

King Fahd University of Petroleum & Minerals

Labor Relations & Workers' Rights Policy



King Fahd University of Petroleum & Minerals (KFUPM) is committed to creating and complying with legal human resource policies and practices in all aspects of employment, including recruitment, selection, hiring, evaluation, promotion, training, discipline, development, compensation, and termination. The University will ensure that its employment-related decisions are based on relevant qualifications, merit, performance, and other job-related factors ([Code of Conduct IS FAIR](#), p. 9).

KFUPM's labor relations policies are founded upon the principles of the labor law code of the Kingdom of Saudi Arabia ([Royal Decree No. M/51](#) dated 23 Shaban 1426 (27 September 2005)), which provide for workers' basic freedoms and duties. Through the labor system, the Kingdom recognizes international labor standards to the benefit of workers' and [employers' interests](#). KFUPM implements and fully supports all provisions of Saudi labor law respective to the right to work and just compensation. The Labor Code and other Laws of the Kingdom of Saudi Arabia supersede any internal University regulations and are in no way limited by the enumeration of articles and provisions stated here. On the basis of the University's [Code of Conduct \(IS FAIR\)](#) and Saudi labor law, all workers are entitled to be free of discrimination on the basis of religion, gender, race, ethnicity, age, and disability.

The legal code of the Kingdom of Saudi Arabia and all its regulations are binding on all faculty, staff, management, and all other University employees, as well as contractors, sub-contractors and all present and engaged at the University. The University adopted the Code to assist its members with the University's goals of conducting its business and affairs per applicable laws, rules and regulations.

Providing a healthy and safe work environment is a major factor in attracting and stabilizing the labor force, as well as raising work performance in a way that benefits enterprises and thus the national economy. KFUPM enforces and supports the principles that protect workers' health, welfare, and safety as enshrined in Saudi law, the initiatives of the [Ministry of Human Resources and Social Development](#), and the [Human Rights Commission](#).

Workers and employers are prohibited from undertaking any act that infringes upon their respective freedoms or the freedom of other workers or employers to realize any interest. They are prohibited from imposing a point of view that "conflicts with the freedom of work or the jurisdiction of the competent authority in charge of settlement of disputes" (Chapter 2, Article 20).

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Definitions

The following definitions are used according to the regulations of the The Ministry of Human Resources and Social Development (Royal Decree No. M/51 (2005)). These definitions are to be used to apply to faculty, staff, administration, contract and incidental labor in any capacity.

Employer: Any natural or corporate person employing one or more workers for a wage.

Worker: Any natural person working for an employer and under their management or supervision for a wage, even if he is not under their direct control.

Minor: Any person between fifteen and eighteen years of age.

Work: The effort exerted in all human activities in execution of a (written or unwritten) work contract regardless of their nature or kind, be they industrial, trade, agricultural, technical or otherwise, whether mental or physical.

Original Work:

For individuals: Their usual business activities.

For firms: The activities for which the firm has been established as stated in its articles of incorporation, franchise contract, if a franchise company, or Commercial Register.

Temporary Work: Work considered by its nature to be part of the employer's activities, the completion of which requires a specific period or relates to a specific job and ends with its completion. It shall not exceed 90 days in either case.

Incidental Work: Work that is not considered by its nature to be part of the usual activities of an employer, and its execution does not require more than 90 days.

Seasonal Work: Work that takes place in known periodical seasons.

Part-time Work: Work performed by a part-time worker for an employer and for less than half the usual daily working hours at the firm, whether such a worker works on a daily basis or on certain days of the week.

Continuous Service: Uninterrupted service of a worker for the same employer or their legal successor from the starting date of service. Service shall be deemed continuous in the following cases:

1. Official holidays and vacations.
2. Interruptions for sitting for examinations in accordance with the provisions of Labor Law.

3. Worker's unpaid absences from work for intermittent periods not exceeding 20 days per work year.

Basic Wage: All that is given to the worker for their work by virtue of a written or unwritten work contract regardless of the kind of wage or its method of payment, in addition to periodic increments.

Actual Wage: The basic wage plus all other due increments apportioned to the worker for the effort they exert at work or for risks they encounter in performing their work, or those decided for the worker for the work under the work contract or work organization regulation. This includes:

1. The commission or percentage from sales or profits paid against what the worker markets, produces, collects or realizes from increased or enhanced production.
2. Allowances the worker is entitled to for exerted effort, or risks they encounter while performing their job.
3. Increments that may be granted in accordance with the standard of living or to meet family expenses.
4. Grant or reward: What the employer grants to the worker and what is paid for honesty or efficiency and the like, if such grant or reward is stipulated in the work contract or the work organization regulation of the firm, or if customarily granted to the extent that the workers consider it part of the wage rather than a donation.
5. *In rem* privileges: what the employer commits himself to provide to the worker for their work by stating it in the work contract or the work organization regulation and its estimated at a maximum of two months basic wage per annum, unless it is otherwise determined to exceed that in the work contract or the work organization regulation.

