25 + (16.67 \times 0.5) = 33.33$ riyals for each additional hour

We calculate the wage due for 3 overtime hours: $33.33 \times 3 \text{ hours} =$ approximately 100 riyals

Second: Can the worker be compensated with leave for overtime work?

Yes, if the worker agrees and both parties agree.

Compensation mechanism

- As agreed upon by both parties, provided that it is not less than one and a half hours of leave for each hour of overtime work
- The leave must be used within 60 days from the date of performing the overtime work "Unless otherwise agreed by the parties."
- The compensatory leave must not exceed 30 days in a year

4. Leave Types

- Annual leave

Not less than **21** Days

- Annual leave increases to 30 days if the worker completes 5 consecutive years of service with the employer
- The worker must take their leave during the entitlement year and may not exchange it for a cash payment during the period of employment.
- The employer has the right to set the vacation date based on work requirements, provided the employee is notified at least 30 days in advance.
- By mutual agreement, the vacation may be postponed to the following year.
- If required by work conditions, the employer may postpone the vacation for up to 90 days. If the postponement exceeds this period, written consent from the employee is required, provided the vacation does not go beyond the end of the year following the entitlement year.
- The worker has the right to receive payment for any unused vacation days if they leave the job before taking them, and is also entitled to a proportional vacation wage for any part of the year they worked.

- Official holidays



Eid al-Fitr

For **4** days

Starting the day after Ramadan 29



Eid al-Adha

For **4** days

It starts from the day of standing at Arafat



National Day

For **1** day

September 23



Founding Day

For **1** day

February 22

- **Note:**

If official holidays or occasions overlap with the following

- Weekly rest days: Time off before or after
- Annual leave: The leave shall be extended by the number of overlapping days
- Sick leave: Full wages shall be paid for the overlapping days
- National or Founding Day overlapping with either Eid: No compensation shall be provided
- Working during official holidays is considered overtime and is eligible for compensation

-leaves

- Maternity leave → For 12 weeks
- 6 weeks distributed according to her desire - before or after birth -
- 6 weeks mandatory after birth

A woman may not be dismissed during pregnancy, maternity leave, or illness resulting from either of them.

- Maternity leave for a child with a disability → A month with pay
→ An additional month without pay
- Breastfeeding hour → One hour a day for 24 months
- It can be distributed according to the internal regulations of the entity
- Paternity leave → For 3 days
- Marriage → For 5 days
- Hajj leave → For 10-15 days
- Awarded once after two years of service
- Sick leave → Up to 120 days
- First 30 days: Full pay
- Next 60 days: 4/3 of the wage
- Next 30 days: No pay
- Death of spouse/parent/child → For 5 days
- A Muslim woman shall be granted fully paid leave for 4 months and 10 days
- A non-Muslim woman shall be granted fully paid leave for 15 days
- Death of a brother/sister → For 3 days

Can I take unpaid leave?



Yes, the worker may take unpaid leave with the employer's approval, and the duration is agreed upon between the two parties.

• Attention:

If the leave period exceeds 20 days, the employment contract will be deemed suspended for the period of the excess period, unless otherwise agreed upon..

5. Probation Period

First: What is the probation period?

It is a period during which the worker is placed on probation by the employer to assess their performance. It must be explicitly stated in the employment contract, with the duration clearly specified.

Second: What is the maximum legal duration of the probation period?

The probation period may not exceed **180** days. It may be divided into consecutive periods, provided this is explicitly stated when signing the contract.

Third: Are leaves included in the calculation of the probation period?

The following holidays are not counted in the probation period:

- Eid Al-Fitr holiday
- Eid Al-Adha holiday
- National Day holiday
- Founding Day holiday
- Sick leave

Forth: Can the probation period be repeated?

A worker may not be placed under probation more than once with the same employer, except in two cases:

- If the job or position is different.
- If more than 6 months have passed since the first period ended

In both cases, a written agreement is required.

Fifth: Can either party terminate the contract during the probation period?

Yes, either party may terminate the contract during the probation period without compensation.

Sith: Is an end-of-service award paid if the contract is terminated during the probation period?

No, the worker is not entitled to an end-of-service award if the contract is terminated during the probation period.

