

## Labour Laws for Qatar

The rules pertaining to employment in Qatar, including rights, obligations and relations between employers and employees, largely fall under the purview of Labour Law No.14 of the year 2004. Mostly, the bulk of activities undertaken by most private employers will fall under the guidelines of this law.

The Article 4 of Labour Law No.14 of 2004 stipulates the protections and rights to workers, wherein employers should commit. Business policies that contravene these rights would be considered void even if they are prior to the application of the law. The minimum obligations include maintaining work hours, maternity leave for female workers, advanced notice for termination of employment, clearly specified wages and other procedures that protect the mutual interest of employees and the employer.

## Sponsorship or 'Kafala' system

Foreigners are allowed to work under sponsorship (**kafala system**) in Qatar. The system was basically put in place to monitor migrant workers located across various Arab states. It imposes a pre-requisite that national sponsors (**kafeel**) should take up the responsibility of the legal status and visa requirements of migrant labourers.

An employee who is under sponsorship is not eligible to work for another employer, without special permission. Transfer of sponsorship may be granted to an employee only if both original employer and potential new employer agree to the change.

Also, an employee under sponsorship is not allowed to leave the country, without No Objection Certificate from the employer. Without the release letter from the employer, the employee will be banned for two years from entering Qatar. Sponsors are not allowed to retain passports of their employees except for any visa formalities. Sponsored employees can bring in their spouses and children to Qatar under personal sponsorship.

In short, the employees should seek permission from sponsors if they wish to:

Change jobs Depart from the country Rent a house Obtain driver's license Open bank accounts

## Change of Sponsorship

If an employee wishes to remain in Qatar, but change employers, then, a 'No Objection Certificate' will have to be produced by the current sponsor or employer. However, this is possible only if the employee has stayed in Qatar for at least two years prior to requesting change of sponsorship.

The latest Law No.21 stipulates that employees who complete fixed-term contracts can swap jobs without approval from previous employer. Also, employees who are employed with open-ended contracts can seek approval to change jobs once they complete five years in their current job.

### **Employment Contract**

All employee-employer relationships are governed by the Qatar Labour Law. The law emphasizes that Arabic should be the language used in employment contract, although a secondary language may also be used for the benefit of non-Arabic speakers, but, with the understanding that the Arabic version is the 'only' legal valid document.

The employment contract should be in writing, and should include recognition of concept of end-of-service benefits, limitations on working hours, and such details.

The Arabic version of employment contract governs employment and business arrangements as per Qatari law. Prior to signing a contract, employees should ensure that the contract is translated to English, so as to fully understand the terms and limitations of the contract.

No expatriate should work in Qatar or make a business deal, without having seen or understood the full written contract, as verbal assurances are not binding in Qatar.

The written employment contract should be attested by the Department and will be given as three copies, with either party keeping a copy, and the third to be submitted at the department.

An employment contract should essentially include the name of employer, his work place, name, qualifications, nationality, profession and residence, date of conclusion of contract, nature and type of work, date of commencement of work, duration of contract, agreed wages, method of payment and end-of-service benefits.

The Labour Law clearly stipulates that the written documentation and paperwork should be made available for all activities including hiring and training, for dealing out penalties and terminating the contract and, all of these obligations is the responsibility of the employer.

### **Probation**

The employment contract will have a provision wherein the employee will be subjected to a probation period not exceeding six months. The worker shall not be subjected to more than one probation period with the same employer. The employer can terminate the employment during the probation period if it has been proved that the employee is not capable of executing the work provided by the employer. The employer, however, shall notify the worker thereof before at least three days from the date of termination.

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### **Duration of the contract**

If the employment contract is of a limited duration, the duration will not be more than five years. However, this duration can be renewed from time to time as agreed by both parties. If the contract has not been renewed, and despite that, if the parties continue to abide by the contract even after its expiry, without an explicit agreement, the contract shall still be considered as renewed for an unlimited duration on the same conditions provided therein.

However, the renewed duration will be considered as an extension of the previous duration, but the period of service of the employee will be calculated as from the joining date.

### **Working hours**

As per the Qatar Labour Law, one work week is equivalent to maximum of six business days, with the day not extending beyond 8 hours, with the exception to this being during the holy month of Ramadan when work hours are shortened to six hours per day.

Employees are entitled to get at least one day of rest per week, with Friday being the common holiday for all employees. Even, if necessary, no employee is allowed to work more than two consecutive Fridays.

