



KINGDOM OF SAUDI ARABIA
Ministry of Higher Education
University of Tabuk
Vice Presidency for Academic Affairs

Faculty Members Guide

Contractees

By

The Vice Presidency for Academic Affairs

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Message from the Vice President for Academic affairs

"In the Name of Allah, the Most Gracious, the Most Merciful

All praise is due to Allah. May His salutations and peace be upon the final Prophet and Messenger.

I take this opportunity to welcome the faculty members who have honored us by joining our university team here at the University of Tabuk. Their presence will render true value to the development and enhancement of the quality of our learning outcomes.

Furthermore, the University of Tabuk aims to provide excellent academic services to all target sectors of the community. This cannot be achieved except through attracting top-notch faculty members who strive collectively to enhance knowledge, develop the community, as well as provide academic qualifications that ultimately meet the needs of the labor market.

Finally, I beseech the almighty to grant success to all faculty members in carrying out their duties and bless their efforts.

And Allah is the source of all success.

Vice Rector for Academic Affairs

Salih Abdullah Al Muzil



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Introduction:

The University of Tabuk is recognized as one of the leading official governmental universities in the field of tertiary education and the espousing of knowledge. It also plays a crucial role in developing human resources through education in order to realize the goal of developing the local community, which is in line with other universities in both the public and the private sectors.

The administration of the university seeks to attract top-notch faculty members, who possess academic, practical and administrative experience in their respective academic specializations, thus fulfilling the needs of colleges and university campuses in its governorate.

The University also plans to attract human resources from both Saudi Scholarship Programs and friendly countries.

Based on the above, the University of Tabuk has prepared this guidebook to inform faculty members about existing legal matters, rules and procedures related to them.

This faculty guide consists of four chapters:

Chapter 1:

With regards to the employment of non-Saudis by universities in Saudi Arabia the following Royal Decree was issued:

The Kingdom of Saudi Arabia Higher Education Council General Secretariat Regulations for Non-Saudi Recruitment in Universities Issued by the Higher



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Education Council, Resolution No. (3/4/1417 H) in its (Fourth) session held on 7/2/1417 H. and endorsed by the Royal Directive of the Custodian of the Two Holy Mosques, Prime Minister, and President of the Higher Education Council, in the telegram No. (7/b/16785) dated 4/11/1417 H.

I – Definitions

The expressions used in this Charter will have the meanings set out below:

Article 1

1. The Contractee: Expatriates who are contracted to the university in accordance with this charter.
2. The Domicile : The country of the nationality of the contractee or the country, which the contractee had resided in consecutively for more than two years at the time of entering into the contract with the university.
3. Year: Twelve Hijri (lunar) months, unless otherwise specified.
4. Month: A period of 30 days unless otherwise specified.
5. Personal Contract: A contract for an employee directly employed by the university and not on assignment from his university or any other entity.



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Article 2

The rules and regulations of this Charter apply to the employment of the following categories:

1. Faculty members, lecturers, language teachers and teaching assistants
2. All employees bound by the rules and regulations applicable to faculty members, including:
 - Researchers
 - Research assistants
 - Technical staff with a university degree who are employed in the position of a researcher or research assistant
 - technical staff at grade 6 or above and who are directly involved in teaching. In certain exceptional cases, the university can at its discretion, waive these conditions.
3. Physicians and others working in health care
4. Engineers
5. Those who work in specialized fields
6. Administrative staff and secretaries



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7. Technical assistants and anybody employed as a skilled worker or artisans

8. Teachers in schools or institutes, which are below university level

Article 3

The phrasing of the contract shall be in accordance with the format appended to these statutes – Appendix. The university can at its discretion, include additional articles to the contract of an expatriate employee, as long as such additions are in the interest of the University and are in line with the charter.

Article 4

The conditions for employment are as follows:

1. The existence of an endorsed vacancy that is within the university's budget or alternatively, funds should be made available specifically to employ those whose salary is non-incremental.
2. There is no qualified Saudi national available to fill the position.



