



Human Resources and  
Social Development

# Regulation for Domestic Workers and Those in Similar Positions



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# Regulation for Domestic Workers and Those in Similar Positions

## General Provisions

### Article 1:

The following terms and expressions, whenever used in this Regulation, shall carry the meanings assigned to them unless the context clearly indicates otherwise:

**Regulation:** The Regulation for Domestic Workers and Those in Similar Positions.

**Minister:** The Minister of Human Resources and Social Development.

**Ministry:** The Ministry of Human Resources and Social Development.

**Domestic Employer:** Any natural person who has recruited a domestic worker or an individual in a similar position through a licensed recruitment office, or who has contracted with them—directly or indirectly—to perform domestic work.

**Family:** The domestic employer and individuals residing with him/her in his/her household, whether related by kinship, affinity, or under his/her care for legal or moral reasons.

**Domestic Work:** Any profession involving personal service, either directly or indirectly, performed by a domestic worker or those in similar positions for the domestic employer or any member of his/her family in exchange for wages. A list of domestic occupations and similar positions shall be issued by the Minister or his delegate in accordance with labor market needs.

**Domestic Worker and Those in Similar Positions:** Any natural person, male or female, who performs domestic work or similar tasks, directly or indirectly, for the domestic employer or any member of his/her family, under the supervision and direction of the domestic employer or his /her representative. The term "domestic worker," as used in this Regulation, refers to both domestic workers and those in similar positions.

**Wage:** The total compensation provided to the domestic worker in exchange for his/her work, paid monthly, as agreed upon in the domestic employment contract.

**Forced Labor:** Any work or service that is coerced upon the domestic worker through threat of punishment and which the domestic worker has not voluntarily agreed to perform.

**Parties to the Relationship:** The domestic employer and the domestic worker or those in similar positions.

**Domestic Employment Contract:** A contract establishing the personal employment relationship, under which the domestic worker or those in similar positions commit to working for the domestic employer and their family, either directly or indirectly, in exchange for a specified wage and for a defined period.

**Workplace:** The location designated for the permanent or temporary residence of the domestic employer.

**Insurance Policy:** The insurance-related instructions for domestic workers issued by the Council of Ministers' Resolution No. 591 dated 13/10/1442 AH.

**Month:** Thirty (30) days.

**Year:** Twelve (12) Gregorian months.

### Article 2:

All periods and dates stipulated in this Regulation shall be calculated according to the Gregorian calendar, unless otherwise specified in the domestic employment contract.

### Article 3:

Any condition, settlement, or waiver that contradicts the provisions of this Regulation during the validity of the domestic employment contract shall be deemed null and void, unless it is more favorable to the domestic worker.

#### **Article 4:**

The amounts owed to the domestic worker or his/her heirs under this Regulation shall be regarded as preferential debts of the highest priority. The domestic worker and his/her heirs shall have precedence over all the assets of the domestic employer in order to recover these amounts.

#### **Article 5:**

No claim related to any rights stipulated in this Regulation or arising from the domestic employment contract shall be admissible before the competent court after a period of twelve months from the date of termination of the domestic employment contract, unless the plaintiff provides an acceptable justification or the defendant acknowledges the right in question.

#### **Article 6:**

The employment of individuals under the age of twenty-one is strictly prohibited.

### **Domestic Employment Contract**

#### **Article 7:**

1. The terms of the relationship between the parties shall be governed by a domestic employment contract, in accordance with the mandatory contract templates established by the Ministry.
2. The Arabic version of the contract shall be the authoritative text, and it must be translated into the official language understood by the domestic worker in his/her home country.
3. The domestic employment contract shall be considered valid even if it is not in written form. In such cases, the domestic worker may prove the existence of the contract and his/her rights arising from it by any available means of proof. Both parties to the relationship have the right to request a written domestic employment contract at any time. The rights of the domestic worker shall not be forfeited even if the contract is not formalized in accordance with the provisions of this Regulation.
4. The domestic employment contract must shall be definite. If the contract does not include a defined term, it shall be deemed concluded and renewable for a period of one year from the date the work commenced.

