**A Guiding Template of**

**the Internal Statute of Labor Organization**

**The Internal Statute of (Establishment’s name)**

**Issued in accordance with Articles (55) of Labor Law number 8 for 1996**

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| Article 1: | Provisions of this Statute shall apply to all employees of the Establishment and shall be valid as of date of endorsement by Minister of Labor. None of the provisions shall be amended unless with the approval and endorsement of Ministry of Labor. |
| Article 2:  | Provisions of this Statute shall not affect any right or benefit offered to the employee as indicated in the valid Labor Law or any other valid law or work contract, individual or collective agreement, or any other bylaw, decision or arrangement whether being issued pre or post this Statute that entitles better rights or benefits than those stipulated in this Statute.  |
| Work Contract |
| Article 3: | 1. A work contract shall be drafted in Arabic in two copies minimum. Each party shall keep one copy of the work contract. The employee may prove his rights an all legal proof methods if no contract is concluded in writing.
2. If the employee is not an Arab national, another copy of the work contract shall drafted in a foreign language understood by the employee.
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| Wages: |
| Article 4: | 1. Wage includes every cash or in-kind entitlements that that the employee receives, in addition to all other entitlements of any type if stated in the valid Labor Law, work contract, or agreement, or was accustomed to pay except overtime.
2. The content of the Interpretation Decision number (5) for year 2003 of the Special Bureau of Legislations’ interpretation shall apply. (attached)
3. The employee’s right of any received wage increase by law, statute or contract shall not be waived as a result ofemployee’s signature on any wage list or log or receipt voucher of the amount indicated.
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| Wage Fairness |
| Article 5: | The employer shall offer equal wages to employees for every work of equal value without gender-based discrimination. |
| Wage Merit |
| Article 6: | Employee’s wage shall be paid during a period not to exceed seven days following due date. The employer may not deduct any part of the wage except in the following situations:1. Repayment of any advance payment paid by the employer, on condition that any installment repaid shall not exceed (10%) of the wage.
2. Repayment of any amount paid to the employee exceeding the due amount.
3. Subscriptions of the social security and its due installments on the employee, and other deductions required as stipulated in other legislations.
4. Employee’s subscriptions of the Savings Fund.
5. Special deductions of the housing facilitations provided by the employer, in addition to other benefits or services in accordance with amounts or percentages agreed upon by the two parties.
6. Every debt to be collected in implementation of a judicial decision.
7. Deductions indicated in disciplinary sanctions list or work contract.
8. Special deductions for value of lost or damaged item, or cost of repair of items owned or processed by the employer which the employee had caused damage or loss due to a mistake or violation of instructions set by the employer, on condition that such deduction do not exceed wage of five days in one month.
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| Probation Period |
| Article 7: | 1. The employer may employ any employee for a probation period to verify proficiency and capability to perform required job. The probation period shall not exceed three months in any situation, and the wage during this period shall not be less than the minimum wage.
2. The employer may terminate services of the employee under probation without giving a notice or an honorarium, on condition that a report of performance shall be prepared one week minimum prior to end of probation period.
3. If the employee continues work after end of the probation period, the contract shall be considered an unlimited term work contract.
4. The probation period of the employee shall be considered part of the limited term work contract if the text states explicitly so.
5. The probation period shall be considered part of the employee’s work service at the employer’s institution.
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| Working Hours |
| Article 8: | 1. Work at (name of establishment) starts on---- a.m. and continues

until ------.1. Break time shall be from ----- until -----. Workers may spend this time period outside or inside the establishment (restaurant, cafeteria, or -----).
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| Shifts work scheme |
| Article 9: | 1. The **first** shift work period starts from ---- until -----. Break time shall be from ----- until -----. Workers may spend this time period outside or inside (name of the establishment) (restaurant, cafeteria, or -----).
2. The **second** shift work period starts from ---- until -----. Break time shall be from ----- until -----. Workers may spend this time period outside or inside (name of the establishment) (restaurant, cafeteria, or -----).
