



Your Guide to

Employing a Migrant Domestic Worker in Saudi Arabia

Developed by **Project Bridges**

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YOUR GUIDE TO EMPLOYING A MIGRANT DOMESTIC WORKER IN SAUDI ARABIA

Saudi Arabia is home to thousands of migrant domestic workers. From cleaning and cooking to caring for children, the elderly and the ill, domestic workers contribute significantly to the maintenance of homes in the country. Like any other employer-domestic worker relationship, the one between you and the migrant domestic worker is one that needs nurturing.

As an employer of migrant labor you play an an important role in helping the domestic worker settle into work and life in Saudi Arabia. You must be aware of yours and the worker's legal rights and duties in this contractual relationship. And you need to invest time and effort into nurturing this relationship, and enforcing ethical practices in your home. Clearly, this is no easy task.

This Guide contains tips and suggestions to help you develop a healthy and mutually beneficial working relationship with the domestic worker you employ. This Employer's Guide is published by Project Bridges, a partnership between Hivos, Netherlands and Migrant Rights.org and is published after consultation with employers of migrant domestic workers, recruitment agencies and legal consultants.

BEFORE YOU DECIDE TO EMPLOY

SECTION 1

WHAT SHOULD I CONSIDER BEFORE I DECIDE TO EMPLOY A MIGRANT DOMESTIC WORKER?

Employing a domestic worker is a responsibility. It requires careful consideration and a significant amount of pre-planning. Your answers to the questions below will help you to make a decision.

What are the primary tasks I expect her to perform?

Any task that you wish to delegate absolutely to the domestic worker is a primary task. In other words, these are the tasks that you require help for, such as cleaning or caring for an elderly parent or attending to a child with special needs.

tip: *Make a list of the tasks you need her to perform, beside each task make a note of the skills/qualities she will need in order to carry them out efficiently.*



TASK	REQUIRED SKILLS/QUALITIES
Caring for a child with special needs	+ Previous experience + Able to communicate with children + Has a first aid certification
Cooking for the family	+ Familiar with the cuisine + Ability to read English/Arabic so she can follow recipes

What is the cost of hiring a domestic worker?

The cost of employing a domestic worker includes application fees incurred before the application process begins (www.musaned.com.sa/en) and continues throughout the duration of employment, until the return of the worker to her country of origin.

COST OF HIRING A DOMESTIC WORKER: CHECKLIST

- Recruitment/application fees
- Pre-departure expenses such as medical examination and police clearance in country of origin
- Post departure medical examination fee
- Cost of Residency permit/Iqama
- Air fare (from and back to country of origin)
- Food/food allowance
- Other expenses you have agreed to provide such as monthly supply of toiletries, bedding, clothes, phone cards etc
- Health insurance
- Dependent's fee if you are an expatriate
- Utilities (water, electricity consumption of the individual)
- End of service benefit - one month's salary for four consecutive years of service

IMPORTANT:

1. An employer must not assign work other than what has been agreed upon. A worker contracted as a cook or nanny can not be assigned to also work in a restaurant for example, nor can a worker be so assigned on request.
2. If the domestic worker falls ill or is injured, you are obliged to seek immediate medical help. The contract of employment and the domestic labor law obligates the employer to provide medical care "in accordance with the rules and regulations enforced in the Kingdom." It is best to relieve her of work until recovery. The worker is entitled to "paid sick leave not exceeding thirty days per year upon a medical report proving his/her need for the sick leave."

Can you provide reasonable accommodation?

If you have a worker's quarters (i.e. separate bedroom and washroom adjoining/outside your residence), it is vital that you ensure that the quarters are sanitary and that the door to the quarters can be locked.

"MAINTAINING PRIVACY, ENJOYING FAMILY TIME AND ENFORCING THE WORKER'S BREAK TIMES PROPERLY WAS EASIER FOR ME BECAUSE HER ACCOMMODATION IS OUTSIDE THE MAIN HOUSE."

- AN EMPLOYER

If you have decided to provide her with a separate room within your residence, it is important to make arrangements that respect her privacy and the privacy of your family.

