



Ministry of Labor
Kingdom of Saudi Arabia

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Domestic Labor Program



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Definitions

Regulation: The regulation of domestic labor

Home: the place where the family resides permanently or temporarily.

Family: The employer and the people who live with them in the house, and related to him, or who takes care of them for any legal or moral reason.

Domestic service: The direct or indirect personal service performed by the domestic labor to the employer, or any member of his/her family against wage

Wage: The amount paid to domestic labor at the end of the month against the work agreed upon in the contract

Employer: Each person who recruits domestic labor by himself/herself, or through a licensed recruitment office, or contracted, directly or indirectly, with his/her to perform domestic service.

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Employer Rights and Obligations

A. The Rights of the Employer



Probation period for the domestic labor

The parties may agree to place the domestic labor on probation for a period not exceeding (ninety) days, during which the employer shall ensure the professional competence of the domestic worker and his/her proper personal conduct. In addition, it is not permissible to put the domestic labor on probation for more than once with the same employer, unless the parties agree that the domestic labor shall work in a different profession.



Contracting

The work relationship between the domestic labor and the employer shall be regulated by a written contract. The Arabic text shall be the prevailing version. The contract and its translation - if any - shall be issued in three copies, with each party retaining a copy and the third one shall be deposited with the Private Recruitment Office.

There should be a clear identification of the following main factors:

1. The type of work to be performed by the domestic labor.
2. The Wage that the employer shall pay to the domestic labor.
3. Rights and obligations of both parties.
4. Duration of the probation period.
5. Duration of the contract and method of extension



Contract termination during the probation period

The employer may terminate the contract upon his/her own will during the probation period without any responsibility on him/her, if the domestic labor is proved to be unfit.



Upon contract expiration or termination for illegal reason

If the contract expired, or was cancelled by the employer for an illegitimate reason, or by the domestic labor for a legitimate reason, the employer shall bear the value of the ticket for repatriation of the domestic labor to his/her country.



Upon contract termination for the death of either party

The Contract shall expire by the death of the employer or the domestic labor. If the employer's family is willing to keep the domestic labor, they will have to check with the labor office to correct the name of the employer.



Upon the absence of the domestic labor

When the domestic labor quits his/her work, the employer shall inform the nearest police station to his home. The notified police station shall do the following :

1. Notify the Passports Dept with the escape of the worker, to take the necessary actions.
2. Notify the Labor Office, to make sure that the domestic labor did not file a legal case against the employer, or the employer did not file a lawsuit against the labor. When there is a lawsuit, the Labor Office shall notify the Passports Department with the same.
3. Provide the notified with a copy of the escape notification.

Obligations of the Employer



The work agreed upon

The employer is obliged :

1. Not to assign the domestic labor with a work not agreed upon, or to work for others, except in cases of necessity, provided that the work is not substantially different from his/her original work.
2. Not to assign the domestic labor any risky work to health or safety of his body, or negatively affects his/her dignity.
3. Not to sublet the domestic labor, or allow him/her to work for his/her own account.



Regarding the agreed upon wage

The employer is obliged to :

1. Pay the agreed wage at the end of every Hijri month, unless the parties otherwise agree – otherwise – in writing.
2. Pay the wage and entitlements in cash or by check, and document it in writing, unless the worker wants to transfer the wage to a specific bank account.



Regarding deduction from the wage

The wage of the domestic labor may not be deducted except in the following cases and not with more than half the wage:

1. Costs of what he/she has intentionally or negligently damaged.
2. A down payment he/she obtained from the employer.
3. Implementation of a court judgment or an administrative decision issued against his/her, unless it has been stipulated in the court judgment or the administrative decision that the deduction exceeds half the wage.



Domestic worker's housing

The employer is obliged to provide a suitable housing for the domestic labor.

Domestic Labor Rights and Obligations

Definition of the Domestic Labor

The domestic labor is a person who performs a domestic service directly or indirectly to the employer or any of his/her family members. During the performance of the service the domestic labor is supervised by the employer.

Domestic labor include :

1. A female domestic labor
2. A male domestic labor
3. Private driver
4. Gardener and the like.
5. House guard

Rights of the Domestic Labor



Daily off-hours

The domestic labor shall be allowed to enjoy a daily rest for at least nine hours a day



Weekly Rest

Domestic labor may get one day off per week, based on the agreement of the parties in the contract



Medical care

Medical care shall be provided to the domestic labor in accordance with the rules and regulations enforced in the Kingdom



Sick leave

The domestic labor shall be entitled for a paid sick leave not exceeding thirty days per year upon a medical report proves his/her need for the sick leave.