3. The **third** shift work period starts from ---- until -----. Break time shall be from ----- until -----. Workers may spend this time period outside or inside (name of the establishment) (restaurant, cafeteria, or -----).
4. Employees of (name of the establishment) shall be distributed to the shifts alternatively on a (monthly / bi-annually / annual) basis schedule prepared by the top management. Employees are informed of the schedule one week prior to implementation. Names of employees of each shift period shall be identified. In addition, fair, acceptable and safe work environment shall be provided to employees.
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| Proof of Work Attendance |
| Article 10: | Proof of employee’s attendance and departure from worksite shall be via signature at the attendance log, card stamp, finger print of the special device, or via any electronic means approved by top management to prove work attendance. |
| Special Provisions of Leaves |
| Article 11: | 1. The employee may not leave worksite for personal reasons during specified work hours of this Statute only after obtaining permission by the immediate supervisor. However, in all cases, number of leave hours shall not exceed (---) hours per day, and shall not exceed (---) hours in one month, which will be compiled and deducted from annual leave balance whenever their total becomes equal to number of hours per each work day.
2. Leaves of medical purposes shall be treated similar to leaves of private reasons.
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| Controls of Employee’sEmployment |
| Article 12: | The Employer shall comply with the following:1. Non employment of the employee longer than eight hours daily or forty eight hours weekly except in certain situations. Break and rest time shall not be calculated. However, maximum weekly work hours and rest time may be distributed in a way not to exceed eleven hours per day.
2. Nonemployment of the employeewho works at a work environment that differs completely from the nature of work agreed to perform, exceptin cases of emergency to prevent an accident or to repair its consequences, or in cases of *force de majore* and other situations on condition they are within employee’s capacities and situation’s requirements.
3. Non employment of the employee at another work place that may lead to change place of residence, unless it is stated clearly in the work contract.
4. Non transfer of the employee to another work place lower than the work agreed upon in the work contract.
5. Non reduction of employee’s wages taking into consideration provisions of article (6) of this Statute.
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| Controls of Child employment |
| Article 13: | 1. No child, whatsoever, who has not completed sixteen years of age, shall be employed in any type of work.
2. No child, who has not completed eighteen years of age, shall be employed in hazardous, stressful, or health-affecting type of work.Such types of work shall be determined by decisions issued by the Minister following consultation with specialized official institutions.
3. The child shall be banned from work:
4. Longer than six hours per day, and shall be offered one hour break minimum following continuous work of four hours and obtaining necessary permits.
5. From 8:00 pm until 6:00 am.
6. On religious, official and weekly holidays.
7. Prior to child employment, the employer or child’s parent is required to submit the following documents:
8. A certified copy of birth certificate.
9. A proof of health and physical fitness of the child to perform required work issued by a specialized doctor and certified by Ministry of Health.
10. Written approval of the child’s parent to work at the establishment.
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| Controls of Employment of persons with disability |
| Article 14: | 1. Without affecting requirements of work or job concerning scientific or professional qualifications that prevent a person with disability being unfit to work, learn, and qualify to practice all rights and freedoms if having met required job conditions, the employer who has 25 workers minimum up to 50 workers, shall commit to employ one person with disability minimum at the establishment. If number of workers exceeds 50, 4% of vacancies shall be allocated for persons with disability as stated by Ministry of Labour.
2. Persons with disability shall not be deprived from their rights or freedoms, or limit their enjoyment or practice of any of them. In addition, their freedom to take decisions shall be restricted due to the basis or cause of disability.
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| Overtime |
| Article 15: | 1. If the employee agrees to work overtime with either oral or written request by the employer, he shall be entitled to receive additional wage of minimum 125% of ordinary hour rate per each working hour.
2. If the employee agrees to work on his weekly day off or on religious and official holidays, he shall be entitled to receive additional wage of minimum 150% of ordinary day rate per each working day.
3. It is possible to employ the employee longer than normal daily working hours or on weekly days off, religious or official holidays in any of the following situations, on condition that overtime stated in sub-paragraphs (a) and (b) of this article shall apply:
4. Perform annual inventory, development of the budget and final statements of (the establishment), and preparation for sales periods, on condition that number of days shall not exceed thirty days per year and number of actual work hours shall not exceed ten hours per each day.
