

Fakeeh College for Medical Sciences

Work Regulation By-law

**Revised on
December 2023**

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Introduction

The Fakeeh College for Medical Sciences (FCMS) was established under the Education Council decision no. 4/6/1417Ah of the Ministry of Education (MOE) (previously known as Ministry of Higher Education). It was held in the 6th meeting on 26/8/1417Ah which was approved by the King, the Prime Minister, and President of the Higher Education with generous guidance no. 12457/B/7 on 22/8/1418Ah. The college started to conduct academic research and community service activities as per its mission and strategic plan at a high level of quality and efficiency, consistent with acceptable professional standards of practice in any university/college. The Board of Trustees (BOT) of FCMS rely on the college executive management to evaluate the academic and other staff that are involve and contributing to the activities within FCMS and to fulfill their legal obligations as per MOE guidelines.

The FCMS encourages an environment of trust, civility, and mutual respect. The college also endeavors to sustain working environment that promoting wellness, safe and healthy workplace, by decreasing risks and job errors.

Therefore, the academic and other staff Bylaws (4th Edition) are created to set-forth principles and requirements within which the academic, and professional staff working within FCMS and/or its affiliated institutes shall be organized to carry out their responsibilities. In addition, it is generated to set-forth the procedures pursuant to which they shall act, subject to the ultimate authority of the BOT of FCMS within the frame work and rules and regulations of the MOE, Saudi Arabia.

1 Organization

Article (1):

Institution: Fakeeh College for Medical Sciences (FCMS)

Officer in Charge: Dr. Mazen Soliman Fakeeh - Board of Trustees Chair

Dean of the College: Professor Mohammed-Salleh Mohammed Ardawi

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2 Definitions

Article (2):

Expressions stated in this by-law, shall have the meanings stated against each of them as follows:

- A- **Firm / institution:** Fakeeh College for Medical Sciences.
- B- **Employee:** A person who works at the college under a contract in accordance with the herein rules and regulations of Saudi Arabia.
- C- **Year:** twelve months of the Gregorian calendar unless otherwise stated.
- D- **Month:** thirty days unless otherwise stated.
- E- **Outside contractor:** a Saudi and/or non-Saudi academic faculty and who are related.

Article (3):

The rules and regulations are applied to the following personnel:

- A. The Academic faculty staff members are:
 - 1. Professor
 - 2. Associate professor
 - 3. Assistant professor
 - 4. Lecturers, clinical instructors teaching assistants, language teachers, demonstrators, laboratory supervisors, researcher, and research assistants are under the academic faculty.
- B. Administration and Information Technology (IT) work: a person do administrative tasks, leadership which includes organization, planning, guidance, supervision, paper work, and office work. In addition, engineers and IT workers who are involved in software, network, and computer maintenance.
- C. Supportive service: security, maintenance, and cleaning.

Article (4):

This regulation format is an integral part of the employment contract and it is in accordance with the provisions of the Labor and social development Law which was issued in 23/04/2015 with the Royal Decree# 258. The college may add items to the terms of contract for common benefit.

3. Employment

Article (5):

Prerequisite of recruitment:

- A- The existence of an endorsed vacancy within the college's manpower plan.
- B- A job description of the duties and responsibilities for the position should be available. The minimum required credentials for this position should also be stated.

Article (6):

An applicant who applies to the college should satisfy the following standards:

- A- Should be a Saudi national.
- B- He/she should be obtaining the academic qualifications and experience required for employment.
- C- Pass successfully the examinations or interviews conducted by the college for employment.
- D- Should be medically fit under the medical report issued by the party specified by the college.
- E- In absence of a Saudi, the non-Saudi may be accepted according to the conditions and provisions stated under articles (15), and (23) of the Labor Law, and to be licensed to work in Saudi Arabia. For the non-Saudi employee holding a valid Iqama, the college may exempt the Saudi applicants of one condition or more excluding the physical fitness standard.
- F- The contract should be individual or for the whole family according to the employee's rank and his/her contract.
- G- A male and female contract has the same benefits and conditions.

Article (7):

The applicant should submit the following documents:

- A- Copy of the national identity (civil status) card for the Saudis.
- B- Copy of the Iqama, work permit and passport, if not Saudi.
- C- Certified copy of his/her academic qualifications and work experience.
- D- Medical health fitness from a party determined by the college which proves that the worker is in a good health.

All of these documents are archived in the employee's personal file in the college's Human Resources Unit (HRU).

Article (8):

The employee is employed under an employment contract that will be executed in two copies, in Arabic and English, one copy is given to the employee and the other is maintained in his service file in the college HRU. The contract contains a statement on the work nature and the agreed job, and whether the contract is period specified or not, or it is for performing specific job or any other necessary statements.

Article (9):

The college may terminate the contract of the employee who does not start his/her job without a valid excuse within 15 days of the contract date concluded between the two parties if the employee is a local hire, and if the employee did not put himself/herself under the disposal of the college immediately if he/she was contracted from abroad.

Article (10):

The work contract is considered a valid and generating to all entailing effects from the actual reporting of the employee to his/her job, after filling in the employment take over form and being signed by his immediate superior, the probation period does not cover National Day, Eid Al - Fiter, Eid, Al - Adha, and sick leave.

Article (11):

The employee, working for the college under the previous provisions shall not be deemed under probation, unless stipulated expressly and in writing in his/her employment contracts that he/she is on probation period. The probation period shall be clearly defined in the employment contract, provided that such period must not exceed ninety days.