Wage: Actual wage.

Firm: Any enterprise run by a natural or corporate person who employs one or more workers for a wage of any kind.

Month: Thirty days, unless it is otherwise specified in the work contract or the work organization regulation.

Regulations: The Implementing Regulations of labor and other Laws of the Kingdom of Saudi Arabia.

Living wage

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- Wage disputes
- Workplace damages
- Working hours & rest periods
- Annual leave
- Sick leave
- Part-time work

Policy	Created	Implemented	Reviewed
Living Wage	2005	2005	2020

For the University to thrive, its workers must be entitled to just compensation that provides for their needs and for those who depend upon them. A flourishing work environment is one where staff can teach, research, and engage in university business free from the burden of financial need.

At KFUPM, all employees must be paid the minimum wage as stated and defined by the Ministry of Human Resources and Social Development. The latest regulation states that the [minimum monthly Wage for Saudis Registered in the Nitaqat program is SAR 4,000](#).

Salary scale for faculty members, lecturers, and teaching assistants at universities

Approved by No. (4097/MB) dated 6/25/1432 AH, effective 6/25/1432 AH

Annual bonus	Grades															Function
	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1	
415	12460	12045	11630	11215	10800	10385	9970	9555	9140	8725	8310	7895	7480	7065	6650	Teaching assistant
510	15905	15395	14885	14375	13865	13355	12845	12335	11825	11315	10805	10295	9785	9275	8765	Lecturer
570	20745	20175	19605	19035	18465	17895	17325	16755	16185	15615	15045	14475	13905	13335	12765	Assistant Professor
665	25390	24725	24060	23395	22730	22065	21400	20735	20070	19405	18740	18075	17410	16745	16080	Associate Professor
735	28710	27975	27240	26505	25770	25035	24300	23565	22830	22095	21360	20625	19890	19155	18420	Professor

The university regularly reviews its pay scales to ensure that they are competitive and correspond to the qualifications, achievements and skills of employees. Faculty compensation policies are defined in the Faculty Handbook which defines allowances, benefits, and compensation (pp. 74–87).

The University ensures that all its employees have the right office space, equipment and tools to conduct their activities in a decent manner. Faculty receive the benefit of the availability of on-campus housing. All employees are eligible for special discounts to enroll their children in KFUPM schools.

Wage disputes

An employer who withholds payment for unjustified reasons, or who unlawfully deducts from a worker's wage, will be subject to pay the wrongfully-deducted amounts and may be subject to a fine.

Appeals for wage disputes can be made to the [Commission for the Settlement of Labor Disputes \(Labor Code Ch.2, Art. 20\)](#).

Unpaid wages, according to labor law (Ch. 2, Art. 19) are deemed first rate privileged debts and subject to remuneration accordingly.

Workplace damages

If the worker, as a result of their own fault or violation of the employer's instructions and not as a result of a third party's fault, or a force majeure, causes loss, damage or destruction to machinery or products owned by the employer while in their custody, the employer may deduct from the worker's wage the amount necessary for repair or restoration to the original condition, provided that such deductions do not exceed a five-day wage per month.

The employer may file a grievance, if necessary, demanding more deductions if the worker has other properties from which collections may be made.

The worker may file a grievance with the [Commission for the Settlement of Labor Disputes](#) regarding the allegations leveled at him or the employer's estimation of the damages. If the Commission rules that the employer is not entitled to claim such deductions, or if it awards the employer a lower amount, the employer shall return to the worker the amounts unjustifiably deducted, within 7 days from the date of the award.

Grievances must be filed within 15 working days, otherwise the claimant forfeits their right thereto.

For the employer, the date of filing the grievance shall be from the date the occurrence is discovered, and for the worker from the date of their notification of the same by the employer (Ch. 2, Art. 91).

Working hours & rest periods

According to the labor code (Pt. 6, Ch. 2, Art. 98), a worker may not actually work for more than 9 hours a day or 45 hours a week. During the month of Ramadan, the actual working hours for Muslims shall be reduced to a maximum of 7 hours a day or 35 hours a week. Certain discretions based on the nature of the work are allotted by the labor code (see Ch. 2, Art. 99–100).

Working hours and rest periods during the day shall be scheduled so that no worker works for more than 5 consecutive hours without a break of no less than 30 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 12 hours a day.

The periods designated for rest, prayers and meals shall not be included in the actual working hours. During such periods, the worker shall not be under the employer's authority. The employer shall not require the worker to remain at the workplace during such breaks.

A worker is entitled to two rest days a week with full pay, one of which should be a Friday. After proper notification of the competent labor office, the employer may replace Friday day for some of their workers by any other day of the week. The employer shall allow the workers to perform their religious obligations.

The weekly day of rest shall be at full pay and shall not be less than twenty-four consecutive hours. Details on working conditions for contract work can be found in the labor code (Ch. 3, Art. 105–108).