In the event you are able to provide her with shared accommodation (i.e. sharing a room with a family member or another worker), ensure that her space is separated with a curtain or partition to facilitate the privacy of each person.

tip 1: *Making sure that the worker's accommodation is ready before her arrival will help her to settle in to worklife better. Her room should be equipped with a bed, adequate bedding, and storage space.*



tip 2: *Set boundaries from the beginning of employment. For example, teach her and your family members the etiquettes of entering each other's private space.*

How does one know what's legal and what's not?

In Saudi Arabia the relationship between the employer/sponsor and domestic worker is regulated by Decision No. 310 of 1434 on Domestic Workers. Working hours, payment of wages, repatriation and other rights and responsibilities of the parties are stipulated in this Decision.

DID YOU KNOW?

According to the law in Saudi Arabia:

- » The employer cannot assign the worker work other than the work agreed upon.
- » If the employer is forced by necessity to assign work other than what was agreed upon, then the work assigned cannot differ substantially from the original work.
- » The employer cannot assign work that can risk the worker's health and safety.
- » The employer cannot lease the worker nor allow the worker to be self-employed (www.musaned.com.sa/en).

How is a migrant domestic worker recruited? Who is eligible to recruit a domestic worker?

The legal way to recruit domestic workers is through Musaned, a service launched by the Ministry of Labor and Social Development. This service is accessible through the Musaned website. The website has easy-to-follow pages that let an employer apply to recruit a domestic worker electronically. **Not everyone is eligible to employ a domestic worker. Non-married males for example do not qualify.** The eligibility criteria is listed in the Musaned website.

DID YOU KNOW?

The contracting process between the employer and the recruiting offices can be managed through the E-Tawasut System hosted by www.musaned.com.

CONDITIONS OF WORK

SECTION 2

IS IT NECESSARY TO HAVE A CONTRACT OF EMPLOYMENT? WHAT MUST THE CONTRACT INCLUDE?

Yes, a contract of employment is mandatory. The law in Saudi Arabia requires that *“The work relationship between the domestic labor and the employer shall be regulated by a written contract.”*

According to the law, the “core elements” of this contract include, but are not limited to, the type of work the migrant domestic worker is contracted to perform, the wages, the rights and duties of the parties, duration of the probation period, and the duration and termination of the contract. This standard contract is available on the Musaned website.

While this standard contract of employment applies to most sending countries (i.e. countries workers come from), some countries such as India and Niger have introduced a specific contract of employment through bilateral agreements with the government of Saudi Arabia. ***See Appendix A for contract for Indian workers.***

For other contracts visit <https://www.musaned.com.sa/electronic-forms-en.html>

Informing the migrant domestic worker of the terms and conditions of employment in an easily understandable manner before her departure:

- » Help give her a clear understanding of the work she is expected to do.
- » Remove many miscommunications that may otherwise arise between you and her.

WHAT ARE REASONABLE WORKING HOURS AND HOW DO I CALCULATE DAILY AND WEEKLY WORKING HOURS?

The domestic labor law does not specify maximum working hours for domestic workers. In Saudi Arabia working hours in most sectors do not exceed eight hours. Using this as a benchmark, you can set daily and weekly working hours for the helper and ensure that the working hours are agreed upon in the contract of employment.

DID YOU KNOW?

The contract of employment with an Indian worker requires that the working hours of a domestic helper shall be determined according to the labor law in Saudi Arabia. Under the labor law in KSA, working hours cannot exceed eight hours a day.

Maintaining the same clock-in and clock-out time every day may not appear practical at first, as all homes are susceptible to unexpected needs. (You may need the worker's help during her day off, her rest period or late at night). But it is achievable with mindful planning and proper scheduling. Consider that in the formal sector every worker is entitled to a rest period after 5 continuous working hours. In order to foster a healthy work environment in your home you should ensure that the worker does not work for over 4 - 5 continuous hours without a break, and has sufficient rest periods during the work day and nightly for meals, rest and prayers.

tip: *Introduce the worker to the weekly timesheet [see Appendix B] to calculate working hours. Keeping a record of the hours she works will help her to be aware of time spent on each task and her overall contribution to the household.*



IS THE DOMESTIC WORKER ENTITLED TO A WEEKLY DAY OFF? WHAT IF SHE WANTS GO OUT FOR PERSONAL ERRANDS ON HER DAY OFF?

