

Official Gazette

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**Law No. 36 of 2012**

**The promulgation of the labour law in the private sector**

We, Hamad Bin Isa Al Khalifa, King of Bahrain,

After perusal of the Constitution;

The Civil and Commercial Procedure Law promulgated by virtue of Law No. 12 of 1971 as amended;

The Labour Law in the private sector promulgated by virtue of Decree Law No. 23 of 1976 as amended;

The Social Insurance Law promulgated by virtue of Decree Law No. 24 of 1976 as amended;

The Law of Evidence in Civil and Commercial matters promulgated by virtue of Decree Law No. 14 of 1996 as amended by Law No. 13 of 2005;

The Civil Code promulgated by virtue of Decree Law No. 19 of 2001;

The Law on Workers Trade Unions promulgated by virtue of Decree Law No. 33 of 2002 as amended by virtue of Law No. 49 of 2006;

Law No. 19 of 2006 on the organization of the labour market;

Law No. 74 of 2006 on the welfare, rehabilitation and employment of persons with disabilities;

Law No. 3 of 2008 on the General Authority for Social Insurance

The State Council and the Council of Ministers enacted the following law and we ratified it and promulgated it as follows:

**Article 1**

The Labour Law for the private sector hereto attached shall be implemented.

## **Article 2**

The Ministerial decisions issued in implementation of the provisions of the Labour Law for the Private Sector promulgated by virtue of Decree Law No.23 of 1976 shall remain in force when not contrary to the provisions of the attached law, until the Minister in charge of labour-related matters in the private sector issues the necessary decisions for the implementation of its provisions within six month as of the date of its promulgation.

## **Article 3**

Subject to the provision of Article 2 of this Law, the Labour Law for the Private Sector promulgated by virtue Decree Law No. 23 of 1976 shall be repealed in addition to any text violating the provisions of the Law hereto attached.

## **Article 4**

The Prime Minister and the Ministers, each within their respective area of jurisdiction, shall implement the provisions of this Law which enters into force one month as of the date of its publication in the Official Gazette.

King of Bahrain,  
Hamad Ben Issa Al Khalifa  
Promulgated in Rifa'a Palace  
On July 26, 2012

# **The Labour Law for the Private Sector**

## **Title I Definitions and General Provisions**

### **Chapter I**

#### **Definitions**

##### **Article 1**

For the purpose of implementation of this Law, the following terms and expressions shall have the meaning ascribed to them, unless otherwise required by the context:

- 1- **The Ministry:** The Ministry in charge of labour-related matters in the private sector.
- 2- **The Minister:** The Minister in charge of labour-related matters in the private sector.
- 3- **The Worker:** Every natural person working in return for a wage for an employer and under the latter's management and supervision.
- 4- **The Employer:** Every natural person or legal entity employing one or more worker in return for a wage.
- 5- **The Basic Wage:** The remuneration specified in the labour contract paid to the worker on a periodical basis in addition to the possible increments if any.
- 6- **The Wage:** All what the worker receives in return for his work of any kind whatsoever, whether fixed or variable, in cash or in kind, including the basic wage and its accessories such as gratuities, allowances, grants, rewards, commissions, and other benefits.
- 7- **The Labour contract:** The agreement between an employer and a worker by virtue of which the worker undertakes to perform a specific work to the employer under the latter's management and supervision and in return for a wage. The contract is deemed for a definite period if concluded for a definite period or for the completion of a specific work.
- 8- **Labour Action:** The action arising from the individual labour contract.
- 9- **The Judge in charge of labour actions:** any member of the Office in charge of labour actions specified in Article 120 of this law.
- 10- **Work Injury:** This expression shall have the meaning specified in Article 4, paragraph 7 of the Social Insurance Law promulgated by virtue of Decree Law No. 24 of 1976.
- 11- **The Notice Period:** The period specified in Article 99, paragraph (a) of this Law.
- 12- **Night:** The period between 7:00 pm and 7:00 am.

## **Chapter II General Provisions**

### **Article 2**

- a-** The provisions of this Law shall not be applicable to civil servants and public legal entities that are subject to the Civil or Military Service Regulations or to a special legal regulation governing the job relationship.
- b-** Except for the provisions specified in Article 6, 19, 20, 21, 37, 38, 40, 48, 49, 58, 116, 183 and 185 and in Titles XII and XIII of this Law, the provisions of this law shall not be applicable to:
  - 1. Domestic servants and persons regarded as such, including agricultural workers, security house-guards, nannies, drivers and cooks performing their works for the employer or his family members;
  - 2. Members of the employer's family effectively dependent on him, such as his husband, wife, ascendants and descendants.

### **Article 3**

The Gregorian calendar shall be retained for the calculation of the time-limits specified in this Law.

### **Article 4**

Any condition or agreement in violation of the provisions of this Law shall be deemed null and void even if its date precedes the date of enforcement of this Law, if it prejudices the rights of the workers specified in it.

The better benefits or conditions, which are decided or to be decided by virtue of individual or collective labour contracts, labour regulations at the establishment or other, or by virtue of a custom shall remain applicable.

### **Article 5**

Any conciliation implying a derogation or discharge from the worker's rights arising from the labour contract during its validity period or within three months as of the date of its expiry shall be deemed null if contrary to the provisions of this Law.

### **Article 6**

All labour-related actions instigated by workers or their heirs shall be exempted from the judicial fees.

The Court shall order the party instigating the action to pay all or part of the expenses in case the action was rejected without prejudice to the provisions of the Civil and Commercial Code of Procedure.

Moreover, the workers or their heirs shall be exempted from all of the fees on certificates and copies they request as well as on the complaints and claims they submit in accordance with the provisions of this Law.

#### **Article 7**

The dissolution, liquidation, partial or total closing of the establishment, the downsizing of its activities or its bankruptcy shall not hinder the fulfillment of all of the obligations by virtue of the law.

The merger of the establishment, its transfer by means of inheritance, will, donation, sale, even if through public auction, lease or other acts shall not entail termination of the labour contracts at the establishment. The successor shall be jointly liable with the previous employers for the fulfillment of all of the obligations arising from these contracts.

#### **Article 8**

The workers shall have the right to strike to defend their interests in accordance with the controls set forth by virtue of the law. The exercise by the worker of this right shall entail the suspension of the labour contract throughout the strike period.

#### **Article 9**

Every citizen capable of work and wishing to work shall submit a request to register his name at the Ministry or any of its affiliated centers, indicating his age, the time of submittal of the request, his qualifications, occupation and previous experiences if any. The Ministry shall record such requests in a special register under serial numbers immediately following their submittal and shall issue to the party submitting the request a certificate to this effect, free of charge.

The data to be included in the certificate mentioned in the previous paragraph shall be determined by virtue of the Minister's decision.

The Ministry, in cooperation and coordination with the concerned authorities shall take the appropriate procedures for employing the parties submitting these requests.

#### **Article 10**

The employer must provide his workers with appropriate means of transportations in the work regions, as determined by virtue of the Minister's decision.

### **Article 11**

The employer employing workers in regions far from urban regions as determined by virtue of the Minister's decision must provide them with the appropriate meals and adequate accommodation.

The Minister shall issue, after taking the opinion of the concerned ministries, the Bahrain Chamber of Commerce and Industry and the General Confederation Workers Trade Unions in Bahrain, a decision determining the accommodation's conditions and specifications and determining the types and quantities of food offered to the worker in each meal as well as the monetary allowance paid by the employer instead of said meals.

### **Article 12**

The employer shall hand over to the worker a receipt with respect to all papers, certificates or tools deposited by the latter with him.

The employer undertakes to return to the worker upon the termination of the labour contract all what the latter may have deposited with him, immediately upon his request.

### **Article 13**

The employer shall give the worker – during the validity period of the labour contract or upon its termination and free of charge – a certificate including the requested data on the date of employment, the type of work performed, the wage and other benefits he obtained, his experience, occupational competency, and the date and reason for termination of the labour contract.

### **Article 14**

The worker shall be deemed aware of any regulations, decisions, by-laws or other, which must be posted in an apparent location at the workplace by virtue of the law, if the employer handed over to the worker a copy thereof in return for the latter's signature as an acknowledgment of receipt.

## **Title II Occupational Apprenticeship**

### **Article 15**

An occupational apprentice shall be deemed to be every person who concludes a contract with an employer for the purpose of learning a craft, occupation or industry for a definite period of time during which the apprentice shall work under the supervision or management of the employer in return for a compensation or wage.

The Minister shall, after taking the opinion of the Bahrain Chamber of Commerce and Industry and the General Confederation of Workers Trade Unions in Bahrain issue a decision determining the procedures and rules governing occupational apprenticeship.

#### **Article 16**

The contract of occupational apprenticeship shall be in writing in the Arabic language. It shall determine the learning period of the craft, occupation or industry, its successive stages and the graduated reward or wage of each stage, provided that said wage or reward in the final stage does not fall below the amount fixed for similar work in the craft, occupation or industry subject to apprenticeship.

#### **Article 17**

The employer may terminate a contract of apprenticeship if he is satisfied that the apprentice is incompetent or not willing to learn the craft, occupation or industry in a proper manner.

The apprentice may terminate the contract on any reason whatsoever.

In all cases, the party wishing to terminate the contract shall notify the other party at least seven days before the determined date of termination.

#### **Article 18**

The provisions of Titles VII and VIII of this law shall apply to the apprentice.

### **Title III**

#### **Individual Labour Contract**

#### **Article 19**

The labour contract shall be made in writing in the Arabic language in two copies; each party shall receive a copy. If drafted in a foreign language, a translated version shall be attached. If the contract includes references to by-laws, said by-laws shall be attached to the labour contract and signed by the parties and retained as evidence. In case of inexistence of a written labour contract, the worker may solely prove all of his rights through all means of proof.

#### **Article 20**

The labour contract shall include the essential data of the parties, in particular the following data:

- 1- The employer's name, the address of the workplace and the trade register number;
- 2- The worker's name, his date of birth, qualifications, job or occupation, residential address, nationality and the necessary personal identification documents;

- 3- The nature, type and duration of the contract if for a definite period;
- 4- The wage agreed upon, method and time of payment, and all of the benefits in cash or in kind agreed upon;
- 5- The other data determined by virtue of the Minister's decision.