The employee may subject to another probation period in agreement with the employee in writing, provided not to exceed 90 days and to be employed in another profession or job as stated under the article (36) of the Saudi Labor and Social Development Law.

Article (12):

If the employee is not proven as fit within the probation period to carry out the agreed job duties, the college shall have the right to terminate the employment agreement without reward nor notice nor compensation according to the article (62) of the Saudi Labor and Social Development Law provided to avail the opportunity for employee to reveal the objection of termination.

Article (13):

In cases of necessity and as dictated by the nature of the work, an employee may not be called upon to perform a work which is essentially different from the work agreed upon, unless he/she agrees in writing.

Article (14):

Employee transfer:

- A- The college may not transfer the employee from his/her original place of work to another place necessitating a change in his/her place of residence. In case of such transfer is apart to cause a serious prejudice to the employee and is not justified by a valid reason dictated by the nature of the work.
- B- The employee transferred outside the city is entitled to receive the costs of his/her transport and the transport of his/her dependents who stay with him/her during the date of transference including the transport cost of their luggage.

4. Salaries and bounces

Article (15):

The employees are employed at positions at specific names, standards and salary as agreed in the employment contract. The salaries are paid in Saudi currency paid during working hours. It is deposited in the employee's bank account in accordance with the following provisions:

- A- Monthly rated employees shall be paid at the end of the month.
- B- Daily rated employees or those performing on piece-work basis is paid at the end of the week.
- C- For the employee whom his/her services are terminated by the college, he/she will be paid his/her salaries and all his severance pay immediately.
- D- The employee who leaves the work by choice, his/her salaries together with all entitlements is paid within at most seven days from the date of leaving the work.
- E- The overtime working hours shall be paid at most within sixty days of completing the working overtime date, unless paid with the employee's ordinary salary.

Article (16):

The employee may delegate a third party to receive his/her salary or entitlements on their behalf, according to the attorney power signed by the employee and sanctioned by the college Dean.

5. Training & Development

Article (17):

The college shall train its Saudi employees and prepare them vocationally and professionally to replace the non-Saudis and those replaced by the expatriates, and are registered in the record prepared for that purpose.

Article (18):

The Saudi staff is trained technically and professionally in-house and abroad according to courses developed in this respect in view of review and development of their knowledge at 6% of the overall number of employees whenever they reach fifty employees or more.

Article (19):

The employee's salary will continue to be paid throughout the training and re-habilitation period.

Article (20):

The college shall bear the costs of training and rehabilitation costs. Moreover, it will secure the round-trip travel tickets and provide the cost of living, food, accommodation and internal transportations.

Article (21):

The college may terminate training or rehabilitation of any employee and that he/she is to bear all expenses spent over him/her in this regard in either case:

- A- If proven in the reports issued by the trainer or instructional body that he/she is not serious.
- B- If the employee resolved to cease training or study before the specified time without a valid reason.

6. Performance Reports, increments and promotions

Article (22):

The annual report:

- A- The college shall prepare reports on the performance periodically for all employees in accordance with the following components:
 - 1- Ability to perform the work and efficiency.
 - 2- Employee's conduct and extent of his/her cooperation with his/her supervisors, workmates and the college's clients.
 - 3- Punctuality.
- B- The report shall be prepared by the knowledge of the employee's direct supervisor and should be approved by Dean (the authorized person).
- C- Employee's performance is evaluated in the report based on one of the following grades: Excellent, Very good, Satisfactory, or Poor.
- D- The employee should receive a copy of his/her evaluation immediately once it is approved by his/her immediate director. The employee may appeal against that report according to the grievance rules stipulated under this regulation.
- E- The evaluation of the employee should be conducted twice, during the probation period (Three months) and annually.
- F- The employee who has "weak" evaluation during probation period, the contract will be cancelled.
- G- The employee who has "acceptable" annual evaluation after probation period, he/she should be given a chance to improve his/her performance and he/she will be reevaluated after three months according to the work requisites.

Article (23):

The increment is granted to the employee depended on annual evaluation.

- A- Employee shall be entitled to the annual increase (3%) of the salary whenever obtains grade "Excellent" in his/her annual evaluation, at least after the elapse of complete one year from the date of joining service or the date of granting the previous allowance.
- B- The periodical allowance does not conflict with any academic promotion, administrative or exceptional allowance.
- C- The management of the college may grant the employee an exceptional allowance under restrictions made by the management to this effect.

Article (24):

- A- The employee is eligible for promotion to higher position whenever he/she obtains a good grade at least after one full year of service, or the last increment date. The promotion should be granted according to the qualification and the employee obtained an excellent degree in the last periodic report. The college management may grant the employee an exceptional promotion according to the controls established in this regard.
- B- If the promotion standards are satisfied for higher position by more than an employee, then promotion for preference shall be based on the following criteria:
 - 1- Holder of higher grade.
 - 2- Holder of training courses or academic certificates.
 - 3- Seniority
 - 4- Eldest.

* If it is required for the promotion as stated under article (26) to obtain grade (Excellent), then the grading standard will be excluded from article (25).

7. Transportation

Article (25):

The payment for the transportation expenses to the employee and his/her family dependents is specified according to the following controls:

- A- When recruiting a non-Saudi employee whether hire is made locally or from abroad, the college pays transportations according to the provisions stipulated in the employment contract.
- B- Upon completion of employment contract will be repatriated at his/her hire place as stated in the contract and according to his/her grade.
- C- Upon granting the employee the annual leave, his/her travel expenses will be as agreed in the employment contract.
- D- The college will not bear the cost of repatriating the employee home if found unfit for work within the 90 days probation period and if the Employee wishes to return home without valid reason or if his/her contract is terminated before it terms by the employee or if committed a violation that resulted in repatriation under administrative decision or court judgment.

