



### **Labor Regulations**

## Napco Trading and Distribution Company S.P.C Sultanate of Oman

(Branch of the National Napco Company)

### The Company's Profile

Company name	NAPCO Trading and Distribution Company S.P.C
Company owner	Napco National Company, Commercial Registration No. 2050000435 Kingdom of Saudi Arabia
Commercial Registry No.	1391605
Managing Director	Bechara Abdo Bouassi
Head Office address	Sultanate of Oman - Muscat - Azaiba - Bowsher
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<sup>\*</sup> The approved name is placed in the commercial register. In the rest of the texts of the regulations, the first word of the name is sufficient, such as the institution, clinic, hospital, or center, for example, if the word "establishment" is not used in the entire list, as long as the meaning of that is clarified under Article No. (2) of these regulations.

### Introduction

These regulations were issued in implementation of the provisions of Article (28) of the Omani Labor Law issued by Royal Decree No. (35/2003) on 26/04/2003 AD. These regulations aim to regulate the relationship between the company and its employees in a way that achieves the public interest and the interest of both parties, so that each of them is aware of his affairs and is aware of his rights and duties.

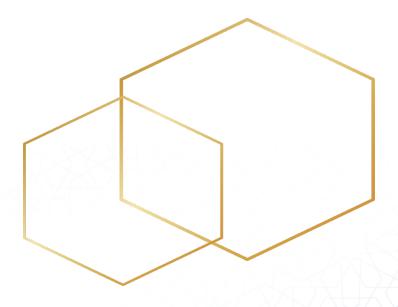


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### **Chapter One General Provisions**



### **Chapter One: General Provisions**

### Article (1):

The provisions of these regulations apply to all employees of the company, male and female, present or who join the work in the future at its head office and in its affiliated branches and offices within the Sultanate of Oman.

### Article (2):

Unless the context requires another meaning, the following terms and expressions, wherever they appear in these Regulations, shall have the meanings indicated opposite each of them as follows: The Company: NAPCO Trading and Distribution Company.

Labor Law: It means the Labor Law promulgated by the Royal Decree No. 35/2003 AD and its amendments and the ministerial decisions issued in implementation thereof in respect of matters not mentioned in these regulations.

Implementing regulations: The Implementing regulations of the Omani Labor Law.

Bylaws: Bylaws regulating the work of the company.

The Management: means the business owner or the director in charge on his behalf or the administrative body of the company.

Chairman: means the CEO of the company. CEO

The authority holder: The Director General or his authorized representative.

Worker: Every natural person who works for the interest of the company and under its management or supervision in exchange for a wage, whether male or female.

Basic wage: It is all that is given to the worker in exchange for his work under a written contract, regardless of the type of wage or the method of its performance, in addition to the periodic bonuses.

Comprehensive wage: The basic wage plus the due increments, annual bonuses, and fixed benefits that are decided for the worker in return for the effort he exerts at work, or the risks he is exposed to in

performing his work, or that are decided for the worker in exchange for work under the employment contract, which are fixed and unchanging allowances.

Remuneration: means the comprehensive remuneration.

Fixed Benefits: They are the allowances that are paid to the worker in return for the effort he puts into work and are decided for the worker in return for work according to the employment contract and are limited to (housing allowance, housing maintenance allowance and transportation allowance). They are not affected by the nature of the work, the work area, or the economic conditions, and they are paid to the worker according to the classification of his job grade according to the company's internal policies and the company's benefits list.

Variable Benefits: These are the allowances and rewards that are related to the nature of work or a specific job or the functional tasks assigned to the worker, or related to the work area, or related to the general economic situation or the financial position of the company, which by their nature changes according to the change in the nature of the work, the general economic situation, or the financial position of the company, for example but not limited to (work nature allowance, mobile phone allowance, cost of living allowance, social assistance allowance, annual bonus, production bonus, sales bonus and incentives).

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

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

### Article (3):

The month is considered to have 30 days, and in all cases all periods and dates stipulated in these regulations are calculated according to the Gregorian calendar, unless otherwise stipulated.

### Article (4):

The provisions of these regulations and all amendments to them are considered an integral part of the employment contract that the company draws up with its workers, without contradicting the provisions and conditions that are better for the worker contained in the contract.



### Article (5):

The provisions of the Labor Law promulgated by the Royal Decree No. 35/2003 AD and its amendments, and the ministerial decisions issued in implementation thereof shall apply to matters not provided for in these regulations.

### Article (6):

The company has the right to introduce amendments to the provisions of these regulations whenever necessary, provided that they are approved by the Ministry of Labor.

### Article (7):

The company informs the worker upon contracting of the provisions of these regulations, and this is stipulated in the employment contract, and the worker is subject to them by approving them just because he joins the work. The provisions of these regulations shall not prejudice the acquired rights that workers may have.

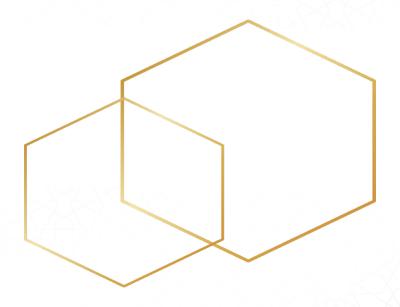
### Article (8):

The company shall place these regulations in a prominent place or on its website www.napconational.com after its approval by the Ministry of Labor.

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## Chapter Two Employment and Employment Contract



### **Chapter Two: Employment**

### Article (9):

The following are required to be employed in the company:

- 1) The job applicant must possess the academic qualifications and experience required for the job, subject of the employment.
- 2) He must be medically fit for the job he is applying for based on a medical certificate from the authority specified by the company in the Sultanate, or from a doctor to whom the company entrusts this task in the country from which the worker was recruited, in addition to other medical criteria that may be decided to be presented.
- 3) He must successfully pass any tests or personal interviews required by the job that the company may decide.

In cases subject to its discretion, the company may exempt Omani workers from the above conditions if the work interest so requires.

### Article (10):

The applicant to work for the company must submit the following documents:

- 1) A copy of the national identity card, if he is an Omani citizen.
- 2) A copy of the residence permit, work permit and passport, if non-Omani.
- 3) A certified copy of his academic qualifications and practical experience.
- 4) A medical certificate proving his medical fitness from a body to be determined by the company.
- 5) Three (3) recent personal photos, size 4/6 cm.
- 6) Certificate of absence of prior crimes against honor and trust "when needed".



7) A service certificate from the worker from his last employer, "if any".

All these documents shall be kept in the paper or electronic worker service file.

### Article (11):

Upon commencing work, the worker shall sign the following declarations:

- 1) A declaration that he has read the labor regulations and the penalties and rewards of the company and his knowledge of their provisions with due diligence.
- 2) A declaration and undertaking 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 indicating the place of residence, his marital status, and his fixed address with which he is contacted in all cases. He also undertakes to notify the company in case of a change in the place of residence, address and means of communication.
- 5) A declaration of commitment to the company's code of ethics and work conduct.

### Article (12):

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



### **Chapter Two: The Employment Contract**

### Article (13):

The worker is employed according to an employment contract issued in writing or electronically in Arabic in two copies approved by both contracting parties, one of which is delivered to the worker and the other is deposited in his service file with the company. If it is written in a language other than Arabic, at least one copy written in Arabic should be attached. If the worker does not know how to read and write or is unfamiliar with the language of the contract, the contract must be ratified by the legally competent authority, and in all cases the contract must include what is stipulated in the provisions of Article (23) of the Labor Law.

### Article (14):

In cases of necessity, the Omani worker may be assigned a job that is not substantially different from the work agreed upon, provided that this is on a temporary basis and for a period not exceeding (15) days a year, provided that the necessary procedures are taken regarding changing the profession in the work permit when necessary for the foreign worker.