5. To avoid losses in damageable goods or items or losses of artistic works, or to deliver or transport certain material on condition that number of days indicated for the purpose of this paragraph shall be thirty days per each year.
6. Articles related to overtime hours shall not apply on persons who assume supervising responsibilities in the establishment or top management, as well as persons whose work nature requires frequent travel inside and outside the Kingdom.
7. Communiqués issued by the Prime Minister or the Cabinet concerning official or religious holidays shall apply if they include the private sector.
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| Weekly Holiday |
| Article 16: | 1. Friday of each week shall be the weekly holiday for the employee unless nature of work requires otherwise.
2. The employee, with the approval of the employer, may compile his weekly holidays and enjoy them within a period not exceeding one month.
3. The employee’s weekly holiday shall be fully paid, except if he works on a daily or weekly basis. In such two cases, the employee shall be entitled to receive wage of a weekly holiday if he works six continuous days before the specified set holiday. Furthermore, he deserves percentage of the wage corresponding to the number of days he worked during the week if they are three days or more.
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| Annual Leaves |
| Article 17: | 1. Each employee shall be eligible of fully paid fourteen days annual leave per each year of service, except if it is agreed by both parties on longer period; such as to become twenty one days following service of five successive years, or agreed to have longer period.
2. If the employee’s service has not reached one year, the employee may enjoy a paid leave that commemorates the period of service during the year, except if it is agreed to have longer period.
3. Official days off, religious and weekly holidays shall not be calculated from within the annual leave.
4. The employee’s leave for any year may be postponed in agreement between the employee and employer to the following year immediately. The employee shall lose his rights of the postponed leave if the year passes and the employee has not requested use of such leave period.The employer shall not reject the employee’s request to enjoy his leave. If the request is rejected and the two years passed, the employer shall be penalized with one hundred dinar penalty and reimburse the employee in cash for unused annual leave, on the basis of employee’s last total gross salary.
5. If the annual leave is not wholly used, the shortest period shall not be less than two days every time, except the request submitted by the employee to use one day leave.
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| Organization of Annual Leaves |
| Article 18: | The employer may identify during month of January dates of annual leaves of every employee and use of such leave in accordance with work nature, noting that the employee’s interest is the priority. However if no prior agreement is reached, use of annual leave depends on the employee’s wish and interest, on condition that the leave request is submitted 24 hours before set date.  |
| Sick Leave |
| Article 19: | 1. Every employee is entitled to enjoy fully paid fourteen days sick leave per year based on a report issued by the Establishment’s approved doctor. The sick leave may be extended to other period of fourteen days if the employee is admitted to a hospital based on a report by the approved doctor of the establishments that employ twenty employees minimum. Whereas establishments that employ more than twenty employees, a special medical committee shall be adopted to approve medical reports.
2. The doctor or the medical committee stated in above paragraph (a) of this article shall be adopted via a circular issued by the employer to all employees for this purpose.Powers of such entities shall be limited to issue reports indicating time period of sick leave needed. Employee is not bound, in any situation, to be treated by those entities.
3. In the event that no doctor or medical committee is adopted by the employer as stated in paragraph 9b) of this article, medical reports issued to the employee shall be adopted no matter their sources are.
4. If the employee gets sick while being at annual leave based on a medical report issued, therefore the employee shall be considered in sick leave, and shall not be considered part of his annual leave.
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| Maternity Leave |
| Article 20: | 1. The female worker is eligible to enjoy fully paid maternity leave before and after birth deliveryfor a total period of ten weeks, noting that after delivery leave shall not be less than six weeks. Women are banned to return to work prior to elapse of such period.
2. After end of maternity leave, the female worker is eligible to enjoy breast-feeding periods for her newly born infant during working hours. Total time shall not exceed one hour per day with full pay for one year starting date of birth.
