



جامعة المستقبل  
Mustaqbal University  
أول جامعة أهلية بمنطقة القصيم

# Employee Guide

Prepared by

The Quality and Accreditation Department

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## 1. Introduction

Praise be to Allah, we praise Him, seek His forgiveness, seek His help and guidance, and send prayers and peace upon our Prophet Muhammad, his family, and companions. Thereafter...

Mustaqbal University is committed to the governance and quality of its work system, ensuring that all its affiliates—students, employees, administrators, faculty, and leadership—cooperate in an encouraging environment characterized by everyone's satisfaction. This positively reflects on the university's outputs and leads to its development and the improvement of its reputation in society.

The Basic Law of Governance issued by Royal Order No. (A: 90) dated 27/8/1412 AH stipulates that the state facilitates fields of work for every capable person and enacts regulations that protect the worker and the employer. Mustaqbal University is committed in its laws and regulations concerning employees and administrators to the Saudi Labor Law pertaining to the private sector in the Kingdom. The law outlines the provisions of service in the private sector, including salaries, bonuses, compensations, benefits, and retirement pensions. It also addresses the responsibilities and obligations of employees and administrators ("Employee Duties"), which are part of the ethics that employees must adhere to. The Saudi Labor Law for the private sector specifies the methods, means, and rules for employee and administrator complaints and grievances.

The Ministry of Human Resources and Social Development always seeks to elevate the level of services in the Kingdom in cooperation with other relevant authorities. It endeavors to enhance the efficiency and productivity of workers across various state agencies and help them understand what concerns them in their functional affairs. The manuals, publications, bulletins, and media series issued by the Ministry from time to time are in response to its duties and responsibilities in raising performance levels and developing the relationship between workers and employers, and between them and beneficiaries.

Mustaqbal University has established executive regulations in light of the Labor Law issued by Royal Decree No. (M/51) dated 23/8/1426 AH, amended by Royal Decree No. (M/24) dated 12/1434 AH, and Royal Decree No. (M/46) dated 5/6/1436 AH, which stipulates that every employer must prepare regulations to organize work in their establishment.

Mustaqbal University has issued this "Employee Manual" as a guide, fulfilling their needs regarding policies, regulations, professional ethics, and complaint and grievance channels. We ask Allah to benefit from it, make it purely for His Noble Countenance, and make it beneficial for administrators and employees.

### General Information and Terminologies

Frequently, the ears of private sector workers, including our university's employees, hear terms that have specific concepts and connotations for workers in this sector. Newly joined employees may be unaware of some of these connotations, such as terms like: Employee, Position, Salary, Grade, Allowance... etc. What are the connotations of these terms?



### **Employee:**

A real person appointed by a regulatory instrument from a competent authority according to specific system conditions to perform duties and responsibilities of a specific position. In return, they are given a specified salary in addition to the rights and benefits determined by the system they are covered under.

### **Position:**

A set of defined duties and responsibilities, according to the specializations, tasks, and objectives of the governmental entity, to be performed by an employee on a permanent or temporary basis according to civil service regulations and their executive regulations, in return for a specified salary based on the level of difficulty and responsibility of that position.

### **Grade:**

The functional level at which an employee is placed after meeting the required conditions that qualify them to occupy it. The higher the position level, i.e., the higher the grade, the more it typically accompanies increased authority, responsibility, and salary. The grades in the Saudi Labor Law salary scale for the private sector consist of fifteen grades, starting from Grade One and ending at Fifteen. For service workers, their salary scale consists of three grades, starting at Thirty-One and ending at Thirty-Three. Other positions, such as educational, health, and judicial positions, have other salary scales accompanying the special regulations for those positions.

### **Salary:**

The compensation an employee receives at the end of each Hijri month for the work performed during their service. The salary is determined according to the specific salary scale and the grade occupied by the employee. It does not include any other income, whether allowances or otherwise, except for the allowance, which is considered part of the salary.

### **Step:**

The band within a grade that determines an employee's salary.

### **Allowance:**

The financial amount added to an employee's salary according to their grade periodically, calculated as part of the basic salary.

### **Qualifications:**

Generally refers to academic certificates, practical experience, and the necessary capabilities and skills to perform the job's work.

### **Regulation:**

The detailed rule of the system, issued by an instrument lower in procedure than the system itself, by the authority entrusted by the system to issue it. Regulations do not amend or cancel any article in the system, nor may they come with rules contrary to its provisions. Regulations for the Saudi Labor Law for the private sector are generally issued by the Ministry of Human Resources and Social Development; it is the authority designated by its system to issue such

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regulations unless the system has assigned a specific authority the right to issue a particular regulation.

### **Circular:**

A general letter issued by the executive authority responsible for supervising specific work or applying certain provisions, clarifying the concept or meaning of a specific matter. Due to its specialization, this authority requests relevant entities to implement or work accordingly to unify work or procedures among those entities.