6. Non-Saudi worker

Non-Saudi workers are entitled to all fundamental rights established by the Labor Law, in addition to specific regulatory provisions designed to ensure contractual stability and support labor market integrity

- Employment contract

The contract of a non-Saudi worker must be written and of a fixed term

- If the contract does not state the duration, it shall be deemed to be for a period of one year starting from the date of commencement of work
- If both parties continue to implement the contract after its expiration, it will be automatically renewed for a similar period

- Profession and work permit

The employer may not employ the worker in a profession other than that stated in the work permit. The worker may not engage in any work outside that profession until it is officially changed by the competent authorities.

- **Attention:**

Working in an irregular profession = a violation for both the employer and the worker.

- Working for others or on one's own account

The worker has the right to perform their job only for the employer with whom they are contracted and who is registered on the work permit. It is not permitted to employ the worker at any other entity or establishment without following the approved legal procedures

- **Attention:**

Without a [valid employee's permit](#), both the employer and the worker are considered in violation of the law if they do not comply with this provision, and this exposes both the establishment and the worker to the prescribed penalties

- Financial consideration and fees

The employer is responsible for the following:

- Recruitment fees
- Residence and work permit fees and renewal
- Profession change fees
- Exit and return fees
- Transfer fees for the worker whose services he wishes to transfer to him
- Late penalties resulting from those fees, if caused by the employee
- Return ticket to the worker's country upon expiration of the contract
- Expenses for preparing the body and returning it to the country in the event of death (unless covered by GOSI)

The worker is responsible for the cost of returning to their home country if:

- He is unfit for work
- His decision to terminate the contract without a valid reason

- **Note:**

For further clarification on government rights and services, please look to the [Guide to Services for Expatriates](#).



02

Work Environment

Work environment

Prohibition of keeping of official documents:

Under no circumstances may a worker's passport or residence permit be withheld.

Preventing abuse, discrimination and harassment:

All forms of abuse, including verbal or physical violence, discrimination based on gender, nationality, or any other reason, are prohibited in the workplace. All forms of verbal, physical, or moral harassment are also prohibited.

Internal grievance procedures:

A clear and secure mechanism must be provided for submitting grievances or complaints within the facility, ensuring the confidentiality of information and protecting the complainant.

Right to litigation:

If an internal solution is not possible or if any rights are violated, the worker has the right to resort to amicable [settlement of labor](#) disputes with the Ministry of Human Resources and Social Development. If no agreement is reached, the case may be filed with the competent labor court through the [Najiz platform](#).



03

Worker's Duties

Worker's duties

What are the duties of a worker?

- Commitment to working hours, attendance and departure
- Perform assigned duties and adhere to the organization's internal rules and regulations
- Respect your colleagues, managers, and customers
- Commitment to occupational health and safety instructions
- Undergo medical exams requested by the employer before or during work to ensure being free from occupational or communicable diseases
- Provide help and assistance in cases of disasters and dangers that threaten the safety of the workplace or the workers, without requiring additional pay
- Wear uniform if available
- Maintain and safeguard the establishment's tools and property
- Promptly inform the establishment of any changes to your personal or contact information
- Non-disclosure of company secrets & data
- Do not misuse work tools and property, or use them for personal purposes
- Avoid sleeping at work
- Refrain from verbal or physical violence
- Refrain from submitting malicious reports or providing false information

What happens if you violate this?



You may be subject to penalties ranging from a warning to termination, depending on the type and frequency of the violation.

„Look at your establishment's internal work regulations via [Qiwa](#) & the table of violations and penalties provided [in Annex \(1\) – Work Regulations](#) “



04

Employer's Duties

Employer's Duties

What should an employer do?

- **In employment**
 - Writing an employment contract according to the standard form and documenting it through the [Qiwa](#) platform
 - Registering the worker with [the General Organization for Social Insurance](#)
 - Commitment to provide medical insurance for the worker and his family in accordance with the [health insurance Law](#)
 - Compliance with [the regulations governing job announcements and the conduct of job interviews](#)
- **In wages**
 - Paying wages "salaries" on time
 - Pay or compensate for overtime hours
 - Providing suitable housing for workers or paying an appropriate cash allowance in its place.
 - Providing transportation or a suitable cash allowance.
 - Complying with wage documentation and payment through the Wage Protection Program, which aims to ensure transparency and monitor employers' compliance with paying workers on time and as agreed.
- **Attention:**

Failure to comply with the [Wage Protection Program](#) is a violation that will result in the actions and penalties stipulated in the Law
- **In the environment**
 - Not keeping the worker's passport
 - Prevent all forms of discrimination and harassment
 - Respect for religions, cultures and diverse backgrounds
 - Implementation of the approved internal work regulations and associated penalties
 - Empowering women and people with disabilities to have equal employment opportunities and fair conditions

For more regulations and obligations related to the work environment, see:

 [Controls for the Protection Against Behavioral Abuses in the Work](#)

- **Note:**

This decision is an important reference for the employer to ensure compliance with minimum work environment requirements and avoid penalties.