#### **Article 8:**

The domestic employment contract shall include, in addition to any other conditions mutually agreed upon by the parties to the relationship—provided they do not conflict with the provisions of this Regulation—the following essential elements:

- A. The type of work that the domestic worker is obligated to perform.
- B. The names of the parties to the relationship, their nationalities, places of residence, email addresses, contact numbers, details of a close relative, and the national address of the domestic employer.
- C. The date the contract is concluded and the date it comes into effect.
- D. The wage that the domestic employer agrees to pay the domestic worker and the method of payment.
- E. The rights and obligations of both parties to the relationship.
- F. The probation period.
- G. The regulation of daily working hours, weekly rest, overtime hours, and circumstances under which the domestic worker may be assigned tasks outside those agreed upon in the contract, without deviating from the works and professions stipulated in this Regulation.
- H. The duration of the contract, along with the terms for extension and termination.
- I. Insurance on the domestic employment contract, in accordance with the applicable instructions.

## **Probation Period**

### **Article 9:**

1. The parties to the relationship may agree in writing to place the domestic worker under a probation period not exceeding ninety days, during which the domestic employer may assess the domestic worker's professional competence and personal conduct.
2. Both parties to the relationship have the right to unilaterally terminate the domestic employment contract during the probation period.
3. The domestic worker may not be subjected to probation more than once with the same domestic employer, unless both parties agree that the domestic worker will be assigned to a different role than his/her original one.

## **Work Regulation (Working Hours - Weekly Rest)**

### **Article 10:**

1. The domestic worker may not be employed for more than ten effective working hours in a single day.
2. Working hours and rest periods during the day shall be organized such that the domestic worker does not work for more than five consecutive hours without a break for rest, worship, and meals. Each break shall be no less than half an hour and shall not be included in the calculation of working hours. Additionally, the continuous daily rest period shall not be less than eight hours.

### **Article 11:**

1. The domestic worker shall be entitled to one day of weekly rest with full pay, which shall not be less than twenty-four consecutive hours.
2. The weekly rest day shall be determined by mutual agreement between the parties to the relationship and stipulated in the domestic employment contract, in accordance with the mandatory contract templates established by the Ministry.
3. If the domestic worker is required to work on their weekly rest day, they shall be entitled to either a substitute rest day or financial compensation, as agreed upon by the parties to the relationship.

## **Leaves and Healthcare**

### **Article 12:**

1. If the domestic worker has completed two years of service and both parties wish to renew the domestic employment contract, the domestic worker shall be entitled to a leave of thirty days. If the domestic worker does not take his/her leave, he/she shall be entitled to financial compensation for it upon the termination of the contractual relationship.
2. Upon completing two years of work, the domestic worker shall also be entitled to a round-trip travel ticket to his/her home country or place of residence to spend his/her full leave or any remaining part of it. However, if the travel is final, he/she shall be entitled to a one-way ticket to his/her home country or place of residence. If the domestic worker chooses to spend his/her leave within the Kingdom, he/she shall not be entitled to a travel ticket or financial compensation for it.

### **Article 13:**

1. The domestic worker shall be entitled to sick leave for up to thirty consecutive or intermittent days, subject to a medical report, calculated as follows:
  - a. The first fifteen days with full pay.
  - b. The following fifteen days with half pay.
2. The domestic employer has the right to terminate the domestic employment contract if the domestic

worker's illness exceeds thirty days, provided that the employer bears the cost of the domestic worker's return ticket to his/her home country and settles all statutory dues.

3. The domestic employer may not terminate the domestic worker's employment due to illness before the worker has exhausted the full period specified for sick leave, unless the domestic worker requests termination in writing.

#### **Article 14:**

Healthcare shall be provided to the domestic worker in accordance with the laws and instructions in force within the Kingdom.

