

Chapter 5

Provisions for Non-Saudi Contracted Faculty Members

The Higher Education Council, in accordance with the provisions of paragraph (7) of Item (15) of the Council of Higher Education and Universities, stipulates the eligibility of the Higher Education Council to issue regulations governing the affairs of employees of universities, including contractors and Saudi faculty members. The regulations include salaries, bonuses and their allowances. After being prepared by the Ministry of Higher Education, the Ministry of Finance and National Economy, and the General Office of the Civil Service and after reviewing the memorandum of the General Secretariat of the Higher Education Council on the subject, and after reviewing the draft regulation of employment of non-Saudis in the universities, the Council decided the followings:

First: Definitions

Item 1:

The expressions in this Regulation shall have the meanings set below:

- 1- Contractor: Any non-Saudis working in universities under a contract in accordance with these regulations.
2. The domicile: The State of which the contractor holds his nationality.
3. Year: Twelve Hijri months, unless otherwise stated.
4. Month: The month is thirty days unless otherwise stated.

5 - Personal contract: not to be seconded by his university or other party.

Item 2:

The provisions of the Regulations shall apply to the following categories:

1. Faculty members, lecturers, language teachers and teaching assistants.
- 2 - Those who are members of the teaching staff who are researchers, their assistants and technicians holding university degrees and above who are contracted for the positions of researcher, research assistant or technician at the sixth grade and above, and their work is directly related to teaching and the university council in exceptional cases to exceed this requirement.

Second: Employment

Item 4:

Employment requirements:

1. The existence of a vacant post approved in the budget or the provision of a financial allocation for the purpose of employment within the line of cut salaries.
2. Lack of qualified citizens to fill the position.
3. A description of the duties and responsibilities of the job, including the minimum qualifications required to fill.

Item 5:

The contractor shall be:

1. The university council may exceed the upper age limit within ten years for the professors and the participating professors and five years for the assistant professors, based on the recommendation of the department council and the faculty council and three years for the other categories upon the recommendation of their employer.
2. A healthy fit for service, according to a recent health certificate issued by a medical body recognized by the University.
3. Good conduct and ethics.
4. Holds the qualifications required for the position.
5. Not related to a contract with another entity in the Kingdom.
6. He can work full-time at the University.

Item 6:

The contract shall be concluded for a period of one year or less or more renewable such as its duration or for the period specified by the University.

Item 7:

The contract period starts from the day the contractor leaves his/her home for his/her work in the Kingdom in the shortest way provided that the period between leaving the home and applying for work shall not exceed three days and not earlier than the date specified by the university for the beginning of the contract, or from the day on which the contractor applies for the work. Work in accordance with the instructions of the University if he resides in the country where the job is located and the contract is signed.

Third: Salaries and Allowances

Item 8:

1. Upon approving the promotion of the faculty member, which was done from outside the university from a scientific degree to a higher degree, the university may issue the faculty member, upon renewal of his/her contract, the beginning of the salary of the promoted degree. If the faculty's salary before promotion was higher than the salary he will receive after promotion he will be issued the next higher salary in the new degree that exceeds his current salary.
2. A contractor who is not a member of the faculty, lecturers and instructors may be transferred upon renewal of his contract from one grade to a higher grade within the same class if he meets the required conditions.
3. The University Council may, upon the arrival of the contractor to the end of the bound degree assigned to him/her, grant him the degree allowance, after every two years upon the recommendation of whom is in charge.

Item 9:

1. The University Council may increase the salaries according to the salary scale by not more than 50% of the salary due to those contracted from Europe, America or any developed countries in their level determined by the University Council.
2. The University Council may make contracts with persons with rare specializations, scientific reputation, experience, high skill or excellent qualifications acquired in one of the famous university's faculty members and similar as well as doctors with an increase of not more than 100% of the salary owed. The Head of the University Council in agreement with the Head of the General Court of the

Civil Service may apply the provisions of this paragraph to other categories.

3. The University Council may make contracts with experienced and distinguished scientific reputation person to work as faculty members to exceed the scientific conditions specified by the rules of employment on the recommendation of the Scientific Council.