Article (26):

If the employee is assigned for performing a task outside his/her work location, he/she is dealt as follows:

- A- The necessary transportation media is secured for him/her from the work location to the temporary assignment place and vice versa unless a transportation allowance is paid by the employee's consent.
- B- A temporary assignment allowance is paid to the employee against the actual costs incurred for accommodation, food, internal transportations, and risk allowance, unless provided by the college. The value of the temporary assignment allowance is determined according to the employee's grade and rules established by the college management in this respect.
- C- The expense stated above is computed effective from the employee's departure to his/her work location till his return according to the period specified for him/her by the college.

8. Kind benefits and cash allowances:

Article (27):

- A- The college pays for the employee a transportation allowance determined by the grade. Faculty member with an Assistant Professor position or above, and Executive Directors have the right to choose transportation allowance whether the employee is in the housing or not.
- B- The college pays for the employee housing allowance annually three basic salaries with no exceed the limits stipulated in the college policy. It is determined according to the employee grade, contract and college by-law. The college pays a non-refundable furniture allowance one time in all contract period according to the staff grade.
- C- Assistant Professor or above and any high administrative position employee may choose to stay in college housing or out. In case the house rent exceeds the housing allowance, the employee should pay the extra amount.

NB. It is required to state in the regulation the kind and cash allowances payable by the college to the employee such as housing, transportation, risk, gratuity, or bonus. etc.

9. Working hours, days and breaks

Article (28):

The working hours will be five days a week and that Friday and Saturday will be the weekly paid off days for all employees. The weekly off days can be compensated in cash exceptional cases according to work needs and approved by the authorized superior.

Article (29):

The working hours will be eight (8) hours daily (7:00 to 15:00), (8:00 to 16:00), or (9:00 to 17:00) as stated under articles (98), (99) and (100) of the Saudi Labor Law, and that the employee has to punch in /out by hand fingers.

Article (30):

Employee's reporting in and out will be made according to the schedules. It should be circulated by fixing it in visible places in the workstations. These tables should contain the start and completion of working times.

Article (31):

As for the tables mentioned in the previous article that the employee should not work over five consecutive hours a day without a break for rest, prayer and food. Moreover, it should not be less than half an hour during the total working hours per day according to the employee's time table.

10. Rules of reporting punch in and out

Article (32):

- A- The employee's entry to and coming out from the college are to be routed through the places designed for these purposes.
- B- The employee has to document his/her reporting and discharge through hand punch system.
- C- The employee has to comply with the check in and out rules when instructed.

11. Over time working Hours

Article (33):

- A- Any work assigned to the employee after the lapse of the standard working hours or in the holidays or feasts as stipulated in this regulation will be considered as an overtime.
- B- The employee's overtime pay will be considered only if authorized in writing by Head of Department and the college's Dean stating the number of the additional work hours and number of days required as stated under article (107) of the Saudi Labor Law. The employee will be delivered a copy of the authorization letter stamped by the college's Dean.
- C- The college will pay to the employee for the overtime working hours an additional pay as stipulated under article (106) and (108) of the Saudi Labor Law.

Article (34):

The provisions of article (33) of this By-law are not applied to persons who occupy higher positions in management and steering if such position holders are vested with the college's powers to the employees.

12. Leaves

Article (35):

- A- The employee who has completed one year in the service shall be entitled to an annual paid leave of a 22 working days according to the employment contract.
- B- The college may grant the employee a portion of his/her annual leave in proportion to the annual period he/she spent in service of the college.
- C- The employee who joined the college during mid-semester may have a paid leave that equivalent to the days he/she spent working.
- D- Faculty and staff members cannot take their annual leave during the students study period. The annual leave has to be scheduled during student's summer holiday period.
- E- It may be agreed in the employment contract at an annual leave in excess of what has been stated.

Article (36):

The college shall schedule the annual leaves of its employees during the student's vacation period (midterm and summer time) according to the work requirements taking into consideration the employee's wish in fixing his/her leave whenever possible and that the resolution taken by the college will be final in this respect.

Article (37):

The employee may not waive his/her annual leave with or without pay and that the employee should enjoy it in its accrued year whenever possible and that he/she may, in consent of the college, defer his/her annual leave or days to the next year only.

Article (38):

The employee shall sign declaration stating the leave start date, leave completion date and where he/she will spend his/her leave.

Article (39):

The college shall not pay to the employee his/her salary for the period of the annual leave in advance upon enjoying it according to the last salary received.

Article (40):

The employee is entitled to his/her salary for the accrued leave days if he/she quitted the work before enjoying it for the period that he/she did not obtain his leave for it. Further he/she is eligible for the leave salary for the annual fractions in proportion to the days he/she was employed in. The last salary received by the employee will be considered for computing the salary of such leaves.

Article (41):

Official holidays and feasts:

A- The college applies the official university calendar applied by the MOE, in addition to one day in the occasion of the Saudi National Day. If the Saudi National Day coincides with the weekly off day or falls within either Eids, then the employer has to compensate the employee with another leave day or pay in lieu as wished by the employee.

B- If a day of the Eid holidays falls within the weekly off days, then the leave will not be extended accordingly.

Article (42):

The employee is entitled to a full paid leave in the following occasions:

- 1- Five days leave for his/her marriage.
- 2- Three days as a paternity leave in the event of a child is born.
- 3- Five days leave in the event of the death of the employee's spouse or any of his/her ascendants or descendants.