### Article (15):

The employment contract is valid and produces all its effects from the date of the worker's actual commencement of work, unless agreed upon in the contract on another date.

### Article (16):

The worker who works for the company is considered appointed under probation for a period of three months, unless it is expressly and in writing stipulated in the employment contract that he is confirmed in the job immediately upon joining the work, and the probationary period is clearly specified in his employment contract. Sickness leaves, holidays and other official leaves are not included in calculating the probationary period.

### Article (17):

The company or the worker may terminate the contract during the probationary period due to inappropriateness after notifying the other party of at least seven days.



### Article (18):

The company has the right to transfer the worker whenever there is a need for that, and the employee's signature on it in the contract is deemed as a prior approval. The worker may not be assigned to work that is fundamentally different from the work agreed upon without his written consent, except in cases of necessity that may be required by accidental circumstances and for a period not exceeding 15 days a year.

### Article (19):

The worker may be transferred, after his written consent, from his original place of work to any branch of the company under the same working conditions that were agreed upon, unless the transfer results in serious harm to the worker and there is no legitimate reason for it.

### Article (20):

The transferred worker shall be 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 at the request of the worker.

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### Chapter Three The Wages (Remuneration)



### **Chapter Three: Wages (Remuneration)**

### Article (21):

Workers are employed in jobs with specific titles and specifications, and the worker receives the wage agreed upon in the employment contract. Note that the minimum wage for Omani workers is 225 Omani riyals, and that the total monthly allowances (housing, transportation, other) are not less than 100 Omani riyals.

### Article (22):

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

- 1) Workers who are paid a monthly wage are paid their wages at least once every Gregorian month on the first day of the following month.
- 2) If the wage is by piece and the work requires a period of more than two weeks, the worker must receive every week a payment on account commensurate with the work he has completed, and the remainder of the wage shall be paid to him in full during the week following the completion of the work assigned to him.
- 3) The worker whose service is terminated by the company shall pay his wages and all dues within a maximum of one week from the date of termination of his service.
- 4) The worker who leaves work on his own will pay his wages and all dues within a period not exceeding two weeks from the date of leaving work.
- 5) The wages for the additional hours, if any, shall be paid with the monthly wage.

### Article (23):

If the payment day coincides with the weekly rest day or an official holiday, the payment shall be made on the previous working day.



### Article (24):

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

### Article (25):

The worker may authorize whomever he deems appropriate to collect his wages or entitlements by virtue of a legitimate power of attorney or a written authorization signed by him and attested by the company's director.

### Article (26):

Taking into consideration the provisions of Articles No. (58) and (59) of the Labor Law, the following amounts shall be deducted from the worker's wages:

- 1) The equivalent of wages for the period of authorized absence without pay or wages for unauthorized absence.
- 2) Deductions required by the company's savings system, "if any".
- 3) Fines imposed due to violations committed by the worker, as well as amounts deducted for damages.
- 4) Refund of advances and loans that the company lends to the worker.
- 5) Collecting the price of materials purchased by the worker or services provided to him from the company's private facilities, if any.
- 6) Taxes and fees that the government may impose on wages.
- 7) Set-off in case of service termination.
- 8) Social insurance contributions due from the worker.
- 9) The entitlements incurred by the worker as a result of breach of trust, without prejudice to other disciplinary penalties that fall on him as a result.

10) Renting housing in the company's facilities, "if any".

11)Other deductions agreed upon by both parties within the scope of the provisions of the Labor

Law.

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## Chapter Four Performance Reports, Bonuses and Promotions



### **Chapter Four: Performance Reports, Bonuses and Promotions**

### Reports:

### Article (27):

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 proficiency (efficiency).
- 2) Productivity.
- 3) The behavior of the worker and the extent of his cooperation with his superiors, colleagues and clients of the company.
- 4) Consistency and commitment.
- 5) The extent to which the worker adheres to the company's instructions and respects the company's internal regulations and policies.
- 6) Dedication to work and the spirit of creativity and innovation.
- 7) Taking initiative in what serves the work.

### Article (28):

The line manager prepares the reports and then presents them to the authorized person to take the appropriate decision.

### Article (29):

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

- 1 Performance does not fully meet the specified goals/standards "Poor"
- 2 Performance does not meet the stated goals/standards "Acceptable"

- 3 Performance meets targets/standards "Good"
- 4 Performance meets and exceeds the set goals/standards successfully "Very Good"
- 5 Performance meets and significantly exceeds set targets/standards "Excellent"

### Article (30):

The worker shall be briefed on the report upon its approval and shall be given an opportunity to discuss it. He shall have the right to file a grievance against this report in accordance with the grievance rules stipulated in these regulations.

### Allowances:

### Article (31):

The allowances, bonuses, gratuities, monthly, quarterly or annual grants are granted in light of the company's financial position according to its changing standards and at its sole discretion. If they are approved, they shall be distributed among the workers who fulfill the conditions for their eligibility, in varying proportions, in light of the periodic evaluation reports prepared according to the internal policies.

### Article (32):

- 1) The worker is eligible to be entitled to the periodic bonus when he gets in his periodic report at least a "very good" rating (performance corresponds to the set goals/standards and passes them successfully) after the lapse of one year and six months from the date of joining the service or from the date of obtaining the previous bonus.
- 2) The company's management may grant the worker an exceptional bonus in accordance with the controls it sets in this regard.

Without prejudice to any better advantage for the Omani worker, the minimum periodic bonus shall be (3%) of the basic wage due on the first of January of each year.



For the worker to be entitled to the periodic bonus, the following is required:

- His service period is not less than (6) six months with the employer.
- The should not have received a (poor) rating in the annual performance report.

### **Promotions:**

### Article (33):

The worker is eligible for promotion to a higher position when he fulfills the following conditions:

- 1) The presence of a vacancy in the higher position.
- 2) Availability of qualifications to fill the position to which the candidate is being promoted.
- 3) Obtaining the rating of "Performance meets and significantly exceeds set objectives/standards" in the latest 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 (34):

If the conditions for promotion to a higher position are met in more than one worker, the differentiation for promotion is as follows:

- 1) The one with the highest grade.
- 2) The holder of training courses or scientific certificates.
- 3) Seniority.
- 4) The eldest.



### Article (35):

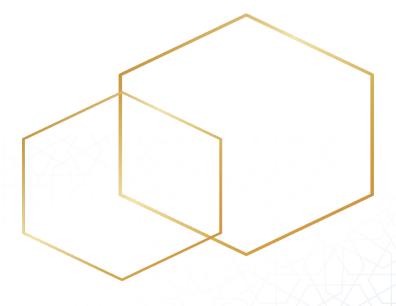
An annual report is issued for each worker, in which he explains the extent of his productive efficiency, his cooperation with his colleagues, his activity, his biography, his behavior, and everything related to his work relationship on the basis of the periodic reports submitted on the worker by his superiors.

### Article (36):

The promotion shall be by a decision of the company's management according to the work conditions and competencies available in the company and the rules that are determined for the worker's nomination and justifications, and promotions are not an acquired right on a regular basis. The Director General of the company may conduct them in accordance with the work conditions and the general budget approved by the company's directors based on a proposal from the line manager.

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## Chapter Five Accommodation - Assignment - Benefits and Allowances



### Chapter Five: Accommodation - Assignment - Benefits and

### **Allowances**

### Article (37):

The obligation to spend the accommodation of the worker or members of his family is determined according to the following controls:

- 1) At the beginning of the contract from the country in which the contract was concluded or from which the worker was brought to the place of work, whether the contract was concluded inside or outside the Sultanate of Oman, according to what is agreed upon in the employment contract.
- 2) When the worker's service ends due to a legitimate reason and his request to return to the place where the contract was concluded or from which he was recruited in accordance with the Labor Law.
- 3) When the worker enjoys his annual leave, his transportation 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 country if he is not fit for work or if he wishes to return without a legitimate reason, or if he commits a violation that leads to his deportation according to an administrative decision issued by the government authorities or a court judgment.