Item 10:

1. The contractor including faculty members, language teachers, lecturers and teaching assistants who have previously served in university teaching after obtaining the qualification or a scientific title shall be provided with annual allowances in accordance with the approved salary scales.
2. Experiences of faculty members, language teachers, lecturers, and teaching assistants in non-university teaching may be calculated if they are in the field of specialization and after obtaining the scientific qualification contracted on the basis of one year for each two years for employment purposes. Also, this can be considered for promotion purposes according to recommendation of the College Board concerned.
3. The experience shall be counted when hiring non-faculty members, lecturers, language teachers and teaching assistants after obtaining the latest qualification. the University.

The course in specialization that takes place after this qualification will be counted according to the extent of its duration. It is not allowed to combine the duration of the course and the duration of the service at the same time and experience or qualification should to be issued by a party that the University approves.

Item 11:

The experience of those who are contracted from the categories specified in Item (2) of this regulation shall be calculated with a maximum of five years upon the commencement of the contract.

Item 12:

A contractor who holds a higher qualification in relation to the nature of the work of the contracted employment may be granted annual bonuses by the number of years of study than the higher qualification for the contracted job so that the allowances shall not exceed two bonuses for the period of study between bachelor and master, three bonuses for the period of study between master and doctorate, and five bonuses for the period of study between the bachelor and doctorate according to the salary scales for the contracted job.

Item 13:

A contractor may be granted an annual allowance not exceeding 50% of the salary and not exceeding what is specified in the salary scales for each category. Those who have completed one year for this purpose whoever has spent ten and a half months of his previous contract for those in which their contract duration is linked to the academic year.

Item 14:

The contractor's salary should not be put on hold except by an order issued by the competent authority in law. The University rector may, without the need for any procedures, deduct any amounts from the contractor's salary that he/she owes. With the exception of the alimony debt, the amount reserved per month may not exceed more than one third of the salary. There is always priority to the debt of alimony, then the state dues.

Fourth: The Required Working Hours

Item 15:

1. The faculty, lecturers, instructors and language teachers perform forty hours a week in teaching, research, academic guidance and other administrative and academic work assigned to them by the competent authorities of the University.
2. The rest of the university's employees shall perform forty-eight (48) working hours per week in teaching, research, training and tasks assigned to them by the competent authorities in the university. The University may, in accordance with the requirements of the Labor Department, determine the beginning and end of the daily working hours or its division.
3. The contracting faculty member and the alike shall be treated with regard to the specified hours and the rules applicable in the remuneration for the extra teaching hours as the Saudi faculty members.

Fifth: Allowances and Compensation

Item 16:

1. The University Council may pay a scarcity allowance for rare specialties up to a maximum of 30% of the first linked job for the faculty members and the like. The University Council shall determine these disciplines and the scarcity allowance for each discipline, without combining the scarcity allowance with the provisions of paragraphs (1 and 2) of Item 9.
2. The University Council may grant medical doctors, dentists, faculty members, lecturers, assistants and research assistants working in hospitals a work allowance in hospitals for the additional hours required by the system when working these hours up to a maximum of 80% of the basic salary and may not be combined with the scarcity allowance and hospital work allowance.

3. Pharmacists and specialists in applied medical sciences, faculty members, lecturers, teaching assistants and research assistants working in hospitals, may be granted a hospital work allowance for the additional hours required by the system for a maximum of 50% of the basic salary.

Item 17:

The University shall provide the contractor and his family with plane tickets for only four persons, including the ticket of the contractor himself.

1. Once when he/she comes from their country to the Kingdom at the beginning of the contract unless he/she was a resident of the Kingdom at the time of the contract.
2. From the Kingdom to the contractor's country back and forth once every year during the period of the contract when the contractor is licensed on a regular leave, as well as when contracted internally and has passed two years of his/her contract unless he/she was a resident in the Kingdom at the time of contracting.
3. From the Kingdom to his home country at the end of the contract upon his final departure. The exception shall be for those who were resident in the Kingdom at the time of the contract and whose service period was less than two years, or who has been transferred to another party within the Kingdom in accordance with the instructions governing it.