#### **Article 21**

- a) The worker may be employed under a probation period if expressly specified in the labour contract, provided said period does not exceed three months.  
Nevertheless, the probation period may be increased in the occupations to be determined by virtue of the Minister's decision, provided said period does not exceed six months.  
The probation condition shall only be retained if expressly specified in the labour contract.
- b) Either party may terminate a labour contract during the probation period if said party finds that its continuance is not appropriate, provided that the party terminating the contract notifies the other party at least one day before the date of termination.
- c) The same employer shall employ no worker under probation more than once.

#### **Article 22**

The employer may not depart from the conditions agreed upon in the individual or collective labour contract or entrust the worker with a work not agreed upon unless necessary in order to prevent the occurrence of an accident, for the remedy of any act made by said worker or in case of force majeure, provided this is temporary. The employer may entrust the worker with a work not agreed upon if said work is not essentially different from his initial work and provided the worker's rights are not prejudiced.

The employer may train the worker and qualify him to execute a work different from the work agreed upon in line with the technological development at the establishment provided the competent Ministry and the concerned trade union are notified.

### **Title IV Employment of minors**

#### **Article 23**

For the purpose of implementation of the provisions of this Law, a minor shall be every person who is of fifteen years of age but who has not yet attained the age of eighteen years.

#### **Article 24**

It shall be prohibited to employ any minor who has not yet attained the age of fifteen years.



### **Article 25**

Minors shall not be employed effectively for a period exceeding six hours a day. They shall not be permitted to remain in the workplaces for more than seven consecutive hours. The working hours shall be interrupted by one or more intervals, the total of which shall be not less than one hour for rest and a meal. Such interval or intervals shall be so arranged in such a way as a minor shall not work for more than four consecutive hours.

### **Article 26**

Minors shall not be employed during the night period or on weekly rest days or official holidays.

### **Article 27**

- a- The employer, shall prior to the employment of any minor, verify:
  - That the custodian or guardian approve the minor's employment;
  - That the minor has undergone a medical examination to ascertain his physical fitness to exercise the work;
  - That the minor is not employed in hazardous or dangerous works or works endangering his health or ethical behavior;
  - That the Ministry is notified all of the data related to the minor.
  
- b- An employer shall, following the employment of the minor:
  1. Post in an apparent location at the workplace a copy of the provisions on the employment of minors specified in this Title and a declaration retained by the Ministry on the determination of the working hours, the rest periods and weekly rest dates;
  2. Draft a statement clarifying the names of minors working for him, their age, the works entrusted to them and the date of their employment;
  3. Subject the minor to a periodical medical examination to verify his physical fitness on the dates set by virtue of the Minister's decision following consultation with the employers and workers' representatives.

### **Article 28**

Subject to the provisions of this Title, the Minister shall issue a decision determining any other conditions, cases or circumstances governing the employment of minor, and determining the occupations, industries and arduous and hazardous works in which minors may not be employed or which may be harmful to their health, safety or ethical behavior in accordance with the various age stages. These occupations shall be re-examined periodically or when necessary.

**Title V**  
**Employment of women**

**Article 29**

Subject to the provisions of this Title, female workers shall be subject to all of the provisions governing the employment of male workers without discrimination in similar situations.

**Article 30**

The Minister shall issue a decision determining the cases, works and occasions in which women may not be employed at night.

**Article 31**

The Minister shall issue, after taking the opinion of the concerned authorities, a decision determining the works in which the employment of women is prohibited.

**Article 32**

- a- A female worker shall be entitled to a maternity leave on full pay for sixty days including the period before and after delivery provided she produces a medical certificate retained by one of the governmental health centers or one of the clinics retained by the employer, indicating the expected delivery date.

The female worker may obtain an unpaid maternity leave for fifteen days in addition to the abovementioned leave.

- b- The female worker shall not be employed during the forty days following the delivery. In case said female worker works for another employer during the maternity leave, she shall be subject to the provisions of Article 62 of this law.

**Article 33**

The employer shall not dismiss or terminate the labour contract of the female worker as a result of her marriage or during her maternity leave.

**Article 34**

The female worker shall be entitled to an unpaid leave for taking care of her child not exceeding six years of age, of maximum six month each time and for three times throughout the period of her service.

### **Article 35**

The female worker shall be entitled after the end of her maternity leave and until her child reaches six month of age to two breastfeeding periods of not less than one hour each. The female worker shall also be entitled to two period of half an hour to provide care for her child each until her child reaches one year of age. The female worker shall be entitled to join these two periods and these two additional periods shall be deemed part of the working hours and shall not entail any wage deduction. The employer shall determine the timing of the abovementioned period the female worker takes to provide care for her child in accordance with the female worker's circumstances and the interest of the work.

### **Article 36**

The employer employing women shall post in an apparent location at the workplaces or in the places of gathering of workers a copy of the regulations governing the employment of female workers.

## **Title VI Wages**

### **Article 37**

The worker's wage shall be determined in accordance with the individual or collective labour contract or the work regulations at the establishment. In case the wage is not determined in such manners, the worker shall be entitled to a wage calculated for the work performed of the same nature if any.

Where no such wage exists, it shall be calculated in accordance with the business practice retained in the occupation in the relevant sector. If no such practices exist, the competent court shall estimate the wage due to the worker in accordance with the requirements of equity.

This method shall be retained in determining the type of the service to be performed by the worker.

### **Article 38**

Wages may be calculated by the hour, day, week, month, on a piece-rate or per production.

Wages shall not be deemed to be calculated on a piece-work or production basis unless expressly specified in the labour contract.

### **Article 39**

Discrimination in wages based on sex, origin, language, religion or ideology shall be prohibited.

#### **Article 40**

- a- Wages and other amounts due to the worker shall be paid in the Bahraini currency and an agreement may be concluded for their payment in a legal tender currency;
- b- Wages shall be paid on one of the working days at the workplace, subject to the following:
  - 1- Workers appointed with a monthly wage shall be paid at least once a month;
  - 2- If the wage is paid per production and the work required a period exceeding two weeks, the worker shall receive each week an advance payment in accordance with the completed work, provided the remaining amount is paid during the week following the completion of the entrusted work;
  - 3- The workers' wages in cases other than those mentioned in the two previous paragraphs shall be paid once each week at most, unless otherwise agreed upon;
  - 4- Upon termination of employment, a worker shall be immediately paid his wages and all of the amounts due to him. However, should he terminate his employment of his own accord, the employer is required in this event to pay the worker's wage and all of his entitlements within a period not exceeding seven days as of the date on which the worker left his work.
- c- Subject to the provision of the previous paragraph, if the employer shows delay in the disbursement of the worker's wage, said employer shall pay to the worker an annual compensation equivalent to 6% of the wage in respect of which a delay was shown during six months or less as of the date of payment of the wage. This rate shall be subject to a 1% increase for each month of delay after said period without exceeding 12% of the wage per year.

#### **Article 41**

The employer shall not transfer a worker employed on monthly basis to a worker employed on a daily, weekly, piece-work or hourly basis, without the worker's written consent and without prejudice in this case to all of his rights acquired during the period in which he received a monthly wage in accordance with the provisions of this Law.

#### **Article 42**

The employer shall not force the worker to purchase foodstuffs, goods or services from specified establishments owned by him or by a third party or which are produced or offered by the employer.

#### **Article 43**

When a worker shows up at the workplace during the specified work period showing readiness to exercise his work during the said period and is prevented from doing so for reasons attributed to the employer, he shall be deemed as having effectively worked and shall be entitled to his full wage.

However, if the worker showed up at the workplace and was prevented from executing his work for reasons of force majeure beyond the employer's control, the worker shall be entitled to half his wage.

#### **Article 44**

- a- An employer shall not deduct more than ten percent of the worker's wage in repayment of any amounts loaned to the worker during the validity period of the contract. The employer shall not charge any interest for such loans. This provision shall be applicable to wages paid in advance.

However, with respect to loans granted for building houses, such deduction from the wage may be increased to a proportion which shall not exceed 25% of the wage, subject to the worker's written consent in this respect.

- b- The employer may make the worker bear the real administrative expenses incurred on the loan, and the payment of said expenses shall be subject to the rules retained for the payment of the loan.
- c- If a worker leaves his work before repayment of the loan owed by him, the employer shall be entitled to carry out the off-setting between the amounts borrowed by the worker against the sums due to him by the employer.

#### **Article 45**

The wage due to the worker may not be attached and no portion of it may be assigned or deducted as payment of a debt except to the extent of 25%. This proportion may be increased to 50% for the payment of alimony.

In the event of the payment of multiple debts, alimony shall receive first priority, followed by any amounts to be paid to the employer as a result of any destructed tools or non-executed missions by the worker, or any amount unrightfully disbursed to the latter, or any monetary fines

imposed on him. The validity of the assignment of any portion of the wage, within the limit of the percentage specified in the first paragraph, is subject to the worker's written consent.

#### **Article 46**

The employer shall be granted quietus in respect of the wage only when the worker signs the register evidencing his receipt of the wage, the statement of wages, or a receipt given for this purpose or by the completion of the transfer of his wage to an account in one of the banks at the worker's request.

#### **Article 47**

The worker's rights related to the end of service indemnity and the compensation for the annual leaves balance specified in Article 59 as well as the compensation due in accordance with the provisions of Article 99 paragraph b and Article 111 of this Law, shall be calculated on the basis of the last basic wage of the worker in addition to the social gratuity if any. If the worker is employed by piece-work or per production or receives a fixed wage plus a commission or percentage, the average wage of the worker during the last three month shall be retained in the calculation of these rights.

#### **Article 48**

The wages and amounts due to the worker or his heirs shall have in accordance with the provisions of this law a privilege over all of the employer movable and immovable properties and shall be settled before any other debt including state debts.

#### **Article 49**

Subject to the provisions of Article 136 of this Law, when denied, the action for the payment of a wage instigated by the worker or his heirs may not be heard five years after the date of payability of said wage.

### **Title VII Working hours and rest periods**

#### **Article 50**

Night shift workers and workers under the occupational confinement system shall receive a compensation for the nature of their job.

#### **Article 51**

- a- Subject to the provisions of Articles 53 and 54 of this Law, a worker may not be effectively employed for more than forty eight hours per week;

- b- Except for the cases specified in this Law, the Muslim worker may not be employed during the month of Ramadan for more than six hours per day, or thirty six hours per week;
- c- The Minister may issue a decision increasing the minimum working hours for certain categories of workers or for certain industries or works if the circumstances and the nature of the work so require.

