



Human Resources and
Social Development

Regulations for Agricultural Workers, Private Shepherds, and Those in Similar Positions

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Definitions

Article (1)

The following words and expressions, wherever they appear in these Regulations, shall have the meanings assigned to them below, unless the context requires otherwise:

Minister: The Minister of Human Resources and Social Development.

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Employer: Any natural person who employs an agricultural worker or a shepherd or contracts with them directly or indirectly.

Worker: Any natural person who performs agricultural or pastoral work for the employer or any member of their family in return for wages, while performing the work under the supervision and direction of the employer or their representative.

Those in Similar Positions: Agricultural worker, shepherd or livestock breeder who perform tasks consistent with their professional classification approved by the Ministry.

Agricultural or Pastoral Work: The effort exerted in agricultural or pastoral activities, or similar work, performed in private homes, farms, or pastures in execution of a written or unwritten employment contract with individuals, not establishments.

Parties to the Contract: The employer and the worker.

Fixed-Term Contract: A contract with a defined duration between the two parties, under which the worker undertakes to work under the supervision and direction of the employer or his representative for a specified wage.

Private Recruitment Office: A licensed recruitment office authorized to engage in recruitment, placement, or any related activities authorized by the Ministry.

Wage: The monthly amount due to the agricultural worker or shepherd as agreed upon in the employment contract (whether written or not) including all allowances.

Workplace: The designated location for performing agricultural or pastoral work under the employer's supervision.

Month: Thirty days.

Year: Twelve months.

General

Article (2)

The provisions of these Regulations apply to agricultural workers and private shepherds, and those deemed as such, who work under the sponsorship of individuals on their farms or private livestock facilities without being affiliated with establishments.

Article (3)

All time periods stipulated in these Regulations shall be calculated according to the Gregorian calendar, unless otherwise stated in the employment contract.

Article (4)

Any reconciliation or settlement that contradicts the provisions of these Regulations during the validity of the employment contract shall be invalid unless it is more beneficial to the worker.

Article (5)

It is prohibited to employ or engage a worker who is under (21) years of age.

Article (6)

The employer is prohibited from assigning the worker to perform work other than that agreed upon in the employment contract/residence permit, or to employ him for the benefit of others or for his own account, unless an exception is granted by the Ministry through Ajeer Program approved procedures

Employment Contract

Article (7)

1. The contractual relationship between the two parties shall be governed by an employment contract concluded in accordance with the mandatory contract forms approved by the Ministry.
2. The employer shall document the employment contract in accordance with the relevant regulatory provisions through the platform approved by the Ministry.
3. The employment contract and its translation, if any, shall be executed in three copies, one for each party, and one shall be kept with the private recruitment office.
4. If the employer uses a foreign language alongside Arabic, the Arabic text shall be the reference in case of discrepancy.
5. The employment contract shall be deemed valid even if it is not written, and in this case, the worker alone may prove the employment contract and his rights arising therefrom by all means of proof.
6. The employment contract must be for a fixed term. If it does not specify its duration, it shall be deemed to have been concluded for a period of one year.
7. If the contract included a provision to renew the contract for a similar or specified term and the parties continue to perform it, the contract shall be renewed for the agreed period. If the contract does not specify the renewal period, it shall be deemed renewed for a period of one year.

Article (8)

The employment contract must include, in addition to any other conditions agreed upon by the parties that do not conflict with the provisions of these Regulations, the following essential elements:

1. Name of the employer, nationality, residence place, means of contact and national address
2. Name of the worker, nationality, residence place, and means of contact.
3. Date of execution of the employment contract.
4. Type of work assigned to the worker and its nature.
5. Date of commencement of work.
6. Duration of the contract and conditions for its renewal and termination
7. Working hours, daily and weekly rest periods.
8. Regulation of annual leave.
9. Wage agreed upon and the method of payment.

Article (9)

1. The parties may agree to place the worker under paid probation period not exceeding ninety (90) days from the date of commencement of work, during which the employer may verify the worker's competence.
2. The worker may not be subject to probation more than once with the same employer.
3. Either party may terminate the contract during the probation period without compensation.

