

LAW NO. 36 OF 2012
PROMULGATING
THE LABOUR LAW FOR THE PRIVATE SECTOR¹

We, Hamad bin Isa Al Khalifa, King of the Kingdom of Bahrain.

Having reviewed the Constitution,

And the Civil and Commercial Procedures Act promulgated by Legislative Decree No. 12 of 1971, as amended,

And the Labour Law for the Private Sector promulgated by Legislative Decree No. 23 of 1976, as amended,

And the Social Insurance Law promulgated by Legislative Decree No. 24 of 1976, as amended,

And the Law of Evidence in Civil and Commercial Matters promulgated by Legislative Decree No. 14 of 1996, as amended by Law No. 13 of 2005,

And the Civil Code promulgated by Legislative Decree No. 19 of 2001,

And the Workers Trade Union Law promulgated by Legislative Decree No. 33 of 2002, as amended by Law No. 49 of 2006,

And Law No. 19 of 2006 with respect to Regulating the Labour Market,

And Law No. 74 of 2006 with respect to Care, Rehabilitation and Employment of Disabled Persons,

And Law No. 3 of 2008 with respect to the Social Insurance Organization,

The Deputy Council and the Consultative Council approved the following Law which we ratified and enacted:

Article (1):

The provisions of the attached Labour Law for the Private Sector shall come into force and effect.

Article (2):

The Ministerial Orders issued in implementation of the provisions of the Labour Law for the Private Sector promulgated by Legislative Decree No.(23) of 1976 shall continue to be effective to the extent that they do not conflict with the provisions of the attached Law until

¹ "This is unofficial translation, in case of difference between the Arabic and the English text, the Arabic text shall prevail"

the Minister in charge of labour affairs in the private sector issues the necessary orders for implementation of its provisions within a period of 6 months from the date of its issue.

Article (3):

Subject to the provision of Article (2) of this Law, the Labour Law for the Private Sector promulgated by Legislative Decree No. 23 of 1976 shall be revoked as shall every provision that contravenes the provisions of the attached Law.

Article (4):

The Prime Minister and the Ministers, each in his respective capacity shall implement the provisions of this Law which shall come into effect one month after the date of its publication in the Official Gazette.

Hamad bin Isa Al Khalifa,
King of the Kingdom of Bahrain

Issued at Riffa Palace
On 7th Ramadhan, 1433 Hijra
Corresponding to 26th July, 2012 AD

The Labour Law for the Private Sector

Part One Definitions and General Provisions

Chapter One Definitions

Article (1):

In the application of the provisions of this Law, the following words and expressions shall have the meanings assigned against each unless the context otherwise requires:

1. **Ministry:** Ministry concerned with labour affairs in the private sector.
2. **Minister:** Minister in charge of labour affairs in the private sector.
3. **Worker:** Every natural person employed in consideration of a wage for an employer and under his management or supervision.
4. **Employer:** Every natural or corporate person who employs one worker or more in consideration of a wage.
5. **Basic Wage:** Consideration fixed in the contract of employment to be paid to the worker on a regular basis in addition to the increments that may occur thereto, if any.
6. **Wage:** Everything that a worker receives in consideration of his employment, whatever maybe the kind thereof, whether it is fixed or variable, in cash or in kind and includes the basic wage and the supplementary allowances, benefits, grants, bonuses, commissions and other emoluments.
7. **Contract of Employment:** An agreement between an employer and a worker whereby the worker undertakes to perform the duties of a particular job for the employer under his management or supervision in consideration of a wage. A contract shall be deemed to be for a definite term if it is entered into for a fixed period or for performing a specified job.
8. **Labour Case:** A case that arises from an individual employment contract.
9. **Labour Case Administration Judge:** Any member of the office in charge of administering labour cases provided for in Article (120) of this Law.
10. **Employment Injury:** It has the meaning provided for in Article (4) (7) of the Social Insurance Law promulgated by Legislative Decree No.(24) of 1976.
11. **Notice Period:** Period provided for in Article (99) (a) of this Law.
12. **Night:** The period between 7.00 p.m. and 7.00 a.m.

Chapter Two General Provisions

Article (2):

- (a) The provisions of this Law shall not be applicable to the employees of the Government and public corporate entities which are subject to the regulations of the civil or military service or a special legal system governing the employment relationship.
- (b) Save for the provisions stipulated in Articles (6), (19), (20), (21), (37), (38), (40), (48), (49), (58), (116), (183),(185) and Parts Twelve and Thirteen of this Law, the provisions of this Law shall not apply to the following persons:
1. Domestic servants and persons regarded as such namely gardeners, house security guards, nannies, drivers and cooks for carrying out their job duties for the benefit of an employer or his relatives.
 2. An employer's family members who are actually supported by him namely the husband, wife, blood relatives and in-laws.

Article (3):

All references to dates or periods of time shall be in accordance with the Gregorian Calendar.

Article (4):

Every condition or agreement that contravenes the provisions of this Law shall be unlawful even though it is precedent to the effective date thereof should it involve undermining the prescribed worker's rights.

Any better benefits or conditions shall continue to be effective where they are established or stipulated under individual or collective contracts of employment, the establishment's labour regulations or according to custom and practice.

Article (5):

Every settlement that involves undermining or relief discharge from the worker's rights arising from the contract of employment during the effective term thereof or within 3 months from the date of its expiry shall be unlawful if it contravenes the provisions of this Law.

Article (6):

An exemption from legal costs shall be applicable to all the labour cases that are initiated by workers or their beneficiaries.

Without prejudice to the provisions of the Civil and Commercial Procedures Act, the court of law shall compel a party who files the case to pay all or some of the legal costs in the event of dismissal of the case.

Workers or their beneficiaries shall be exempted from payment of all the fees payable in respect of certificates, copies requested by them, their complaints and claims filed according to the provisions of this Law.

Article (7):

Performance of all the obligations prescribed by law shall not be barred by the total or partial winding up, liquidation or closure of an establishment, scaling down its business activities or declaring its bankruptcy.

Merger of an establishment with another or its transmission by way of inheritance, will, gift or sale, even if by a public auction, lease or such other disposal shall not result in termination of the establishment's contracts of employment. A successor shall be jointly liable with previous employers for performance of all the obligations arising from such contracts.

Article (8):

Workers shall have the right to strike in defence of their interests according to the guidelines determined by law. A worker's exercise of such right shall result in suspending the contract of employment during the strike's period.

Article (9):

Each citizen who is able to work shall apply for registering his name with the Ministry or any of the centers affiliated thereto and who indicates his age on the date of filing his application, qualifications, occupation and previous experience, if any. The Ministry shall register such applications upon their submission in a special register bearing serial numbers. An applicant shall be given a certificate confirming such registration free of charge.

A resolution of the Minister shall determine the details to be contained in the certificate referred to in the preceding Paragraph.

The Ministry shall, in co-operation and co-ordination with the concerned authorities, take the appropriate steps to employ the applicants.

Article (10):

An employer shall provide his workers with suitable transport facilities in the areas of work to be determined by a resolution of the Minister.

Article (11):

An employer, who employs workers for work in the remote areas to be determined by a resolution of the Minister, shall provide them with suitable meals and appropriate accommodation facilities.

The Minister shall, upon seeking the opinion of the concerned Ministries, Bahrain Chamber of Commerce & Industry and the Trade Union in question determined by the Minister², issue a resolution for the determination of the requirements and specifications of the accommodation facilities, kinds and quantities of food to be served to workers in each meal and the cash consideration to be paid by an employer as a substitute therefore.

Article (12):

An employer shall deliver to a worker a receipt in consideration of the documents, certificates or items deposited with the employer.

Upon the termination of the contract of employment, an employer shall return to the worker whatever materials that may have been deposited with such employer immediately upon request.

Article (13):

During the continuance of the contract of employment or upon its termination, an employer shall give to a worker, upon request and free of charge, a certificate confirming the date of employment, type of job, wage, other benefits received, experience, professional skills, date and reason for termination of the contract of employment.

Article (14):

A worker's knowledge of any regulations, resolutions, bye-laws or such other rules required by law shall be confirmed as required by law by displaying them in a prominent place of the work premises and if an employer delivers to the worker a copy thereof upon obtaining his signature evidencing receipt thereof.

**Part Two
Apprenticeship**

Article (15):

An apprentice shall be deemed to be every person who enters into a contract with an employer for the purpose of learning an occupation, trade or handicraft for a fixed period of time during which the apprentice shall work under the supervision of the employer concerned for wage or reward.

The Minister shall, upon seeking the opinion of the Bahrain Chamber of Commerce and Industry and the Trade Union in question as determined by the Minister, issue a resolution determining the procedures and rules governing apprenticeship.

Article (16):

² As amended by Law No. (31) which states that the term (the Trade Union in question determined by the Minister) shall replace the term (the General Federation for Trade Union Workers in Bahrain) Wherever it appears in the Labor Law for the Private Sector promulgated by Law No. (36) for the year 2012.

The apprenticeship contract shall be made in writing in Arabic indicating the period of learning the occupation, trade or handicraft and each progressive phase, provided that the wage or reward in the final phase shall not be less than the minimum wage for similar work in the occupation, trade or handicraft for which he has been trained.

Article (17):

An employer may terminate a contract of apprenticeship if he is satisfied that the apprentice is not suitable or prepared to properly learn the occupation, trade or handicraft.

An apprentice may terminate the contract for any reason whatsoever.

In all cases, a party that wishes to terminate the contract shall give notice to the other party at least 7 days prior to the date fixed for termination.

Article (18):

An apprentice shall be subject to the provisions of Parts Seven and Eight of this Law.

**Part Three
Individual Contract of Employment**

Article (19):

A contract of employment shall be in writing, in Arabic, recorded in duplicate, one copy of which shall be retained by each of the parties thereto. If a contract is drawn up in a language other than Arabic, it shall be accompanied by an Arabic version thereof. If a contract refers to an internal regulation, it shall be attached to the contract of employment and shall be signed by both parties to the contract to be admitted in evidence. In the absence of a written contract, the worker alone may establish all his rights by all methods of evidence.

