



نابكو الوطنية
napco national

Internal Labor Regulation

Napco National Company for General Trading, LLC.

(Kingdom of Bahrain Branch)

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The Company's Profile

Company name:	Napco National Company for General Trading, LLC.
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* The approved name shall be written in the Commercial Register. In the rest of the provisions of this Regulation, the first word of the name is sufficient, such as the institution, dispensary, hospital, or center, for example, if the word “establishment” is not retained in the entire regulation as long as the intended meaning is clarified within Article (2) in this Regulation.

Introduction

This regulation was drawn up in implementation of the provisions of Article (74) of the Labor Law:

Amended by Royal Decree No. (36) of 2012.

Amended by Royal Decree No. (31) of 2014.

Amended by Royal Decree No. (37) of 2015.

Amended by Royal Decree No. (59) of 2018.

This regulation aims to regulate the relationship between the company and its employees in a way that achieves the public interest and the interests of both parties, and for each of them to be fully aware of their rights and duties accordingly.

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Chapter One

General Provisions



Chapter 1: General Provisions

Article 1:

The provisions of this regulation shall apply to all employees of the company's branch and its affiliated offices within the Kingdom of Bahrain.

Article 2:

The following terms and expressions, wherever mentioned in this regulation, shall have the meanings assigned thereto unless the context requires otherwise:

Company: The company's main branch and its affiliated offices.

Labor Law: It means the Labor Law issued by Royal Decree No. (36) of 2012 or any of its subsequent amendments.

Regulation: Internal labor regulations of the company.

Management: It means the employer, the responsible manager on the employer's behalf, or the company's administrative body.

CEO: It means the Chief Executive Officer of the company.

Authorized Person: The general manager or his/her authorized representative.

Worker: Every natural person who works for the benefit of an employer and under his management or supervision in return for a wage, even if he/she works remotely.

Basic wage: It is the remuneration specified in the employment contract that is paid to the worker on a periodic basis, plus its increases, if any.

Wage: It is all that the worker receives, of whatever type, in return for his/her work, whether fixed or variable, cash or in kind, and it includes the basic wage and its attachments of allowances, grants, bonuses, commissions and other benefits.

Apprenticeship: Any person who contracts with an employer with the intention of learning a trade, profession or industry within a specified period during which he/she is committed to work under the employer's management or supervision in return for a wage or reward.

Electronic network: It is one of the company's internal means of communication which is linked to a group of computers.

Company's internal policies: They are the directives issued by the company, which are circulated via the electronic network, e-mail, text messages, or announced in any form. They include the instructions of the supervisor, the line manager, the authorized person, or the internal benefits plan.

Article 3:

A month is considered to be 30 days. In all cases, all periods and dates stipulated in these regulations are calculated in the Gregorian calendar unless otherwise stated.

Article 4:

The provisions of these regulations and all the amendments entered into it are an integral part of the employment contract that the company draws with its employees, without conflicting with the terms and conditions most appropriate for the worker.

Article 5:

The provisions of the Labor Law issued by Royal Decree No. (36) of 2015, and any of its subsequent amendments, its executive regulations and ministerial decisions issued for its implementation shall apply to the matters that are not provided for in this regulation.

Article 6:

The company has the right to introduce amendments to the provisions of this regulation whenever necessary. These amendments shall not be effective until they are approved by the Ministry of Labor and Social Development.

Article 7:

Upon contracting and as stipulated in the employment contract, the company shall require the worker and apprentice to sign the provisions of this Regulation, and they shall be subject thereto and approve it once they join the work.

Article 8:

The company displays this regulation prominently on its official website (www.napconational.com).

Chapter Two

Employment and Employment Contract



Chapter Two: Employment

Article 9:

Employment in the company requires the following:

- 1) The applicant for the job must possess the educational qualifications and experience required for the job subject to the employment.
- 2) The applicant shall be medically fit to do the job he/she applies for, according to a medical certificate from the health authority specified by the company in the Kingdom of Bahrain, or from a doctor to whom the company entrusts this task in the country where the worker was recruited, in addition to other medical criteria that it may be decided must be provided.
- 3) The applicant must pass the tests or personal interviews that the company may decide for the job.

The company may, at its discretion, exempt workers from the above conditions if the work interest so requires.

Article 10:

The applicant to the company must submit the following documents:

- 1) A copy of the national identity card if he/she is a citizen of the Gulf Cooperation Council countries.
- 2) A copy of the residence permit, work permit and passport if he/she is not a citizen of the Gulf Cooperation Council countries.
- 3) A certified copy of his/her academic qualifications and practical experience.
- 4) A medical certificate proving his/her medical fitness from the authority specified by the company.

- 5) Three (3) recent personal photos, 4/6 cm size.
- 6) Certificate of no criminal records involving a violation of honor and honesty "when needed."
- 7) A service certificate from the worker's last employer "if any".

Article 11:

The worker shall, upon starting work, sign the following declarations:

- 1) A declaration that he/she was informed of the company's work organization and penalties and remuneration regulations, and that he/she was aware of their provisions in due diligence.
- 2) A declaration and pledge not to compete, disclose or use the company's information or secrets.
- 3) A declaration of the application of public safety conditions.
- 4) A declaration showing the place of residence, his/her marital status, and his/her fixed address, which is being contacted in all cases. He/she also undertakes to inform the company in case of a change of residence, address and means of communication.
- 5) A declaration of adhering to the company's code of conduct.

Article 12:

The concerned department of the company must open a special file for each worker that includes all the necessary personal documents related to him/her and his/her legal dependents, as well as those related to his appointment, including copies, employment contract, scientific certificates, and any new reports and minutes during his service, related to his/her activity, bonuses, promotions, salaries, privileges, bonuses, leaves, and the violations committed by him/her with the corresponding penalties. This is in addition to any other data or documents that the Department deems to be added, provided that they are only viewed by specialists. This file is either a paper file or an electronic file on the company's electronic system.

Chapter Two: Employment Contract

Article 13:

The worker signs an employment contract that is electronically documented as per the Ministry of Human Resources' requirements. The company keeps a copy of the contract in the worker's file. The contract specifies the type of work, the agreed salary, and the contract duration (fixed-term, indefinite, task-based, or remote). The contract may also include any other relevant information. The contract can be written in another language besides Arabic, but the Arabic text prevails in case of any discrepancy.

Article 14:

The company has the right to cancel the employment contract or job offer of the worker who does not perform his/her work tasks and does not provide a legitimate excuse within (15) days from the date of the contract execution by both parties, if the contract is executed inside the Kingdom of Bahrain, or as of the date he/she arrives in the Kingdom of Bahrain, if the contract is executed abroad. The company has the right to claim compensation for the termination of the contract by the worker if it incurs any damages as a result of such termination.

Article 15:

An employment contract is considered valid and productive for all its effects from the date of the worker's actual commencement of work.

Article 16:

The worker who works for the company is considered appointed under probation for ninety days only, unless it is expressly written in the employment contract that he/she is recruited immediately upon joining the work. The probationary period shall be clearly defined in the employment contract, and its calculation does not include sick leaves. The probationary period may be extended for another similar period, provided that this is for the professions that are determined by a decision of the Minister.

Article 17:

If it is proven, during the probationary period, that the worker is not fit to carry out the work agreed upon, the company may terminate the employment contract without warning or compensation in accordance with Article (21) paragraph (b) of the Labor Law, provided that the worker is notified at least one day before the termination date. If it is proven that the apprentice is not fit for or is unwilling to learn the profession in a good manner, the contract may be terminated, provided that the party wishing to terminate the contract notifies the other party seven days prior to the date specified for termination.

Article 18:

The company has the right to transfer the worker whenever there is a need for that, and the employee's signature on the contract is deemed a prior approval thereof (provided that the employer bears the costs of the worker's transportation and accommodation).

Article 19:

The transferred worker is entitled to the expenses of transporting him and his legal dependents who reside with him on the date of the transfer along with the expenses of transporting their luggage, unless the transfer is based on the worker's desire.

Chapter Three

Training and Qualification



Chapter Three: Training and Qualification

Article 20:

The worker's wages shall continue to be paid throughout the training or qualification period according to the company's internal policies.

Article 21:

The company bears the costs of training and rehabilitation and secures travel tickets for the return and return. It also secures the means of living such as food, housing and internal transportation in accordance with the company's internal policies.

Article 22:

The company may terminate the training or rehabilitation of the worker and bear all expenses incurred by it for this purpose in the following cases:

- 1) If it is proven from the reports issued by the party that undertakes his/her training or rehabilitation that he/she is not serious about that.
- 2) If the worker decides to finish the training or qualification before the specified date without an acceptable excuse.