Annual leave

A worker shall be entitled to a prepaid annual leave of not less than 21 days, to be increased to a period of not less than 30 days if the worker spends 5 consecutive years in the service of the employer.

A worker shall enjoy their leave in the year it is due. They may not may not forgo it or receive cash in lieu during their 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 their leave in sufficient time of not less than 30 days.

A worker may postpone their annual leave, or a portion thereof, to the following year with the employer's approval.

An employer may postpone, for a period of not more than 90 days, the worker's leave after the end of the year 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.

A worker shall be entitled to a wage for the accrued days of the leave if they leave work without using such leave. This applies to the period of work for which they have not used their leave. They are also entitled to a leave pay for the parts of the year in proportion to the part they spent at work.

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

A worker shall be entitled to a five-day leave with full pay in the event of the death of a spouse or an ascendant or descendant, or marriage, and a three-day paid leave in the case of childbirth. In all cases, the employer shall have the right to request supporting documents.

A worker shall be entitled to a paid leave of not less than 10 days and not more than 15 days, including Eid Al-Adha holiday, to perform Hajj only once during their service if they have not performed it before. To be eligible for their 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.

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 15 days ahead of the due date. Without prejudice to disciplinary action, the worker shall be denied the wage if it is proven that they had not taken the examination.

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 20 days, unless both parties agree otherwise (Ch. 4, Art. 109–116).

Sick leave

A worker whose illness has been adequately demonstrated shall be eligible for a paid sick leave for the first 30 days, three quarters of the wage for the next 60 days and without pay for the following 30 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.

A worker may not work for another employer while on leave. If the employer proves that the worker has violated this provision, they may deprive the worker of their wages for the duration of the leave or recover any wages previously paid.

Part-time work

Workloads are determined by contract. Full-time workers who are affected by a collective temporary reduction in their normal working hours for economic, technical or structural reasons shall not be considered part-time workers (Ch. 4, Art. 118–119).

Workplace Equality

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- Women's rights
- Non-Saudi Workers
- Public Records

Policy	Created	Implemented	Reviewed
Workplace Equality	2005	2005	2021

According to Saudi labor law ([Royal Decree \(No. M/51\)](#) Chapter 2: Article 3): “Work is the right of every citizen. No one else may exercise such right unless the conditions provided for in this Law are fulfilled. All citizens are equal in the right to work without discrimination on the basis of gender, disability, age, or any other form of discrimination, whether during their performance of work, at the time of employment, or at the time of advertising.”

Observing principles of equality is obligatory for all faculty, staff, management, and any other University employee, as well as contractors, subcontractors, visitors to the University, and all those living in the University.

Equality is enshrined in the provisions of the University’s [Code of Conduct \(IS FAIR\)](#): “The University provides equal opportunity to all Affiliates and job applicants and does not tolerate unlawful discrimination of any kind, for example, on gender, ethnicity, race, or creed. The University is committed to creating and complying with legal human resources policies and practices in all aspects of employment, including recruitment, selection, hiring, evaluation, promotion, training, discipline, development, compensation, and termination. The University will ensure that its employment-related decisions are based on relevant qualifications, merit, performance, and other job-related factors” (p. 9).

Furthermore, labor law states (Ch. 2, Art. 20) that workers and employers are prohibited from undertaking any act that infringes upon the freedom of the other or the freedom of other workers or employers to realize any interest.

Employers and workers are prohibited from imposing a point of view that interferes with the freedom of work or the jurisdiction of the competent authority in charge of settlement of disputes.

KFUPM articulates a clear system of ethical values, encompassing honesty, fairness, respect, and diversity, among others, through its [Code of Conduct](#) and the adherence to the principles of Saudi law. This policy is essential for employment, study, research, and other activities at the University. All those engaged at KFUPM must sign an affidavit attesting to the fact that they have read the Code of Conduct. The University reserves the right to test affiliates on their comprehension of the Code.

The university community is entrusted with creating a congenial working environment. Violations of ethical and social norms between persons are to be addressed with discretion and mutual respect (Code, p. 10). However, when violations are intentional or of a repeated nature, the University's system of reporting grievances must be observed. The University does not tolerate retribution against those who make complaints.

Women's rights

In the course of its policies against discrimination, KFUPM supports the rights of women to work in the university sector and to an education. In 2021, KFUPM opened admissions to women in its bachelor's program, and it has been issuing advanced degrees to women since 2018.

In addition to its own procedures, KFUPM supports the Ministry of Human Resources and Social Development's [program to increase female employment in the civil sector](#) and its [Women Leaders Program 2030](#).