## 2. Work Regulations

### Employment

The executive regulations of Mustaqbal University have specified employment conditions and procedures as follows:

#### Article (5):

Employees are hired for positions with specific titles and descriptions. The following is considered during employment in the establishment:

1. The job applicant must be of Saudi nationality.
2. The applicant must possess the scientific qualifications and experience required for the position by the establishment.
3. The applicant must successfully pass any tests or personal interviews the establishment may decide are required for the position.
4. The applicant must be medically fit according to a medical certificate from the entity specified by the establishment.
5. Non-Saudis may be employed exceptionally according to the conditions and provisions stated in Articles (Twenty-Six, Thirty-Two, and Thirty-Three) of the Labor Law. (See Appendix 1).

#### Article (6):

An employee is hired by means of an employment contract drafted in two copies in Arabic according to the unified form prepared by the Ministry. One copy is given to the employee, and the other is deposited in their service file at the establishment. The contract must include the employer's name, the employee's name and nationality, their original address, their chosen address, the type and location of work, the agreed basic wage, any other agreed-upon privileges, whether the contract is for a fixed or indefinite term or for a specific task, the probation period if agreed upon, the work commencement date, and any other necessary data. The contract may be drafted in another language alongside Arabic, provided the Arabic text is always the authoritative version.

#### Article (7):

Adherence to the date specified in the employment contract for commencing work: The establishment has the right to cancel the contract of an employee who does not commence their duties without a legitimate excuse within seven working days from the date of signing the contract between the two parties if contracting occurred inside the Kingdom, or from the date of their arrival to the Kingdom if contracting occurred outside the Kingdom.

### Probation Period

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The employee is subject to a probation period of (90) days from the date of commencing work. The establishment may extend it for another period not exceeding (180) days. Holidays, official holidays, and leave are not counted in this period.

Some articles of the Labor Law detail the mechanisms of the probation period, as follows:

### Article (53):

If the employee is subject to a probation period, this must be explicitly stated in the employment contract, clearly specified, and not exceed ninety days. The probation period may be extended by written agreement between the employee and the employer, not exceeding one hundred and eighty days. The Eid al-Fitr and Eid al-Adha holidays and sick leave are not counted within the probation period. Each party has the right to terminate the contract during this period, unless the contract includes a clause granting the right of termination to only one of them.

### Article (54):

An employee may not be placed under probation more than once with the same employer. Exceptionally, by written agreement of both parties to the contract, an employee may be subjected to another probation period provided it is for a different profession or job, or if at least six months have passed since the end of the employee's relationship with the employer. If the contract is terminated during the probation period, neither party is entitled to compensation, and the employee is not entitled to an end-of-service gratuity for that period.

### Employee Duties

When a person joins a position and assumes the status of an employee, they commit to a number of good qualities appropriate to their new situation. They must conduct themselves in a manner consistent with the position they perform, cooperate with colleagues, obey orders issued by superiors, avoid all disgraceful behavior, and treat those they deal with from visitors to fulfill their needs with kindness and gentleness.

The Labor Law in **Article (65)** stipulates a set of duties. In addition to the duties stipulated in the Labor Law, regulations, and decisions issued in its application, the employee must:

1. Perform work according to professional principles and the employer's instructions, provided these instructions do not contravene the contract, the law, or public morals, and their implementation does not expose to danger.
2. Exercise sufficient care for the machines, tools, tasks, and raw materials owned by the employer and placed under their disposal or in their custody, and return unconsumed materials to the employer.
3. Adhere to good conduct and ethics during work.
4. Provide all assistance and help without requiring additional pay in cases of disasters and dangers that threaten the safety of the workplace or the persons working therein.

### Official Working Hours

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It is the employee's duty to adhere to official working hours, to attend regularly from the start until the end of the workday, and to occupy all this time with everything related to performing the assigned work duties according to their position. Working hours are eight working hours per day, which can be increased to ten hours according to work needs outside Ramadan, based on a weekly standard (48 hours). They are reduced to six hours per day in the month of Ramadan for Muslim workers.

## Working Days and Hours

### Article (25):

The number of working days is 5 days per week, with Friday (and/or Saturday) as the weekly paid rest day for all employees. The establishment may—after notifying the competent labor office—replace this day for some of its employees with any other day of the week, provided it enables them to perform their religious duties. The weekly rest day may not be compensated with cash.

Working hours are eight working hours per day, reduced to six hours per day in the month of Ramadan for Muslim workers.

As stipulated by the Labor Law:

### Article (98):

An employee may not be actually employed for more than eight hours per day if the employer adopts the daily standard, or more than forty-eight hours per week if the weekly standard is adopted.

### Article (99):

Working hours stipulated in Article (Ninety-Eight) of this law may be increased to nine hours per day for some categories of workers, or in some industries and works where the worker does not work continuously. They may also be reduced to seven hours per day for some categories of workers or in some hazardous or harmful industries and works. These categories of workers, industries, and works are determined by a decision of the Minister.

