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# Know Your *Rights*

BAHRAIN LABOUR LAW

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# Know Your Rights

## BAHRAIN LABOUR LAW

**NOTE:** This document sets out only some of workers' rights as outlined in Bahrain laws and regulations; there are additional rights. You should go to the Ministry of Labour and Social Development with questions about these or other legal and regulatory rights. **You can contact the Labour Market Regulatory Authority (LMRA) at +973 17506055.**

*These materials have been reviewed by Clyde&Co and are up to date as of September 2023.*

ISSUE	YOUR RIGHTS
<b>CONTRACT</b>	<ul style="list-style-type: none"><li>→ Employment contracts should be in Arabic, signed by you and your employer, with a copy for each party.  (ARTICLE 19 OF LABOUR LAW OF 2012)</li><li>→ It is not a legal requirement for employers to provide bilingual contracts, however you can request a translated copy of the employment contract in a language that you understand.</li></ul>
<b>PROBATION PERIOD</b>	<ul style="list-style-type: none"><li>→ You may serve a probation period only if it is clearly mentioned in your employment contract, provided that it does not exceed 3 months.</li><li>→ Probation period can be increased to 6 months maximum in certain occupations to be determined by a resolution of the Minister of Labour.</li></ul>

<p><b>PROBATION PERIOD</b> (continued)</p>	<p>→ Either you or your employer have the right to terminate the employment contract during the probation period if it is determined that it is not suitable to continue the employment. During the probation period only, you or your employer are required to provide the other party with at least one day's notice.</p> <p>🏛️ (ARTICLE 21 OF LABOUR LAW OF 2012)</p>
<p><b>UNIONS</b></p>	<p>→ You are allowed to join established unions and associations.</p> <p>→ You can establish your own union and association provided that the union is not based on sectarian, religious or ethnic basis.</p>
<p><b>RECRUITMENT FEES</b></p>	<p>→ Charging recruitment fees is not explicitly prohibited by law. However, your employer cannot deduct from your salary to compensate for any visa-related costs.</p>
<p><b>WAGES</b> <i>Including Overtime &amp; Deductions</i></p>	<p>→ Your employer is required to pay your wages in your bank account in accordance with the Wages Protection System.</p> <p>🏛️ (RESOLUTION (68) OF 2019 REGARDING THE WAGES PROTECTION SYSTEM)</p> <p>→ You are entitled to receive your wages once every month if you are engaged in monthly remuneration.</p> <p>→ If you are paid on a production basis, you should receive your salary every week to reflect the completed work.</p> <p>🏛️ (ARTICLE 40 OF LABOUR LAW OF 2012)</p>


## **WAGES (continued)**

### *Including Overtime & Deductions*

- You are entitled to be paid for any additional hours you work above your regular working hours at the following rate:
- » **25%** of your regular pay per hour in addition to your basic wage if you work extra during the day.
  - » **50%** of your regular pay per hour in addition to your basic rate if you work extra during the night.
  - » **150%** of your regular pay per hour in addition to your basic rate if you work extra on your weekly rest day.




 (ARTICLES 54 & 57 OF LABOUR LAW OF 2012)

- Deductions from your wages are legal in the following situations:
- » Loan repayment, provided that such deductions do not exceed 10% of your wage. If the loan was granted to build accommodation, deductions can increase up to 25% provided that you confirm your agreement in writing. Such loans are interest free.
  - » Social Security contributions.
  - » Disciplinary fines.
  - » Fees to compensate for damages to the workplace caused by the worker's negligence.
  - » If you terminate your employment before repaying the loan, your employer can deduct the loan amount from your entitlement.