Article 23:

After the end of the training or study period, the worker must work for the company for a period similar to the training or qualification period. If the trainee or subject to rehabilitation refuses to work for the aforementioned period or some of it, he/she must pay the employer the costs of training or rehabilitation incurred by the company or in proportion to the remaining period thereof.

Chapter Four

Wages



Chapter Four: Wages

Article 24:

The workers are employed on jobs with specific titles and specifications, and the worker receives the wage agreed upon in the employment contract in return for his/her work.

Article 25:

The workers' wages shall be paid in the official currency of the country and on their due date, and shall be deposited in the workers' bank accounts in accordance with the following provisions:

- 1) The wages of a worker with a monthly salary shall be paid at the end of each calendar month.
- 2) The daily or piece rate worker shall receive his/her wages at the end of the week.
- 3) The worker whose service is terminated by the company, shall be paid his/her wages and all entitlements immediately.
- 4) A worker who quits work on his/her own shall be paid his/her wages and all entitlements within a period not exceeding seven days from the date of leaving work.
- 5) Overtime payments, if any, are to be paid with the monthly wage.

Article 26:

If the day of payment falls on a weekly rest day or an official holiday, the payment shall be made on the previous working day.

Article 27:

Upon receiving his wages or any amount due to him, the worker shall sign the receipt or register prepared for this purpose, with the exception of the case when his due wage is transferred to his bank account.

Article 28:

The worker may delegate whomever he deems fit to collect his wages or dues under a legal power of attorney or a written authorization signed by him and certified by the company manager.

Article 29:

- 1) When lending to the worker during the term of the contract, the employer may deduct a maximum of 10% of the worker's wage. However, the deduction percentage may be increased to no more than 25% of the worker's wage for housing construction loans, provided that the worker agrees to that in writing.
- 2) When collecting the worker's debts, the employer may deduct a maximum of 25% of the worker's wage. However, the deduction percentage may be increased to no more than 50% of the worker's wage in relation to alimony debts.
- 3) When debts are accumulating, the alimony debt shall have a priority, then what is required by the employer because of the tools or supplies damaged by the worker, or what was unlawfully disbursed to him/her, or the financial penalties imposed on him/her, on the condition that no portion of the wage is deducted - within the specified percentages - unless the worker's written consent is provided.

Article 30:

Subject to the provisions of Articles Nos. (44), (45), (76), (82) of the Labor Law, the following amounts shall be deducted from the worker's wage:

- 1) The equivalent of the wage for the period of authorized unpaid absence or the wage for the period of unauthorized absence.
- 2) The deductions required by the company's savings system, "if any".
- 3) The fines incurred due to the violations committed by the worker, as well as the sums deducted for what was damaged by him/her.
- 4) Recovery of the advances and loans that the company lent the worker.

- 5) Collecting the cost of the materials purchased by the worker or the services provided to him/her from the company's private facilities, "if any".
- 6) Taxes and fees that the government may impose on wages.
- 7) Set-off, in the event of service termination.
- 8) Social security contributions owed by the worker.
- 9) The entitlements incurred by the worker as a result of a breach of trust, without prejudice to other disciplinary sanctions that fall on him/her as a result.
- 10) The housing rent in the company's facilities , "if any".
- 11) Settlement of debts according to a court ruling.
- 12) The excess payments that the worker receives beyond his entitlement.
- 13) Other deductions agreed upon by the two parties within the scope of the provisions of the Labor Law.

Chapter Five

Performance, Bonuses and Promotions Reports



Chapter Five: Performance Reports, Bonuses and Promotions

Reports:

Article 31:

The company prepares performance reports periodically for all employees, including, but not limited to, the following elements:

- 1) The ability to work and the degree of mastery (competence).
- 2) Productivity.
- 3) The worker's behavior and the extent of his/her cooperation with his superiors, co-workers and clients of the company.
- 4) Perseverance and commitment. Annulment.
- 5) The extent of the worker's compliance with the company's instructions and respect for the company's internal regulations and policies.
- 6) Dedication to work, creativity and innovation.
- 7) Initiative in the service of work.

Article 32:

The Line Manager shall prepare the reports and then present them to the authorized person to take the appropriate decision.

Article 33:

The worker's performance is evaluated in the report by one of the following grades:

1	Performance does not fully meet established objectives/standards
2	Performance does not meet established objectives/standards
3	Performance conforms with established goals/standards
4	Performance meets and successfully exceeds set goals/standards
5	Performance meets and significantly exceeds set goals/standards

Article 34:

The worker is informed of the report as soon as it is approved and given an opportunity to discuss it, and he/she has the right to file a grievance against this report in accordance with the grievance rules stipulated in these Regulations.

Bonuses:

Article 35:

Allowances, bonuses, gratuities, or monthly, quarterly or annual grants are granted or not in light of the company's financial position according to its changing criteria and its unilateral will. If approved, it is distributed to workers who meet the conditions of their entitlement in varying proportions in the light of periodic evaluation reports prepared in accordance with internal policies.

Article 36:

- 1) The worker is eligible to be entitled to the periodic increment when he/she obtains in his periodic report an estimate of "performance complies with and successfully exceeds the specified goals/standards" at least after one full year and a half has passed from the date of joining the service or from the date of receiving the previous increment.
- 2) The company's management may grant the worker an exceptional allowance in accordance with the controls it sets in this regard.

Promotions:

Article 37:

The worker is eligible for promotion to a higher job when he/she meets the following conditions:

- 1) The presence of a vacancy in a higher position.
- 2) Availability of the qualifications to occupy the position to which he/she is being promoted.
- 3) Obtaining a rating of "Performance meets and significantly exceeds the set goals/standards" in the last periodic report.
- 4) The company's management may grant the worker an exceptional promotion in accordance with the controls it sets in this regard.

Article 38:

If the conditions for promotion to a higher job are met in more than one worker, the trade-off for promotion is as follows:

- 1) The one with the highest rating.
- 2) Holder of training courses or scientific certificates.
- 3) Experience.
- 4) The performance and knowledge of the work.
- 5) Seniority.
- 6) The older one.

Article 39:

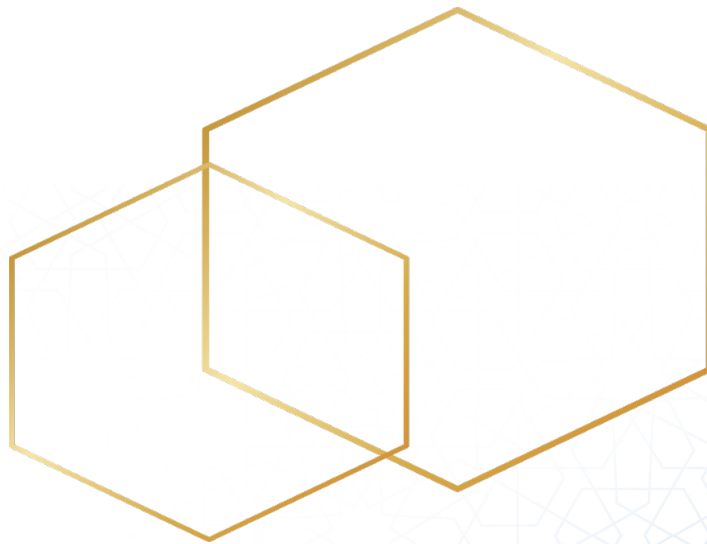
For each worker, an annual report shall be issued stating the extent of his/her productive efficiency, his/her cooperation with his/her co-workers, his/her activity, his/her biography, his/her behavior, and everything related to his/her work relationship on the basis of the periodic reports submitted about the worker by his/her superiors.

Article 40:

The promotion shall be by a decision of the company's management in accordance with the working conditions, the available competencies in the company, and the rules that are determined regarding the worker's nomination and its justifications. Promotions are not a right acquired periodically. The Director General of the company may conduct it in accordance with the working conditions and the general budget approved by the company's managers based on a proposal from the Line Manager.

Chapter Six

Boarding - Mandate - Benefits and Allowances



Chapter six: Boarding - Mandate - Benefits and Allowances

Article 41:

Commitment to the travel expenses of the worker or his/her family members is determined according to the following controls:

- 1) At the commencement of the contract, from the country in which the contract was made or from which the worker was brought to the workplace, whether the contract was made inside or outside the Kingdom of Bahrain, in accordance with the Labor Law.
- 2) When the worker's service is terminated due to a project and he/she requests to return to the place where the contract was made or where he/she was recruited, in accordance with the Labor Law.
- 3) When the worker enjoys his/her annual leave, his/her traveling shall be in accordance with what is agreed upon in the employment contract.
- 4) The employer shall not bear the costs of returning the worker to his/her country in the event that he/she is not fit to work, or if he/she wishes to return without a legitimate reason, or in the event of a violation that led to his/her deportation according to an administrative decision issued by the Bahraini authorities or a court ruling.

