

EMPLOYMENT CONTRACT

Contract number: 71729

This contract was concluded electronically under the supervision of the Ministry of Human Resources and Social Development, Kingdom of Saudi Arabia on **03-09-1442** AH corresponding to **15-04-2021** AD between each of the following

:THE FIRST SIDE

Company/Institution: A branch of Nabatat Contracting Company, a closed joint stock company

Unified national number: 7008105293

Establishment number: 4-1968415

Commercial Registry: 2050138063

Address: 31555 Dammam, Prince Muhammad bin Fahd

- **:Workplace**

Email: Ali@Nabatat.com.sa

It is represented by: Ali Al-Khalidi in his capacity as **Director of Human Resources**, Hereinafter referred to as (the first party)

:SECOND PARTY

Name: SHAFIQL ISLAM HAZRAT ALI

Profession: Heavy truck driver

Job number: 5978

Nationality: Bangladeshi

Date of birth: 01-10-1982

ID number: 2231024064

ID type: residence

Expiration date: 11-16-2024

Gender: Male

Religion: Muslim

Marital status: Married

- **:Qualification**

- **:Specialization**

- **:IBAN number**

Bank name: Unidentified bank

Email: Ali@Nabatat.com.sa

Mobile number: 966 569664448

, Hereinafter referred to as (the second party)

The two parties agreed that the second party would work for the first party under its management and supervision as a **heavy vehicle driver** and carry out the work assigned to it in a manner commensurate with its practical, scientific and technical capabilities in accordance with the needs of the work and in a way that does not conflict with the controls stipulated in Articles (fifty-eighth, fifty-ninth, and sixty-eighth).) of the work system

The duration of this contract is **2 years**, starting on **April 15, 2021**, and ending on **April 15, 2023**. Note that the date the second party begins work is **04-15-2021**

It will be renewed for a similar period or periods unless one of the two parties notifies the other in writing of its unwillingness to renew it **30 days** before the contract expiration date

The second party is subject to a trial period of **90 days** starting from the date he begins work, excluding Eid al-Fitr and Eid al-Adha holidays and sick leave. **Both parties have** the right to terminate the contract during this period, unless the contract stipulates that one of them has the right to terminate

Working days and hours

Regular working days are set at **6** days per week and working hours are set at **8** per day. The first party is committed to paying the second party an additional wage for overtime hours equal to the hourly wage plus 50% of his basic wage

First party's obligations

The first party pays the second party a basic wage of **1,900.00** Saudi riyals due at the end of each **month**

:The first party also commits to the second party as follows

1. Providing suitable housing throughout the contract period
2. Providing suitable means of transportation from their residence to the workplace
3. To pay a wage of **300.00** Saudi riyals, in addition to **other allowances** due at the end of each **month**

The Second Party is entitled to a 21- day paid annual leave for each year, and the First Party determines its date during the year of entitlement according to work conditions, provided that the vacation pay is paid in advance when it is due. The First Party has the right to postpone the leave after the end of the year of entitlement for a period not exceeding 90 days, as may be done with the approval of the party. The second is in writing, postponing it until the end of the year following the year of entitlement, according to the requirements of work conditions

The first party is committed to providing medical care to the second party with health insurance in accordance with the provisions of the cooperative health insurance system

The first party is committed to paying the contributions of the General Organization for Social Insurance according to its regulations

The first party shall bear the fees for recruiting the second party/transferring its services to it, residence fees, work permit and renewal fees, and the resulting fines for delaying that, fees for changing profession, exit and return, and the second party's return ticket to its homeland by the means by which it arrived after the end of the relationship between the two parties

The first party is obligated to bear the expenses of preparing the body of the second party and transporting it to the entity where the contract was concluded or the employee was brought from it unless he is buried with the approval of his relatives inside the Kingdom or the General Organization for Social Insurance is obligated to do so

Obligations of the second party

To complete the work assigned to him in accordance with the principles of the profession and in accordance with the instructions of the first party, if these instructions do not violate the contract, the system, or public morals, and their implementation does not expose him to danger

To take adequate care of the tools and tasks assigned to him and the raw materials owned by the first party that are at his disposal or that are in his custody, and to return the unconsumed materials to the first party

To provide all assistance and assistance without requiring additional pay in cases of dangers that threaten the safety of the workplace or the people employed therein

To submit, in accordance with the request of the first party, to the medical examinations that he wishes to conduct on him before joining work or during it to verify that he is free of occupational or communicable diseases

The second party is committed to good behavior and ethics during work and at all times, adheres to the regulations, customs, and etiquette in force in the Kingdom of Saudi Arabia, as well as to the rules, regulations, and instructions in force with the first party, and bears all financial fines resulting from its violation of those regulations

Approval for the first party to deduct the percentage prescribed for it from the monthly wage for participation in the General Organization for Social Insurance

Expiration or termination of the contract

This contract ends at the end of its term in the fixed-term contract or with the agreement of both parties to terminate it, provided that the second party agrees in writing

The first party has the right to terminate the contract without compensation, notice to the second party, or compensation, provided that the second party is given the opportunity to express the reasons for its opposition to the termination, in accordance with the cases mentioned in Article (80) of the Labor Law .

The second party has the right to leave work and terminate the contract without notifying the first party, while retaining its right to receive all of its entitlements in accordance with the cases stated in Article (Eighty-One) of the Labor Law .

Indemnity

يستحق الطرف الثاني عند إنهاء العلاقة التعاقدية من قبل الطرف الأول أو باتفاق الطرفين أو بانتهاء مدة العقد أو نتيجة لقوة قاهرة مكافأة قدرها أجر خمسة عشر يوماً عن كل سنة من السنوات الخمس الأولى وأجر شهر عن كل سنة من التالية ويستحق الموظف مكافأة عن أجزاء السنة بنسبة ما قصاه منها في العمل وتحسب المكافأة على أساس الأجر الأخير

النظام الواجب التطبيق والاختصاص القضائي

يخضع هذا العقد لنظام العمل ولائحته التنفيذية والقرارات الصادرة تنفيذاً له في كل مالم يرد به نص في هذا العقد ويحل هذا العقد محل كافة الاتفاقيات والعقود السابقة الشفهية منها أو الكتابية إن وجدت

في حالة نشوء خلاف بين الطرفين حول هذا العقد فإن الاختصاص القضائي ينعقد للجهة المختصة بنظر القضايا العمالية في المملكة العربية السعودية

تتم الإخطارات والإشعارات بين الطرفين كتابة عن طريق قنوات التواصل الإلكترونية في منصة قوى لكل من الطرفين ويلتزم كل طرف في حال تغييره للعنوان الخاص به أو تغيير البريد الإلكتروني بتعديله من خلال منصة قوى وإلا اعتبر عنوان العنوان أو البريد الإلكتروني المسجل لدى منصة قوى هما المعمول بهما نظاماً.

تم تصدير هذا العقد إلكترونياً ويتاح الوصول له لكل من الطرفين عن طريق منصة قوى.

والله الموفق ،،، يعتبر هذا العقد معتمد من قبل وزارة الموارد البشرية والتنمية الاجتماعية

تم الانشاء بواسطة: علي الخالدي بتاريخ 17:17 2021-04-15