Article (20):

A contract of employment shall contain the material details of the parties to the contract particularly the following details :

1. Employer's name, the address of the business premises and commercial registration number.
2. Worker's name, date of birth, qualifications, position or occupation, residential address, nationality and personal particulars of identification.
3. The nature, type of employment and term of the contract if it is for a definite term.
4. The wage agreed upon, method and time of payment, and all the cash and in kind benefits agreed upon.
5. Other particulars to be determined by a resolution of the Minister.

Article (21):

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

However, a probationary period may be increased up to a maximum of six months in respect of the occupations to be determined by a resolution of the Minister.

The probationary period shall not be recognized unless expressly provided for in the contract of employment.

- (b) Either party to a contract of employment may terminate it during the probationary period if it becomes evident that its continuance is not appropriate, provided that the party terminating the contract gives at least one day notice to the other party.
- (c) No worker shall be employed under probation more than once by the same employer.

Article (22):

No employer shall contravene the conditions laid down in the individual or collective contract of employment nor shall he require any worker to perform any work which has not been agreed upon or which is not in accordance with the terms of the contract unless necessitated by an urgent emergency for preventing an accident, repairing whatever may arise thereof or in case of force majeure provided that such change shall be on a temporary basis. An employer may assign to a worker work other than that previously agreed upon, provided that it does not differ basically therefrom and is not intended to prejudice the worker's rights.

An employer may train and qualify the worker to perform different job duties from the work originally agreed upon to keep in line of technological development in the establishment, provided that notice shall be given to the concerned Ministry and the relevant trade union.

**Part Four
Employment of Juveniles**

Article (23):

For the application of the provisions of this Law, a juvenile means every person of fifteen years of age but not exceeding eighteen years of age.

Article (24):

It is prohibited to employ anyone who is less than fifteen years of age.

Article (25):

Juveniles shall not be employed to actively work for a period exceeding six hours a day.

They shall not be permitted to remain in the place of employment for more than seven consecutive hours. The hours of work shall be interrupted by one or more intervals for rest and having a meal, the total of which shall not be less than one hour. Such interval or intervals shall be so arranged that juveniles shall not work for more than four consecutive hours.

Article (26):

Juveniles shall not be employed during the night nor shall they be employed during the weekly days of rest or public holidays.

Article (27):

(a) Before employing a juvenile, an employer shall comply with the following:

1. He shall ascertain the parents' or guardians' approval of the juvenile's employment.
2. A medical check of the juvenile shall be conducted to confirm his medical fitness for work.
3. A juvenile shall not be employed to undertake hard or hazardous work that may be damaging to the juvenile's health, his safety or moral conduct.
4. The Ministry shall be given notice concerning all the details related to the juvenile.

(b) After employing a juvenile, an employer shall comply with the following:

1. He shall display in a prominent place in the employment premises a copy containing the provisions related to the employment of juveniles provided for in this Part and a statement approved by the Ministry with respect to fixing the working hours, periods of rest and times of the weekly rest.
2. He shall draw up a list showing the names of juveniles employed thereby, their ages, job duties and dates of employment.
3. He shall conduct a regular medical check-up upon a juvenile to ensure the continuation of his medical fitness at the times to be fixed by a resolution of the Minister following consultation with representatives of employers and workers.

Article (28):

Subject to the provisions of this Part, the Minister shall issue a resolution determining any other terms, conditions or situations governing the employment of juveniles and determining the difficult and hazardous occupations, industries and jobs for which it is prohibited to employ juveniles to engage in or which are harmful to the juvenile's health, safety or moral behaviour according to the different age groups. Such occupations shall be reviewed periodically or whenever necessary.

Article (29):

Subject to the provisions of this Part, working women shall be subject to all the provisions governing the employment of workers without discrimination between them should the employment conditions be similar.

Article (30):

The Minister shall issue a resolution determining the events, jobs and events where it is not permitted to employ women during the night.

Article (31):

The Minister shall, upon obtaining the opinion of the concerned authorities, issue a resolution determining the occupations for which the employment of women is prohibited.

Article (32):

- (a) A female worker shall be entitled to maternity leave on full pay for sixty (60) days which shall include the period before and after her confinement provided she produces a medical certificate attested by a government health centre or one of the clinics approved by the employer stating the expected date of her confinement.

A female worker may obtain an additional leave without pay due to her confinement for a period of fifteen (15) days in addition to the aforesaid leave.

- (b) It shall be prohibited for a female worker to work during the forty (40) days following her confinement. Employment with another employer during the maternity leave shall be subject to the provisions of Article (62) of this Law.

Article (33):

It shall be prohibited for an employer to dismiss a female worker or to terminate her contract of employment because of marriage or during maternity leave.

Article (34):

A working woman shall be entitled to obtain leave (of absence) without pay to provide care for her child who is not more than six years of age for a maximum of six (6) months in each case and for three times throughout the period of her service.

Article (35)

A female worker shall be entitled after her maternity leave and until her child is six (6) months of age to two periods of care to breastfeed her newly born child each of which shall not be less than one hour. She shall also be entitled to two periods of care for 30 minutes each until her child completes one year of age. A female worker shall have the right to combine these two periods and such two additional periods shall be considered to be part

of the working hours without resulting in any reduction of the wage. An employer shall fix the time of the care period referred to in the preceding paragraph according to the female worker's conditions and the interest of business.

Article (36):

When employing women, an employer shall display in a prominent place of the business premises or at the workers' assembly point a copy of the regulations for employment of women.

**Part Six
Wages**

Article (37):

A worker's wage shall be fixed according to an individual employment contract, collective employment contract or the employment regulations in the establishment. If the wage is not fixed by any of the aforesaid methods, a worker shall be entitled to wage at a similar rate, if any, otherwise the wage shall be estimated according to the professional practice in the field in which the job duties are performed. If there is no such custom and practice, the competent court shall estimate the wage due to the worker according to the requirement of justice.

The above shall be applicable in determining the type of service which a worker is required to provide.

Article (38):

A worker's wage may be calculated by the hour, day, week, month, piece-rate or production.

Wages shall not be deemed to be calculated on a piece-rate or production basis unless there is an express provision to this effect in the contract of employment.

Article (39):

It shall be prohibited to discriminate in the payment of wages on the basis of sex, ethnic origin, language, religion or belief.

Article (40):

- (a) Wages and other amounts payable to a worker shall be paid in the Bahraini currency and an agreement may be concluded for payment thereof in a legally available foreign currency.
- (b) Wages shall be paid on a working day and at the place of business subject to the following:

1. Wages of workers paid at monthly rates shall be paid at least once a month.
 2. If wages are paid on a production basis and where the work requires a period of more than two weeks, a worker shall receive in every week a payment on account to reflect the completed work and the balance of the wage shall be paid during the following week, upon receiving the goods in question .
 3. Notwithstanding the aforesaid paragraphs, workers' wages shall be paid at once a week at the most unless there is an agreement to the contrary.
 4. If the employment relationship is terminated, a worker shall be paid his wage and all the amounts due thereto immediately unless the worker has left his employment of his own initiative, in which case the employer shall pay the worker's wage and all his entitlements within a period not exceeding 7 days from the date he left his job.
- (c) Subject to the provisions of the aforesaid Paragraph, if an employer delays the payment of wages to a worker beyond the date of payment, he shall compensate the worker at the rate of 6% per annum for the wage whose payment has been delayed for a period of 6 months or less from the date of entitlement to the wage. Such percentage shall be increased at the rate of 1% for each month's delay thereafter up to a maximum of 12% per annum in respect of such wage.

Article (41):

An employer shall be prohibited from transferring a worker employed on monthly terms of employment to daily, weekly, piece-work or hourly rate without the written consent of the worker. In such case, the worker shall be entitled to all rights accrued during the period of monthly terms of employment according to the provisions of this Law.

Article (42):

It shall be prohibited for an employer to compel a worker to purchase foodstuffs, goods or services from certain business premises owned thereby or by third parties or from any goods or services produced or provided by the employer.

Article (43):

If a worker reports for duty at the place of employment at the fixed time for performing his duties and where he is willing to carry out his job duties during such period and is not enabled to do so for reasons attributable to the employer, he shall be deemed to have actually carried out his duties and becomes entitled to receive his wage in full.

However, if a worker reports for duty but has been unable to do his work due to reasons beyond the control of his employer, he shall be entitled to one half of his wage.

Article (44):

- (a) An employer shall not deduct more than ten percent (10%) of the wage of a worker in repayment of a loan that he may have lent during the continuance of the contract

nor shall any interest be charged on such loans. This provision shall be applicable to wages paid in advance.

However, in respect of loans granted for the building of accommodations , such deduction from the worker's wage may be increased to a proportion which shall not exceed 25% of the wage, provided that the worker shall confirm his prior agreement in writing to such deduction.

- (b) An employer shall be entitled to charge the worker the actual administrative fees and charges due for a loan; and in respect thereof the rules related to the repayment of the loan shall be applicable.
- (c) If a worker terminates his employment before repayment of a loan, an employer shall be entitled to deduct the loan amount or the balance remaining thereof from the worker's entitlements.

Article (45):

The wage due to a worker shall not be attached or assigned except to the extent of (25%) of such wage, which may be increased to 50% for the payment of alimony.

In the event of multiplicity of debts, alimony shall receive first priority followed by the amounts due to the employer in respect of any damage caused by the worker to the tools, tasks or payments unlawfully made to him or for the monetary penalties imposed upon him.

For the assignment of any proportion of the wage to be valid to the extent of the percentage provided for in the first paragraph, the worker's written consent shall be obtained.

Article (46):

An employer shall not have discharged his liability for payment of the wage unless the worker concerned signs a register maintained for recording the payment of wages, a payroll or a receipt prescribed for this purpose or by procuring the transfer of his wage to a bank upon the worker's request.

Article (47):

A worker's entitlements related to his leaving indemnity, amounts due for balance of annual leave provided for in Article (59) and the compensation due according to the provisions of Article (99) (b) and Article (111) of this Law shall be calculated on the basis of the worker's most recent basic wage in addition to the social allowance, if any. If a worker is employed on a piece-rate or production basis or receives a fixed wage in addition to a commission or percentage, the calculation of such entitlements shall be on the basis of the average wage of the worker during the last three months.