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| Other paid types of leaves |
| Article 21: | Each employee is eligible to enjoy paid fourteen days leave per year in any of the situations:1. If the employee joins a Work Education training course approved by the Ministry or the General Federation of Trade Unions upon recommendation by the employer or the establishment manager in coordination with the concerned association.
2. To perform pilgrimage, on condition that the employee had worked five successive years minimum at the employer’s establishment. Such leave is offered once only during service period.
3. Each male employee is eligible to enjoy paid three days parenthood leave.
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| Other paid types of leaves (Optional) |
| Article 22: | 1. The employee may enjoy paid seven days marriage leave once only during service period.
2. The employee may enjoy paid three days death leave if the deceased person is a first level relative (parents, brothers, spouse, children), and one day death leave if the deceased person is a second level relative (uncle, aunt, grand dad, grand mom) on condition that a death proof is submitted.
3. One day ad hoc leave.
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| Other unpaid types of leaves |
| Article 23: | 1. Each employee is eligible to enjoy unpaid four months leave if he/she joined study at a recognized university, institute or college officially.
2. Every working couple shall have the right to enjoy unpaid leave once only for a period not exceeding two years to accompany the spouse if he/she transferred to another work located outside the governorate in which he/she works in.
3. The female employee of an establishment employingmore than ten employees may enjoy unpaid leave of no longer than one year to raise her kids. She may return back to her job upon completion of the leave, except if she joins a paid job at another establishment during that period.
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| General Provisions of Leaves |
| Article 24: | The employee shall return back to work upon completion of any type of leave. If obliged to extend leave for a legitimate cause, he/she shall obtain a note of approval for extension by the employer in appropriate methods. |
| Flexible Work (Optional) |
| Article 25: | **FlexibleWork** is any intellectual or physical effort made by the employee in return of payment and being part of the flexible work contract specified in the valid Flexible Work Bylaw.**FlexibleWork Contract** is a written agreement in which the employee pledges to work for the employer, either under his immediate supervision and management, remotely or in any type of flexible work identified in the Bylaw in return of payment. The contract shall be limited or unlimited time period or for specified or unspecified type of work. |
| Special Provisions of Flexible Work |
| Article 26: | 1. Work nature of the establishment shall allow transfer from permanent work contract to flexible work contract.
2. Flexible work contract shall be written in whatever form or type.
3. Transfer from permanent to flexible work contract shall not derogate any employee’s rights stated by law or internal regulations, or discriminate of wage on gender-basis if work values are equal.
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| Wage Fairness of Flexible Work Contract |
| Article 27: | 1. Hour wage of the flexible work shall be calculated equal to hour rate of permanent work when value of work is equal divided by (30) monthly work days divided by daily eight work hours. The wage shall not be lower than minimum wage.
2. Employee’s wage of the flexible work (for some time) shall be calculated on the basis of actual work hours.
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| Types of Flexible Work Contract |
| Article 28: | Types of flexible work contract applied at the establishment shall be as follows:1. Work for some time: The employee may reduce number of work hours following permission of the employer if work nature permits.

**An example:** the employee may work 5 hours daily instead of 8 hours.1. Work within flexible hours’ scheme: The employee, following permission of the employer, may distribute daily working hours in a way that meets employee’s needs. Total number of actual working hours worked shall not be less than normal daily working hours of the employee.

**An example:**Flexibility in starting and finishing time of work, starts at 9 a.m. instead of 8 a.m. and finishes at 6 p.m. instead of 5 p.m. or any other way. What is important is that number of normal daily working hours remains 8 hours.1. Intensive Work Week: The employee may, following permission of the employer, distribute weekly work hours on number of days less than number of normal working days of the establishment, on condition that they do not exceed 11 working hours daily.

**An example:** the employee may work on Saturdays, Sundays, Mondays and Tuesdays on average of 11 hours per day.1. Flexible Year: The employee may, with permission of the employer, distribute annual working days to specific months of the year on condition that they do not violate the law.

**An example:** the employee may work in certain months of the year and rest in other months.1. Remote Work: The employee may perform the job remotely; with permission of the employer without physically exist at work place.