#### **Article 52**

- a- Subject to the provision of paragraph b of this Article, the working hours shall be interrupted by one or more intervals for prayer, meals or rest, whose total is not less than half an hour, taking into consideration upon their determination that the worker may not be employed for more than six consecutive hours. Moreover, rest periods shall not be calculated as part of the effective working hours.
- b- The Minister may issue a decision determining the works or cases which, for technical reasons or for circumstances of the work, require the continuance of work without a rest period. The Minister may also determine the difficult or arduous works in which the worker is entitled to a rest period calculated as part of the effective working hours.

#### **Article 53**

- a- Subject to the provision of Article 51 paragraph a of this Law, the worker may not be effectively employed for more than eight hours per day unless otherwise agreed upon, provided the effective working hours do not exceed ten hours per day.
- b- The working hours and rest periods shall be regulated in such a way that no worker shall be present at the workplace for more than eleven hours a day calculated from the time of entering said place until the departure therefrom. The rest period shall be calculated as part of the hours during which the worker is present at the workplace in case the work requires him to be present in the workplace.
- c- Shall be excluded from the provision of the previous paragraph, workers practicing interrupted works due to their nature, which shall be determined by virtue of the Minister's decision, provided the period during which they are present at the workplace does not exceed twelve hours per day.

#### **Article 54**

The employer may employ the worker for additional hours if so required by the circumstances of the work.

The worker shall receive for each additional working hour a wage equivalent to his due wage plus at least 25 % for hours worked during the day, and at least 50% for hours worked during the night.

#### **Article 55**

The employer shall post at an apparent location in the workplace the schedule clarifying the weekly rest day, the working hours and the rest periods of each worker, in addition to any modifications to this schedule.

#### **Article 56**

The provisions of Articles 51, 52 and 53 of this law shall apply to:

- 1- The employer's authorized representatives;
- 2- Workers in equipment and complementary works to be completed before or after the end of the official working hours;
- 3- Guardianship and cleaning workers.

The Minister of Labour shall issue a decision determining the maximum effective working hours and additional working hours as well as the additional wage due to the two categories specified in paragraph 2 and 3 of this Article provided this wage is not less than the wage specified in Article 54 of this Law.

#### **Article 57**

- a- The work at the establishment must be regulated in such a way that the worker receives a weekly day of rest of not less than 24 complete hours.

Friday shall be deemed to be a weekly day of rest. Subject to the Muslim prayer's time on Friday, an employer may replace this day by any other day of the week for some of his workers.

An employer may grant the worker, a weekly rest period of more than 24 consecutive hours provided the working hours during the week do not exceed 48 hours.

- b- An employer may require a worker to work on his weekly day of rest if so required by the circumstances of the work and in this case the worker shall have the choice between receiving an additional wage equivalent to 150% of his normal wage or another day for rest.

No worker shall be employed on his weekly day of rest more than two consecutive times unless by virtue of his written consent.



## **Title VIII**

### **Leaves**

#### **Article 58**

Subject to the provision of Article 60 of this Law, the worker who spent in the service of the employer at least one year shall be entitled to a paid annual leave not less than thirty days, with an average of two and a half day for each month.

If the period spent in the service of the employer is less than one year, the worker shall be entitled to a leave corresponding to the period of his work.

The worker may not waive his right to the leave, and may receive monetary compensation in return for said leave in accordance with the provision of Article 59 paragraph b of this law.

#### **Article 59**

- a- Subject to the provision of Article 61 of this law, the employer shall set the dates of the annual leaves in accordance with the requirements and circumstances of the work. The worker shall take his leave on the date and for the period set by the employer.

In all cases, the worker must enjoy an annual leave of fifteen days, including at least six consecutive days.

- b- The worker may interrupt his work due to a contingent event for a period not exceeding six days per year and for a maximum of two days each time. Said contingent leave shall be deemed part of the annual leave granted to the worker.
- c- The employer undertakesto carry out the off-setting between the balance of the leaves against the wage corresponding to said balance each two years at most and if the employment relationship is terminated before the exhaustion by the worker of the balance of his annual leaves, he shall be entitled to the wage corresponding to said balance.
- d- As an exception to the provision of the previous paragraph, the worker's right to receive a cash consideration for the balance of the leaves determined by the employer shall forfeit if the worker's refusal to take the leave is evidenced in writing.

#### **Article 60**

The minor's annual leave may not be divided, joined or interrupted.

### **Article 61**

The worker may determine the date of his annual leave in case he is applying for an exam in any of the educational stages provided the employer is notified within a time-limit of not less than thirty days before the date on which the worker intends to take his annual leave.

### **Article 62**

The employer may deprive the worker from his wage due during his annual leave or reconstitute the wage paid in consideration thereof if it is evidenced that the worker was employed by another employer during said leave, without prejudice to the disciplinary liability in this respect.

### **Article 63**

- a- The worker shall be entitled to a three day leave on full pay in the following cases:
- In the event of his marriage for one time;
  - In the event of the death of his/her spouse or any of his/her relatives to the fourth degree of kin;
  - In the case of death of his/her spouse's relatives to the second degree of kin.
- b- The worker shall be entitled to a one day leave on full pay upon the birth of his child.
- c- The Muslim female worker shall be entitled to a one month paid leave in the event of death of her spouse, moreover she is entitled to complete the *Idda* period of three months and ten days from her annual leave, and in the event the balance of her annual leave is insufficient she may take an unpaid leave.
- d- The employer shall be entitled to request the worker to submit the documents evidencing any of the events specified in the previous paragraphs.

### **Article 64**

The worker may obtain a leave with full pay on holidays and official holidays determined by virtue of the Council of Ministers' decision based on the Minister's proposal.

The employer may employ the worker on any of these days if so required by the circumstances of the work, and in this case the worker shall have the choice between receiving his wage for the day in addition to an additional wage equivalent to 150% of his normal wage or another day for rest.

If a Friday or any official holiday coincides with any one of these days, the worker shall be granted another day instead.

## **Article 65**

The worker completing three consecutive months in the employer's service, whose sickness and entitlement to a sick leave are evidenced by virtue of a certificate issued by any of the Government Medical Centers or any of the clinics retained by the employer, shall be entitled to the following sick leaves during the same year:

1. Fifteen days on full pay.
2. Twenty days on half pay.
3. Twenty days without pay.

In case of a disagreement as to the determination of the duration of the medical treatment, the Medical Committee specified in Article 89 of this Law shall determine this period.

The worker may accumulate the balance of the sick leaves on full or partial pay to which he is entitled for a period not exceeding two hundred and forty days.

## **Article 66**

The sick worker may benefit from the balance of his annual leaves in addition his sick leave entitlement.

## **Article 67**

The Muslim worker who spent in the service of his employer five consecutive years shall be entitled to a fourteen day leave with full pay to perform his Hajj (Pilgrimage) obligation. This leave shall be granted once to the worker during his period of service unless he benefited from it from during his service for another employer.

The employer shall determine the number of workers to be granted such leave of absence in each year in accordance with working requirements, provided priority is given to the worker who has achieved the longest period of continuous employment.

## **Title IX Regulation of the work**

### **Article 68**

An employer shall maintain a special file for each worker including all of the data related to saidworker, in particular:

- The worker's name, age, housing number, marital status, residential address, and nationality;
- Job or occupation and qualification and experiences;
- Date of employment, current wage, and all modifications to this wage;

- The leaves taken and sanctions imposed;
- The date of termination of service and the reasons thereof.

The employer shall keep in the worker's file the minutes of investigations conducted with the worker, his supervisors' reports on the level of his performance of the work in accordance with the work regulations at the establishment and any other papers related to the worker's service.

The employer shall keep the worker's file for at least for two years as of the date of expiry of the labour contract.

#### **Article 69**

The employer shall evidence in the file of the worker not subject to the Social Insurance Law, any infirmity prior to the commencement of his employment, any injury he sustained during or as a result of work and the degree of disability resulting from every injury, if any.

#### **Article 70**

The data included in the worker's file shall only be perused by a party legally authorized to do so.

### **Title X**

#### **The worker's duties and accountability**

#### **Article 71**

The worker shall:

- 1- Perform himself the duties entrusted to him with accuracy and trust in accordance with the labour contract, the provisions of the law and decisions issued in implementation thereof and the work regulations at the establishment, and he must deploy in this respect the care of an average man;
- 2- Execute the orders and instructions of the employer or his representative with respect to the performance of the work unless this is contrary to the labour contract, the provisions of the law or its implementing decisions, the work regulations at the establishment or public morality or when compliance with such orders or instructions exposes the worker to danger;
- 3- Abide by the work schedule and apply the procedures decided in the event of absence or in compliance with the work schedule;
- 4- Preserve the tools, equipment, registers, documents or other handed over to him by the employer, undertake all that is necessary for their safe keeping and deploy in this respect the care of an average man;

- 5- Respect his superiors, colleagues and subordinated workers and cooperate with them in order to achieve the best interest of the work;
- 6- Deal in an appropriate manner with the employer's clients;
- 7- Preserve the dignity of the work and have an adequate behavior;
- 8- Abide by the regulations set forth for the preservation of the establishment's safety and security;
- 9- Abide by the regulations set forth for the preservation of the establishment's safety and security;
- 10- Keep the secrets of the work, and not disclose work-related information when said information are secret by their nature or by virtue of the employer's written instructions;
- 11- Notify the employer the correct data related to his place of residence, marital status and all of the other information that must be included in his personal file in accordance with the provisions of the law or the applicable regulations and notify him on the specified dates any possible modification to these data.
- 12- Abide by the regulations set by the employer for the development and advancement of the worker's occupational skills and experiences or for qualifying him to execute a work in line with the technological development at the establishment.
- 13- Return all tools, equipment, registers, documents papers or other unused materials related to the work which are placed under his control, upon the termination of the labour contract.

## **Article 72**

The employer shall not execute himself or through others any of the following works or acts:

- 1- Keep possession of any work-related registers, documents or papers.
- 2- Work for a third party whether in return for a wage or not, without the employer's consent.
- 3- Borrow money from the employer's clients or from any party exercising an activity similar to that of the employer. This prohibition does not apply to banking institutions.
- 4- Accept any commission, gift, reward, amounts or other things in any quality whatsoever for the occasion of the performance of his duties, without the employer's consent.