Article 42:

A worker delegated to perform work outside his/her workplace, according to a written assignment decision from the authorized person, has the right to:

- 1) The necessary means of transportation shall be secured for him/her from his/her workplace to his/her place of assignment and vice versa, or a cash consideration shall be paid.
- 2) He shall be paid an assignment allowance in return for the actual costs incurred by him/her for housing, food, internal transportation, etc., unless the company secures them.

3) The company may set a lump sum as an allowance for assignment according to the degree of the worker in accordance with the categories and controls set by the company in this regard in accordance with the company's internal policies.

Article 43:

The expenses referred to in the previous article are calculated from the time the worker leaves his/her workplace until the time he/she returns according to the period specified for him/her by the company.

Article 44:

The company shall pay fixed allowances and benefits according to what was agreed upon in the employment contract, which are as follows:

- 1) The company shall provide the worker with a cash housing allowance of the amount equivalent to two months' salary from the basic wage, unless it provides in-kind housing, provided that this is expressly stipulated in the employment contract, and the company has the unilateral authority to determine the mechanism and time for its fulfillment.
- 2) The company shall pay the worker a cash maintenance allowance of the amount equivalent to half a salary from the basic wage according to the worker's grade in accordance with the company's internal policies, specifically the list of benefits, unless it secures an in-kind accommodation, provided that it is expressly stipulated in the employment contract, and the company has, at its unilateral will, the power to determine the mechanism for fulfilling it and when.
- 3) The company shall provide the worker with a transportation allowance in accordance with the company's internal policies unless an appropriate means of transportation is provided, provided that this is expressly stipulated in the employment contract, and the company has the unilateral authority to determine the mechanism and time for its fulfillment.

Article 45:

The company pays allowances, benefits, rewards and incentives that are directly or indirectly related to the nature of the work, the work area, the company's financial position, or the economic situation, which by its nature changes depending on the change in the nature of the work, the general economic situation or the financial position of the company, which is, for example, but not limited to (work nature allowance, mobile allowance, cost of living allowance, social assistance allowance, annual bonus, production bonus, sales bonus). It is not considered permanent, the worker is not entitled to consider it an acquired right and is not counted in the actual wage on the basis of which the end-of-service indemnity is settled, as these benefits are variable in nature according to the company's internal policies.

Article 46:

The worker's rights related to the end-of-service gratuity and for the balance of annual leaves and due compensation shall be calculated on the basis of the worker's last basic pay, in addition to the social allowance, "if any". If the worker is paid by the piece or production, or if he/she receives a fixed salary in addition to a commission or percentage, calculation of these rights shall be based on the average wage of the worker during the last three months, in accordance with Article (47) of the Labor Law.

Chapter Seven

Work Hours & Rest Days



Chapter Seven: Work Hours and Rest Days

Article 47:

The working days shall be six or five days a week according to the working conditions determined by the company. In all cases, Friday is the weekly holiday with full pay for all workers, and the company may, for some of its workers, replace this day with any day of the week, provided that the time of Friday prayer is taken into account for Muslims.

Article 48:

The working hours shall be eight hours per day or forty-eight hours per week and at the company's discretion, and they shall be reduced to six hours per day or thirty hours per week during the month of Ramadan, in line with the provisions of Article (51) of the Labor Law.

Article 49:

The workers' attendance and departure from the workplaces shall be at the specified times according to the schedules that must be announced by placing them in prominent places of the work sites or the electronic network. These schedules must include the start and end dates of the working hours, and if the work is done by shifts, the start and end dates of the working hours of each shift must be indicated.

Article 50:

In the schedules referred to in Article (49) above, the worker shall not work for more than five consecutive hours without a period of rest, prayer and food not less than half an hour at a time during the total working hours, so that the worker does not stay in the workplace for more than twelve hours per day.

Article 51:

The worker may be employed in shifts in accordance with the internal policies and in accordance with the provisions of Article (50) of the Labor Law.

Article 52:

The entry and departure of workers from their work sites must be from the designated places.

Article 53:

The worker must prove his/her attendance and departure at the time clock “fingerprint devices” or the register prepared for this purpose or any other means determined by the company in accordance with the internal policies.

Article 54:

The worker must comply with the inspection of himself and his car upon entry and exit.

Article 55:

Every work assigned to the worker after normal working hours or on the holidays stipulated in this regulation is considered overtime. The worker has no right to refuse overtime work without a legitimate and acceptable excuse, and the refusal without excuse shall be deemed an explicit violation of the work regulation as stipulated in Article (75) of the Labor Law.

Article 56:

The company shall pay the worker for the extra working hours an overtime wage as stipulated in Articles (54), (57), (64) of the Labor Law.

Article 57:

The provisions of Article (55) of this regulation do not apply to the following cases:

- 1) The employer's authorized agents.
- 2) Workers engaged in preparatory and complementary work that must be completed before or after the end of official working hours.
- 3) Guard and cleaning workers.

The Minister shall issue a decision setting the maximum actual and overtime working hours and the overtime pay due for the two categories stipulated in items (3) and (4) of this Article, provided that this wage shall not be less than what was stipulated in Article (54) of the Labor Law.

Chapter Eight

Leaves & Absence from Work



Chapter Eight: Leaves and Absence from Work

Annual Leave:

Article 58:

For each year of service, the worker shall be entitled to an annual leave with full pay for a period of no less than (30) calendar days if his service reaches at least one year. If the worker's service period is less than one year, he/she shall be entitled to a part of the annual leave in proportion to the period he/she worked during that year.

Article 59:

It is permissible to agree in the employment contract for an annual leave in excess of what was mentioned in the previous article.

Article 60:

The company shall determine the dates for workers to enjoy their annual leave in accordance with the requirements of the work, taking into account the desire of the worker to determine the date of his/her leave whenever possible, and the company's decision in this regard shall be final.

As an exception to this, the worker has the right to determine the date of his/her annual leave if he/she is applying for an examination in an educational stage, provided that he/she informs the employer within not less than thirty days prior to taking the leave.

Article 61:

The worker may not waive his/her annual leave and may receive a cash consideration for it in accordance with the provision of Paragraph (b) of Article (59) of the Labor Law, and he/she may, upon the approval of the company, postpone his/her annual leave or days thereof for the following year, based only on the company's internal policies.

Article 62:

Upon taking his leave, the worker shall sign a declaration or an electronic request stating the start date of the leave and the address of the place where he/she spends his leave.

Article 63:

The company pays the worker the wages of the annual leave days in advance upon his/her request, and the leave wages are calculated according to the last wages he receives.

Article 64:

The worker shall be entitled to his/her wage for the days of the due leave if he/she leaves the work before taking it, for the period of the leave that he/she did not obtain. He/she is also entitled to the leave wage for the fractions of the year in proportion to the amount he/she spent at work, and the last basic pay that the worker received shall be taken as a basis for calculating the consideration for the wages of these leaves, in accordance with Article (47) of the Labor Law.

As an exception to the provision of this Article, the worker's right to claim the balance of the leaves specified by the employer shall be forfeited when it is proven that the worker refused to do so in writing.

Article 65:

The company may ask the worker to interrupt his/her annual leave and start work if the utmost necessity of work so requires, provided that the company, in this case, bears his/her return ticket allowance when he/she is outside the city of the place of work. The worker has the right to enjoy the rest of his/her leave in the same year or to postpone it for the following year.

Article 66:

The company provides the non-citizen worker and his family members with a travel ticket from his place of work to the country of origin and vice versa according to the provisions of the employment contract and the company's internal policies. In all cases, it is required that the company approves in advance of the family members who are covered by the provisions of this article and on the condition that they reside with him/her.

Article 67:

The worker shall return to his/her workplace on the working day following the last days of his/her annual leave. If he/she fails to return, the days of his/her absence shall be considered unpaid leave. This does not prejudice the company's right to terminate the contract without prior notification when the provisions of Paragraph (4) of Article (107) of the Labor Law are met. (The employer may terminate the worker if he is absent without valid reason for more than twenty non-consecutive days or ten consecutive days in a year. However, the employer must first send a written warning to the worker after he misses ten days in the non-consecutive case or five days in the consecutive case.)

Holidays and Occasions:

Article 68:

The worker is entitled a full-paid leave on the following holidays and occasions:

The worker is entitled a full-paid leave on holidays and official occasions that are determined by a decision of the Council of Ministers based on a proposal by the Minister in accordance with Article (64) of the Labor Law, and if such holiday or occasion coincides with a Friday or public holiday, it shall be compensated by extending the leave by one more day.

Special Leaves:

Article 69:

A. The worker has the right to a paid leave of three consecutive days in the following cases:

- 1) When he/she gets married for the first time
- 2) In the event of the death of his/her spouse or of one of his/her relatives up to the fourth degree.
- 3) In the event of the death of his/her spouse's relatives up to the second degree.