**An example:** the employee may work at home or at a different place in other governorate. |
| Flexible work eligible categories |
| Article 29: | 1. Employees’ categories that are eligible to perform flexible work at the establishment are:
2. The employee who worked three successive years for the employer.
3. The employee who has family responsibilities, to include a pregnant employee or an employee who cares for his / her child, a family member or an elderly person due to a disability or illness.
4. A university-student employee.
5. An employee with disability.

(This article was suspended to help enforce paragraph (a) of sub-item (3) of Defense Order no. 6 for year 2020 issued pursuant to provisions of Defense Law no. 13 for year 1992).1. Flexible Work may be implemented for any employee category of the establishment in addition to those mentioned in paragraph (a) of this article.
2. It is possible to outsource directly for the first time a new employee to perform following any flexible work scheme.
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| Commitments of the Employer in Flexible Work Scheme (Optional) |
| Article 30: | The employer who employs ten employees and more and applies flexible work scheme shall undertake to adjust the Statute of work organization at the establishment to include the following:1. Types of flexible work contract applied at the establishment.
2. Eligible employees for flexible work at the establishment.
3. Weekly rest days that match employee-specific flexible work contract.
4. Annual leave days that match employee-specific flexible work contract, calculation method, eligible employees for annual, sick and other types of leaves based on percentage of work hours achieved.
5. List of sanctions that match flexible work.
6. Processes for transfer permanent work contract to flexible work contract and vice versa to include the following:
7. Identify dates of submission of contract transfer requests.
8. A written application is submitted by the employee who wishes to transfer the contract type from permanent to flexible or vice versa using the standard form approved by the employer.
9. Time period (s) which the employee requests transfer of contract typeidentifying start and end date of the flexible work contract.
10. Extraordinary reasons to accept transfer of contract beyond specified dates.
11. Time needed to decide the transfer request, and advise employee of result of approved or rejected request. Such period shall not exceed one week as of date application submission date.
12. Reasons to accept transfer of flexible work contract to permanent work contract prior set agreed date.
13. Procedures to object against the management decision to reject contract type transfer, and objection point.
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| Employer’s right to reject employee’s request to transfer permanent work contract to flexible work contract (Optional) |
| Article 31: | The employee who wishes to change work contract category from permanent to flexible my submit a written request using the standard form adopted by the employer. The employer shall not reject the request unless his decision is based on any of the following reasons:1. If additional financial expenses are incurred by the employer as a result to change contract category.
2. If a negative effect is resulted on quality of work and the employee’s performance.
3. If nature of the work necessitates daily appearance of the employee at work site and within normal working hours.
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| Proof of working hours in Flexible Work Contract |
| Article 32: | Employee’s working hours shall be proven in a way agreed upon between the employee and the employer. |
| Commitments of the Employer in the field of social insurance coverage |
| Article 33: | The employer shall subscribe all his employees with insurances included in Social Security Law |
| Commitments of the Employer in the field of child care |
| Article 34: | 1. The employer, that employs number of employees at one workplace who have fifteen children minimum of five years of age, shall arrange a suitable place and assign one or more babysitters to take care of them. Further, employers at one geographic region, may join together to arrange such place.
2. If being unable to arrange a suitable place at the establishment or its surroundings, the employer shall comply with Institutional Nurseries Alternatives for year 2021 as amended.
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| Commitments of the Employer in the field of providing a decent work place free from violence, sexual harassment and gender discrimination |
| Article 35: | 1. The employer shall comply to implement a policy of protection against violence, sexual harassment and gender discrimination at workplace to guarantee provision of work environment free of all forms of violence and harassment (Attached Policy 2 Form).
2. If it is found out by the Minister that an offence occurred by the employer or his representative in the form of hitting or sexual assault on his employees, the Minister my decide to close out the establishment for an appropriate period, noting provisions of other valid legislations.
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| Commitments of the Employer to provide conditions of Occupational Health and Safety conditions at workplace |
| Article 36: | 1. The employer shall comply to provide the following without incurring any expenses on the employee:
2. Provision of necessary safeguards and measures to protect employees against risks and illnesses that may result from work and using its equipment.
