

**THE RIGHTS OF EMPLOYMENT
NON-SAUDIS**

In Saudi Labor Law

2011 - 1432

Employment of Non-Saudis

Article (37):

The work contract for non-Saudis shall be written and of a specified period. If the contract does not specify the duration, the duration of the work permit shall be deemed as the duration of the contract.

Article (38):

An employer may not employ the worker in a profession other than the one specified in his work permit. Before following the legal procedures for changing the profession, a worker is prohibited to engage in a profession other than his.

Article (40):

- (1) An employer shall incur the fees pertaining to recruitment of non-Saudi workers, the fees of the residence permit (Iqama) and work permit together with their renewal and the fines resulting from their delay, as well as the fees pertaining to change of profession, exit and re-entry visas and return tickets to the worker's home country at the end of the relation between the two parties.
- (2) A worker shall incur the costs of returning to his home country if he is unfit for work or if he wishes to return to his home country without a legitimate reason.
- (3) An employer shall bear the fees of transferring the services of a worker who wishes to transfer his service to him.
- (4) An employer shall be responsible for the cost of preparing the body of a deceased worker and transporting it to the location where the contract was concluded, or where the worker was recruited unless the worker is interred in the Kingdom with the approval of his family. The employer shall be relieved if the General Organization for Social Insurance (GOSI) undertakes the same.

Work contract

Article (51):

The work contract shall be in duplicates, one copy to be retained by each of the two parties. However, a contract shall be deemed to exist even if not written. In this case the worker alone may establish the contract and his entitlements arising therefrom by all methods of proof. Either party may at any time demand that the contract be in writing. As for workers of the government and public corporations, the appointment decision or order issued by the competent authority shall serve as the contract.

Article (52):

The work contract shall primarily include the name of the employer, venue, the name of the worker, nationality, identification, wage agreed upon, type and location of work, date of employment, duration of the contract if fixed, subject to the provisions of Article 37 of this Law. ⁽¹⁾

Article (53):

If the worker is subject to a probation period, the same shall be expressly stated and clearly indicated in the work contract. Such probation period shall not exceed ninety days, exclusive of Eid al-Fitr and Eid al-Adha holidays and sick leaves. Each party shall have the right to terminate the contract during this period, unless the contract embodies a clause giving the right to terminate the contract to only one of them.

Article (37): The work contract for non-Saudis shall be written and of a specified period. If the contract does not specify the duration, the duration of the work permit shall be deemed as the duration of the contract.

Article (54):

A worker may not be placed on probation more than once by the same employer. As an exception to this, the worker may, with the approval of the contract parties, be subjected to another probation period of not more than ninety days on the condition that this period involves another profession or work. If the contract is terminated during the probation period, neither party shall be entitled to compensation nor shall the worker be entitled to an end-of-service award.

Article (55):

- (1) The fixed-term contract shall terminate upon expiration of its term. If the two parties continue to implement it, it shall be deemed renewed for an indefinite period of time, subject to the provisions of Article (37) of this Law for non-Saudi workers.⁽¹⁾
- (2) If the fixed-term contract incorporates a clause providing for its renewal for a similar term or a specified term, the contract shall be renewed for the period agreed upon. If the contract is renewed for two consecutive terms or if the original contract term and the renewal period amount to three years, whichever is less, and the two parties continue to implement it, the contract shall become an indefinite term contract.

Article (56):

In all cases where the contract term is renewed for a specific period of time, the contract renewal period shall be an extension of the original term in determining the worker's rights which takes into account the worker's period of service.

Article (37): The work contract for non-Saudis shall be written and of a specified period. If the contract does not specify the duration, the duration of the work permit shall be deemed as the duration of the contract.

Article (57):

If the contract involves performance of a specific work, it shall terminate with the completion of the work agreed upon.

Article (58):

The employer may not transfer the worker from his original workplace to another place that entails a change in his place of residence, if such transfer is likely to cause serious harm to the worker and is not justified by the nature of work.

Article (59):

A monthly-paid worker may not be reclassified as a daily-paid, a weekly-paid or an hourly-paid worker nor as a worker paid by piecework, unless the worker agrees thereto in writing and without prejudice to the rights he has acquired during the period he spent as a monthly-paid worker.

Article (60):

Without prejudice to the provisions of Article (38) of this Law, a worker may not be assigned duties which are essentially different from the work agreed upon without his written consent, except in cases of necessity dictated by transient circumstances and for a period not exceeding thirty days a year.