A reasonable rest day/day off is one that gives the migrant domestic worker a complete emotional and physical break from her work life. Being well rested will help her to stay physically healthy and value the work she performs for you.

“Commitment to abide by the rights of domestic workers”

The domestic worker shall have a day off every week, as agreed upon by the parties in the contract.

Decide on the day with her input, taking into account her work exigencies, cultural, religious and social requirements. If she works on her day off, she is entitled to remuneration or to have a replacement in lieu.

The manner in which a worker should dispose of her rest day is not mentioned in the law. However, considering that all migrant workers in KSA are free to determine how they will dispose their rest day, so is a migrant domestic worker. Employers may find this right to freedom hard to accept. This then is a matter that requires open and clear communication. If the migrant domestic worker wishes to run errands on her day off, communicate your expectations and set clear boundaries. It is also imperative that you educate her about cultural and legal norms in the country.

“I WANTED HER TO TAKE HER DAY OFF OUTDOORS BECAUSE IT HELPS US BOTH DE-STRESS FROM DAILY GRIME. WHEN SHE CHOSE TO SPEND HER DAY OFF INDOORS IT ADDS TO THE TENSIONS SURROUNDING THE RELATIONSHIP WITHIN A CONFINED SPACE.”

- AN EMPLOYER

WHAT IS A REASONABLE WAGE AND HOW SHOULD I PAY HER? IS A DOMESTIC WORKER ENTITLED TO OTHER BENEFITS AND PERKS?

National legislation does not specify minimum wages for domestic workers. The employer therefore, is obliged to decide on her salary responsibly, bearing in mind that a well remunerated worker will contribute towards a harmonious home. However, some sending countries have decided on minimum wages through bilateral agreements with the government of Saudi Arabia. A Filipina domestic worker for example, is entitled to a minimum US 400\$/SAR 1500 wage.

It is advisable to discuss with the worker how she would like to be paid. A choice, however is not available in relation all workers. A Filipina worker's salary, for example, must be transferred to a bank account, the opening of which the employer must facilitate.

DECISION NO. 310 OF 1434

[The employer] shall pay the wage agreed upon at the end of every Hijri month, unless otherwise agreed in writing. [The worker] will be paid her wages and dues in cash or by check and this will be documented in writing, unless the domestic worker required her salary to be paid into a specific bank account.

If she chooses bank remittances ensure that you guide and help her to set up a bank account and apply for an ATM card.

For many workers, remuneration is not limited to the basic salary. Incentives in the form of presents during special occasions, annual increments and salary advances given on request will all help to enhance the worker's performance.

Recruitment agency charges cannot be deducted from the wages.

The law stipulates specific circumstances under which wages may be deducted. **See "Commitment to abide by the rights of domestic workers" [See Appendix C].**

WHAT IS SUFFICIENT FOOD FOR A DOMESTIC WORKER? SHOULD I ASK HER TO COOK HER MEALS SEPARATELY?

Sufficient food and a nutritious diet is vital to ensure the health and wellbeing of the worker. If she does not have access to sufficient food it amounts to ill treatment.

As her employer there are many ways in which you can discharge this responsibility reasonably:

- » Some workers may prefer to cook their food separately, especially if there are cultural and/or religious differences. If this is the case, then you must either provide her with the raw ingredients, or give her a food allowance. Whether you choose to buy the ingredients or give her an allowance ensure that she has time to prepare her meals.
- » Sharing family meals with her is reasonable provided that she is comfortable with the cuisine and has enough to consume.
- » It is always best to be informed about staples in the worker's diet. A domestic worker who is used to eating rice or three meals a day may not be able to stay healthy with two meals a day, or a bread-based diet. If your family routinely eats fast food or skips meals, then do ensure that she has a regular supply of ingredients to cook for herself.

WHAT IS A REASONABLE JOB SCOPE OR TASKS TO ASSIGN TO A DOMESTIC WORKER?