The college shall have the right to be furnished with documents in support of the above cases.

Article (43):

The employee, upon the college' approval, may obtain an unpaid leave to be determined by both parties with no exceed to 15 intermittent days annually. The employment contract will be deemed suspended during the leave if exceeds twenty days, unless otherwise agreed by the parties.

Article (44):

The employee who demonstrates his/her sickness by medical certificate issued by the college's physician or any other medical authorized party, may obtain a sick leave during the year as stated under article (117) of the Saudi Labor Law as follows:

- A. The first thirty days with full pay.
- B. The subsequent sixty days with three quarters of the pay.
- C. The subsequent thirty days without pay.

Article (45):

The sick employee is not allowed to report to duty unless decided by the college's physician or the college authorized medical party that he/she is recovered and became capable to perform his/her duties and that he/she is safe for their workmates.

Article (46):

The college shall grant Hajj holidays as a paid leave according to the MOE regulations.

Article (47):

The college may grant the Saudi employee who is receiving his/her training or education a full paid leave for the whole period of examination for unrepeated study year. The length of this leave is as many as the examination days. If the examination is for repeated year, then the employee shall be eligible to unpaid leave to sit for the examination. The college may request the employee to submit the supporting documents and proof that he/she has to sit for the exam. The employee has to submit the leave application at least four weeks before the examination date. The employee will be deprived from the leave if it is established that he/she did not sit for the examination without prejudice to disciplinary accountability.

Article (48):

The employee may not work with any other places while being on leave whether paid or unpaid. If the employee has violated this provision, then it may have the right to deprive him/her from the leave pay or recover the amount paid to him/her for that leave unless he/she has an approval from the college Dean that permit and according to work needs and regulations.

13. Protection and Safety

Article (49)

In order to protect the employees from the hazards and diseases that may result from the work, the college shall take the following measures:

- A. To announce in visible areas about work hazards as well as prevention media and instructions to be complied with.
- B. To prohibit smoking in the announced workplace.
- C. To provide the fire extinguishers and to provide rescue outlets in case of emergencies.
- D. To maintain the cleanness of buildings and workplaces.
- E. To maintain the toilets at the required hygienic level.
- F. To train the employees and students on methods of using the safety media and protection tools provided by the college.

Article (50):

The college shall appoint in each work location an officer to be in charge of the following:

- A. To develop preventive awareness to the employees.
- B. To conduct periodic inspection with the purpose of ensuring that the equipment are well-maintained and the proper use of the safety and protection equipment.
- C. To survey the incidents, log them and to prepare the necessary reports that contain the methods and precautions that prevent recurrence.
- D. To follow up implementing the safety and protection rules.

14. Medical Care

Article (51):

The college shall provide in each work place in which less than 50 employees a medical care cabinet containing sufficient quantities of medicines, bandages, detergents and other items as stated under article (142) of the Saudi Labor Law and that one trained laborer or more to conduct the necessary aids to the injured employees.

Article (52):

The college shall provide at each workplace having more than 50 employees' medical aid room, which met the standards stated in the executive regulation of the Saudi Labor Law and that a licensed nurse will be assigned to conduct the necessary aids to the employees under a physician's supervision.

Article (53):

The college shall provide medical insurance to all employees and their families according to the employment contract in authorized and specialized companies in medical insurance sector according to Council of Cooperative Health Insurance.

Article (54):

The college shall organize and regulate the medical care to employees as follows:

- A. The college will insure the employee immediately after his/her arrival to Saudi Arabia to get his/her Iqama (residence permit) issued.
- B. The Saudi employee will be insured once the contract has been signed.
- C. If the employee wants to insure any of his/her family members, then the college management's approval is to be obtained.

Article (55):

The medical care does not cover neither dental fixture, artificial limbs, nor the plastic surgery and equivalents as stated in the health insurance agreement.

15. Work injuries and occupational diseases

Article (56):

The employee, who is injured by work injury or occupational disease, has to inform his/her immediate supervisor or the management immediately upon call and that he/she has to communicate the physician directly when required.

Article (57):

The attendant physician has to inform the college management about any phenomena that indicate appearance of any occupational or epidemic disease among the employees.

Article (58):

The college shall contribute for all employees in the occupational risk branch–social insurance law.

16. College's Obligations & Prohibitions

Article (59):

The college shall comply with the following:

- A- To treat its employees in a proper way so as to reflect their conditions, interests and to abstains any saying or actions that may affect their dignity or religion.
- B- To give the employees the necessary time to say their prayers, rest in the event of work one shift time provided, not to be included within the 8 hours of duty.
- C- To avail access to the officers of the competent authorities in respect of check in, control and supervision of the proper application of the labor law, regulations, and decisions issued in this respect and to give the competent authorities all necessary information as required in achieving of this objective.
- D- To pay to the employee his/her salary at the time and place as specified in the contract or common practice taking into consideration the provisions of the applicable laws. If the employee attended to carry on his/her business activity as stated in the employment contract, or if declared that he is ready to carry on his/her job duties in this period and that he/she was not been able to perform his/her job duties due to reasons attributed to the college, then the employee shall be eligible to be paid for the period in which he/she did not perform the job duties.
- E- The college or its agent or any person having authority to the employees has to intensify the control by preventing entry of any prohibited material to the workstation. Whoever violates such directive, he/she will be subjected to the penalties stipulated under the table of violations and penalties.