- 5- Collect monies or contributions, distribute publications or collect signatures or hold meetings at the workplace without the employer's consent and in violation of the provisions of the Law.

### **Article 73**

If the nature of the work executed by the worker allows him to know the employer's clients or to peruse the secrets of the work, the parties may agree that the worker shall not be authorized after termination of the contract to compete with the employer and to participate in any competing project.

However, it is required for the validity of said agreement:

- 1- That the worker completed eighteen years of age upon the conclusion of the agreement;
- 2- That the restriction be limited in time to a period not exceeding one year following the termination of the labour contract and limited in terms of the place and type of work to the extent necessary for the protection of the employer's legitimate interests;

The employer may not invoke this agreement if the contract is terminated or not renewed without any fault justifying this being attributed to the worker. Moreover this agreement may not be invoked by the employer if he commits any fault justifying the termination by the worker of the contract.

### **Article 74**

The employer employing ten or more workers shall post in an apparent location at the workplaces a copy of the work regulations and the regulation pertaining to sanctions.

Such regulations and the sanctions regulation shall be enforceable if approved by the Ministry. If within one month as of the date of their submission, the Ministry does not approve them or raise any objection thereto, they shall be deemed enforceable as of the date of expiry of said time-limit.

The Minister shall issue a decision approving the models of the work regulations and the sanctions regulation at the establishments subject to the provision of this Law.

### **Article 75**

The disciplinary sanctions that may be imposed on the worker in accordance with the work regulations and the sanctions regulation at the establishment are:

- 1- Verbal warning.
- 2- Written notice.
- 3- Postponement of the date of the annual bonus for a period not exceeding three months.
- 4- Work suspension with salary deduction for a period not exceeding one month per year and five days each time.
- 5- Postponement of the promotion for a period not exceeding one year;
- 6- Dismissal from service in accordance with the provisions of this Law.

The sanction specified in paragraph 3 shall be applied in establishment retaining the bonus system.

### **Article 76**

- a- The employer may only impose a sanction on the worker following his written notification of the faults attributed to him and after hearing him and investigating his defense and evidencing this in the minutes of the investigations, provided the investigation starts within seven days at most as of the date of discovery of the violation. The trade union to which the worker is affiliated may delegate a representative to attend the investigation following the notification by the worker of the employer in this respect.

The investigation of violations sanctioned by a verbal warning or written notice or work suspension for one day with wage deduction may be an oral investigation provided its content is evidenced in the decision imposing the sanction.

In all cases, the decision imposing the sanction must be justified.

- b- The employer may investigate with the worker himself or entrust another person enjoying experience in the subject of the violation or one of the workers at the establishment with conducting the investigation provided the occupational position of the investigator is not lower than that of the worker subject to investigation.
- c- The worker must be notified in writing of any sanctions imposed on him, their type, extent and the sanction to which he is liable in case of repeated violation. If the worker refuses to receive the notice a registered letter with acknowledgment of receipt shall be sent to his address specified in his personal file.

- d- The worker shall have the right to submit a written grievance against the decision imposing the sanction on him within seven working days as of the date of his notification of this decision. The grievance shall be submitted to the party issuing the decision.
- e- The employer must register the monetary sanctions imposed on the workers in a special register, specifying the reason for their imposition, the name of the worker and the amount of his wage. The employer must allocate for these sanctions a special account and said sanctions shall be disposed of in accordance with the Minister's decision in agreement with the General Federation of Workers Trade Unions in Bahrain.

### **Article 77**

The disciplinary sanctions imposed on the worker shall be lifted by the expiry of the following periods:

- a) Six month in case of written notice or verbal warning;
- b) One year in the cases of work suspension with salary deduction, the postponement of the date of the annual bonus and the postponement of the promotion.

The sanctions shall be lifted if it appears that the worker's behavior and work performance are satisfactory. If a sanction is lifted it shall be deemed as not having been imposed. The sanction papers shall be removed as well as any reference thereto or anything related to it from the worker's file.

### **Article 78**

Upon the imposition of any sanction on the worker, the employer shall,

- 1- Not hold the worker disciplinary liable for an act he has nothing to do with;
- 2- Make sure that the sanction corresponds to the violation;
- 3- Not impose more than one sanction for one violation;
- 4- Not increase the amount of the finewith respect to the same violation to more than the wage of five days and the total of the amount deducted from the worker's wage in settlement of the fines during one single monthmay not exceed the wage of five days;
- 5- Not increase the work suspension sanction for the same violation to more than five days, and the period or periods of suspension in the same month to more than five days;
- 6- Not hold the worker responsible for a violation the employer has been aware of for more than thirty days, except for the violations involving criminal offences, where the worker may be held liable until said violation is forfeited by virtue of the criminal law;
- 7- Not impose a sanction on the worker for a violation committed by him fifteen days as of the date on which it was evidenced.



### **Article 79**

The employer may tighten the sanction if the worker committed a new violation of the same type of the violation he has been sanctioned for when the new violation is committed within six months as of the date of his notification of the imposition of the previous sanction.

### **Article 80**

If any violation is attributed to the worker the employer may temporarily suspend him from work for a period not exceeding sixty days with the disbursement of his wage if this is required for the interest of the work or of the investigation.

### **Article 81**

If an offence or a misdemeanor prejudicing honor, trust or public ethics or an offence within the labour department is attributed to the worker, the employer may temporarily suspend him from work until the issuance of a decision by the Public Prosecutor Office in his respect, and if said Office decides to close the investigation or orders that the instigation of the criminal action is not based on any legal ground, or if the competent court finds the worker to be innocent for reasons related to the denial of the attribution of the crime to him the worker must be returned to work.

If it is evidenced that the accusation of the worker was arranged by the employer or his representative, the worker must receive his wage corresponding to the suspension period and the Public Prosecutor's Office and the competent court - if this is evidenced- shall mention this in their decision or judgment.

### **Article 82**

If the worker caused in the occasion of his work the loss or destruction of tools, machines or products owned by the employer or placed under the latter's custody, and this was due to the deliberate act or the gross negligence of the worker, he shall pay the value of what was lost or destroyed.

The employer may after conducting the investigation and notifying the worker deduct the mentioned amount from the worker's wage provided the amount deducted for this purpose does not exceed the wage of five days per month.

The worker may submit his grievance with respect to the employer's estimation before the competent court within one month as of the date of his notification the said estimation. If the Court does not order to the employer the amount he estimated or orders a lesser amount, the latter must return the amount unjustly deducted within seven days as of the date on which the judgment becomes final. The employer may not collect the value of what was lost or

destroyed by way of deduction from the worker's wage if said value exceeds the wage of two month.

### **Article 83**

Subject to the provision of Article 81 of this Law, any worker provisionally imprisoned shall be suspended from work by force of law and deprived of his wage throughout his imprisonment period.

The abovementioned provision shall not prejudice the employer's right to terminate the labour contract if the other termination conditions are met.

### **Article 84**

The provisions of this Title shall not prejudice the guarantees decided by the law to the members of the Board of Directors of trade unions.

## **Title XI**

### **Compensation for work injuries and occupational diseases**

#### **Article 85**

The provisions of this Title shall apply to workers not subject to the provisions of the Social Insurance Law.

#### **Article 86**

If the worker is dead or sustains an injury as a result of an accident during or as a result of his work necessitating his work suspension, the employer must notify the police station located within the jurisdiction of the place of the accident, the Ministry of Labour and the Ministry of Health of the accident upon its occurrence within 24 hours as of the time on which the accident was brought to his knowledge.

The mentioned notification must include the name of the injured worker, his occupation, address, nationality and a brief description of the accident and its reasons as well as the procedures taken to rescue or treat this worker.

#### **Article 87**

The injured worker shall have the right to receive treatment at one of the governmental health institutions or other adequate treatment institutions according to the employer's discretion.

The employer shall bear the entire treatment costs including the medications, the transportation expenses, the rehabilitation services and the costs of the necessary prosthetics as decided by the treating physician.

#### **Article 88**

In case of disagreement on the determination of the costs of treatment of the injured worker, the Medical Committee specified in Article 89 of this Law shall determine said costs.

#### **Article 89**

The Minister of Health in agreement with the Minister shall issue a decision on the formation of a Medical Committee in charge of deciding the following:

- 1- Whether the worker suffers from an occupational disease or not;
- 2- The injured worker's disability and the percentage of said disability;
- 3- The completion of the injured worker's treatment;
- 4- The settlement of the disagreement on the determination of the duration and cost of treatment of the worker.

The decision on the formation of this Committee shall determine its work procedures and regulation.

The worker may submit a grievance against any decision issued by this Committee before the Appellate Medical Committee specified in Article 90 of this Law, within fifteen days as of the date on which he was notified this decision in writing.

#### **Article 90**

The Minister of Health in agreement with the Minister shall issue a decision on the formation of an Appellate Medical Committee in charge of examining the grievances submitted against the issued decisions in accordance with the provision of Article 89 of this Law.

The decision on the formation of this Committee shall determine its work procedures and regulation as well as the procedure retained for the submittal of the grievances and the documents that must be attached thereto.

#### **Article 91**

The injured worker shall receive his wage during his treatment period. If the treatment duration exceeds six month, said worker shall receive half of his wage until his recovery or until his disability is evidenced.

### **Article 92**

The worker having sustained an injury by an accident arising out of or during his work or his heirs upon his death, shall be entitled to compensation for injury to be determined as set forth in a Table issued by virtue of the Minister's decision.

### **Article 93**

The provisions of Articles 87, 91, and 92 of this Law shall not apply in any of the following cases:

- a) When the worker injures himself deliberately;
- b) When the injury is attributable to serious and willful misconduct by the worker and which shall include all acts committed by the injured worker under apparent influence of alcohol or drugs;
- c) When the worker violates the employer occupational health and safety instructions or commits a gross negligence in the implementation of these instructions.

The employer shall bear the burden of proof of any of the abovementioned cases.

### **Article 94**

If the worker dies as a result of an occupational injury, compensation shall be distributed over his heirs in accordance with the Shariaa inheritance rules.

### **Article 95**

The provisions on occupational injuries specified in this Title shall apply to the cases of occupational diseases included in the Table of occupational diseases attached to the Social Insurance Law.

## **Title XII**

### **The expiry of the labour contract**

#### **Article 96**

- a) The labour contract for a definite period shall expire by the expiry of its term.
- b) If the labour contract for a definite period expires by the expiry of its term, it may be renewed for another term or other terms by virtue of the express agreement between its parties.