### Article (100):

The employer may—with the Ministry's approval—in establishments where the nature of work requires performing work in shifts, increase working hours beyond eight working hours per day or forty-eight hours per week, provided that the average working hours when calculated over a period of three weeks or less does not exceed eight hours daily or forty-eight hours weekly.

## Overtime



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### Article (26):

1. In case of assigning an employee to overtime work; this is done by a written or electronic assignment directed to them issued by the responsible authority in the establishment, specifying the number of overtime hours the employee is assigned and the number of days required for that.
2. The establishment pays the employee for overtime hours an additional wage equivalent to the hourly wage plus (50%) of their basic wage.

### Work Environment

### Article (34):

1. Employing women does not require obtaining a permit from the Ministry of Labor and Social Development or any other entity.
2. Any discrimination in wages between male and female workers for work of equal value is prohibited.
3. The employer must provide a designated place for female workers to perform prayers, rest, and restrooms at an appropriate distance.
4. In office work environments, the employer must provide a private room for female employees' offices.
5. The employer must provide seats for female workers in the places where they work.
6. In closed female-only establishments, the workers must be women only.

### Controls for Women's Work in Female-Only Establishments

1. An indicative sign must be placed in a prominent location clarifying that the establishment is for women only and men are prohibited from entering.
2. The workers must be women only.
3. The establishment must provide security guards or a system, and the owner must place an indicative sign that the establishment is subject to security monitoring.

### Article (35):

A female worker has the right to fully paid maternity leave for ten weeks, which she may distribute as she wishes, starting at most four weeks before the expected date of delivery. This date is determined by the medical authority approved by the establishment or by a medical certificate certified by a health authority. The female worker may not be employed during the six weeks following her delivery. In case of giving birth to a sick child or a child with special needs, the female worker has the right to a fully paid leave for one month after the expiry of the maternity leave; she may extend the leave for one month without pay.

### Article (36):



A female worker in the establishment, upon returning to her work after maternity leave, is entitled to take breaks—for the purpose of breastfeeding her child—not exceeding one hour in total per day, in addition to the rest periods granted to all workers. This period or periods are counted from actual working hours, for twenty-four months from the date of delivery, without a reduction in wage. The female worker must notify the employer in writing of the timing of that break or breaks and any modification thereof upon her return from maternity leave. The breastfeeding period or periods are determined based on that according to what is stated in the executive regulations of the Labor Law.

## Transfer and Secondment

### First - Transfer:

#### Article (8):

1. The establishment may not transfer an employee without their written consent from their original workplace to another location that necessitates a change in their place of residence.
2. The establishment—in cases of necessity required by unforeseen circumstances and for a period not exceeding thirty days per year—may assign an employee to work in a place different from the agreed location without requiring their consent, provided the establishment bears the employee's travel and accommodation costs during that period.

#### Article (10):

An employee who is transferred from their original workplace to another location that necessitates a change in their place of residence is entitled to transfer expenses for themselves and their legal dependents residing with them at the date of transfer, including transportation costs for them and their luggage, unless the transfer is based on the employee's request.

### Second - Secondment:

#### Article (23):

If an employee is seconded to perform work outside their workplace, the establishment is obligated to:

1. Secure the necessary means of transportation for the employee, unless compensation is paid with their consent.
2. Pay the employee compensation for the costs they incur for housing, food, etc., unless provided by the establishment.
3. A daily secondment allowance according to the employee's grade.

These obligations must be specified in the secondment decision, according to the categories and controls set by the establishment in this regard. These expenses are calculated from the

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time the employee leaves their workplace until their return, according to the period specified for them by the establishment.

### Salaries (Wages) and Allowances

We learned at the beginning of this guide the meaning of salary and the periodic increases applied to it through allowances. In addition, the salary increases through promotion from one grade to a higher grade as specified in the salary scales.

#### Article (14):

Employee wages are paid in the country's official currency on their due dates and deposited into employee accounts through approved banks in the Kingdom, while observing any procedures or arrangements stipulated by the Wage Protection Program.

#### Article (15):

Overtime wages due to the employee are paid at the end of the month in which the assignment was made.

#### Article (16):

If the wage payment day coincides with the weekly rest day or an official holiday, payment is made on the preceding working day.

**Article (92)** of the Labor Law specifies the system for deductions from wages, as follows:

No amount may be deducted from an employee's wages for private rights without their written consent, except in the following cases:

1. Repayment of loans from the employer, provided that what is deducted from the employee in this case does not exceed (10%) of their wage.
2. Social insurance contributions, and any other contributions due from the employee and legally prescribed.
3. Employee contributions to the Savings and Loan Fund due to the Fund.
4. Installments for any project undertaken by the employer to build housing for employee ownership or any other benefit.
5. Fines imposed on the employee for violations they commit, as well as the amount deducted from them as compensation for what they damaged.
6. Satisfaction of a debt in enforcement of a judicial ruling, provided that what is deducted monthly for that does not exceed one-quarter of the wage due to the employee, unless the ruling states otherwise. Alimony debt is satisfied first, then debt for food, clothing, and shelter before other debts.