Item 18:

The contractor family includes the following:

1. The spouse or who accompanies the women.
2. Whoever is responsible from the contractor:

- a. Boys under 18 years old.
- b. Unmarried girls.
- c. Parents.
- d. Under age brothers
- e. Unmarried sisters.

Subject to the approval of the competent authorities for recruitment, in accordance with the regulations in force.

Item 19:

1. If the female contractor and her mahram is a contractor with the university and the other is a contractor with another government agency, the tickets will be paid by the party that will pay the housing allowance.
2. The right of the companion to return ticket to his country shall be forfeited when the University waives his sponsorship to a non-governmental entity.

Item 20:

Travel shall be in the shortest air route and on Saudi Airlines if its services are available. The University shall provide the contractor with the travel tickets that are due to him/her. In exceptional cases, the University may authorize him to purchase the tickets and pay him back the value.

Item 21:

1. The above-mentioned tickets shall be on the horizon level if the contractor is a professor and on the discounted economy class to those below the professor rank.
2. The contractor may exchange the tickets due to him/her from the Kingdom to his home country with tickets to any other country without the University bearing any additional costs and within the limits of Saudi Arabian Airlines regulations.

Item 22:

If the contractor divides his regular leave in accordance with Item (33) of these regulations, the university shall provide him with tickets for the last period of the contract only. If the division of his regular leave was done by the university due to special needs, the university issues him two tickets.

Item 23:

The travel of the contractor inside or outside the Kingdom required for the performance of his job shall be by air, on economy class and on the Saudi Arabian Airlines whenever possible. The university may authorize the contractor to travel on land if that would not affect his arrival to his work on time. In that case the contractor will be compensated the amount of travelling by air, on economy class and on the Saudi Arabian Airlines. The University may authorize the contractor to travel at his own expense and shall then be entitled to compensation equivalent to the value of the ticket by road by public transport.

Item 24:

The University shall provide housing to the contractor or pay him an annual housing allowance as stated in the salary scales. This allowance may be paid in advance at the beginning of the contract period at the beginning of each year of renewal. A housing allowance shall not be paid to a contractor married to a Saudi resident in the Kingdom. In case of contracting with a woman and her mahram, one housing allowance shall be paid to the holder of the higher allowance. This provision shall apply if one of them is a contractor with a non-university governmental or non-governmental body.

Item 25:

1. Unless the University provides a furnished accommodation, the new contractor from the faculty members and the alike in his first contract with the university shall be paid a furnishing allowance of 50% of the housing allowance per year. This furniture allowance shall be issued once during his period of contract with the university. The furniture allowance is issued as well for anyone who has been out of work in a government agency in the Kingdom for at least two years and contracted with the University again unless he has been disbursed.
2. In the case of contracting with a woman and her Mahram they do not combine the furniture allowance for both of them, but only one furnishing allowance is issued for the owner of the higher allowance.
3. The Mahram contractor or the female contractor with a Mahram shall not be entitled to the furnishing allowance if the other is working at the University or another party within the Kingdom.
4. If the contractor has worked in any other party or has been a Mahram for those who have worked or vice versa in the Kingdom before his contract with the University, he is not entitled to a furnishing allowance unless he has left the Kingdom for a period of not less than two years.

5. If the contract is less than one year, the furnishing allowance shall be disbursed by the percentage of the contract period for the year. The remainder of the furniture allowance shall be paid upon renewal of the contract for a period not less than one year with the previous contract.

Item 26:

The University shall pay the contractor a monthly relocation allowance for his transportation at his residence as indicated in the salary scales for each category. The University may, instead of paying the relocation allowance, provide the contractor with the appropriate means of transport. This allowance shall not be entitled to those who reside in or adjacent to the work site.

Item 27:

1. If the contractor is sent for work outside where his/her main work is in Saudi Arabia, he gets a daily allowance for that as follows:
 - a. 600 riyals for those whose monthly salary is 7000 riyals and more.
 - b. 400 riyals for those whose monthly salary is between 4500 and 7000 riyals.
 - c. 300 riyals for those whose monthly salary is between 2700 and 4500 riyals.
 - d. 200 riyals for those whose monthly salary is less than 2700 riyals.