B. The worker has the right to a one-day paid leave in the following case:

- 4) In the event of the birth of his/her child

In the event that the worker does not use these leaves when they are due, he/she is not entitled to claim for them to be added to his/her annual leave days, nor is he/she entitled to demand their equivalent cash payment or to demand postponing their benefits, and the company has the right to request documents that support these cases.

Emergency Leave:

Article 70:

The worker may, with the company's approval, take an unpaid leave that they both agree to specify. The employment contract is considered suspended during the leave period for more than twenty days, unless the two parties agree otherwise.

Article 71:

- 1) A working woman has the right to a maternity leave with full pay for a period of sixty days, in accordance with Article (32) of the Labor Law.
- 2) A working Muslim woman whose husband dies according to a death certificate issued by an official authority has the right to leave on full pay for thirty days from the actual date of death; she also has the right to complete the death waiting period, of three months and ten days, from her annual leave, and if she does not have a balance from her annual leave, she has the right to unpaid leave.
- 3) A non-Muslim working woman whose husband dies is entitled a three-day leave.

Sickness Leave:

Article 72:

A worker who has worked for three months of continuous service and whose illness was proven by a medical certificate issued by the company's doctor, or a medical reference approved by the company (with the management's right to assign a doctor of its choice to check the validity of the report submitted by the worker), shall be entitled the following sick leave within any given full year, in accordance with Article (65) of the Labor Law:

- 1) Fifteen days, with full pay.
- 2) Twenty days, with half pay.
- 3) The following twenty days, without pay,

provided that they are within one year, whether these leaves are continuous or intermittent.

The period of absence mentioned in the medical report is considered continuous even if a paid holiday or a weekly holiday occurred during it.

Article 73:

The sick worker must abide by medical care and must submit medical reports on his condition issued by the company's doctor or the health reference approved by the company. A sick worker is not

allowed to start his/her work unless the company doctor or the approved health authority decides that he/she has recovered from his/her illness and is able to start his/her work, there is no risk to him/her from performing the work and there is no harm from him/her to mix with his/her co-workers at work.

Hajj Leave:

Article 74:

A Muslim worker has the right to a paid leave of no less than fourteen working days, in order to perform Hajj once throughout his/her service period, if he/she has not performed it before. To be eligible for such leave, the worker must have worked for the employer for five consecutive years. The company may determine the number of workers to be granted this leave annually in accordance with the work requirements, in a manner that ensures good workflow of the company. In all cases, the worker is obligated to submit a Hajj permit issued by the competent authorities.

Exam Leave:

Article 75:

The company shall grant any worker who is continuing his/her training or educational attainment a leave with full pay for the duration of the exams of a non-repeated year, and the duration of such leave is determined by the number of the actual exam days, provided that he/she obtains a prior approval from the employer within a period of not less than thirty days. In the event that the worker does not obtain the approval of the employer for his/her affiliation with an educational institution, he/she may obtain a leave to take the exam, with the number of the actual exam days calculated from the balance of his/her annual leave. The company may, in all cases, require the worker to submit documents supporting the request for leave, as well as evidence of his/her performance of the examination. The worker shall apply for the leave at least fifteen days prior to its due date. The worker shall be deprived of the wage for this leave if it is proven that he/she did not perform the examination, without prejudice to disciplinary accountability.

General Provisions on Leaves:

Article 76:

The worker may not work for any entity while enjoying any of the leaves stipulated in this chapter, whether with or without pay. If it is proven that the worker has violated this, the company shall have the right to deprive him/her of his/her wages for the period of the leave, or to recover from him/her what it paid him/her for that.

Chapter Nine
**Prevention, Safety, Medical Aid,
Medical Care, Work Injuries &
Occupational Diseases**



Chapter Nine: Prevention, Safety, Medical Aid, Medical Care, Work Injuries and Occupational Diseases

Prevention and Safety:

Article 77:

In order to protect workers from dangers and diseases resulting from work, and based on the company's belief in the importance of the human element, which is essential for the production process, and the need to provide a healthy and safe work environment for workers, the company shall provide all means and tools for occupational safety and health, and it will take the following measures:

- 1) Announce, in visible places, work hazards, means of prevention, and instructions that must be followed.
- 2) Smoking is prohibited in advertised workplaces.
- 3) Secure fire-extinguishing devices and keep them always fit for purpose, and prepare escape exits in case of emergency.
- 4) Maintain the workplace in a state of complete cleanliness with the provision of disinfectants.
- 5) Provide safe water for drinking and washing.
- 6) Provide toilets with the requisite level of hygiene.
- 7) Train employees on the use of safety means and protection equipment provided by the company.
- 8) Provide the necessary means of protection, including safety shoes, goggles, protective masks, speakers, and protective clothing, in compliance with health norms and to protect against dangerous conditions.

Article 78:

The company appoints a security and safety officer at each work site, who is responsible for the following:

- 1) Developing preventive awareness among workers, supervising its implementation, and introducing the necessary modifications to the accident prevention program.
 - 2) Periodic inspection for the purpose of ensuring the safety of devices and the proper use of protective and safety means.
 - 3) Inspecting and recording accidents and preparing reports about them that include the means and precautions to avoid their recurrence, preparing statistics for accidents and injuries, and submitting the necessary report to the company's management.
 - 4) Monitor the implementation of prevention and safety rules and provide advice in this regard.
- Training all company employees on the use of safety and prevention tools provided by the company.

Medical Aid Levels:

Article 79:

In every place where fewer than fifty workers work, the company shall secure a medical aid cabinet that contains sufficient quantities of medicines, bandages, disinfectants, etc.

Medical Care:

Article 80:

The company shall entrust one or more doctors to conduct a comprehensive examination, once a year, on its workers who are exposed to the possibility of suffering from one of the occupational diseases specified in the table of occupational diseases stipulated in the Social Insurance Law.

Article 81:

The company provides its workers with preventive and curative health care according to the the Company's internal policies.

Article 82:

The company's doctor may refer the patient to a specialist.

Article 83:

All cosmetic surgeries and the like, dental prostheses, orthodontics and cleaning, eyeglasses, contact lenses, all kinds of prosthetics, and any treatment outside the Kingdom of Bahrain are excluded from treatment, except for necessary cases.

Work Injuries and Occupational Diseases:

Article 84:

A worker who suffers a work injury or an occupational disease shall inform his/her immediate superior or management as soon as he/she is able, and he/she may consult a doctor directly whenever his/her condition so requires.

Article 85:

The physician specialized in treating workers shall take the initiative to inform the Department of any phenomena that indicate the emergence of any occupational or epidemic disease among the workers.

Article 86:

A worker who suffers a work injury or an occupational or contagious disease must comply with the medical care required by the company. He/she must also submit periodic medical reports on his condition from the company's doctor or another doctor approved by the company, provided that the company's approval is obtained to bear the expenses.

Article 87:

The company shall subscribe all employees in the Occupational Hazards Branch, in accordance with the Social Insurance Law.

Article 88:

With regard to work injuries and occupational diseases, the provisions of the Occupational Hazards Branch shall be applied, in accordance with the Social Insurance Law.

Chapter Ten

Duties & Prohibitions



Chapter Ten: Duties and Prohibitions

The Company's Duties:

Article 89:

The company commits to the following:

- 1) Treating its workers in a decent manner that shows its concern for their conditions and interests, and refraining from every word or action that affects their dignity or religion.
- 2) Giving workers the time necessary to exercise their rights stipulated in these Regulations without prejudice to wages.
- 3) Facilitating the employees of the competent authorities every task related to inspection or monitoring and supervision of the proper implementation of the provisions of the Labor Law, the regulations and decisions issued pursuant thereto and to give the competent authorities all the necessary information requested from them to achieve this purpose.
- 4) Pay the worker's wages at the time and place specified in the contract or custom, taking into account the provisions of the relevant regulations.
- 5) If the worker attends to practice his work in the daily period required by the employment contract or declares that he/she is ready to carry out his/her work during this period and does not prevent him/her from working except for a reason attributed to the employer, he/her shall have the right to wages for the period during which he/she does not perform the work.
- 6) The company, its agent, or any person who has authority over the workers, must tighten control over the entry into the workplace of any substance prohibited by Sharia or regulation.
- 7) Whoever is found to have them shall be subject to it, in addition to the legal penalties, the deterrent administrative penalties stipulated in the Violations and Penalties Schedule shall be applied against him/her.

8) Giving the worker an electronic magnetic service card.