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3. A description of the duties and responsibilities for the position should be stipulated.

The minimum required qualifications for this position should also be stated.

Article 5

It is conditional that the contractee shall be:

1. Twenty years of age and not above the age of sixty (Gregorian years).
The University Council can at its discretion, extend the maximum age to:
 - ten (10) years for Professors and Associate Professors.
 - five (5) years for Assistant Professors, provided that the extension has been requested and approved by the Departmental and College Boards.
 - Three (3) years for employees in other positions based on a request by the employee's department
2. Physically fit to carry out his or her duties: The physical fitness of an employee should be ascertained by a recent medical certificate, issued by a medical authority, recognized by the university.
3. Of good repute and character.
4. A holder of the required qualifications for the position.
5. Not under contract with another employer in the Kingdom.
6. Available for full- time employment with the university.



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Article 6

The period of the contract can be valid for less than a year, one year or more than one year. It may be renewed for the same period or a period specified by the university.

Article 7

The contract shall take effect from the day the contractee leaves his domicile to travel to the Kingdom by the shortest possible route. The period between leaving his domicile and reaching the Kingdom should not exceed three days. The contractee shall enter the Kingdom prior to the agreed starting date of the contract. If the contractee is a resident of the country where the vacancy is located, and the contract has been signed, the contract shall take effect from the day the contractee reports for duty as agreed upon by the university.

Article 8

1. Salaries shall be determined according to the tables in this Charter, subject to the position stipulated in the tables. All related rules and regulations affiliated to each table should be adhered to. The university can offer the contractee a lower salary than what is specified in the table, if both parties agree.
2. When an employee is promoted by the university, his salary increment will follow the salary scale for the promoted position. If the employee's salary, prior to promotion, is equal to or higher than the salary of the promoted position, the employee is entitled to receive the



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incremental salary of the promoted position. For an employee who is promoted by another institution, the above conditions will apply, with the exception that the new salary will take effect upon renewal of the contract.

3. Staff under contract, excluding teaching staff, lecturers and teaching assistants, may be promoted to a higher position within the same category, on conditions that the employee fulfills the required conditions.

4. When the contractee reaches the end of the salary scale of his grade, the University Council can at its discretion grant the employee an exceptional increment every two years.

Article 9

1. The University can increase the salary stipulated in Appendix I by up to 50% of the entitled salary for contractees from Europe, USA or any other developed country determined by the University Council.

2. The University can increase the salary stipulated in Appendix I by up to 100% of the entitled salary for faculty members and physicians of rare specializations, academic eminence, internationally recognized skills or expertise, or pre-eminent qualifications acquired at a renowned university. The President of the university can in agreement with the National Employment Office, apply this provision to other categories of employment.

3. The University Council upon the approval of the Academic Council can enter into contract with employees of exceptional experience or of



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renowned academic eminence as a faculty member and waive all scientific rules and regulations stipulated in this Charter

Article 10

1. A contractee, who is employed at the university as a faculty member, language teacher, lecturer or teaching assistant and had worked at another university after obtaining his degree or academic title, will be given annual increments according to the salary scales.

2. Consideration can be given for experience, other than university teaching, as long as this experience has been acquired in the same field of specialization and has been acquired after obtaining the degree for which he has been employed. If the experience is not within a university, every two years of experience will be equivalent to a one-year increment.

3. For contractees who are NOT employed as a faculty member, language teacher, lecturer or demonstrator, experience gained in a program in the employee's own specialty should be counted according to the duration of that program. Periods of simultaneous service and training will not be calculated twice. This experience or qualification acquired must be from a party recognized by the university.

Article 11

The maximum number of years of experience that can be counted for all contractees mentioned in Article 2 is five (5) years. However, in exceptional circumstances, the University Council can at its discretion, increase the maximum limit of five (5) years to fifteen (15) years.