### Article (38):

The worker who is delegated to perform work outside his place of work, according to a written assignment decision from the authority holder, is entitled to the following:

- 1) He shall be provided with the necessary means of transportation from his place of work to the place of his assignment and vice versa, or a cash consideration shall be paid.
- 2) He is paid a assignment allowance in return for the actual costs incurred by him for housing, food, internal transportation, and so on, unless the company secures them for him. 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 internal policies of the company.

### Article (39):

The expenses referred to in the previous article are calculated from the time the worker leaves his place of work until the time he returns, according to the period specified for him by the company.

### Article (40):

The company disburses fixed allowances and benefits in accordance with what was agreed upon in the employment contract, as follows:

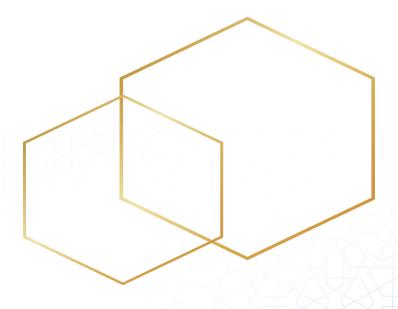
- 1) The company shall disburse the worker a cash housing allowance amounting to the equivalent of two months' salary of the basic wage, unless it provides housing in kind, provided that this is expressly stated in the employment contract, and the company has the sole authority to determine the mechanism and time for fulfilling it.
- 2) The company shall disburse the worker a transportation allowance in accordance with the internal policies of the company, unless it secures a suitable means of transportation, provided that this is expressly stipulated in the employment contract, and the company, by its sole will, has the authority to determine the mechanism for fulfilling it and the time for that.

### Article (41):

The company spends allowances, benefits, rewards and incentives related directly or indirectly to the nature of the work, the work area, the financial position of the company, or the economic situation, which by their nature change according to the change in the nature of work or the general economic situation or the financial position of the company. They include, but are not limited to (a work nature allowance, a mobile phone allowance, a cost of living allowance, a social assistance allowance, the annual bonus, a production bonus allowance, a sales bonus allowance) and do not take the character of permanence and the worker is not entitled to consider it an acquired right, as these benefits are variable in nature according to the internal policies of the company.

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### Chapter Six Work and Rest Days and Hours



### **Chapter Six: Work and Rest Days and Hours**

### Article (42):

The working days are five days a week, and Friday and Saturday are the weekly rest days with full pay for all workers. The company may replace these days for some or all of its employees with other days of the week.

### Article (43):

Working hours are nine hours per day in accordance with the provisions of Article (68) of the Omani Labor Law.

### Article (44):

The arrival of workers to and their departure from workplaces at the specified times shall be in accordance with the schedules that shall be announced by placing them in prominent places on the work sites or the electronic network. These schedules must include the start and end times of working hours, and if the work is carried out by shifts, the start and end times of the working hours of each shift must be indicated.

### Article (45):

In the schedules referred to in Article (44) above, it is taken into consideration that the worker does not work for more than six consecutive hours without a period of rest, prayer and food that is 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 (46):

Workers' entry to and departure from their work sites must be from the designated places.

### Article (47):

The worker must prove his attendance and departure in the clock, "fingerprint devices", or the register prepared for this purpose, or by any other means specified by the company in accordance with the internal policies.



### Article (48):

The worker must comply with the inspection of him, his vehicle and his equipment whenever he is requested to do so.

### Article (49):

Any work assigned to the worker after normal working hours or on feast days and holidays stipulated in these regulations shall be considered overtime work. The assignment of overtime work is based on a written order issued by the responsible authority in the company stating the number of additional hours worked by the assigned worker and the number of days required for that in accordance with what is stipulated in Article (70) of the Omani Labor Law, provided that the worker agrees in writing to overtime.

### Article (50):

The company shall pay the worker for additional working hours an additional wage as stipulated in Article (70) of the Labor Law.

### Article (51):

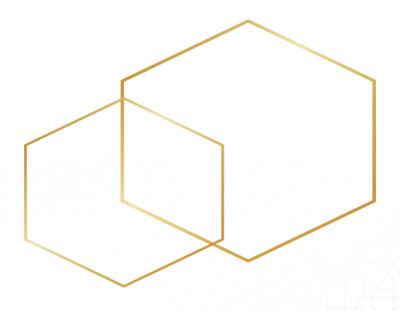
The provisions of Articles (49) and (50) of these regulations do not apply to the following cases:

- 1) Persons occupying high positions of responsibility in management and direction, if such positions are such that their occupants enjoy the powers of the employer over the workers.
- 2) The preparatory or complementary works that must be completed before or after starting work.
- 3) Work that is necessarily intermittent.
- 4) Workers designated for guarding and cleaning, with the exception of civil security guard workers.
- 5) Workers under a remote employment contract.

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### Chapter Seven Leaves and Absence from Work



### **Chapter Eight: Leaves and Absences from Work**

### **Annual Leave**

### Article (52):

For each year of service, the worker shall be entitled to an annual leave with full pay of no less than (30) calendar days. He is not allowed to take the usual leave before the expiration of at least six months from the date of his joining the work, and he is entitled to an emergency leave with comprehensive pay for a period of six days throughout the year to face any emergency circumstance.

### Article (53):

It is permissible to agree in the employment contract on an annual leave that exceeds what is stated in the previous article.

### Article (54):

The company determines the dates for the workers to enjoy their annual leave in accordance with the requirements of the work, taking into consideration the desire of the worker to determine the date of his leave whenever possible, and the decision of the company in this regard is final.

### Article (55):

The company may pay the worker the basic wage for the days of annual leave that he did not obtain, if the worker agrees in writing in accordance with Article No. (62) of the Omani Labor Law.

### Article (56):

When taking leave, the worker signs a declaration stating the start date of the leave and the address of the place where he spends his leave.

### Article (57):

The company shall pay the worker the wages for the annual leave days in advance upon his request, and the leave wages shall be calculated according to the last wage he received.



### Article (58):

The worker shall be entitled to his wages for the days of leave due if he leaves the work before enjoying it, for the period for which he did not take his leave. He is also entitled to leave pay for fractions of the year in proportion to what he spent thereof at work, and the last basic wage that the worker used to receive is taken as the basis for calculating the wage for these leaves.

### Article (59):

The company may, with the approval of the worker, cut off his annual leave and resume work if the extreme necessity of the work so requires. In this case, the company shall bear the return ticket allowance for him when he is outside the city of the place of work, and the worker has the right to enjoy the rest of his leave in the same year or postpone it for the following year.

### Article (60):

The company provides the non-Omani worker and his family members with a travel ticket from his place of work to the main country of arrival and vice versa, according to the provisions of the employment contract and the internal policies of the company. In all cases, it is required that the company approve in advance of the family members covered by the provisions of this article, on the condition that they reside with him.

### Article (61):

The worker shall return to his place of work on the working day following the last day of his annual leave. If he fails to return, the days of his absence shall be deemed leave without pay. This does not prejudice the right of the company to terminate the contract without bonus and without prior notification when the provisions of Paragraph (4) of Article (40) of the Omani Labor Law are available.

### Feast and Holiday Leaves:

### Article (62):

The worker is entitled to leave with comprehensive pay for the holidays and occasions to be determined by a decision of the Minister. If the official holiday falls on the scheduled weekly rest day, he shall be compensated for it with another day.