### Subsidies, Bonuses, Promotions, and Compensations

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The employee receives many incentives and benefits determined by the system during their service. Some are permanent and continuous throughout service. Others are paid as a lump sum or contingent on a specific reason. These benefits and incentives are what the system refers to as (Subsidies, Bonuses, Promotions, and Compensations).

### **First: Subsidies:**

These are financial amounts paid on a continuous basis, usually with the salary, or paid as a lump sum if a specific reason is realized. They take the provisions of the salary in terms of payment, reduction, or suspension, but they are not considered part of the salary. As per:

#### **Article (24):**

1. The establishment provides suitable housing for its employees, as well as means of transportation. The employment contract may stipulate that the establishment pays the employee a housing allowance and a transportation allowance in cash.
2. In case of assigning an employee to overtime work; this is done by a written or electronic assignment directed to them issued by the responsible authority in the establishment, specifying the number of overtime hours the employee is assigned and the number of days required for that.
3. The establishment pays the employee for overtime hours an additional wage equivalent to the hourly wage plus (50%) of their basic wage.

### **Second: Bonuses**

#### **Bonuses include:**

1. Overtime bonuses in case the employee is assigned overtime work outside official working hours or on holidays and (Eids).

#### **Article (107):**

2. The employer must pay the employee an additional wage for overtime hours, where the additional wage equals the hourly wage plus 50% of their basic wage.
3. Working hours on holidays and Eids are also considered overtime hours and are also calculated as an additional bonus.
4. End-of-service gratuity: which will be detailed in the section on end of service.

### **Third: Promotions**

Promotion of an employee means raising them to a higher position with a higher financial grade.

#### **Promotion Controls:**

The mechanism for promoting employees at the university is based on a merit system involving several criteria, including job performance evaluation, initiatives and achievements,

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and training and development programs, provided the following conditions are met, according to Articles (21, 22) of the University Company's executive regulations and the Labor Law:

[Do we need the text of Articles 21 and 22?]

1. The employee must be qualified for promotion.
2. Existence of a vacant position for promotion.
3. Availability of qualifications for the position they are nominated for promotion to.
4. The employee has obtained an excellent rating in the job performance evaluation for the last two years at least.
5. Approval of the authorized person for the promotion.
6. If promotion conditions for the position are met by more than one employee, the priority for promotion is as follows:
  - a. Nomination by the authorized person.
  - b. The nominee has a higher rating for the last two years.
  - c. Possession of higher academic and professional certificates and more training courses.
  - d. The nominee has more practical experience in the establishment's field of work.
  - e. Seniority of work within the establishment.

### Fourth: Compensations

- Compensation for work injuries / Compensation in case of hazardous work or disability: The Labor Law stipulates that a worker injured due to work is entitled to a subsidy or compensation according to the degree of disability or injury determined by internal regulations.
- Compensation for leave or wages due upon termination of the relationship: The worker is entitled to settle their financial rights, such as wage for unused leave, upon termination of the employment relationship.

### Article (111):

Compensation for unused leave: The employee is granted wages for any due leave days if they leave work before using them, as well as leave wage for parts of the year according to what the worker has spent thereof.

### Article (77):

Compensation upon termination of contract without legitimate cause: If the contract does not include a specified compensation, the employee is entitled to compensation: 15 days for each year of service if the contract is for an indefinite term, or the wage for the remaining period if the contract is for a fixed term, provided that the compensation is not less than two months' wage at least, unless the contract includes a specified compensation.



## Health care

### Article (33):

The establishment insures all its employees medically, according to what is stipulated by the Cooperative Health Insurance System and its executive regulations. It also subscribes for all employees in the branch of occupational hazards with the General Organization for Social Insurance, according to what its system stipulates.

## Leaves

The employee enjoys a number of leaves during their service. Some can be taken periodically, and others can be utilized when specific circumstances arise. These leaves are:

### Article (29):

The employee is entitled to a fully paid annual leave for each year of service, with a duration not less than twenty-one days, increasing to thirty days if their service reaches five consecutive years. With the establishment's approval, the employee may obtain a portion of their annual leave proportional to the period they have worked in the year. The employment contract may stipulate that the annual leave duration is more than that.

