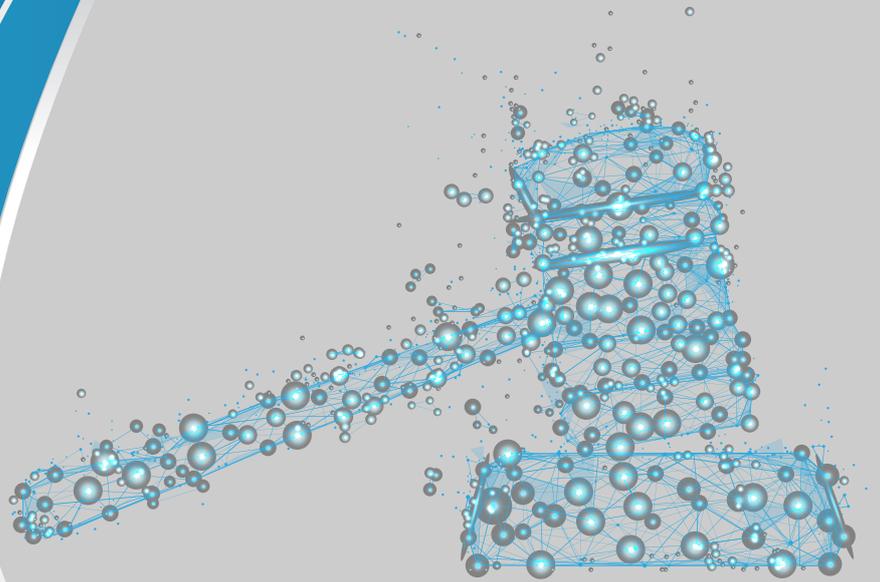




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**An employee
claims more than his dues**





An employee claims more than his dues

This case was submitted to our office in 2013 and has been considered under the Labor Laws.

Case Summary: -

This employee has submitted his claims before the Labor Court in KSA, claiming his employer, after resignation, and continuity in work for a period, without the consent of the employer (our client), to pay the following: -

- 2 months' salary, equal to 40,000 USD.
- Warning month salary, equal to 0 20,000 USD.
- End-service remuneration
- Annual leave of 17,5 days, equal to SR 43,750
- Remaining contract value from 2011 to 2013
- Annual reward of SR 300,000
- Extra time allowance.

Details:

The plaintiff (the employee) and the company (our client) disagreed about the date and the reason for the termination. The plaintiff claimed that he ended his work on 12/10/2012 under the termination warning letter delivered to him on the same day, but the plaintiff said that they had warned plaintiff on that same date, but plaintiff after the dismissal notice submitted his resignation on the same day, and was approved on 15 \ 10 \ 2011, so now the plaintiff had submitted his resignation before the termination his services by plaintiff, with the documents that support that.

Thus, as for the plaintiff's claim for the warning month, this request was rejected, because the end of the plaintiff's work relation was due to his resignation.

As for the applicant's claim for a monthly salary of (40,000) dollars, a rule has been issued based on the last working day of the plaintiff, on 15/10/2011, the date in which the plaintiff submitted his resignation: in an amount of SR (37500) thirty-seven Thousand and five hundred dollars.

As for his claim for end-service indemnity: Based on the fact that the work of the plaintiff is terminated due to his resignation, and when it is clarified that his service did not exceed two years and based on article 85,84 of the Labor Law, this claim was rejected. As for his claim for the estimated annual vacation allowance of SR (43750), this claim has been accepted with a sum of (13889) Thirteen Thousand Eight Hundred, Eighty-Nine dollars.

As for his claims concerning remaining of the contract period, this was rejected, because this was after the end of work relation.

As for his claims concerning extra time, this was rejected because the defendant never affords extra work, and the plaintiff doesn't provide evidence of extra time.

As for his claim for the annual bonus of two years and an amount of SR 300000, we explained that the defendant refuses this as it has attached to the contract attached, which explains the basis for calculating the annual remuneration, which is entitled to the compensation claimed, and the defendant did not provide work entitled him to this bonus and did not provide otherwise evidence. Accordingly, this claim was dismissed.

Thus, the court resolved the following:

The Preliminary Commission has issued the following resolutions: -

- Defendant pays USD 51,389 to the defendant for wages and leave allowances.
- Rejection of all other claims.
- This is an appealable resolution to go before the Labor Disputes Settlement Supreme commission in Riyadh for 30 days after the issuance of this rule.

Plaintiff claims against our client (defendant)	Preliminary Commission Resolution	Differences
USD 40,000 as 2 months' salary	Ruling defendant to pay USD 37,500	USD 25,000
Warning monthly allowance of USD 20,000	This claim has been rejected	
End-service remunerations	This claim has been rejected	
Annual vacation allowance of SR 43,750	Ruling defendant to pay USD 13,889	USD 29,861
Remaining contract value from 01/11/2011 – 25/03/2012	This claim has been rejected	
Extra time dues SR 300,000	This claim has been rejected	
Total claims value against our client USD 60,000 – SR 343,750	Ruling against defendant for paying USD 51,389	USD 32,361

Ruling date: 2014

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