#### **Article 97**

- a) If the labour contract is concluded for the completion of a specific work, it shall expire upon the completion of the work.

- b) If the labour contract concluded for the completion of specific work expires, it may be renewed by virtue of the express agreement between its parties for the completion of any other work(s).

### **Article 98**

The contract shall be deemed for an indefinite period in the following cases:

- 1- If the contract is concluded without the determination of its term;
- 2- If the contract is concluded for a period of more than five years;
- 3- If the initial and renewed term of the contract are more than five years;
- 4- If the parties of the contract for a definite period keep executing it after the expiry of its term without an express agreement on its renewal;
- 5- If the labour contract is concluded for the completion of a specific work and this requires a period of more than five years;
- 6- If the labour contract concluded for the completion of a specific work is renewed and the period required for the completion of the initial work and the works for which the contract is renewed exceeds five years;
- 7- If the labour contract concluded for the completion of a specific work expired and its parties keep executing it after the completion of said work without an express agreement on its renewal.

### **Article 99**

- a- Either party to the contract may terminate this contract following the notification of the other party at least thirty days before the date of the termination. The labour contract remains in force during the notice period and its parties shall execute all of the obligations arising from it.

If the labour contract is terminated by the employer, an agreement may be made for increasing the notice period to more than thirty days.

- b- If the labour contract is terminated without abiding by the notice period, the party terminating the contract shall give the other party compensation for this period equivalent to the worker's wage corresponding to all or part of said period as the case may be.

If the labour contract is terminated by the employer, the notice period or the remaining part thereof shall be calculated as part of the worker's service period. If the labour contract is terminated by the worker the contract shall be deemed terminated as of the date of abandonment of the work by the worker.

c- If the employer sends the notice of termination of the contract, the worker may be absent from work for a whole working day or for eight working hours per week to search for another job, provided the absence is suitable with the work circumstances. The worker shall receive his wage for the working days or hours of absence.

d- The provisions of this article shall not prejudice the right of any of the contracting parties to claim compensation for the termination of the contract if said compensation is due.

### **Article 100**

The notice specified in Article 99 of this Law shall be sent in writing and the party wishing to terminate the labour contract shall send the notice to the other party or his representative and obtain his signature as an acknowledgment of receipt or send this notice by virtue of registered letter with acknowledgment of receipt to the last address provided by the other party.

In case the party to whom the notice is sent refuses to receive said notice, the other party may prove this through all means of proof.

The notice period starts as of the date of receipt or refusal of receipt of the notice as the case may be.

The notice of termination of the contract may not be subject to a suspensive or dissolving condition.

### **Article 101**

The worker shall be entitled to compensation for termination by the employer unless the termination of the contract is for a legitimate reason.

The burden of proof of the legitimacy of termination of the contract shall be borne by the employer.

### **Article 102**

a- If the employer sends to the worker a notice of termination of the labour contract during any of the latter's leaves, the notice period shall be only calculated as of the day following the end of the leave.

b- The employer may not terminate the labour contract during any of the worker's leaves.

### **Article 103**

Any agreement exempting the employer, contrary to the provisions of this Law, from the notice condition or reducing the period of said notice shall be deemed null and void.

If the worker terminates the contract the employer may exempt him from all or part of the notice period obligation.

#### **Article 104**

a- The termination by the employer of the labour contract shall be deemed and arbitrary dismissal if the termination is due to any of the following causes:

1- The worker's sex, color, religion, ideology, marital status, family responsibilities, or the female worker's pregnancy, delivery of a child, or breastfeeding;

2- If the worker is affiliated to any workers trade union or participates legitimately in any of its activities in accordance with the laws and by-laws;

3- If the worker represents workers in a trade union association, has already enjoyed said capacity or seeks to do so;

4- If the worker submits a complaint or formal notice or instigates an action against the employer, unless the complaint, formal notice or action are of a vexatious nature;

5- If the worker exercises his right to take a leave in accordance with the provisions of this Law;

6- The garnishment of the worker's entitlements with the employer.

b- The Court, based on the dismissed worker's request, shall order that the latter be brought back to work when it is evidenced to it that his dismissal was due to one of the causes specified in item 2 and 3 of the previous paragraph.

#### **Article 105**

The worker may terminate the labour contract without any notification in any of the two following events:

1- If the employer or any of person acting on his behalf assaults the worker, during or as a result of the work, whether verbally or through an act sanctioned by virtue of the law.

- 2- If the employer or any of his representatives commits an act prejudicing ethics against the worker or any of his family members.

The termination of the labour contract in these two cases shall be deemed an arbitrary dismissal by the employer.

#### **Article 106**

The worker may terminate the labour contract following the employer's notification in any of the two following events:

- 1- The violation by the employer of an essential obligation specified by virtue of the law, the labour contract or the work regulations at the establishment;
- 2- If the employer or his representative deceives the worker as to the working conditions or circumstances, when said deception is so serious to the extent that otherwise the labour contract would not have been concluded.

The worker, before sending the notice of termination of the labour contract, must request the employer in writing to remedy the violation or deception within a time-limit not exceeding thirty days as of the date of submittal of the request. If said time-limit elapses without any response by the employer to said request, the worker shall have after sending the abovementioned notice, the right to terminate the labour contract. Such termination of the labour contract shall be deemed lacking a legitimate reason by the employer if the worker's allegations are evidenced.

#### **Article 107**

The employer may terminate the labour contract without notice or compensation in any of the following events:

- 1- If the worker has assumed a false identity or submitted false certificates or recommendations;
- 2- If the worker has committed any fault which caused serious material loss to the employer, provided that such employer shall report the matter to the competent authorities within two working days as of the date on which the occurrence of this serious material loss was brought to his knowledge;
- 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 and the establishment, provided that such instructions are written and posted up in an apparent location at the workplace;
- 4- If the worker is absent without reasonable cause for more than twenty non-consecutive days or for more than ten consecutive days in one year, provided that such termination shall be preceded by a written warning 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 obligations by virtue of the labour contract;
- 6- If the worker discloses the secrets related to the work without a written authorization by the employer;



- 7- If a final judgment was rendered against the worker for an offense or a misdemeanor prejudicing honor, trust or public ethics;
- 8- If the worker is found during the working hours to be under the apparent influence of alcohol or drugs; or if he has committed an immoral act at the workplace;
- 9- If the worker assaults his employer or his responsible official or commits a serious assault upon any of the workers or clients at the establishment during or as a result of the work;
- 10- If the worker fails to abide by the controls set by virtue of the law on the exercise of the right to strike;
- 11- If the worker is incapable of performing the work subject of the labour contract for reasons related to him such as the cancellation of his work permit or the loss of his qualifications authorizing him to exercise the work agreed upon;

### **Article 108**

The employer may not terminate the labour contract for disciplinary reasons without abiding by the provisions of this Law, the decisions issued in implementation thereof, the work regulation and the regulation on sanctions at the establishment.

### **Article 109**

The employer may not terminate the labour contract as a result of the worker's limited or lacking competence unless following his notification of the aspects of said lack or limitation and after giving him an appropriate chance and time-limit of not less than sixty days for reaching the required level. In case of failure by the worker, the employer may terminate the labour contract following a notice sent to the worker in accordance with the provision of paragraph (a) of Article 99 of this Law and in accordance with the retained by-laws.

### **Article 110**

The employer may terminate the labour contract as a result of the total or partial closure of the establishment, the downsizing of its activities, the replacement of the production system by another in a way that affects the number of the workforce, provided the contract is only terminated following the notification of the Ministry of the reason of termination thirty days before the date of notification of the worker of the termination.

The worker shall be entitled in case of termination of the labour contract for any of the reasons specified in the previous paragraph to a reward equivalent to half the compensation specified in Article 111 of this Law.

### **Article 111**

- a- If the employer terminates the indefinite labour contract within the first three months as of the start of work, the worker shall not be entitled to any compensation, unless the

termination is an arbitrary dismissal in accordance with any of the provisions of Articles 104 and 105 of this Law and in this case the worker shall be entitled to a compensation equivalent to a one month wage.

- b- If the employer terminates the indefinite labour contract for no reason or for an illegitimate reason following the expiry of three month as of the date of start of work, he shall undertake to compensate the worker with a compensation equivalent to the wage of two working days per each month of service, with a minimum of one month wage and a maximum of twelve months wage.
- c- If the employer terminates the definite labour contract for no reason or for an illegitimate reason, he shall undertake to compensate the worker with a compensation equivalent to the wage of the remaining period of the labour contract, unless the parties agree on a lesser compensation provided the compensation agreed upon does not fall below the wage of three months or the wage for the remaining period whichever is lesser.
- d- If the employer terminates the labour contract concluded for the performance of a specific work for no reason or for an illegitimate reason, he shall undertake to compensate the worker with a compensation equivalent to the wage of the remaining period of the labour contract necessary for the completion of the work agreed upon according to the nature of the work, unless the parties agree on a lesser compensation provided the compensation agreed upon does not fall below the wage of three months or the wage for the remaining period necessary for the completion of the work agreed upon whichever is lesser.
- e- In the cases specified in paragraph (a) and (b) of this Article, if the termination is deemed an arbitrary dismissal in accordance with the provisions of Articles 104 and 105 of this Law, the worker shall be entitled to an additional compensation equivalent to half the compensation due in accordance with the provisions of this Article, unless the contract provides for a higher compensation.
- f- For the purpose of this Article, a fraction of a month shall be deemed a whole month.

## **Article 112**

Without prejudice to any obligations specified by any other law, if the worker terminates the labour contract, he shall only be bound to compensate the employer in the following cases:

- 1- If termination occurs in a time not suitable to the work circumstances in such a way as the employer would be incapable to find a qualified replacement worker;
- 2- If termination was intended to cause the employer damages;
- 3- If termination caused the employer a serious damage.

In all cases, in order for the employer to be entitled to compensation the termination by the worker of the labour contract must have been made without abiding by the notice period obligation.

The competent Court shall estimate the compensation due to the employer in accordance with the provisions of this Article upon the latter's request.

### **Article 113**

- a) The labour contract shall be deemed terminated upon the death of the worker;

In the event of the death of a worker during the period of validity of the labour contract, the employer concerned shall pay to the family of the deceased worker full wages for two months provided that such deceased worker has been employed with said employer for a period of at least one year.