05

Termination of the Employment Contract

End of employment contract

First: When does the employment contract end?

The employment contract shall terminate in any of the following cases:

1. If both parties agree to terminate it, provided that the worker's consent in writing
2. Expiration of the fixed-term contract, unless expressly renewed
3. The desire of either party to terminate indefinite contract, provided there is prior notice and a valid reason
4. Worker resignation
5. The worker reaches retirement age, unless both parties agree to continue
6. Force majeure
7. Termination of business in where the worker works
8. Issuance of a bankruptcy decision or a judicial ruling by the competent court to terminate the worker's contract
9. Other cases provided for by another law

Second: What is the difference between a fixed-term and an indefinite-term contract?

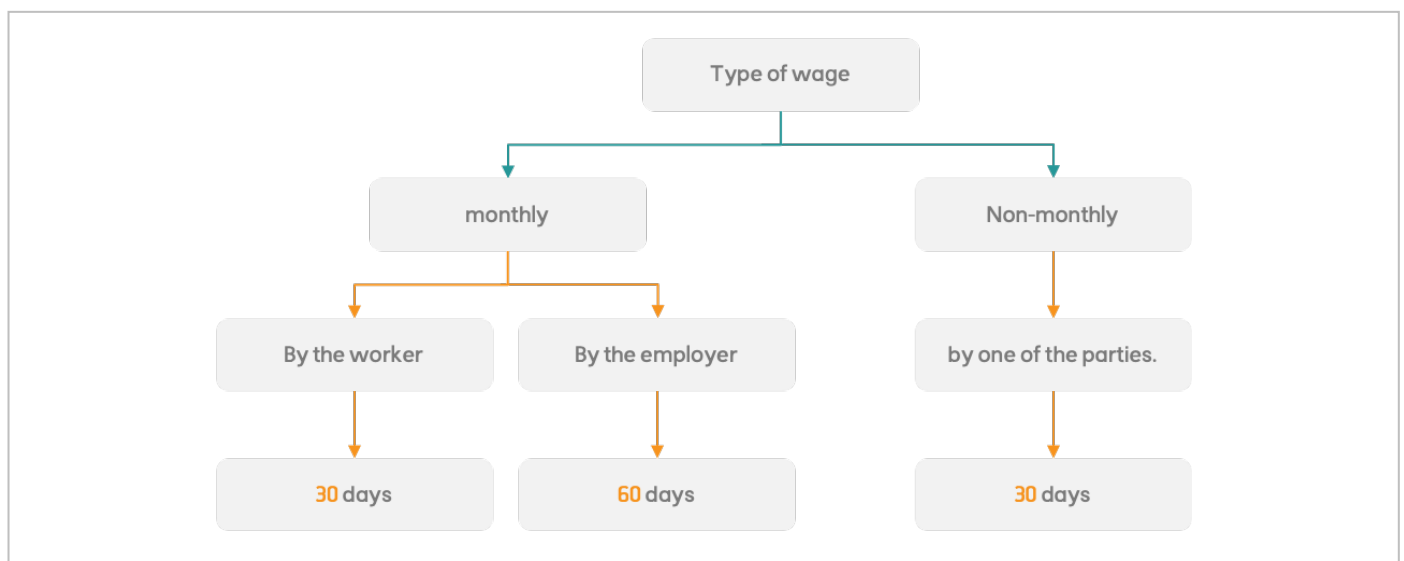
Fixed-term contract:

A contract that has a specified time period and ends upon the expiration of that period.

Indefinite contract:

A contract that does not have a specified time period and may be terminated by either party based on a valid reason and with prior notice.

Third: Notice period for terminating an open-ended contract for a valid reason



- **Note:**

The party that fails to comply with the notice period when terminating an indefinite contract required to compensate the other party, in accordance with Article (76) of the Labor Law.

Forth: Resignation

Which is the worker's written disclosure of their desire, without coercion, to terminate a fixed-term employment contract without attaching any restriction or condition, and the employer's acceptance thereof.