Employers' Duties

Article (61):

In addition to the duties provided for in this Law and the regulations and decisions issued for its implementation, the employer shall be required to:

- (1) Refrain from using the worker without pay and shall not, without a judicial instrument, withhold the worker's wages or any part thereof. The employer shall treat his workers with due respect and refrain from any action or utterances that may infringe upon their dignity and religion.
- (2) Give the workers the time required to exercise their rights as provided for in this Law without any deductions from their wages against such time. He may regulate the exercise of this right in a manner not detrimental to the work progress.
- (3) Facilitate for the employees of the competent authorities any task related to the enforcement of the provisions of this Law.

Article (62):

If the worker reports to work on the prescribed time or expresses his readiness to perform his work at such times but is prevented from doing so only by a cause which is ascribed to the employer, the worker shall be entitled to the wage for the period during which no work is performed.

Article (64):

Upon expiration of the work contract, the employer shall be required to:

- (1) Give the worker, upon his request and free of charge, a certificate of work experience, indicating date of his employment, date of end of work, his profession, and the last wage received. If the certificate contains any remarks that are prejudicial to the worker's reputation or likely to limit his employment chances, the reasons shall be given.
- (2) Return to the worker all certificates and documents he had submitted.

Disciplinary Rules

Article (67):

An employer may not inflict on a worker a penalty not provided for in this Law or in the work organization regulation.

Article (68):

The penalty shall not be made harsher in the event of repeated violation if one hundred eighty days have elapsed since the previous violation was committed, calculated from the date the worker is informed of the penalty for that violation.

Article (69):

A worker may not be accused of any offense discovered after the elapse of more than thirty days, nor shall he be subjected to a disciplinary penalty after the elapse of more than thirty days from conclusion of the investigation and establishment of the worker's guilt.

Article (70):

A worker may not be subjected to disciplinary penalty for an act committed outside the workplace unless such act is related to the job, the employer or the manager in-charge. Nor may a worker be fined for a single violation an amount in excess of a five-day wage, and no more than one penalty shall be applied for the same violation. No more than a five-day wage shall be deducted from his wages in one month in payment of fines, or his suspension from work without pay may not exceed five days a month.

Article (71):

A disciplinary action may not be imposed on a worker except after

notifying him in writing of the allegations, interrogating him, hearing his defense and recording the same in minutes to be kept in his file. The interrogation may be verbal in minor violations the penalty for which does not go beyond a warning or a deduction of a one-day salary. This shall be recorded in minutes.

Article (72):

The worker shall be notified in writing of the decision of imposing the penalty on him. If he refuses to receive the same or if he is absent, the notice shall be sent to the address shown in his file by registered mail. The worker may object to the decision of imposing the penalty upon him within fifteen days, excluding official holidays, from the date of notifying him of the final decision. The objection shall be filed with the Commission for the Settlement of Labor Disputes which shall be required to issue its decision within thirty days from the date of registering the objection.

Article (73):

Fines imposed on the workers shall be entered in a special record, showing the worker's name, his wages, the amount of the fine, reasons and date of the fine. Such fines may not be disposed of except for the benefit of the firm's workers, upon the Ministry's approval.

Termination of Work Contract

Article (74):

A work contract shall terminate in the following cases:

- (1) If both parties agree to terminate it, provided that the worker's consent be in writing.
- (2) If the term specified in the contract expires, unless the contract has been explicitly renewed in accordance with the provisions of this Law in which case it shall remain in force until the expiry of its term.
- (3) At the discretion of either party in indefinite term contracts.
- (4) The worker attains the age of retirement, which is sixty years for males and fifty five years for females, unless the two parties agree upon continuing work after this age. The retirement age may be reduced in cases of early retirement as provided for in the work organization regulation. If it is a fixed-term work contract which extends beyond the retirement age, it shall terminate at the end of its term.
- (5) Force majeure. The provisions of Paragraph (4) of this Article shall apply two years after this Law enters into force.

Article (75):

If the contract is of an indefinite term, either party may terminate it for a valid reason to be specified in a written notice to be served to the other party at least thirty days prior to the termination date if the worker is paid monthly and not less than fifteen days for others.

Article (76):

If the party terminating the contract does not observe the period provided for in Article (75) of this Law, such party shall be required

to pay the other party compensation equal to the worker's wage for the duration of the notice or the balance thereof. The last wage received by the worker shall serve as the basis for estimating the compensation for workers who are paid by the time frame criterion. For workers who are paid by another criterion, the estimation shall take into account the provisions of Article (96) of this Law.