### **Special Leaves:**

### Article (63):

The worker has the right to leave with comprehensive pay in the following cases:

- 1) Three (work) days: in case of his marriage, and it shall not be given to him more than once throughout the period of his service.
- 2) Three (calendar) days: in case of the death of a son, daughter, wife, mother, father, grandfather, grandmother, brother or sister.
- 3) Two (calendar) days: in case of the death of an uncle or aunt.

If the worker does not use these leaves when they are due, he is not entitled to claim that this leave be added to his annual leave days, nor is he entitled to claim the cash equivalent or delay benefiting from it. The company has the right to request documents that support these cases.

### The Emergency Leave:

### Article (64):

The worker may, with the approval of the company, obtain a leave without pay that they agree to specify, and the employment contract is considered suspended during the period of leave that exceeds twenty days, unless the two parties agree otherwise.

### Article (65):

1) A working woman has the right to maternity leave with comprehensive pay for a period of fifty days, not more than three times throughout her service with the company.

- 2) A Muslim working woman whose husband dies according to a death certificate issued by an official authority has the right to leave with full pay for a period of not less than four months and ten days from the actual date of death.
- 3) A non-Muslim working woman whose husband dies is entitled to leave with full pay for a period of fifteen days.

### The Sickness Leave:

### Article (66):

A worker whose illness is proven by a medical certificate issued by the company's doctor or a medical reference approved by it is entitled to a sickness leave that does not exceed ten weeks in total during one year (One year means the year starting from the date of the first sickness leave), according to Article (66) of the Labor Law, whether separate or continuous. The management has the right to assign a doctor of its choice to verify the validity of the report submitted by the worker. In case of dispute, the matter is referred to the medical committee provided for in Article (43) of this law, and it is granted as follows:

- 1) The first and second weeks with comprehensive pay.
- 2) The third and fourth weeks with three quarters of the gross wage.
- 3) The fifth and sixth weeks with half the comprehensive wage.
- 4) Weeks from the seventh to the tenth with a quarter of the comprehensive wage.

The licenses granted for the purpose of performing additional complementary plastic surgeries are excluded from the provisions of this article. A sick worker may deplete his annual leave balance, in addition to the sickness leave he is entitled to.

### Article (67):

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



to start his work unless the company doctor or the approved health reference decides that he has recovered from his illness and is able to start his work and that there is no danger to him from performing the work and there is no harm from it from mixing with his colleagues at work.

### Pilgrimage (Haj) Leave:

### Article (68):

The Muslim worker has the right to obtain paid leave of no less than fifteen days to perform the Hajj for one time throughout his service period. To be entitled to this leave, the worker must have spent at least one continuous year working for the company. The company may determine the number of workers who are granted this leave annually, according to the requirements of the work, in a way that guarantees the proper functioning of work for the company.

### **Study Leave:**

### Article (69):

The company grants the Omani worker who is pursuing his training or educational attainment a leave with comprehensive pay for a period of fifteen days to take the exam for an unrepealed year, the duration of which is determined by the number of actual exam days, but if the examination is for a repeat year, the worker shall have the right to a leave without pay to perform the examination. The worker must apply for a leave at least fifteen days prior to its due date. The worker shall be deprived of the wages for this leave if it is proven that he did not perform the examination, without prejudice to disciplinary accountability.

### **General Provisions on Leaves:**

### Article (70):

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

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# Chapter Eight Prevention, Safety, Levels of Medical Aid, Medical Care, Work Injuries and Occupational Diseases



# Chapter Eight: Prevention, Safety, Levels of Medical Aid, Medical Care, Work Injuries and Occupational Diseases

#### **Prevention and Safety:**

#### Article (71):

Seeking to protect workers from the dangers and diseases resulting from work and the company's belief in the importance of the human element, which is the main pillar in the production process, and the need to provide a healthy and safe work environment for workers, the company provides all means and tools of occupational safety and health, and the company takes the following measures:

- 1) Advertising in prominent places about work hazards, means of protection against them, and instructions to be followed.
- 2) Prohibition of smoking in the advertised workplaces.
- 3) Securing fire extinguishers and keeping them always usable, and preparing exits for escape in emergency situations.
- 4) Keeping workplaces in a state of complete cleanliness with the provision of disinfectants.
- 5) Providing safe water for drinking and washing.
- 6) Providing toilets at the required sanitary level.
- 7) Training workers on the use of safety and prevention tools provided by the company.
- 8) Providing the necessary means of protection, including safety shoes, glasses, protective masks, headphones, and protective clothing, in compliance with health norms and protection from hazardous conditions.

#### Article (72):

The company provides its workers with preventive and curative health care in accordance with the levels determined by the Minister, taking into consideration what is provided by the cooperative health regulation.

#### **Work Injuries and Occupational Diseases:**

#### Article (73):

The worker who sustains a work injury or an occupational disease shall inform his line manager or management as soon as he is able, and he may refer to a doctor directly whenever his condition requires that.

#### Article (74):

The doctor specialized in treating workers shall initiate the notification to the management of any phenomena indicating the emergence of any occupational or epidemic disease among the workers.

#### Article (75):

The worker who sustains a work injury or an occupational or contagious disease must comply with the medical care required by the company. He must also submit periodic medical reports on his condition from the company's doctor or another doctor accredited by it, provided that he obtains the company's approval to bear the expenses for that.

#### Article (76):

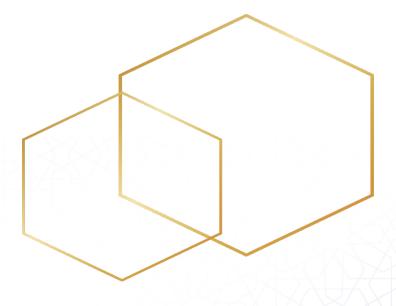
The company contributes on behalf of all workers in the occupational hazards branch in accordance with the Social Insurance Law.

#### Article (77):

In the case of work injuries and occupational diseases, the provisions of the Occupational Hazards Branch of the Social Insurance Law shall be applied.



# Chapter Nine Duties and Prohibitions



# **Chapter Nine: Duties and Prohibitions**

#### The Company's Duties:

#### Article (78):

The company is committed to the following:

- 1) Treating its workers in a manner that reflects its interest in their conditions and interests, and refraining from any word or action that harms their dignity or religion.
- 2) Giving workers the necessary time to exercise their rights stipulated in these regulations without prejudice to their wages.
- 3) Facilitating for the employees of the competent authorities every task related to inspection or control and supervision of the proper application of the provisions of the Labor Law and the regulations and decisions issued pursuant thereto and giving the competent authorities all the necessary information requested from them for this purpose.
- 4) Paying the worker his wages at the time and place determined by the contract or custom, taking into consideration the requirements of the relevant regulations.
- 5) If the worker appears to carry out his work during the daily period required by the employment contract, or declares that he is ready to carry out his work during this period, and nothing prevents him from working except for a reason attributable to the employer, he is entitled to receive wages for the period during which he does not perform work.

- 6) The company, its agent, or any person who has authority over the workers must tighten control by not allowing any substance prohibited by Sharia or law to enter the workplace. Whoever has these articles shall be subject to in addition to Sharia penalties deterrent administrative penalties stipulated in the schedule of violations and penalties.
- 7) Granting the worker an electronic magnetic service card.

#### **Workers Duties:**

#### Article (79):

The worker is obligated to the following:

- 1) Compliance with work-related instructions and orders, unless they contain anything contrary to the provisions of the employment contract, public order, or public morals, or expose to danger.
- 2) Maintaining the working hours.
- 3) Refraining from accepting any rewards, gifts or commissions from people with whom the company deals.
- 4) Carrying out his work as required under the supervision of the direct director and according to his directives.
- 5) Taking care of the machines and tools placed at his disposal and maintaining them and the company's property, and carrying out the required maintenance operations for them.
- 6) The workers who work on a machine must clean it daily and must adhere to the regular maintenance instructions assigned to them by the management, according to the latter's instructions and at the specified time.