- b) The labour contract shall not be deemed terminated upon the death of the employer unless said contract is concluded for considerations related to the employer's person or his occupational activity which stops by his death.

### **Article 114**

- a- The labour contract shall be terminated due to the worker's total disability to execute the duties of his work, whatever the cause of said disability;
- b- The labour contract shall not be terminated due to the worker's partial disability to execute the duties of his work, unless it is evidenced that the employer has no other suitable employment that the worker may execute in a satisfactory manner. In case of existence of such employment, the employer shall notify the worker thereof or transfer him upon his request to said employment without prejudice to the provisions of the Social Insurance Law.
- c- The disability shall be proved and its percentage shall be determined by virtue of a medical certificate issued by the Medical Committee specified in Article 89 of this Law.

### **Article 115**

The employer may terminate the labour contract without compensation when the worker reaches sixty years of age, unless otherwise agreed upon between the parties.

### **Article 116**

The worker not subject to the provisions of the Social Insurance Law shall be entitled upon the termination of his contract to a reward equivalent to the wage of half a month for each year of service for the first three years and the wage of one month for each subsequent year. The worker shall be entitled to a reward for the fraction of a year pro rata the period of service he spent with the employer.

### **Article 117**

The employer may not terminate the labour contract due to the worker's sickness unless the worker exhausts all of the balance of his sick or annual leaves.

The employer must inform him in writing of his wish to terminate the contract fifteen days before the date on which the worker would have exhausted all of his leaves. If the worker is cured before the expiry of this time-limit, the employer shall refrain from terminating the contract due to the worker's sickness.

### **Article 118**

Shall be deemed one integral contract any contract concluded by the employer with the same worker if there is no time difference between the end of the old contract and the beginning of the new contract, or if this difference is less than 30 days. If the new contract includes better benefits or conditions, they shall be deemed an amendment to the previous labour contract.

## **Title XIII Individual Labour Disputes**

### **Article 119**

An authority shall be established with the Ministry under the denomination of "Authority of settlement of individual labour disputes" which shall be in charge of the amicable settlement of any individual labour dispute submitted to it between the worker and the employer with the approval of both parties before resorting to the judiciary.

The Minister shall issue a decision on the regulation governing this Authority and the determination of the procedures, rules and methods of settlement of the dispute.

If the dispute is settled, the Authority shall draft a minutes to be signed by the parties to the dispute or their representatives and the competent civil-servant, and such minutes shall have the power of an executive bond.

### **Article 120**

An office shall be created with the Ministry of Justice for the preparation of the labour action for deliberation, under the denomination of "the Office in charge of labour actions" presided over by a judge with the Higher Civil Court who shall be in charge of the supervision over the work of the Office, in addition to a sufficient number of members from the Lower Civil Court.

The Supreme Judicial Council shall issue a decision nominating the president and the members of the Office, and a number of civil servants shall be subordinated to this Office.

The Minister of Justice shall issue a decision on the regulation of the work of the Office and the determination of the procedures of preparation of labour actions and the methods of notification of the litigants.

#### **Article 121**

The labour action shall be instigated by virtue of a statement of claim submitted to Office in charge of labour actions in accordance with the procedures specified in the Code of Civil and Commercial Procedure.

The Office shall hand over to the plaintiff all what may be useful to the registration of his action and he shall be notified of the date of the hearing set for the examination of the action by the competent judge in charge of labour actions.

#### **Article 122**

The judge in charge of labour actions shall hand over to the litigants in the first hearing set for examination of the action a statement of the dates on which the litigants must appear before him. This shall be evidenced in the minutes and shall be deemed a notification of the litigants of said dates.

If any hearing coincides with an official holidays or if the sequence of the hearings was interrupted for any reason, the litigants shall appear on the date of the following hearing specified in the statement of the dates, without the need for notifying them again.

The Judge in charge of labour actions may modify the dates specified in the first paragraph of this Article in the presence of the litigant parties, provided not to exceed the period set for the examination of the action in accordance with the provision of Article 123 of this Law.

#### **Article 123**

The period of examination of the action by the judge in charge of labour actions shall not exceed two months as of the date of submittal of the statement of claim.

The President of the Office in charge of labour actions, based on the request of the Judge in charge of labour actions, may extend this period up to a maximum period of two additional months.

#### **Article 124**

The plaintiff or his representative may submit in the first hearing set for the examination of the action by the judge in charge of labour actions, the evidence and supporting documents and he may also indicate the facts he wishes to prove by virtue of a testimony, as well as the names and addresses of the witnesses.

The defendant or his representative shall submit a response to the plaintiff's claim coupled with the evidence and supporting documents and he may also indicate the facts he wishes to prove by virtue of a testimony, as well as the names and addresses of the witnesses and the plaintiff is entitled to give his comments on the defendant's defense. All of this shall occur on the dates set by the judge in charge of labour actions.

#### **Article 125**

The provisions governing the dismissal of the action and the declaration of the action as null and void specified in the Code of Civil and Commercial Procedure shall apply to the labour actions examined by the judge in charge of labour actions.

#### **Article 126**

If any of the litigants fails to attend any hearing before the judge in charge of labour actions following the evidencing of his notification, said judge may examine the action in the presence of the appearing parties.

The judge in charge of labour actions may continue the examination of the action in the absence of any the parties who is notified of the statement of dates without the need to notify him again.

If it is evidenced that any of the parties is not notified of the first hearing set for the examination of the action or of the statement of dates, he must be formally notified thereof.

#### **Article 127**

The judge in charge of labour actions may not, other than on the dates set for examination of the action, hear any clarification by any of the litigants unless in the presence of the other litigant. Moreover, he may not accept any document or memorandum from them if the perusal by the other party of said document or memorandum is not evidenced.

#### **Article 128**

The governmental and non-governmental authorities must provide the judge in charge of labour actions with the registers, data, information and documents requested by him and necessary for the settlement of the action, on the dates set by him.

#### **Article 129**

The judge in charge of labour actions shall study the litigants' defense and examine carefully their evidence. He may have recourse to the civil servants of the Office for assisting him in

calculations related to the action. He may also interrogate the litigants, hear the witnesses, carry-out the inspections, order the litigants to submit memorandums, complementary documents and take other procedures necessary for the preparation of the action.

### **Article 130**

The judge in charge of labour actions shall draft before the last hearing set for his examination of the action a report including the facts of action, the pleas and defenses of the parties, the evidences on which they relied and his opinion on the action.

The judge in charge of labour actions shall propose to the parties the settlement of the dispute by virtue of conciliation in accordance with the conclusion of his report. If they agree, the conciliation agreed upon between them shall be evidenced in the hearing's minutes and said minutes shall have following its signature by the litigants or their representatives and the judge in charge of labour actions the power of the executive bond.

Moreover, the litigants may at any time during the examination of the action by the judge in charge of labour actions request him to evidence the conciliation agreed upon between them in the hearing's minutes and said minutes shall have following its signature by the litigants or their representative and the judge in charge of labour actions the power of the executive bond.

### **Article 131**

If the period of examination of the action by the judge in charge of labour actions specified in Article 123 of this Law expires without conciliation being reached, the judge in charge of labour actions shall refer the action as is to the Higher Civil Court coupled with the report specified in Article 130 of this Law. If the litigants are present in the hearing, they shall be deemed to have been notified the date of examination of the action by the Court, otherwise the absent party shall be notified of the date.

### **Article 132**

Neither of the parties to the labour action may submit to the Higher Civil Court any new claims or plea or defense not submitted during the examination of the action by the judge in charge of labour actions unless said plea is related to the public order.

No new evidence may be submitted to this Court unless in the cases where it is evidenced that the non-submittal of the evidence to the judge in charge of labour actions was due to reasons falling beyond the control of the party invoking it, provided the new evidence, in appearance, is true, serious and productive in the action.

### **Article 133**

The Higher Civil Court shall examine the labour action in an expeditious manner and it must render its judgment in the action within thirty days as of the date of the first hearing.

#### **Article 134**

The judgments issued by the Higher Civil Court in labour action are final judgments and they may be challenged by way of cassation in accordance with the procedures and on the date set in the Court of Cassation Law.

#### **Article 135**

The action instigated by the worker for compensation due to the termination of the labour contract shall not be heard if submitted following more than thirty days as of the date of termination of the contract.

The validity of this time-limit shall be interrupted by the submittal of the dispute, following the parties' approval, to the Authority of Settlement of Individual Labour Disputes during the time limit specified in the previous paragraph. In this case the action must be instigated within three months as of the date of completion of the proceedings before this Authority.

#### **Article 136**

The labour action shall be subject to the statute of limitation by the expiry of one year as of the date of expiry of the labour contract.

This statute of limitation shall not apply to the actions related to the infringement of commercial or industrial secrets or the implementation of the provisions of the labour contract aiming at ensuring the observance of these secrets.

### **Title XIV Collective Labour Disputes**

#### **Chapter I Collective Bargaining**

#### **Article 137**



Collective bargaining is the dialogue and discussions held between one or more workers trade union association and the employer or a group of employers or one or more employers' association for the purpose of:

- 1- Improving the work conditions and circumstances and the terms of employment;
- 2- Working on achieving the social and economic development of the establishment's workers;
- 3- Settling the collective labour disputes arising between the workers and employers;
- 4- Organizing the relationship between the workers and their associations and the employers and their associations.

### **Article 138**

The collective bargaining shall be held at the level of the establishment, the level of the activity, industry or occupation or at the national level.

If the collective bargaining is at the level of the establishment, the bargaining shall be between the employer or his representative and the trade union representing the workers.

If the bargaining is held on the level of the activity, industry or occupation, the bargaining shall be between the concerned association representing the employers and the concerned association representing the workers.

If the bargaining is held on the national level, the bargaining shall be between the Bahrain Chamber of Commerce and Industry and the General Confederation Workers Trade Unions in Bahrain.

The representatives of each party are legally authorized to hold the bargaining and conclude the deriving agreement.

### **Article 139**

Each party of the collective bargaining parties must submit the data and information requested by the other party when said data and information are essential and necessary for the proper conduct of the bargaining.

### **Article 140**

During the collective bargaining, the employer shall not take decisions or procedures related to the subjects of the bargaining unless in case of necessity and urgency provided these decisions and procedures are temporary.