Article (77):

If the contract is terminated for an invalid reason, the party who is harmed by such termination shall be entitled to indemnity to be assessed by the Commission for the Settlement of Labor Disputes, taking into account the termination circumstances and actual and potential material and moral damages sustained.

Article (78):

A worker who has been dismissed from work without valid reason may demand reinstatement. Such claims shall be considered in accordance with the provisions of this Law and the Litigation Regulations before the Commissions for the Settlement of Labor Disputes.

Article (79):

A work contract shall not expire by the death of the employer unless his person has been taken into consideration in concluding the contract, but shall expire with the death or incapacity of the worker in accordance with a medical report approved by the competent health authority or the authorized physician designated by the employer.

Article (80):

An employer may not terminate the contract without an award,

advance notice or indemnity except in the following cases, and provided that he gives the worker a chance to state his reasons for objecting to the termination:

- (1) If, during or by reason of the work, the worker assaults the employer, the manager in-charge or any of his superiors.
- (2) If the worker fails to perform his essential obligations arising from the work contract, or to obey legitimate orders, or if, in spite of written warnings, he deliberately fails to observe the instructions related to the safety of work and workers as may be posted by the employer in a prominent place.
- (3) If it is established that the worker has committed a misconduct or an act infringing on honesty or integrity.
- (4) If the worker deliberately commits any act or default with the intent to cause material loss to the employer, provided that the latter shall report the incident to the appropriate authorities within twenty-four hours from being aware of such occurrence.
- (5) If the worker resorts to forgery in order to obtain the job.
- (6) If the worker is hired on probation.
- (7) If the worker is absent without valid reason for more than twenty days in one year or for more than ten consecutive days, provided that the dismissal be preceded by a written warning from the employer to the worker if the latter is absent for ten days in the first case and for five days in the second.
- (8) If the worker unlawfully takes advantage of his position for personal gain.
- (9) If the worker discloses work- related industrial or commercial secrets.

Article (81):

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

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

Article (82):

An employer may not terminate the worker's services on account of illness prior to availing him of the period designated for sick leave as provided for in this Law. The worker may request that his sick leave be combined with his annual leave.

End-of-Service Award

Article (84):

Upon the end of the work relation, the employer shall pay the worker an end-of-service award of a half-month wage for each of the first five years and a one-month wage for each of the following years. The end-of-service award shall be calculated on the basis of the last wage and the worker shall be entitled to an end-of-service award for the portions of the year in proportion to the time spent on the job.

Article (85):

If the work relation ends due to the worker's resignation, he shall, in this case, be entitled to one third of the award after a service of not less than two consecutive years and not more than five years, to two thirds if his service is in excess of five successive years but less than ten years and to the full award if his service amounts to ten or more years.

Article (86):

As an exception to the provision of Article (8) of this Law, it may be agreed that the wage used as a basis for calculating the end-of-service award does not include all or some of the commissions, sales percentages, and similar wage components paid to the worker which are by their nature subject to increase or decrease. ⁽¹⁾

Article (8): Any condition that contradicts the provisions of this Law shall be deemed null and void. The same applies to any release or settlement of the worker's rights arising from this Law during the validity of the work contract, unless the same is more beneficial to the worker.

Article (87):

As an exception to the provisions of Article (85) of this Law, the worker shall be entitled to the full award if he leaves the work due to a force majeure beyond his control. A female worker shall likewise be entitled to the full award if she ends her contract within six months from the date of her marriage or three months from the date of giving birth.

Article (88):

Upon the end of the worker's service, the employer shall pay his wages and settle his entitlements within a maximum period of one week from the date of the end of the contractual relation. If the worker ends the contract, the employer shall settle all his entitlements within a period not exceeding two weeks. The employer may deduct any work-related debt due to him from the worker's entitlements.

Wages

Article (90):

- (1) The worker's wages and all other entitlements shall be paid in the Country's official currency. Wages shall be paid during working hours and at the workplace in accordance with the following provisions:
- (1.1) Workers paid on a daily basis shall be paid at least once a week.
 - (1.2) Workers paid on a monthly basis shall be paid once a month.
 - (1.3) If the work is done by the piece and requires a period of more than two weeks, the worker shall receive a payment each week commensurate with the completed portion of the work. The balance of the wage shall be paid in full during the week following delivery of the work.
 - (1.4) In cases other than the above, the worker's wages shall be paid at least once a week.
- (2) Wages may be paid through accredited banks in the Kingdom, with the consent of the worker, provided that their due dates do not exceed the dates specified above.