The allowance may be increased by 50% if the assignment is outside the Kingdom and an additional transfer allowance equivalent to 1/30 of the monthly transfer allowance shall be paid.

2. Upon the recommendation of the Department Council and the College Council, the University rector may approve the attendance of the faculty member in a scientific conference or symposium without incurring any expenses.

Item 28:

If the work of the faculty member is transferred from one city to another within the Kingdom in accordance with the work interest, he shall be paid a transfer allowance of four thousand riyals and if the transfer from within the Kingdom is outside or vice versa or from one area to another area outside the Kingdom, he shall be paid an allowance of five thousand riyals in addition to travel tickets according to Items (17) to (22) and is paid to non-faculty member allowance of three thousand riyals in both cases in addition to the tickets, and if one of contractors transferred is a mahram to another they deserve only one transfer allowance to the owner of the higher allowance does not spend this allowance for more than once per fiscal year.

Item 29:

If the contractor has completed two years in the service of the university, he shall be entitled to an end-of-service bonus of half a month's salary for each year. Up to a maximum of one hundred thousand riyals or what he actually earned according to the previous regulation, whichever is higher, it shall be paid at the end of service and shall be calculated on the basis of the last salary received by the contractor at the disbursement. All other contractors shall be paid an end-of-service indemnity of half a month's salary for each year with a maximum of fifty thousand riyals or what he actually earned according to the previous regulation, whichever is higher. A person who has served two years shall be deemed to have served two (22) months of service and to a person who has served five (5) months. The end of service gratuity may be increased to a maximum of 100%

upon the recommendation of the College Council or the competent authority and endorsed by the University Council and the approval of the Higher Education Council provided that the remuneration does not exceed the maximum limits mentioned in this Item in all cases.

Item 30:

Throughout the contract period, the contractor and his family members shall benefit from the general medical services available in the Kingdom.

Item 31:

The University may bear the actual expenses for the education of the children of the contracting faculty member and the like, except for the transfer fees to and from school from the primary stage until the completion of the secondary stage under the following conditions:

1. They cannot be admitted to public schools.
2. The age of any of them shall not be less than six years and not exceed eighteen years.
3. Their education shall be within the Kingdom so that education expenses shall not be paid to those whose education is outside the Kingdom.
4. The number of those who will be paid for shall not exceed four and the total expenses shall not exceed twenty five thousand riyals per academic year.

Sixth: Leaves

Item 32:

In addition to the weekend and holidays, the contractor shall be entitled to an annual leave with full salary paid at the beginning of the period of 60 days to the faculty member and the like and 45 days for others. Within one month from the date of commencement of contracts at the University, the University Council may amend the annual leave period in accordance with the requirements of the academic calendar. The duration of the leave may be shorter than prescribed by a written agreement between the parties. The University shall have the right to determine the beginning and end of the leave.

Item 33:

In case of necessity and upon the request of the contractor and the recommendation of his employer and the approval of the University, the annual leave of the contractor may be divided into a maximum of two periods, provided that the duration of each of them shall not be less than one third of the leave provided that the contractor shall enjoy one of the two periods during the same year for which the leave is due.

Item 34:

1. The University rector may, in accordance with the requirements of work or at the request of the contractor, postpone the contractor's regular leave or part of it, provided that the period of postponement shall not exceed six months from the contractor's new year.
2. The University rector may modify the contractor's weekly leave according to the work requirements.
3. The University rector may cancel all or part of the normal leave with compensation from the contractor provided that such cancellation

shall be with the consent of the contractor except in the case of extreme necessity. Compensation for the period of cancellation shall be equivalent to his salary in the year in which he is entitled to leave.

4. The University rector may cancel the holiday of Eid al-Fitr and Eid al-Adha or part of it in accordance with the work requirements provided that such cancellation shall be with the consent of the contractor except in case of necessity.

Item 35:

The University may grant the contractor a compulsory leave totaling not more than ten days per year with full salary, deducted from his annual leave and not entitled to travel tickets.