- It is considered acceptable after (30) days from the date of submission if the employer does not respond
- The employer may postpone the acceptance of the resignation for no more than (60) days if required by work interest, provided a written explanation is given to the employee, and the postponement is made before the end of the 30-day response period
- The worker may withdraw his resignation request within (7) days if it has not yet been accepted
- The employee may not postpone the effective date of his resignation
- During the resignation request period, the contract remains in effect, and all rights are considered

Fifth: Compensation in the event of unlawful termination

If the contract is terminated without a valid reason, or without adhering to the notice period, and the contract does not include specific compensation:

- 01 **Contract type:** Indefinite term
Compensation: 15 days' pay for each year of service
- 02 **Contract type:** Fixed-term
Compensation: Salary for the remaining period of the contract

The minimum compensation shall not be less than 2 months' wages.

Sixth: Employer's right to terminate the employment contract due to the worker's absence or other legally permissible causes

The employer may not terminate the contract without end-of-service pay, notice, or compensation—except as stated in Article (80) of the Labor Law—after allowing the worker to present their objections, including:

- Assault, forgery, disclosure of secrets
- Absence for 30 days within the contractual year or 15 consecutive days without a valid reason, provided that termination is preceded by a written warning from the employer after 20 days of absence in the first case, or 10 days in the second case.
- Intentional damage to the facility
- Exploitation of position or committing any act or behavior that violates honor or integrity
- During the probation period

Seventh: Cases in which the worker is permitted to leave work without notice while retaining their legal rights.

- Employer's failure to fulfill his obligations
- Assignment to do fundamentally different work
- Being subjected to physical or verbal assault
- Cruel or degrading treatment
- Unaddressed hazardous work environment
- Fraud at the time of contracting
- If the worker is driven to leave work due to unfair treatment or a breach of contract terms.

Eighth: Illness, leave, and its impact on contract termination

- The worker may not be dismissed due to illness before exhausting his regular leave.
- The worker has the right to link the annual leave with the sick leave.

Ninth: Service certificate and delivery of documents

Upon termination of the contract, the employer is obligated to:

- Providing the worker, free of charge, with a service certificate showing (date of joining – date of completion – profession – last wage)
- The certificate must not include anything that is offensive to the worker
- Return all documents or certificates deposited by the worker

Tenth: End of service award

End-of-service award is calculated upon the termination of the employment relationship as follows:

About the first five years

The worker is given an award equivalent to half a monthly wage for each year of service.

About the years following the first five

The worker is given an award equivalent to a full monthly wage for each of the following years:

- **Note:**

The award is calculated based on the last wage the worker received before the end of the contractual relationship. The calculated period also includes all consecutive years of employment, and parts of a year are calculated in proportion to its duration.


- If the relationship ended due to resignation

- 01 **Service period:** 2 to 5 years
Percentage of the end of service award due: one-third of the award
- 02 **Service period:** more than 5 to less than 10 years
Percentage of the end of service award due: two-thirds of the award
- 03 **Service period:** 10 years or more
Percentage of the end of service award due: Full award

- Exceptions for which the full award is due

- If the worker leaves due to a force majeure beyond his control
- If the female worker is the one who terminated the contract during:
 - 6 months from the date of marriage contract
 - 3 months from the date of delivery

Calculate it electronically via the Ministry of Human Resources calculator:

 [End of Service Bonus Calculator](#)

* You can choose your language



06

Tips for workers and employers

Tips for workers and employers

First: Before the start of the contractual relationship

- **Read the employment contract carefully.**

Make sure you understand all terms before signing or electronically notarizing. Don't hesitate to ask for clarification of any terms you don't understand.

The employer is also advised to ensure that the terms are clear and consistent with the approved standard form.

- **See statutory rights.**

Ensure that the contract does not violate labor regulations or infringe upon basic rights such as wages, vacations, and insurance.

- **Provide a welcoming environment from the start.**

The beginning of a working relationship forms the first impression. It is beneficial to explain the work regulations, rights, and duties to the worker from day one, as this contributes to the stability and continuity of the contractual relationship.

Second: During work

1. The worker

- **Do not sign for your payments before actually receiving them.**

Signing without actual verification may affect your ability to claim later.

- **Report immediately any violations in the work environment.**

Whether it relates to the work environment, safety, or job conduct, you have the right to report without facing any negative action.

The employer must provide a safe and confidential grievance mechanism within the facility.

2. The Employer

- **Document everything related to wages and benefits.**

Ensuring that salaries and benefits are documented through the [Wage Protection Program](#) demonstrates transparency and avoids any misunderstandings later.