Article (48):

A worker's wages and amounts to which he or his beneficiaries are entitled to according to the provisions of this Law shall have a lien over all the employer's real and movable properties and shall be satisfied in priority to any other debt including the debts owed to the State.

Article (49):

Subject to the provisions of Article (136) of this Law, in the event of denial no claim for wages filed by a worker or his beneficiaries five years after the accrual of such wages.

**Part Seven
Hours of Work and Periods of Rest**

Article (50):

Workers employed on a night shift basis and job duties requirements shall be paid a job nature allowance.

Article (51):

- (a) Subject to the provisions of Articles (53) and (54) of this Law, a worker shall not actually be employed for more than 48 hours in a week.
- (b) Save for the cases provided for in this Law, a Muslim worker shall not be employed during the month of Ramadhan for more than six hours a day or thirty six hours a week.
- (c) Subject to a resolution of the Minister, the maximum hours of work may be reduced for some categories or workers, industries or jobs as required by their particular conditions or nature.

Article (52):

- (a) Subject to the provision of Paragraph (b) of this Article, one interval or more shall be provided during the hours of rest for prayers, having a meal and rest with a total of no less than 30 minutes, so that the regulation of the hours of work shall ensure that a worker shall not work for more than 6 continuous hours. The intervals of rest shall not be calculated as part of the actual working hours.
- (b) The Minister shall determine by a resolution the jobs and instances where, for technical reasons or for operational reasons, the continuation of work without a rest interval and shall decide the hard or exhausting jobs that require giving a worker rest intervals to be reckoned as part of the actual hours of work.

Article (53):

- (a) Subject to the provision of Article (51) (a) of this Law, a worker shall not actually work for more than eight hours a day unless otherwise agreed upon, provided that the a worker's actual hours of work shall not be more than 10 hours a day.
- (b) Hours of work and rest periods shall be regulated so that the period from the commencement of the working hours to the end thereof shall not be more than 11 hours in each day. A period of rest shall be computed as part of the hours of attendance if the worker is present at the workplace.

- (c) An exemption from the provision of the foregoing paragraph shall be applicable to the workers who carry out intermittent jobs by their nature as designated by a resolution of the Minister, provided that the period of their attendance shall not be more than 12 hours in each day.

Article (54):

An employer may employ a worker for extra hours if required by the business conditions.

A worker shall receive payment for each extra hour equivalent to his wage entitlement increased by a minimum of twenty five percent thereof for hours worked during the day and by a minimum of fifty percent thereof for hours worked during the night.

Article (55):

An employer shall post in a prominent place of the workplace a table showing the weekly day of rest, hours of work and the rest period prescribed for each worker in addition to any amendments to such table.

Article (56):

The provisions of Articles (51), (52) and (53) of this Law shall not be applicable to the following:

1. An employer's authorized agents.
2. Workers engaged in preparatory and supplementary jobs that must be completed before or after the end of the official working hours.
3. Security guards and cleaners.

The Minister shall issue a resolution fixing the maximum actual and extra hours of work and the overtime wages payable to the categories provided for in paragraphs (2) and (3) of this Article, provided that such wage shall not be less than that provided for in Article (54) of this Law.

Article (57):

- (a) Work in the establishment shall be regulated so that each worker receives a weekly rest of at least twenty four hours.

Friday shall be deemed as a weekly day of rest. Subject to observing that Friday includes prayer time for Muslims, an employer may alter this day to any other day of the week for some of his workers.

An employer shall be empowered to give a worker a paid weekly rest for more than twenty four successive hours, provided that the hours of work during the week shall not be more than forty eight hours.

- (b) An employer is entitled to employ a worker on his day off if the situation dictates. In this case, a worker shall be entitled to his wage for this day and an overtime wage equivalent to 150% of such wage or shall be given another day off in lieu thereof as elected by the worker, the overtime wage or day off.

A worker shall not be required to work during his weekly day of rest for more than two successive times except with his written consent.

Part Eight Holidays

Article (58):

Subject to the provision of Article (60) of this Law, a worker who has completed at least one year's service with his employer shall be entitled to annual leave on full pay for a period of not less than 30 days at the rate of two and a half days for each month.

If a worker's period of service is less than one year, he shall be entitled to such leave upon a quantum meruit in respect of the proportion of his service in that year.

A worker may not waive his entitlement of/to leave (of absence) but may receive a cash consideration in lieu thereof according to the provision of Article (59) (b) of this Law.

Article (59):

- (a) Subject to the provision of Article (61) of this Law, an employer shall schedule the dates of annual leave according to the business requirements and conditions. A worker shall go on leave on the date and for the period fixed by his employer. In all cases, a worker shall have annual leave for a period of fifteen days including no less than six consecutive days.
- (b) A worker shall be entitled to go off duty for a contingency reason for a period not exceeding 6 days during the year with a maximum of two days in each case. Such contingency leave shall be reckoned as part of the worker's annual leave entitlements.
- (c) An employer shall settle the balance of annual leaves and the corresponding wage thereof every two years as a maximum. If the employment is terminated before a worker exhausts the balance of his annual leave, he shall be entitled to receive the wages for such balance.
- (d) Notwithstanding the provision of the preceding paragraph, a worker shall forfeit the right to receive the wage for the balance of his leave as determined by the employer if it is proved that the worker has objected in writing to do so.

Article (60):

A juvenile's annual leave shall not be subject to division, reduction or interruption.

Article (61):

A worker shall have the right to schedule his annual leave if he has to sit for an examination in any educational level, provided that a 30 day notice be given to the employer prior to going on leave.

Article (62):

An employer shall be empowered to deprive the worker of his wage for the period of leave or to recover the wage paid in respect thereof if it is proved that he has taken up employment with another employer during the period of leave without prejudice to disciplinary liability.

Article (63):

- (a) A worker shall be entitled to a three day leave on full pay in the following circumstances:
 - 1. In the event of his marriage only once.
 - 2. Death of his/her spouse or one of his relatives to the fourth degree of relationship.
 - 3. Death of his/her spouse's relatives to the second degree of relationship.
- (b) A worker is entitled to a day off on full pay upon the birth of his child.
- (c) A Muslim worker shall have the right to one month leave on full pay if her husband dies. She shall also be entitled to complete the death *Eddah* from her annual leave for three months and ten days. If she does not have annual leave balance, she shall be entitled to leave without pay.
- (d) An employer shall have the right to request a worker to provide evidence of claims made of any of the events provided for in the preceding paragraphs.

Article (64):

A worker shall be entitled to leave on full pay during Eid and official occasions which shall be determined by an Edict to be issued by the Council of Ministers based on the Minister's submission.

An employer may require a worker to report for duty during any of these days if so required by the circumstances of work. In such event, he shall be paid 150% of his wage in respect of the days worked or be granted substitute leave in respect of such days, as elected by the worker.

If any of these days fall on a Friday or on a public holiday, the worker shall be compensated by having another day in lieu thereof.

Article (65):

A worker who has completed three continuous months in the employer's service who has a proven illness and is deserving of a sick leave certified by one of the government health centres or a clinic recognized by the employer shall be granted the following sick leaves during each year:

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

In the event of disagreement in determining the duration of medical treatment, the Medical Commission provided for in Article (89) of this Law shall determine such duration.

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

Article (66):

A worker who is sick may make use of his annual leave balance in addition to the sick leaves to which he is entitled.

Article (67):

A Muslim worker who has served his employer for a continuous period of five years shall have the right to leave on full pay for fourteen working days to perform his pilgrimage obligation. Such leave shall be granted once to the worker during his service period unless he has taken it during his employment with another employer.

An employer shall decide the number of workers who are granted such leave in every year according to the business requirements, provided that priority shall be given to the worker who has spent the longest period of continuous service.

**Part Nine
Regulation of Work**

Article (68):

An employer shall maintain a that contains all aspects related to the worker, mainly:

1. His name, age, CPR number, social status, residence address and nationality.
2. Job title, occupation, qualification and experience.
3. Date of employment, wage and the developments.
4. Holidays and leave taken and any penalties imposed upon him.
5. Date and reasons of termination of his service.

An employer shall keep in the worker's file the minutes of investigations conducted with the worker, assessments of his superiors regarding his job performance according to the establishment's employment regulations and any other documents related to the worker's service.

An employer shall retain the worker's file for at least two years from the date of termination of the contract of employment.

Article (69):

An employer shall document the file of a worker, who is not subject to the Social Insurance Law, any disabilities he has on the date he commenced the service and any injuries sustained during employment or by reason thereof and the date of disability arising from each injury if any.

Article (70):

No one shall have access to the worker's file except for those legally authorized to have such access.

**Part Ten
Workers' Duties and Penalties**

Article (71):

A worker shall do the following:

1. He shall personally carry out the duties assigned to him properly and faithfully according to the contract of employment and provisions of the Law, resolutions issued for its implementation and the regulations of work in the establishment. For this purpose, he shall exercise due care expected from the reasonable person.
2. He shall carry out the orders and instructions of the employer or whomsoever represents him concerning the performance of the work where there is no breach of the contract of employment, provisions of the Law, resolutions issued for its implementation or regulations of work in the establishment, public morals or whatever may endanger him.
3. He shall be punctual in reporting for duty and shall comply with the required proceedings in the event of absence from work or failure to comply with the working hours.
4. He shall keep in safe custody all the items, equipment, records, documents or other things received from the employer in his custody and shall do everything to ensure that they remain safe and for this purpose he shall exercise due care expected from the reasonable person.
5. He shall show due respect to his superiors, colleagues and employees at work and shall co-operate with them to serve the best interest of work.
6. He shall treat the employer's clientele properly.
7. He shall observe the integrity of the business and conduct himself in an appropriate manner .

8. He shall comply with the regulations laid down for maintaining the establishment's safety and security.
9. He shall maintain the confidentiality of the business so that the business information shall not be disclosed if it is confidential by nature or according to the employer's written instructions.
10. He shall accurately notify the employer of the relevant information relating to his residential address, social status and all the other details that must be entered in his personal/private file according to the provisions of the Law or applicable regulations and shall keep the employer up to date of any changes of such information.
11. He shall observe the rules laid down by the employer for development of the worker's professional skills and experience or qualification to undertake his job duties to comply with the establishment's technological development.
12. He shall return whatever items, equipment, records, documents, papers or other non-consumables that relate to the work after the termination of the contract of employment.