3. Provision of Personal Protection Equipment (PPE) to protect employees against work risks and illnesses; such as cloths, goggles, gloves, safety shoes and others, and teach employees on use, maintenance and cleanliness of equipment.
4. Educate employees prior to joining work on risks and hazards any methods of protection to be followed. Signs of guidance and instructions shall be posted in visible places explaining job’s risks and hazards, and how to protect against them in accordance with valid legislations and decisions issued accordingly.
5. Provision of first aid kits to employees at the establishment as identified by Minister of Labor, and following consultation with appropriate specialized official institutions.
6. The employer shall undertake to assign occupational health and safety (OHS) supervisors and technicians, and establish OHS committee as stipulated in valid legislations and decisions issued accordingly.
7. The employer shall undertake to provide preventive and protective medical and health care to employees as stipulated valid legislations and decisions issued accordingly.
8. The employer shall undertake to conduct initial and periodic medical screening and tests to employees, and keep results in a special register in accordance with valid legislations and decisions issued accordingly.
9. The employer shall undertake to provide necessary precautions to protect the establishment and employees against fire and explosives risks or store, transport, or deal with inflammable hazardous materials, and provide sufficient technical means needed in accordance with instructions of competent official authorities.
10. Neither the employer nor the employee shall be allowed to bring in any type of alcohols, drugs, narcotics, or hazardous items to workplace or exhibit them. In addition, no person shall be permitted to enter or stay inside for any reason while being intoxicated.
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| Commitments of the Employer in the field of work injuries and diseases for employees not subject to the Social Security Law. |
| Article 37: | If an employee, who is not subject to provisions of valid Social Security Law, is injured, the employer shall undertake to transfer the injured person to a hospital or a medical center, and inform competent security agencyand Ministry of Labor on the incident within a period of 48 hours maximum. The employer shall bear all expenses of transfer and treat the injured person at the hospital or medical center. Articles (86-96)of the valid Labor Lawshall apply. |
| Controls of Strikes and Closures |
| Article 38: | 1. No employee may strike, and no employer shall close his establishment in any of the following situations:
2. If the conflict is referred to resolution office or board, or to Labor Court.
3. During the period of the valid settlement or decision, the strike or closure decision relates to items of the settlement or decision.
4. The employee shall not strike prior to informing the employer fourteen days minimum of the set date of strike in advance. Time period shall be doubled if the work relates to public interest services.
5. The employer shall not close his establishment prior to informing employees fourteen days minimum of the set date of closure in advance. Time period shall be doubled if the work relates to public interest services.
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| Employee’s Commitments |
| Article 39: | 1. Shall do the job personally, and exert due diligence at work, and behave appropriately.
2. Shall comply with orders and instructions of the employer in implementation of the agreed upon work without jeopardizing or violating law and public morale.
3. Maintain the employer’s industrial and commercial secrets and never disclose them in any way whatsoever even after expiry of work contract, in accordance with contract articles or traditions.
4. Safeguard custody items delivered to the employee to do the assigned job.
5. Conduct necessary medical test required prior or after joining the jobto ensure occupational and communicable diseases free.
6. Comply with regulations, instructions and decisions related to use and safeguard of PPEs and never damage or destruct them subject to liability and penalty of law as stipulated in the Statute.
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| Lawful Termination |
| Article 40: | The employer may terminate the employee without notice in any of the following situations:1. If the employee impersonates or assumes personality of another person or presents fake or fraud certificates and documents in order to exert influence for good or ill.
2. If the employee has not met required obligations as stated in the work contract.
3. If the employee commits a serious mistake resulting great loss for the employer, on condition that the employer informs the competent authorities of the incident within five days of occurrence.
4. If the employee violates the Statute along with safety conditions of the work and workers after being warned twice in writing.
5. If the employee is absent without excuse for a period longer than twenty interrupted days per year or longer than ten successive days, but after a written warning note sent by registered mail to his address and published a daily paper once.