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Article 12

1. Faculty members, lecturers, teaching assistants, and language teachers shall have a forty-hour workweek, engaged in teaching, research, academic counseling, administrative, and other academic duties assigned by the university.
2. All other contractees will have a forty-eight-hour workweek engaged in teaching, research, training and other duties assigned by the university. The working week of contractees who work in hospitals will be limited to fifty-five hours per week. The university can at its discretion, determine the beginning and end of the working day, or spread the working hours throughout the day according to the requirements of the university.
3. Contractees will be paid overtime for hours worked in excess of their normal working hours in accordance with the overtime rate for Saudi nationals.

Article 13

A contractee can be granted an annual increment not exceeding 50% of his salary as long as it does not exceed what is stipulated in the table in Appendix . A contractee is regarded as eligible for an annual increment after the completion of at least ten and a half months since the start of the contract.



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Article 14

The salary of the contractee may not be withheld except upon instructions from an official authority. The President of the university may without recourse to further measures, authorize the deduction of amounts due to the State from the contractee's salary. Apart from living expenses, the funds withheld monthly should not exceed one third of the salary. In the case of competing claims, funds for living expenses will be allocated before the deduction of any sums due to the state.

Article 15

1. Members of the teaching staff, lecturers, demonstrators, and language teacher will have a forty-hour workweek, which will consist of teaching, doing research, academic counseling, administrative, and other academic duties assigned by the university.
2. All other contractees will have a forty-eight-hour workweek , consisting of teaching, doing research, training and other duties assigned by the university. The workweek of contractees who work in hospitals will be limited to fifty-five hours per week. The university can at its discretion determine the beginning and end of the working day, or spread the working hours throughout the day according to the requirements of the work.



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3. Contractees will be paid overtime for hours worked in excess of their normal working hours, which is equivalent to the overtime rate that Saudi nationals are paid.

Article 16: Allowances and Remuneration

1. The University Council can at its discretion increase the salary of an employee by a maximum of 30% of the basic salary scale, if the employee is specialized in a rare field. The University Council will determine whether a specialization falls in this category and the percentage of increase for each specialization. However, this allowance cannot be given simultaneously to what is granted in article 9, Items 1 and 2.

2. The University Council can at its discretion increase the salary of an employee by a maximum of 80% of the basic salary for faculty members, lecturers, teaching assistants, and assistant researchers, who are physicians or dentists, as compensation for the extra hours worked. This increase cannot be simultaneously given in addition to what is provided for hospital work.

3. The University Council can at its discretion increase the salary of by a maximum of 50% of the basic salary for faculty members, lecturers, teaching assistants, and assistant researchers, who are pharmacists or specialized in applied medical sciences, as compensation for extra hours



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worked. This increase cannot be simultaneously given in addition to what is provided for hospital work.

Article 17

The university shall provide the contractee and his dependants with return airline tickets if the dependants come for the purpose of residence. These airline tickets will number four, including the contractee's ticket. The dependants are eligible for the tickets whether they accompany the contractee or travel separately. Tickets are provided as follows:

1. From the domicile to the Kingdom at the start of the contract unless the contractee is already resident in the Kingdom at the time of contracting.
2. Return tickets from the Kingdom to the domicile annually when the contractee has annual leave. For contractees who have been contracted locally but reside abroad, return tickets will be given after the first two-year period of employment.
3. From the Kingdom to the domicile at the end of the contract. This provision does not apply to contractees residing in the Kingdom who have served less than two years or those who have been transferred to another sponsor within the Kingdom according to the rules and regulations.



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Article 18

The dependants of the contractee include:

1. The wife or husband, or guardian of the female contractee
2. Those supported by the contractee, namely:
 - a. Sons under eighteen years of age
 - b. Unmarried daughters
 - c. Parents
 - d. Brothers under the age of eighteen
 - e. Unmarried sisters

For the above to accompany the contractee, prior approval is required from the Recruiting Office.

Article 19

1. If either the female contractee or her guardian is under contract with the university, and the other with another governmental department, the travel tickers shall be due from the party issuing the housing allowance.
2. If the university transfers the sponsorship of a contractee to a non-governmental agency or party, those who have accompanied the contractee will not be given a return ticket to their domicile.