Article (60):

The employee shall comply with the following:

- A- To comply with the instructions and orders pertaining to the work orders unless they are in contradiction with the provisions of the employment agreement, public discipline or common ethics or any jeopardizing matter.
- B- To punch in and out as scheduled.
- C- To perform his/her work duties perfectly under the supervision of the immediate supervisor or director.
- D- To take care of the machineries and tools placed under its supervision and to maintain the college's properties.
- E- To observe the good manners and to observe prevailing to the cooperation.
- F- To respect other employees and to obey his/her supervisors.
- G- To satisfy the college's customers within his/her authority.
- H- To comply with the college dress code.
- I- To sign any letter addressed by the management, if refused, then a report is to be written accordingly and the college shall have the right to take the proper disciplinary action.
- J- To provide assistance in the emergency cases or the hazards that threatens the safety of the work place.
- K- To maintain the confidentiality of the college.
- L- To fully dedicate to his/her assigned duties, and not allowed to perform any other work other than his/her scope of job whether paid or unpaid, unless it's approved by the college Dean.
- M- To abstain exploiting his/her work in the college for personal purposes to obtain personal profit, or interest for a third party at the account of the college.
- N- To inform the college on any changes that may occur to his/her social status or place of residence within a week.
- O- To comply with the prevailing instructions, rules, customs and traditions of Saudi Arabia.
- P- Not to receive any visitors in the workplace.
- Q- Not to use the equipment and tools of the college for personal purposes.

17. Social Services

Article (61):

- A- The college has to allocate proper place for the Muslim staff to perform their prayers.
- B- The college has to allocate proper areas where employees can have their meals.
- C- The college celebrates social occasions for its employees and these events should be written in periodical college magazine.

18. Grievance

Article (62):

- A- Without infringement to the employee's right to resort to the competent administrative or judicial parties, the employee may appeal against the college management of any action taken against him/her, and that such grievance is to be presented to the college management within seven days of his/her knowledge of such action, and the employee shall not be affected by such grievance.
- B- The employee shall be advised about the result of resolving his/her grievance within at most ten days of submission of such grievance.

19. Service Termination

Article (63):

The employee service shall be terminated in either case:

- A- Completion of the contract period.
- B- Employee's resignation should be at the end of the academic semester for academic staff and their equivalents.
- C- Contract termination for any reason stated under articles (75) and (80) of the Saudi Labor Law.
- D- If the employee leaves the work as stated under article (81) of the Saudi Labor Law.
- E- If the employee quits the work for 15 consecutive days or un-consecutive 30 in total days in a contract year, which starts from the first day absenteeism.

- F- If the employee has become disabled permanently under a report issued by an approved medical report.
- G- In the event of the employee's death.
- H- If the competent governmental authorities have cancelled the work permit or residence permit or resolved not to renew them or repatriate the non-Saudi employee.
- I- If the employee reached 60 years old. The contract term extends beyond this age limit if there is a need for this academic position.
- J- Employee who has been working in the college between two to five years deserves a half monthly salary for each year for service as end of service benefit, and one month salary for employee who has been working in the college for five years or more as stated under article (84) of the Saudi Labor Law.

Article (64):

In case the employee's resigned or wants to end the contract, it is required by the law to submit a notice to the other party, and the following must be considered:

- A- Employee must submit a request for resignation to the direct supervisor through oracle.
- B- Direct supervisor will review the request and if agreed will forward it to the College Dean for approval.

Article (65):

Upon completion or termination of the employee, he/she will be returned at his/her request all his/her documents maintained in his/her service file and that he will be given service certificate as stated under article (64) of the Saudi Labor Law, free of charge.

20. Rewards

Article (67):

The rewards are granted to the employees who are found active, sincere and efficient in a way that contributes in increasing the productivity or those who are performing exceptional works, in addition to their regular duties within their limits, or those who create new practices and techniques that will result in raising the productivity, or those who perform urgent and accurate duties, or those who prevent damages or loss jeopardizing the college and its employees or achieving savings in the college resources.

Article (68):

Performance and appraisal reports stated here under are considered as grounds upon granting the reward stated herein.

The rewards fall into two categories:

A- Non- material rewards:

- 1- To write a thanks and appreciation letter.
- 2- To grant additional leave without pay and will not deemed as service severance.
- 3- Announce the distinguished staff in the signboard under any nomination, employee of the month or employee of the year.
- 4- Otherwise, as seen appropriate by the senior authority.

B- Material rewards:

- 1- Exceptional increments and promotions.
- 2- Production rewards.
- 3- Additional gifts.
- 4- Invention rewards.
- 5- Additional travel tickets other than the prescribed ones.
- 6- Granting additional paid leave.

Article (69):

Rewards are given according to the college Dean suggestion and the approval of the chairperson of the BOT in accordance with the mechanisms stated in the college policy for

rewards and recognition. The college shall grant the rewards under a resolution of the authority or his/her representative.

21. Violations and Penalties

Article (70):

Employee who commits any action laid down in the violation and penalties table annexed to this regulation, which is an integral part thereof, will be liable to the penalty stipulated in this regulation.