- 7) In case of a defect in the machines, equipment, or machines, workers may not tamper with them or attempt to repair them, but must notify the head of the department or the concerned engineer immediately to take the necessary action.
- 8) Commitment to good conduct and behavior, working to prevail the spirit of cooperation between him and his colleagues, obeying his superiors, and being keen to satisfy the company's customers within the scope of his competence and within the limits of the law.
- 9) Providing all aid or assistance in emergency cases or dangers that threaten 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 knowledge due to the work of his position and not to keep for himself the original of any of the papers related to the work, including papers for entering tenders or auctions, as well as not to disclose any information related to wages and bonuses.
- 11) Refraining from exploiting his work in the company for the purpose of realizing profit or personal benefit for himself or for others at the expense of the company's interest, or engaging in any form whatsoever in business competing with the business of the company, individually or jointly with others.
- 12) Not to initiate a contractual relationship with the company, directly or indirectly, unilaterally, or jointly with others without a written permission from the company's president.
- 13) 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 financing agencies.
- 14) Not to engage in any other work outside the scope of his work, whether with or without pay, with any other entity. In addition, the worker may not engage in any activity contrary to the interest of



the company, or perform similar work in another company, under penalty of legal penalties, which may reach the termination of his services. In addition, every worker must preserve the company's financial, administrative, marketing, production and legal secrets, and undertakes not to disclose, sell, market or use them.

- 15) If the worker leaves the company for any reason, he is prohibited from working within a year for his personal account or with any competing or dealing company with the company within the same field of work that he did for the company.
- 16) All employees of the company are obligated to follow the policy of using social media, electronic programs and social networks (for example, but not limited to: Facebook YouTube Linkedin Twitter WhatsApp Yahoo Mail ... etc.). They are prohibited from using them to discuss or present any internal issues related to the system and workflow of the company or any of its branches, such as wages, organization of work, and all internal administrative matters in the company, whether positively or negatively.
- 17) It is prohibited to defame or insult the reputation of shareholders, the Chairman and members of the Board of Directors, the CEO of the company, the sister companies, the company, any of its branches, or the management or any of the company's employees, consultants, customers, suppliers, or anyone who has a business relationship with the company, whether by deed, by word of mouth, in writing, or through social media.
- 18) Notifying the company of any change in his marital status or place of residence within a maximum of one week from the date of the change.
- 19) Compliance with the instructions, regulations, customs and traditions applicable in the country.
- 20) Not to receive visitors in the workplace other than the company's workers and clients.

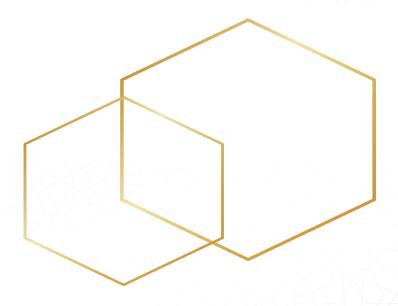


- 21) Not receiving visitors in the company's residence other than the company's workers without permission from the management.
- 22) Not using the company's tools and equipment for private purposes.
- 23) Workers are prohibited from sleeping, loitering, or being distracted in the workplace, and they are also prohibited from eating and drinking soft drinks during work, unless the management permits it.
- 24) It is prohibited for the worker to smoke all kinds of electronic cigarettes and the like inside the company and all its facilities and in the company's private residence. It is also prohibited to carry matches and lighters inside factories and warehouses.
- 25) Workers must maintain respect, honesty and sincerity towards their superiors.
- 26) Workers are prohibited from discussing among themselves or with third parties, either directly or via telephone or the Internet, any political, sectarian, sectarian, ethnic, tribal or national issues within the company's premises and within the scope of their work.
- 27) It is prohibited for workers to bring into the company's campus immoral pictures or drawings of any kind. It is also forbidden to write on walls of any kind, to utter obscene phrases, or to sing in the workplace.
- 28) All factory workers or those whose work nature requires them to wear the uniform and adhere to that.
- 29) No one is allowed to enter or remove any package or package or anything else without the knowledge or written permission of the management, and he must be subject to inspection upon entry and exit.

- 30) The workers must abide by the written and verbal instructions issued by the management directly through the electronic network or through their direct supervisor. They must comply with these instructions without objection, disobedience, or delay, as they are binding on all workers. The management may also issue verbal instructions that require their implementation and obedience, as long as they are not contrary to public order.
- 31) Workers are prohibited from collecting subsidies, money, or donations without permission and for any reason, whether for associations, organizations, private projects, or for religious, social, or political goals...etc.
- 32) Workers are prohibited from distributing leaflets or organizing meetings inside the company's headquarters without the management's approval.
- 33) Workers are prohibited from instigating the violation of written and verbal orders and instructions related to work.
- 34) All workers must maintain general cleanliness in the company's facilities and all workplaces, food, bathrooms and the company's housing.
- 35) All property belonging to the company's residence must be preserved, and all property is considered to be in the residence, including but not limited to furniture, mattresses, appliances, washing machines, refrigerators...etc. in the custody of the workers who live in the residential unit, and he is obligated to hand it over upon vacating the residence, as he received it in good condition.
- 36) All employees are obligated to follow the instructions of the management regarding the procedures for saving information on the computer (Back Up), as the stored information is the property of the company and not personal property.

- 37) It is prohibited to quarrel between colleagues or to cause riots in the workplace or because of it, or to threaten, intimidate or intimidate.
- 38) It is strictly forbidden to contact customers or engage with them in conversations and discussions unless the worker 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 exchange for services provided by him, in addition to direct or indirect commissions through his family, relatives or friends. Commissions and discounts received are the property of the company only, and the worker personally bears all legal responsibility.
- 39) Commercial operations between workers within the company's campus, for example, buying or selling or loans (clothes chains watches ... etc.) are prohibited.
- 40) Not using the computer and the information stored on it, the Internet, e-mail, printing and sending files, and using a graphics printer (PLOTTER), scanners machines, a computer printer or (USB) except in the scope of work.
- 41) Workers are prohibited from leaving work without the written permission of the responsible director or his representative in sequence except in emergency cases (i.e. sudden accidents, illnesses or death).
- 42) Workers must remain in the workplace and do the work assigned to them, and it is forbidden for them to do so.

# Chapter Ten Social and Cultural Services



## **Chapter Ten: Social Services**

Article (80):

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

Article (81):

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

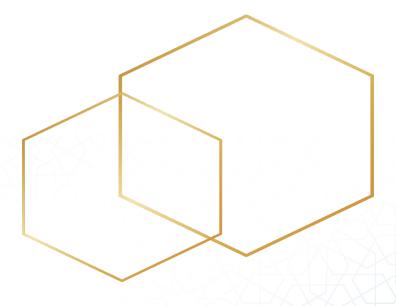
#### Article (82):

- 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 that take place under the auspices of the company, provided that this does not conflict with 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 emergency circumstances, which are estimated by the company. These allowances do not have a permanent character, and the workers are not entitled to consider them an acquired right, and they are not counted within the end-of-service compensation.

#### Article (83):

The wages for the month in which the worker died shall be paid to his heirs in full.

