

# Employment in Qatar

by Ahmed Jaafir - a.jaafir@tamimi.com - Doha

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## **Introduction**

Employment in Qatar is primary governed by Qatar Labor Law No. (14) of the year 2004 and a series of related Ministerial Resolutions. However corporate non corporate entities when dealing with employment in Qatar shall first consider the Sponsorship and Immigration Rules and Regulations which are mainly emphasized through the provisions of Law No. (4) of the year 2009 **Regulating the Entry, Exit, Residence & Sponsorship of Foreigners** (the “**Sponsorship Law**”) that has been ratified by the Heir Apparent Sheikh Tamim bin Hamad Al Thani and came into force on 29 April 2009.

## **Sponsorship/Exit Permit/Delivery of Passports**

### **Sponsorship**

With exception of some tourist visas which shall be only issued for tourism purposes, every non-GCC working foreigner wishing to enter/reside in Qatar shall have a sponsor in order to enter the country and work in Qatar.

### **Exit Permit**

Employees in Qatar (Excluding women sponsored by their husbands, minors and visitors whose visits do not exceed thirty days) cannot temporarily or permanently leave Qatar unless having first obtained an exit permit from their sponsoring employers.

### **Delivery of Passport**

As per the Sponsorship Law the sponsor shall not in any case hold the employees passports, however and as the Sponsorship Law provides that the sponsor shall be generally liable for the debts and obligations of those that it sponsors, therefore some sponsors still do require that they hold the passports of their employees.

## **Main Restrictions under the Sponsorship Law**

### **Restriction on Working for another Employer while residing in Qatar**

The Sponsorship Law has maintained natural and juristic employers' ability to prevent expatriates whom they have sponsored from abroad from working for other parties or preventing the use of workers not being sponsored by them. Similarly, an employee is also not allowed to work for another employer other than the employer from whom he received sponsorship.

### **Restriction on Working for another Employer after Residency cancellation**

The Sponsorship Law provides that it is restricted to grant a working visa to an expatriate, who has been residing in the State of Qatar for work purposes unless after two years from the departure date. However, the Law has given the Minister of Interior or his deputy the right to waive this period upon a written approval from the previous sponsor”.

### **Work Permits/Visas**

Non-Qatari workers may not be employed otherwise than after approval of the Department of

Labour and their obtaining of permits to work in the State of Qatar. Such a work permit shall be issued to the non-Qatari subject to the following conditions:-

- The non-availability of a qualified Qatari worker registered in the registers of the Department and to carry out the work in respect of which the work permit is applied for.
- The non-Qatari applying for the work permit shall be in possession of a residence permit.
- The non-Qatari national shall be medically fit...”

Work permits are obtained from the Department of Labour after fulfilling various immigration formalities with the Ministry of Interior, including production of a local employment contract. There are a variety of different visas and permits obtainable in Qatar, dependent on the individual's status.

Workers can be recruited from, or not recruited from, particular countries at particular times: this is something that needs to be discussed with the Immigration Department as necessary.

### **Labour Law – Minimum Standards**

Qatar Labor Law prescribes a minimum set of entitlements which cannot be waived or limited Article (4) (according to our unofficial translation; there being no official translations of Qatari laws) provides that the entitlements prescribed by this law represent the minimum entitlements of the workers and any stipulation contradicting the provisions of this law shall be void even it was made prior to the date of application of this law unless the said stipulation is more advantageous to the workers and any release, compromise or waiver of the entitlements prescribed for the worker by this law shall be deemed void.

### **Employment Contracts**

- Employment Contract shall be made in Arabic. The employer may accompany such contract with translations into other languages and in case of any difference, the Arabic text shall prevail.
- Employment Contract may contain a provision subjecting the worker to a probation period to be agreed on between the two parties provided that the probation period shall not exceed six months. The worker shall not be subjected to more than one probation period with the same employer.
- The employer may terminate the employment contract within the probation period if it has been proved to him that the worker is not capable of carrying out the work provided that the employer shall notify the worker thereof before at least three days from the date of termination.

Article (38) of the Labour Law stipulates that:

“The service contract shall be made in writing and attested by the Department of Labour and shall comprise three copies, one copy to be delivered to each of the parties and the third copy to be deposited with the Department.

The service contract shall specify the terms concerning the labour relationship between its two parties and in particular shall contain the following:-

- The name of the employer and place of his work.
- The name, qualifications, nationality, profession and residence of the worker and the proof necessary for his identification.
- The date of conclusion of the contract.
- The nature and type of the work and place of contracting.
- The date of commencement of the work.
- The period of the contract if the contract is of a definite duration.
- The agreed wage and the method and date of the payment thereof.
- If the service contract is not made in writing, the worker may prove the labour relationship and the

rights which have arisen there from by all means of proof.”

- There is a Department of Labour pro-forma labour contract; any alternative requires prior approval.

### **Employee Protection**

- Minimum Wage – Qatar has agreements with certain countries in relation to protection of certain low-paid workers. There is however generally no minimum wage.
- Working Hours/Weekends – Maximum forty eight hours per week/eight hours per days (excluding lunch break); during Ramadan – thirty six hours per week/six hours per day; one interval or more for prayer/rest/meals of between 1-3 hours; worker shall not work more than 5 consecutive hours; Friday is the weekly rest day for all workers (except shift workers) – if required to work then entitled to day in lieu and payment of plus 50% of basic wage. During the (hot) summer months, the Labour Ministry will set out permitted working for those working outside.
- End of Service Benefit – After one year’s continuous service, employee entitled (unless summarily dismissed) to at least three week’s salary for each year of service.
- Upon End of Service- upon end of the service of the worker, the employer shall at his own cost return the worker to the place from where he has recruited him at the commencement of the engagement or to any place agreed upon between the parties. The employer shall complete the proceedings of returning the non Qatari worker within a period not exceeding two weeks from the expiry date of the contract. If the worker joins another employer before his departure from the State, the obligation to return him to his country or other place shall shift to the other employer.