Article (72):

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

1. Maintain for his own benefit any records, documents or papers related to the work.
2. Working with a third party whether with or without wage without the employer's consent.
3. Borrowing from the employer's customers or from persons who engage in similar business to that of the employer. This restriction shall not be applicable to borrowing from banking institutions.
4. Accepting any commissions, gifts, rewards, sums of money or other items of any description in the course of carrying out his job duties without the employer's consent.
5. Collecting money or donations, distribution of leaflets, collecting signatures or holding meetings inside the workplace without the employer's approval and in breach of the provisions of the law.

Article (73):

If a worker's job allows him to be acquainted with the employer's customers or to have access to confidential business information, the two parties may agree that the worker shall not, upon the termination of the contract, compete with the employer nor participate in any project that is competitive thereto.

Such agreement shall be valid if the following conditions are fulfilled:

1. At the time the contract was concluded, the worker must have been eighteen years of age.
2. Restriction shall be limited as to time for a period not exceeding one year after the termination of the employment contract and shall be limited in terms of place and type of work to the protection of the employer's legitimate interests.

An employer shall not invoke such agreement if the contract is terminated or if its renewal has been rejected without any justifiable action on the worker's part. He shall not invoke such agreement if the worker's termination of the contract is justifiable.

Article (74):

An employer who employs ten or more workers shall post in a prominent place within its premises a copy of the basic regulations for the organization of work and the disciplinary regulations.

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

The Minister shall issue a resolution approving the model forms of the regulation of work and disciplinary regulations for the establishments that are subject to the provisions of this Law.

Article (75):

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

1. Verbal caution.
2. Written warning.
3. Postponement of the date of entitlement to the annual increment for a period not exceeding 3 months.
4. Suspension from work in addition to deduction the wage for a period not exceeding one month in a year and no more than 5 days on each occasion.
5. Postponement of the promotion upon being entitled thereto for a period not exceeding one year.

6. Dismissal from service according to the provisions of this Law.

The penalty provided for in paragraph (3) shall be imposed in the establishments that have an increment system.

Article (76):

(a) An employer shall not inflict a penalty against a worker except upon giving him notice in writing of the charge against him, hearing his statements, investigating his defence and recording the same in the investigation statement, provided that the investigation shall commence within a maximum of 7 days from the date of discovering the violation. The trade union to whom a worker belongs shall be entitled to nominate a representative thereof to attend the investigation once written notice is given by the worker to the employer.

In case of violations that are punishable by verbal caution, written notice or suspension from work for one day with deduction from the wage, an investigation may be conducted verbally provided that the contents thereof shall be recorded in the decision to inflict the penalty.

In all cases, a decision issued for inflicting a penalty shall be substantiated.

(b) An employer shall personally investigate the worker or to assign the investigation to another person who has experience in respect of the subject-matter of the violation or to one of the establishment's staff members, provided that the investigator's position shall not be lower than the level of the workers involved in the investigation.

(c) A worker shall be given written notice of the penalties imposed upon him, type, extent and the penalty likely to be imposed in case of recurrence. If the worker refuses to receive such notice, it shall be sent to him by a registered letter with a note of delivery at his address kept in his own file.

(d) A worker shall have the right to appeal in writing against the decision to inflict a penalty upon him within 7 working days from the date of notice of such decision and the appeal shall be filed with the person who has taken such decision.

(e) The financial penalties imposed on workers shall be recorded on a special register stating the circumstances that led to the penalty, the name of the worker along with the amount of his wage. He shall keep the proceeds of such penalties in a special account which shall be disposed of in a manner to be decided by the Minister in agreement with the Trade Union in question as determined by the Minister.

Article (77):

Disciplinary penalties imposed against workers shall be lifted upon the expiry of the following time limits:

- (a) Six months in the event of a written warning and verbal caution.
- (b) One year in case of suspension from work with wage deduction, postponing entitlement to the annual wage increment and postponing the promotion.

Lifting the penalty shall take place if it is found that the worker's behaviour and performance of his work are satisfactory.

Lifting the penalty shall render it null and void for future reference.

The penalty's documents along with every reference thereto shall be removed from the worker's file.

Article (78):

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

1. A worker shall not be subject to disciplinary action for an act that is not related to his work.
2. A penalty shall be proportionate to the violation.
3. Not more than one penalty shall be imposed for a single violation.
4. The amount of penalty in respect of a single violation shall not exceed more than five days' wages and the total amount of wages deducted from the worker in settlement of fines in a single month shall not exceed more than five days' wages.
5. The penalty for suspension from work in respect of a single violation shall not be more than five days and the period(s) of suspension in one month shall not be more than five days.
6. A worker shall not be held accountable for a violation which the employer has been aware of for more than 30 days except for the violations involving criminal offences for which a worker may be held liable until they criminally lapse.

A worker shall not be penalized for a violation committed which has been proven and a period of fifteen days has lapsed. **Article (79):**

An employer may impose a more severe penalty if the worker commits a new violation of the same type of violation for which he has been penalized for before if the new violation has been committed within six months from the date of notice given for the previous violation..

Article (80):

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

Article (81):

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

If it is proved that the accusation against the worker has been premeditated by the employer or his representative, he shall be paid his wages for the suspension period. The Public Prosecution and the competent court shall, where this is proven, refer to this fact in its decision or judgement.

Article (82):

If a worker by reason of his work causes the loss or destruction of items, machinery or products owned by the employer or kept in his custody and where this is due to his deliberate act or gross negligence, he shall be liable for payment of the value of what he has lost or damaged.

Following an investigation and upon giving notice to the worker, an employer shall commence the deduction of the aforesaid amount from the worker's wage, provided that the deduction for this purpose shall not be more than five days' wages per month.

A worker may challenge the employer's assessment by filing an appeal with the competent court within one month from the date of knowledge of such assessment. If the employer is not given judgement confirming the amount assessed by him or if a judgement is awarded for a lesser amount, he shall refund what has been unlawfully deducted within 7 days from the date on which the judgement becomes final.

An employer shall not recover the value of what has been lost or destroyed by means of deduction from the worker's wage if such value exceeds two months' wages.

Article (83):

Subject to Article (81) of this Law, each worker who is remanded in custody shall be suspended from his work by the force of law and shall be deprived of his wage for the duration of his custody.

The provision of the previous paragraph shall not deprive an employer of his right to terminate the contract of employment if the other conditions of termination are established.

Article (84):

The provisions of this Part shall not prejudice the guarantees prescribed by law for the members of the board of directors of trade union organizations.

**Part Eleven
Compensation for Employment Injuries and
Occupational Diseases**

Article (85):

The provisions of this Part shall be applicable to workers who are not subject to the provisions of the Social Insurance Law.

Article (86):

If a worker dies or sustains injury as a result of an accident that compels him to be absent from work, during or because of his job, the employer concerned shall report the accident immediately upon its occurrence to the police station in the area in which the accident occurred. The accident shall also be reported to the Ministry and to the Ministry of Health within twenty-four hours from the time of being aware of the accident.

The aforesaid report shall include the name of the injured worker, his occupation, address and nationality together with a brief description of the accident, causes thereof and the actions taken for administering first aid or treatment of the said worker.

Article (87):

An injured worker shall be entitled to receive treatment in a government medical institution or another appropriate medical facility that the employer may deem fit.

Such employer shall bear the full cost of treatment including the supply of medicines, transportation expenses, rehabilitation services and cost of the necessary aid equipment determined by the attending physician.

Article (88):

In case of dispute concerning the determination of the costs of treatment of the injured worker, the medical commission provided for in Article (89) of this Law shall determine such costs.

Article (89):

The Minister of Health in agreement with the Minister shall issue an order for the formation of a medical commission to assess the following;

1. Whether or not a worker has suffered an occupational disease.
2. Disability of the injured worker and assessing the severity of the disability.
3. Completion of the injured worker's treatment.
4. Settling the dispute concerning the length of treatment of the worker and determining its cost.

The order for the formation of this commission shall determine its procedures and deliberations.

A worker shall be entitled to appeal any decision made by this Commission before the Appellate Medical Commission provided for in Article (90) of this Law within 15 days from the date of receiving a written notice concerning the decision.

Article (90):

The Minister of Health in agreement with the Minister shall make an order for the formation of an Appellate Medical Commission to review appeals of the decisions made according to the provision of Article (89) of this Law.

The order issued for the formation of this Committee shall determine the deliberations and procedures of filing appeals, scope of their work and the documents to support such appeals.

Article (91):

An injured worker shall be paid his wage during the period of his treatment. In the event that the period of treatment exceed six months, the employer shall pay thereto one half of the wage until he recovers or until his inability to work is proven.

Article (92):

A worker who is injured during employment or because thereof or his beneficiaries shall have the right to receive compensation for the injury according to the schedule to be issued by an order of the Minister.

Article (93):

The provisions of Articles (87), (91) and (92) of this Law shall not be applicable in the following events:

1. The worker self-inflicting himself.
2. The worker's injury occurring because of gross and deliberate misbehaviour, which shall include every act done by an injured worker under the obvious influence of intoxicating materials or narcotic drugs.

3. of the worker violating the employer's instructions concerning occupational safety or health and his gross negligence in complying with such instructions.

The onus of proving any of the above shall rest with the employer.

Article (94):

If a worker dies as a result of an employment injury, compensation shall be apportioned in accordance with the rules of Sharia'a inheritance.

Article (95):

The provisions related to employment injuries set forth in this Part shall be applicable to any of the occupational diseases suffered by a worker as set forth in the Occupational Diseases Schedule attached to the Social Insurance Law.

**Part Twelve
Termination of Employment Contract**

Article (96):

- (a) A contract of employment terminates automatically at the expiry of its duration.
- (b) If a contract of employment expires at the end of its duration, it may be renewed by an express agreement made between the parties thereto for a further term(s).

Article (97):

- (a) A contract of employment concluded for the performance of a specific work shall terminate upon the completion of such work.
- (b) If a contract of employment concluded for completion of a particular work, it may be renewed by an express agreement made between the parties thereto for completion of any other work or works.