Non-Saudi Workers

KFUPM provides for the rights and privileges of non-Saudis as an employer according to Saudi Labor Law (Pt. 2, Ch. 3, Art. 32–41). The employer must provide the worker with a contract with a set duration and has the following obligations:

1. The employer must incur the fees pertaining to the recruitment of non-Saudi workers. These include:
 - a. the fees of a residence permit (Iqama), work permit together with their renewal and the fines resulting from their delay,
 - b. the fees pertaining to a change of profession,
 - c. exit and re-entry visas,
 - d. 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 their home country if he is unfit for work or if he wishes to return to their home country without a legitimate reason.

3. An employer shall bear the fees of transferring the services of a worker who wishes to transfer their 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 their family. The employer shall be relieved of this obligation if the [General Organization for Social Insurance \(GOSI\)](#) undertakes the same.

Public Records

Workers have a right to maintain the privacy of their records. University employees must preserve the confidentiality of personal and university data. [KFUPM's Code of Conduct IS FAIR](#) stipulates the details of record management (pp. 8–9).



Commitment against forced labor, modern slavery, human trafficking, and child labor



Policy	Created	Implemented	Reviewed
Commitment against forced labor, modern slavery, human trafficking and child labor	2005	2005	2021

It is immoral and unlawful to demand work without just compensation, to restrain the freedoms of persons outside of working hours and the site of employment, to withhold essential documents and personal effects, to transport persons without their consent. It is immoral to employ or enforce the employment of the underaged.

KFUPM has a policy commitment against forced labor, modern slavery, human trafficking, and child labor. Saudi Arabia is a signatory to the 2014 Protocol of the Forced Labor Convention, and the Ministry of Human Resources and Social Development has developed a significant [policy to eliminate forced labor](#).

As in many countries, Saudi Arabia allows for limited work on the part of minors. However, they must be afforded longer rest times and shorter work hours than those for adult workers stipulated above. As mentioned in the Definitions above, a minor is between 15 and 18 years of age.

KFUPM does not permit the employment of minors on its campus.

All university workers must be of at least 24 years of age.

Training & internships

All education programs in the University require that students take between 8 and 28 weeks of training in the industry. These internships are not regulated as work, however students are required to abide by the principles of [KFUPM's Code of Conduct IS FAIR](#).

The Ministry of Human Resources and Social Development may require firms to accept students and graduates of colleges, institutes and centers to receive training and supplementary practical experience in accordance with the conditions, circumstances, durations and trainee allowances to be specified in an agreement to be concluded between the Ministry and the management of the relevant firm ([Labor Code Pt. 4, Ch.2, Art. 47](#)).

Training regimes and contracts are treated differently in Saudi labor law from work contracts (see Pt. 4, Ch.2). Student internships are not governed by the same regulations as workplace training programs and are subject to an agreement between the University and the firm or organization which conducts the internship.

However, training contracts are still subject to labor law provisions on annual vacations, official holidays, maximum working hours, daily and weekly rest periods, occupational health and safety rules, work injuries and their conditions as well as whatever is decided by the Minister (Art. 49).

Both students and the firms or agencies providing internships are to abide by the requisite Saudi Arabian regulations and laws and mutual agreements between the University and the employer.



Equivalent rights for third-party workers



Policy	Created	Implemented	Reviewed
Equivalent rights of workers when outsourcing activities to third parties	2005	2005	2021

KFUPM honors the obligations of Saudi Labor law that contract, subcontract, and temporary workers are entitled to the same rights and provisions as other workers ([Ch. 2, Art. 6](#)). Work in laboratories, work sites, plant, catering, and site upkeep, in all spaces of the university, must be conducted fairly and safely on behalf of university staff, students, contract and subcontract workers.

Should the University conclude a contract with a third-party employer, any workers subject to third-party contracts that perform incidental, seasonal and temporary work are subject to the same provisions with respect to duties and disciplinary rules of labor law as any worker. These include, but are not limited to:

1. A maximum 9 hour work day or 45 hours a week, depending on the contract.
2. During the month of Ramadan, the actual working hours for Muslims shall be reduced to a maximum of 7 hours a day or 35 hours a week.
3. No worker shall work for more than five consecutive hours without a break of no less than 30 minutes each time during the total working hours for rest, prayer and meals.
4. A worker shall not remain at the workplace for more than 11 hours a day.
5. Periods designated for rest, prayers and meals shall not be included in the actual working hours. During such periods, the worker shall not be under the employer's authority.
6. The employer shall not require the worker to remain at the workplace during such breaks.

Overtime regulations for third-party contract workers must also adhere to labor provisions:

1. The employer shall pay the worker for overtime working hours an additional amount equal to the hourly wage plus 50% of their 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 (Pt. 6, Ch. 3, Art. 107).