### **Rights of the Domestic Worker (Obligations of the Employer)**

#### **Article 15:**

The domestic employer is obligated to ensure the rights of the domestic worker and fulfill the following obligations:

1. To cover the costs of recruiting the domestic worker, fees for changing professions, fees for transferring the domestic worker's services to the employer, residence permit fees, work permit fees and their renewal, as well as any fines resulting from delays caused by the domestic employer. The employer shall also bear any fees or costs required for the domestic worker to legally practice his/her profession.
2. Not to withhold the domestic worker's passport or any of his/her personal documents, papers, or belongings.
3. Not to commit any form of physical or verbal assault or engage in any act of violence towards the domestic worker.
4. To refrain from engaging in any acts that involve slavery or discrimination based on color, gender, age, national origin, or any other form of discrimination, as applicable in the Kingdom and in accordance with ratified agreements.
5. To refrain from any form of sexual harassment of the domestic worker, whether verbal or physical.
6. To refrain from imposing any forced labor or engaging in any activities that fall within the scope of human trafficking, in accordance with the laws applicable in the Kingdom and ratified international agreements.
7. To ensure that the domestic worker is able to communicate with his/her family, his/her country's embassy, human resource companies, and the relevant authorities.
8. To provide suitable accommodation for the domestic worker, whether inside or outside the workplace, and to supply appropriate food or financial compensation in lieu of it. The Minister or his delegate shall issue a decision specifying the regulations for accommodation and the financial compensation for food.
9. Not to assign the domestic worker any tasks that are dangerous or threaten his/her health, physical safety, or human dignity.
10. Not to recruit the domestic worker without having [legitimate] work for him/her.
11. Not to allow or assign the domestic worker to work for others, work for his/her own account, or to work in a profession other than the one for which he/she was recruited and as specified in the domestic employment contract and residence permit. The employer is also prohibited from renting out the services of the domestic worker to others.

### **Duties of the Domestic Worker**

#### **Article 16:**

The domestic worker is obligated to:

1. Perform the agreed-upon work with diligence and care.
2. Follow the instructions of the domestic employer and his/her family members, provided such instructions do not violate the domestic employment contract, the provisions of this Regulation, public order, or public morals, and do not expose the worker to danger or legal liability.
3. Safeguard the property of the domestic employer and his/her family members.
4. Refrain from committing any form of physical or verbal assault or engaging in any act of violence towards the domestic employer or his/her family members.
5. Maintain the confidentiality of any private matters related to the domestic employer or his/her family members that are learned during or as a result of employment, and not disclose such matters to others.
6. Refrain from working for personal benefit or for others, and not engage in any profession other than the one specified in the domestic employment contract and residence permit.
7. Respect the dignity of the domestic employer and his/her family members and not interfere in their personal affairs.
8. Respect the Islamic religion and comply with the laws in force in the Kingdom, as well as the customs and traditions of Saudi society.

## **Wages**

### **Article 17:**

The domestic worker's wage and any amounts due shall be paid in the official currency of the Kingdom of Saudi Arabia.

### **Article 18:**

The domestic employer is obligated to pay the domestic worker's wage on a monthly basis, following the payment methods prescribed by the Ministry.

### **Article 19:**

1. The domestic worker is not entitled to wages for any days or hours of absence from work.
2. However, if the domestic worker is present and ready to perform his/her work at the designated time, or can demonstrate his/her readiness to work, and is prevented from doing so due to a reason attributable to the domestic employer, the domestic worker shall be entitled to receive his/her wages for the period during which no work was performed.

### **Article 20:**

Deductions from the domestic worker's wage are not permitted, except in the following cases, and must not exceed one-quarter of the wage:

1. Costs for any damage the domestic worker deliberately or negligently causes.
2. An advance provided by the domestic employer.
3. Execution of a judicial ruling or administrative decision issued against the domestic worker, unless the ruling or decision specifically permits a deduction exceeding one-quarter of the wage.

## **Termination of the Contract**

### **Article 21:**

The domestic employment contract shall terminate in the following cases:

1. Expiration of the contract period.

2. Mutual agreement between the parties to terminate the contract, provided the domestic worker's consent is in writing.
3. Death of one of the parties to the relationship or the domestic worker's inability to perform work, as confirmed by an approved medical certificate.
4. Loss of legal capacity by one of the parties to the relationship, as established by a medical report from accredited authorities.
5. The inability of one or both parties to fulfill the domestic employment contract due to force majeure.
6. The domestic worker reaching the age of sixty years, unless both parties agree otherwise.

## **End of Service Award**

### **Article 22:**

Upon expiration of the domestic employment contract, the domestic worker shall be entitled to an end-of-service award equivalent to one month's wage for every four consecutive years of service with the domestic employer. The award shall be calculated based on the last wage received by the domestic worker, and it shall be paid in full upon the expiration of the contractual relationship.