Work Regulation

Article (10)

1. The worker may not be asked to work more than eight (8) hours per day.
2. Working hours and rest periods during the day shall be organized so that the worker does not work more than five (5) consecutive hours without a break for rest, prayer, and meals of not less than thirty (30) minutes at a time during the total working hours. Such breaks shall not be included in the calculation of working hours.
3. The employer must pay the worker additional compensation for overtime hours equal to the hourly wage plus fifty percent (50%) of the basic wage.
4. All working hours performed on holidays and official days off shall be considered overtime hours.

Article (11)

1. The worker is entitled to a weekly rest day, not less than twenty-four (24) consecutive hours.
2. If the worker is employed on the weekly rest day, he shall be entitled to an alternative day off

Leave and HealthCare

Article (12)

1. For every two years of service, the worker is entitled to paid leave of no less than thirty (30) days.
2. If the worker did not take the annual leave referred to in clause (1) of this article, he is entitled to financial compensation for this leave upon termination of the contractual relationship.
3. Workers are entitled to a four days for Eid al-Fitr holiday starting from the day after the 29th of Ramadan according to the Umm al-Qura calendar, four days for Eid al-Adha starting from the Day of Arafah, one day for the Kingdom's National Day on the first day of Libra according to the Umm al-Qura calendar, and one day for the Founding Day on the 22nd of February of the Gregorian calendar.
4. The worker is entitled, for every two years of service with the employer, to a travel ticket to their original homeland or place of residence to fully enjoy their entitled leave or the remainder thereof. If the travel is final, the worker is entitled only to a one-way ticket back to their original homeland or place of residence. If the worker takes their leave within the Kingdom, they are not entitled to a travel ticket or its cash equivalent.

Article (13)

1. The worker is entitled to sick leave not exceeding thirty (30) days per year of the contract, whether continuous or intermittent, subject to a medical report issued by an authorized medical authority, calculated as follows:
 - a. The first fifteen days at full wage.
 - b. The following fifteen days at half wage.
2. The employer is entitled to terminate the contract if the worker's illness exceeds thirty (30) days, provided to give him a return ticket to his homeland and settle all his rights and dues.
3. The employer may not terminate the worker's services due to illness before the worker has fully utilized the specified sick leave, except if the worker requests such termination in writing.

Article (14)

Health care is provided to the worker according to the laws and regulations in force in the Kingdom.

Obligations of the Contract Parties

Article (15)

The employer commits to the following:

1. The employer shall provide suitable accommodation for the worker inside or outside the workplace, and provide suitable food or appropriate financial allowance instead.
2. The employer shall provide suitable transportation or an equivalent allowance if accommodation is outside the workplace.
3. The employer shall appear in person or through a representative before the competent authority in the event of a dispute or case filed.
4. The employer shall not employ the worker as forced labor or to commit any act towards the worker that includes any form of discrimination or exclusion based on color, gender, religion, political opinion, national or social origin, or any form of discrimination, in a manner invalidating the application of equal opportunities or treatment in employment or profession.
5. The employer shall not retain the worker's passport or any of their private documents or personal belongings.
6. The employer shall pay the costs of preparing and returning the worker's body in case of death inside the Kingdom with the approval of his family, in accordance with the relevant procedures.
7. The employer shall not prevent the worker from communicating with their relatives, embassy, recruitment office, or relevant authorities.
8. The employer shall not assign the worker to perform any work that endangers their health, safety, or dignity.
9. The employer shall pay the costs of the worker's recruitment, residence permits, and renewal fees, or any financial compensation related to the worker or his profession, including any delays that may arise.
10. The employer shall not bring in agricultural or pastoral workers without having work available for them

Article (16)

The worker shall commit to the followings:

1. The worker shall perform the agreed-upon work, exercise the due diligence in carrying out the work, and commit to honesty and integrity in performing his duties.
2. The worker shall follow the instructions of the employer or their representative related to carrying out the agreed-upon work, provided that such instructions do not conflict with the employment contract, the provisions of the regulations, public order, public morals, or expose the worker to danger or legal liability.
3. The worker shall reserve the employer's property
4. The worker shall maintain any confidential information of the employer that he becomes aware of during or as a result of his work, and not disclose it to others.
5. The worker shall not work on his own account, for others, or in a profession other than that specified in his employment contract and residency permit, except for work approved by the Ministry through the procedures of the "Ajeer" program.
6. The worker shall not harm the dignity of the employer or their family, nor interfere in their affairs.
7. The worker shall respect Islam, adhere to the laws in force in the Kingdom, and observe the customs and traditions of Saudi society.