 (ARTICLES 44 & 78 OF LABOUR LAW OF 2012)

<p><b>WORKING HOURS</b> <i>Including Overtime</i></p>	<ul style="list-style-type: none"> <li>→ Your maximum working hours are 8 per day and 48 per week.</li> <li>→ The maximum working hours during Ramadan are reduced for Muslim workers to 6 hours per day and 36 hours per week.</li> <li>🏛️ (ARTICLE 51 OF LABOUR LAW OF 2012)</li> <li>→ You are entitled to be paid for any additional hours you work above your regular working hours.</li> <li>→ Your employer can ask you to work extra hours if required by the business conditions.</li> <li>🏛️ (ARTICLE 54 OF LABOUR LAW OF 2012)</li> </ul>
<p><b>REST &amp; BREAKS</b></p>	<ul style="list-style-type: none"> <li>→ You are entitled to at least half an hour break per day for prayer, meal, and rest.</li> <li>🏛️ (ARTICLE 52 OF LABOUR LAW OF 2012)</li> <li>→ You are entitled to a weekly rest day of not less than 24 consecutive hours with full pay. Friday is the official weekly rest day for all workers.</li> <li>→ Your employer may substitute Friday with any other day of the week.</li> <li>→ Your employer may request that you work on your rest day. In such a situation, you may choose to receive additional payment of 150% of your normal wage or another rest day.</li> <li>🏛️ (ARTICLE 57 OF LABOUR LAW OF 2012)</li> </ul>

## **SICK LEAVE & HEALTH INSURANCE**

- After completion of the probation period, you are entitled to 55 days of sick leave per year, which are distributed as follows:
  - » For the first 15 days, you will receive 100% of your regular pay.
  - » For the following 20 days, you will receive 50% of your regular pay.
  - » For the remaining 20 days, you will not receive any pay.
  - » Your employer cannot terminate your employment due to illness unless you use all of your annual leave and sick leave. Your employer must notify you 15 days before your total leave entitlement is due to end.
- You must provide a medical report to your employer to avail of your sick leave.  
 **(ARTICLE 65 OF LABOUR LAW OF 2012)**
- Your employer is responsible for providing basic health care for you.<sup>1</sup>  
 **(ARTICLE 172 OF LABOUR LAW OF 2012)**
- If you are injured, your employer is obligated to cover the entire cost of treatment, which includes expenses such as medications, transportation, rehabilitation services and costs of any necessary aid equipment prescribed by your attending physician.  
 **(ARTICLES 87-88 OF LABOUR LAW OF 2012)**

<sup>1</sup>Bahrain is transitioning towards a mandatory health insurance system that is expected to launch in 2024.

## **ANNUAL LEAVE & SPECIAL LEAVES**

→ After completing one year of employment, you will be entitled to a fully paid annual leave of no less than 30 days. This leave will be calculated at a rate of two and a half days for each month of employment.

 (ARTICLE 58 OF LABOUR LAW OF 2012)

→ In the event of a contingency, you have the entitlement to take leave for a maximum of six days throughout the year, with a maximum of two days allowed for each specific situation. This contingency leave is considered part of your total annual leave entitlement.

 (ARTICLE 59 OF LABOUR LAW OF 2012)



→ Female workers are entitled to a fully paid maternity leave for a period of 60 days. To get this leave, you need to provide a medical certificate indicating the expected delivery date. Additionally, you have the option to extend the leave for an additional 15 days; however this extension is unpaid.

 (ARTICLE 32 OF LABOUR LAW OF 2012)

→ You have the right to three days of paid leave in the following situations:

- » Upon your marriage, this entitlement is applicable only once.
- » In the event of the death of your spouse or one of your relatives up to the fourth degree.
- » In the event of the death of your spouse's relatives up to the second degree.