### **Article 141**

If the collective bargaining is successful, a collective labour agreement shall be concluded based on the reached agreements in accordance with the provisions of Chapter II of this Title.

If no agreement is reached, any of the parties may request the Ministry to submit the matter to the Council of Settlement of Collective Dispute or to the Court of Arbitration, in accordance with the provisions of Article 158 of this Law.

## **Chapter II Collective Labour Agreement**

### **Article 142**

The collective labour agreement is an agreement governing the conditions and circumstances of the work and the terms of employment in such a way as to guarantee better conditions, circumstances or benefits for the worker. This agreement shall be concluded between the parties to the collective bargaining specified in Article 138 of this Law.

The collective labour agreement must be written in the Arabic language and signed by the representatives of the parties to the collective bargaining, otherwise it shall be deemed null and void.

### **Article 143**

- a- Subject to the provision of paragraph (b) of this Article, the Ministry shall be in charge of reviewing the collective labour agreement, entering it into the register it shall set for this purpose, and publishing it in the official gazette within thirty days as of the date of its submittal to it.
- b- The Ministry may raise objections to the collective labour agreement and refuse to enter it into the register or publish it, provided its parties are notified the reasons of said refusal within thirty days as of the date of submittal of the collective labour agreement to the Ministry. The expiry of said time-limit without entering the agreement into the register, publishing it or raising objections against it shall be deemed as an approval by the Ministry of this agreement, and the latter must enter it into the register and publish it in the official gazette within a time-limit not exceeding fifteen days as of the date of expiry of the time-limit specified in the previous paragraph.
- c- The parties to collective labour agreement may challenge before the competent court the decision rejecting the entry and publication of the agreement, within thirty days as of the date of their notification of this decision.

- d- The collective labour agreement shall only be in force and binding towards its parties following the publication of its summary in the Official Gazette.

#### **Article 144**

Trade unions and employers and their associations not parties to the collective labour agreement may enter the agreement following the publication of its summary in the Official Gazette, based on an agreement between the parties wishing to enter the agreement without the need for the approval of the initial parties to the agreement. Said parties shall enter the agreement by virtue of a request signed by the parties and submitted to the Ministry.

#### **Article 145**

The Ministry must make a reference in the register mentioned in paragraph (a) of Article 143 of this Law to any renewal, entry by a party or modification to this agreement and must publish the summary of the reference in the Official Gazette within seven days as of the date of its occurrence.

#### **Article 146**

The parties to the collective labour agreement must execute all of its provisions in good faith or refrain from taking any procedure or making any act that may disrupt the implementation of its provisions.

#### **Article 147**

Any condition included in the collective labour agreement violating any of the provisions of this law shall be deemed null and void unless more beneficial to the worker.

#### **Article 148**

Any condition included in the collective labour agreement infringing security or prejudicing the country's economic interest or violating of the provisions of this Law, the retained by-laws, public order or ethics shall be deemed null and void.

#### **Article 149**

The collective labour agreement may be concluded for a definite period or for the period necessary for the completion of a specific project provided said period in both cases does not exceed three years.

If this period expires, the agreement shall be deemed automatically renewed for one year unless the parties agree on a lesser period.

The collective labour agreement shall expire by the expiry of its initial or renewed period.

#### **Article 150**

If the implementation by one of the parties of the collective labour agreement or of any of its provisions becomes exhausting due to exceptional unforeseen circumstances occurring during the validity period of the contract, the parties must recourse to the collective bargaining for discussing these circumstances in order to reach an agreement achieving balance between the interests of the parties. If no agreement is reached, either of the parties may request the Ministry to submit the matter to the Council of Settlement of Collective Disputes or to the Court of Arbitration as the case may be, in accordance with the provisions of Article 158 of this Law.

#### **Article 151**

The provisions of the collective labour agreement concluded by a trade union shall apply to all of the workers of the establishment even if some of them are not affiliated to this trade union, provided the number of affiliated workers is not less than half the number of workers at the establishment at the time of conclusion of the agreement.

#### **Article 152**

Any of the parties to the collective labour agreement may instigate, in favor of any of its members and upon the latter's request, all actions arising from the violation of any of the provisions of this agreement, without the need to a power of attorney from this member in this respect.

The member in favor of whom the action is instigated may intervene in this action.

#### **Article 153**

Some of the procedures and methods of examination and settlement of disputes arising from the collective labour agreement shall be subject to the rules agreed upon between the parties or otherwise to the provisions of Chapter III of this Title.

#### **Article 154**

The Ministry shall establish an administrative unit in charge of collective labour bargaining and agreements affairs and of the monitoring of the implementation of these agreements.

The Minister, following the opinion of the Bahrain Chamber of Commerce and Industry and of the General Confederation Workers Trade Unions in Bahrain issues a decision determining the rules and procedures to be retained with respect to each level of collective bargaining.

### **Article 155**

The Minister shall issue a decision retaining a collective labour agreement specimen to be used as a guide by the parties to the collective bargaining.

## **Chapter III Collective Labour Disputes**

### **Article 156**

The provisions of this chapter shall apply to each dispute related to the conditions or circumstances of the work or the terms of employment which arises between one or more employer and all or a group of their workers.

### **Article 157**

If a dispute which is subject to the provision of the previous Article arises the disputing parties must seek its amicable settlement by means of collective bargaining.

### **Article 158**

- a- If the disputing parties do not partially or totally settle the existing dispute within sixty days as of the date of the request by either of them of settlement of the dispute by means of collective bargaining, either of them may request the Ministry to submit the dispute to the Council of Settlement of Collective Disputes, whose formation and work regulation are set by virtue of a decision issued by the Minister.
- b- If the dispute is not settled within sixty days as of the date of its submittal to the Council of Settlement of Collective Disputes either of them may request the Ministry to submit the dispute to the Arbitration Court specified in Article 160 of this Law.

### **Article 159**

If the request to submit the dispute to the Arbitration Court was submitted by the employer, it must be signed by him or his representative.

If the request was submitted by the workers it must be submitted by the Chairman of the concerned trade union following the approval of its Board of Directors. If said workers are not affiliated to a trade union the request must be submitted by the majority of the workers concerned by the dispute at the establishment or at the establishment's department as the case may be.

The Ministry must send to the party submitting the request a receipt acknowledging the receipt of his request provided it refers the file of the dispute to the competent Arbitration Court within three working days as of the date of its receipt of the request.

#### **Article 160**

The Arbitration Court shall be formed for a three year period by virtue of the decision of the Minister in charge of judicial affairs and shall consist of:

- 1) Three judges of the Higher Civil Court of Appeal appointed by the Supreme Judicial Council, and the senior of these judges shall preside over the Arbitration Court;
- 2) An arbitrator representing the employers' association appointed by the Bahrain Chamber of Commerce and Industry;
- 3) An arbitrator representing the workers' trade union appointed by the General Confederation Workers Trade Unions in Bahrain;
- 4) An arbitrator representing the Ministry and appointed by the Minister.

The authorities mentioned in items 2, 3 and 4 of this Article shall appoint an alternate arbitrator replacing the initial arbitrator in case of his absence or impediment

The Minister in charge of judicial matters shall issue a decision determining the attendance fees of the members of the Court from among the employers' association and the workers trade union.

#### **Article 161**

Each arbitrator shall before starting his duties take the following oath before the President of the Court of Arbitration:

“I swear by God Almighty to respect the Constitution and laws of the State and fulfill my mission with trust and honesty”.

#### **Article 162**

The President of the Court of arbitration shall set the hearing for the examination of the dispute on a date not exceeding fifteen days as of the date of its receipt of the dispute. The members of the Court and the parties to the dispute shall be notified the date of this hearing at least three working days before the scheduled date.

#### **Article 163**

The Arbitration Court shall settle the dispute submitted to it within a time-limit not exceeding thirty days as of the date of the first hearing set for the examination of the dispute.

The Arbitration Court may interrogate litigants, hear witnesses, carry out inspection, delegate experts, examine the documents and books of accounts relating to the dispute and take all of the procedures enabling it to settle the dispute.

This Court may impose the sanctions prescribed by the applicable laws upon the failure by the witness to appear before it without an acceptable excuse or upon the latter's refusal to tender the oath or answer the questions addressed to him subject to the provisions of the Law of Evidence in civil and commercial matters.

#### **Article 164**

The Arbitration Court shall apply the statutory laws and decisions in force. In the event of inexistence of a legislative text to be applied, the Court shall settle the dispute by virtue of customs, and in the event of inexistence of such customs it shall settle the dispute by virtue of the Islamic Shariaa, otherwise the dispute shall be settled by virtue of the principles of the natural law and the rules of equity in accordance with the economic and social circumstances of the country.

The award of the Arbitration Court shall be rendered motivated with the majority of the opinions of its members. In case of tied vote the President shall have the casting vote. This award shall be deemed to be a final decision rendered by the Higher Civil Court of Appeal upon an executory clause being endorsed therein by the Clerk's Office of such Court.

The Arbitration Court shall send to the parties to the dispute a copy of its award by virtue of a registered letter within three days as of the date of its rendering.

Following the notification of the two parties to the dispute in accordance with the provision of the previous paragraph, the Arbitration Court shall send the file of the dispute to the Ministry to be kept with it. The concerned parties shall have the right to obtain a copy of such award.

Either of the parties to the dispute is entitled to challenge the award rendered by the Arbitration Court by way of cassation in accordance with the procedures and on the dates specified in the the Court of Cassation Law.

#### **Article 165**

The awards rendered by the Arbitration Court shall be subject to the rules of rectification and interpretation of awards specified in the applicable laws and moreover, the recusal and dismissal of arbitrators other than judges shall be subject to the provisions on the recusal and dismissal of judges specified in these laws.

### **Title VX**

## **Occupational Safety and Health and Working Environment**

### **Article 166**

The employer undertakes to provide the means of occupational safety and health at the workplaces in such a way as to ensure prevention from work hazards, in particular the following hazards:

- 1- Mechanical hazards arising as a result of a collision or contact between the worker's body and a solid object, such as construction, building and excavation hazards, collapse and fall hazards, and hazards arising from devices, machines and transportation and handling means;
- 2- Hazards arising from handling solid, liquid or gas chemical substances or arising from the leakage of such substances to the working environment;
- 3- Natural hazards affecting the worker's safety and health as a result of a natural hazard or damage such as heat, humidity, cold, noise, dangerous and harmful radiations, quakes or the high or low atmospheric pressure in the workplace.
- 4- Hazards arising from the unavailability of means of safety, rescue, first aid and hygiene or the like and hazards arising from nutrition in cases where the employer is bound by virtue of the law to provide nutrition.
- 5- Fire hazards and hazards arising from electricity and lighting.