Article 20

Travel shall be by the shortest air route and the carrier will be Saudia Airlines wherever its services are available. The university will provide the contractee with the travel tickets and it may in exceptional circumstances, permit the contractee to purchase the tickers himself and



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reimburse him afterwards. The contractee may request cash payment instead of tickets, in which case only half the value of the tickets will be given.

Article 21

1. All travel tickers referred to above will be Horizon class in the case of a full professor and economy class for all others.
2. The contractee may exchange his air tickets from the Kingdom to his domicile for air tickets to any other country, provided no additional expense is incurred by the university within the rules and regulations of Saudi Airlines.

Article 22

If the contractee splits up his annual leave according to Article 33 of this Charter, the University will provide tickets for the final annual leave only. In the case of the leave being split at the university's request, only the employee is entitled to two tickets.

Article 23

If the contractee is required to travel within the Kingdom or abroad for work related purposes, he will travel with Saudi Airlines (economy class) whenever possible. The university can at its discretion permit the contractee to travel by land transportation at his own expense. The contractee is entitled to compensation for the equivalent travel by air.



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If the university requires the contractee to travel to a location where there is no possibility of using air travel, the university will ensure that transportation is provided. The university can, at its discretion allow him to travel at his own expense and reimburse the cost of public transportation to that location.

Article 24

The University will provide the contractee with accommodation or pay him an annual housing allowance according to the salary stipulated in Appendix I. The university will make this payment at the beginning of each one year contract. For those whose contract period is less than one year, this payment will be proportioned.

For a female contractee whose guardian is also employed by the university, only the higher housing allowance will be paid regardless of where the guardian is employed (government or private). No housing allowance is payable to female contractees married to a Saudi nationals.

Article 25

1. Where the university does not provided furnished accommodation to a new contractee, when on the first contract with the university, he is entitled to a furnishing allowance of 50% of the annual housing allowance. This furnishing allowance is paid once only for the duration of the contract with the university. Former government employees who have not been contracted by the government for a period of two years are entitled to this allowance upon contracting with the university.



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2. In the case of contracts with a female and her guardian, only the higher furnishing allowance will be paid.

3. If the guardian of a female contractee is subsequently contracted by the university, the guardian is not entitled to the furnishing allowance.

4. In the case of a contractee who worked for another employer or was the guardian of a female who works within the Kingdom, prior to entering into the contract with the university, he is not entitled to this allowance, unless he was out of the Kingdom for a period of no less than two years, provided that this allowance has not been paid to him previously.

5. In the case of the contract duration being for less than one year, a proportionate amount of the furnishing allowance will be paid. The balance would be payable only upon renewal of the contract for a period not less than the first period.

Article 26

The University will pay the contractee a monthly transportation allowance for his commute to and from his job location, as stipulated in the table of salaries. The University may in place of that allowance, provide suitable means of transport. The transportation allowance is not payable to those residing at the location they work at.



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Article 27

1. In the case of a contractee being assigned work away from his usual location of work, but within the Kingdom, he is entitled to an allowance per diem as shown below:

- a. 450 SR for salary scales of SR 7,000 or above
- b. 300 SR for salary scales between SR 4,500 and below 7,000
- c. 255 SR for salary scales between SR 2,700 and below 4,500
- d. 160 SR for salary scales below SR 2,700 - SR

The allowance may be increased by 50% for assignments outside the Kingdom. In addition, a daily transportation allowance based on the daily rate of 1/30 of the monthly transportation allowance shall be paid.

2. The University President may, on the recommendation of the Departmental Faculty Board and then the College Faculty Board, allow a faculty member to attend a conference or symposium, without the university bearing any expense.