# **Chapter Eleven Grievance**



## **Chapter Eleven: Grievance**

#### Article (84):

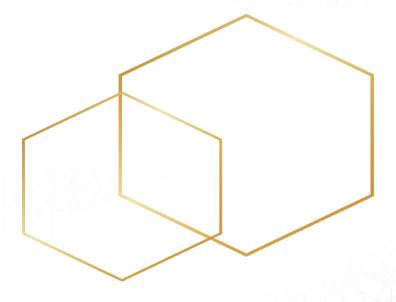
Without prejudice to the worker's right to resort to the competent administrative or judicial authorities, he has the right to complain about the decision issued to impose the penalty within three days from the date of his notification of the penalty decision. The grievance shall be submitted to the source of the decision, provided that the grievance shall be decided within seven working days from the date of its submission. The grievance shall also be submitted to the company's management by the act or procedure complained of, taking into consideration the administrative hierarchy at work, and the worker shall not be harmed by submitting his grievance.

#### Article (85):

#### Stages of Submitting the Grievance:

- 1. The worker must first submit his grievance to his direct supervisor, provided that it is answered within two working days.
- 2. If the worker is not answered by his direct supervisor, or his response is not convincing to the worker, then the worker has the right to submit his grievance to the Director of Human Resources, provided that a response is received within two days.
- 3. If the human resources director did not respond to the worker, or his response was not convincing to the worker, then the worker has the right to submit his grievance to the company's Director General, provided that he receives a response within three days.
- 4. Seven days after the expiration of the grievance period specified in the law, the worker may resort to the competent department in the Ministry of Labor, if no response was received or the response was not convincing. The worker must submit his grievance in writing and it must be based on specific facts.

# **Chapter Twelve End of Service**



# **Chapter Twelve: End of Service**

#### Article (86):

The worker's service ends in the following cases:

- 1) If both parties agree to end it, provided that the worker's consent 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 the Labor Law it shall continue for its term.
- 3) Based on the will of one of the parties in contracts of indefinite duration.
- 4) When the worker reaches the retirement age, which is sixty years for both sexes, unless both parties agree to continue working after this age. The retirement age may be reduced in cases of early retirement as stipulated in the work regulation. If the employment contract is for a definite period, and its duration extends beyond the retirement age, the contract shall be terminated with the expiry of its term.
- 5) Force majeure.
- 6) Closing down the facility permanently.
- 7) Closing down the activity in which the worker works, unless otherwise agreed upon.
- 8) Any other case stipulated by another law.

#### Article (87):

In cases where the provisions of the Labor Law require termination or rescinding of the employment contract, a notification must be sent to the party.

The other shall take the following into consideration:

- 1) The notification must be in writing or electronically through e-mail or text messages on the mobile phone.
- 2) That the notice be delivered at the workplace and the party to whom the notice is to be signed with an indication of the date of receipt.
- 3) If the worker is not present at the place of work or the party to whom the notification is addressed refuses to receive or refuses to sign, the notification shall be sent to him by registered letter to his address recorded in his file or sent to his e-mail or text message on his mobile phone or the last known address with the company.
- 4) If the worker fails to provide the company with a correct mailing address or refuses to receive any notice or warning, the notice or warning shall be substituted for the flag by sticking the notice or warning on the company's bulletin board or circulating it via the electronic network or send it by e-mail, and the effects of this notification are considered productive to its legal effects.
- 5) In all cases, a copy of the notification or the worker's acknowledgment of receipt shall be kept in his file.

#### Article (88):

The company shall return to the worker upon termination of his service, and at his request, his special documents deposited in his service file. The company shall also give the worker the certificate of service stipulated in the Labor Law without any consideration.

#### Article (89):

If the work relationship ends, the worker who does not benefit from the provisions of the Social Insurance Law shall be entitled to a reward for his period of service equivalent to fifteen days' wages for each year of service for the first three years, and one month's wages for each of the following years. The worker is entitled to the reward for fractions of the year in proportion to the period he spent in

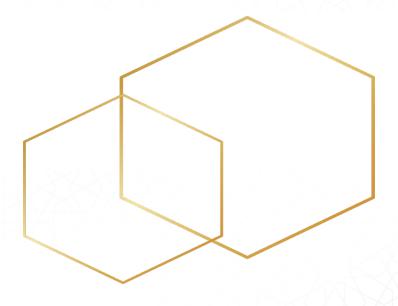


service, and the last basic wage is taken to calculate the reward, and that reward is not calculated if the service period is less than one year.

#### Article (90):

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

# Chapter Thirteen Rewards



# **Chapter Thirteen: Rewards**

#### Article (91):

Rewards are granted to workers who prove activity, sincerity and efficiency in a way that leads to increased production or who perform exceptional work in addition to their regular work and within the limits of their competence or those who introduce new methods and organizations at work that lead to raising efficiency and productive capacity or reducing costs or workers who ward off danger or ward off imminent damage to the company or its workers, provided that this includes rewarding the worker morally or financially, or both.

#### Article (92):

The performance reports stipulated in these regulations shall be considered as the basis for granting the remuneration stipulated in those regulations.

#### Article (93):

#### Bonuses are classified as follows:

#### First: Moral rewards:

- 1. Book of praise and appreciation.
- 2. Granting additional leave without pay and is not considered service-breaking.

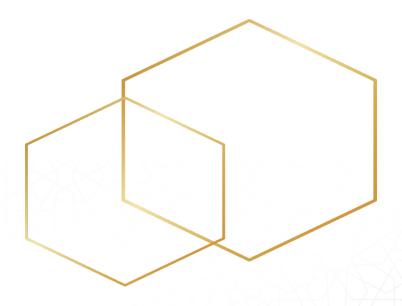
#### Second: Material Rewards:

- 1. Bonuses and exceptional promotions in accordance with the internal policies of the company.
- 2. Production bonuses according to the company's internal policies.
- 3. Extra tips.
- 4. Invention bonuses.
- 5. Excellence rewards.

#### Article (94):

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

# Chapter Fourteen Violations and Penalties



## **Chapter Fourteen: Violations and Penalties**

#### Article (95):

The worker commits one of the acts listed in the schedule of violations and penalties attached to these regulations, which is an integral part of it.

#### Article (96):

The penalties that may be imposed on the worker are:

#### 1) Notice:

It is a verbal or written reminder addressed to the worker by his direct supervisor, in which he refers to the violation he committed and asks him to observe order and abide by the rules followed to perform his job duties and not to repeat them in the future.

#### 2) Warning:

It is a written or electronic letter sent by the company to the worker, explaining the type of violation he committed, while drawing his attention to the possibility of being subjected to a more severe penalty in case of the continuation of the violation or its recurrence in the future.

#### 3) Deductions:

- 1. Deduction a percentage of the wage within the limits of part of the daily wage.
- 2. A deduction from wages ranging between wages of one and five days per month as a maximum.

#### 4) Suspension from work without pay:

It is to prevent the worker from carrying out his work during a certain period, while depriving him of his wages during this period, provided that the period of suspension does not exceed five days in one month.

#### 5) Deprivation of Promotion or Periodic Bonus:

Deprivation of promotion, periodic bonus, or some grants and rewards, or postponing that for a maximum period of one year from the date on which it is due or obtained.

#### 6) Dismissal from service with bonus:

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

#### 7) Dismissal from service without bonus:

It is the termination of the worker's employment contract without bonus or compensation for committing one or more acts stipulated in Article (40) of the Labor Law or stipulated for this penalty under the sanctions list.

#### Article (97):

Every worker who commits any of the violations listed in the schedule of violations and penalties referred to in Chapter Seventeen of these bylaws shall be punished with the penalty indicated next to the violation he committed. The penalty imposed on the worker must be commensurate with the type and extent of the violation committed by him.

#### Article (98):

The authority to impose the penalties stipulated in these regulations shall be by the Director General of the company or whomever he authorizes, and he may replace the penalty prescribed for any violation, if it is committed for the first time, with a lighter penalty.

