

## العقد الوظيفي

رقم العقد: 71196

أُبرم هذا العقد إلكترونياً تحت إشراف وزارة الموارد البشرية والتنمية الاجتماعية، المملكة العربية السعودية في يوم 03-09-1442 هـ الموافق 15-04-2021 م بين كل من:

## الطرف الأول:

شركة/مؤسسة: فرع شركة نباتات للمقاولات مساهمة مقفلة

الرقم الوطني الموحد: 7008105293

رقم المنشأة: 4-1968415

السجل التجاري: 2050138063

العنوان: 31555 الدمام الأمير محمد بن فهد

مكان العمل: -

البريد الإلكتروني: Ali@Nabatat.com.sa

وبمثلها بالتوقيع: علي الخالدي بصفته مدير الموارد البشرية

ويشار إليه فيما بعد بـ (الطرف الأول).

## الطرف الثاني:

الاسم: LAL MIA MESER ALI

المهنة: عامل زراعي

الرقم الوظيفي: 5961

الجنسية: بنجلادشي

تاريخ الميلاد: 10-03-1983

رقم الهوية: 2237342916

نوع الهوية: إقامة

تاريخ الإنتهاء: 14-08-2024

الجنس: ذكر

الديانة: مسلم

الحالة الاجتماعية: متزوج

المؤهل العلمي: -

التخصص: -

رقم الأبيان: -

اسم البنك: بنك غير معرف

البريد الإلكتروني: Ali@Nabatat.com.sa

رقم الجوال: 966 569664448

ويشار إليه فيما بعد بـ (الطرف الثاني).

اتفق الطرفان على أن يعمل الطرف الثاني لدى الطرف الأول تحت إدارته وإشرافه بوظيفة **مشرف عمال** ومباشرة الأعمال التي يكلف بها بما يتناسب مع قدراته العملية والعلمية والفنية وفقاً لاحتياجات العمل وبما لا يتعارض مع الضوابط المنصوص عليها في المواد (الثامنة والخمسون، التاسعة والخمسون، الستون) من نظام العمل.

مدة هذا العقد **2 سنة** يبدأ من تاريخ **2023-05-06**، وينتهي في **2025-05-05**. علماً بأن تاريخ مباشرة الطرف الثاني للعمل هو **2021-05-06**.

وتتجدد لمدة أو لمدد مماثلة ما لم يشعر أحد الطرفين الآخر خطياً بعدم رغبته في التجديد قبل (30) يوماً من تاريخ انتهاء العقد.

يخضع الطرف الثاني لفترة تجربة مدتها **90** يوماً تبدأ من تاريخ مباشرته للعمل ولا يدخل في حسابها إجازة عيدي الفطر والأضحى والإجازة المرضية ويكون للطرفين الحق في إنهاء العقد خلال هذه الفترة، ما لم ينص العقد على أحقية أحدهما في الإنهاء.

## أيام وساعات العمل

تحدد أيام العمل العادية بـ **6** أيام في الأسبوع وتحدد ساعات العمل بـ **8** يومياً ويلتزم الطرف الأول بأن يدفع للطرف الثاني أجراً إضافياً عن ساعات العمل الإضافية يوازي أجر الساعة مضافاً إليه 50٪ من أجره الأساسي.

## التزامات الطرف الأول

يدفع الطرف الأول للطرف الثاني أجراً أساسياً قدره **1,800.00** ريال سعودي يستحق نهاية كل شهر

كما يلتزم الطرف الأول للطرف الثاني بالآتي:

1. توفير سكن مناسب طوال فترة العقد
2. توفير وسيلة مواصلات مناسبة من مقر سكنهم إلى مقر العمل
3. To pay a salary of **300.00** Saudi Riyals, in addition to **other allowances** due at the end of each **month**.

The second party is entitled to an annual leave of **21** days with pay for each year. The first party shall determine its date during the year of entitlement according to the work conditions, provided that the leave wages are paid in advance when it is due. The first party may postpone the leave after the end of the year in which it is due for a period not exceeding 90 days. He may also, with the written approval of the second party, postpone it to the end of the year following the year of entitlement, according to the requirements of the work conditions.

The first party is obligated to provide medical care to the second party with health insurance in accordance with the provisions of the Cooperative Health Insurance System.

.The first party is obligated to pay the General Organization for Social Insurance subscriptions according to its regulations

The first party shall bear the fees for bringing the second party/transferring his services to him, the fees for residence and work permits, their renewal, and any fines, fees for changing profession, exit and return, and the return ticket of the second party to his home country by the means by which he came after the relationship between the two parties ends.

The first party shall bear the expenses of preparing the body of the second party and transporting it to the place where the contract was concluded or bringing the employee from there, unless he is buried with the approval of his relatives within the Kingdom or the General Organization for Social Insurance is obligated to do so.

## Second party obligations

To complete the work assigned to him in accordance with the principles of the profession and in accordance with the instructions of the first party, if these instructions do not contain anything that violates the contract, the system, or public morals, and their implementation does not expose him to danger.

To take adequate care of the tools and tasks assigned to him and the materials owned by the first party that are placed at his disposal or in his custody and to return to the first party the unconsumed materials

To provide all assistance and help without requiring additional pay in cases of dangers that threaten the safety of the workplace or the persons employed therein.

To undergo, at the request of the first party, the medical examinations that he wishes to conduct on him before joining work or during it to verify that he is free of occupational or contagious diseases.

The second party shall be committed to good conduct and ethics during work and at all times, and shall abide by the regulations, customs, traditions and manners in force in the Kingdom of Saudi Arabia, as well as the rules, regulations and instructions in force with the first party, and shall bear all financial fines resulting from his violation of those regulations.

Approval of the first party deducting the percentage of the monthly salary due to him to participate in the General Organization for Social Insurance

## Expiry or termination of the contract

This contract ends at the end of its term in a fixed-term contract or by agreement of both parties to terminate it, provided that the second party agrees in writing.

The first party has the right to terminate the contract without compensation or notice to the second party or compensation, provided that the second party is given the opportunity to state the reasons for his opposition to the termination, in accordance with the cases mentioned in Article (Eighty) of

.the Labor Law

The second party has the right to leave work and terminate the contract without notifying the first party, while retaining his right to obtain all his .dues in accordance with the cases mentioned in Article (Eighty-One) of the Labor Law

### Indemnity

The second party is entitled, upon termination of the contractual relationship by the first party, or by agreement of the two parties, or at the end of the contract term, or as a result of force majeure, to a bonus amounting to fifteen days' wages for each of the first five years and one month's wages for each of the following years. The employee is entitled to a bonus for parts of the year in proportion to the period he spent at work, and the bonus .is calculated on the basis of the last wage

### Applicable system and jurisdiction

This contract is subject to the Labor Law, its executive regulations, and the decisions issued in implementation thereof in all matters not provided for .in this contract. This contract replaces all previous agreements and contracts, whether verbal or written, if any

In the event of a dispute between the two parties regarding this contract, the judicial jurisdiction shall be vested in the authority competent to .consider labor cases in the Kingdom of Saudi Arabia

Notifications and notices between the two parties shall be made in writing through the electronic communication channels on the Qawa platform for each party, and each party shall be obligated, in the event of changing its address or changing its e-mail, to amend it through the Qawa platform, .otherwise the address or e-mail registered with the Qawa platform shall be considered the ones in effect according to the system

.This contract has been exported electronically and is accessible to both parties through the Qawa platform

.And God is the Grantor of success. This contract is considered approved by the Ministry of Human Resources and Social Development

Created by: Ali Al-Khalidi on 04-15-2021 14:39