Article (71):

Penalties that may be applied to the violating employee:

- A- **Draw attention:** It is an oral or written reminder given to the employee by his/her immediate supervisor. Such written reminder draws the attention of the employee to comply with rules applicable to his/her job and not to repeat such action in future.
- Warning:** It is a written advice addressed by the college to the employee stating the type of the violation he/she has committed and to draw his/her attention to a possible severe penalty if such violation continued or repeated in future.
- B- **Deduction percentage of the salary** that falls within a portion of the daily salary.
- C- **Deduction percentage of the salary:** varies between one day pay to five days' pay in month at most.
- D- **To suspend the employee without pay:** This means to suspend the employee from the work for specific period without pay, this suspension should not to exceed five days a month.
- E- To stop the regular increment or promotion for a period not to exceed one year.
- F- Termination with severance pay: It is meant to terminate the employee for his violation without effect to his/her right in the severance pay.
- G- Termination without severance or remuneration means to terminate the employment contract without paying neither severance nor remuneration for his/her commitment to one violation or more which is stipulated under article (80) of the Saudi Labor Law.

Article (72):

Employee who commits any violation will be punished, as indicated under article (71) of this regulation, and is liable to the penalty stipulated against the violation he/she has committed. The penalty must be in proportion to the type and extent of the violation according to the Ministry of Labor and Social Development regulations and college policies.

Article (73):

Penalty authority is vested to the college Dean or his/her representative. He/she may replace the prescribed penalty with less lenient one for any violation committed for the first time.

Article (74):

An employee who commits the same violation after the lapse of six months, such violation will be considered as if it is committed for the first time and the prescribed penalty is applied accordingly.

Article (75):

When more than one violation entails from only one action, the severest penalty prescribed for such violation is applied.

Article (76):

It is not permitted to apply more than one penalty or deduct a portion of the employee's pay and any other pay deduction penalty in one time.

Article (77):

No penalty will be applied to the employee unless notified in writing about the violation he/she committed, his/her sayings are heard and pleas are investigated under a report to be maintained in his/her own file.

Article (78):

Without infringement to the provisions of Article (80) of the Saudi Labor Law, it is not allowed to apply a penalty to the employee for action he/she has committed outside the worksite unless such violation is directly associated to the work, college or its officer in charge.

Article (79):

Employee's disciplinary accountability is disregarded by the lapse of 15 days of the violation date without any investigative action taken by the company in this regard.

Article (80):

The college may not apply the penalties stipulated under this regulation after the lapse of more than 30 days from the violation occurrence date.

Article (81):

The employee will be notified by the college in writing about the extent and lapse of penalty imposed upon him/her and the penalties that will be applied if the same violation is repeated, should the employee refrain from receiving the notice or reject to sign receipt acknowledgment, the notice is to be sent by the official e-mail at the address shown in his personal file.

Article (82):

Without infringement to the employee's right to object in appearance to the competent committee as stipulated under article (72) of the Saudi Labor Law, the employee may raise grievance through his/her immediate superior to the college management against any penalty imposed upon him/her in accordance with the grievance procedures stipulated under the work regulation.

Article (83):

A separate penalty sheet is allocated for every employee where the type of violation committed; date and applied penalty are recorded. Such sheet is maintained in the employee's personal file.

Article (84):

Fines applied to the employees are registered in a special record in compliance with the provisions of article (73) of the Saudi Labor Law. Such fine amount is presented annually to the Ministry of Labor and Society Development to decide law to manage them in securing social health and recreational services to the college's employees.

Article (85):

The provisions of the above article do not affect the college's right to rescind the employment contract in an application to the provision of articles (75) and (80) of the Saudi Labor Law.

22. Women Employment Provisions

Article (86):

College will bear the expenses of the medical check, expenses of treatment and maternity as per the medical insurance regulation and according to the contract conditions.

Article (87):

The female employee is eligible to maternity leave for Ten weeks; maximum Four weeks can be given before the delivery expected date and the Six weeks after delivery. The possible delivery date is fixed by the medical authority acceptable to the college or via medical certificate certified by health party and the certificates of external doctors is not accepted. It is not allowed to employ the female employee within the first six weeks following her delivery.

Article (88):

The payment to a female employee during her absence in maternity leave will be as follows according to college policy and employee contract:

- A. For the female employee who has spent less than one year service in the college is entitled to unpaid leave.
- B. The female employee who has spent one year and more in service of the college is entitled to be paid half of the maternity leave.
- C. The female employee who has spent three years and more at the day of the leave start in service of the college is entitled to maternity full paid leave.
- D. The female employee who has made use of the maternity leave at full pay may not claim the ordinary annual leave pay for the same year and that it will be paid half of the annual leave if she has made use of that year of the maternity half pay leave.

Article (89):

The female employee at the first months of the pregnancy may inform the college to conduct the periodic medical checkup and medical report and to determine the probable delivery date.

Article (90):

The college has to consider the breastfeeding period and consider the wishes and circumstances of the female employee if possible and that the female employee has to comply with the schedule.

Article (91):

The college has to prepare places for the rest of the female employee separate from men and that the workwomen have to take into account the necessity to be decent in clothing, appearance and to comply with customs and traditions applicable in Saudi Arabia.

Article (92):

A- The Muslim Female employee is eligible for 4 months and 10 days leave from the date of her husband's death. In addition, the leave can be extended if the employee is pregnant until she delivers the baby.

B- The Non-Muslim Female employee is eligible for 15 days leave from the date of her husband's death.

Such employees are not eligible to work or participate in any other job during this leave, and the college has the right to request documents to prove such cases.

23. Concluding Provisions

Article (93):

The college shall prepare a classification to the employees according to their occupational grades based on job grading policy.

Article (94):

The provisions of this By-Law are applied to the college's employees effective from the next day of announcing it.

Article (95):

The By-Law will be declared by placing it on a clear and visible place in the workstation within at most one week of the communicating the ministerial resolutions stated in the above clause.