Article (92):

No amount shall be deducted from the worker's wages against private rights without his written consent, except in the following cases:

- (1) Repayment of loans extended by the employer, provided that such deductions do not exceed 10% of his wage.
- (2) Social insurance or any other contributions due on the workers as provided for by law.
- (3) Worker's contributions to thrift funds or loans due to such funds.

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- (4) Installments of any scheme undertaken by the employer involving home ownership programs or any other privilege.
 - (5) Fines imposed on the worker on account of violations committed, as well as deductions made for damages caused.
 - (6) Any debt collected in implementation of a judicial judgment, provided that the monthly deduction shall not exceed one quarter of the worker's wage, unless the judgment provides otherwise. First to be collected is alimony, followed by food, clothing and accommodation debts, before other debts.

Article (93):

In all cases, deductions made may not exceed half the worker's due wage, unless the Commission for the Settlement of Labor Disputes determines that further deductions can be made or that the worker is in need of more than half his wage. In the latter case, the worker may not be given more than three quarters of his wage.

Article (94):

- (1) If any amount is deducted from the worker's wages for reasons other than those specified in this Law without his written consent, or if the employer delays, without a valid justification, payment of the worker's wages beyond the due date set forth in the Law, the worker, his representative or the head of the competent Labor Office may submit a request to the Commission for the Settlement of Labor Disputes to order the employer to return to the worker any wrongfully-deducted amounts or to pay him his outstanding wages.
- (2) The said Commission may, if it establishes that the employer has unjustifiably deducted the said amounts or delayed the payment

of the wages, impose on the employer a fine not exceeding twice the amount deducted from the worker's wage or twice the outstanding wages.

Article (95):

- (1) If the work contract or the work organization regulation does not provide for the wage binding on the employer, the wage estimated for the same type of work in the firm, if any, shall be adopted; otherwise, the wage shall be estimated in accordance with the profession's norms at the place where the work is performed. In the absence of such norms, the Commission for Settlement of Labor Disputes shall estimate the wage in accordance with the dictates of justice.
- (2) The same shall also apply in determining the type and scope of the service that the worker is required to render.

Article (96):

- (1) If the worker's wage is determined on the basis of piecework or productivity, the average wage which the worker receives for his actual workdays during the last year of his service shall be used as the basis for calculating any entitlements determined for the worker under this Law.
- (2) If the entire wage is the amounts received as commissions, a percentage of sales or the like which are by nature subject to increases or decreases, the daily average wage shall be calculated on the basis of the amounts the worker receives for the actual work days, divided by them.

Article (97):

If a worker is detained or taken into custody by the competent

authorities in cases related to work or occasioned by it, the employer shall continue to pay the worker 50% of the wage until the case is decided, provided that the period of detention or custody shall not exceed one hundred eighty days. If said period exceeds that, the employer shall not be required to pay any portion of the wage for the excess period. If the worker is acquitted or the investigation is closed for lack of evidence or invalidity thereof, the employer shall return to the worker the amount previously deducted from his wage. However, if he is convicted, none of the payments made shall be recovered unless the judgment provides otherwise.

Working Hours

Article (98):

A worker may not actually work for more than eight hours a day if the employer uses the daily work criterion, or more than forty-eight hours a week if he uses the weekly criterion. During the month of Ramadan, the actual working hours for Muslims shall be reduced to a maximum of six hours a day or thirty-six hours a week.

Article (99):

The number of working hours provided for in Article (98) of this Law may be raised to nine hours a day for certain categories of workers or in certain industries and jobs where the worker does not work continuously. It may likewise be reduced to seven hours a day for certain categories of workers or in certain hazardous or harmful industries or jobs. Categories of workers, industries and jobs referred to shall be determined pursuant to a decision by the Minister.

Article (100):

In firms where work is done in shifts, an employer may, with the Ministry's approval, increase the number of working hours to more than eight hours a day or forty eight hours a week, provided that the average working hours in three weeks time shall not be more or less than eight hours a day or forty eight hours a week.

Rest Periods

Article (101):

Working hours and rest periods during the day shall be scheduled so that no worker shall work for more than five consecutive hours without a break of no less than thirty minutes each time during the total working hours for rest, prayer and meals, provided that a worker shall not remain at the workplace for more than eleven hours a day.