Wage

Article (17)

The worker's wage shall be paid at the end of each month, and any amounts owed to them shall be paid in the official currency of the Kingdom.

Article (18)

The employer is required to pay the wage into the worker's account through the approved payment methods in the Kingdom, in accordance with the Ministry's decision.

Article (19)

Deductions from the worker's wage are not permitted except in the following cases, and shall not exceed one-quarter of the wage:

1. Costs of damage caused intentionally or through negligence.
2. Advance received from the employer.
3. Execution of a judicial ruling or administrative decision issued against the worker, unless the ruling or decision explicitly states that the deduction may exceed one-quarter of the wage.

Expiration of the Employment Contract

Article (20)

The employment contract is terminated in the following cases:

1. Upon the expiration of the fixed term specified in the contract, unless it is explicitly renewed in accordance with the provisions of the regulations.
2. By mutual agreement of the parties to terminate the contract, provided that the worker's consent is given in writing.
3. When the worker reaches the age of sixty (60) years.
4. Upon the death of either party or if the worker becomes incapable of performing the work based on an approved medical certificate.
5. Occurrence of any force majeure events

Article (21)

The employer may not terminate the employment contract without providing the worker's end-of-service benefits, notice, or compensation, except in the following cases:

1. If the worker commits an assault on the employer or a member of their family.
2. If the worker fails to fulfill their fundamental obligations arising from the employment contract or as stipulated by the provisions of the regulations.
3. If the worker intentionally commits any act of negligence aimed at causing material loss to the employer, provided that the employer reports the incident to the competent authorities within twenty-four (24) hours of being aware thereof
4. If the worker no longer comes to work, taking into account the relevant controls and procedures determined by the Ministry.
5. If it is proven that the worker has a misconduct or committed an act that violates honor and integrity.
6. If it is proven that the worker resorted to forgery or deception in order to get the job.

Article (22)

The worker is entitled to leave work without notice while retaining all his legal rights in any of the following cases:

1. If the employer fails to fulfill their contractual or legal obligations toward the worker.
2. If the employer's treatment is characterized by cruelty, harshness, or humiliation.
3. If the employer assigns the worker, without his consent, to work that is materially different from the agreed-upon work.
4. If the employer's actions make it appear that the worker voluntarily terminated the contract.
5. If the employer or a member of their family commits an assault involving violence or conduct that violates public morals toward the worker.

End-of-Service Benefits

Article (23)

When the employment contract expires, the employer shall pay the worker an end-of-service benefit equal to one month's wage if the worker has completed at least four consecutive years of service with the employer. The worker is entitled to a benefit equivalent to one-quarter of the wage for each additional year of service, and for partial years, a proportionate amount based on the time actually worked. The last wage received shall be used as the basis for calculating the end-of-service benefit.

Article (24)

1. At the end of the worker's service, the employer shall pay his wage and settle all his entitlements within a maximum of one week from the end of the contractual relationship. If the worker is the one who terminates the contract, the employer shall settle all their entitlements within a period not exceeding two weeks.
2. The employer may deduct any debt owed to them by the worker from the amounts due to the worker.

Compensation

Article (25)

The worker shall pay the costs of his travel to his homeland if he desires to return without a legitimate reason

Article (26)

If the contract does not include a specific compensation for termination by either party for an unjustified reason, the aggrieved party shall be entitled to compensation equivalent to two months' wages.

Penalties and Dispute Settlement

Article (27)

Without prejudice to other applicable laws, the Ministry shall have the authority to receive complaints, settle them amicably, record violations committed by the worker or the employer, and take the necessary measures.

Article (28)

The penalties stipulated in Article (229) shall apply to violations of the provisions of these regulations.

Final Provisions

Article (29)

The regulations shall be published in the Official Gazette and shall take effect from the date of publication.