### Article (30):

The employee has the right to fully paid leave on holidays and occasions, according to the following:

- Four days on the occasion of Eid al-Fitr, starting from the day following the twenty-ninth day of Ramadan al-Mubarak according to the Umm al-Qura calendar.
- Four days on the occasion of Eid al-Adha, starting from the day of Arafat.
- One day on the occasion of the Kingdom's National Day.
- If these holidays overlap with the weekly rest day, the employee is compensated for them with equivalent days before or after those holidays.
- If one of the Eid holidays overlaps with the National Day, the employee is not compensated for it.

### Article (31):

The employee is entitled to obtain fully paid leave in the following cases:

- Five days upon their marriage.



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- Three days in case of the birth of their child.
- Five days in case of the death of the employee's spouse, one of their parents, or children.
- Four months and ten days in case of the death of a Muslim female employee's husband; she has the right to extend it without pay if she is pregnant until she delivers, and she may not utilize the remainder of “the iddah” (waiting period) leave granted to her after delivering this pregnancy.
- Fifteen days in case of the death of a non-Muslim female employee's husband. The establishment has the right to request supporting documents for the aforementioned cases.

### Article (32):

The employee—who proves their illness with a medical certificate issued by the establishment's doctor or a medical reference approved by it—is entitled to sick leaves during a single year, which start from the date of the first sick leave, whether these leaves are consecutive or intermittent, as follows:

- The first thirty days, with full pay.
- The following sixty days, with three-quarters pay.
- The thirty days that follow that, without pay. The employee has the right to connect their annual leave with sick leave.

### Training

The legislator of the law emphasized training and considered it part of job duties, establishing rules and incentives to encourage enrollment in training courses to raise employee efficiency and productivity, whether training is internal or external. Special training regulations have been issued encompassing all training affairs.

### Article (11):

The establishment bears all costs if it undertakes the qualification or training of Saudi employees. If the place of qualification or training is outside the establishment's geographical area, it secures round-trip travel tickets for the class determined by the establishment, as well as means of living including food, housing, and internal transportation, or pays allowances for them. It continues to pay the employee's wage throughout the qualification and training period.

### Article (12):

- The establishment may terminate the qualification or training contract for non-employees if reports from the training or qualification entity prove their lack of eligibility or ability to complete training programs effectively.
- The trainee or person under qualification from non-employees, or their guardian or custodian, has the right to terminate the training or qualification if reports from the training or





qualification entity prove their lack of eligibility or ability to complete training programs effectively.

- In both previous cases, the party wishing to terminate the contract must notify the other party of that at least one week before the date of stopping training and qualification. The establishment may obligate the trainee or person under qualification from non-employees—after completing the training or qualification period—to work for it for a period equivalent to the training or qualification period.
- The establishment may obligate the trainee or person under qualification from non-employees to pay the training or qualification costs it bore, or a proportion of the remaining period in case of refusal to work the equivalent period or part of it.

### Article (13):

**First:** The establishment may stipulate on the employee undergoing training or qualification—after completing the training or qualification period—to work for it for a period not exceeding the period equivalent to the duration of the training or qualification program they underwent, if the employment contract is for an indefinite term, or the remaining contract period in fixed-term contracts if the remaining contract period is less than the period equivalent to the training program.

**Second:** The establishment may terminate the qualification or training of an employee, while obligating them to pay the training costs borne by the establishment or a proportion thereof, in the following cases:

- If the employee decides to terminate the training or qualification before the specified date without a legitimate excuse.
- If the employee's employment contract is terminated according to one of the cases mentioned in Article (Eighty) of the Labor Law, except for clause (6) thereof, during the training or qualification period.
- If the employee resigns from work or leaves it for reasons other than those stated in Article (Eighty-One) of the Labor Law during the training or qualification period.

**Third:** The establishment may obligate the employee to pay the training or qualification costs borne by the establishment or a proportion thereof if the employee resigns from work or leaves it for reasons other than those stated in Article (Eighty-One) of the Labor Law before the end of the work period it stipulated on them after the end of training or qualification.

## Employee Performance Evaluation

### a- Employee evaluation during service:

The job performance evaluation process is one of the pillars relied upon in determining the

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employee's career path, their harmony with work, their need for development, or shortcomings in performing their job duties. It is a tool for reform and development.

The competent authority establishes a system ensuring the evaluation of the employee's performance in the unit, consistent with the nature of its activity, objectives, and type of positions. Employee performance is evaluated for a fiscal year. Performance evaluation is limited to those actually working in the unit for at least six months. Performance is evaluated with a rating of Excellent, Competent, Above Average, Average, or Weak. The executive regulations specify the controls and procedures for evaluation to ensure neutrality and accuracy in measurement, reaching the natural performance curve, as well as the timing for preparing evaluation reports, how they are approved, and grievance procedures.

### Article (17):

The establishment prepares periodic performance reports at least once a year for all employees according to the forms it sets for that purpose, including the following elements:

1. Ability to work and degree of mastery (competence).
2. Employee behavior and extent of cooperation with superiors, colleagues, and establishment clients.
3. Attendance.