#### Article (99):

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



#### Article (100):

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

#### Article (101):

More than one penalty may not be imposed on a single violation, just as it is not permissible to combine deduction of part of the worker's wage with any other penalty by deduction from the wage.

#### Article (102):

The company does 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, hearing his statements, investigating his defense, or submitting the objection electronically. The special notification provisions referred to in Article (87) of these bylaws shall be observed. The interrogation may be verbal in minor violations, the penalty imposed on the perpetrator does not exceed a warning or a fine of not more than one day's wages, provided that it is recorded in the record.

#### Article (103):

Without prejudice to the provisions of Article (40) of the Labor Law, the company may not impose any penalty on the worker for an act he committed outside the workplace, unless it is directly related to the nature of his work, the company, or its responsible director.

#### Article (104):

The disciplinary accountability of the worker shall lapse fifteen days after the discovery of the violation without the company taking any investigation procedures in this regard.

#### Article (105):

The company may not impose the penalties stipulated in these regulations if more than thirty days have passed since the date on which the violation was proven.

#### Article (106):

The company shall notify the worker in writing of the penalties imposed on him, their type and amount, and the penalty to which he is exposed in case of a repeat violation. If the worker refuses to receive the notification or refuses to sign with a note, it shall be sent to him by registered mail to his fixed address in his service file, and the special notification provisions referred to in Article (87) of these regulations shall be observed.

#### Article (107):

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

#### Article (108):

The provisions of the previous articles do not prejudice the right of the company to terminate the employment contract in accordance with the provisions of Articles (40) and (43) of the Labor Law.



# Chapter Fifteen Special Provisions for the Employment of Women



## **Chapter Fifteen: Special Provisions for the Employment of Women**

#### **Maternity Leave:**

#### Article (109):

The company bears the expenses of the medical examination, treatment and childbirth expenses in accordance with the health insurance system.

#### Article (110):

The female worker in the first months of pregnancy must notify the company to conduct a periodic medical examination on her, decide on the necessary treatment and determine the likely date of giving birth.

#### Article (111):

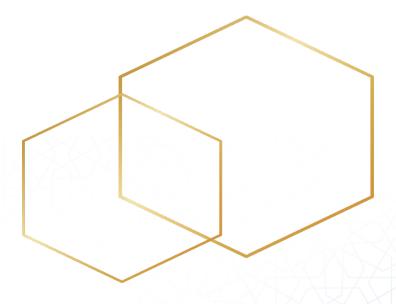
When determining the period of breastfeeding, the company takes into consideration the desire and circumstances of the worker, as far as possible. The female worker must adhere to the schedule organized for this, provided that the total does not exceed an hour and a half per day, and this period or periods is calculated from the actual working hours.

#### **Article (112):**

The company is a place for workers to rest, and working women must be modest in dress and appearance, and adhere to the customs and traditions observed in the country.



# **Chapter Sixteen Final Provisions**



# **Chapter Sixteen: Final Provisions**

#### Article (113):

The company prepares a classification for workers according to their occupational categories, guided by the occupational classification guide for the Arab Gulf countries, or any classification for the Sultanate prepared by the Ministry of Manpower.

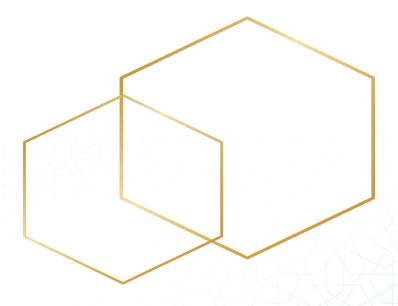
#### Article (114):

The provisions of these regulations shall be implemented against the company as of the date of its notification of the Ministerial Resolution issued for its approval, provided that they shall apply to the workers as of the day following its announcement.

#### Article (115):

The regulations shall be announced by placing them in a conspicuous place in the workplace within a maximum of one week from the date of notification of the ministerial decision referred to in the previous article, or on the company's website: www.napconational.com.

# Chapter Seventeen Table of Violations and Penalties



# **Chapter Seventeen: Table of Violations and Penalties**

## First: Violations Related to Work Hours:

	Type of Violation	The Penalty (the deducted % is from daily wage)					
S		1st Time	2 <sup>nd</sup> Time	3 <sup>rd</sup> Time	4 <sup>th</sup> Time	Notes	
	Late attendance for work up to (15) minutes without permission or an acceptable excuse if this does not result in the disruption of other workers.	Written Warning	5%	10%	20%		
2	Late attendance for work up to (15) minutes without permission or an acceptable excuse if this results in the disruption of other workers.	Written Warning	15%	25%	50%		
3	Late attendance for work for (15-30) minutes without permission or an acceptable excuse if this does not result in the disruption of other workers.	10%	15%	25%	50%		
4	Late attendance for work for (15-30) minutes without permission or an acceptable excuse if this resulted in the disruption of other workers.	15%	25%	50%	One day		
5	Late attendance for work for (30-60) minutes without permission or an acceptable excuse if this does not result in the disruption of other workers.	25%	50%	75%	One day		
6	Late attendance for work for (30-60) minutes without permission or an acceptable excuse if this resulted in the disruption of other workers.	50%	75%	One day	One & ½ day		
7	Late attendance for work for more than one hour without permission or an acceptable excuse whether or not this resulted in the disruption of other workers.	considered to enter, wages f imposing	The worker may be prevented from entering and considered absent without permission, or allowed to enter, provided that he is deprived of the wages for the hours of delay, in addition to imposing the penalty prescribed for absence without permission for the first time.				
8	Leaving work or leaving before the date without permission or an acceptable excuse not exceeding (15) minutes.	Written Warning	10%	25%	One day		
9	Leaving work or leaving before the date without permission or an acceptable excuse not exceeding (15) minutes.	Written Warning	10%	25%	One day		
10	Staying in the workplace or returning to it after the end of work hours without justification	Written Warning	10%	25%	One day		
11	Absence without a written permission or	25%	50%	One day	Two days	VX	
	accepted excuse for one day within the single contractual year.	Plus the	e deduction o	of the absenc	e period		



12	Absence without a legitimate reason or accepted excuse for 7 consecutive days within the single contractual year.	Dismissal without payment of end-of-service settlement or compensation in accordance with Paragraph No. 4 of Article 40 of the Omani Labor Law
13	Intermittent absence without a legitimate reason for more than 10 days within the single contractual year.	Dismissal without end-of-service settlement gratuity or compensation, provided that it is preceded by a written warning after absence for a period of five days in accordance with Paragraph No. 4 of Article 40 of the Omani Labor Law.

## Second: Related to Work Organization:

	Time of Minlesting	The Penalty (the deducted % is from daily wage)						
S	Type of Violation	1 <sup>st</sup> Time	2 <sup>nd</sup> Time	3 <sup>rd</sup> Time	4 <sup>th</sup> Time	Notes		
1	Unjustified presence in a place other than the workplace designated for the worker during office hours.	25%	50%	One day	Two days			
2	Receiving visitors in matters other than the business's activities in the workplace, without permission from the management.	25%	50%	One day	Two days			
3	Eating in the workplace, other than the place prepared for it, or not during rest times	25%	50%	One day	Two days	) > A >		
4	Sleeping during worktime	25%	50%	One day	Two days			
5	Sleeping in situations that require constant vigilance	One day	Three days	Five days	Termination with end of service settlement			
6	Tampering the record of attendance and departure	50%	One day	Two days	Three days			
7	Failure to obey normal work orders or non- implementation of work instructions that are posted in a conspicuous place	50%	One day	Two days	Three days			
8	Not implementing work instructions	One day	Two days	Three days	Five days			
9	Defamation of the reputation of the partners, the company, one of its subsidiaries, management, consultants, customers or suppliers, whether by act, word or writing.	50%	One day	Two days	Three days			
10	Not signing pledges and declarations of all kinds (pledge not to receive parcels - acknowledgment of receiving a computer - informing the department head of the password).	Written Warning	15%	20%	25%	One day		