<p><b>ANNUAL LEAVE &amp; SPECIAL LEAVES</b> (continued)</p>	<ul style="list-style-type: none"> <li>→ You are entitled to one day off with pay upon the birth of your child.  (ARTICLE 63 OF LABOUR LAW OF 2012)</li> <li>→ A Muslim worker who has been employed by the same employer for a continuous period of 5 years is entitled to a paid leave of 14 days to perform Hajj.  (ARTICLE 67 OF LABOUR LAW OF 2012)</li> </ul>
<p><b>TERMINATION OF EMPLOYMENT &amp; CHANGING JOBS</b></p>	<ul style="list-style-type: none"> <li>→ Either you or your employer have the right to terminate the employment contract by providing the other party with at least a 30-day notice in advance.</li> <li>→ In the event that your employer terminates the contract, it is possible for you to mutually agree on a notice period that exceeds the standard 30-day requirement.</li> <li>→ If your employer terminates your contract without adhering to the required notice period, you have the right to receive compensation for the entirety of the notice period or the remaining duration thereof. This compensation should be equivalent to your regular wage during the notice period.</li> <li>→ If you resign from your employment without providing the required notice period as stipulated in the labour law, you may be held liable to compensate your employer.</li> </ul>

**TERMINATION OF  
EMPLOYMENT &  
CHANGING JOBS**  
(continued)

→ If your employer provides notice of termination for your contract, you are allowed to be absent from work for a full day each week or for 8 hours during the week in order to search for alternative employment. Your absence should be scheduled at an appropriate time that does not disrupt the business. During these periods of absence, you are entitled to receive your regular wage for the days or hours you are away from work.

 (ARTICLE 99 OF LABOUR LAW OF 2012)

→ You have the right to terminate your employment contract without giving notice in two specific situations:

1. If your employer or their representative assaults you.
2. If your employer or their representative engages in an immoral act against you or a member of your family.

 (ARTICLE 105 OF LABOUR LAW OF 2012)

→ Your employment contract may be terminated by your employer under various circumstances.



These include situations where you have assumed a false identity or provided false certificates or references, caused significant financial loss to your employer, failed to follow work instructions despite receiving a written warning, been absent from work without valid justification for more than 20 intermittent days or more than 10 consecutive days within a year, failed to fulfil essential duties specified in your contract, disclosed confidential work information,

**TERMINATION OF  
EMPLOYMENT &  
CHANGING JOBS**  
(continued)

been convicted of a crime or misdemeanour involving dishonour, dishonesty, or public morals, been found under the influence of alcohol during working hours, assaulted your employer, violated legal regulations concerning the right to strike or become unfit to perform your job duties.

 **(ARTICLE 107 OF LABOUR LAW OF 2012)**

- To change your job after completing one year of service, you should follow the following steps:
  - » Notify your current employer in writing about your intention to change jobs.
  - » Submit your resignation letter to your current employer via registered mail “pink slip” and keep the proof of mailing.
  - » Visit the Labour Market Regulatory Authority (LMRA) along with your “pink slip” and your prospective new employer to register your resignation and apply for a new work permit.
- The cost of the new work permit for your employment with the new employer is the responsibility of the new employer.

<p><b>END OF SERVICE BENEFITS</b></p>	<p>→ When the employment relationship ends, the employer is obligated to provide you with the end-of-service benefit as follows:</p> <ul style="list-style-type: none"> <li>» 15 days wage per year for the first 3 years</li> <li>» One month's wage per year for every year after three years.</li> <li>» Partial years are pro rated.</li> <li>» You are entitled to receive an end-of-service benefit for any partial year of service in proportion to the duration of your employment with the employer.</li> </ul> <p> (ARTICLE 116 OF LABOUR LAW OF 2012)</p>
<p><b>YOUR IDENTIFICATION DOCUMENTS</b></p>	<p>→ As an employee, you have the right to retain your passport and other travel documents, except in cases where your employer requires them for specific purposes such as processing a resident permit. However, even in such instances, your employer is obligated to provide you with a receipt of the documents, certificates, or items you have deposited with them.</p> <p> (ARTICLE 12 OF THE LABOUR LAW OF 2012)</p> <p>→ Your employer is legally prohibited from withholding your passport under the Bahraini Penal Code.</p>