Article (98):

A contract of employment shall be deemed for an indefinite period in the following events:

1. If the contract is concluded without specifying its duration.
2. If the contract is concluded for a period of more than five years.
3. If the duration of the original and renewed contract is more than 5 years.
4. If the parties to a contract made for a definite duration continue its performance after the expiry of its term without an express agreement to renew it.

5. If a contract of employment is made for the completion of a certain job and where it continues for more than 5 years.
6. If a contract of employment made for completion of a specific work is renewed and where the period of completion of the original work and the works for which the contract is renewed continues for more than 5 years.
7. If a contract of employment is made for completion of a specific work and its parties continue to implement it following the completion of such work without an express agreement to renew it.

Article (99):

- (a) Either party to a contract of employment may terminate it upon giving the other party thirty days' prior notice and such contract shall remain effective during the notice period and the parties thereto shall be bound by all the obligations arising therefrom.

If the contract is terminated by the employer, agreement may be reached that the notice period shall be more than 30 days.

- (b) If a contract of employment is terminated without complying with the notice period, the party that terminates the contract shall pay to the other party compensation for such notice period equivalent to the worker's wage for the entire notice period or the remainder thereof, as the case may be.

If the termination takes place by the employer, the notice period or the remainder thereof shall be reckoned as part of the worker's service period. If termination takes place by the worker, the contract shall be terminated as from the date of leaving his job duties.

- (c) If notice of termination of the contract is given by the employer, a worker shall be entitled to go absent from work for a whole day in every week or for 8 hours during the week to look for another job, provided that absence shall take place at an appropriate time for the conditions of business and the worker shall be entitled to receive his wage for the days or hours of absence.

- (d) The provisions of this article shall not prejudice the right of either party of the contract to claim compensation for termination of the contract, if such claim is justified

Article (100):

Notice provided for in Article (99) of this Law shall be in writing and the party that seeks to terminate the contract of employment shall deliver such notice to the other party or his/its representative against obtaining his signature confirming receipt or shall send such notice

by a registered letter with a note of delivery to the most recent address supplied by the other party.

If the recipient party refuses to take delivery of such notice, the other party may prove this by all means of evidence.

The effectiveness of the notice period shall commence from the date of receiving such notice or refusal to receive it, as the case may.

Notice to terminate the contract shall not be conditional upon a suspending or termination clause.

Article (101):

A worker shall be entitled to compensation for the employer's termination of the contract of employment unless the contract's termination is due to a legitimate cause.

The onus of proving the legitimacy of the contract's termination shall rest with the employer.

Article (102):

(a) If an employer gives notice to the worker for termination of the contract of employment during any leave, the notice period shall only take effect from the day following the end of his leave.

(b) An employer shall not terminate the contract of employment during any of the worker's leave.

Article (103):

Every agreement that exempts an employer contrary to the provisions of this Law from the service of notice or reduction of its period shall be null and void.

If termination of the contract takes place by the worker, an employer may exempt the worker from all or part of the notice period.

Article (104):

(a) An employer's termination of the contract of employment shall be deemed as unfair (unjustified?) dismissal of the worker for any of the following reasons:

1. Sex, colour, religion, belief, social status, family responsibilities, a female worker's pregnancy, child birth or breastfeeding her infant.
2. Worker's membership of a trade union or his lawful participation in any of its activities as prescribed by the relevant laws and regulations.

3. Workers' representation in a trade union organisation or his previous engagement in such activities or seeking to represent workers.
4. Filing a complaint, report or court case against the employer unless the complaint, report or court case is of a vexatious nature.
5. Worker's exercise of his right to leave according to the provisions of this Law.
6. Placement of an attachment upon the worker's entitlements held by the employer.

(b) The Court shall rule, upon the request of a dismissed worker, for his reinstatement where it is proved that his dismissal from his job has been for any of the reasons provided for in paragraph (2) and (3) of the previous paragraph.

Article (105):

A worker may terminate the contract of employment without notice in either of the following events:

1. Assault by the employer or his representative against the worker, during or because of the work, by words or deeds that are punishable by law.
2. An act committed by the employer or his representative that is considered as immoral against the worker or a member of his family.

Termination of the contract in either of the above events shall be deemed as unjustified dismissal by the employer.

Article (106):

A worker may terminate the contract of employment upon giving notice to the employer in either of the following events:

1. Employer's breach of any material obligation provided for by the law, contract of employment or regulations of work in the establishment.
2. Fraudulent representation made by the employer or his representative to the worker regarding the terms and conditions of employment, in the event that the fraud is so severe without which the contract would not have been concluded.

The worker shall make a written request to the employer, prior to giving notice for terminating the contract of employment, to remove such breach or fraud during a period not exceeding thirty days from the date the request was submitted, If such period lapses without the worker's request being met, he shall be entitled, upon giving the aforesaid

request, to terminate the contract of employment. Such termination shall be deemed as unjustified termination by the employer if the worker's claim is proven.

Article (107):

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

1. If the worker has assumed a false identity or submitted false certificates or references.
2. If the worker has committed a fault that caused material financial loss to the employer, provided that the employer report the matter to the competent authorities within two working days of his knowledge of such material financial loss.
3. If the worker, despite a written warning, fails to comply with written instructions which are required to be observed for the safety of workers or the establishment, provided that such instructions are posted up in a prominent place in the workplace.
4. If the worker goes absent from work, without legitimate cause, for more than twenty(20) intermetent days or for more than ten consecutive days in one year, provided that such dismissal shall be preceded by warning in writing by the employer to the worker after an absence of ten days in the former instance and an absence of five days in the latter instance.
5. If the worker fails to perform his essential duties under the contract of employment.
6. If the worker discloses, without a written permission from the employer, the secrets related to the work.
7. If the worker has been finally sentenced for a crime or misdemeanour involving dishonour, dishonesty or public morals.
8. If the worker is found during the hours of work to be under the influence of alcohol or drugs; or if he has committed an immoral act at the place of work.
9. If the worker assaults his employer or his responsible manager or commits a serious assault upon any of his supervisors of work during the course of employment or for reasons connected therewith.
10. Worker's failure to comply with the legally prescribed rules concerning the exercise of the right to strike.
11. If the worker becomes unfit to do his work subject to the contract due to a cause attributed thereto such as cancelling his permit to practise his work or loss of the qualifications authorising him to do the mutually agreed work.

Article (108):

An employer shall not terminate the contract of employment for disciplinary reasons without complying with the provisions of this Law, orders issued for its implementation, regulations of work and disciplinary regulation in the establishment.

Article (109):

An employer shall not terminate the contract of employment because of the worker's poor performance or decline thereof except upon giving him notice of the aspects of inefficiency or lack of efficiency and giving him a reasonable opportunity and a period of at least sixty days to achieve the required level of performance. If the worker fails to comply, the employer may terminate the contract of employment after giving notice to the worker according to the provision of Article (99) (a) of this Law and according to the applicable regulations.

Article (110):

An employer may terminate the contract of employment because of the total or partial closure of the establishment, scaling down its business or replacement of the production system by another that may affect the size of the workforce, provided that the contract's termination shall not take place except upon giving notice to the Ministry concerning the reason for termination 30 days before the date of giving the worker notice of termination; and in the case of a non-total closure of the establishment, it shall be taken into consideration not to terminate the Bahraini worker who has the same competence and experience of the foreign worker who works with him at the same establishment.³

In case of termination of the contract for any of the reasons provided for in the preceding paragraph, the worker shall be entitled to receive a bonus equivalent to one half of the compensation referred to in Article (111) of this Law.

Article (111):

- (a) If an employer terminates the contract of employment for an indefinite duration within the first 3 months from the commencement date thereof, the worker shall not be entitled to any compensation unless the termination is an unfair dismissal according to any of the provisions of Articles (104) and (105) of this Law. In this case, a worker shall be entitled to compensation equivalent to one month's wages.

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

³ As amended by Law No. (37) for 2015.

- (c) If an employer terminates the contract of employment of a definite duration without cause or with an unlawful cause, he shall compensate the worker at the equivalent of the wages for the remaining period of the contract unless the parties mutually agree at a lesser compensation, provided that the agreed compensation shall not be less than three months' wages or the remaining period of the contract, whichever is less.
- (d) If an employer terminates the contract of employment entered into for the performance of a specific work without cause, or with an unlawful cause, he shall compensate the worker by the equivalent of the wage for the remaining period required for completion of the agreed work according to the nature of such work unless the parties agree upon a lesser compensation, provided that the agreed compensation shall not be less than three months' wages or the remaining period thereof required for performance of the work, whichever is less.
- (e) In the cases provided for in Sub-paragraphs (a) and (b) of this Paragraph, if the contract termination is considered as unfair dismissal according to the provisions of either Articles (104) and (105) of this Law, the worker shall be entitled to an additional compensation equivalent to one half of the compensation due according to the provisions of this Article unless the contract provides for a higher compensation.
- (f) For the purposes of this Article, fractions of a month shall be deemed as a complete month.

Article (112):

Without prejudice to any obligations provided for in any other law, if a worker terminates the contract of employment, he shall not be obliged to indemnify the employer except in the following instances:

1. If the termination takes place at an inopportune time for the business conditions in a manner that makes it impossible for the employer to obtain a qualified replacement.
2. If the termination is intended to cause damage to the employer.
3. If the termination causes serious damage to the employer.

In all cases, an employer's entitlement to compensation shall be conditional upon the worker's termination of the contract of employment without complying with the notice period.

The competent court shall estimate the compensation payable to the employer according to the provisions of this Article at his request.

Article (113):

- (a) A contract of employment shall be terminated upon the worker's death. If a worker dies during the performance of the contract, the employer shall pay to the worker's family the equivalent of wages for two whole months, provided that the worker has spent at least one year in the employer's service.
- (b) A contract of employment shall not be terminated upon the employer's death unless the contract has been entered into due to considerations related to the person of the employer or professional business that ceases upon his death.