Appendix 1

Faculty Affairs

Article 1

Faculty members include:

- 1- Professors.
- 2- Associate Professors.
- 3- Assistant Professors.

Article 2

The following staff may be classified as faculties: lecturers, teaching assistants, language instructors, and assistant researchers.

Appointment and Promotion

Article 3

The College Operational Committee (COC) at FCMS is responsible for appointing of lectures, teaching assistants, language instructors, and assistant researchers. The committee submits its recommendations to the College council (CC), and it has the following obligations:

1. Suggesting the general policy for choosing the lecturers, teaching assistants, language instructors, and assistant researchers, as needed by the FCMS.
2. Giving opinions regarding recommendations of the department within FCMS related to appointing lecturers, teaching assistants, language instructors, and assistant researchers according to actual needs as stated in the college manpower plan.
3. Suggesting distributing positions of lecturers, teaching assistants, language instructors, and assistant researchers according to the recent and future needs of each department.

Article 4

The nominee teaching assistant should have the following qualifications:

1. He/she should have BSc or an equivalent degree from a Saudi university or an acknowledged university.
2. He/she has at least a GPA of “very good”
3. He/she should meet all the prerequisites determined by the BOT.

Article 5

The nominee lecturer and the language teacher should have the following qualifications:

1. He/she should have MSc or an equivalent degree from a Saudi university or an acknowledged University.
2. He/she should at least get a GPA of “very good” if he/she has received the degree from a University which lists the GPA in words.
3. He/she should meet all the prerequisites determined by the BOT.

Article 6

The nominee assistant researcher should have the following qualifications:

1. MSc holder (named assistant researcher A)
 - a) He /she should have MSc or an equivalent degree from a Saudi university or and acknowledged university with a GPA of “very good” if he should get this degree from a university which lists the GPA in words.
 - b) He/she should meet any other conditions put by the university.
2. BSc holder (named assistant researcher B)
 - a) He/she should have BSc or an equivalent degree from a Saudi university or and acknowledged university with a GPA of “good”.
 - b) He/she should meet any other conditions put by the FCMS.

Article 7

The teaching assistant, lecturers, and language teacher are appointed according to a recommendation by the Department Council, College Operational Committee (COC) and the final approval of the Dean.

Article 8

The assistant researcher is appointed by the Dean of FCMS based on a recommendation by the Department Council, and the College Council.

Article 9

The regulations of educational positions approved by the Public Civil Service Council Decision No. 590 on 10/11/1401 H and its amendments are applicable to language teachers and assistant researchers.

Article 10

The assistant professor should have PhD or an equivalent certificate from a Saudi or an acknowledged university, and meet any other conditions put by the BOT.

Article 11

Keeping in mind Article (10) of these regulating rules, the associate professor should have the following qualifications:

1. He/she should have PhD or an equivalent degree from a Saudi university or an acknowledged university.
2. He/she should have worked at least for four years as an assistant professor.
3. He/she should have been promoted to the rank by a Saudi university or an acknowledged university.

Article 12

Keeping in mind Article (10) of these regulating rules, the professor should have the following qualifications:

1. He/she should have PhD or an equivalent degree from a Saudi university or an acknowledged university.
2. He/she should have worked at least for eight years, at least four of which as an associate professor.
3. He/she should have been promoted to the rank by a Saudi university or an acknowledged university.

Article 13

Faculties are appointed by the BOT based on a recommendation of the Department Council, and the College Council within FCMS.

Article 14

Regarding financial allowances and payments, faculty members, lecturers and teaching assistants are treated according to approved Salary Scale and benefits within FCMS including medical insurance coverage if applicable.

Faculty staff members will be appointed as follows as per the College Salary Scale:

- English Language Teacher (BSc): Grade (A5)
- Clinical Instructor/Lab supervisor: Grade (A5)
- Lecturer (MSc): Grade (A4)
- Assistant professor: Grade (A3)
- Associate professor: Grade (A2)
- Professor: Grade (A1)

Article 15

The assistant professor who is candidate to the rank of associate professor should have the following qualifications:

1. He/she should at least have worked for four years as an assistant professor in a Saudi university, or an acknowledged university provided that he has at least worked for a year in a Saudi university.
2. He/she should have published the minimum number of research papers (units according to the instructions of promotion) according to the rules of Article (33) of these regulating rules.
3. These papers should be published or accepted for publication during his/her working as an assistant professor.

Article 16

The associate professor who is a candidate to the rank of professor should have the following qualifications:

1. He/she should at least have worked for four years as an associate professor in a Saudi university, or an acknowledged university provided that he/she has at least worked for a year in a Saudi university.
2. He/she should have published the minimum number of research papers (units according to the instructions of promotion) according to the rules of Article (33) of these regulating rules.
3. These papers should be published or accepted for publication during his/her working as an associate professor.

Article 17

The faculty member is promoted according to the following three parameters:

1. Academic research works.
2. Teaching excellence.
3. College and community service.

Article 18

The following are the promotion procedures:

1. The faculty member applies to the related department council, and the application form should include:
 - a) A list of academic and professional qualifications, experience and jobs.
 - b) Teaching activities including teaching load.
 - c) A record of College and community service.
 - d) At least five copies of research work presented for promotion, including all required data.
 - e) Any additional data which may be helpful for promotion.
 - f) Any other related documents which may be required by the department council and the college council.
2. The Department Council studies the promotion application and verifies that all conditions and procedures are met. It suggests submitting the application to the College Council including a nomination of at least eight referees in the major.
3. Based on the recommendation by the Department Council, the College Council discusses the application and nominates a number of referees in the major not less than eight, whether from those already nominated by the Department Council or others.
4. Based on the recommendation by the Department Council and the College Council, the application is sent to the Scientific Council of one of the Saudi Universities to consider the promotion of the faculty according to its rules and regulation.