### Article (18):

The employee's performance in the report is evaluated with ratings determined by the establishment, following a five-level scale.

### Article (19):

The report is prepared by the employee's direct supervisor, to be approved by (the authorized person). The employee is notified of a copy of the report immediately upon approval and has the right to appeal the report according to the grievance rules stipulated in these regulations.

### b- Employee performance evaluation during the probation period:

The process of evaluating an employee during the probation period is based on **Articles (53) and (54)** of the Saudi Labor Law, which state that the probation period:

- Must be explicitly stated in the employment contract.
- Does not exceed (90) days and can be extended to (180) days by written agreement.
- Either party may terminate the contract during this period without compensation if the employee does not prove their competence.



The regulatory standard for evaluation is proving competence or lack thereof during this period.

## Disciplinary Action

When an employee commits a financial or administrative violation, they are held accountable. An investigation is conducted with them to hear their statements about this violation and their defense, as perhaps the violation was unintentional, thus mitigating what can be taken against them or not holding them accountable at all. The employee is penalized with one of the following penalties—which correspond to the violation committed by the employee—detailed as follows:

### Article (42):

A violation is any action committed by the employee that warrants any of the following penalties:

1. **Written Warning:** A letter directed by the establishment to the employee clarifying the type of violation committed, drawing their attention to the possibility of facing a harsher penalty in case of persisting in the violation or repeating it in the future.
2. **Financial Fine:** Deducting a percentage of the wage within the limits of part of the daily wage, or deducting from the wage an amount ranging between one day's wage and five days' wage per month as a maximum.
3. **Suspension from work without pay:** Preventing the employee from performing their work during a specified period, depriving them of their wage during this period, provided the suspension period does not exceed five days in one month.
4. **Deprivation of promotion or periodic allowance:** For a maximum period of one year from its due date.
5. **Dismissal from service with gratuity:** Dismissing the employee based on a legitimate reason due to committing the violation, without prejudice to their right to end-of-service gratuity.
6. **Dismissal from service without gratuity:** Terminating the employee's employment contract without gratuity, notice, or compensation for committing any of the cases stipulated in Article (Eighty) of the Labor Law. The imposed penalty on the employee must be proportional to the type and severity of the violation committed by them.

### Article (44):

The authority to impose the penalties stipulated in these regulations lies with (the authorized person in the establishment or their delegate); they may substitute the penalty prescribed for any violation with a lighter penalty.

### Article (45):

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If the employee commits the same violation after one hundred and eighty days have passed since its previous commission, it is not considered a repetition and is considered a new violation as if committed for the first time.

### **Article (46):**

In case of multiple violations arising from one act, imposing the most severe penalty among the penalties prescribed in these regulations suffices.

### **Article (47):**

No more than one penalty may be imposed on the employee for one violation. Also, a fine imposed on the employee for one violation may not exceed five days' wage in value, nor may more than five days' wage be deducted from their wage per month in satisfaction of fines imposed on them.

### **Article (48):**

The establishment may not impose any penalty exceeding a fine of one day's wage without notifying the employee in writing of the violations attributed to them, hearing their statements, and investigating their defense, by means of a report deposited in their personal file.

### **Article (49):**

The establishment may not impose any penalty on the employee for something committed outside the workplace unless it is directly related to the nature of their work, the establishment, or its responsible manager, without prejudice to the ruling of Article (Eighty) of the Labor Law.

### **Article (50):**

The employee may not be held disciplinarily accountable for a violation if more than thirty days have passed since the establishment's discovery of its perpetrator without taking any investigation procedures regarding it.

### **Article (51):**

The establishment may not impose any penalty on the employee if more than thirty days have passed since the date of proving the violation.



### Article (52):

The establishment is obligated to notify the employee in writing of any penalties imposed on them, their type and amount, and the penalty they will face in case of repeating the violation. If the employee refuses to receive the notification or refuses to sign acknowledgment, or is absent; it is sent to them by registered mail to their chosen address fixed in their service file, or by personal email fixed in the employment contract or approved by the establishment. Notification by any of these means entails all legal consequences.

### Article (53):

A penalty sheet is allocated for each employee, recording the type of violation they committed, the date of its occurrence, and the penalty imposed; this sheet is kept in the employee's service file.

### Article (54):

Fines imposed on employees are recorded in a special register according to the provisions of Article (Seventy-Three) of the Labor Law. They are disposed of in a manner beneficial to the employees by the labor committee in the establishment. In case no labor committee exists, fines are disposed of with the approval of the Ministry of Labor and Social Development.

## End of Service

The Saudi Labor Law stipulates the conditions and procedures for the end of an employee's service. The employment contract ends through its following articles:

### Article (57):

If the contract is for performing a specific task, it ends upon completion of the agreed work.