Treat everyone fairly and respectfully.

Avoiding any discrimination or abuse reflects high professionalism and enhances the facility's reputation internally and externally.

Be flexible in dealing with the worker's circumstances.

A worker may face personal or health circumstances, and your support in such situations reflects a humane and stimulating work environment.

Third: When a dispute occurs

1. The worker

- You can initiate a resolution through an amicable settlement via the [Wady platform](#)
- You have the right to resort to the competent labor court via the [Najiz](#) platform if an amicable solution cannot be reached

2. The Employer

- Always start by trying to settle amicably. Talking to the worker can resolve many problems without escalation
- Respect the worker's right to seek redress from the competent authorities, and be cooperative in providing the required documents, demonstrating your respect for the Law



07

Frequently Asked Questions

Frequently Asked Questions

1. **Foreign worker:** My manager keeps my passport, what should I do?

This is a clear violation. You can file a complaint via the ["Beneficiary Page"](#) platform.

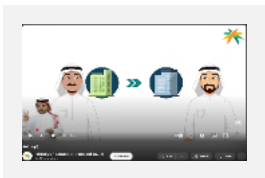
2. **Employer:** I have an employee who is requesting marriage leave. Is he entitled to it?

Yes, he is entitled to 5 paid days, whether Saudi or non-Saudi.

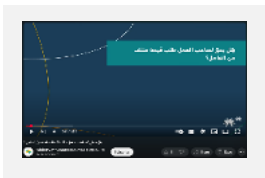
3. **Worker:** Can I take a breastfeeding hour at the beginning of the shift?

Yes, if there is no nursery in the facility, you have the right to specify the time at the beginning or end of the shift.

4. **Worker:** I want to know more about contract termination.



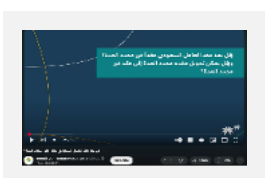
5. **Employer:** Do I have the right to demand payment from the worker for any damaged tools or work property?



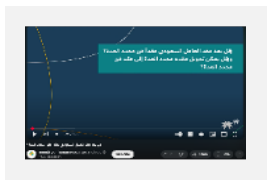
6. **Worker:** Do I have the right to request a service certificate when my employment contract ends?



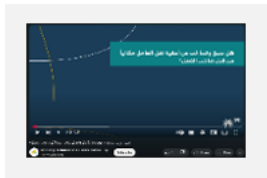
7. **Worker:** When does a fixed-term contract turn into an indefinite-term contract?



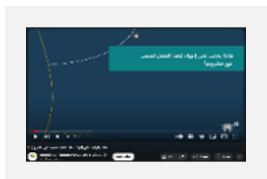
8. **Worker:** What are my rights if I am injured at work?



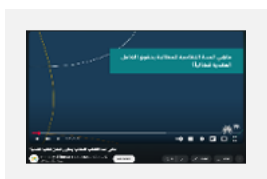
9. **Worker:** Does the employer have the right to transfer me to another work site?



10. **Worker:** What are the consequences of terminating the contract illegally?



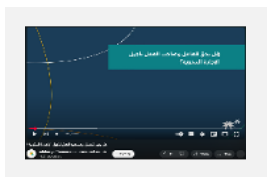
11. **Worker:** Does my employer have the right to reduce my wages or make deductions from my salary?



12. **Worker:** What is the legal period within which I can claim my contractual rights before the labor court?



13. **Are workers and employers entitled to postpone annual leave?**



14. **Employer:** What is the regulatory framework I must follow when granting employees annual leave?





08

Important Documents


Important Documents


 [LABOR LAW](#)


 [Executive Regulations of the Labor Law and Its Annexes](#)


 [Schedule of Violations and Penalties](#)

 [Decision on the Regulations for Advertising Job Vacancies and Conducting Employment Interviews](#)

 [Regulations Governing the Practices of Recruitment and the Provision of Labor Services](#)


 [Beneficiary Portal \(Complaints and Reports\)](#)

 [Rules and Procedures Governing the Amicable Settlement of Labor Disputes](#)


 [Social Insurance Law](#)


 [Guide to Services for Expatriates](#)

 [Ajeer](#)

 [To view the labor regulations specific to your workplace](#)

 [To issue a certificate of experience](#)

 [To view and manage the employment contract](#)

 [To Wage Protection Program](#)