Article (114):

- (a) A contract of employment shall be terminated due to the worker's total disability to perform his job duties irrespective of the cause of disability.
- (b) A contract of employment shall not be terminated due to the worker's partial disability to perform his job duties unless it is established that there is no other suitable job with the employer that the worker can do satisfactorily. In case such job is available, the employer shall give notice to the worker and shall transfer him, upon his request, to such job without prejudice to the provisions of the Social Insurance Law.
- (c) The medical commission provided for in Article (89) of this Law shall establish the disability and determine the degree thereof by issuing a medical certificate.

Article (115):

An employer may terminate the contract without compensation if the worker reaches the age of sixty unless the parties agree otherwise.

Article (116):

A worker who is not subject to the provisions of the Social Insurance Law shall be entitled upon the termination of his employment to a leaving indemnity at the rate of half month's wage for each of the first three years of employment and one month's wage for each of the following years in service. A worker shall be entitled to receive his leaving indemnity for fractions of the year in proportion to the period spent at the employer's service.

Article (117):

An employer shall not terminate the contract of employment due to the worker's illness unless the worker exhausts the balance of his annual and sick leave entitlements.

The employer shall give notice of his desire to terminate the contract fifteen days before the date of the worker's exhaustion of his leave entitlements. If the worker recovers before

the expiry of such period, the employer shall be barred from terminating the contract due to the worker's illness.

Article (118):

Any contract of employment entered into by the employer with the same worker shall be deemed as one and the same contract if there is no time difference between the expiry of the old contract or commencement of the new contract or where such difference is less than 30 days. If the new contract contains better terms or conditions, they shall be deemed as an amendment to the previous contract of employment.

**Part Thirteen
Individual Labour Disputes**

Article (119):

An authority shall be set up at the Ministry to be called the "Individual Labour Disputes Settlement Authority" to undertake the amicable settlement of any individual dispute between the worker and the employer with the mutual consent of both parties and before having recourse to the courts.

An order of the Minister shall determine the said Authority's organisation, procedures, rules and methods of settlement of disputes. If a settlement of the dispute is reached, the Authority shall draw up a statement in this regard to be signed by both parties to the dispute or their representative and the concerned officer. Such statement shall have the force of an execution deed.

Article (120):

An office shall be established at the Ministry of Justice for the preparation of labour cases and making them ready for filing pleadings to be called the "Labour Case Administration Office". It shall consist of a president with the rank of High Civil Court judge to supervise the office's activities and a sufficient amount of members from the Lower Civil Court judges.

The office president and members shall be nominated by a resolution of the Supreme Council of the Judiciary. A sufficient number of staff members shall be employed in the said office.

The Minister of Justice shall issue a resolution governing the operations of the office and determining the procedures for preparation of labour cases and service of notices to the litigants.

Article (121):

A labour case shall be filed by a statement of claim to be submitted to the Labour Case Administration Office according to the procedures set forth in the Civil and Commercial Procedures Act.

The office shall deliver to the claimant evidence confirming registration of his case and shall be given notice of the date of the meeting fixed for hearing the case before the concerned Labour Case Administration judge.

Upon receipt of the statement of claim, the office shall provide the defendant with a copy thereof and state the date of the hearing before the concerned Labour Case Administration judge.

Article (122):

The Labour Case Administration judge shall give the parties to the case at the first meeting the fixed schedule of the dates of the hearings on which the parties shall appear before him and shall confirm the same in the statement which shall be deemed as notice of such dates to the litigants.

If one of the dates of the meeting falls on a public holiday or if the sequence of meetings is interrupted for any reason, the parties to the case shall attend on the date of the following meeting indicated in the schedule of dates without the need to serve of new notices.

The Labour Case Administration judge may amend the timelines provided for in the first paragraph of this Article with respect to appearance of both parties to the case without exceeding the time limit for hearing the case according to the provision of Article (123) of this Law.

Article (123):

The period of hearing the case before the Labour Case Administration judge shall not exceed two months from the date of filing the statement of claim.

Subject to a resolution of the Labour Case Administration Office President, such period shall be extended for an additional period of two more months at the request of the Case Administration judge.

Article (124):

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

The defendant or his representative shall submit a reply to the claimant's claims supported by the necessary evidence and documents and shall explain the facts which he wishes to prove by witness testimony and the names and addresses of such witnesses. The claimant shall have the right to comment on the defendant's defence during the dates to be fixed by the Labour Case Administration judge.

Article (125):

Labour cases being heard before the Labour Case Administration judge shall be subject to the provisions of striking off cases and considering them as null and void as provided for in the Civil and Commercial Procedures Act.

Article (126):

If either party fails to appear at any meeting before the Labour Case Administration judge upon having served the summons for his appearance, the Labour Case Administration judge may hear the case in the presence of the party that has appeared.

If either party has been served with the schedule of dates, the Labour Case Administration judge may continue to hear the case without his presence and without the need for the service of a new summons.

If it is established that neither party has been served with the summons whether in respect of the first meeting for hearing the case or the schedule of dates, he shall be served with the summons in this respect.

Article (127):

The Labour Case Administration judge shall not, except on the dates fixed for hearing the case, hear any clarifications from either party to the case except in the presence of the other party. He shall not admit any documents or memoranda from either of them without proving the other party's access and knowledge thereof.

Article (128):

Government and non-government authorities shall supply the Labour Case Administration judge with the required records, data, information and documents for the settlement of the case during the meetings fixed by him.

Article (129):

The Labour Case Administration judge shall review the litigants' defence pleadings and shall examine evidence provided by them. He shall seek the assistance of the Office staff to help with respect to accounting matters related to the case. He shall cross-examine the litigants, hear witnesses and call at places for on-the-spot inspection. He shall instruct litigants to submit supplementary memoranda and documents and shall take such measures required in preparation for the case.

Article (130):

Prior to the last meeting for the case to be heard, the Labour Case Administration judge shall prepare a report containing the facts of the case, arguments of the parties, their defence pleadings, the evidence relied upon by them and his opinion in respect of the case.

The Labour Case Administration judge shall propose to the parties an amicable settlement of the dispute based upon the conclusion of his report. Should they agree to the proposal, he shall confirm their agreement in a statement to be incorporated in the minutes of the meeting. The said minutes, once they are signed by the parties to the case or their representatives and by the Labour Case Administration judge, shall have the force of an execution deed.

Furthermore, the parties to the case may at any time in the course of hearing before the Labour Case Administration judge request to confirm the settlement reached between them in the minutes of the meeting. The said minutes, once they are signed by the parties to the case or their representatives and by the Labour Case Administration judge, shall have the force of an execution deed.

Article (131):

If the time limit for hearing the case before the Labour Case Administration judge provided for in Article (123) of this Law lapses without amicably resolving the dispute, he shall refer the case in its current condition to the High Civil Court accompanied by the report provided for in Article (130) of this Law. If the parties to the case are present at the meeting, he shall confirm their notification of the date fixed for hearing the case before the court, otherwise notice shall be served upon the absent party in respect of the fixed date.

Article (132):

Neither party to the labour case shall submit to the High Civil Court any new claims nor submit any plea or defence that has not been submitted in the course of hearing the case before the Labour Case Administration judge unless the plea relates to public order.

No new evidence shall be produced to the said Court except in the cases where it is established that failure to produce such evidence to the Labour Case Administration judge has been for reasons beyond the control of the party that invokes it, provided that the new evidence shall appear valid, serious and material to the case.

Article (133):

The High Civil Court shall hear the labour case on an urgent basis and shall deliver its judgement in the case within 30 days from the date of the first hearing held.

Article (134):

Judgements delivered by the High Civil Court in respect of labour cases shall be final. They may be contested by cassation according to the procedures and time limits provided for in the Court of Cassation Law.

Article (135):

A worker's claim in respect of compensation for termination of the contract of employment shall not be heard if filed after more than 30 days from the date of the contract's termination.

The continuance of such time limit shall be interrupted upon referring the dispute, with the agreement of both parties, to the Individual Labour Disputes Settlement Authority, during the time limit referred to in the preceding paragraph. In such instance, the case shall be referred within 3 months from the date of completion of the procedures before the aforesaid Authority.

Article (136):

Labour claims arising out of a contract of employment shall not be actionable after the lapse of one year from the date of the expiry of the contract of employment.

Such prescription shall not be applicable to actions related to breach of the inviolability of trade or industrial secrets or the implementation of the provisions of the contract of employment aimed at maintaining the confidentiality of such secrets.

**Part Fourteen
Collective Labour Relations**

**Chapter One
Collective Bargaining**

Article (137):

Collective bargaining are dialogues and discussions that occur between one organisation or more of trade union organisations and between an employer or group of employers or one organisation or more of such organisations for the following purposes:

1. Improvement of the working terms and conditions and the employment provisions.
2. Seeking to achieve social and economic development for the establishment's workers.
3. Settlement of collective labour disputes that arise between workers and employers.
4. Regulating the relationship between workers and their organisations and employers and their organisations.

Article (138):

Collective bargaining shall occur on the establishment's level, on the business, industrial or professional level or on the national level.

If bargaining occurs on the establishment's level, bargaining shall be between the employer or his representative and the trade union organisation that represents the workers.

If bargaining occurs on the business, industrial or professional level, bargaining shall be between the concerned organisation that represents employers and the relevant organisation that represents the workers.

If bargaining occurs on the national level, it shall be between the Bahrain Chamber of Commerce and Industry (BCCI) and the Trade Union in question as determined by the Minister.

Representatives of each side shall be deemed legally authorised to engage in bargaining and to conclude the agreement reached between them.

Article (139):

Each party to collective bargaining shall submit the data and information requested by the other party where such data and information are fundamental to the issues subject to negotiation.

Article (140):

In the course of collective bargaining, an employer shall not adopt any decisions or actions related to the matters subject to bargaining except in the case of exigency and urgency, provided that such measures or resolutions are of a temporary nature.

Article (141):

If collective bargaining succeeds, a collective contract of employment shall be concluded on the basis of the agreement reached according to the provisions of Chapter Two of this Part.

However, if no agreement is reached, either party may request the Ministry to refer the matter to the Collective Disputes Settlement Board or the Arbitration Board, as the case may be, according to the provisions of Article (158) of this Law.

**Chapter Two
Collective Contract of Employment**

Article (142):

A collective contract of employment means an agreement regulating the terms, conditions and provisions of employment so as to ensure better conditions, circumstances or benefits for the workers. It shall be concluded between the parties to collective bargaining provided for in Article (138) of this Law.