Weekly Rest Days

Article (104):

- (1) Friday shall be the weekly rest day for all workers. After proper notification of the competent labor office, the employer may replace this day for some of his workers by any other day of the week. The employer shall allow the workers to perform their religious obligations. The weekly rest day may not be compensated by cash.
- (2) The weekly rest day shall be at full pay and shall not be less than twenty-four consecutive hours.

Article (107):

- (1) The employer shall pay the worker for overtime working hours an additional amount equal to the hourly wage plus 50% of his basic wage.
- (2) If the firm is operated on the basis of weekly working hours, the hours in excess of the hours taken as the criterion shall be deemed overtime hours.
- (3) All working hours performed during holidays and Eids shall be deemed overtime hours.

Article (109):

- (1) A worker shall be entitled to a prepaid annual leave of not less than twenty one days, to be increased to a period of not less than thirty days if the worker spends five consecutive years in the service of the employer.
- (2) A worker shall enjoy his leave in the year it is due. He may not forgo it or receive cash in lieu during his period of service. The employer may set the dates of such leave according to work requirements or may grant them in rotation to ensure smooth progress of work. The employer shall notify the worker of the date of his leave in sufficient time of not less than thirty days.

Article (110):

- (1) A worker may, with the employer's approval, postpone his annual leave or days thereof to the following year.
- (2) An employer may postpone, for a period of not more than ninety days, the worker's leave after the end of the year it is due if required by work conditions. If work conditions require extension of the postponement, the worker's consent must be obtained in writing. Such postponement shall not, however, exceed the end of the year following the year the leave is due.

Article (111):

A worker shall be entitled to a wage for the accrued days of the leave if he leaves the work without using such leave. This applies to the period of work for which he has not used his leave. He is also entitled to a leave pay for the parts of the year in proportion to the part he spent at work.

Article (112):

Each worker shall be entitled to full-pay leave on Eids and occasions specified in the Regulations.

Article (113):

A worker shall be entitled to one day of paid leave in the case of childbirth and three days for marriage or in the case of the death of a spouse or one of his ascendants and descendants. The employer may request supporting documents for cases referred to.

Article (114):

A worker shall be entitled to a paid leave of not less than ten days and not more than fifteen days, including Eid Al-Adha holiday, to perform Hajj only once during his service if he has not performed it before. To be eligible for this leave, the worker must have spent at least two consecutive years of service with the employer. The employer may determine the number of workers who shall be given this leave annually in accordance with work requirements.

Article (115):

A worker enrolled in an educational institution shall have the right to a fully paid leave to sit for an examination of an unrepeated year. Days of leave shall be based on the actual number of the examination days. However, for the examinations of a repeated year, the worker shall be entitled to unpaid leave to sit for the examinations. The employer may require the worker to submit documents in support of the leave application as well as proof of having taken the examination. The worker shall apply for the leave at least fifteen days ahead of the due date. Without prejudice to disciplinary action,

the worker shall be denied the wage if it is proven that he had not taken the examination.

Article (116):

A worker, subject to the employer's approval, may obtain leave without pay for a duration to be agreed upon by the two parties. The work contract shall be deemed suspended for the duration of the leave in excess of twenty days, unless both parties agree otherwise.

Article (117):

A worker whose illness has been proven shall be eligible for a paid sick leave for the first thirty days, three quarters of the wage for the next sixty days and without pay for the following thirty days, during a single year, whether such leaves are continuous or intermittent. A single year shall mean the year which begins from the date of the first sick leave.

Protection Against Occupational Hazards

Article (121):

An employer shall maintain the firm in a clean and hygienic condition. He shall provide lighting, supply potable and washing water and comply with other rules, measures and standards of occupational protection, health and safety in accordance with what is specified in the Minister's decision.

Article (122):

An employer shall take the necessary precautions to protect the workers against hazards, occupational diseases, the machinery in use, and shall ensure work safety and protection. He shall post in a prominent place in the firm the instructions related to work and workers safety in Arabic and, when necessary, in any other language that the workers understand. The employer may not charge the workers or deduct from their wages any amounts for the provision of such protection.

Article (123):

An employer shall inform the worker, prior to engaging in the work, of the hazards of his job and shall require him to use the prescribed protective equipment. The employer shall supply the workers with the appropriate personal gear and train them on their use.

Article (125):

An employer shall take necessary precautions for protection against fire and provide the technical means to combat it, including safety exits which shall be maintained in working condition at all times.

He shall post in a prominent location in the workplace detailed instructions for fire prevention devices.

Article (126):

An employer shall be responsible for emergencies and accidents which may affect persons, other than his workers, who enter the workplaces by virtue of their official duties or with the approval of the employer or his agents, if such emergencies and accidents are due to negligence in taking the technical precautions required by the nature of his work, and he shall compensate them for damage and harm they may sustain in accordance with the general laws.

Work Injuries

Article (133):

If a worker sustains a work injury or an occupational disease, the employer shall be required to treat him and assume directly or indirectly all necessary expenses, including hospitalization, medical examinations and tests, radiology, prosthetic devices and transportation expenses to treatment centers.

Article (134):

An injury shall be deemed a work injury in accordance with the provisions of the Social Insurance Law. Occupational diseases shall also be considered work injuries and the date of the first medical diagnosis of the disease shall be treated tantamount to the date of injury.

Article (135):

Any relapse or complication arising from an injury shall be deemed an injury and shall be treated as such in terms of aid and treatment.

Article (137):

In the case of temporary disability arising from work injury, the injured party shall be entitled to financial aid equal to his full wage for thirty days, then 75% of the wage for the entire duration of his treatment. If one year elapses or it is medically determined that the injured party's chances of recovery are improbable or that he is not physically fit to work, his injury shall be deemed total disability. The contract shall be terminated and the worker shall be compensated for the injury. The employer may not recover the payments made to the injured worker during that year.

Article (138):

If an injury results in a permanent total disability or the death of the injured person, the injured person or his eligible beneficiaries shall be entitled to a compensation equal to his wages for three years, with a minimum of fifty four thousand riyals. If the injury results in a permanent partial disability, the injured person shall be entitled to a compensation equal to the percentage of the estimated disability in accordance with the approved disability percentage guide schedule multiplied by the amount of compensation for the permanent total disability.

Article (139):

An employer shall not be required to comply with the provisions of Articles (133), (137) and (138) of this Law if any of the following is established:

- (1) If a worker deliberately injures himself.
- (2) If an injury is caused by intentional misconduct on the part of the worker.
- (3) If a worker refuses to be examined by a physician or refuses to accept treatment by the physician designated by the employer without a valid reason.

Medical and Social Services

Article (142):

An employer shall make available one or more medical aid cabinets, supplied with drugs and other necessities required for first aid. The Regulations shall specify the contents of such cabinets of first aid means, numbers of such means and quantities of drugs and shall also regulate the method of keeping them and the conditions and requirements to be satisfied by first aid providers.

Article (143):

An employer shall assign one or more physicians to provide, at least once a year, a comprehensive medical examination for his workers who are exposed to any of the occupational diseases listed in the Schedules of Occupational Diseases provided for in the Social Insurance Law. The findings of the examination shall be kept in the employer's records as well as in the workers' files.

Article (144):

An employer shall provide his workers with preventive and therapeutic health care in accordance with the standards set forth by the Minister, taking into consideration whatever is provided for by the Cooperative Health Insurance Law.

Article (145):

An employer may, subject to the Minister's approval, set up a saving and thrift fund provided that the workers' contribution is optional. The provisions regulating the operations of such funds shall be made public.

Article (146):

An employer shall provide at his own expense all or some of the following, as may be determined by the Minister, to those who work in remote locations:

- (1) Stores for selling food, clothing and other necessities at moderate prices in places where such stores are not available.
- (2) Suitable recreational and educational services and sports facilities annexed to the workplaces.
- (3) Necessary medical arrangements to protect the workers' health and provide comprehensive treatment for their families (family shall mean spouse, children and parents residing with the worker).
- (4) Schools for the workers' children in the absence of sufficient schools in the area.
- (5) Mosques or prayer areas at the workplaces.
- (6) Literacy programs for the workers.

The Regulations shall specify the remote locations.

Article (147):

An employer operating in remote locations, mines, quarries and oil exploration centers shall provide his workers with accommodation, camps and meals. The Minister shall determine, pursuant to a decision by him, the conditions and specifications of the accommodations and camps as well as the charges for the accommodations, the number of meals, quantities and kinds of food and related conditions, cost of meals to the worker and any other requirements necessary for the workers' health.

Article (148):

An employer shall provide means for transporting his workers from

their place of residence or from a certain gathering point to the places of work and bring them back daily, if the places of work are not served by regular means of transportation at times compatible with the working hours.



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