Upon renewing his/her contract

The domestic labor is entitled for one month paid vacation upon completion of two years of service, and wanted renewal for a similar period.



End of service benefit

The domestic labor shall be entitled for end of service award of one month pay, if he/she completed four consecutive years in the service of the employer.

Duties of the Domestic Labor Towards the Employer



Work

The domestic labor is obliged :

1. To perform the work agreed upon, serving the employer.
2. Not to reject work or quit service without a legitimate reason.
3. Not to work for his/her own account.



The employer's orders

The domestic labor is obliged to follow the orders of the employer and members of his/her family, related to the implementation of the agreed work.



Property of the employer

The domestic labor is obliged to maintain the property of the employer and his/her family members.



Safety of members of the employer's family

The domestic labor is obliged to not harm any of the family members, including children and the elderly.



Privacy of employer and his/her family members

The domestic labor is obliged to :

1. Maintain the confidential information of the employer and his/her family members and people in the house, which come to his/her knowledge at work or because of it, and not to disclose it to third parties.
2. Not harm the dignity of the employer and his/her family members, and not to interfere in their own affairs.



Religion of the employer and his/her family members

The domestic labor is obliged to respect the Islamic religion, and abide by the regulations enforced in the Kingdom, as well as the habits and traditions of the Saudi society, and not to engage in any activity that is detrimental to the family.



Penalty for violation by the employer

Without disobedience to the penalties stipulated for by other regulations, the employer violating the provisions of these regulations shall be subject to penalty as follows:

1. A fine not exceeding two thousand Riyals, or being prevented from recruiting for one year, or both.
2. If the violation is repeated, the employer will be punished by a fine of not less than two thousand riyals, and not exceeding five thousand riyals, or prohibited his/her from recruiting for three years, or both.

3. If the violation is repeated for the third time, the relative committee may prevent the violator from recruitment.

4. The penalty shall multiply by multiplicity of violations proved against the employer,



Penalty for violation by the domestic labor

Without desobedience to the penalties stipulated for in other regulations, the domestic labor shall be subject to penalty for violating the provisions of the domestic labor regulation as follows:

1. A fine not exceeding two thousand Riyals, or being prohibited from working in the kingdom, or both.

2. The penalty shall multiply by multiplicity of violations proved against the domestic labor.

The violating domestic labor shall bear costs of his/her repatriation to his/her country. If his/her financial entitlements are not enough to fulfill the fines imposed on his/her, he/she shall be repatriated to his/her country at the expense of the country.



Fines

The mentioned fines are deposited to a specific bank account to contribute in spending on sheltering female domestic labor, the deportation of both male\female domestic labor, in accordance with the mechanism approved by the Minister.



Complaints and disputes

Without desobedience to the requirements of other regulations, labor offices shall be the competent authority to receive complaints and control the violations committed by the domestic labor and the employer, and submit a claim against both or either of them to the committee:

1. By a decision of the Minister of Labor - in accordance with the jurisdiction of each labor office of the Ministry of Labor --- one or more committees of (one chairman and two members), with one of them be a legal adviser from the Ministry of Labor, to study the financial claims arising between domestic labor and employers, and violations of the domestic labor regulations that is not of a criminal nature, and apply the penalties mentioned in the regulation.

2. The committee shall be guided with procedures contained in the legal proceedings regulation.

3. The Committee shall inform the claimed party, and shall consider the dispute in the presence of both parties or their representatives. The informed party shall be considered present, even if he/she was absent from the session.



4. The Committee shall endeavor to settle the dispute amicably between the parties within five working days, starting from the date of the claim submission to the Committee. If amicable settlement is not possible, the Committee shall consider the issue, and can decide in the same session or in a second session within ten working days, and issues its decision, and a minutes to be prepared and signed by the chairman and members of the committee.
5. The Committee shall issue its decision in the dispute unanimously or by majority vote, within a period not exceeding ten days from the date of application submission.
6. The Minister of Labor shall issue a decision explaining the committee procedures, the duration of membership, method of renewal, how to prepare minutes, and remuneration of its members.
7. The person against whom a decision is issued may challenge it before the labor court within ten days from the date of receipt, otherwise it shall be final and enforceable.

*** The employer must attend himself/herself - or assign a representative - before the Committee on the dates specified to consider the claim filed against him/her.***

**** In case of dispute between the translation or interpretation of any text within this version, the Arabic text approved by the Saudi Government shall prevail. ****



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