At times, the employee may be required to work additional hours (not exceeding ten hours). But this should not be done, unless, the additional work is necessary for prevention of gross loss to the company. In such cases, the employer will have to pay to the employee for additional working hours at a rate not less than basic wage, plus not less than 25% thereof. For working between 9pm to 6am, the employee should be paid basic wage plus not less than 50% thereof, except in the case of shift workers.

During hot summer days, the Labour Ministry can prohibit work altogether, or the work hours may be adjusted into the night.

### **Minimum Wage**

There is no minimum wage system in Qatar, but, the law emphasizes that employers should clearly mention the compensation in the contract and adhere to that. Further, Qatar maintains deals with certain countries to protect the interest of low-paid employees.

### **Leave**

If the employee has completed one year of service with the employer, the employee shall be entitled to an annual leave. The leave shall not be less than three weeks, if employee service is less than five years and four weeks for employees whose service is more than five years.

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The date of **annual leave** will be fixed by the employer, in accordance with work requirements. The leave may be divided with the consent of the employee, provided, the division shall not be more than two periods.

The employee may also not be entitled to payment in lieu of his annual leave, equivalent to his wage for the leave days to which he is entitled, in case the contract is terminated for any reason, and if the employee has not taken his leave.

The employee shall also be entitled to paid sick leave for each year of service. However, this will be granted only after completion of at least three months from joining, or, if the employee produces a certificate from a physician approved by the employer. If the sick leave does not exceed two weeks, the employee will be paid in full. Until four weeks, the employee will be paid half of his wage. Extension of sick leave beyond that shall be without pay until the employee resumes his work or resigns or his service is terminated for health reasons.

Other holidays in the calendar year includes Eid Al Fitr and Eid Al Adha, Independence day, and employer-specified leave days. Muslim employees are entitled to Haj Pilgrimage holidays which is no more than two weeks, without pay, and can be availed only once during their entire duration of employment.

Married women employees are granted maternity leave of 50 days with full pay on completion of one year of employment. This includes before and post-delivery date, provided, recuperation days post-birth are not less than 35 days. Also working mothers are granted nursing period as part of the work hour with hour-long daytime breaks and does not translate to wage deductions.

### **Workers Committees**

Qatari workers can form Workers Committee and join larger trade unions. Strikes are permitted, provided, they follow the rules of the Labour Law. The Qatar workers' committee should adhere to the rule that no less than 100 Qatari workers are part of such an organization.

### **Safety Rules**

Employees are only required to do the work specified in the contract, and have the right to opt out of any work or related activities that may reasonably put him or her at risk. In such a case, employees also have the right to terminate contracts in writing for any such reason.

Employers should take necessary measures to protect employees from any injury or disease occurring during work, or from the works happening in their establishments. If an employer fails to take any such precautionary measures, causing danger to health and safety of employees, workers can bring



the issue to the notice of Ministry of Labour. The Ministry has the right to shut down one or more such machines, until the hazard is eliminated.

In case of any such injury occurring due to lack of precautionary measures from the employers, the employer will have to bear the cost of treatment. In the event of death of an employee resulting from workplace accidents, the employer, by law, is required to fully compensate the families of the victims.

### **Workplace Disputes**

A new Labour Disputes Settlement Committee has been established in order to streamline employment disputes in Qatar.

Law No.13 of 2017 was issued amending certain provisions of Labour Law No.14 of 2004, and was brought into effect in March 2018 to improve and implement a regulatory framework within which labour disputes would be heard.

The new law takes care of two key areas of the dispute process – the initial disciplinary stage, and the dispute stage following a breakdown in the employment relationship.

As for the procedure that employees should undertake is that employees will have to appeal the penalty imposed by the employers, directly with their employer within seven days in which to consider the appeal and respond. In case the employer does not respond to this, the silence is considered as rejection of employee's appeal.

In case the employee's appeal is rejected by the employer, the employee can file a complaint with the Labour Department for review and adjudication. If the department does not issue its decision within the statutory timeframe, such silence is considered as rejection of employee's complaint. But, if the decision is issued by the department, it is considered as final.

In case an employee is dismissed as part of company disciplinary process, the employee can appeal such decision to the new Labour Disputes Settlement Committee. The Committee has the power to repeal or reinstate the employee.

In the event of employment dispute, Qatari authorities refer to Arabic version of the contract. As the issuance of exit visas is under the control of a Qatari sponsor, the employee will be unable to leave Qatar without their sponsor's approval in the event of an emergency or employment or business dispute.

Any expatriate employee, breaking an employment or business contract, will have to pay substantial penalties before departing Qatar. It is said that generally Qatari sponsors have substantial leverage in any negotiations, and can block the departure of employee or bar future employment in Qatar. In case



a sponsor complaint exists against an employee who had already departed Qatar, the employee may be barred from returning to Qatar even on a tourist visa.