KFUPM also adheres to the provisions of the [Ministry of Human Resources and Social Development regarding occupational safety and health](#). The principles and regulations of labor law provide for the safety of workers (Pt. 8, Ch. 1–Ch. 2, Art. 126), including contractors and subcontractors, to wit:

1. An employer shall maintain clean and hygienic conditions. They shall provide lighting, supply potable and washing water and comply with other rules, measures and standards of occupational protection as specified by regulations.
2. An employer shall take the necessary precautions to protect the workers against hazards, occupational diseases, machinery in use, and shall ensure work safety and protection.
3. They 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.
4. The employer may not charge the workers or deduct from their wages any amounts for the provision of such protection.
5. An employer shall inform the worker, prior to engaging in the work, of the hazards of their job and shall require them to use the prescribed protective equipment.
6. The employer shall supply the workers with the appropriate personal gear and train them on their use.
7. A worker shall use and preserve the personal protective equipment designated for each process and shall carry out the instructions established to protect their health against injuries and diseases.
8. They shall refrain from any action or omission that may lead to failure to implement the instructions, misuse or impair the devices provided to protect the workplace as well as the health and safety of fellow workers.
9. 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. They shall post in a prominent location in the workplace detailed instructions for fire prevention devices.

10. An employer shall be responsible for emergencies and accidents which may affect persons other than their workers, who enter the workplaces by virtue of their official duties or with the approval of the employer or their agents. Should an emergency or accident occur due to negligence in taking the technical precautions required by the nature of the workplace, the employer shall compensate said persons for damage and harm they may sustain in accordance with the general laws.
11. According to a [Ministry resolution](#), it is forbidden to work during the noontime hours (12:00 to 3:00 PM). Employers, upon regulating the working hours, must consider the provisions of the resolution to contribute to protecting the workers' safety and health from exposure to direct sun risks. Some exceptions are made for certain employees and under certain weather conditions as determined by the Ministry.

Certain discretions based on the nature of the work are allotted by the labor code in general (see Ch. 2, Art. 98–100).

Pay scale equity

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- Payment of wages
- Deductions from wages
- Overtime compensation for contract workers
- Gender equality in pay scales

Policy	Created	Implemented	Reviewed
Pay scale equity	2005	2005	2020

The University must ensure that its employment-related decisions are based on relevant qualifications, merit, performance, and other job-related factors ([Code of Conduct IS FAIR](#), p. 9).

At KFUPM, all employees must be paid the minimum wage as defined for the Kingdom, which, for [Saudis Registered in the Nitaqat program is SAR 4,000](#) per month.

Salary scale for faculty members, lecturers, and teaching assistants at universities

Approved by No. (4097/MB) dated 6/25/1432 AH, effective 6/25/1432 AH

Annual bonus	Grades															Function
	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1	
415	12460	12045	11630	11215	10800	10385	9970	9555	9140	8725	8310	7895	7480	7065	6650	Teaching assistant
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665	25390	24725	24060	23395	22730	22065	21400	20735	20070	19405	18740	18075	17410	16745	16080	Associate Professor
735	28710	27975	27240	26505	25770	25035	24300	23565	22830	22095	21360	20625	19890	19155	18420	Professor

KFUPM applies to faculty the pay scales and grades of Saudi Civil servants.

Faculty and staff are to be compensated on the basis of their experience, achievements, and qualifications.

According to Saudi civil service law, a worker must be paid according to the pay grade corresponding to their position, starting at the first grade. If a worker is paid more than the grade corresponding to their position, including a standard bonus, they must be paid up to the amount of the next grade that exceeds their salary upon appointment.

A worker who has re-entered service retains the pay grade that they had in their last position. However, if the post to which they have been re-appointed has a pay grade higher or lower than their previous post, they advance to one pay grade above that applicable to them. If this post is at the top grade of the pay scale, they retain that position.

The amount of a worker's bonus must correspond to that of the pay scale one grade above that which the worker currently occupies ([Civil Service Code Sect. 2, Pt. 3, Art. 17-18](#)).

KFUPM's *Faculty Handbook* specifies the details of compensation, housing allotments, school fees, continuing education, sabbaticals, grants, consultation, awards, intellectual property, and other additional benefits (pp. 74–87).

Payment of wages

All workers are entitled to a regular and efficient payment of wages under the Saudi Labor Code ([Pt. 6, Ch. 1](#), pp. 22ff).

The worker's wages and all other entitlements shall be paid in the Country's official currency and in the time period specified by agreement.

Wages must 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.

The Ministry of Human Resources and Social Development has issued [stipulations](#) to protect workers' wages as they are transferred through the banking system.

Deductions from wages

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

1. Repayment of loans extended by the employer, provided that such deductions do not exceed 10% of their 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.
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.

The order in which deductions are to be collected is as follows: alimony, food, clothing and accommodation debts, before other debts.

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 their wage. In the latter case, the worker may not be given more than three quarters of their wage (Pt. 6, Ch. 1, Art. 90–95).

Overtime compensation for contract workers

Contract workers must be compensated for overtime allowance at a rate of the hourly wage plus 50% of their basic wage.

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.

All working hours performed during holidays and Eids shall be deemed overtime hours (Labor Code Pt. 6, Ch. 3, Art. 105).