Workers' Duties:

Article 90:

The worker commits to the following:

- 1) Compliance with the instructions and orders related to work, unless there is something in them that contradicts the provisions of the employment contract, public order or morals, or that exposes them to danger.
- 2) Maintaining working hours.
- 3) Refraining from accepting any rewards, gifts or commissions from persons with whom the company deals.
- 4) Completing his/her work in the required manner under the supervision of the Line Manager and according to his/her directives.
- 5) Taking care of the machines and tools at his/her disposal and maintain them and the company's property and carry out the maintenance operations required for them.
- 6) Workers who work on a machine must clean it on a daily basis and they must adhere to the regular maintenance instructions assigned to them by the management in accordance with the latter's instructions and at the specified time.
- 7) In case of a malfunction in the machines, equipment or machines, the workers may not tamper with them or attempt to repair them, but must immediately notify the head of the department or the competent engineer to take the necessary action.
- 8) Commitment to good conduct and behavior and to work on the sovereignty of the spirit of cooperation between him/her and his/her co-workers, obeying his/her superiors and keenness to

satisfy the company's clients within the scope of his/her competence and within the limits of the law.

9) Providing all the aid or assistance in emergency cases or dangers threatening the safety of the workplace or its employees.

10) Preserving the technical, industrial, commercial and administrative secrets of the company or any secrets that come to his/her knowledge due to the work of his/her job, and not to preserve for himself/herself the original of any of the papers related to the work, including the entry papers for tenders or auctions, as well as not to disclose any information regarding wages and rewards.

11) Refraining from exploiting his/her work in the company for the purpose of achieving profit or personal benefit for him/her or for others at the expense of the company's interest, or entering in any way whatsoever in competing business with the company's work individually or jointly with others.

12) Not to initiate a contractual relationship with the company, directly or indirectly, individually or jointly with others, without a written permission from the company's president.

Refraining from lending or borrowing from the company's clients or those who have a direct interest in its business, with the exception of licensed finance agencies.

13) Not to engage in any other work outside the scope of his/her work, whether paid or unpaid, with any other entity. In addition, the worker may not perform any activity contrary to the interest of the company or perform a similar work in another company, under pain of legal penalties, which may amount to the termination of his/her services. Each worker must also preserve the company's financial, administrative, marketing, production and legal secrets and pledge not to disclose, sell, market or use them. If the worker leaves the company for any reason, he/she is prohibited from

working within a year for his own account or with any competing company or dealing with the company within the same field of work that he did with the company.

14) All of the company's employees are obligated to follow the policy of using social media, electronic software and social networks, including but not limited to Facebook - YouTube - LinkedIn - Twitter - Whats App - Yahoo Mail. ..etc. They are prohibited from using these apps in searching or presenting any internal topics related to the system and workflow of the company or any of its branches, for example, wages, work organization, and all internal administrative matters in the company, whether positively or negatively.

15) It is prohibited to defame the shareholders, the chairman and members of the board of directors, the CEO of the company, sister companies, the company, any of its branches, the management or any of the company's employees, consultants, customers, suppliers, or any person who has a business relationship with the company, whether by act, word, writing, or through social media.

16) Notifying the company of every change in his/her marital status or place of residence within a week at most from the date of the change.

17) Adherence to the instructions, regulations, customs and traditions observed in the country.

18) Not to receive visitors in the workplace who are not the company's workers and clients.

19) Not to receive visitors at the company's residence who are not the company's workers without permission from the management.

20) Not to use the company's tools and equipment for private purposes.

21) Workers are prohibited from sleeping, lounging or being distracted in the workplace, and they are also prohibited from eating and drinking refreshments while working, unless the management permits this.

22) The worker is prohibited from smoking all kinds, electronic cigarettes and the like inside the company and all its facilities and in the company's private housing. He/she is also prohibited from carrying matches and lighters inside factories and warehouses.

23) The workers should maintain the aspect of respect, honesty and loyalty towards their superiors.

24) The workers are prohibited from discussing with each other or with others, either directly, over the phone or the Internet, on any political, sectarian, ethnic, tribal or sexual issues on the company's campus and within the scope of its work.

25) Workers are prohibited from bringing indecent images or drawings of any kind into the company premises. It is also prohibited to write on walls of any kind, utter profanity or sing in the workplace.

26) All factory workers or those whose work requires them to wear uniforms (UNIFORM) and abide by that.

27) No one is allowed to bring in or take out any parcel, package or anything else without the knowledge of the management or its written permission, and he must be subject to inspection upon entry and exit from it.

28) Workers shall abide by the management's written and verbal instructions issued by it directly through the electronic network or through their direct supervisor. They must comply with these instructions without rebellion, disobedience or reluctance as they are binding on all workers. The management may also issue verbal instructions that require their implementation and obedience, unless they are in violation of public order.

29) Workers are prohibited from collecting subsidies, money or donations without permission and for any reason, whether for associations, organizations, private projects, religious, social, or political goals...etc.

30) Workers are prohibited from distributing leaflets or organizing meetings inside the company's headquarters without the approval of the management.

31) Workers are prohibited from inciting to violate written and verbal orders and instructions related to work.

32) All workers must maintain general cleanliness in the company's facilities and all workplaces, food, bathrooms and housing for the company.

33) All property of the company's housing must be preserved, and all property is considered housing, including, but not limited to furniture, mattresses, appliances, washing machines, refrigerators...etc. It is in the custody of the workers who live in the housing unit and he/she is obligated to hand it over when vacating the housing as he/she received it in good condition.

34) All employees are obligated to follow the management's instructions regarding the procedures for storing information on the computer (Back Up), as the stored information is the property of the company and not personal property.

35) It is prohibited to quarrel between co-workers, or to cause disturbances in the workplace or because of it, intimidation or threaten.

36) It is strictly forbidden to contact customers or enter into conversations and discussions with them unless the employee is authorized to do so. It is also prohibited for any worker to request or accept in-kind or financial rewards or gifts from anyone in return for services provided by him/her, in addition to direct or indirect commissions through his/her family, relatives or friends.

Commissions and discounts received are considered the property of the company only, and the worker bears all legal responsibility personally.

37) It is prohibited to trade operations between workers within the company's premises, for example, selling, buying, or loans (clothes - chains - watches... etc.).

38) Not to use the computer and the information stored on it, the Internet, e-mail, printing and sending files, and using the graphics printer (PLOTTER) and scanning machines (SCANNER), (PRINTER) or (USB) except within the scope of work.

39) Workers are prohibited from leaving work without a written permission from the responsible manager or his/her representative in sequence, except in emergency cases (ie sudden accidents, illnesses or death).

40) The workers must stay in the workplace and do the work assigned to them, and they are prohibited from moving to work on another machine or other work unless it is with the permission of the manager in charge.

Chapter Eleven

Social and Cultural Services



Chapter Eleven: Social and Cultural Services

Article 91:

The company shall prepare a place for prayers in the workplace.

Article 92:

The company prepares a place to eat at the times you specify.

Article 93:

1) The company encourages its employees to engage in beneficial individual and group sporting activities. The company also allows its workers to participate in officially scheduled entertainment programs and sports matches conducted under the auspices of the company, provided that it does not conflict with the work requirements.

2) The company has the right, without any obligation on its part, to pay an exceptional bonus to its employees, which is variable in nature according to the emergency circumstances that are up to the company's assessment. These bonuses are not permanent, and employees are not entitled to consider them as an acquired right, and they are not counted as part of the end-of-service indemnity.

Article 94:

In the event of a worker's death during the validity of the contract, the equivalent of two full months' wages shall be paid to his/her family, provided that the worker has spent at least one year working for the employer.

Chapter Twelve

Grievance



Chapter Twelve: Grievance

Article 95:

Without prejudice to the worker's right to resort to the competent administrative or judicial authorities, he has the right to file a grievance with the company's management about any action or action taken against him that affects his rights stipulated in these Regulations or the Labor Law. The grievance shall be submitted to the company's management within three days from the date of becoming aware of the disposition or procedure complained of, taking into account the administrative hierarchy of the work, and the worker shall not be harmed by submitting his grievance.

Article 96:

In filing his/her grievance, the worker must adhere to the following:

- 1) He/she shall submit his grievance in writing and to be based on specific facts.
- 2) He/she shall submit his grievance to his direct superior.
- 3) He/she shall submit his grievance within seven days from the date on which he was notified of the issuance of the decision or the procedure under grievance.

The worker shall be notified of the outcome of the decision on his/her grievance within a period not exceeding three days from the date of submitting the grievance, otherwise the worker shall have the right to refer his grievance to his superior.