Item 36:

The contracting faculty members and the like may be granted exceptional leave without salary for a period exceeding a semester for conditions estimated by the university. The service shall be considered continuous and the contractor shall not be entitled for any of the advantages stipulated in the contract.

Item 37:

A contractor who suffers from a disease that prevents him from temporarily performing his/her work shall be entitled to one-month sick leave with full salary and may be extended for two months at half of the salary. The contractor shall not be entitled to sick leave if the injury or illness occurs while the contractor is abroad on vacation and the sick leave shall fall upon the end of the financial year in which it is entitled.

If the sickness arises from or because of work, the contractor shall have the right to double the due sick leave.

Item 38:

The female contractor shall be entitled to a full salary of 45 days maternity leave, the Muslim female contractor also has a right for a leave in the case of her husband death for the period specified by the Islamic religion and the non-Muslim female is issued a one month leave in the event of the death of the husband.

Item 39:

The contractor has the right to combine between more than one leave in the same year.

Seventh: Bewailing, Loaning and Transferring

Item 40:

The University Council may approve the secondment of the contractor from the University for a period not exceeding six months in accordance with the rules set by the University Council. The entity to which he will be assigned shall bear his financial dues and his service shall be considered continuous and shall not be entitled to an end-of-service gratuity.

Item 41:

The University may transfer the contractor to another position within the University or approve his/her transfer from outside the University on the following conditions:

1. That there are no Saudi competencies to fill the post to which he is transferred.
2. The contractor must meet the qualifications required for the job transferred.

3- The contractor shall approve the transfer as well as the transferee in case of transfer to the university on the other hand.

Item 42:

If the contractor is transferred to the university from another government agency, he shall be treated as follows:

1. The contract shall be deemed to be a continuing holiday and service period. The period of service shall be calculated as experience for faculty members and the like in accordance with Item (10) of these regulations.

2. As for the end of his previous service, he shall be treated in accordance with his contract with his previous party.

Eighth: Duties and Responsibilities

Item 43:

The contractor shall be subject to the duties and responsibilities stipulated in the University's regulations and what is not stipulated in these bylaws.

Item 44:

The contractor committing any functional errors during the service of the disciplinary shall be subject to provisions and regulations applied on Saudis at the University and the specifications of these regulations.

Item 45:

The contractor shall abide by the laws, regulations and instructions applied in the Kingdom. The contractor and his dependents shall respect the customs and traditions prevailing in the Kingdom and shall not prejudice religion or interfere in politics.

Item 46:

The University may terminate the contract without any liability arising therefrom if the contractor does not start his work within fifteen days of the date specified by the university at the time of contracting.

Item 47:

The contract is automatically renewed unless one of the parties notifies the other party in writing of its intention to terminate the contract at least two months before its expiry.

Item 48:

The contract expires before the end of the contract in the following cases:

- 1- If the contractor obtained the Saudi nationality.
2. Acceptance of resignation.
3. Insist on resignation despite the university not accepting it.
- 4 - Absence of work without a legitimate excuse accepted by the University for more than fifteen consecutive days or thirty days apart when the University deems the termination of the contract for this reason and the contractor in this case is in the judgment of insisting on the dissolution of the contract.
5. Termination of the position.
6. Permanent inability to work.
7. Inefficiency.
8. Low level of job performance.
9. Disciplinary dismissal by a decision of the University.
10. Public Interest Requirements.

11. Sentencing the contractor to a legitimate limit or in a crime against honor and honesty.

12. Death.

13.If the duration of sickness exceeds the period of sick leave provided for in Item (37), in which case the contractor shall be entitled to return tickets and the allowances paid to him shall not be recovered.

Item 49:

1. If the service of the contractor ends in accordance with Items (3, 4, 9 and 11) of Item (48), the following shall be arranged:
 - a. His right to return tickets for him and his family has been lost, and the end-of-service and leave compensation or compensation shall be compensated.
 - b. A portion of the housing allowance for the remainder of the contract shall be recovered from it if it is six months or more, as well as the furnishing allowance if the termination of service is at least six months before the end of the first year.
 - c. The contractor shall pay the University two months' salary if his services are terminated in accordance with Item (3 and 4) of Item (48).
2. The provisions of Item (b) of Item (1) of this Article shall apply to those whose service is terminated in accordance with Item (2) of Item (48).
3. In the event of termination of the contractor's service in accordance with Item (1) of Item (48), his right to return tickets shall be forfeited to him and his family.