Gender equality in pay scales

KFUPM applies the Saudi Civil Service Salary scale and grades, which do not discriminate between gender.

The University supports the "[Women's Empowerment](#)" program of the Ministry of Human Resources and Social Development. This program has many projects to encourage women to enter the workforce and receive just and equitable employment.

The fundamentals of just employment for women in the Ministry's programs include consideration of childcare and family leave ([the Qurrah program](#)), in addition to other forms of compensation.

Violations of wage equality regulations can be registered as complaints with the [Commission for Settlement of Labor Disputes](#). The Commission shall estimate the wage to be compensated in accordance with the dictates of justice (Pt. 6, Ch. 1, Art. 90).

Gender equity in pay

العمل اللائق
ونمو الاقتصاد



- Maternity & wage equality

Policy	Created	Implemented	Reviewed
Gender equity in pay	2005	2005	2021

In the course of its policies against discrimination, KFUPM supports the rights of women to work in the university sector and to an education. In 2011 the University's rector, H.E. Dr. Khalid Bin Saleh Al-Sultan, ordered a commission to investigate the prospects of female education. The Department of Female Education began admitting students for advanced degrees in 2018 and began admitting bachelor's students in 2021.

In addition to educational equality, KFUPM is committed to the social empowerment and equal employment of women. KFUPM supports the Ministry of Human Resources and Social Development's [program to increase female employment in the civil sector](#) and its [Women Leaders Program 2030](#).

Considering the requirements of training and other obligations, the labor code ([Part 9](#)) permits for equal employment of women in conditions of safety respective to their nature.

Maternity & wage equality

Certain special provisions apply to gender-equal labor:

1. Except in exempted cases determined by the ministry, women are protected from working more than 11 consecutive hours through the night.

Maternity leave is enshrined in Saudi labor law (Pt. 9, Art. 151–160) and endorsed by university policy, to wit:

1. Female workers shall be entitled to fully paid maternity leave for a period of 10 weeks to be divided at the female worker's discretion. This period may start 4 weeks prior to the expected date of delivery. Expected date of delivery shall be determined pursuant to a medical report certified by a health authority.
2. Work is forbidden for women during the first 6 weeks following delivery. She shall be entitled to extend the leave for an additional two months as unpaid leave.
3. In the event of giving birth to a sick child or a child with special needs whose health condition requires a constant companion, a female worker shall be entitled to a one-month leave with full pay starting at the end of the maternity leave and she shall be entitled to extend the leave for an additional month as unpaid leave.

4. An employer shall provide medical care for female workers during pregnancy and delivery.
5. When a female worker returns to work following a maternity leave, she shall be entitled, in addition to the rest periods granted to all workers, to a rest period or periods not exceeding in aggregate one hour a day for nursing her infant.
6. An employer may not terminate the employment of a female worker or give her notice of termination during her maternity leave.
7. An employer may not terminate the employment of a female worker during illness resulting from pregnancy or delivery, and such illness shall be established by a certified medical report, provided that the period of her absence does not exceed 180 days. Her employment may not be terminated during the 180 days preceding the expected date of delivery in the absence of one of the legitimate causes provided for in this Law.
8. A female worker shall forfeit her entitlements under the provisions of Part 9 if she works for another employer during her authorized leave. In such event, the original employer may deprive her of her wage for the duration of the leave or recover any payments made to her.
9. In all occupations and places where women are employed, the employer shall provide them with seats for resting.
10. An employer who employs 50 female workers and more shall provide them with a suitable place with adequate number of babysitters to look after the children under the age of 6 years, if the number of children reaches 10 or more.
11. The Ministry may require the employer who employs 100 women or more in a single city to set up a nursery, either on their own or in conjunction with other employers in the same city, or alternatively to contract with an existing nursery to care for female workers' children under six years of age during the work periods. The Ministry regulates the administration of such facilities and the charges imposed on the female workers benefiting from service.

A female worker whose husband passes away shall be entitled to a fully paid leave for a minimum period of 15 days as of the date of death.

A Muslim female worker whose husband dies shall be entitled to "iddah leave" with full pay for a period of not less than 4 months and 10 days starting from date of death. If she is pregnant, such leave may be extended without pay until her delivery. She may not, following childbirth, use the remainder of the leave granted to her under this Law.

A non-Muslim female worker whose husband dies shall be entitled to a 15-day leave with full

pay.

In all cases, a female worker whose husband dies may not work for others during the leave period. The employer shall have the right to request supporting documents in the above-mentioned cases.

To facilitate women's opportunities for access to work and to improve the work-life balance, the Ministry of Human Resources and Social Development has created the [Telework program](#) to promote the opportunities for women to work remotely.



Workers' appeal process



- Freedom from unjust penalty
- Expiration of work contracts & dismissal
- Freedom from bribery & corruption
- Freedom from mistreatment & harassment
- Registering complaints
- Confidentiality & whistleblower protection

Policy	Created	Implemented	Reviewed
Workers' appeal process	2005	2005	2021

As stated in Labor Law, workers and employers are prohibited from undertaking “any act that infringes upon the freedom of the other or the freedom of other workers or employers to realize any interest or impose a point of view that conflicts with the freedom of work or the jurisdiction of the competent authority in charge of settlement of disputes” (Ch. 2, Article 20). In order to foster a healthy work environment, there must be mechanisms to address employers’ and workers’ grievances and to provide for those grievances to be made known and adequately addressed.

Freedom from unjust penalty

An employer may levy upon a worker the following penalties:

1. A warning.
2. Fines.
3. Withholding or postponing work allowance for a period not exceeding one year if prescribed by the employer.
4. Postponement of promotion for a period not exceeding one year if prescribed by the employer.
5. Suspension from work and withholding of wages under the regulations for dismissal.
6. Dismissal from work in cases set forth by the law ([Labor Code Ch. 2, Pt. 3, Art. 66](#)).

An employer may not administer a penalty upon a worker not included in the Labor Code or stipulated by the regulations of the University, its contractors and subcontractors.

Limitations are given to the manner in which penalties are imposed (Art. 69–78):

1. 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.

2. A disciplinary action may not be imposed on a worker except after notifying them in writing of the allegations, interrogating them, hearing their defense, and recording the same in minutes to be kept in their file.
 - a. The interrogation may be verbal in the case of minor violations; i.e., violations the penalty for which does not go beyond a warning or a deduction of a one-day salary. This shall be recorded in the minutes to the interrogation.
3. The worker shall be notified in writing of the decision of imposing the penalty. If they refuse to receive the same or if they are absent, the notice shall be sent to the address shown in their file by registered mail. The worker may object to the decision of imposing the penalty upon them within fifteen days, excluding official holidays, from the date of notifying them 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.

Expiration of work contracts & dismissal

A work contract shall terminate in the following cases (Labor Code Ch. 2, Pt. 3, Art. 74–77):

1. With consent by both parties may terminate, provided that the worker consent in writing.
2. If the term specified in the contract expires, unless the contract has been explicitly renewed in accordance with labor code provisions in which case it shall remain in force until the expiry of the term.
3. At the discretion of either party in indefinite term contracts.
4. The worker attains the age of retirement at the age of 60, but may continue to work should both parties agree upon continuing work after this age.
 - a. The retirement age may be reduced in cases of early retirement as provided for in University regulations. 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.
6. 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 30 days prior to the termination date if the worker is paid monthly and not less than 15 days for others.

7. If the party terminating the contract does not observe the period provided for in item 6 above (Art. 75), 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 Ch. 2, Pt. 3, Art. 96 of the Labor Law providing for payment for goods and services.

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.

Upon expiration of the work contract, the employer shall be required to give the worker, upon their request and free of charge, a certificate of work experience, indicating date of their employment, date of end of work, their profession, and the last wage received.

In extreme cases of mistreatment and abuse, workers have the right to leave their jobs without notice. The conditions for such action are specified in the Labor Code (Ch. 2, Pt. 3, Art. 81).

In cases of malfeasance, employers are entitled to terminate workers without notice under the provisions of the Labor Code (Ch. 2, Pt. 3, Art. 81).

Freedom from bribery & corruption

KFUPM's [Code of Conduct IS FAIR](#) stipulates the ethical norms of employers, workers, students, faculty, visitors, and all those at the university and associated with it.

These norms specify the following forms of malfeasance:

1. Bribery,
2. The unlawful acceptance of gifts,
3. Insider trading,
4. Reckless behavior and damage to property,
5. Falsification and plagiarism,
6. Cheating,

7. Improper disclosure and publication of information,
8. Nepotism,
9. Harassment,
10. Improper behavior,
11. Inappropriate attire and appearance.

Among these, bribery is to be defined by labor law and the reporting of violations strictly enforced. The limits and procedures for accepting and authorization of gifts is defined as follows:

Acceptable gifts, donations, and hospitality (given or received)	Actions
Any Gift < SR 100 Business Meals < SR 300/person Invitations (sports events) < SR 400/person, max 2 times annually with the same partner	No pre-approval is required Report to your immediate line manager or HR Maintain a record of all given or received gifts or hospitality, unless trivial (pen, small capacity memory stick, and other inexpensive or marketing stuff)
Travel and accommodation	Up to 14 days requires the approval of the immediate line manager Beyond 14 days requires approval by the President
Gifts or invitations from government officials or diplomats	Maintain a record of all given or received gifts or hospitality
Exceeding the above limits requires the approval of the immediate line manager or the President of the University.	

Furthermore the negative effects of “Wasta” (favoritism) are to be reckoned as a form of nepotism (IS FAIR, p. 9) and dealt with according to the University’s procedures for reprimand, in addition to legal pursuance if deemed necessary.

Those associated with the University are required to sign an affidavit that they have “read, understood, and, will do the utmost to comply with the Code.” The University may test those required to sign the form of their knowledge (p. 2).

Freedom from mistreatment & harassment

The University's [Code of Conduct IS FAIR](#) protects workers, students, and all others associated with the University from personal mistreatment on any basis.

Furthermore, the Saudi Labor Code protects workers' personal and moral integrity. A worker may abandon their position without notice if the employer does not honor the terms of their contract, engages in fraud, puts workers in hazardous conditions, and endangers the workers' ability to fulfill the contract.

In addition, the worker may also abandon, without prejudice, the workplace should the employer, a family member of the employer, or the manager in-charge commit a violent assault or an immoral act against the worker or any of his family members, or if the treatment of the employer or the manager in-charge is characterized by cruelty, injustice, or insult (Pt. 5, Ch. 1, Art. 81).

Registering complaints

Legal regulations permit that a worker may register a complaint with the [Commission for the Settlement of Labor Disputes](#).

Complaints are filed electronically, have a 21 day processing time, are free of charge and may be filed in Arabic, English, or Urdu.

The case must be filed with the local office.

A complaint must be submitted within 12 months from filing.

The petitioner may file through a legal representative holding power of attorney that permits such representation.

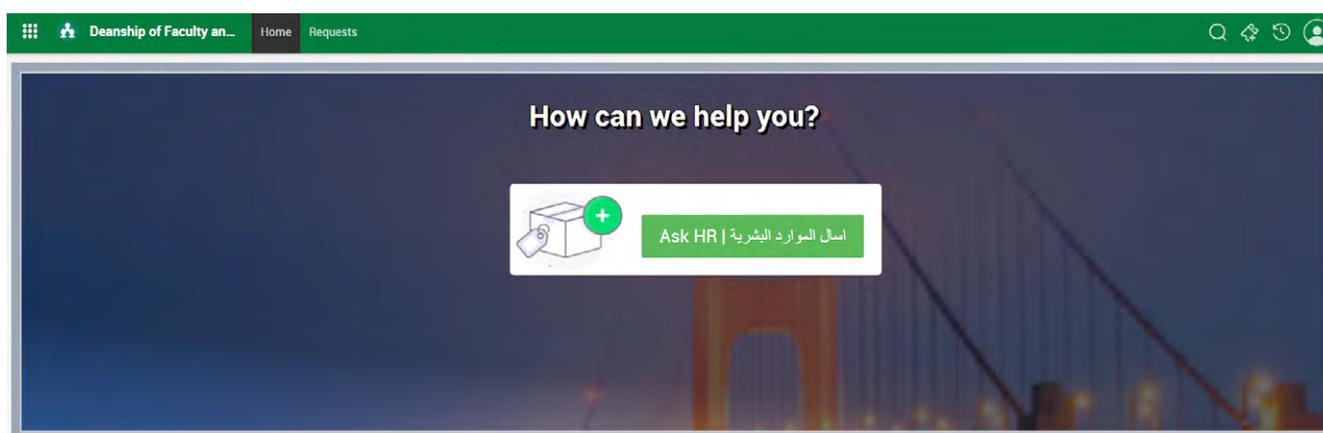
The following documents must be filed with a complaint:

1. Copy of the work contract,
2. Additional necessary documentation of the case,
3. Power of attorney (if necessary).

The University also provides workers with the resources to address workplace complaints and violations of the moral and ethical codes which the University upholds.

Employees may communicate with the office of the Dean of Faculty and Personnel Affairs via KFUPM's E-desk platform. Employees may utilize this service to seek information, learn about policies related, know policies related to any HR area, communicate HR-specific information, information, and other tasks. So far 220 requests have been received and almost all requests receive a response within 24 hours.

In addition to the internal resources, workers are encouraged to appeal to the Department of Human Resources and Social Development [through its complaints portal](#) and the [Human Rights Commission](#) which also addresses workers' grievances.



Confidentiality & whistleblower protection

KFUPM requires that the “confidentiality regarding those who make compliance reports and those potentially involved is maintained to the extent possible during a compliance investigation. The University does not tolerate retribution, retaliation, or action of any kind against any person for lawfully reporting a situation of potential noncompliance with the Code” [Code of Conduct IS FAIR \(p. 2\)](#).

KFUPM is committed to the principles of a work environment that allows all affiliates to thrive both personally and professionally. The university will, with proper consultation, continue to review and update this document with the intention of improving work conditions and workers' relations. These efforts are part of our overall endeavor to make KFUPM a center of regional and international academic excellence.

References

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Commission for the Settlement of Labor Disputes: <https://www.hrsd.gov.sa/en/ministry-services/services/269970>

Human Rights Commission of the Kingdom of Saudi Arabia: <https://www.hrc.gov.sa/website>

Human Rights Commission of the Kingdom of Saudi Arabia, Complaint portal: <https://e-services.hrc.gov.sa/en/service/details/3>

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