A collective contract of employment shall be drawn up in Arabic and signed by representatives of the parties to the collective bargaining, otherwise it shall be null and void.

Article (143):

- (a) Subject to the provision of Paragraph (b) of this Article, the Ministry shall review the collective contract of employment and register it in the Register to be maintained for this purpose; and its summary shall be published in the Official Gazette within 30 days from the date of its submission thereto.
- (b) The Ministry shall be empowered to contest a collective contract of employment and to refuse its registration and publication, provided that notice shall be given to the parties concerning the reasons for rejection within thirty days from the date of the contract's submission thereto. If such period expires without registering the contract or contesting it, it shall be considered as an approval of this contract by the Ministry which shall register and publish its summary in the Official Gazette within a period not exceeding fifteen days from the expiry of the period provided for in the previous paragraph.
- (c) Parties to a collective contract of employment may file an appeal with the court having jurisdiction in respect of the decision to reject the registration and publication of the contract within thirty days from the date of giving them notice of such decision.
- (d) A collective contract of employment shall not be effective and binding upon its parties until the publication of its summary in the Official Gazette.

Article (144):

Trade union organisations, employers and their organisations who are not parties to a collective contract of employment may join it following the publication of its summary in the Official Gazette pursuant to an agreement between the parties wishing to join it without the need for the original parties to the contract to approve it.

Joining the contract shall occur upon an application filed by the two parties to be submitted to the Ministry.

Article (145):

The Ministry shall make an entry in the Register referred to in Article (143) (a) of this Law in respect of everything that occurs to the collective contract of employment such as renewal, joining, amendment and publishing a summary of the entry in the Official Gazette within 7 days from the date it was submitted.

Article (146):

Parties to a collective contract of employment shall implement its provisions in a manner consistent with the requirements of good faith and shall refrain from any act or omission that is likely to obstruct the implementation of its provisions.

Article (147):

Every condition set forth in a collective contract of employment which is contrary to the provisions of this Law shall be null and void unless such conditions and more beneficial to the workers.

Article (148):

Every condition set forth in a collective contract of employment which undermines security or causes damages to the country's economic interest or which violates the provisions of the applicable laws or regulations, public order or morals shall be null and void.

Article (149):

Conclusion of a collective contract of employment shall be for a definite period or for the necessary period for the completion of a particular project, provided that the period shall not in either case exceed three years.

If such period expires, the contract shall be deemed automatically renewed for a period of one year unless the parties mutually agree on a shorter period.

A collective contract of employment shall be terminated upon the expiry of its original or renewed term.

Article (150):

If the implementation by either party of a collective contract of employment or any of its provisions becomes cumbersome because of exceptional and unexpected circumstances that arose during the duration of the contract, the parties shall have recourse to collective bargaining to discuss such circumstances to reach agreement for achieving balance between their interests. If no agreement is reached, either party shall have the right to request the Ministry to refer the matter to the Collective Disputes Settlement Board or to the Arbitration Board, as the case may be, according to the provisions of Article (158) of this Law.

Article (151):

The provisions of a collective contract of employment concluded by a trade union organisation shall be applicable to all the workers of the establishment even though some of them may not be members thereof, provided that the number of this organisation's members shall not be less than one half the number of workers in the establishment on the date of entering into the contract.

Article (152):

Either party to a collective contract of employment may file in the interest of any of its members or at his request all the cases arising from breach of any of the provisions of this contract without the need for a power of attorney from the member for this purpose. A member in whose interest a case has been filed may intervene therein.

Article (153):

Disputes which arise from a collective employment contract shall, with respect to the procedures and methods of settling and resolving them, be subject to the rules to be mutually agreed upon between the parties otherwise such disputes shall be subject to the provisions of Chapter Three of this Part.

Article (154):

The Ministry shall set up an administrative unit to be concerned with bargaining affairs, collective contracts of employment and monitoring the performance of such contracts.

The Minister shall, upon seeking the opinion of Bahrain Chamber of Commerce & Industry and the Trade Union in question as determined by the Minister, issue an order determining the rules and procedures to be followed with respect to each level of collective bargaining.

Article (155):

The Minister shall issue an order approving a collective contract of employment model form to serve as a guide to parties to collective bargaining.

**Chapter Three
Collective Labour Disputes**

Article (156):

The provisions of this Chapter shall apply to each dispute related to the terms and conditions of employment or provisions of employment that arises between one or more employers and all their workers or a group of them.

Article (157):

If a dispute arises according to the provision of the previous Article, the parties to the dispute shall seek to resolve it amicably through collective negotiation.

Article (158):

- (a) If parties to the dispute fail to reach a settlement of the existing dispute in whole or in part within 60 days from the date of request by either party for settlement of the dispute through collective negotiation, either party may request the Ministry to refer the dispute to the Collective Dispute Settlement Board whose formation and deliberations shall be determined by an order of the Minister.
- (b) If the dispute is not settled within sixty days from the date of its reference to the Collective Dispute Settlement Board, either party to the dispute may make a request the to Ministry to refer the dispute to the Arbitration Tribunal provided for in Article (160) of this Law.

Article (159):

If an application for reference of the dispute to the Arbitration Tribunalis filed by the employer, it shall be signed by him or by his representative.

If such application is filed by the workers, it shall be filed by the president of the concerned trade union organization with the consent of its board of directors. If they do not belong to a trade union organization, the application shall be filed by the majority of the establishment's workers or majority of the department's workers in the establishment who are concerned with the dispute, as the case may be.

The Ministry shall deliver to the applicant a receipt confirming his application, provided that the dispute file shall be referred to the concerned Arbitration Tribunal within three days from the date of receiving such application.

Article (160):

The Arbitration Board shall be formed upon the order of the Minister concerned with justice affairs in every three years as follows:

1. Three judges of the High Civil Court of Appeal to be seconded by the Supreme Council of the Judiciary and the Arbitration Board shall be chaired by the most senior judge.
2. An arbitrator to represent the employers' organization to be nominated by Bahrain Chamber of Commerce & Industry.
3. An arbitrator to act represent the trade union organization to be nominated by Trade Union in question as determined by the Minister.
4. An arbitrator to represent the Ministry to be nominated by the Minister.

The aforesaid entities referred to in Sub-paragraphs (2), (3) and (4) shall nominate an alternate arbitrator to replace the original arbitrator in the event of his absence or in case he raises an issue against the representation.

The Minister concerned with justice affairs shall issue an order determining the hearing attendance allowance for members of the Board from the employers' organization and the trade union organization.

Article (161):

Before assuming his duties, each arbitrator shall take the following oath:

"I swear by God The Almighty to observe the Constitution and laws of the State and to carry out my duty honestly and sincerely."

Article (162):

The Arbitration Tribunal President shall fix a hearing to review the dispute which shall be held within fifteen days from the date of receiving the dispute file and notice thereof shall be given to the members of the Tribunal and parties to the dispute at least three working days before the date of the hearing.

Article (163):

The Arbitration Tribunal shall settle the dispute referred thereto within a period not exceeding thirty days from the date of the first hearing of its review.

The Tribunal shall be empowered to cross-examine the litigants, hear the witnesses, call at business premises for inspection, nominate experts, review documents and books of accounts related to the dispute and take all the necessary measures for the settlement thereof.

The Tribunal shall have the power to inflict the prescribed penalties under the applicable laws upon the witness' failure to appear without an acceptable excuse, his refusal to take the oath or to answer any questions subject to the provisions of the Law of Evidence in Civil and Commercial Matters.

Article (164):

The Arbitration Tribunal shall apply the applicable laws and ministerial orders. If there is no statutory provision that can be applied, the Arbitration Board shall settle the dispute according to custom, failing that it shall settle it according to Islamic Sharia'a, otherwise it shall rule according to the principles of the natural law and rules of equity in the light of the economic and social conditions in the country.

A ruling shall be determined by the majority votes of the Tribunal members. In case of equality of votes, the President shall have a casting vote and shall be deemed as a verdict passed by the High Civil Court of Appeal after displaying the execution format thereon it by the Clerks Department of this Court.

The Arbitration Tribunal shall give notice to both parties to the dispute with a copy of its verdict by a registered letter within three days from the date of delivering it.

Upon giving notice to the parties in the manner indicated in the preceding paragraph, the Arbitration Tribunal shall forward the dispute file to the Ministry for safekeeping. The concerned parties shall be entitled to obtain a copy of such judgment.

Each of the parties to the dispute may contest the Arbitration Tribunal verdict by way of cassation according to the procedures and time limits provided for in the Cassation Court Law.

Article (165):

Judgments delivered by the Arbitration Tribunal shall be governed by the rules related to the correction of judgments and interpretation thereof as provided for in the applicable laws. Challenging Arbitration Tribunal members, who are not judges, and their stepping down shall be subject to the provisions concerning the challenging of judges and their stepping down as provided for in the aforesaid laws.

**Chapter Fifteen
Occupational Safety and Health & Work Environment**

Article (166):

An employer shall provide occupational safety and health facilities at the workplaces in a manner ensuring protection from work hazards, especially the following hazards:

1. Mechanical hazards that arise as a result of collision or contact between a worker's body and a solid object such as the hazards of building, construction, excavation, landslides, falls and hazards arising from equipment, machinery, transport facilities and handling equipment.
2. Hazards arising from dealing with solid, liquid or gaseous chemicals or arising from the leaking of such materials to the work environment.
3. Natural hazards affecting the worker's safety and health as a result of a natural harm or damage such as heat, humidity, cold weather, noise, harmful or dangerous radiation, vibrations, increase or decrease of the atmospheric pressure in which work takes place.
4. Hazards arising from the lack of the security, rescue or first aid facilities, hygiene or similar hazards or nutrition in the instances where an employer has a legal obligation to provide it.
5. Fire hazards and the hazards arising from electricity or lighting.

An employer shall post in a prominent place of the work premises the necessary guidance, directions, posters and other visual aid material related to the work hazards and means of protection against them.

The Minister shall, upon seeking the opinion of the concerned authorities, issue an order determining the necessary conditions and precautions for protection against work hazards.