Chapter Thirteen

End of Service



Chapter Thirteen: End of Service

Article 97:

The worker's service ends in the following cases:

- 1) If the two parties agree to terminate it, provided that the consent of the worker is in writing.
- 2) If the period specified in the contract expires - unless the contract has been expressly renewed in accordance with the provisions of these Regulations - it will continue until its term.
- 3) Based on the will of one of the parties in the indefinite contracts.
- 4) The worker has reached the retirement age, which is sixty years for both sexes, unless the two parties agree to continue working after this age. The retirement age may be reduced, in cases of early retirement, as stipulated in the work organization regulation. If the employment contract is for a fixed term, and its term extends beyond reaching the retirement age, in this case the contract ends with the expiry of its term.
- 5) Force majeure.
- 6) Permanently close the facility.
- 7) Termination of the activity in which the worker works, unless agreed otherwise.
- 8) Any other case provided for by another law.

Article 98:

In the cases where the provisions of the Labor Law require the termination or termination of the employment contract, a notification should be given to the other party, taking into account the following:

- 1) The notice must be in writing.
- 2) That the notification is delivered at the workplace and the party to whom the notification is

sent signs with an explanation of the date of receipt. If the worker refuses to receive the notification, the notification is reinforced by the testimony of two witnesses and their signatures are taken on the notification.

3) If the worker is not present at the place of work or the party to whom the notice is addressed refuses to receive or refuses to sign, the notice shall be sent to him/her by a registered letter to his/her address recorded in his/her file, or sent to his/her e-mail or the last address known to the company.

4) If the worker fails to provide the company with a valid postal address or fails to receive any notice or warning. The notification shall be replaced by pasting the notice or warning on the company's bulletin board, circulating it through the electronic network, or sending it by e-mail.

In all cases, a copy of the notification or the worker's acknowledgment of receipt shall be kept in his file.

Article 99:

On termination of the worker's service, the company shall, at his/her request, have his/her private documents deposited in the service file, and the company shall also provide the worker with a certificate of service, gratis.

Article 100:

In all cases in which the employee's service with the company ends for any reason, the company has the right to set-off between the employee's entitlement and its entitlements against him, regardless of the type of these entitlements. If the worker owes the company, he/she must pay the owed amount within a maximum period of one week.

Chapter Fourteen

Rewards



Chapter Fourteen: Rewards

Article 101:

Rewards are given to employees who demonstrate activity, dedication and efficiency in a manner that increases productivity or who perform exceptional work, in addition to their regular work and within the limits of their competencies, or those who develop new methods and organizations at work that lead to raising efficiency and production capacity, reducing costs or workers who prevent risks or preventing imminent harm to the company or its workers, provided that this includes rewarding the worker morally or materially, or both.

Article 102:

The performance reports stipulated in this regulation, are considered a basis upon which the specified bonus shall be rewarded in accordance with the internal benefits policy of the company.

Article 103:

The rewards are categorized as follows:

First: Moral Rewards:

- 1) A book of praise and appreciation.
- 2) Granting an additional leave without pay, which is not considered interruption of service.

Second: Material rewards:

- 1) Exceptional bonuses and promotions in accordance with the company's internal policies.
- 2) Production bonuses in accordance with the company's internal policies.
- 3) Additional gratuities.
- 4) Invention rewards.
- 5) Excellence rewards.

Article 104:

The bonuses are granted by a decision of the owner of the company or his representative in accordance with the company's internal policies.

Chapter Fifteen

Violations and Penalties



Chapter Fifteen: Violations and Penalties

Article 105:

A violation that entails the penalty stipulated in these Regulations is the worker's perpetration of one of the acts listed in the Schedule of Violations and Penalties annexed to these Regulations, which is considered an integral part of it.

Article 106:

The penalties that may be imposed on the worker are:

1) Notice:

It is a verbal or written reminder directed to the worker by his/her direct supervisor, in which the violation he/she committed is referred to, and he/she is asked to observe the system, abide by the rules applied for performing his/her job duties, and not to repeat it in the future.

2) Warning:

It is a letter that the company sends to the worker, explaining the type of violation he/she committed, while drawing his/her attention to the possibility of being subjected to a more severe penalty if the violation continues or is repeated in the future.

3) Deduction:

1. Deduction of a percentage of the wage within the limits of a part of the daily pay.
2. The deduction from the wage is between 25%, in the case of the settlement of a debt, and the higher percentage of 50%, in the case of the alimony debt.

4) Suspension from work temporary:

Preventing the worker from practicing his/her work during a specific period not exceeding 60 days per year.

5) Denial of promotion or periodic increment:

Deprivation of promotion, periodic increment, or some grants and rewards, or postponement of such for a maximum period of one year from the date of its entitlement or awarding.

6) Dismissal with Payment:

It is the dismissal of the worker for a legitimate reason for committing a violation, without prejudice to his/her right to the end-of-service gratuity.

7) Dismissal without Compensation:

It is the termination of the worker's employment contract without a compensation because of committing one or more of the acts stipulated for such penalty under the table of violations and penalties of this regulation.

Article 107:

Every worker who commits any of the violations mentioned in the Schedule of Violations and Penalties referred to in Article Chapter Eight of these regulations. He/she shall be punished with the penalty indicated next to the violation he committed, and the penalty imposed on the worker must be commensurate with the type and extent of the violation committed by him.

Article 108:

The authority to impose the penalties stipulated in these regulations shall be given to the Director General of the company or his/her authorized representative, and he/she may replace the penalty prescribed for any violation in case that it is committed for the first time with a lighter penalty.

Article 109:

If the worker commits the same violation after 180 days have passed since it was previously committed, he/she is not considered a repeat offender and the violation is considered as if it was committed for the first time.

Article 110:

In case of multiple violations resulting from one act, it is sufficient to impose the most severe penalty among the penalties prescribed in these Regulations.

Article 111:

No more than one penalty may be imposed on a single violation, and it is not permissible to combine deduction of part of the worker's wage with any other sanction by deduction from the wage.

Article 112:

The company shall not impose any of the penalties stipulated in these Regulations except after informing the worker in writing or electronically of the violations attributed to him/her and hearing his/her statements and investigating his/her defense according to minutes filed in his own file, the special notification provisions referred to in Article (99) of these Regulations shall be observed.

The interrogation may take place orally in minor violations that do not exceed the penalty imposed on the perpetrator of the warning or a fine by deducting no more than one day's wages, provided that it is recorded in the minutes.

Article 113:

The company may not impose any penalty on the worker for something he/she committed outside the workplace unless it is directly related to the nature of his/her work, or to the company or its responsible manager.

Article 114:

Disciplinary accountability for the worker shall fall thirty days after the discovery of the violation without the company taking any investigation procedures regarding it.

Article 115:

The company may not impose the penalties mentioned in these regulations if more than thirty days have passed since the date of establishing the violation.

Article 116:

The company is obligated to inform the worker in writing or electronically of the penalties he/she has been subjected to, their type and amount, and the penalty he/she will be subjected to in case of a repeat violation. If the worker refuses to receive the notification or refuses to sign with knowledge, it shall be sent to him/her by registered mail at his/her fixed address in his/her service file, and the special notification provisions referred to in Article (99) of these regulations shall be observed.

Article 117:

Without prejudice to the worker's right to object, the worker may file a grievance before the company's management against any penalty imposed on him/her in accordance with the grievance provisions stipulated in this Regulation, provided that the grievance is filed in writing within seven working days from the date of his/her notification of such decision and submitted to the issuer of the decision.

Article 118:

A penalty sheet shall be assigned to each worker in which he/she shall record the type of violation he/she committed, the date of its occurrence and the penalty imposed on it. This sheet shall be kept in the worker's service paper file or the electronic file, for two years as minimum.

Article 119:

The employer must write the fines, that it imposes on the worker, in a special register, indicating the name of the worker, the amount of his/her wage, the amount of the fine, the reason for imposing it, and its date. The fines may only be disposed of for the benefit of the company's workers and for improving the work environment.

Article 120:

Personal disputes between employees are not the subject of an administrative investigation unless these disputes lead to confusion in the work movement and an impact on the company's productivity, or if the subject of the dispute itself constitutes a violation of the company's regulations.

Article 121:

The provisions of the previous articles do not prejudice the company's right to terminate the employment contract in accordance with the provisions of Articles (97), (98), (99), (105), (107), (110) of the Labor Law.

Chapter Sixteen

Special Provisions for the Employment of Women



Chapter Sixteen: Special Provisions for the Employment of Women

Maternity Leave:

Article 122:

The company shall bear the expenses of medical examination, treatment and childbirth in accordance with the Health Insurance Law of the Kingdom of Bahrain.

Article 123:

Any female worker who is in the first months of pregnancy must notify the company for her to undergo periodic medical examinations, for a decision to be made on the treatment necessary, and for the possible date of delivery to be determined, so that the female worker receives a sixty-day leave that includes the periods preceding and following childbirth.