Item 50:

In exceptional cases, the University Council may exempt the contractor from some or all of the expenses resulting from the dissolution of the contract or the termination of his service in accordance with the provisions of Item 48.

Item 51:

1. A contractor whose service is terminated due to the abolition of the job or the public interest shall be given a compensation equivalent to two months' salary.
2. A contractor shall be treated in the event of death or injury incapacitated or disability that prevents him from performing the work definitively, or a partial disability or permanent disability that does not prevent him from performing his work, in accordance with the provisions stipulated in the Civil Service Law and its implementing regulations, provided that the disability or death arises from work.

Item 52:

If the contractor dies, the University shall bear all the expenses necessary to transport his body and the transfer of his family members to his home country. In the event of the death of a member of the contractor's contracted family, the University shall bear the expenses of transporting his body accompanying a return ticket.

Item 53:

1. Subject to the provisions of Item 5, the University may contract with a person who has previously contracted with one of the other entities in the Kingdom, with its consent, if the reason for leaving the work is the expiry of his contract, resignation or cancellation of the job, provided that his adequacy report for the last year of work is rated (very good).) at least.

2. It is not permissible to contract with a person who has previously contracted with one of the other entities in the Kingdom in the following cases:

(A) A person who his service has been terminated due to interruption of work, except after at least two years from the date of termination of his service.

(B) Who has already terminated his service due to incompetence.

(C) Anyone who has already terminated his service for the purposes of public interest only after the approval of the party that decided to dismiss him.

(D) Any person whose service has been terminated by disciplinary dismissal by a decision of the Trial Chamber or for a criminal conviction, or in accordance with Item (11) of Item (48).

Ninth: General Provisions

Item 54:

This Bylaw and its annexes shall be considered an integral part of the terms of the employment contract referred to in Item 3 of this Bylaw.

Item 55:

1. The provisions of these Regulations shall apply from the date of their issuance.

2. Subject to the acquired rights of contractors under the preceding regulations, this regulation shall supersede all contradictory provisions thereof.

Item 56:

Any dispute arising between the two parties due to the implementation of the contract concluded in accordance with these regulations, and it seems not possible to resolve it amicably has to be considered by the competent judiciary in the Kingdom, and its decision is final and binding on both parties.

Item 57:

The University Council and its University rector may delegate some of their respective powers stipulated in these Regulations.

Item 58:

Whatever is not mentioned in the special regulations in this bylaw shall apply to the system of the Higher Education Council and universities and its executive regulations, regulations, orders and decisions in force in the Kingdom.

Item 60:

The Higher Education Council shall have the right to interpret these regulations in the bylaw.

Employment Contract for Non-Saudis

It is on the day of the month of a year

Corresponding to the following date // :

A. University and is represented by its first party director

B. Mr. (..... .. Nationality) S e c o n d party

The Second Party shall hold a position (.....) according to the following:

1 - The First Party shall pay the Second Party a monthly salary of SR (.....)

2 - Shall be paid at the end of each month in addition to the monthly allowances and annual allowances prescribed.

3 - The First Party shall provide the Second Party with housing or an annual housing allowance

(.....) SR In addition to a furnishing allowance of (.....) SR payable once at the beginning of the contract.

4 - The duration of this contract is one month year ending at the end of / e corresponding to // m

5- It shall be renewed automatically unless one of the parties notifies the other party in writing of its intention not to renew at least two months before the expiry date of the contract.

6- The employment regulations for non-Saudis at the University and the amendments thereto shall be considered an integral part of this contract.

7 - This contract was drawn up in five copies, of which the first party shall retain four of them.

8 - The regulations and the contract may be translated into foreign languages.

Type of contract HOME

Place of Contract: (The city where the contractor resides in his country)

Contractor Address

First Party

The name:
.....

Signature:
..

Second Party

The name:

Signature:

