

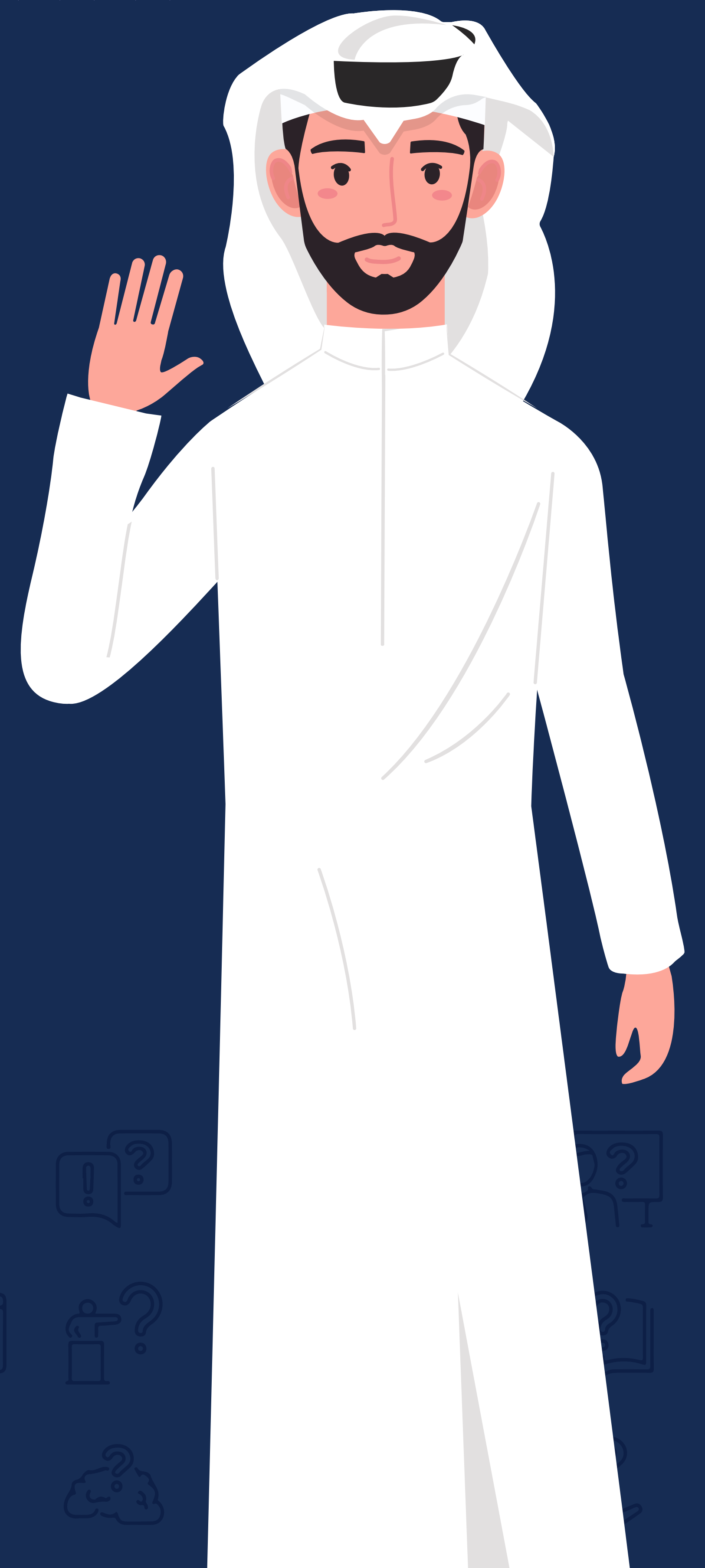
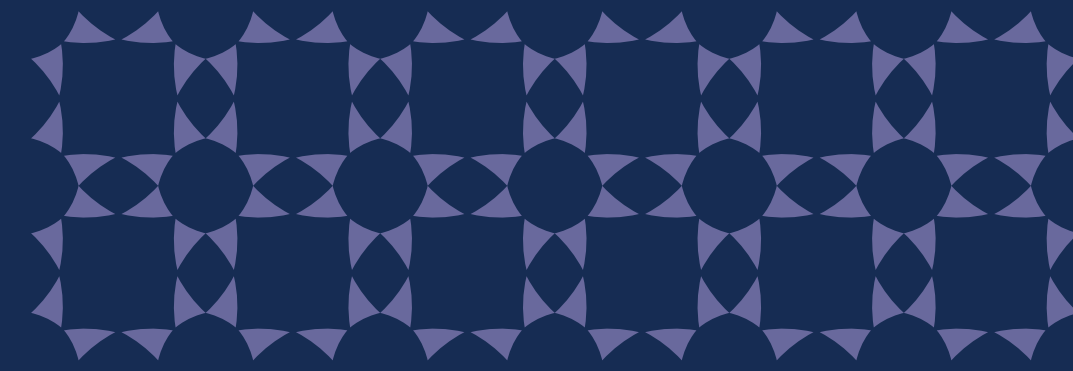


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questions  
and answers

on law no. 36 of 2012 promulgating the labour  
law for the private sector

This booklet is designed to raise awareness and provide guidance to individuals interested in Labour Law in the Private Sector. However, it should not be construed as a replacement for the Private Sector Labour Law, nor does it obviate the necessity of consulting this Law and its associated official resolutions, and Bahrain Chamber of Commerce and Industry does not bear any legal responsibility for this.



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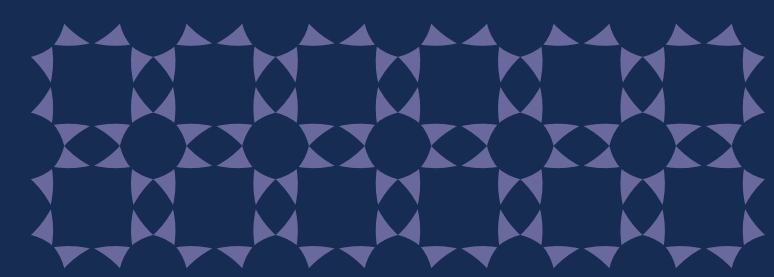
Issued by Bahrain Chamber of Commerce and Industry  
Legal Affairs Department



Question

## 01

Who are the individuals not covered by the provisions of the Labour Law?



The provisions of this Law shall not be applicable to:

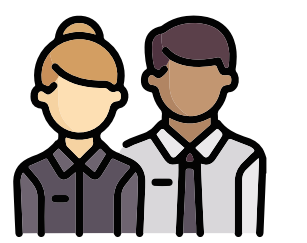


Government employees.

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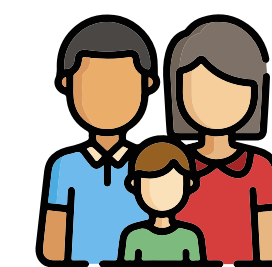
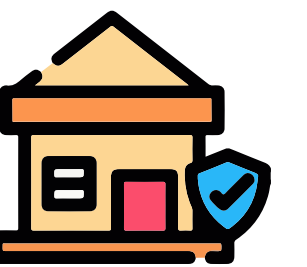
Public corporate entities which are subject to the regulations of the civil or military service or a special legal system governing the employment relationship.



Save as provided in Articles (2) bis, (6), (19), (20), (21), (37), (38), (40), (46), (48), (49), (58), (116), (183), and (185) and Parts Twelve and Thirteen of this Law, the provisions of this Law shall not apply to the following persons:

1

Domestic servants and gardeners, house security guards, nannies, drivers and cooks for carrying out their job duties for the benefit of an employer or his relatives.



An employer's family members who are actually supported by him.

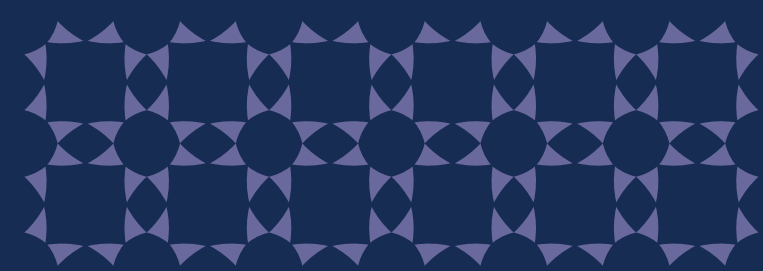
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(Article 2)

Question

## 02

**What process shall the employer adhere to in the event that a worker leaves documents, certificates or items with the employer?**



An employer shall deliver to a worker a receipt in consideration of what is deposited with the employer. Upon the termination of the contract of employment, an employer shall return to the worker whatever has been deposited with such employer immediately upon request.

(Article 12)

Question

# 03

Is the employer required to provide the worker with a certificate that includes the data requested regarding its employment?



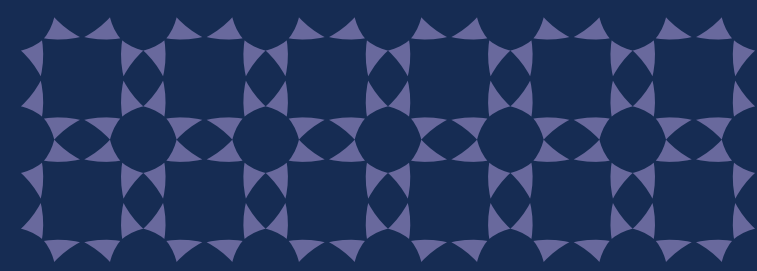
During the continuance of the contract of employment or upon its termination, an employer shall give to a worker a certificate containing requested information related to their work, such as the date of employment, type of job, wage, benefits, experience, date and reason for termination of the contract of employment.

(Article 13)

Question

## 04

How does the employer ensure the worker is aware of the regulations, decisions, and rules that shall be prominently displayed at the workplace?



A worker's knowledge of any regulations, resolutions, bye-laws or such other rules required by law shall be confirmed as required by law by displaying them in a prominent place of the work premises, such as work regulations, regulations for employment of women, disciplinary regulations, safety instructions, the necessary guidance related to the work hazards and means of protection against them, a table showing the hours of work, rest period, and the weekly day of rest if an employer delivers to the worker a copy thereof upon obtaining his signature evidencing receipt thereof.

(Articles 14, 36, 55, 74, 107, 166)

Question

## 05

Is it mandatory for the employer to secure approval for the establishment's regulation and the disciplinary regulations from the Ministry responsible for Labour Affairs in the Private Sector?

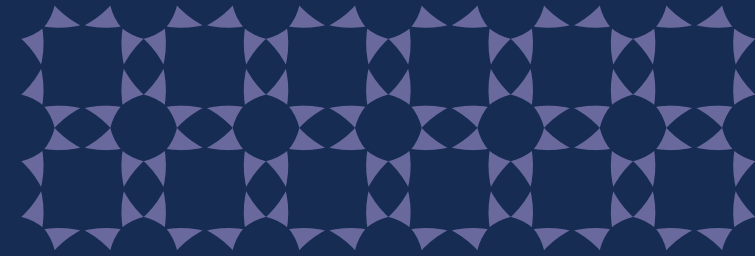


For ensuring the effectiveness of the establishment's basic regulation and the disciplinary regulations, they shall be approved by the Ministry. If the Ministry does not approve or expresses any objection to such regulations within 30 days from the date of submitting them, they shall be deemed effective from the expiry date of such period.

(Article 74)

Question

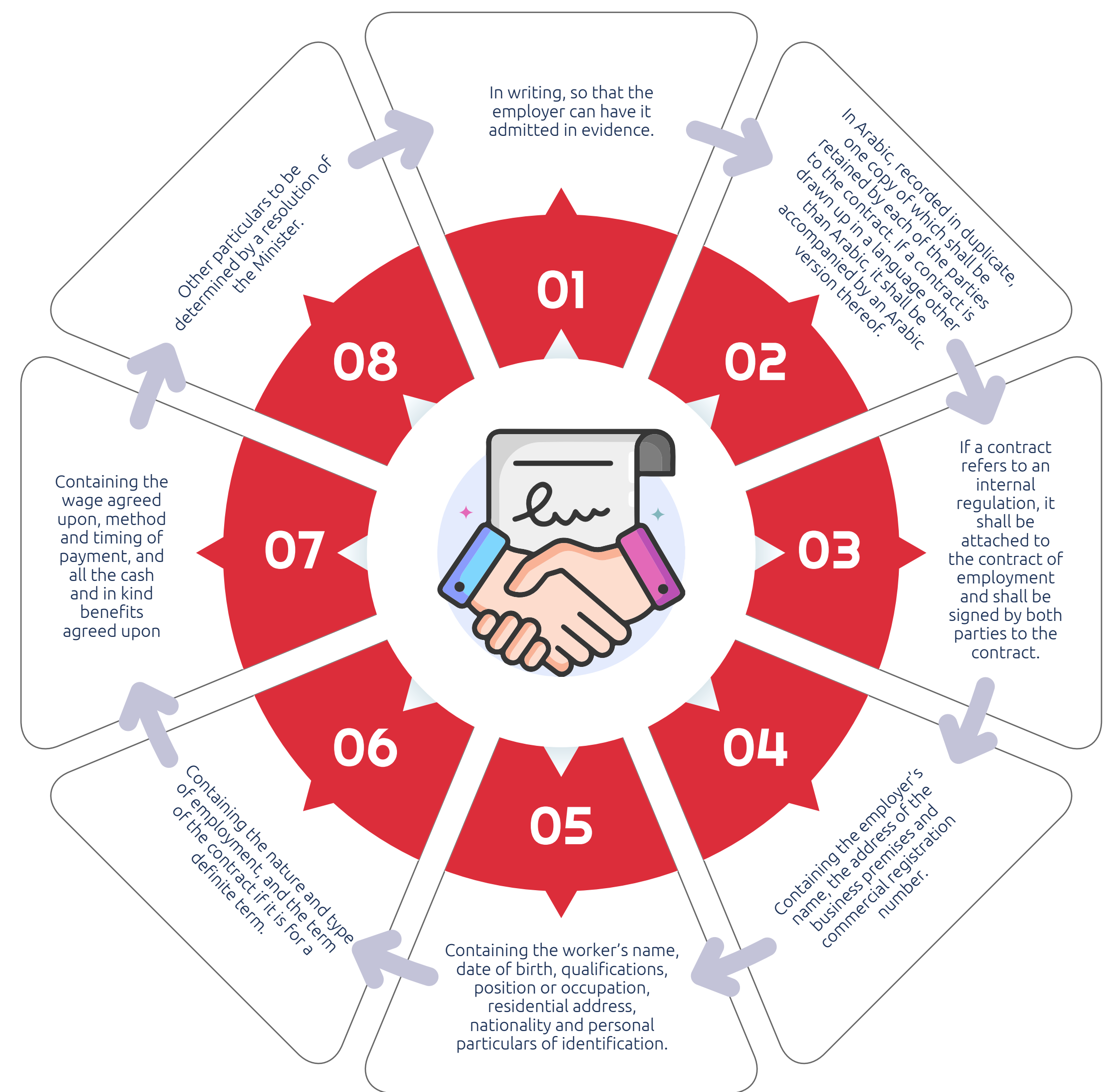
# 06



## What terms and details shall be included in the contract of employment?



A contract of employment shall be:



(Articles 19, 20)

Question

# 07

Is it permissible for the employer to employ the worker under a probationary period?



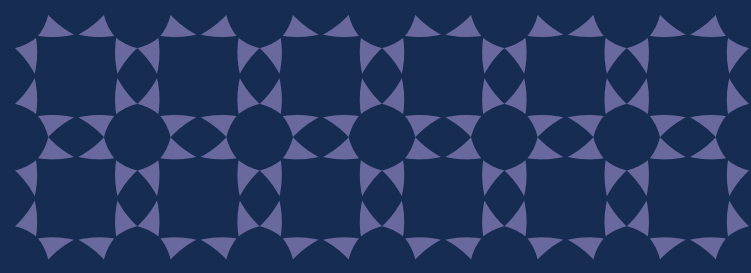
A worker may be employed under a probationary period if expressly provided for in the contract of employment, provided that the probationary period shall not be more than 3 months.

(Article 21)

Question

## 08

Is it permissible for the employer to assign to a worker work other than that previously agreed upon?



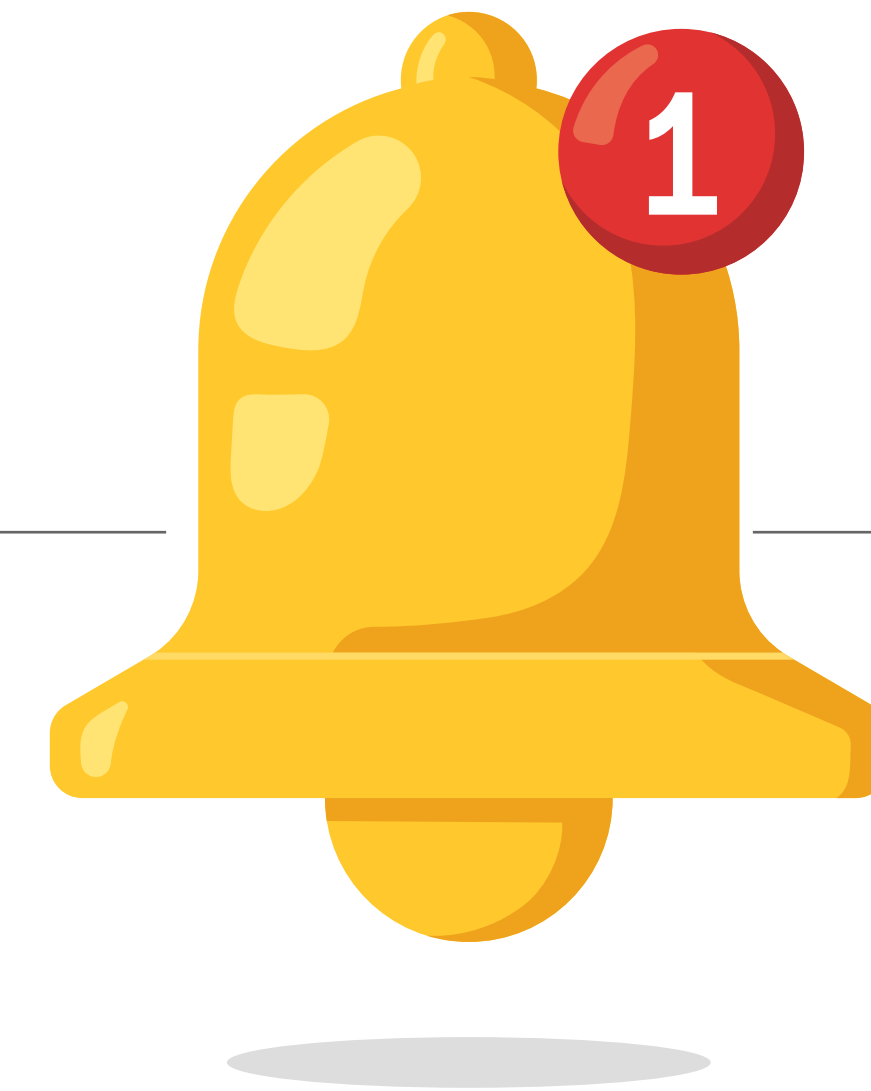
An employer may assign to a worker work other than that previously agreed upon, provided that it does not differ basically therefrom and is not intended to prejudice the worker's rights. An employer may train and qualify the worker to perform different job duties from the work originally agreed upon to keep in line of technological development in the establishment, provided that notice shall be given to the concerned Ministry and the relevant trade union.

(Article 22)

Question

## 09

Is it permissible for the employer to stipulate a non-competition clause for the worker after the termination of the contract?



If a worker's job allows him to be acquainted with the employer's customers or to have access to confidential business information, the employer may include in the contract a non-competition clause that the two parties agree that the worker shall not, upon the termination of the contract, compete with the employer nor participate in any project that is competitive thereto. Such agreement shall be valid after fulfilling the conditions that the worker must have been eighteen years of age at the time the contract was concluded, and that non-competition clause shall be limited as to time for a period not exceeding one year after the termination of the employment contract and shall be limited in terms of place and type of work to the protection of the employer's legitimate interests.

(Article 73)

Question

# 10

How is the worker's wage fixed?



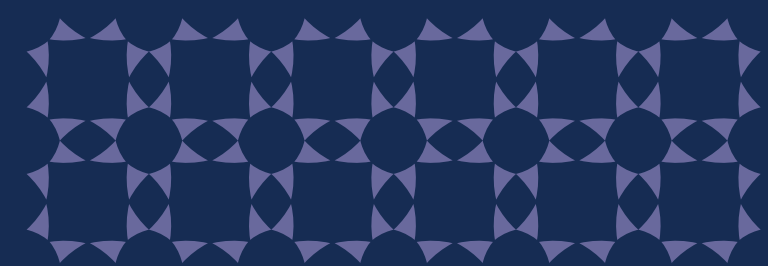
A worker's wage shall be fixed according to an employment contract or the employment regulations in the establishment. If the wage is not fixed by any of the aforesaid methods, a worker shall be entitled to wage at a similar rate, if any, otherwise the wage shall be estimated according to the professional practice in the field in which the job duties are performed. If there is no such custom and practice, the competent court shall estimate the wage due to the worker according to the requirement of justice. A worker's wage may be calculated by the hour, day, week, month, piece-rate or production, provided that there is an express provision to this effect in the contract of employment.

(Articles 37, 38)

## Question

## 11

**How does the employer pay the wages payable to the worker?**



An employer shall fulfil the obligation of paying the wages payable to the worker in a timely manner, through means of payment by entities licensed by the Central Bank of Bahrain, and shall be paid in the Bahraini currency, and an agreement may be concluded for payment thereof in a legally available foreign currency.



If the employment relationship is terminated, a worker shall be paid his wages due thereto immediately unless the worker has left his employment of his own initiative, in which case the employer shall pay the worker's wage within a period not exceeding 7 days from the date he left his job.

(Articles 40, 46)

Question

# 12

Is the employer required to compensate the worker if he delays the payment of wages?



The employer shall compensate the worker at the rate of 6% per annum for the wage whose payment has been delayed for a period of 6 months or less from the date of entitlement to the wage. Such percentage shall be increased at the rate of 1% for each month's delay thereafter up to a maximum of 12% per annum in respect of such wage.

(Article 40)

Question

## 13

Is it permissible for an employer to deduct from a worker's wage in repayment of a loan?



An employer may deduct from the wage of a worker in repayment of a loan that it may have lent during the continuance of the contract, provided that the deduction does not exceed 10% of the wage. However, in respect of loans granted for the building of accommodations, such deduction from the worker's wage may be increased to a proportion which shall not exceed 25% of the wage, provided that the worker shall confirm its prior agreement in writing to such deduction. The employer shall be entitled to charge the worker the actual administrative fees and charges due for a loan; and if a worker terminates its employment before repayment of a loan, the employer shall be entitled to deduct the loan amount or the balance remaining thereof from the worker's entitlements.

(Article 44)

Question

# 14

**Does the employer have the right to deprive the worker of his wage for the period of leave if the worker is employed by another employer during his leave?**



An employer shall be empowered to deprive the worker of its wage for the period of leave or to recover the wage paid in respect thereof if it is proved that it has taken up employment with another employer during the period of leave.

(Article 62)

Question

## 15

What are the rights that an employer shall provide to a female worker at the time of childbirth?



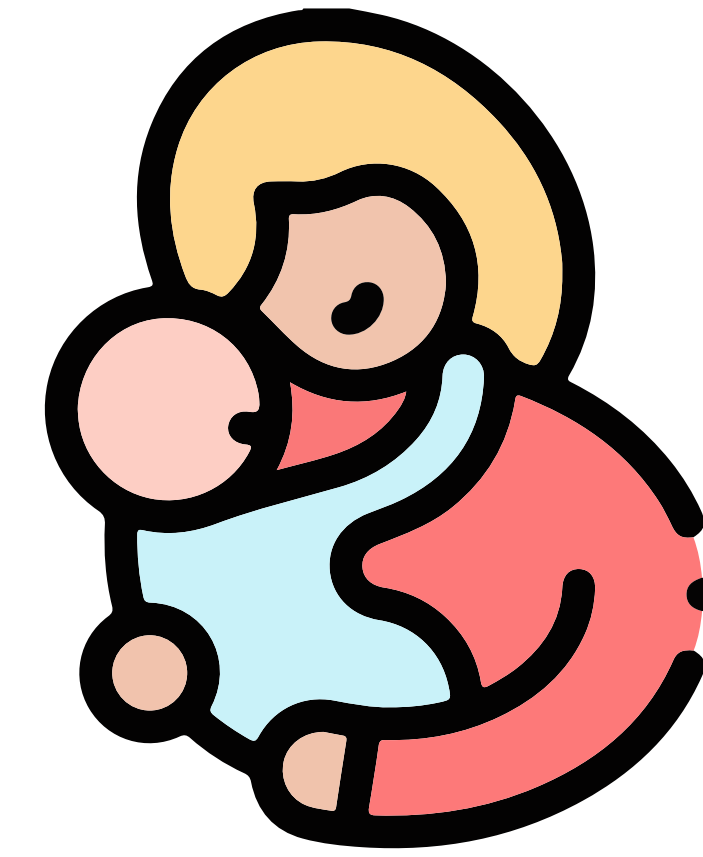
A female worker shall be entitled to maternity leave on full pay for 60 days which shall include the period before and after her confinement, provided that it shall be prohibited for a female worker to work during the 40 days following her confinement. A female worker shall produce an attested medical certificate stating the expected date of her confinement. A female worker may obtain an additional leave without pay due to her confinement for a period of 15 days.

(Article 32)

Question

## 16

**What are the rights that an employer shall provide to a female worker for the care of her child?**



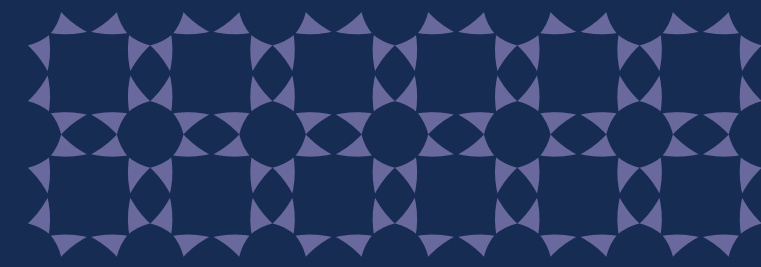
A female worker shall be entitled to obtain leave (of absence) without pay to provide care for her child who is not more than 6 years of age for a maximum of 6 months in each case and for three times throughout the period of her service. The female worker shall be entitled after her maternity leave and until her child is 6 months of age to two periods of care to breastfeed her newly born child each of which shall not be less than one hour. She shall also be entitled to two periods of care for 30 minutes each until her child completes one year of age. The female worker shall have the right to combine these two periods and such two additional periods shall be considered to be part of the working hours without resulting in any reduction of the wage. The employer shall fix the time of the care period according to the female worker's conditions and the interest of business.

(Articles 34, 35)

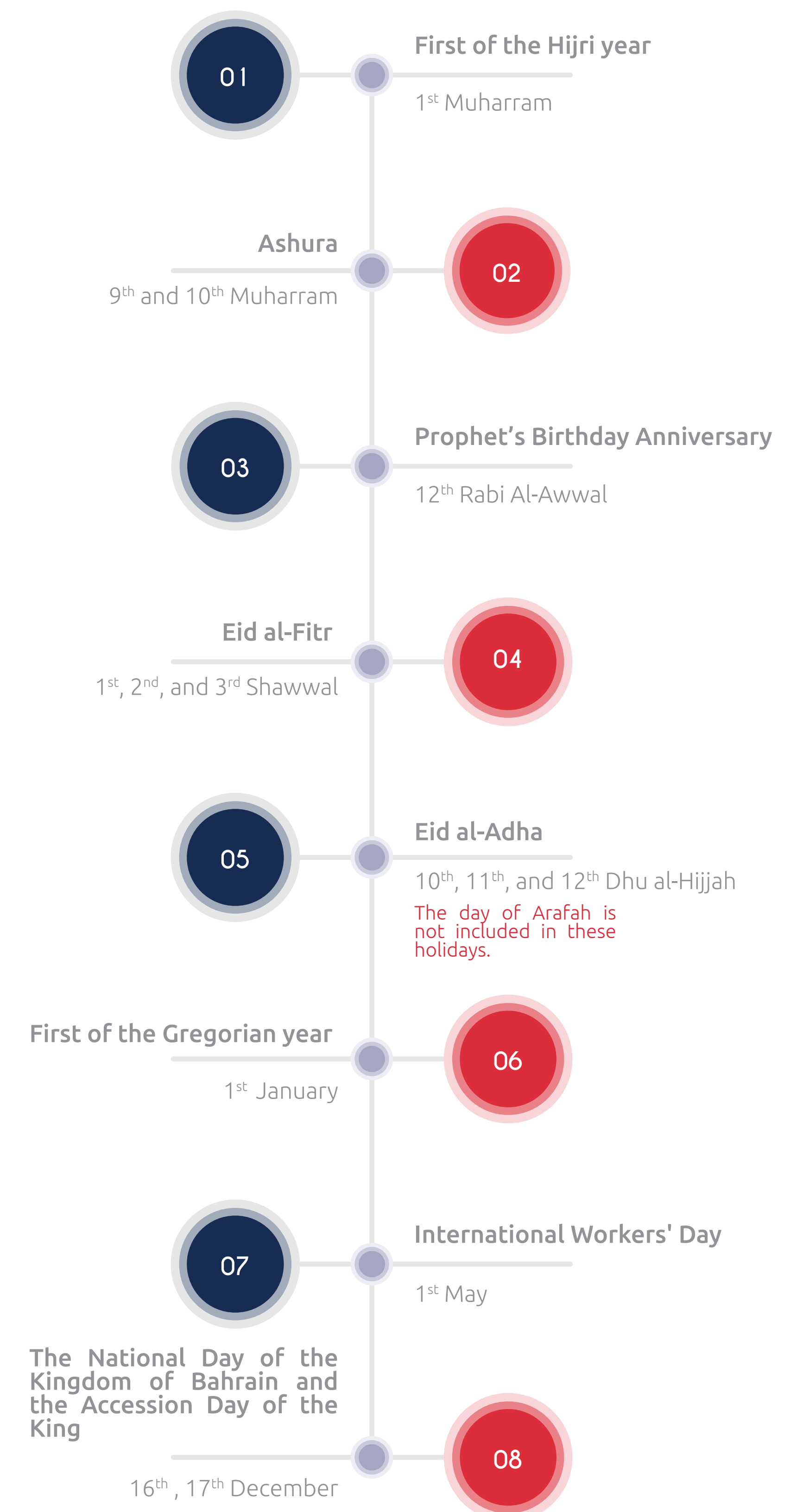
## Question

## 17

What are the public holidays that an employer shall grant to the worker?



A worker has the right to a fully paid leave on the following public holidays and occasions:

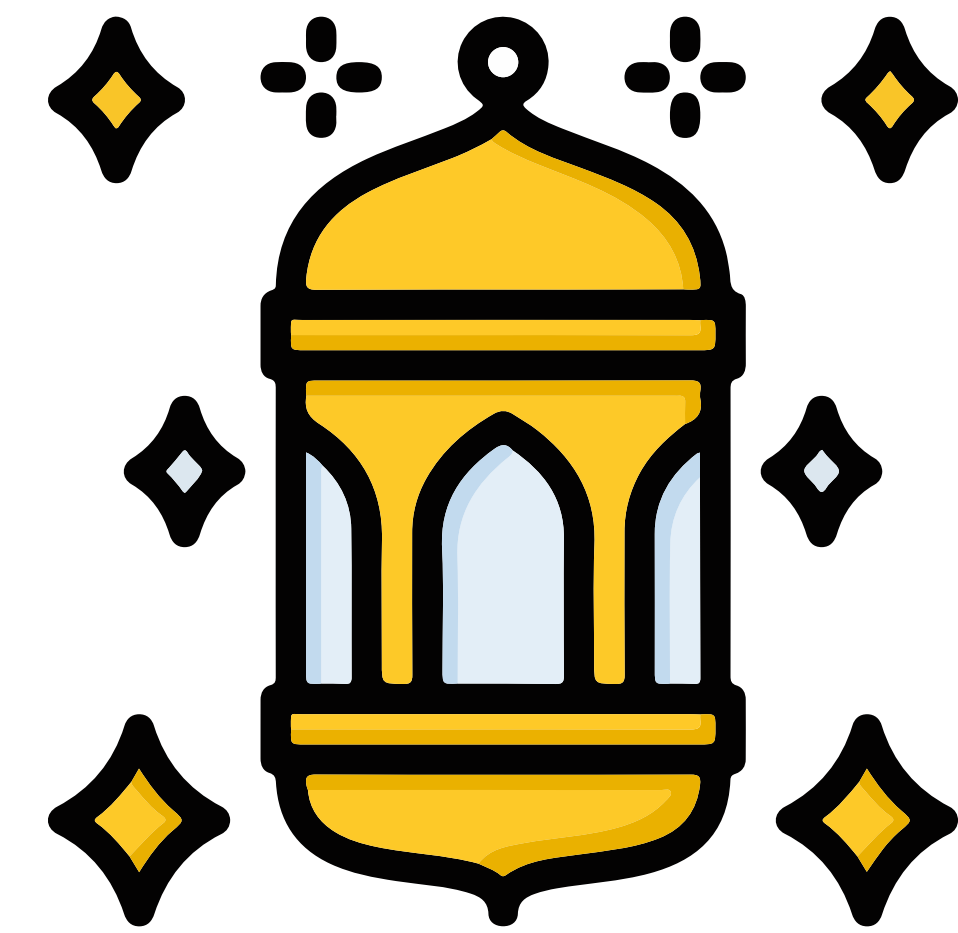


(Article 64 and Article 1 of Decision No. (1) of 2013)

Question

## 18

Is it permissible for an Employer to require a worker to work on public holidays and official occasions?



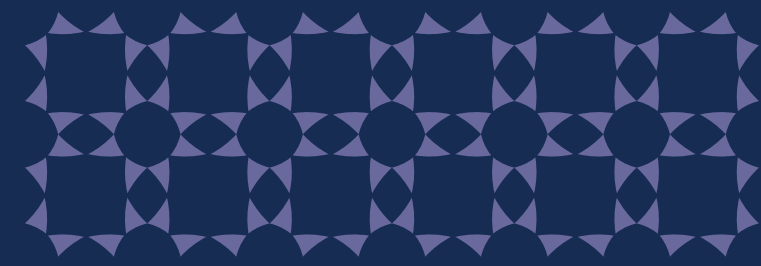
An employer may require a worker to report for duty during the official holidays and occasions if so required by the circumstances of work. In such event, he shall be paid his wage for the day worked and 150% of his wage or be granted substitute leave in respect of that day, as the worker may elect between wage or leave.

(Article 64)

Question

# 19

How does an employer calculate the annual leave for an employee?



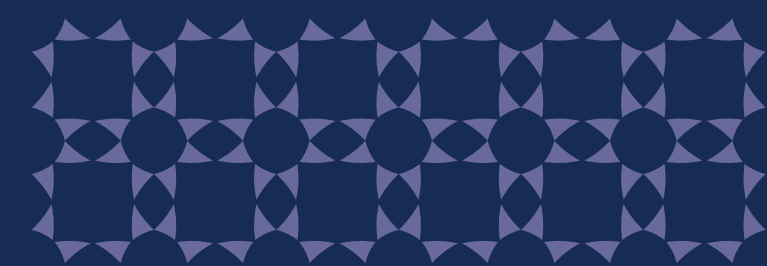
The annual leave entitlement for a worker who has completed at least one year's service with his employer is calculated as annual leave on full pay for a period of not less than 30 days at the rate of two and a half days for each month. If a worker's period of service is less than one year, the annual leave is calculated in respect of the proportion of its service.

(Article 58)

Question

## 20

Is it permissible for an employer to provide a financial compensation to a worker in lieu of annual leave?



A worker shall be entitled to receive financial compensation for their annual leave. The employer shall settle the balance of annual leaves and the corresponding wage thereof every two years as a maximum. If the employment is terminated before a Worker exhausts the balance of its annual leave, it shall be entitled to receive the wages for such balance. The worker shall forfeit the right to receive the wage for the balance of its leave as determined by the employer if it is proved that the worker has objected in writing to do so.

(Articles 58, 59)

Question

# 21

Is it within the employer's rights to specify the dates of the worker's annual leave?



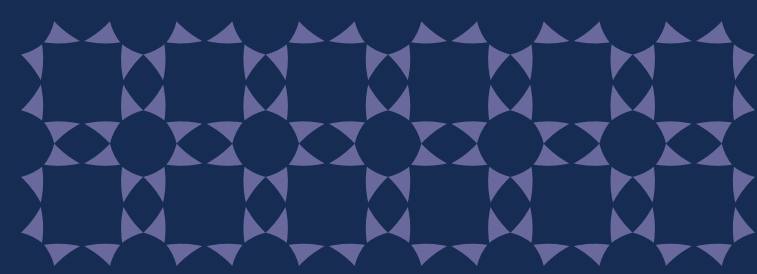
An employer may schedule the dates of annual leave according to the business requirements and conditions, except for the annual leave taken to sit an examination at any level of education, which the worker has the right to specify, provided that the employer is notified at least thirty days in advance.

(Articles 59, 61)

## Question

## 22

What are the non-public holidays and annual leaves that an employer shall grant to the worker?

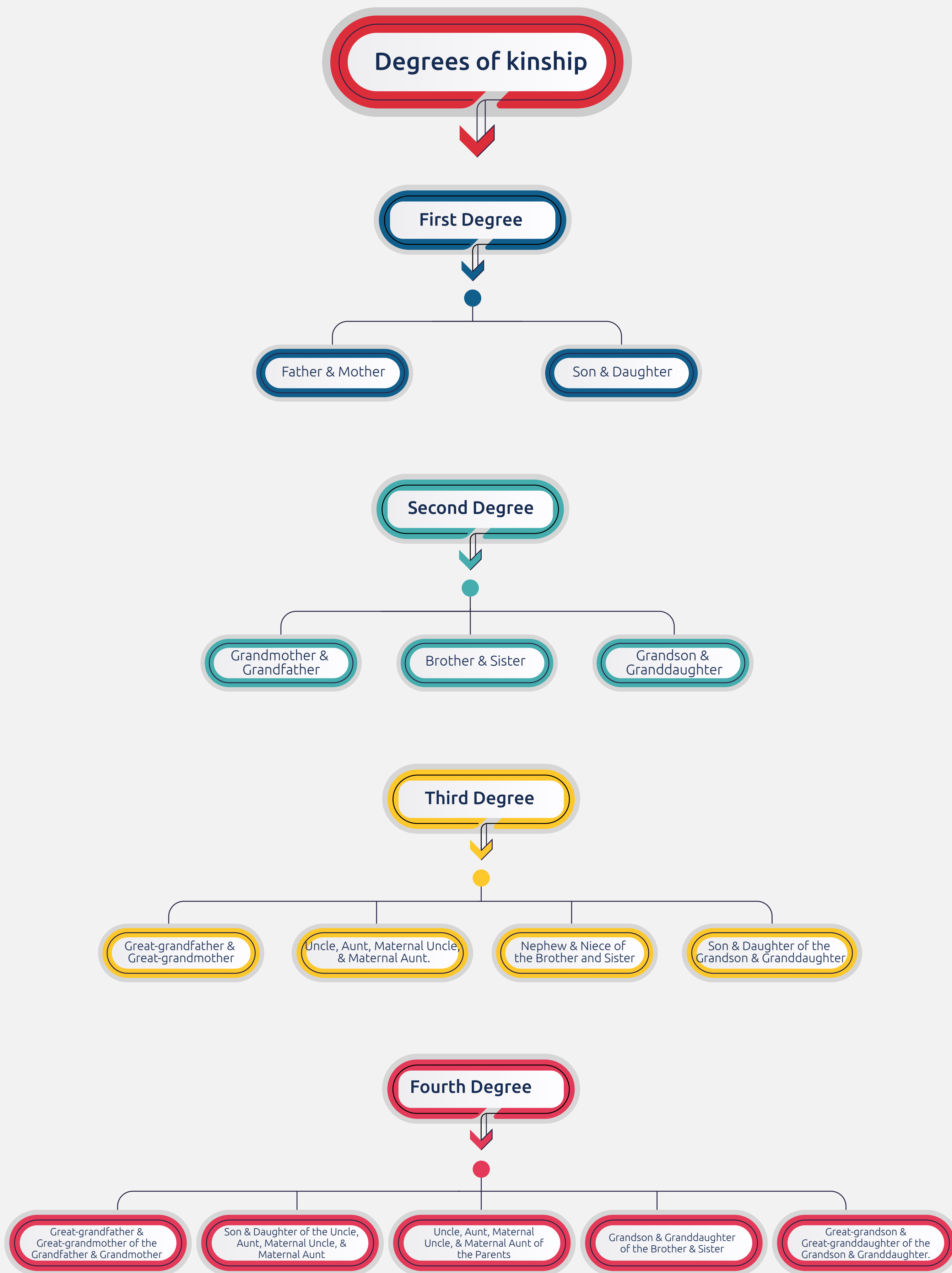


The worker shall be entitled to a three day leave on full pay in the following circumstances:

**1** In the event of his marriage only once.

**2** Death of his/her spouse or one of his relatives to the fourth degree of kinship.

**3** Death of his/her spouse's relatives to the second degree of kinship.



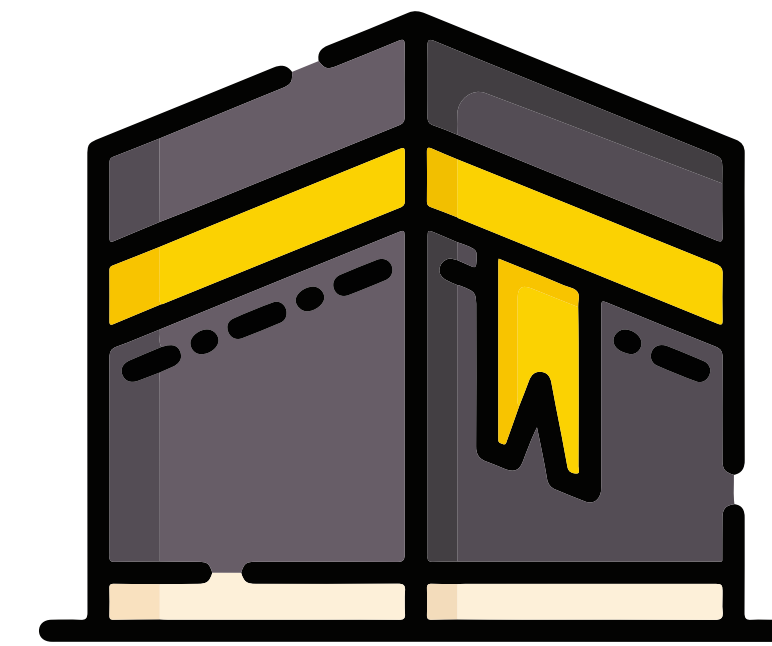
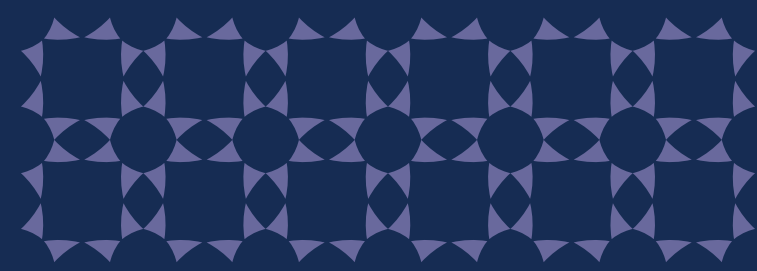
A worker is entitled to a day off on full pay upon the birth of his child. A Muslim worker shall have the right to one month leave on full pay if her husband dies. She shall also be entitled to complete the death Eddah from her annual leave for three months and ten days. If she does not have annual leave balance, she shall be entitled to leave without pay. An employer shall have the right to request a worker to provide evidence of claims made of any of the events provided for in the preceding paragraphs.

(Article 63)

Question

## 23

Does the employer have the right to determine the number of workers granted leave to perform the Hajj pilgrimage?



An employer may decide the number of workers who are granted a fourteen day leave on full pay to perform the pilgrimage obligation, according to the business requirements, provided that the Muslim worker served his employer for a continuous period of five years. The priority shall be given to the worker who has spent the longest period of continuous service. Such leave shall be granted once to the worker during his service period unless he has taken it during his employment with another employer.

(Article 67)

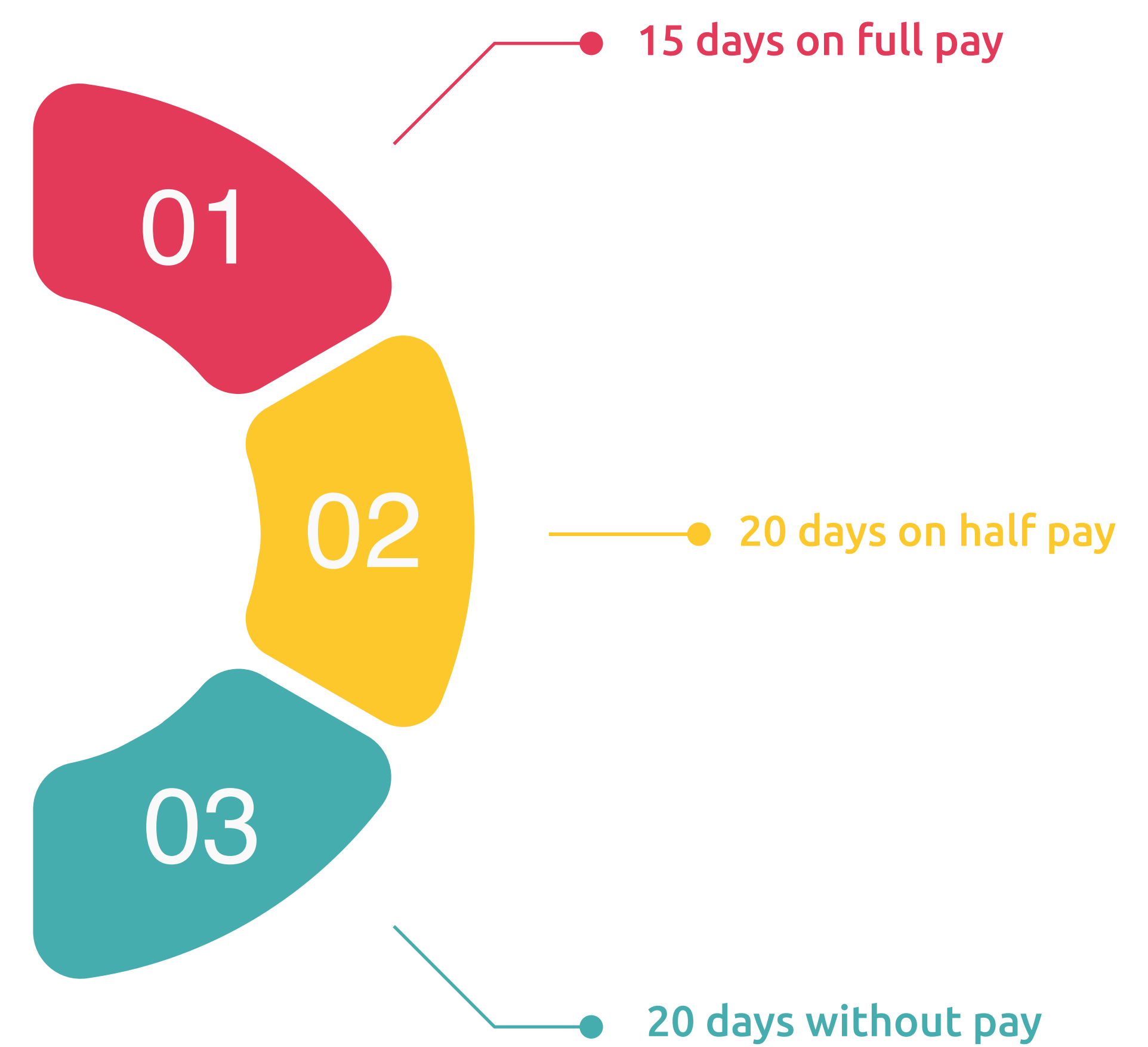
## Question

## 24

When is the employer required to provide the worker with sick leave?



An employer shall provide sick leave to a worker who has completed 3 continuous months in the employer's service who has a proven illness and is deserving of a sick leave by an attested medical certificate and he shall be granted the following sick leaves during each year:



The entitlement of a worker to sick leave on full or half pay may be accumulated for a period not exceeding 240 days.

(Article 65)

Question

## 25

**How many hours can the employer require the worker to work?**



A worker shall not actually be employed for more than 48 hours in a week. The worker shall not actually work for more than 8 hours a day unless otherwise agreed upon, provided that the worker's actual hours of work shall not be more than 10 hours a day. The Muslim worker shall not be employed during the month of Ramadhan for more than 6 hours a day or 36 hours a week. This excludes employer's authorized agents, workers engaged in preparatory and supplementary jobs that must be completed before or after the end of the official working hours, security guards and cleaners for whom the Minister has issued a decision.

(Articles 51, 53, 56)

Question

## 26

**Is the employer required to provide the worker with a rest period during working hours?**



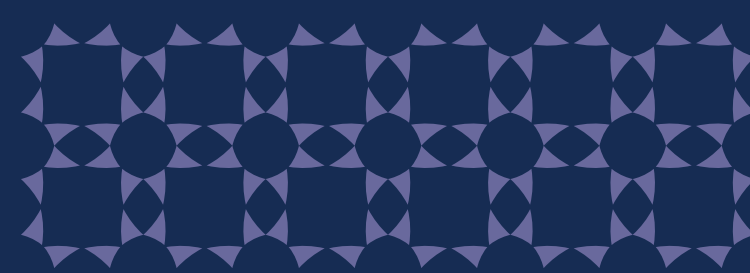
One interval or more shall be provided during the hours of rest for prayers, having a meal and rest with a total of no less than 30 minutes, so that the regulation of the hours of work shall ensure that a worker shall not work for more than 6 continuous hours. The intervals of rest shall not be calculated as part of the actual working hours. Hours of work and rest periods shall be regulated so that the period from the commencement of the working hours to the end thereof shall not be more than 11 hours in each day. This excludes employer's authorized agents, workers engaged in preparatory and supplementary jobs that must be completed before or after the end of the official working hours, security guards and cleaners for whom the Minister has issued a decision.

(Articles 52, 56)

Question

## 27

Is the Employer entitled to require the worker to work overtime hours?



An employer may employ a worker for extra hours if required by the business conditions. The worker shall receive payment for each extra hour equivalent to his wage entitlement increased by a minimum of

**25%**

thereof for hours worked during the day

**50%**

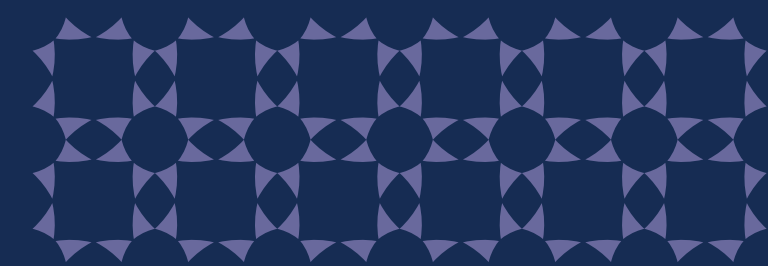
thereof for hours worked during the night.

(Article 54)

Question

## 28

**How many weekly rest hours must the employer provide to the worker?**



An employer shall provide each worker with a weekly rest of at least 24 hours. Friday shall be deemed as a weekly day of rest. Subject to observing that Friday includes prayer time for Muslims, an employer may alter this day to any other day of the week for some of his workers. The employer shall be empowered to give a worker a paid weekly rest for more than 24 successive hours, provided that the hours of work during the week shall not be more than 48 hours.

(Article 57)

Question

# 29

Is it permissible for the employer to require the worker to work on his weekly day off?



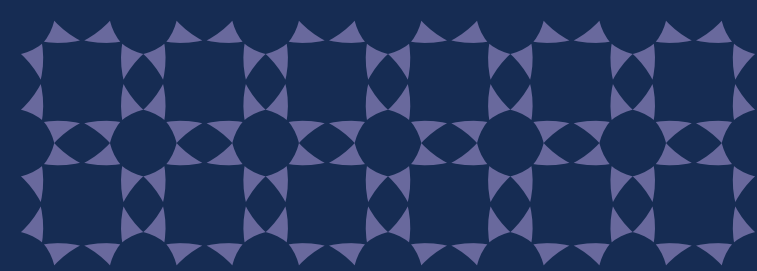
The employer is entitled to employ a worker on his day off if the situation dictates. In this case, a worker shall be entitled to his wage for this day and an overtime wage equivalent to 150% of such wage or shall be given another day off in lieu thereof as elected by the worker, the overtime wage or day off. The worker shall not be required to work during his weekly day of rest for more than two successive times except with his written consent.

(Article 57)

## Question

## 30

## What are the worker's duties towards the employer?



## The worker shall do the following:

He shall personally carry out the duties assigned to him properly and faithfully according to the contract of employment and provisions of the Law, resolutions issued for its implementation and the regulations of work in the establishment. For this purpose, he shall exercise due care expected from the reasonable person.



He shall carry out the orders and instructions of the employer or whomsoever represents him concerning the performance of the work where there is no breach of the contract of employment, provisions of the Law, resolutions issued for its implementation or regulations of work in the establishment, public morals or whatever may endanger him.

He shall be punctual in reporting for duty and shall comply with the required proceedings in the event of absence from work or failure to comply with the working hours.



He shall keep in safe custody all the items, equipment, records, documents or other things received from the employer in his custody and shall do everything to ensure that they remain safe and for this purpose he shall exercise due care expected from the reasonable person.

He shall show due respect to his superiors, colleagues and employees at work and shall co-operate with them to serve the best interest of work.



He shall treat the employer's clientele properly.

He shall observe the integrity of the business and conduct himself in an appropriate manner.



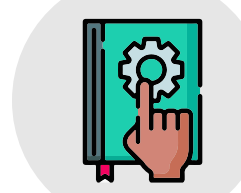
He shall comply with the regulations laid down for maintaining the establishment's safety and security.

He shall maintain the confidentiality of the business so that the business information shall not be disclosed if it is confidential by nature or according to the employer's written instructions.



He shall accurately notify the employer of the relevant information relating to his residential address, social status and all the other details that must be entered in his personal/private file according to the provisions of the Law or applicable regulations and shall keep the employer up to date of any changes of such information.

He shall observe the rules laid down by the employer for development of the worker's professional skills and experience or qualification to undertake his job duties to comply with the establishment's technological development.



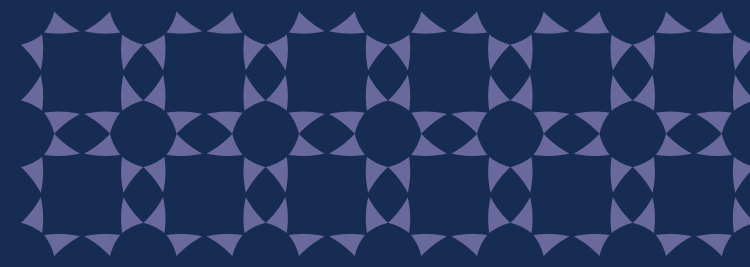
He shall return whatever items, equipment, records, documents, papers or other non-consumables that relate to the work after the termination of the contract of employment.

(Article 71)

## Question

## 31

What are the actions that are prohibited for the worker to undertake?

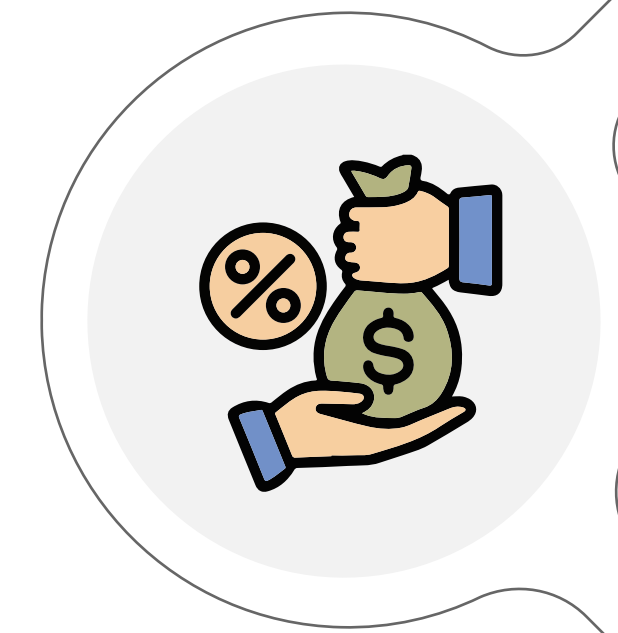
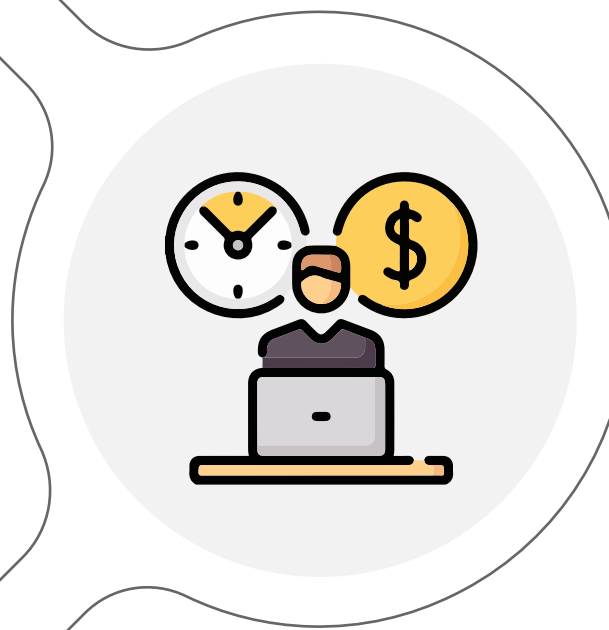


The worker shall not, either personally or through another person, do any of the following acts:



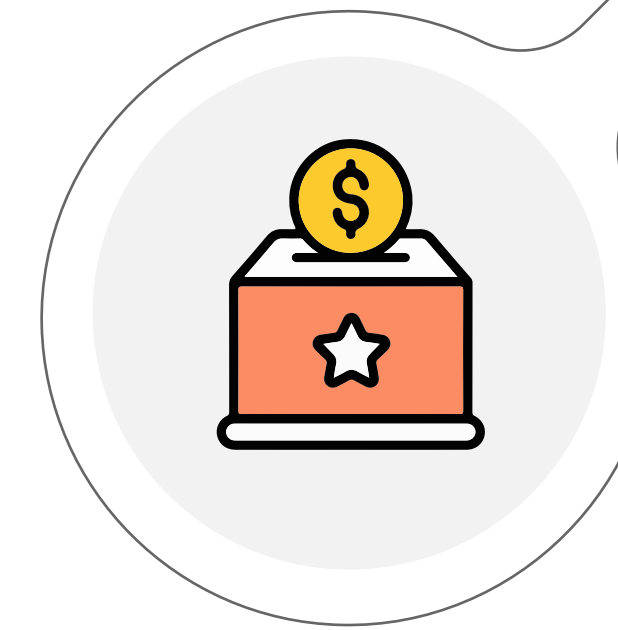
Maintain for his own benefit any records, documents or papers related to the work.

Working with a third party whether with or without wage without the employer's consent.



Borrowing from the employer's customers or from persons who engage in similar business to that of the employer. This restriction shall not be applicable to borrowing from banking institutions.

Accepting any commissions, gifts, rewards, sums of money or other items of any description in the course of carrying out his job duties without the employer's consent.



Collecting money or donations, distribution of leaflets, collecting signatures or holding meetings inside the workplace without the employer's approval and in breach of the provisions of the law.

(Article 72)

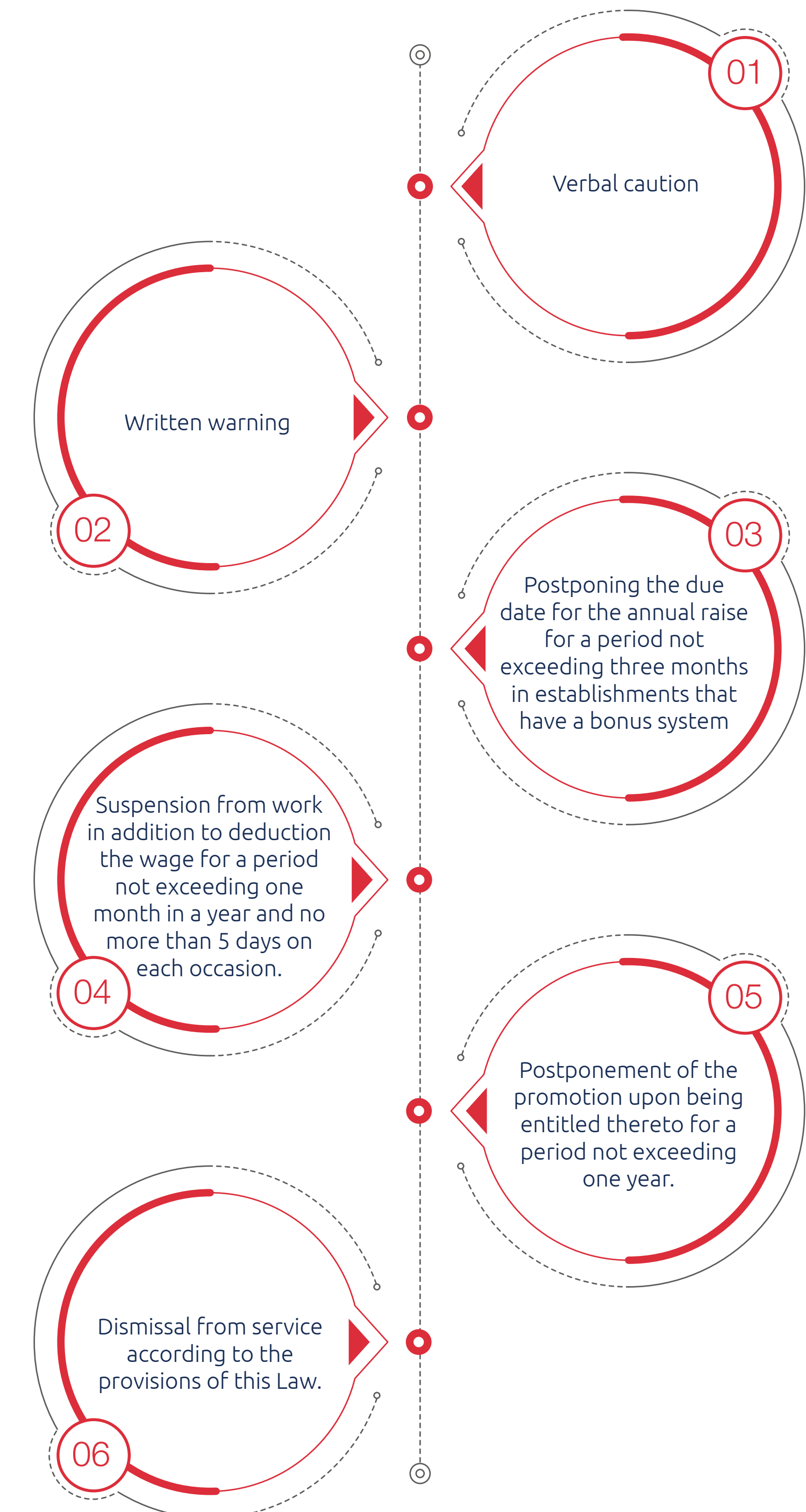
Question

## 32

What are the disciplinary sanctions that the employer is entitled to impose on the worker?



Disciplinary sanctions that may be imposed upon a worker according to the establishment's work regulation and disciplinary regulations shall be as follows:

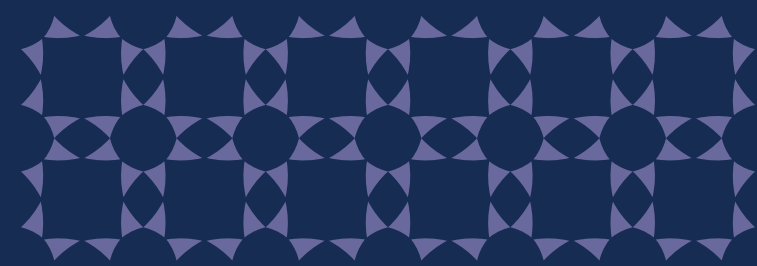


(Article 75)

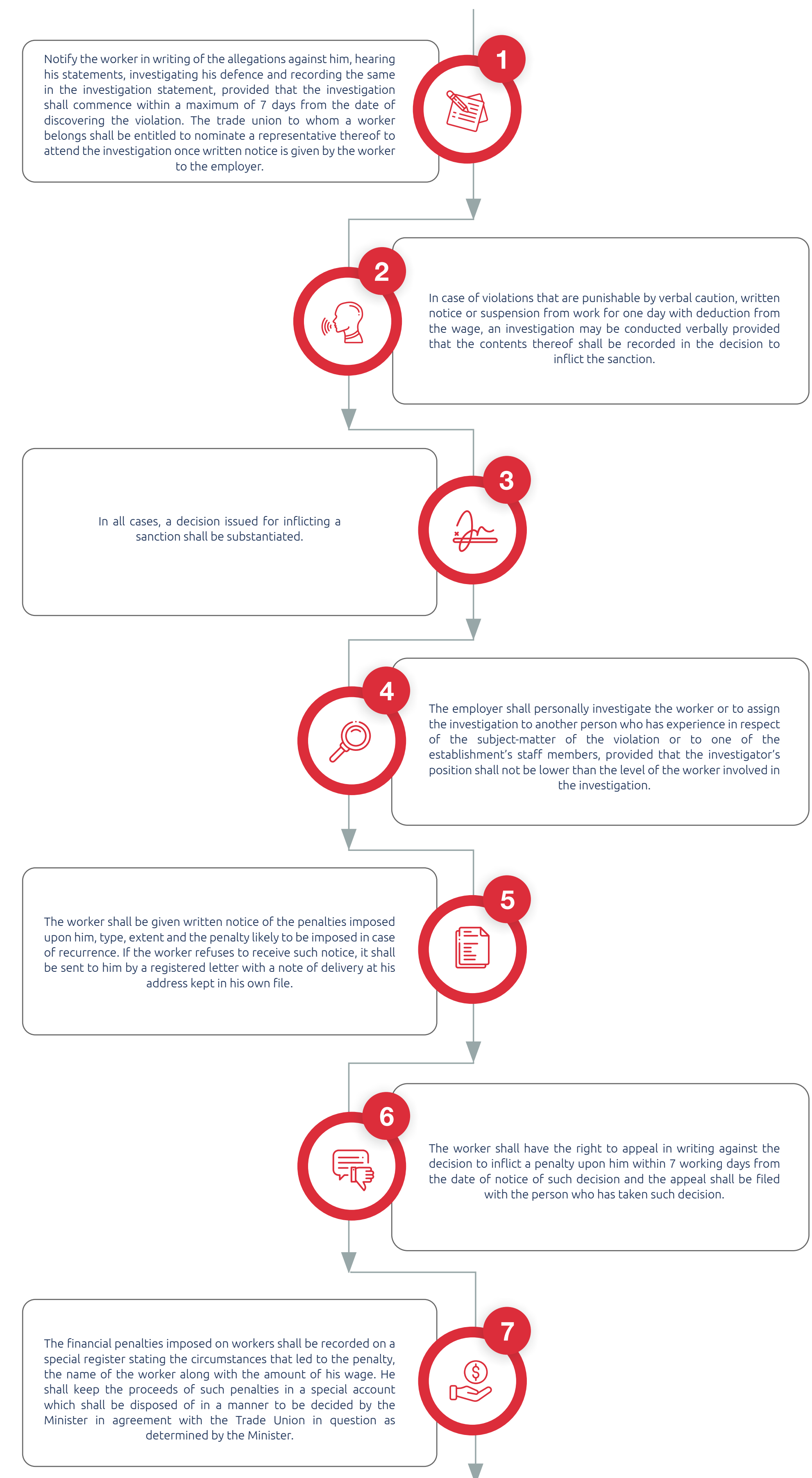
## Question

## 33

What are the procedures that the employer shall follow when imposing disciplinary sanctions on the worker?



The employer shall take the following actions:



(Article 76)

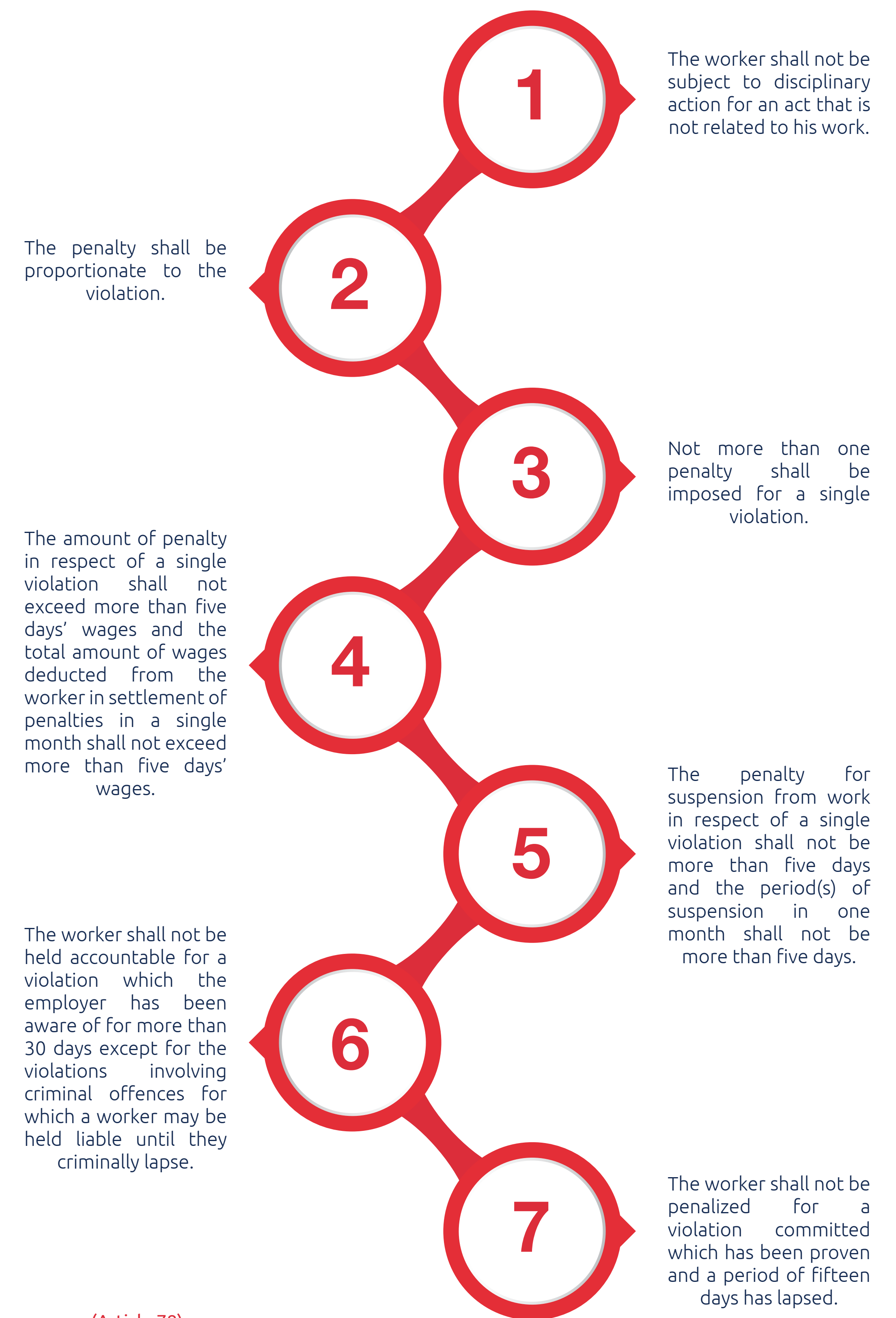
Question

## 34

What are the considerations that an employer shall take into account when imposing any penalty on a worker?



Upon imposing a penalty against a worker, an employer shall have due regard to the following:



(Article 78)

Question

## 35

**Is the employer responsible for covering the medical expenses of a Worker injured in a work-related accident?**



If a worker is not subject to the provisions of the Social Insurance Law, an employer shall bear the full cost of treatment including the supply of medicines, transportation expenses, rehabilitation services and cost of the necessary aid equipment determined by the attending physician. Provided that the injury was not intentionally self-inflicted by the worker, nor was it the result of the worker's gross and deliberate misconduct, or their noncompliance and negligence regarding occupational safety and health instructions.

(Articles 85, 87, 93)

Question

## 36

**Is the employer required to compensate the worker injured in a work-related accident?**



A worker who is injured during employment or because thereof or his beneficiaries shall have the right to receive compensation for the injury. Provided that the injury was not intentionally self-inflicted by the worker, nor was it the result of the worker's gross and deliberate misconduct, or their noncompliance and negligence regarding occupational safety and health instructions.

(Articles 92, 93)

Question

## 37

**Is the employer obligated to pay the wage of a worker injured in a work-related accident during their treatment period?**



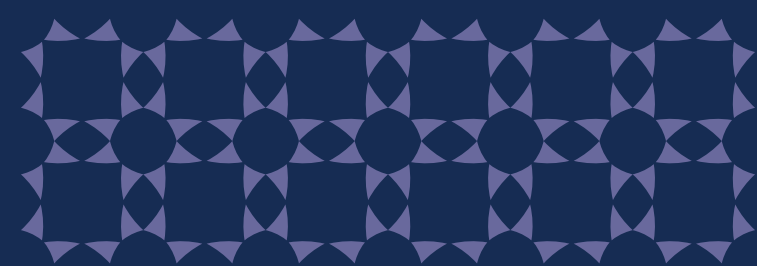
An employer shall pay an injured worker's wage during the period of his treatment. In the event that the period of treatment exceeds 6 months, the employer shall pay thereto one half of the wage until he recovers or until his inability to work is proven. Provided that the injury was not intentionally self-inflicted by the worker, nor was it the result of the worker's gross and deliberate misconduct, or their noncompliance and negligence regarding occupational safety and health instructions.

(Articles 91, 93)

## Question

## 38

**Is it permissible for an employer to temporarily suspend a worker from work if they are accused of committing a felony or misdemeanour?**



If a worker is accused of committing a felony or misdemeanour breaching honour, integrity or public morals or committing a misdemeanour at the workplace, the employer may suspend him from work temporarily. If the Public Prosecution decides to put the investigation on hold, orders that there is no ground for initiating criminal action or if the competent court decides to acquit the worker for reasons concerning the lack of ground for accusing him of the offence, he shall be reinstated in his job. Each worker who is remanded in custody shall be suspended from his work by the force of law and shall be deprived of his wage for the duration of his custody.

(Articles 81, 83)

Question

## 39

When does an employment contract terminate?



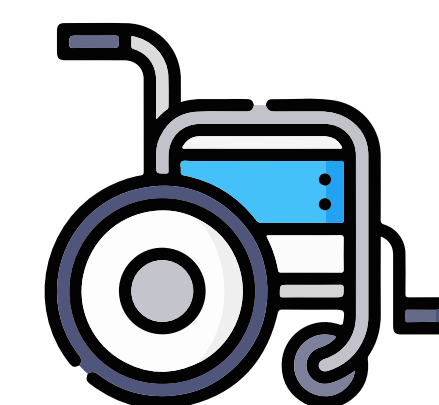
The contract of employment terminates automatically at the expiry of its duration.



The contract of employment concluded for the performance of a specific work shall terminate upon the completion of such work.



The contract of employment ends upon the death of the worker or the employer if the contract of employment was entered into for considerations related to the employer.



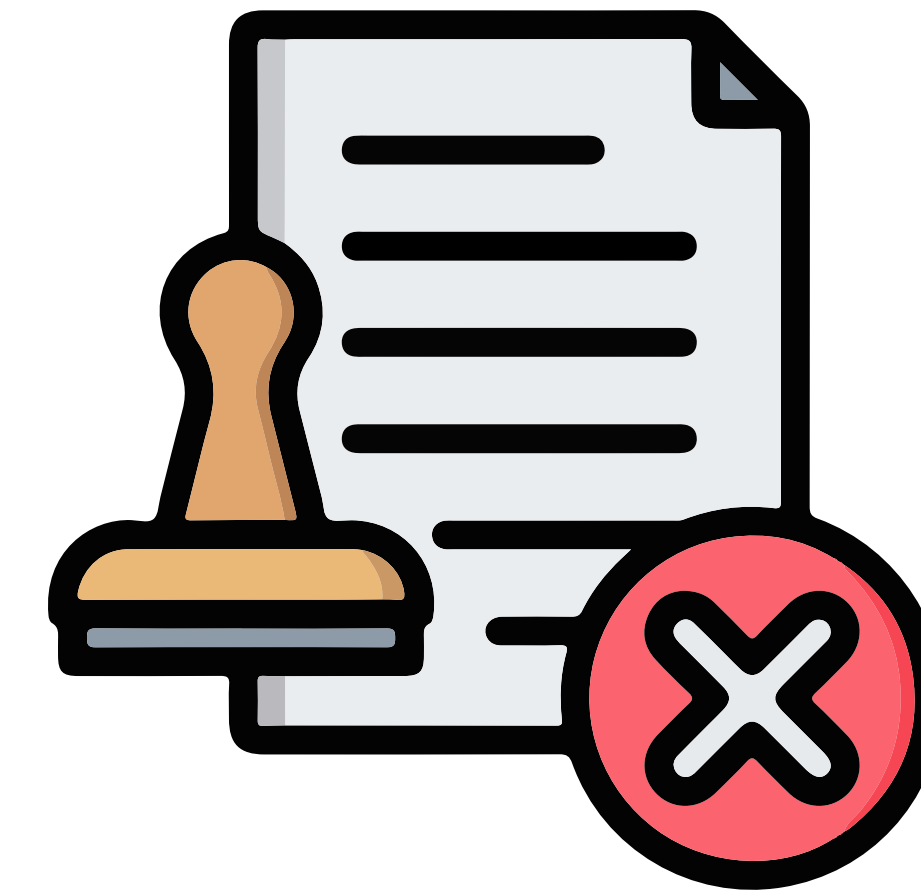
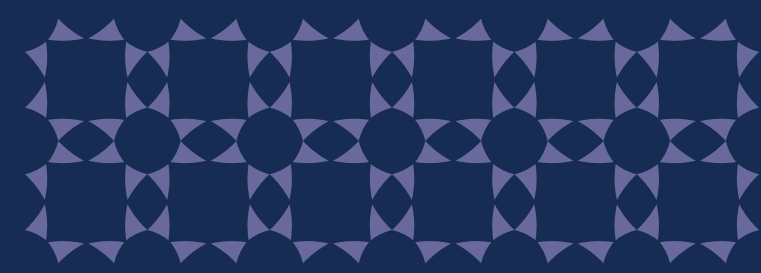
The contract of employment also ends if the worker is totally unable to perform their work duties, or partially if it is proven that there is no other suitable work available for them with the employer.

(Articles 96, 97, 113, 114)

Question

## 40

**What are the procedures that shall be carried out to terminate an employment contract?**



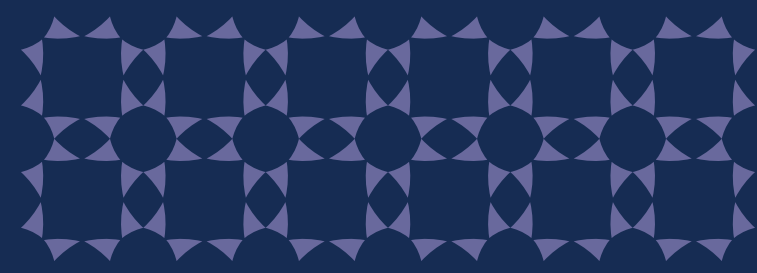
Either party to a contract of employment may terminate it upon giving the other party at least 30 days' prior notice and such contract shall remain effective during the notice period. The party that terminates the contract without complying with the notice period shall pay to the other party compensation for such notice period equivalent to the worker's wage for the entire notice period or the remainder thereof. If an employer gives notice to the worker for termination of the contract of employment during any leave, the notice period shall only take effect from the day following the end of his leave. The employer shall not terminate the contract of employment during any of the worker's leave, and if the termination of the contract of employment is during the probationary period, the notice shall be given at least one day before the termination.

(Articles 21, 99, 102)

## Question

## 41

When is the employer allowed to terminate the contract without notice or compensation?



The employer may terminate the contract of employment without notice or compensation in any of the following instances:

If the worker has assumed a false identity or submitted false certificates or references.

1

2

If the worker has committed a fault that caused material financial loss to the employer, provided that the employer report the matter to the competent authorities within two working days of his knowledge of such material financial loss.

3

If the worker, despite a written warning, fails to comply with written instructions which are required to be observed for the safety of workers or the establishment, provided that such instructions are posted up in a prominent place in the workplace.

4

If the worker goes absent from work, without legitimate cause, for more than twenty intermittent days or for more than ten consecutive days in one year, provided that such dismissal shall be preceded by warning in writing by the employer to the worker after an absence of ten days in the former instance and an absence of five days in the latter instance.

5

If the worker fails to perform his essential duties under the contract of employment.

6

If the worker discloses, without a written permission from the employer, the secrets related to the work.

7

If the worker has been finally sentenced for a felony or misdemeanour involving dishonour, dishonesty or public morals.

8

If the worker is found during the hours of work to be under the influence of alcohol or drugs; or if he has committed an immoral act at the place of work.

9

If the worker assaults his employer or his responsible manager or commits a serious assault upon any of his supervisors of work during the course of employment or for reasons connected therewith.

10

Worker's failure to comply with the legally prescribed rules concerning the exercise of the right to strike.

11

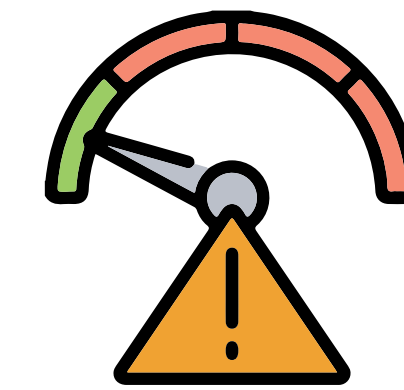
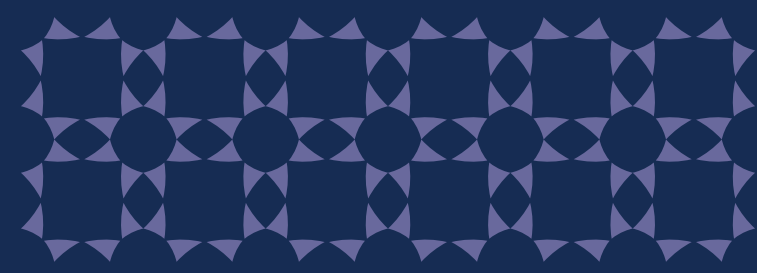
If the worker becomes unfit to do his work subject to the contract due to a cause attributed thereto such as cancelling his permit to practise his work or loss of the qualifications authorising him to do the mutually agreed work.

(Article 107)

Question

## 42

**Can an employer terminate a contract of employment due to the worker's poor performance?**



An employer may terminate the contract of employment because of a worker's poor performance or decline thereof upon giving him notice of the aspects of inefficiency or lack of efficiency and giving him a reasonable opportunity and a period of at least sixty days to achieve the required level of performance.



If the worker fails to comply, the employer may terminate the contract of employment after giving notice to the worker.

(Article 109)

## Question

## 43

Is the employer required to compensate the worker when terminating the contract of employment?



The employer shall compensate the worker in the following cases:

01

If the employer terminates the contract of employment for an indefinite duration within the first 3 months from the commencement date thereof, the worker shall not be entitled to any compensation unless the termination is an unfair dismissal. In this case, a worker shall be entitled to compensation equivalent to one month's wages.

02

If the employer terminates the contract of employment for an indefinite duration without cause or for an unlawful cause three months after the commencement of employment, he shall compensate the worker by the equivalent of two days' wages for each month of service and at no less than one month's wages and not exceeding twelve months' wages.

03

If the employer terminates the contract of employment of a definite duration without cause or with an unlawful cause, he shall compensate the worker at the equivalent of the wages for the remaining period of the contract.

04

If the employer terminates the contract of employment entered into for the performance of a specific work without cause, or with an unlawful cause, he shall compensate the worker by the equivalent of the wage for the remaining period required for completion of the agreed work according to the nature of such work.

If the contract of employment termination is considered unfair dismissal, the worker is entitled to additional compensation equivalent to half of the compensation due according to the provisions of this article unless the contract stipulates a compensation that exceeds that.

If the contract of employment termination is considered unfair dismissal, the worker is entitled to additional compensation equivalent to half of the compensation due according to the provisions of this article unless the contract stipulates a compensation that exceeds that.

Unless the parties mutually agree at a lesser compensation, provided that the agreed compensation shall not be less than three months' wages or the remaining period of the contract, whichever is less.