In case of any unresolved dispute continuing between an employer and employee, the employee can file a complaint within a year of the event to the Labour Ministry. The National Human Rights Committee (NHRC), which is also available to deal with human rights violations. For details, visit [www.nhrc-qa.org](http://www.nhrc-qa.org).

### **Transfer of Employment**

Transfer of employment in Qatar requires permission of previous employer, and is subject to approval by Interior Ministry. No other embassies have standing in Qatar's courts, and do not have the right to sponsor visas, or mediate labour or business disputes in Qatar. Although the embassies can help their nationals in settling disputes, the ultimate responsibility for resolution of dispute lies in legal system of Qatar, and the parties involved.

#### Expiry / termination of the contract

The Article 49 of Labour Law states that if the employee is employed for an indefinite term, he may be terminated by either the employer or employee, giving written notice to the other. No reason for such termination will have to be given by the party serving notice. Various minimum notice periods are set out in the Labour Law, but, in general, once the employee successfully adheres to the terms of probation period, at least one-month notice should be given to employees who have been employed by the same employer for a period of five years, and two months for employees who have completed more than five years of service.

In case of such termination, the employer will have to pay the employee his wages and other benefits due to him in full for the complete notice period, provided, the employee performs his work as usual.

The Labour Law (Article 51) permits an employee to terminate his employment with immediate effect if, amongst other things, his employer has breached the terms of the employee's employment, has physically assaulted him, has misled him and/or if to continue employment would put him in danger and the employer is aware of such danger.

The Labour Law (Article 61) permits an employer to terminate an employee's employment with immediate effect if amongst other things the employee has assumed a false identity or nationality or submitted false certificates or documents, committed an act which causes gross financial loss to the employer, disclosed confidential information, is found drunk or under the influence of drugs during working hours or is absent from work without legitimate cause for more than 7 consecutive days or 15 days in one year.

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The employer, on expiry of the service contract, will have to provide the employee with a service certificate, free of charge, indicating his date of employment, type of work he performs, and the amount of wage he was receiving. The employer should also return to the employee the documents and certificates which the employees submit to the employer.

On termination of the service of the employee, the employer is liable to bear his cost of return to his home country, or to any place agreed upon between the parties. The employer shall complete the proceedings of returning the expatriate employee within a period of not more than two weeks from expiry date of the contract.

However, if the employee joins another employer before his departure from the State, then it is the duty of the new employer to bear the travel expense of the employee.

### **Gratuity**

Apart from any sums which the employee is due to receive on expiry of service, the employer also will have to pay the end of service gratuity to the employee, if he/she has completed employment of one year or more. This shall be agreed upon by the two parties, provided, it is not more than three-week wage for every year of employment. The employee will be entitled to gratuity depending on fractions of the year, in proportion to duration of employment. The gratuity will be calculated depending on last basic wage.

After one year of service, employees are eligible for a wage benefit equivalent to three weeks' worth of wages calculated on the basis of last drawn salary for every year of service. This should be released to the employee within a week after his final working day.

However, the Qatar Labour Law does not have a provision for health insurance, and employers will not be providing this benefit to employees, whether foreign or local.

### **Employment of Juveniles**

A child below the age of sixteen may not be employed for work of whatsoever nature and shall not be allowed to enter any place of work.

A juvenile can be employed only if consent of his father or guardian is obtained, and a special permission from the Department is obtained. If the juvenile is a Qatari pupil, an approval from Minister of Education should be obtained.

The Juveniles shall not be employed in the works, where its nature of work may cause damage to health, safety or morals thereof. A juvenile may be employed only after medical examination by competent medical authority.

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The normal working hours of a juvenile should not exceed thirty six hours per week at the rate of six hours a day, excluding the month of Ramadan, when the work hours would not exceed twenty four hours a week.

### **Employment of Women**

A working woman shall be paid wages equivalent to wage payable to a man, if the nature of work is the same, and shall be offered the same opportunities for training and promotion.

Women shall not be employed in dangerous arduous works, or works detrimental to their health, morals or other works, to be specified by a decision of the Minister.

Female employees are also entitled to maternity leave with full payment for a period of fifty days, on completion of at least one year of service with the same employer. Such maternity leave shall include the period before and after delivery, provided, the period following delivery should not exceed thirty five days.

The employer is not allowed to terminate the service contract of a female employee due to her marriage or obtaining leave under Article 96 of this Law. The employer should not notify her of her termination of service contract during this leave, and should not send her a notification that expires during the said leave.

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