6. If the employee discloses secrets of work.
7. If the employee is convicted by court with a final court decision for a crime or an honor and public morale-related offence.
8. If the employee caught at work drunk or affected due to use of drugs or narcotics or had committed a shameful act at workplace.
9. If the employee assaults or defames the employer, responsible manager, immediate supervisor, an employee or any other person on job or because of the job.
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| Right of the employee to leave work |
| Article 41: | The employee may leave work without notice along with reserving legal rights against service termination and due compensations for harm and damage in any of the following situations:1. Being employed in a totally different type of work other than that agreed upon via the work contract, noting provisions of article (13) of this Statute.
2. Being employed in a way that leads to change place of permanent residence, unless the work contract approves that.
3. Being transferred to lower grade job other than that recruited for.
4. Salary is decreased, noting provisions of article (6) of this Statute.
5. If it is proven with a medical report issued by a medical reference that continuation at work may threaten employee’s health.
6. If the employer or his representative assaults or defames the employee in any form of physical assault penalized in valid legislations.
7. If the employer fails to implement any provision of the Labor Law or any Bylaw issued pursuant to it, on condition that he had received a notification by a competent department of the Ministry requesting to abide by such provisions.
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| Special Provisions of Sanctions List |
| Article 42: | 1. No disciplinary measure or imposing of a fine for any violation not included in the Sanctions List shall not be taken.
2. No measure for any violation of the violations include in the Sanctions List shall not be taken if the violation committed before (15) days.
3. Total of fines imposed on the employee shall not exceed wage of (3) days per month. In addition, the employee shall not suspended from work and unpaid for a period exceeding (3) days per month.
4. The employee shall have the opportunity to defend himself prior to penalty imposition. Such defense shall be documented in writing. The female employer may request to be heard by a woman who’ll be a committee member. Privacy policy shall be applied. If the employee refrains from appearing before the investigation committee or responding to the questions asked, it is registered in the memo that the employee refused to attend, and refused to respond to questions, provided that two work-mate witnesses.
5. The employee may challenge the penalty imposed before the labor inspector within a period of one week as of date of notification.
6. Effect of a penalty occurred (12) months as of date of imposing shall be dropped unless the employer decides to suspend effect of the penalty at any time based on satisfactory performance assessment following imposing the penalty.
7. The employee, who received two valid warnings, shall be terminated if he commits a violation listed in Sanctions List during the validity period of the two warnings.
8. Fines imposed in accordance with the Sanctions List shall be registered in a special log to include employee’s name, wage and reasons of fine’s imposing. The collected fines shall be allocated to implement social services to employees in accordance with a decision issued by Minister of Labor for this regard.
9. The employee who absent or late from work without excuse or permission shall not receive wage, in addition to the sanction to impose against him as indicated in the Sanctions List.
10. Further to the sanctions listed in the Sanctions List, the Management may deduct the cost of lost or damaged items or their repair cost, provided that total deducted amount shall not exceed wages of (5) days per month. The employer may resort to competent court to claim compensation for damages caused by the employee.