A reasonable job scope consists of tasks a worker can carry out on her own without undue physical or psychological stress, and which she is skilled or experienced to perform. For example a domestic worker should not be expected to repair electrical items or attend to plumbing needs around the house. An employer cannot task a worker with work that may endanger her life or safety.

He shall not assign the domestic worker any work that may jeopardize his health, safety or human dignity.

www.musaned.com.sa/en

Many domestic workers do not receive a complete and extensive pre-departure training. The employer must be prepared to teach, supervise and manage her work.

tip: *Create a clear task list in the employee's language, it may be easier to break her tasks down to daily, weekly and monthly tasks.*



“WE DID NOT SHARE A COMMON LANGUAGE, SO I PUT UP A CHART IN HER ROOM WITH PICTURES TO IDENTIFY EACH TASK I EXPECTED HER TO PERFORM.”

- AN EMPLOYER

BUILDING A BENEFICIAL WORKING RELATIONSHIP AND A HARMONIOUS HOME

SECTION 3

HOW SHOULD I ADDRESS THE DOMESTIC HELPER?

When you welcome a domestic worker into your home, you are in effect welcoming a stranger into your most private space. In a relationship such as this, even small things count. How you and your family address her will have an impact on the relationship.

Legal terms used to identify domestic workers differ from country to country. In the Philippines they are known as “Household Service Worker (HSW)”, in India as “Domestic Service Worker (DSW)” while international laws governing the rights of domestic workers often refer to them as “foreign or migrant domestic worker”. In the national legislation of Saudi Arabia, the term “domestic labor” is used.

Choosing not to use terms like khadamat, maid or servant when addressing her or referring to her and choosing instead to call her nanny, helper or by her name will contribute to a better relationship. In eastern cultures, all adults are addressed respectfully. Consider teaching your children to address her in an appropriate way.

WHAT CAN I DO TO ENSURE THAT THE DOMESTIC WORKER’S PHONE DOES NOT DISTRACT HER WORK?

Both new and experienced migrant domestic workers are often faced with the hard reality of losing the support of family and community. Being in contact with family and friends will give her the emotional security she needs to address issues of loneliness and isolation. A phone is important to the well being of a migrant domestic worker.

Some employers are concerned that the phone may be a distraction from work. If so, ensure that you lay down the rules of phone use, and follow up these rules with reminders. For example that she may use the phone only during her break times. If you are concerned about maintaining privacy for your residence or family, then you can provide a regular phone instead of a smart phone.

Regardless of how you choose to deal with this matter, it is vital that you educate her about the boundaries and guidelines of phone use.

HOW DO I ENSURE THAT THE MIGRANT DOMESTIC WORKER MAINTAINS THE BOUNDARIES I EXPECT HER TO MAINTAIN WITH MY CHILDREN?

Preparation and communication are key. Recognize that both the worker and the children have a role to play in this matter.

Before you decide to employ make sure that your family is ready to have a domestic worker living in your home. When she arrives speak to your children about the way they should treat her, and her role in the house. Ensure that your family and especially children are aware of and respect her rest times and day off.

Clearly articulate rules you expect her to follow with regard to your family and follow them up with reminders.

.....
“I EXPECT MY CHILDREN TO LISTEN TO YOU. YOU ARE AN ADULT. FOR THEIR OWN SAFETY THEY MUST LEARN TO LISTEN TO YOU. DO NOT ALLOW THEM TO BOSS YOU AROUND, EVEN IF IT MEANS THEY CRY SOMETIMES. YOU MUST TREAT THEM IN A KIND AND PATIENT MANNER, BUT ALSO BE FIRM WITH THE RULES.”

..... - FROM AN EMPLOYMENT CONTRACT

WHAT CAN I DO TO HELP THE MIGRANT DOMESTIC WORKER FEEL AT HOME BUT ALSO ENSURE THAT SHE UNDERSTANDS THAT SHE IS HERE TO DO A JOB?

A family’s contract with a live-in domestic worker is unlike any other employment relationship. Recognize that you and the domestic worker can work together to make your home a place of respect and kindness. And know that you can work together to build a mutually beneficial relationship.