Article 124:

The company tries to accommodate the female worker's wishes and situation when setting the breastfeeding schedule. The female worker must follow the regulated schedule for breastfeeding after her maternity leave ends and until her child is six months old. She is entitled to two breastfeeding periods, each lasting at least one hour. She also has the right to two caregiving periods, each lasting at least half an hour, until her child is one year old. These two extra periods are part of the working hours and do not affect her wages.

Article 125:

The company prepares places for the workers to rest separately from the men, and the working women have to be modest in dress and appearance and to adhere to the customs and traditions observed in the country.

Article 126:

The company has implemented a dress code policy, which is published through the online network, and everyone is required to adhere to it.

Chapter Seventeen

Final Provisions



Chapter Seventeen: Final Provisions

Article 127:

The company classifies workers according to their occupational categories, guided by the Occupational Classification and Description Manual.

Article 128:

The provisions of these Regulations shall be implemented in the right of the company as of the date of its notification of the ministerial decision issued for its approval, provided that it applies to the workers as of the day following its announcement.

Article 129:

The company publicizes the regulation by displaying it on its official website (www.napconational.com) or in a conspicuous place at the workplaces.

Chapter Eighteen

Table of Violations & Penalties



Chapter Eighteen: Table of Violations and Penalties

First: Violations related to the working hours schedule:

SL.	Type of Violation	Penalty: Deducted percentage is a percentage of daily wage			
		1 st Time	2 nd Time	3 rd Time	4 th Time
1/1	Arriving up to 15 minutes late to work without permission or an acceptable excuse, without resulting in the disruption or delay of other employees	Written Warning	5%	10%	20%
1/2	Arriving up to 15 minutes late to work without permission or an acceptable excuse, and resulting in the disruption of other employees	Written Warning	15%	25%	50%
1/3	Arriving more than 15 minutes & up to 30 minutes (15-30 min) late to work without permission or an acceptable excuse, without resulting in the disruption of other employees	10%	15%	25%	50%
1/4	Arriving more than 15 minutes & up to 30 minutes (15-30 min) late to work without permission or an acceptable excuse, resulting in the disruption of other employees	25%	50%	75%	One Day
1/5	Arriving more than 30 minutes, and up to 60 minutes late to work without permission or an acceptable excuse, without resulting in the disruption of other employees	25%	50%	75%	One Day
1/6	Arriving more than 30 minutes, and up to 60 minutes late to work without permission or an acceptable excuse, & resulting in the disruption of other employees	30%	50%	One Day	Two Days
1/7	Arriving more than one (1) hour late to work without permission or an acceptable excuse, whether or not this resulted in the disruption of other employees	Written Warning	One Day	Two Days	Three Days
		In addition to deducting the pay delayed hours			
1/8	Leaving work up to 15 minutes before end of working hours without permission or an acceptable excuse	Written Warning	15%	50%	One Day
		In addition to deducting the work leaving period pay			
1/9	Leaving work more than 15 minutes before end of working hours without permission or an acceptable excuse	10%	25%	50%	One Day
		In addition to deducting the work leaving period pay			

1/10	Staying at work or returning to work after end of working hours without justification	Written Warning	10%	25%	One Day
1/11	Absence without written permission or an acceptable excuse for one day during a one year	25%	50%	One Day	Three Days
In addition to a deduction of wage relative to the period of absence					
1/12	Continuous absence without written permission or an acceptable excuse for two (2) to six (6) days during one year	One Day	Two Days	Three Days	Five Days
In addition to a deduction of wage relative to the period of absence					
1/13	Continuous absence without written permission or acceptable excuse for seven (7) to nine (9) days	Four Days	Five Days	Deprivation of bonus and promotion for one time	
In addition to deducting the absence period pay					
1/14	Absence without a legitimate reason for more than 20 days (non-consecutive) or 10 consecutive days during 1 year	The termination shall be preceded by a written warning after an absence of ten (10) days in the first case, and after an absence of five (5) days in the second case.			

Second: Violations relating to organization of the work :

SL.	Type of Violation	Punishment : Deducted percentage is a percentage of daily wage				
		1 st Time	2 nd Time	3 rd Time	4 th Time	5 th Time
2/1	Unjustified presence outside the workplace during working hours	10%	25%	50%	One Day	
2/2	Receiving visitors who are not company employees at workplace without permission from the Management	Written Warning	10%	15%	25%	
2/3	Eating at the workplace or in a place not designated for this purpose, or outside the break hours	Written Warning	10%	15%	25%	
2/4	Sleeping during worktime	Written Warning	15%	25%	50%	
2/5	Sleeping in cases/situations that require constant vigilance	50%	One Day	Two Days	Three Days	
2/6	Hanging around or the presence of employees outside their stations during working hours	25%	25%	50%	One Day	
2/7	Manipulating the attendance sheet	50%	One Day	Two Days	Contract Termination	
2/8	Failure to comply with ordinary work tasks or non-implementation of work instructions openly	25%	50%	One Day	Two Days	

2/9	Incitement to violate written orders and instructions related to work	Two Days	Three Days	Five Days	Contract Termination	
2/10	Smoking in prohibited areas, and areas that are declared as non-smoking areas to maintain the safety of the employees and the company, and carrying match boxes, lighters and using them within the company and in places that are not designated for smoking	Two Days	Three Days	Five Days	Contract Termination	
2/11	Negligence or gross negligence in work that may result in severe damage to lives or property or devices	Two Days	Three Days	Five Days	Contract Termination	
2/12	Defamation of the reputation of the partners, or the company or one of its branches, management, consultants, clients or suppliers, whether verbally, or in writing, or in actions	Two Days	Three Days	Five Days	Contract Termination	
2/13	Failure to sign pledges and declarations of all kinds (pledge not to receive an acknowledgment of receipt – parcels provide the head of – of a computer department with the password)	Written Warning	15%	20%	25%	One Day
2/14	Contacting and dealing with customers without authorization or a request from the company and engaging in unauthorized discussions and dealings and accepting gifts and rewards	50%	One Day	Two Days	Three Days	Contract Termination
2/15	Engaging in commercial businesses, or the employee having any interest in businesses or contracting related to the duties of his/her job without knowledge or permission from the Management	Two Days	Three Days	Four Days	Contract Termination	
2/16	Using the company tools, equipment, and machinery for private purposes without permission	One Day	Two Days	Three Days	Five Days	
2/17	Unlawful interference of the employee in any work that is not within his/her scope of work nor assigned to him/her	50%	One Day	Two Days	Three Days	
2/18	Exiting or entering from a place other than the designated one	Written Warning	10%	15%	25%	
2/19	Failure to maintain cleanliness in workplaces and corridors	Written Warning	10%	15%	20%	50%
2/20	Driving the company's vehicles and machinery quickly and recklessly within the facility's premises	15%	20%	25%	30%	50%

2/21	Failure to place the repair and maintenance tools and other accessories in their designated places after finishing the work	Written Warning	25%	50%	One Day	
2/22	Extensive use of the company's telephone, Internet email, printer, and scanner for private purposes without permission from the Management	15%	25%	50%	75%	
		In addition to deducting the value of use				
2/23	Reading the newspapers, magazines and other printed materials at work during the official working hours without being required to do so as part of the job duties	20%	50%	One Day	Two Days	Four Days
2/24	Shredding or destroying the announcements or notifications from the company's management	Two Days	Three Days	Four Days	Five Days	
2/25	Using headphones to listen to music during work or listening to the radio and cassette during the working time	50%	One Day	Two Days	Three Days	Five Days
2/26	Playing and getting distracted during work time	10%	15%	20%	25%	One Day
2/27	Gross negligence or negligence at work that may result in serious damages to lives or properties	Two Days	Three Days	Five Days	Contract Termination	
2/28	Downloading movies or other digital content that are not related to work using the company's network, and watching them during working hours through the company's computers or employee devices	Written Warning	25%	50%	75%	
2/29	Excessive use of the company's vehicle for personal use	Written Warning	25%	50%	75%	
2/30	Representing the company on social media or before any other party without obtaining prior approval to do so from the company	Written Warning	25%	50%	75%	
		It is permissible to terminate if the violation results in serious harm				
2/31	Committing a mistake that results in a severe material loss provided that the concerned authorities are informed of the accident within two working days from the date of his/her knowledge of the magnitude of the material loss	Contract Termination				

Third: Violations related to work conduct :