Article 28

If the contractee is transferred to work in another town or village within the Kingdom, he will be entitled to a relocation allowance not exceeding SR 4,000. If the relocation is from the Kingdom to another country or vice versa, or from one foreign location to another, he shall be entitled to an allowance of SR 5,000 as well as air tickets as set out in Articles 17 to 22. For a contractee who is not faculty member, the amount payable in both cases is SR 3,000, in addition to airline tickets. If the transfer is for two contractees, with one being the guardian of the other, only one



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allowance of the higher scale is payable. This allowance is limited to one payment per year.

Article 29

On completion of two years of employment with the university, the contractee is entitled to an end-of-service gratuity at the rate of a half month's salary for each year of service. If the contractee is a faculty member, lecturer, teaching assistant, or lecturer who has teaching duties he is entitled to one month's salary for each year of service on completion of five years of service up to a maximum of SR 100,000 given at the termination of service payable for the complete number of years worked. All others, after completing five years of service, are entitled to an end-of-service gratuity at the rate of a half-month's salary for each year of service up to a maximum of SR 50,000.

A period of 22 months will be considered equivalent to two years and a period of 58 months will be considered equivalent to five years for the purpose of this Article.

The gratuity may be increased by up to 100% on the recommendation of the College Faculty Board or any other specialized board and should be endorsed by the University Council and approved by the Supreme Higher Education Council up to the maximum amounts stipulated in this article.



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Article 30

The contractee and members of his family will throughout the duration of the contract benefit from the public health services available within the Kingdom. The Supreme University Council may, in exceptional circumstances, determine other avenues.

Article 31

The university may bear the actual educational costs of the contractee's children, excluding transportation, from primary schooling to the completion of the secondary schooling under the following conditions:

- a. The child has not been accepted by a government school.
- b. The age of the child is no less than six years of age and no greater than eighteen years of age.
- c. The child is attending school within the Kingdom. The university is not responsible to provide funds for education outside the Kingdom.
- d. The contractee cannot claim this cost for more than four children. The total cost of all children of a contractee will not exceed SR 25,000. The University Council can at its discretion determine the amount payable for each student.

Article 32

In addition to official weekends and Eid holidays, a faculty member is entitled to 60 days annual leave with full salary payable at the start of leave.



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All others are entitled to 45 days. However, a contractee who has worked for less than one year, will be eligible for leave in proportion to the period he or she has worked.

This is applicable to contractees who commence work within one month of the usual date of start of the of the university contracts.

The University Council may defer the time of the annual leave or bring it forward in order to meet the needs of the academic calendar.

Leave may be less than that prescribed, subject to written agreement between the two parties.

The university has the right to determine the start and end of leave periods. Periods of, emergency leave, or leave of absence from the university, are not counted against the entitled annual leave.

Article 33

Under compelling circumstances, and upon the request of the contractee, with a recommendation from his department, as well as the approval by the University President, the contractee's leave may be split into two periods at most. This concession will be provided on the condition that neither period is less than one third of the leave due and that the contractee uses up one of the two periods within the year of his leave entitlement.



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Article 34

1. To meet work exigencies, the President of the university may defer the contractee's annual leave by no more than six months from the start of the contractee's new academic year.
2. The President of the university may shift the weekends for the purpose of meeting work requirements.
3. The President of the university may cancel all the contractee's annual leave or part thereof with recompense, upon the contractee's consent, except in cases of extreme urgency, in which case consent is not sought. Compensation for the cancelled leave period shall be based upon the contractee's salary payable to him at the time he earned the leave. If the contractee works for the whole vacation period, he is not entitled to an airline ticket.
4. The President of the university may cancel the contractee's Idul-Fitr and/or Idul-Adha holidays according to work requirements, with the contractee's agreement except in cases of urgency. However, he shall be recompensed based on overtime work regulations.

Article 35

The contractee may be granted fully paid emergency leave not exceeding ten days annually. The number of days of emergency leave taken will be deducted from the annual leave allocation. The contractee is not entitled to a ticket when taking emergency leave.



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Article 36

The contractee may be granted exceptional unpaid leave not exceeding one semester without termination of the contract. The contractee is not entitled to any benefits during this period of exceptional leave.