11	Contacting and dealing with customers without authorization or a request from the company, engaging in unauthorized discussions and dealings, and accepting gifts and rewards.	Termination with end of service settlement				
12	Practicing business or the employee having any interest in business or contracting related to his job without the knowledge or permission of the administration	One day	Two days	Three days	Five days	
13	The worker unjustly interferes in any work not within his competence or not entrusted to him	50%	One day	Two days	Three days	
14	Exiting or entering from a place other than the designated place	25%	50%	One day	Two days	
15	Extensive use of the company's telephone for private matters, use of the Internet and e-mail, printing of private files, and the use of scanning for private purposes without the permission of the management	One day	Two days	Three days	Five days	
16	Use of raw materials or machines for special purposes	One day	Two days	Three days	Five days	
17	Intentional reduction of production or negligence that leads to its lack of quality	One day	Two days	Three days	Five days	
18	Gross negligence or recklessness in work that may result in serious harm to life or property	One day	Two days	Three days	Five days	
19	Reading newspapers, magazines and other publications in the workplace during official working hours without being required by the duties of the job	20%	50%	One day	Two days	
20	Tearing or destroying advertisements or reports of the company's management	50%	One day	Two days	Three days	
21	Playing and being distracted while working	10%	15%	20%	25%	X

## Third: Violations Related to the Worker's Conduct:

C	Torre of Mishadian	The	Penalty (the o	leducted % is	from daily wa	ige)
5	Type of Violation	1 <sup>st</sup> Time	2 <sup>nd</sup> Time	3 <sup>rd</sup> Time	4 <sup>th</sup> Time	Notes
1	Assault by words or references to bosses, co- workers or directors or making chaos in the	Two days	Three days	Four days	Five days	
	workplace.		TAM!			

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2	Pretending illness, or the worker's false claim that he was injured during work or because of it to obtain a sickness leave	One day	Two days	Three days	Five days	
3	Refraining from conducting a medical examination when requesting the establishment's physician, or refusing to follow medical instructions during treatment.	One day	Two days	Three days	Five days	
4	Writing on the walls or placing advertisements.	50%	One day	Two days	Three days	
5	Refusing the inspection when leaving.	One day	Two days	Three days	Five days	
6	Collecting subsidy or money without permission	Written Warning	25%	50%	One day	
7	Not to deliver the money collected to the company's account on the specified dates without acceptable justification.	Two days	Three days	Five days	Termination with end of service settlement	
8	Quarrelling with co-workers, riots in the workplace, intimidation and threatening.	One day	Two days	Three days	Five days	
9	Incitement to an illegal strike or sit-in inside the workplace that causes serious harm to the workplace or the workers, Paragraph No. (3) of Article No. 40 of the Labor Law.	Termination with end of service settlement				
10	Exiting the worker based on fitness or dignity of the job in the workplace	Two days	Three days	Four days	Five days	
11	Saying words that offend modesty, doing any inappropriate behavior, affecting customs and traditions, or not respecting the religion or belief of others while working.	One day	Two days	Three days	Five days	
12	Presence of the worker at work in a state of drunkenness, under the influence of a drug or committing immoral acts	Termination with end of service settlement				
13	Accepting money or gifts from a person with the intention of influencing the briber to carry out any act related to the company's business.	Termination with end of service settlement				
14	Giving money or gifts to one of his co-workers in the company with the intention of affecting his work to enable the briber to benefit from this behavior in relation to the company's business.	Termina	ation with end	d of service se	ettlement	



## Fourth: Occupational Safety and Health Violations:

	Tuna of Vislation	The Penalty (the deducted % is from daily wage)						
S	Type of Violation	1 <sup>st</sup> Time	2 <sup>nd</sup> Time	3 <sup>rd</sup> Time	4 <sup>th</sup> Time	Notes		
1	Tampering with firefighting equipment and supplies or using them unnecessarily (other than emergency situations)	One day	Two days	Three days	Four days	y y		
2	Entering unauthorized places for non- professionals	25%	50%	One day	Two days			
3	Lack of care in implementing evacuation instructions upon hearing the evacuation warning	One day	Two days	Three days	Five days			
4	Violation of the health instructions posted in the workplace or the instructions of the Occupational Safety and Health Department	75%	One day	Two days	Three days			
5	Removing or tearing instructions or instructions for occupational safety and health	One day	Two days	Three days	Five days			
6	Smoking in prohibited and declared places to preserve the safety of the workers and the company, carrying matchboxes and lighters and use them within the company and in places other than those designated for smoking.	Two days	Three days	Five days	Termination with end of service settlement	<del>(</del>		
7	Negligence or negligence in the work that may result in damage to the health or safety of the workers or to the materials, tools and devices.	One day	Two days	Three days	Five days			
8	Not maintaining cleanliness in the workplace and corridors.	Written Warning	10%	15%	20%			

## Fifth: Violations related to the Company's Housing and Facilities:

S	Type of Violation	The Penalty (the deducted % is from daily wage)					
		1st Time	2 <sup>nd</sup> Time	3 <sup>rd</sup> Time	4 <sup>th</sup> Time	Notes	
1	Receiving visitors who are not company workers in the accommodation without prior permission from the management	Written Warning	10%	15%	25%		
2	Eating in a place other than the place prepared for it, or storing it in the wrong way, or leaving it without removing it	Written Warning	10%	15%	25%		

3	Smoking in the prohibited and announced places to maintain the safety of workers and housing	2 days	3 days	5 days	Terminatio n with end of service settlement	
4	Failure to maintain cleanliness in living quarters, corridors and sleeping places	Written Warning	10%	15%	20%	
X	Negligence in maintaining the company's assets in the residence, for example, but not limited to	Written Warning	1 day	2 days	3 days	
5	(refrigerators, washing machines, air conditioners, etc.), or failure to take care of them, or failure to report any defect.	Plus deduct	replacement			
6	Tearing or damaging the company's management announcements or notifications	50%	1 day	2 days	3 days	
7	Attacking and not obeying the instructions of the building guard	1 day	2 days	3 days	4 days	
8	Extension of electrical wires externally, which exposes people and housing to a fire risk	1 day	2 days	3 days	4 days	
9	Quarrels with co-workers, riots in housing, threats, intimidation and intimidation	1 day	2 days	3 days	4 days	
10	Writing a phrase on the walls or pasting advertisements or pictures	Written Warning	10%	25%	50%	
11	Leaving the air conditioners and lights on without the need for them	Verbal Warning	Written Warning	1 day	2 days	
12	Not placing shoes in their designated places	Verbal Warning	Written Warning	1 day	2 days	

#### Special Provisions for all Violations and Penalties:

- 1) The penalty shall be intensified in everything that the penalty for dismissal is not mentioned in the Table of Violations and Penalties to the degree of dismissal with the reward in case of a repeat violation and a total of seven violations within one hundred and eighty (180) days starting from the date of first violation.
- 2) Without prejudice to the company's documents as a means of proof, the certificate of employees of the company is considered one of the effective means of proofs.



- 3) In all cases, asking the worker about the violations attributed to him is not considered as insulting or slander.
- 4) The company may issue a warning to the worker who commits a violation that is not mentioned or punished in these Regulations. The company is also entitled to award a reward for work or achievement not mentioned in these Regulations. The company may refund the fine that is deducted from the worker's wages based on the recommendation of his Line Manager if the deduction was a penalty for the first time for a violation of the attendance and leave dates, and the worker then showed a commitment to the actual attendance dates for three consecutive months, without prejudice to the fact that the violation occurred in terms of repetition and its penalties.

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