SL.	Type of Violation	Penalty: Deducted percentage is a percentage of daily wage			
		1 st Time	2 nd Time	3 rd Time	4 th Time
3/1	Assault/Abuse by words or referencing to colleagues or subordinates or causing a riot at work, or making threats and intimidations	One Day	Two Days	Three Days	Five Days
		It is permissible to terminate without notice or compensation if the violation results in serious harm			
3/2	Assaulting subordinates or superiors.	Contract Termination			
3/3	Assaulting colleague.	One Day	Two Days	Three Days	Five Days
3/4	Falsehood or fabricating an injury or illness, or an employee wrongfully claiming that he/she was injured during or because of work	One Day	Two Days	Three Days	Five Days
3/5	Refraining from performing a medical test when requested by the company's doctor or refusing to follow medical instructions during treatment	One Day	Two Days	Three Days	Five Days
3/6	Writing of expressions on walls or attaching advertisements	Written Warning	25%	50%	75%
3/7	Refusing inspection upon leaving	25%	50%	One Day	Two Days
3/8	Collecting charity or money without permission	Written Warning	10%	25%	50%
3/9	Failure to deliver the money collected in favor of the company at the specified dates without an acceptable justification	Two Days	Three Days	Five Days	Contract Termination
3/10	Failure to comply with holding an Identification Card at work and during official work hours	Written Warning	10%	25%	50%
3/11	Incitement to an unlawful strike or sit-in inside the workplace	Contract Termination			
3/12	Simple assault on superiors	One Day	Two Days	Three Days	Four Days
3/13	Violating the minimum standards of decency and work ethics at the workplace	Two Days	Three Days	Four Days	Five Days
3/14	Uttering shameful words or engaging in inappropriate behavior	Two Days	Three Days	Four Days	Five Days
3/15	Using speech, actions, or gestures with sexual connotations that touch, expose, or violate one's modesty, through any means, including modern technology.	Contract Termination			

3/16	Being under the influence of alcohol or drugs at work, or committing immoral acts	Contract Termination			
3/17	Violation of policy or minimum standards of morals while being at the clinic or a hospital treating company workers	One Day	Two Days	Three Days	Five Days
3/18	Verbally insulting and disrespecting other religions and the belief of others at work	One Day	Two Days	Three Days	Five Days
3/19	Accepting money or gifts from a person who has an intent of influencing the bribe-taker to carry out any act related to the company's business	Contract Termination			
3/20	Giving money or gifts to one of his/her colleagues with the intention of influencing his/her work to enable the briber to benefit from this behavior with regards to the company's business	Contract Termination			
3/21	Excessive use of consumables or office materials without an acceptable excuse	Written Warning	50%	One Day	Two Days
3/22	Refusal to work overtime	Written Warning	10%	25%	50%
3/23	Leaving confidential and important documents on the office desk, printer, scanner or fax machine	Written Warning	10%	25%	50%
3/24	Unintentionally destroying backup copies of data without permission from the employer	Written Warning	10%	25%	50%
3/25	Intentionally destroying backup copies of data without permission from the employer	Contract Termination			
3/26	Failure to report the occurrence of theft of computers, accessories, or any other equipment belonging to the company	Written Warning	10%	25%	50%
3/27	Failure to disconnect from the company's network and shut down the computer when leaving the office for any reason	Written Warning	10%	25%	50%
3/28	Misuse of company's email	Written Warning	10%	25%	50%
3/29	Concealing, destroying, opening a message, or making it accessible for others. This applies to all kind of messages including post office messages, wireless, electronic and hard copies	Written Warning	10%	25%	50%
3/30	Failure to shut down company computers at the end of official working hours	Written Warning	10%	25%	50%
3/31	Sharing the passwords of the company's computers and systems with other colleagues and/or unauthorized person(s)	Written Warning	50%	75%	One Day
	Engaging & participating on social media using	One Day	Two Days	Three Days	Five Days

3/32	the company's network, computers, or mobile phones, such as expressing political opinions	It is permissible to terminate contract if the violation results in serious harm.			
		One Day	Two Days	Three Days	Five Days
3/33	Conducting unauthorized changes to the company's computer software or programs	It is permissible to terminate contract if the violation results in serious harm.			
		Written Warning	25%	50%	75%
3/34	Exceeding the speeding limit while driving or running a red light using company cars	It is permissible to terminate contract if the violation results in serious harm.			
3/35	Working for others either with or without wage, or working in any other profession during and/or after the end of the working hours	Two Days	Three Days	Termination of contract and the worker shall bear the legal responsibility and the statutory fine if he/she is caught in accordance with the Labor Law.	
3/36	If the worker is convicted in a final judgment for committing a felony or misdemeanor affecting honor, honesty or public morals	Contract Termination			
3/37	If the worker assaults one of the employers or managers, or commits a serious harm to one of the company leaders during or as a result of work	Contract Termination			

Fourth : Violations related to occupational safety and health:

SL.	Type of Violation	Punishment : Deducted percentage is a percentage of daily wage			
		1 st Time	2 nd Time	3 rd Time	4 th Time
4/1	Placing obstacles in front of fire extinguisher, electrical panels, exit doors, or safe passages near the walls	One Day	Two Days	Three Days	Four Days
4/2	Failure to arrange the gas cylinders and leaving them in the sun	One Day	Two Days	Three Days	Four Days
4/3	Tampering with, or unnecessarily using fire fighting equipment and tools (other than in cases of emergency)	One Day	Two Days	Three Days	Four Days
4/4	Entry into unauthorized places for non-specialists	One Day	Two Days	Three Days	Four Days
4/5	Neglecting to carry out evacuation instructions upon hearing a warning alarm	One Day	Two Days	Three Days	Four Days
4/6	Removing or destroying instructions and signs related to occupational safety and health	One Day	Two Days	Three Days	Four Days

4/7	Claiming illness or intentionally causing injury to obtain sick leave	One Day	Two Days	Three Days	Four Days
4/8	Failure to maintain cleanliness in workplaces and corridors	One Day	Two Days	Three Days	Four Days
4/9	Violating the health instructions placed at the workplace	One Day	Two Days	Three Days	Five Days
4/10	Failing to carry or show work identification cards at the company premises throughout the working hours.	Verbal Warning	Written Warning	5%	10%
4/11	Neglecting one's attire or grooming in a manner that harms the company's or its employees' image or reputation.	Verbal Warning	Written Warning	5%	10%

Fifth : Violations related to housing and company facilities:

SL.	Type of Violation	Punishment : Deducted percentage is a percentage of daily wage				
		1 st Time	2 nd Time	3 rd Time	4 th Time	5 th Time
5/1	Allow visitors who are not company's workers to enter the company housing, without prior permission from management	Written Warning	10%	15%	25%	One Day
5/2	Eating in places not designated for this purpose, or storing food incorrectly, or leaving the food	Written Warning	10%	15%	25%	One Day
5/3	Smoking in prohibited areas & specified areas to preserve the safety of the employees and housing	Two Days	Three Days	Five Days	Contract Termination	
5/4	Failure to maintain cleanliness in the company's housing, corridors, and sleeping area	Written Warning	10%	15%	20%	One Day
5/5	s assets,'Negligence in maintaining the company for example but not limited to (refrigerators, washing machines, air conditioners, etc.) or failure to report any defect	Written Warning	One Day	Two Days	Three Days	Four Days
		In addition to deducting the value of the destroyed item or the value of replacement				
5/6	Shredding or damaging the company's announcements or notifications	Two Days	Three Days	Four Days	Five Days	
5/7	Attacking and disobeying the instructions of the building's guard	Verbal Warning	Written Warning	One Day	Two Days	Three Days
5/8	Placing extension and electrical wires externally, which exposes people and housing to fire risk	Verbal Warning	Written Warning	One Day	Two Days	Contract Termination

5/9	Quarrels with colleagues, or causing riots or making threats and intimidating others at company housing	One Day	Two Days	Three Days	Four Days	Five Days
5/10	Writing or posting advertisements or pictures on walls	Written Warning	10%	25%	50%	One Day
5/11	Leaving air conditioners and lights unnecessarily on	Verbal Warning	Written Warning	One Day	Two Days	Three Days

❖ Terms and conditions related to all violations and penalties:

- 1) The penalty shall be strictly in every action that does not include the termination of the employee's service in the schedule of penalties and violations to the point of the termination of the employee's service with reward in the event of repeated violations and the total of the violations is seven violations within 180 days, starting from the first violation's date.
- 2) Without prejudice to the company's documents as a means of proof, the company's workers testimony is considered one of the means of proof.
- 3) In all cases, asking the worker about the violations attributed to him is not considered abuse, insult or defamation.
- 4) The company has the right to issue a warning to the worker who commits a violation that is not mentioned in or refers to its penalty in this regulation; otherwise, the company has the right to grant a reward for any work or achievement not mentioned in or refer to it in this regulation. In addition, the company may refund the fine that may be deducted from the worker's wage based on his direct manager's recommendation. In case the deduction was for a penalty for the first time for a violation of the attendance and departure times, and the worker has demonstrated a commitment to the actual attendance times for three consecutive months without prejudice to the fact that the violation occurred in terms of repetition and its penalty.



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