Article 19

The faculty member who applied for promotion is evaluated out of 100 grades divided as follows:

- 60 grades for research works.
- 25 grades for teaching excellence.
- 15 grades for College and community service.

The College Council may determine some parameters for evaluating the applicant with regard to teaching, and college and community service based on a recommendation by the scientific council of the chosen Saudi university.

Faculty Obligations

Article 20

The faculty member should meet the following prerequisites:

1. He/she should have good reputation, be honest and committed to following public rules and regulations. He/she should also avoid all job misconduct or illegal behavior.
2. He/she should follow the up-to-date innovations in his/her major and share in its development.
3. He/she should pass on the most recent innovations in his/her major to his/her students, including inspiring knowledge love and correct methods of scientific thinking.
4. He/she should actively share in the Department Council works and other council's at all professional levels - department, and college. In addition, he/she should energetically participate in non-curricular and community activities in the department, and college.
5. He/she should be fulltime devoted to his/her work in the College. He/she is not allowed to have any other part-time job outside the College unless he/she gets a prior permission according to the regulations and rules.

Article 21

The faculty member is responsible for keeping order in the teaching classrooms laboratories and clinical or other type of instructions. He/she should submit a report about any misconduct conflicting with public order.

Article 22

A) The upper limit of the teaching load of the faculty member and similar staff is as follows:

- 1- The professor: 12 educational units (credit hours).
- 2- The associate professor: 14 educational units.
- 3- The assistant professor: 16 educational units.
- 4- The lecturer: 18 educational units, it may be less than that during his study.
- 5- The teaching assistant: 18 educational units.
- 6- The language teacher: 18 educational units.

B) The educational unit: A 50-minute weekly theoretical or clinical lecture, or a 100-minute applied lesson which is commonly known as the credit hour. It continues for one semester.

Article 23

The faculty member and similar staff should work 40 hours weekly spent in teaching, research, clinical activities, office hours, academic committees, academic counseling, and other required administrative and research works. Based on a decision by the BOT, this can be raised up to 45 hours.

Article 24

Faculties in charge of administrative works such as the Dean and vice-deans, directors of centers, and heads of academic departments are compensated financially for their posts.

Article 25

The head of the academic department submits an annual report to the Dean of the College about the department and the academic activities of its faculty members. The Dean of the college should also submit an annual report to the BOT about the College.

Salaries, Allowances and Payments

Article 26

The approved salary scale for the FCMS in these regulating rules is applicable for faculty members, lecturers and teaching assistants.

Article 27

The college vice-dean receives a monthly allowance of 6000 Saudi riyals. The head of the academic department receives a monthly allowance of 5000 Saudi riyals.

Article 28

The payment of the faculty member and similar staff who work in the College and give extra hours are dealt with as follows:

- 1- The professor: 300 Saudi riyals.
- 2- The associate professor: 250 Saudi riyals.
- 3- The assistant professor: 200 Saudi riyals.
- 4- The lecturer and language teacher: 150 Saudi riyals.
- 5- The teaching assistant: 100 Saudi riyals.

Article 29

If the teaching load of the faculty member is more than the prescribed load, the college council may decide giving him/her a payment according to his/her grade.

Vacations

Article 30

The annual holiday for the faculty members, lecturers, teaching assistants, and language teachers is the summer vacation. The vacation does not start unless the final examinations end and the results are announced. The College Council determines the appointments of the end of the holiday.

Article 31

Upon a decision by the Dean of the College, the faculty member, lecturer, and language teacher, the teaching assistant can teach during the summer vacation. He/she should receive a payment of extra teaching hours as per college compensation.

Article 32

If necessary, the Dean of the College can delay the starting date of the faculty member and similar staff annual vacation or part of it.

Article 33

For the other holidays, the related rules of civil service law and its regulations are applicable to the faculty members and similar staff.

Attending Conferences, Symposia and Workshops

Article 34

The faculty member can attend conferences, symposia, and workshops in Saudi Arabia or abroad, according to the following conditions:

1. There should be a relationship between the topic of the conference, symposium or workshop and the major of the faculty member or his/her work obligations.
2. Participation in conferences, symposia and workshops in Saudi Arabia should be based on the recommendation of the Department Council, the College Council, and the approval of the Dean of the College.
3. Participation in conferences, symposia and workshops abroad should be based on

the recommendation of the Department Council, the College Council, the support of the Dean, and the approval of the Chair of the BOT.

4. The faculty member who participate in a conference or symposium should submit a report about it to the office of the Dean of the College.

Article 35

The College may issue an air ticket and delegation payment for the faculty member who attends the conference or symposium. It is also possible to issue the ticket only or give permission to attend without giving any payment.

References:

- 1- Ministry of Labor and Social Development, Saudi labor system:
<https://portal.mol.gov.sa/ar/LaborLaw>
- 2- Ministry of Education, Higher Education section:
<http://www.mohe.gov.sa/ar/studyinside/Private-higher-Education/Pages/ExecutiveRules.aspx>
- 3- Higher education council system
- 4- Implementing rules and administrative procedures and technical privet colleges list
- 5- University of Dammam, Dammam
- 6- Majmaah University, Majmaah
- 7- King Faisal University, Dammam

Approval:



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The Dean