### **Article 167**

The establishments determined by virtue of the Minister's decision in coordination with the Minister in charge of industrial affairs shall assess and analyze the expected industrial and natural hazards and disasters and draft an emergency plan to protect these establishments and the workers therein upon the occurrence of any disaster, provided the efficacy of this plan is tested in order to ascertain its adequacy and the workers are trained on said plan.

The abovementioned establishments shall notify the Ministry of this emergency plan drafted by them with any modifications thereto.

### **Article 168**

The employer or his representative shall inform the worker of the work hazards and the means of prevention he must abide by, provide him with the personal prevention means and train him on using them.

### **Article 169**



The employer shall not make the worker bear any expenses or deduct from the latter's wage any amounts for the provision of the necessary means of prevention against work hazards.

#### **Article 170**

The worker must use the means of occupational safety and health and diligently preserve the ones under his possession. He must execute the instructions set forth in order to preserve his health and avoid working hazards. The worker shall not commit any act that may disrupt or destroy any of these means or prevent or hinder their use and shall not misuse them.

#### **Article 171**

Subject to the provisions of the Law on Social Insurance, the employer must:

- 1- Subject the worker before his engagement in the work to the preliminary medical examination in order to ascertain his health, physical, mental and moral safety and fitness in line with the nature of the work entrusted to him;
- 2- Subject the workers sustaining an occupational disease to periodical medical examination in order to verify whether they still enjoy their health fitness and to discover any disease they may have contracted at its early stages, in accordance with the regulation issued by virtue of the decision of the Minister of Health in agreement with the Minister;
- 3- Provide his workers with the means of medical aids and with the treatment of emergency cases in accordance with the regulation issued by virtue of the decision of the Minister of Health in agreement with the Minister;
- 4- Prepare a medical file for each worker clarifying in particular, any development in terms of the worker health situation, the procedures of his treatment, the types of regular and occupational diseases and work injuries, the degrees of disability if any as well as the period of absence of the worker due to illness.

#### **Article 172**

The employer undertakes to provide the basic health care for his workers, regardless of their number, in accordance with the regulation issued by virtue of a decision of the Minister of Health in agreement with the Minister.

### **Article 173**

Without prejudice to the provisions of Title XVI of this Law, the Ministry shall:

- 1- Create an authority denominated “The Authority of occupational safety and health inspection” formed of a sufficient number of inspectors enjoying qualifications and suitable experience, which shall be in charge of carrying out periodical inspection over the establishments to verify their implementation of the provisions of this Title.  
The Minister shall issue a decision on the formation of this Authority and the organization of its work;
- 2- Provide the Authority of occupational safety and health inspection with all what is required for its fulfillment of its mission, including equipment and measuring devices;
- 3- Organize qualitative and specialized training sessions and programs to improve the competence of the members of the Inspection Staff and the level of their performance and to provide them with the necessary technical experiences to guarantee the best occupational safety and health levels.

### **Article 174**

- a- The Authority of occupational safety and health inspection shall:
  - 1- Subject the workers at the establishments to the necessary medical and laboratory tests for verifying the adequacy of the working conditions and their effect on the worker’s health and prevention level;
  - 2- Take samples from the substances used or handled in industrial operations which may have a harmful effect on the workers’ safety and health or on the working environment for their analysis in order to determine the extent the hazards arising from the use of said substances, provided the establishment is notified in this respect;

- 3- Use the devices and equipment necessary for the analysis of the causes of occupational accidents;
- 4- Peruse the results of the technical and administrative reports incoming to the establishment about serious accidents and their causes;
- 5- Peruse the emergency plan and hazards analysis of the establishment;
- 6- Execute any other mission entrusted to the Authority by virtue of the Minister's decision.

b- The Minister in charge of the Commercial Register, based on the report of the Authority of occupational safety and health inspection shall order the partial or total administrative closing of the establishment, the interruption of a specific work or the use of one or more machine in case of imminent danger threatening the establishment or the safety or health of the workers in it, or in case the establishment failed to draft an emergency plan in accordance with the provision of Article 167 of this Law, until the elimination of the danger or the drafting of said plan.

c- The Authority of occupational safety and health inspection shall draft an annual report on its activities including in particular, a statement of the establishments subject to inspection, the number of workers therein, the inspection visits made by inspectors, violations, imposed sanctions, and the discovered work injuries and occupational disease.

The Ministry shall publish this report in any appropriate manner ensuring its public perusal, within three years as of the end of the year.

### **Article 175**

A Council of Occupational Safety and Health shall be created and shall be in charge of drafting and following-up on the implementation of general policies in terms of occupational safety and health and the provision of the appropriate working environment.

This Council shall be presided over by the Minister and a number of members representing the related administrative authorities, the Bahrain Chamber of Commerce and Industry and the General Confederation Workers Trade Unions in Bahrain, as well as the experienced parties in terms of occupational safety and health and the working environment.

The Prime Minister shall issue a decision on the formation of this Council and the organization of its work.

Subcommittees for occupational health and safety shall be established by virtue of the Council's decision in the economic and industrial sectors specified in said decision, provided each subcommittee includes among its members representative of the related parties. The Council shall set the powers and the rules governing the work of these subcommittees.

#### **Article 176**

The establishment employing fifty workers or more shall provide its workers with the necessary social and cultural services in agreement with the trade union if any or the workers' representatives. The competent Minister shall issue a decision in agreement with the General Confederation Workers Trade Unions in Bahrain on the determination of these services and their extent that must be provided.

### **Title XVI**

#### **Labour inspection and law enforcement**

#### **Article 177**

The civil servants appointed by the Minister for carrying out the inspection works and verifying the implementation of the provisions of this Law and the decisions issued in implementation thereof shall have the power to enter the workplaces, peruse the registers of the workers, and request the data, information and documents necessary for the execution of the inspection works.

#### **Article 178**

The employer shall provide the civil servants specified in Article 177 of this Law with the requested registers, data, information and documents necessary for the execution of the inspection works within an appropriate time-limit determined by said civil servants.

#### **Article 179**

The employer or his representative must respond to the request of appearance sent by the civil servants entrusted with monitoring the implementation of the provisions of this Law and the decisions issued in implementation thereof on the dates specified by said civil servants.

#### **Article 180**

The administrative authorities must provide the civil servants entrusted with monitoring the implementation of the provisions of this Law and the decisions issued in implementation thereof with efficient assistance upon the civil servants' request.

#### **Article 181**

The Minister shall issue a decision organizing the inspection works over establishments subject to the provision of this Law and determining the rules of inspections carried out at night and during non-official working hours.

#### **Article 182**

The Ministry's civil servants authorized by the Minister in charge of judicial affairs in agreement with the Minister shall have the capacity of law enforcement officers with respect to the crimes committed within the scope of their jurisdiction and in relation to the works of their jobs. The minutes related to these crimes shall be referred to the Public Prosecutor's Office by virtue of a decision issued by the Minister or his delegate.

### **Title XVII**

#### **Sanctions**

#### **Article 183**

Without prejudice to more stringent sanctions specified by any other law, the crimes mentioned in the following articles shall be subject to the sanctions specified therein.

#### **Article 184**

Every employer or his representative violating any of the provisions of Title II of this Law shall be sanctioned by a fine not less than two hundred Dinars and not more than five hundred Dinars.

#### **Article 185**

Every employer or his representative violating any of the provisions of Articles 19 and 20 of this Law shall be sanctioned by a fine not less than two hundred Dinars and not more than five hundred Dinars.

#### **Article 186**

Any party violating any of the provisions of Title IV of this Law or the decisions issued in implementation thereof shall be sanctioned by a fine not less than two hundred Dinars and not more than five hundred Dinars.

**Article 187**

Any party violating any of the provisions of Title V of this Law or the decisions issued in implementation thereof shall be sanctioned by a fine not less than two hundred Dinars and not more than five hundred Dinars.

**Article 188**

Every employer or his representative violating any of the provisions of Title VI of this Law or the decisions issued in implementation thereof shall be sanctioned by a fine not less than two hundred Dinars and not more than five hundred Dinars.

**Article 189**

Every employer or his representative violating any of the provisions of Titles IX, X and XI of this Law or the decisions issued in implementation thereof shall be sanctioned by a fine not less than fifty Dinars and not more than two hundred Dinars.

**Article 190**

Every employer or his representative violating any of the provisions of Articles 139 and 140 of this Law shall be sanctioned by a fine not less than two hundred Dinars and not more than five hundred Dinars.

**Article 191**

Every employer or his representative who totally or partially interrupts work at his establishment without notifying the Ministry shall be sanctioned by a fine not less five hundred Dinars and not more than one thousand Dinars.

**Article 192**

Any party violating any of the provisions of Title XV of this Law or the decisions issued in implementation thereof shall be sanctioned by imprisonment for a period not exceeding three months and by a fine not less than five hundred Dinars and not more than one thousand Dinars, or by any of the two sanctions.

**Article 193**

Every employer or his representative violating any of the provisions of Articles 178 and 179 of this Law shall be sanctioned by a fine not less than fifty Dinars and not more than one hundred Dinars.

#### **Article 194**

There will be as many sanctions for the crimes specified in this Title as there are workers subject of the crimes and the sanctions shall be doubled in case of repetition.

#### **Article 195**

No stay of execution shall be granted in respect of the monetary fines specified in this Title. The minimum sanction prescribed by law shall not be diminished under any excuse or by reason of extenuating circumstances.

#### **Article 196**

Fines imposed in implementation of the provisions of this Law shall be referred to the Ministry which shall spend it in accordance with the conditions and circumstances to be prescribed by virtue of decision issued by the Minister.

#### **Article 197**

The legal entity shall be held criminally liable if committing any of the crimes specified in this Law whether in its name, for its own account or benefit, as a result of an act or serious negligence, or due to the approval or concealment by any member of the Board of Directors, manager or any other officer at this legal entity or by any party acting in this capacity.

The legal entity shall be sanctioned by the doubled fine, in its minimum and maximum limits, specified for this crime in accordance with the provisions of this Law.

This shall not prejudice the criminal liability of natural persons in accordance with the provisions of the law.