### Article (74):

1. If the two parties agree to terminate it, provided the employee's consent is in writing.
2. If the specified period in the contract ends, unless the contract has been explicitly renewed according to the provisions of this law; then it continues until its term.
3. Based on the will of one of the parties in contracts of indefinite term, according to what is stated in Article (Seventy-Five) of this law.
4. The employee reaching retirement age according to the provisions of the Social Insurance System, unless the two parties agree to continue work after this age.
5. Force majeure.
6. Permanent closure of the establishment.
7. Termination of the activity in which the employee works, unless otherwise agreed.
8. Any other case stipulated by another system.

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### Article (75):

If the contract is of indefinite term, either party may terminate it based on a legitimate reason that must be stated by means of a written notice directed to the other party before termination by a period specified in the contract, not less than sixty days if the employee's wage is paid monthly, and not less than thirty days for others.

### Article (76):

If the party terminating the contract of indefinite term does not observe the notice period specified according to Article (Seventy-Five) of this law, they are obligated to pay the other party for the notice period an amount equal to the employee's wage for the same period, unless the two parties agree on more than that.

### Article (77):

Unless the contract includes specified compensation for its termination by one of the parties for an illegitimate reason, the party harmed by the contract termination is entitled to compensation as follows:

1. Fifteen days' wage for each year of the employee's service if the contract is of indefinite term.
2. Wage for the remaining period of the contract if the contract is of fixed term.
3. The compensation mentioned in clauses (1) and (2) of this article must not be less than two months' wage of the employee.

**Regarding Article (80)** of the Labor Law, the employer is not entitled to terminate the employee's contract without prior notice and without gratuity except in some cases, the most prominent of which are:

1. The employee is working during the probationary period.
2. The employee assaults the employer or their work manager.
3. The employee commits immoral or illegal behavior.
4. The employee discloses work-related secrets, whether commercial or industrial.
5. Proving that the employee committed forgery to obtain work.
6. Non-compliance with the agreed work while intentionally violating the institution's instructions.
7. The employee exploiting their job position to carry out illegitimate purposes.
8. The employee causing material losses to the company or institution.
9. The employee is absent from work for thirty days in a year or fifteen consecutive days without an acceptable excuse.





It is worth mentioning here that if the contract is terminated with the employee without them committing any of the above and without notifying them of the termination in sufficient time to manage their affairs, this is considered arbitrary dismissal.

### Article (81):

The employee is entitled to leave work without notice, while retaining all their legal rights, in any of the following cases:

1. If the employer fails to fulfill their contractual or legal essential obligations towards the employee.
2. If it is proven that the employer or their representative deceived them at the time of contracting regarding work conditions and circumstances.
3. If the employer assigns them without their consent to work substantially different from the agreed work, contrary to what Article (Sixty) of this law stipulates.
4. If an assault characterized by violence, or behavior violating morals towards the employee or a member of their family, is committed by the employer, a member of their family, or the responsible manager.
5. If the treatment by the employer or the responsible manager is characterized by manifestations of cruelty, injustice, or insult.
6. If there is a serious danger in the workplace threatening the safety or health of the employee, provided the employer was aware of its existence and did not take procedures indicating its removal.
7. If the employer or their representative, by their actions—especially by their unjust treatment or violation of the contract terms—has driven the employee to be the one apparently terminating the contract.

### Article (82):

The employer may not terminate the employee's service due to illness before exhausting the periods specified for the sick leave stipulated in this law. The employee has the right to request connecting their annual leave with sick leave.

### Article (83):

1. If the work entrusted to the employee allows them to know the employer's clients, the employer may—to protect their legitimate interests—stipulate that the employee does not compete with them after the end of the contract. For this condition to be valid, it must be written and specified in terms of time, place, and type of work, and its duration must not exceed two years from the date of the end of the relationship between the two parties.
2. If the work entrusted to the employee allows them access to their work secrets, the employer may—to protect their legitimate interests—stipulate that the employee does not disclose their secrets after the end of the contract. For this condition to be valid, it must be written and specified in terms of time, place, and type of work.



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3. Exceptionally from the provisions of this law, the employer may file a lawsuit within one year from the date of discovering the employee's violation of any of their obligations mentioned in this article.

### **End-of-Service Gratuity:**

The Labor Law in Saudi Arabia stipulates that upon termination of the employment relationship, the employee is entitled to a gratuity for their service period, detailed as follows:

#### **Article (84):**

If the employment relationship ends, the employer must pay the employee a gratuity for their service period calculated on the basis of half a month's wage for each of the first five years, and a month's wage for each of the following years. The last wage is taken as the basis for calculating the gratuity. The employee is entitled to a gratuity for fractions of the year in proportion to what they have spent thereof in work.

#### **Article (85):**

If the end of the employment relationship is due to the employee's resignation, in this case they are entitled to one-third of the gratuity after service of not less than two consecutive years and not exceeding five years. They are entitled to two-thirds if their service period exceeds five consecutive years and does not reach ten years. They are entitled to the full gratuity if their service period reaches ten years or more.