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| List of Sanctions |
|  | Violation Type | Penalty of 1st violation | Penalty of 2nd violation | Penalty of 3rd violation | Penalty of 4th violation | Penalty of 5th violation |
| Violations related to work hours |
|  | Late arrival to work (less than 15 minutes) without permission of the immediate supervisor | Verbal warning | First written warning | Second written warning | 1-day wage fine | 1-day wage fine |
|  | Late arrival to work (15-30 minutes) without permission of the immediate supervisor | Verbal warning | written warning | 1-day wage fine | 1-day wage fine | 1-day wage fine |
|  | Leave work before end of duty hourswithout excuse or permission of the immediate supervisor | written warning | 1-day wage fine | 1-day wage fine | Written notice | Written notice |
|  | Absence from work without excuse or permission of the immediate supervisor for a period of one full day or more | written warning | 1-day wage fine | 1-day wage fine | 1-day wage fine |  |
|  | Manipulate in proof of attendance and leave work | written warning | 3-days wage fine | 1st written notice | 2nd written notice |  |
|  | Non-compliance with break times set in the Statute | verbal warning | Written warning | 1-day wage fine | 2-days wage fine | 3-days wage fine |
|  | Signature of attendance logbook on behalf of others or use of any means to prove attendance on behalf of others | 1-day wage fine | 1-day wage fine | 1st written notice | 2nd written notice |  |
| Work commitments-related Violations |
|  | Non job achievement per set deadline without accepted excuse | 1-day wage fine | 1-day wage fine | Written notice | Written notice |  |
|  | Misuse of power by the employee which harms work or to get personal interest | 1-day wage fine | 1-day wage fine | 1st Written notice | 2nd Written notice |  |
|  | Non adherence with appropriate job hierarchy structure in communication | 1st written warning | 2nd written warning | 1-day wage fine | Written notice |  |
|  | Refusal to provide any information needed by the establishment for admin, legal and/or daily work purposes | 1-day wage fine | 2-days wage fine | 1st written notice | 2nd Written notice |  |
|  | Refusal to attend and/or participate in a meeting or an event inside or outside the establishment for a relevant matter  | 1-day wage fine | 2-days wage fine | 1st written notice | 2nd Written notice |  |
| Work environment-related Violations |
|  | Intentional sleep at workplace | 1st writtenWarning | 2nd written warning | 1-day wage fine | 1-day wage fine |  |
|  | Eating at non-designated places | 1st writtenwarning | 2nd written warning | 1-day wage fine | 1-day wage fine |  |
|  | Hand fighting at workplace | 1st writtennotice | 2nd written notice |  |  |  |
|  | Bring in alcohols or prohibited items to workplace | 1st writtennotice | 2nd written notice |  |  |  |
|  | Carry on guns of all types at workplace by unauthorized persons | 1st writtennotice | 2nd written notice |  |  |  |
|  | Accepting gifts, tips, or grants from stakeholders or who have work relationships or accepting financial assistance without permission of the management  | 1st writtenwarning | 2nd written warning | 1-day wage fine | Written notice |  |
|  | Non adherence with uniform or decent appearance | writtenwarning | 1-day wage fine | 1-day wage fine | Written notice |  |
|  | A complaint-based non-polite way of treatment with customers, vendors, contractors or clients | 1st writtenwarning | 2nd written warning | 1-day wage fine | 1-day wage fine | Written notice |
|  | Distribution or sharing abusive or filthy materials at workplace of any form  | 1st writtenwarning | 2nd written warning |  |  |  |
| OHS related violations |
|  | Non-compliance with OHS instructions and procedures | 1-day wage fine | 1st written notice | 2nd written notice |  |  |
|  | Allegation of being sick or presenting false medical reports | 1st written notice | 2nd written notice |  |  |  |
|  | Non-compliance with personal hygiene and workplace cleanliness instructions | 1st written warning | 2nd written warning | 1-day wage fine | 1-day wage fine | written notice |
|  | Smoking at non-designated areas | 1-day wage fine | 1st written notice | 2nd written notice |  |  |
| Work equipment related violations |
|  | Intentional or by negligence misuse of equipment | 1-day wage fine | 1-day wage fine | 1st written notice | 2nd written notice |  |
|  | Driving vehicles or movable machines owned by the establishment exceeding speed limit | 1-day wage fine | 1-day wage fine | written notice | written notice |  |
|  | Retaining any document, CD, software, letters, or images related to the establishment, or make such items available for others from outside the establishment see them. | 1-day wage fine | 1-day wage fine | 1st written notice | 2nd written notice |  |
|  | Non reporting of any defect, fault or loss of devices, tools or equipment used by the employee at workplace under his custody. | Written warning | 1-day wage fine | 2-days wage fine | 2-days wage fine | 3-days wage fine |
|  | Use of tools and rude materials, equipment and/or publications for personal purposes | Written warning | 1-day wage fine | 2-days wage fine | 1st written notice | 2nd written notice |
|  | If the employee assaults another employee in any form of violence or sexual harassment during or because of work. | Written notice | Written notice |  |  |  |