

EMPLOYMENT CONTRACT

Contract number: 7678896

This contract was concluded electronically under the supervision of the Ministry of Human Resources and Social Development, Kingdom of Saudi Arabia on **02-11-1444** AH corresponding to **09-07-2022** AD between each of the following

:THE FIRST SIDE

Company/Institution: Branch of Nabatat Contracting Company**- :Unified national number****Establishment number:** 6-1624055**Commercial Registry:** 2055026249**Address:** 31555 Jubail, King Faisal Al Gharbi**Work location:** Dammam**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: MD MAHFUJUR RAHMAN**Profession:** Landscaping worker**Job number:** 1234**Nationality:** Bangladeshi**Date of birth:** 08-10-1994**ID number:** 2504711173**ID type:** residence**Expiration date:** 07-29-2024**Gender:** Male**Religion:** Muslim**Marital status:** Married**Educational qualification:** secondary education**Specialization:** General Secondary School**IBAN number:** SA0000000000000000000000**Bank name:** Unidentified bank**Email:** admin@nabatat.com**Mobile number:** 966 0509168187

, Hereinafter referred to as (the second party)

The two parties agreed that the second party would work for the first party under his management and supervision as a **worker** and carry out the work assigned to him in a manner commensurate with his 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-eight, fifty-ninth, and sixty) of the Code. Work system

The duration of this contract is **2 years**, starting on **10-01-2022**, and ending on **09-30-2024**. Note that the date the second party begins work is **10/01/2022**.

It will be renewed for a similar period or periods unless one of the other parties notifies the other in writing of its unwillingness to renew it before (**60**) days from the expiry date of the contract

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 **2,000.00** 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, and **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 obligated not to compete with the first party for a period of **2** years in any place in **Saudi Arabia** with regard to **contracting work, after the end of the contract**

The second party is obligated not to disclose the secrets of the first party after the end of the employment contract within a period of **10** years, anywhere in **Saudi Arabia**, with regard to **contracting work**

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 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

حق للطرف الثاني ترك العمل وإنهاء العقد دون إشعار الطرف الأول مع احتفاظه بحقه في الحصول على كافة مستحقاته طبقاً للحالات الواردة في المادة (الثمانون) من نظام العمل

اتفق الطرفان على أنه في حال فسخ العقد دون سبب مشروع على ما يلي:

- إذا كان فسخ العقد من قبل الطرف الأول فليتزم بأن يدفع للطرف الثاني تعويضاً عن هذا الفسخ قدره **4,000.00** ريال سعودي
- إذا كان فسخ العقد من قبل الطرف الثاني فليتزم بأن يدفع للطرف الأول تعويضاً عن هذا الفسخ قدره **12,000.00** ريال سعودي

مكافأة نهاية الخدمة

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 15:05 2022-09-07