#### **Article (86):**

Except for the provision of Article (Eighty-Four) of this law, it is permissible to agree not to include in the wage on which the end-of-service gratuity is based all or some commission amounts and percentages of sales prices and the like from wage elements paid to the employee that are by nature subject to increase and decrease.

#### **Article (87):**

Exceptionally from what is stated in Article (Eighty-Five) of this law, the gratuity is fully due in case the employee leaves work as a result of a force majeure beyond their control. It is also fully due to the female employee if she terminates the contract within six months from the date of her marriage contract or three months from the date of her delivery.

#### **Article (88):**

If the employee's service ends, the employer must pay their wage and settle their rights within one week at most from the date of the contractual relationship's end. If the employee is the one who terminated the contract, the employer must settle their rights in full within a period not



exceeding two weeks. The employer may deduct any debt due to them for work-related reasons from the amounts due to the employee.

## Grievances and Complaints

The executive regulations of the Labor Law at Mustaqbal University have specified the grievance mechanism, as follows:

### Article (55):

Without prejudice to the employee's right to resort to competent administrative, judicial, or body authorities, the employee has the right to appeal to the establishment's management against any action, procedure, or penalty taken against them by it. The appeal is submitted to the establishment's management within three working days from the date of knowledge of the action or procedure being appealed. The employee shall not be harmed for submitting their appeal. The employee is notified of the result of adjudicating their appeal within a period not exceeding five working days from the date the appeal is submitted.

### 3. Professional Ethics

Adherence to professional ethics by university employees is essential for maintaining the academic institution's reputation and its role as a leader in serving society.

#### Importance of Adhering to Professional Ethics in Universities

Professional ethics establish a work environment based on integrity, justice, and mutual respect among all university affiliates, contributing to building trust and credibility internally and externally. When employees adhere to values of transparency, discipline, and setting a good example, these values positively reflect on the quality of academic and administrative performance, increase cooperative spirit and productivity, and achieve the university's educational mission in community development.

Through continuous adherence to ethical controls and standards, the university succeeds in achieving justice, equal opportunities, and directing all employees' efforts towards developing education and achieving sustainable development.

#### General Principles

The university employee must possess, embody, and be keen on the following:

- Supporting and complying with all Mustaqbal University policies, and assisting colleagues in complying with them.
- Performing tasks and activities with the utmost good faith, objectivity, transparency, efficiency, and due diligence and professionalism.
- Adhering to the highest standards of commitment and good conduct.
- Refraining from any action or deed that may directly or indirectly constitute a violation of professional ethics.
- Dealing with colleagues in a spirit of professional friendship.
- Being accountable for all actions and errors, and contributing to promoting a culture of trust in society.
- Exerting utmost effort to support and promote the university in supporting excellence and progress as a distinguished academic institution.
- Adhering to principles of equality and non-discrimination, honesty, integrity, and respect in all works.
- Following the highest ethical standards and the aforementioned principles even in cases of conflicts or complaints.



## 4. Employee's Role in the Quality Assurance System

The role of the employee and administrator in the quality assurance system revolves around the following points:

- Committing to their responsibilities, tasks, and performing their role according to the administration's strategic framework.
- Adhering to regulations and the chain of command.
- Performing their work tasks with high quality and within required timelines.
- Ensuring organized and regular documentation of work results and activities in their administrative unit.
- Adhering to work ethics.
- Continually and accurately participating in evaluating the performance of their administration and other departments as a beneficiary thereof, through various opinion surveys.
- Responding to reviewers' and auditors' observations with openness.
- Submitting developmental proposals for their field of work and the university's performance as a whole.
- Ensuring initiative, innovation, and finding solutions to emergent problems.
- Ensuring self-development through professional and technical training, and through upgrading their academic qualifications.

### 5. Conclusion

Do not forget, dear employee, that the Human Resources Administration is at your service, and we at Mustaqbal University do not consider an employee merely an element in the work system, but a fundamental partner in making change and building a vibrant academic community.

This guide has come to be a comprehensive reference embodying the university's values and establishing an institutional culture based on excellence, belonging, transparency, and mutual respect.

We believe that the ideal work environment is built on clarity of expectations, integration of roles, and providing the necessary support for each individual to achieve their maximum potential. Through this guide, we aim to empower employees to perform their tasks with confidence, understand their rights and duties, and make effective contributions to achieving the university's vision of being a beacon of science and innovation at the local and global levels.

We encourage all employees to refer to this guide when needed and to take the initiative to ask questions or present suggestions that contribute to improving the work environment and developing policies. Constructive feedback is the cornerstone of the journey of continuous improvement.

Finally, we welcome you to Mustaqbal University, where we believe that every step towards excellence starts with the individual, and that every employee is a pillar in building a brighter tomorrow