Unless the parties agree upon a lesser compensation, provided that the agreed compensation shall not be less than three months' wages or the remaining period thereof required for performance of the work, whichever is less.

(Article 111)

## Question

## 44

When is an employer's dismissal of a worker considered unfair?



The employer's termination of the contract of employment shall be deemed as unfair dismissal of the worker for any of the following reasons:

Sex, colour, religion, belief, social status, family responsibilities, a female worker's pregnancy, child birth or breastfeeding her infant.



Worker's membership of a trade union or his lawful participation in any of its activities as prescribed by the relevant laws and regulations.



Workers' representation in a trade union organisation or his previous engagement in such activities or seeking to represent workers.



Filing a complaint, report or court case against the employer unless the complaint, report or court case is of a vexatious nature.



Worker's exercise of his right to leave according to the provisions of this Law.



Placement of an attachment upon the worker's entitlements held by the employer.



Additionally, termination of the contract in either of the below events shall be deemed as unfair dismissal by the employer:

A worker's termination of the contract without notice due to assault by the employer or his representative against the worker, during or because of the work, by words or deeds that are punishable by law.



A worker's termination of the contract without notice due to an act committed by the employer or his representative that is considered as immoral against the worker or a member of his family.

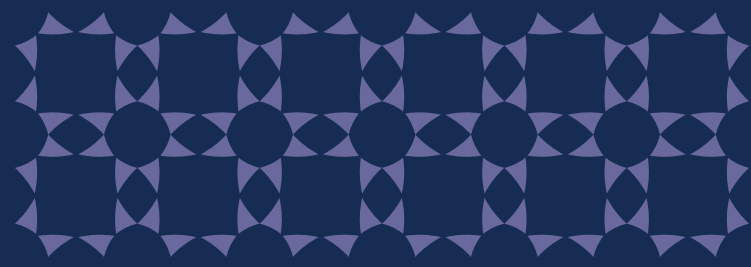


(Articles 104, 105)

Question

## 45

When is the employer entitled to demand compensation from the Worker for terminating the contract of employment?



If a worker terminates the contract of employment without complying with the notice period, he shall be obliged to indemnify the employer in the following instances:



If the termination takes place at an inopportune time for the business conditions in a manner that makes it impossible for the employer to obtain a qualified replacement.



If the termination is intended to cause damage to the employer.



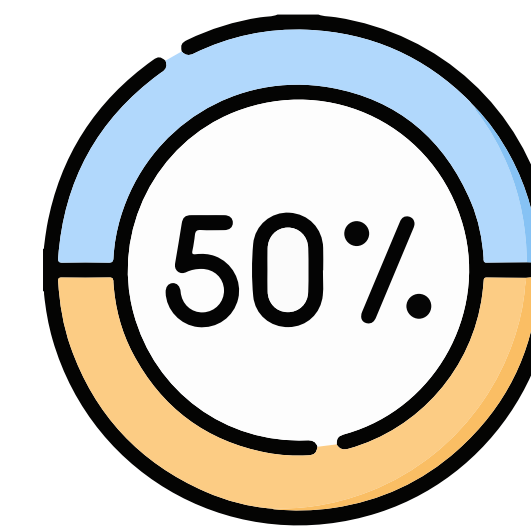
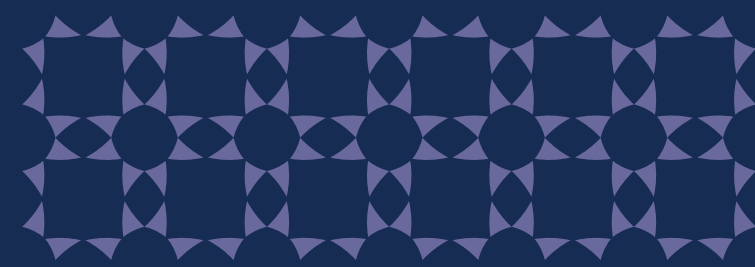
If the termination causes serious damage to the employer.

(Article 112)

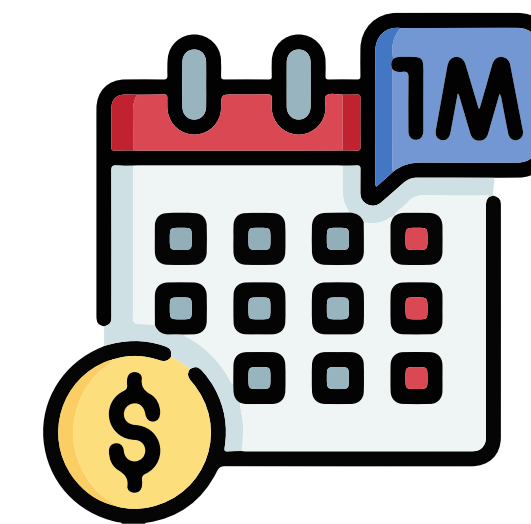
Question

## 46

Is the employer required to provide the worker with an end-of-service indemnity?



An employer shall grant a worker who is not subject to the provisions of the Social Insurance Law, upon the termination of his employment, a leaving indemnity at the rate of half month's wage for each of the first three years of employment



and one month's wage for each of the following years in service.



A worker shall be entitled to receive his leaving indemnity for fractions of the year in proportion to the period spent at the employer's service.

(Article 116)

Question

## 47

Is it permissible for the employer to terminate the contract of employment due to the worker's illness?



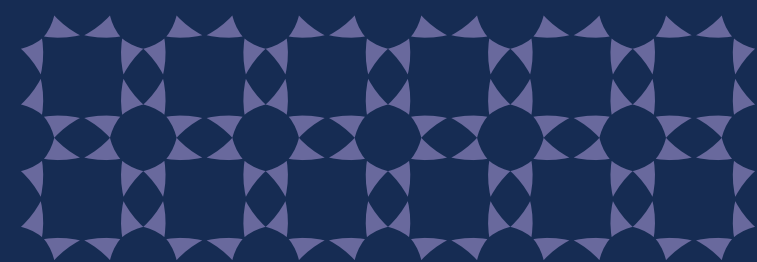
A employer shall not terminate the contract of employment due to the worker's illness unless the worker exhausts the balance of his annual and sick leave entitlements. The employer shall give notice of his desire to terminate the contract fifteen days before the date of the worker's exhaustion of his leave entitlements. If the worker recovers before the expiry of such period, the employer shall be barred from terminating the contract due to the worker's illness.

(Article 117)

Question

## 48

Is the employer obligated to provide occupational health and safety measures in the workplace?



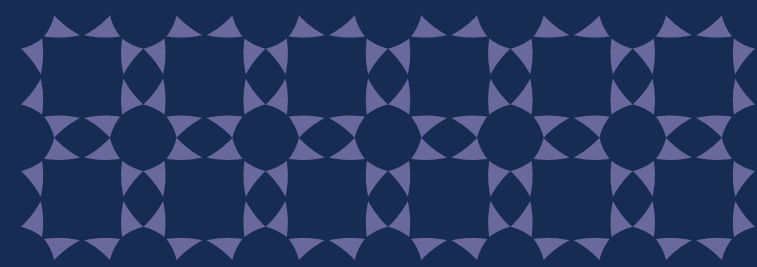
The employer shall provide occupational safety and health facilities at the workplaces in a manner ensuring protection from work hazards, and the employer shall provide basic health care for his workers.

(Articles 166, 172)

## Question

## 49

What are the lawsuit procedures before the court in cases of individual labour disputes?



A labour case shall be filed by a statement of claim to be submitted to the Labour Case Administration Office.

01

The Labour Case Administration judge shall give the parties to the case at the first meeting the fixed schedule of the dates of the hearings on which the parties shall appear before him. The period of hearing the case before the Labour Case Administration judge shall not exceed two months from the date of filing the statement of claim.

02

A claimant or his representative shall submit at the first meeting for hearing the case before the Labour Case Administration judge such evidence and documents that support his claim and shall explain the facts which he wishes to prove by witness testimony and the names and addresses of such witnesses.

03

Prior to the last meeting for the case to be heard, the Labour Case Administration judge shall prepare a report containing the facts of the case, arguments of the parties, their defence pleadings, the evidence relied upon by them and his opinion in respect of the case. The Labour Case Administration judge shall propose to the parties an amicable settlement of the dispute based upon the conclusion of his report. Should they agree to the proposal, he shall confirm their agreement in a statement to be incorporated in the minutes of the meeting.

04

If the time limit for hearing the case before the Labour Case Administration judge lapses without amicably resolving the dispute, he shall refer the case in its current condition to the High Civil Court accompanied by the report. The High Civil Court shall hear the labour case on an urgent basis and shall deliver its judgement in the case within 30 days from the date of the first hearing held.

05

Judgements delivered by the High Civil Court in respect of labour cases shall be final. They may be contested by cassation.

06

(Articles 119 - 134)

Question

# 50

Is the employer penalized for violating Labour Law?



Yes, both the employer and the worker shall be liable for penalties for violating many provisions of the Labour Law, either with a fine or prison sentence based on the Article that was violated.

(Articles 183 - 197)

## Schedule of Leaves Entitled to a Worker According to the Labour Law in the Private Sector

<p><b>Annual Leave</b></p>	<ul style="list-style-type: none"> <li>● <b>30 days of paid leave per year.</b> (At a rate of two and a half days per month) <i>Article No. 58 of the Labour Law in the Private Sector.</i></li> </ul>
<p><b>Public Holidays</b></p>	<ul style="list-style-type: none"> <li>● <b>One day at the First of the Hijri year.</b> (1<sup>st</sup> of Muharram)</li> <li>● <b>Two days for Ashura.</b> (9<sup>th</sup> and 10<sup>th</sup> of Muharram).</li> <li>● <b>One day for the Prophet's Birthday Anniversary.</b> (12<sup>th</sup> of Rabi Al-Awwal)</li> <li>● <b>3 days for Eid al-Fitr.</b> (1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> of Shawwal).</li> <li>● <b>3 days for Eid al-Adha.</b> (10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup> of Dhu al-Hijjah) <i>Note: The Day of Arafah (9th of Dhul-Hijjah) is an official working day and not considered a holiday.</i></li> <li>● <b>One day at the First of the Gregorian year.</b> (1<sup>st</sup> of January)</li> <li>● <b>One day for International Workers' Day.</b> (1<sup>st</sup> of May)</li> <li>● <b>Two days for the National Day of the Kingdom of Bahrain and the Accession Day of the King.</b> (16<sup>th</sup> and 17<sup>th</sup> of December). <i>Article 64 of the Labour Law in the Private Sector and Article 1 of Decision No. (1) of 2013.</i></li> </ul>

<p><b>Sick Leaves</b></p>	<ul style="list-style-type: none"> <li>● <b>First 15 days of paid leave.</b></li> <li>● <b>After that, 20 days on half pay.</b></li> <li>● <b>Lastly, 20 days without pay.</b></li> </ul> <p><i>Article 65 of the Labour Law in the Private Sector.</i></p>
<p><b>Special Leaves</b></p>	<ul style="list-style-type: none"> <li>● <b>3 days in the event of his marriage only once.</b></li> <li>● <b>3 days in the event of the death of his/her spouse or one of his relatives to the fourth degree of kinship.</b></li> <li>● <b>3 days in the event of the death of his/her spouse's relatives to the second degree of kinship.</b></li> <li>● <b>1 day in case of the birth of his child.</b></li> <li>● <b>14 working days with pay for performing the Hajj pilgrimage once.</b></li> </ul> <p><i>Articles 63 and 67 of the Labour Law in the Private Sector.</i></p>
<p><b>Leaves for Female Worker</b></p>	<ul style="list-style-type: none"> <li>● <b>60 days of paid maternity leave.</b> The duration includes the period before and after childbirth, provided that it is prohibited to employ the Worker during the 40 days following childbirth.</li> <li>● <b>15 days of unpaid leave for childbirth upon the worker's request.</b></li> <li>● <b>Unpaid leave for caring for her child who is under the age of 6.</b> (With a maximum of 6 months at a time and for three instances throughout her period of service.)</li> <li>● <b>A death Eddah leave of 1 month with pay in the event of the death of the working Muslim woman's husband.</b></li> <li>● (She is entitled to complete the death Eddah period from her annual leave for a duration of 3 months and 10 days. If she has no balance from her annual leave, she has the right to take unpaid leave.)</li> </ul> <p><i>Articles 32, 34, and 63 from the Labour Law in the Private Sector.</i></p>



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