### **Article 23:**

If the domestic worker's service ends, the domestic employer is obligated to pay the domestic worker's wage and settle all his/her entitlements within a maximum of one week from the date of expiration of the domestic employment contract. However, if the domestic worker terminates the contract, the domestic employer shall settle all dues within a period not exceeding two weeks. The domestic employer may deduct any debts owed by the domestic worker due to the nature of the work from the amounts due to the worker.

## **Compensation**

### **Article 24:**

The domestic worker shall bear the costs of their return to their home country if it is determined that he/she is unfit for work or if he/she wishes to return without a legitimate reason.

### **Article 25:**

Unless the domestic employment contract specifies a particular compensation for its termination by one of the parties for an illegitimate reason, the other party shall be entitled to compensation equivalent to two months' wages.

### **Article 26:**

The domestic employer may not terminate the domestic employment contract without granting the domestic worker the end-of-service award or compensation, except in the following cases:

1. If the domestic worker breaches his/her fundamental obligations as outlined in the domestic employment contract or established under the provisions of this Regulation, or if he/she refuses to perform work without a legitimate reason despite receiving a written warning.
2. If the domestic worker intentionally commits any act or omission designed to cause material loss to the domestic employer, provided the domestic employer reports the incident to the competent authorities within twenty-four hours of becoming aware of it.
3. If the domestic worker is absent from work, provided that the domestic employer adheres to the relevant controls and procedures determined by the Ministry.
4. If it is proven that the domestic worker obtained the job through fraud or deception.
5. If it is proven that the domestic worker has engaged in misconduct or committed an act that violates



honor or trust.

6. If the domestic worker commits an assault on the domestic employer or any member of the employer's family or engages in any action that harms the domestic employer or their family members.

#### **Article 27:**

The domestic worker has the right to terminate the domestic employment contract with the domestic employer while retaining his/her statutory rights in any of the following cases:

1. If the domestic employer breaches his/her fundamental obligations as outlined in the domestic employment contract or established under the provisions of this Regulation.
2. If it is proven that the domestic employer or his/her representative deceived the domestic worker at the time of contracting regarding the terms and conditions of the work.
3. If the domestic worker is subjected to violence or conduct that violates morals by the domestic employer or a member of his/her family.
4. If the domestic employer or his/her representative assigns the domestic worker dangerous tasks that threaten his/her health or physical safety.
5. If the domestic employer rents out the domestic worker's services to others.

### **Occupational Safety and Health**

#### **Article 28:**

1. Both parties to the relationship must comply with occupational safety and health requirements in accordance with the provisions determined by the Ministry.
2. Compensation for work injuries and occupational diseases shall be paid in accordance with the provisions stipulated in the insurance policy.

### **Penalties**

#### **Article 29:**

1. Without prejudice to the penalties stipulated in other laws, a domestic employer who violates the provisions of this Regulation shall be subject to the following penalties:
  - a. A financial fine not exceeding SAR (20,000) twenty thousand Saudi Riyals, or a prohibition from recruitment for a period not exceeding three years, or both.
  - b. Permanent prohibition from recruitment for repeat violations.
2. The penalty imposed may be doubled in cases of repeated violations.
3. Fines shall be multiplied by the number of persons affected by the violation.

#### **Article 30:**

Without prejudice to the penalties stipulated in other laws, a domestic worker who violates the provisions of this Regulation shall be subject to the following penalties:

1. A financial fine not exceeding SAR (2,000) two thousand Saudi Riyals, or a prohibition from working in the Kingdom, or both.
2. Fines shall be multiplied by the number of violations proven against the domestic worker.
3. The violating domestic worker shall bear the cost of his/her return to his/her home country.

#### **Article 31:**

In implementation of the provisions of Articles 29 and 30, a schedule of violations and corresponding penalties shall be issued by a decision of the Minister or his delegate.

**Article 32:**

Without prejudice to the provisions stipulated in other laws, the Ministry shall have jurisdiction to receive complaints, settle them amicably, and detect violations committed by either the domestic employer or the domestic worker.

**Final Provisions****Article 33:**

The fines imposed in accordance with the schedule of violations and penalties shall be deposited in a designated bank account to contribute towards the housing of female domestic workers and their repatriation.