Foremost in importance, is communication. Communicate your expectations and set boundaries as clearly as possible, using tools such as a contract, task list, timesheet and by appraising her work/performance respectfully.

.....
“YOU MAY TALK TO ME ABOUT ANY PROBLEMS YOU ARE HAVING AND EXPRESS YOUR LIKES AND DISLIKES, BUT PLEASE DO SO AT APPROPRIATE TIMES.”

..... - FROM AN EMPLOYMENT CONTRACT

Bear in mind, she comes from a different culture and lifestyle and may not share your values. Take time to educate yourself about her background and explain your culture, values and the do’s and don’t’s of your lifestyle.

.....
“THE IDEA OF SORTING CLOTHES IN DIFFERENT SHELVES IN A CUPBOARD WAS NEW TO HER, BECAUSE SHE HAD NEVER OWNED A CUPBOARD AND WOULD STACK FOLDED CLOTHES ON THE FLOOR OF HER HOUSE IN INDONESIA.”

..... - AN EMPLOYER

Most domestic workers do not receive extensive pre-departure trainings in their own countries. Even if she did, she would still need instructions and reminders to familiarize herself with the preferences and routines peculiar to your house. Be prepared to teach, to supervise and give her time to learn.

The basic rights and duties of both parties are found in the “Commitment to abide by the rights of domestic workers” – a document signed by the employer at the time of recruitment. A detailed explanation of rights and duties are found in the Musaned website.

STANDARD EMPLOYMENT CONTRACT FOR DOMESTIC SERVICE WORKERS

Standard employment contract for domestic service workers (dsw) bound for the Kingdom of Saudi Arabia under article 3(iv) of agreement on labour cooperation on domestic service workers signed between India and Kingdom of Saudi Arabia.

This employment contract is executed and entered into by and between

A. EMPLOYER

Name

National ID Number

Visa Number from KSA

ADDRESS

Street

District

City

CIVIL STATUS:

CONTACT NUMBERS

Mobile

Telephone

Appendix A

Email

herein after called the Employer Represented in the Kingdom of Saudi Arabia by Saudi Recruiting Agency:

Name

License No.

ADDRESS

Street

District

City

Contact No.

Email

B. EMPLOYEE

Name

Position

ADDRESS IN INDIA

Appendix A

DETAILS OF BANK ACCOUNT HELD IN INDIA

Name of Bank

Account No.

Email

ADDRESS

herein after called DSW Represented in India by Indian Recruitment Agency if used by DSW

Name

License No.

ADDRESS

Street

District

City

Contact No.

Email

Appendix A

The employer and the DSW hereby voluntarily bind themselves to the following terms and conditions:

1. Site of Employment: _____
In case of any change in the site of employment the Saudi recruitment agency shall inform the same to the Embassy of India.
2. Contract Duration: The contract shall be valid for a period of two years commencing from the date of arrival of the DSW in KSA. The monthly wages shall be calculated for payment from such date.
3. In accordance with the regulations prevailing in both countries, the DSW and the employer agree on a monthly salary of SR _____
4. The employer shall help the DSW to open a bank account in KSA subject to applicable SAMA rules. The wages shall be deposited regularly at the end of every month in the said account. The passbook or deposit slip or their equivalent shall be given to the DSW and remain in her/his custody. The employer shall help the DSW to remit her/his salary through proper banking channels.
5. DSW shall be provided with continuous rest of at least eight (8) hours per day. The working hours of the DSW shall be in accordance with the applicable local labor law.
6. DSW shall be entitled to one day rest per week.
7. The employer shall pay for the transportation of the DSW from the point of origin in the home country to the site of employment and back to such point of origin in India upon expiry of the contract. He shall ensure that DSW is repatriated in time.
8. The employer shall provide DSW suitable and sanitary living quarters as well as adequate food. In case the DSW so desires the employer shall pay a mutually agreed amount in lieu of food.

Appendix A

9. For medical reasons, the DSW shall be allowed to rest and shall continue to receive her/his regular salary. The employer shall bear all expenses incurred in such medical treatment.
10. The DSW is entitled to:
 - i. paid vacation of 11 days at the end of one year of service.
 - ii. paid vacation leave of thirty (33) days on completion of two years of service with a round trip economy class ticket to India. Where the DSW had availed leave under sub clause(i) above this period of 33 days shall be reduced to 11 days.

In case of death during employment, the employer shall transport the mortal remains and personal belongings of DSW to her/his kin in India as soon as legally possible. In case the repatriation of remains is not possible, appropriate funeral may be arranged by employer after obtaining the approval of embassy of India.

In such cases the employer shall within 11 days of the death of DSW pay to the next of kin or embassy of India:

- i. all legal dues
 - ii. end of service benefit and
 - iii. applicable compensation in accordance with applicable regulations.
12. (i) The parties to this contract shall endeavor to resolve dispute, if any, arising out of this contract amicably through the Ministry of labor. However if the same cannot be resolved as above, the contracting parties may refer the dispute to the appropriate Saudi authorities for conciliation and /or resolution. (ii) Both parties shall continue to fulfill their contractual obligations notwithstanding the fact that a dispute has arisen or that the process of conciliation has been initiated.

Appendix A

13. In case of unauthorized absence of the DSW from the site of employment, the employer shall inform the competent Saudi authority and the Saudi recruiting agency. Such agency shall be responsible for informing the aforementioned absence to embassy of India.
14. In case of unauthorized absence of the DSW from the site of employment, the employer shall inform the competent Saudi authority and the Saudi recruiting agency. Such agency shall be responsible for informing the aforementioned absence to embassy of India. However if the DSW has reported her/his willful absence from the site of employment to the competent Saudi authority and the embassy of India, the matter shall be referred to the competent authority for conciliation and or resolution as provided for in clause 12 here in above.
15. Termination of Contract

The employer may terminate the contract by serving upon DSW a written notice. Such termination shall be effected only on the expiry of a period of 33 days from the date of service of the notice on DSW. The DSW shall be paid the wages for this period of 33 days. However if the termination is intended with immediate effect the notice shall state the same and shall be accompanied by wages of two months.

In such case the employer shall also pay for the expenses incurred on obtaining exit papers and air ticket to India to effect the departure.

- ii. The employee may also terminate the contract by giving a written notice of 33 days to the employer and shall pay the employer an amount equivalent to one month wage before departure. However, if the employee terminates the contract with immediate effect, he/she shall pay an amount equivalent to two months wage before departure. The employer on payment of the amount mentioned here in above shall immediately provide necessary papers to effect exit of DSW from Saudi Arabia.

Appendix A

16. General Provisions
 - a. The Saudi Recruitment Agency shall be responsible for informing the departure and arrival plan of the DSW in the Kingdom of Saudi Arabia to the employer.
 - b. The employer and her/his family members, and the DSW shall treat one another with respect and dignity.
 - c. The DSW shall work solely for the employer and his immediate household.
 - d. The employer shall not deduct any amount from the regular salary of the DSW. However deductions may be made for the recovery of any advance payment made to DSW or on the orders of a competent authority. Such deductions must be reflected in the DSW's pay slip.
 - e. The employer shall pay the cost of the DSW's residence permit (iqama), exit/re-entry visa, and final exit visa, including the renewals and penalties resulting from delays.
 - f. The passport and work permit (iqama) of the DSW shall remain in her/his possession.
 - g. The DSW shall be allowed to freely communicate with her/his family and the Indian Embassy/ Consulate on her/his personal expenses.
 - h. The employer shall explain to the members of her/his household the provisions of this contract and ensure that these are observed.
17. Any provision of this Standard Employment Contract may be altered, amended or substituted through the Saudi-home country Joint Committee.
18. The DSW shall be repatriated at the employer's expense in the event of war, civil disturbance or major natural calamity, or in case the DSW suffers from serious illness or work injury medically proven to render her/him incapable of completing the contract. The DSW shall be paid the wages due till the date of departure from KSA.

Appendix A

19. If on the expiry of the contract, the DSW desires to return to India, the employer shall present the bank statement or pay slip of the DSW to Saudi Recruitment Agency. The employer and the DSW shall then sign a final settlement. Such bank statement or proof of settlement may be submitted as evidence in India and in the KSA.
20. This contract may be renewed for a period of another two years with the mutual consent of the DSW and the employer. On such renewal the DSW shall be paid an additional sum equivalent to one month salary. A copy of the renewed contract shall be submitted to the Indian Embassy by the employer or Saudi Recruitment Agency.
21. This employment contract will be the only valid contract. Any subsequent contract entered into between the employer and the employee in substitution of this contract shall not be valid.
22. Notwithstanding any provision in the applicable regulations of Kingdom of Saudi Arabia related to the domestic service workers, the provisions of this contract shall remain effective.
23. The contract shall be written in Arabic and English languages, both languages being equally authentic.

SIGNATURES

EMPLOYER

INDIAN RECRUITMENT AGENCY

SAUDI RECRUITMENT AGENCY

DOMESTIC SERVICE WORKER

Appendix B:
WEEKLY TIME SHEET

WORKING HOURS				BREAKS		DAILY REST/SLEEP		
DAY	START TIME	END TIME	TOTAL HOURS WORKED	START TIME	END TIME	START TIME	END TIME	TOTAL HOURS WORKED
SUNDAY								
MONDAY								
TUESDAY								
WEDNESDAY								
THURSDAY								
FRIDAY								
SATURDAY								

NAME OF EMPLOYER: _____ NAME OF EMPLOYEE: _____

WEEK STARTING: _____ WEEK ENDING: _____

Appendix C

MINISTRY OF LABOR AND SOCIAL DEVELOPMENT
Kingdom of Saudi Arabia

COMMITMENT TO ABIDE BY THE RIGHTS OF DOMESTIC WORKERS

EMPLOYER COMMITMENTS:

- He shall not assign the worker any other work than the work agreed upon, except in cases of necessity, and provided that the assigned work does not differ substantially from his original work.
- He shall not assign the domestic worker any work that may jeopardize his health, safety or human dignity.
- He shall pay the wage agreed upon at the end of every Hijri month, unless otherwise agreed in writing. He will be paid his wage and dues in cash or by check and this will be documented in writing, unless the domestic worker required his salary to be paid into a specific bank account.
- He shall provide the domestic worker with adequate accommodation and allow him to enjoy rest for at least nine hours every day.
- He shall not lease the services of the domestic worker; nor allow him to be self-employed.

THE RIGHTS OF THE DOMESTIC WORKER:

- The domestic worker shall have a day off every week, as agreed upon by the parties in the contract.
- No deduction shall be made from the salary of the domestic worker, except up to a maximum of half his salary in the following cases:
 - Payment for what has been deliberately or carelessly damaged.
 - Earlier payment that has been received from the employer.
 - The execution of a decree or an administrative decision issued against him, unless it is stipulated that the deduction shall exceed half the salary.

Appendix C

- The domestic worker shall be provided with the necessary healthcare, in accordance with the regulations and instructions enforced in the Kingdom.
- He is entitled to be paid sick leave with a medical report for a period not exceeding thirty days every year.
- He is entitled to one month's paid leave if he has spent two years with the employer and wants to renew his contract for a similar period. He is also entitled to receive one month's payment as an end-of-service bonus, if he has spent four consecutive years working for the employer.
- The employer must pay the fare for the domestic worker to return his home country, if the contract has finished or the employer has terminated it for an unjust reason.

COMPLAINTS AND DISPUTES:

- The labor office is competent to handle complaints, looking into infractions committed by the domestic worker and/or the employer, and to refer one or both of them to the Commission for Domestic Workers' Disputes Settlement for prosecution.
- The employer has to attend himself – or by proxy – before the committee at the times stipulated by the committee, to consider the claim filed against him.

I pledge to abide by the rights of the domestic worker, according to Islamic Law and the Saudi system, as well as by the aforementioned.

Name: _____

Signature: _____

ID no.: _____

* The content of this commitment is based on the regulations for domestic workers and similar regulations issued by the Council for Ministers, Resolution No. (310) on 1434/09/07 AH.