Article (167):

Establishments designated by an order of the Minister in co-ordination with the Minister in charge of industrial affairs shall conduct an evaluation and analysis of the expected industrial and natural hazards and disasters and shall prepare a contingency plan for protection of such establishments and their workers upon the occurrence of any disaster, provided that the effectiveness of such plan shall be tested to ascertain its efficiency and training the workers on how to handle such an event .

The aforesaid establishments shall inform the Ministry about their contingency plan and any alterations that may occur thereto.

Article (168):

An employer or his representative shall inform the worker of the hazards of work and means of protection to be complied with and shall provide him with personal protection equipment and facilities and shall train him on how to use them.

Article (169):

An employer shall not make a worker incur any costs nor shall he deduct from his wages any amounts in consideration of providing him with the necessary protection facilities against the work hazards.

Article (170):

A worker shall use the occupational safety and health equipment and shall ensure their safekeeping in his possession. He shall look after the equipment in his possession. He shall carry out the instructions ensuring the protection of his health against work hazards. He shall not do anything that is likely to put such facilities out of order, damage them or misuse them.

Article (171):

Subject to the provisions of the Social Insurance Law, an employer shall do the following:

1. Conduct a preliminary medical check-up upon the worker before his employment to confirm his safety and health, physical, mental and psychological fitness according to the nature of the work to be assigned to him.
2. Conduct a regular medical check-up for workers who are susceptible to suffer occupational disease to ascertain the continuation of their medical fitness and discovering whatever diseases that they may suffer from in their early stages according to the rules to be determined by an order of the Minister of Health in agreement with the Minister.
3. He/It shall provide his workers with first aid facilities and means of emergency treatment conditions according to the rules to be determined by an order of the Minister of Health in agreement with the Minister.
4. Maintain a medical file for each worker showing, in particular, any development that may occur to his health condition, procedures for his treatment, types of ordinary and occupational diseases, employment injuries, degrees of disability, if any, and periods of the worker's absence because of illness .

Article (172):

An employer shall provide basic health care for his workers, regardless of their number, according to the regulations to be determined by an order of the Minister of Health in agreement with the Minister.

Article (173):

Without prejudice to the provisions of Part Sixteen of this Law, the Ministry shall do the following:

1. Establishment of an authority to be called “Occupational Safety & Health Inspection Authority” which shall consist of a sufficient number of academically qualified and experienced persons to undertake regular inspection of establishments to satisfy themselves of the enforcement of the provisions of this Part. Formation of this Authority and organizing its deliberations shall be determined by an order of the Minister.
2. Providing the Occupational Safety & Health Authority with everything that would enable it to carry out its duties including the measuring appliances and equipment.
3. Organising general and specialized training courses and programmes to enhance the efficiency of the inspection authority’s members, standard of their performance and providing them with the necessary technical expertise to ensure the best standards of occupational health and safety.

Article (174):

(a) The Occupational Safety & Health Inspection Authority shall carry out the following duties:

1. Conducting the necessary medical and laboratory tests upon workers in establishments to ascertain the suitability of employment conditions and their effect upon the workers’ health and preventative standards.
2. Taking samples from materials used or utilized in industrial processes that may have a harmful effect on the workers’ safety and health or the work environment with the aim of analyzing them to confirm the extent of the hazards arising from their use, provided that notice in this regard shall be given to the establishment.
3. Using the necessary appliances and equipment for analyzing the causes of occupational accidents.
4. Reviewing the results of technical and administrative reports received by the establishment about serious accidents and the reasons thereof.
5. Reviewing the emergency plan and analyzing the establishment’s own hazards.
6. Any other duties assigned to the Authority by an order of the Minister.

- (b) The Minister in charge of the Commerce Registry may, upon the reports of the Occupational Safety & Health Inspection Authority, order the total or partial closure of an establishment's administration or discontinue a certain task, machine or more machines from operation in case there is a serious hazard threatening the establishment or the safety of workers or their health or in case of the establishment's failure to prepare an emergency plan according to Article (167) of this Law until the said hazard is eliminated or until such plan has been prepared. The Ministry may remove the causes of the hazard by administrative means at the expense of the establishment.

- (c) The Occupational Safety & Health Inspection Authority shall prepare an annual report about its activities which shall include, in particular a list of the establishments subject to inspection, the number of their workers, the inspection visits conducted by the inspectors, violations, penalties that took place and the employment injuries and discovered occupational diseases.

The Ministry shall publish this report by any suitable means allowing access thereto by everyone within three months from the end of the year.

Article (175):

An Occupational Safety & Health Council shall draw up and monitor the implementation of the general policy with respect of occupational safety and health and security of the work environment.

Such Council shall be formed under the chairmanship of the Minister and with the membership of a number of members representing the concerned administrative authorities, Bahrain Chamber of Commerce & Industry, Trade Union in question as determined by the Minister and experienced persons in the area of occupational safety and health and the work environment.

A prime ministerial edict shall be issued concerning the formation of this Council and its deliberations.

The Council may by a resolution form occupational safety and health sub-committees in the designated economic and industrial sectors, provided that each committee shall include in its membership representatives of the concerned authorities. The Council shall determine the powers of such sub-committees and the rules governing their activities.

Article (176):

An establishment that employs fifty workers or more shall provide the necessary social and cultural services to its workers in agreement with the trade union organization, if any, or with the workers' representatives. The concerned Minister shall issue an order in agreement with Trade Union in question as determined by the Minister for determination of such services and the extent to be made available thereof.

Part Sixteen
Labour Inspection and Judicial Powers

Article (177):

Officers who are delegated by the Minister to undertake inspection duties and ensure the enforcement of the provisions of this Law and orders issued for its implementation shall have access to the work sites, examine the records related to workers and to seek the necessary information, data and documents to undertake inspection duties.

Article (178):

An employer shall provide the officers provided for in Article (177) of this Law with the required records, data, information and documents to undertake the necessary inspection duties during a reasonable period to be fixed by them.

Article (179):

An employer or his representative shall respond to the request for appearance by the officers in charge of monitoring the implementation of the provisions of this Law and order issued for implementing it at the times to be fixed by them.

Article (180):

The administrative authorities shall provide effective assistance to the officers in charge of monitoring the implementation of the provisions of this Law and the orders issued for implementing it upon their request.

Article (181):

The Minister shall issue an order regulating the inspection activities involving the establishments subject to the provisions of this Law and shall lay down the rules of inspection at night time and at non-official working hours.

Article (182):

The Ministry's officers who are authorized by the Minister in charge of justice affairs in agreement with the Minister shall have judicial powers in respect of the offences committed within their areas of jurisdiction and related to their job duties. Statements of such offences shall be referred to the Public Prosecution by an order to be issued by the Minister or whoever is delegated by him for this purpose.

Part Seventeen Penalties

Article (183):

Without prejudice to a more severe penalty provided for in any other Law, a person shall be liable for the penalties prescribed in the following Articles for the offenses referred to therein.

Article (184)

An employer or whoever acts on his behalf who violates any of the provisions of Part Two of this Law shall be liable for a fine of no less than Bahrain Dinars two hundred and not exceeding Bahrain Dinars five hundred.

Article (185)

An employer or whoever acts on his behalf who violates any of the provisions of Articles (19) and (20) of this Law shall be liable for a fine of no less than Bahrain Dinars two hundred and not exceeding Bahrain Dinars five hundred.

Article (186)

An employer or whoever acts on his behalf who violates any of the provisions of Part Four of this Law or the Orders issued for its implementation shall be liable for a fine of no less than Bahrain Dinars two hundred and not exceeding Bahrain Dinars five hundred.

Article (187)

An employer or whoever acts on his behalf who violates any of the provisions of Part Five of this Law or the Orders issued for its implementation shall be liable for a fine of no less than Bahrain Dinars two hundred and not exceeding Bahrain Dinars five hundred.

Article (188)

An employer or whoever acts on his behalf who violates any of the provisions of Part Six of this Law or the Orders issued for its implementation shall be liable for a fine of no less than Bahrain Dinars two hundred and not exceeding Bahrain Dinars five hundred.

Article (189)

An employer or whoever acts on his behalf who violates any of the provisions of Parts Nine, Ten and Eleven of this Law or the Orders issued for its implementation shall be liable for a fine of no less than Bahrain Dinars fifty and not exceeding Bahrain Dinars two hundred.

Article (190)

An employer or whoever acts on his behalf who violates any of the provisions of Articles (139) and (140) of this Law shall be liable for a fine of no less than Bahrain Dinars two hundred and not exceeding Bahrain Dinars five hundred.

Article (191)

An employer or whoever acts on his behalf who totally or partially ceases the business activities of his establishment without notifying the Ministry in this respect shall be liable for a fine of no less than Bahrain Dinars five hundred and not exceeding Bahrain Dinars one thousand.

Article (192)

Any person who violates any of the provisions of Part Fifteen and Orders issued for its implementation shall be liable for a prison sentence for a period not exceeding three months and a fine of no less than Bahrain Dinars five hundred and not exceeding Bahrain Dinars one thousand or by either penalty.

Article (193)

An employer or whoever acts on his behalf who violates any of the provisions of Articles (178) and (179) of this Law shall be liable for a fine of no less than Bahrain Dinars fifty and not exceeding Bahrain Dinars one hundred.

Article (194)

The penalty provided for in this Chapter shall be multiplied according to the number of workers who were subject to the crime and the penalty shall be doubled in case of recurrence.

Article (195)

It shall not be permitted to order stay of execution of monetary penalties provided for in this Part and shall not be permitted to fall below the minimum legally prescribed penalty limit for any mitigating excuses or circumstances.

Article (196)

The amounts of penalties imposed pursuant to the provisions of this Law shall be paid to the Ministry to be spent according to terms and conditions of an Order to be issued by the Minister for this purpose.

Article (197)

A corporate person shall be held criminally liable if it commits any of the crimes provided for in this Law in its name, for its account or benefit as a result of an act, serious negligence, approval or cover up by board member, manager or any other supervisor – within the corporate entity, or whoever acts in this capacity.

A corporate entity shall, in accordance with the provisions of this Law, be penalized by doubling the fine in both the minimum and maximum limits prescribed for such crime.

This shall not prejudice the criminal liability of natural persons according to the provisions of the Law.