

MINISTRY OF ADMINISTRATIVE DEVELOPMENT, LABOUR & SOCIAL AFFAIRS

Expatriate Worker's Guide State of Qatar

First: Basics of working in the state of Qatar

Every worker in the state of Qatar must obtain a work permit, according to the following step:

- Enter the country Legally
- Obtain a residence permit from the competent Department the Ministry of Interior.
- Obtain an identification card (ID) from the competent Department at the Ministry of Interior.
- A Worker must be medically fit and safe from communicable diseases
- Validation of the work contract by the competent authority at the Ministry of Administrative Development, Labour & Social Affairs.
- The work permit must be valid for five (5) years, and its validity period must be the same as that of the residence permit.

Second: Definition of the work contract by the Qatari Labour Law

The work contract is defined as an agreement between an employer and a worker, it is either a fixed term contract or an open- ended contract, the worker undertakes to perform a specified job for the employer, under his administration or supervision for a salary, according to the terms and conditions agreed upon by both of them.

Third: Important instructions that should be taken into consideration in the work contract

1. Prior to arrival to the state of Qatar, the worker must obtain a work contract signed by himself and the employer, and the contract should be written in Arabic. The employer can enclose a translate copy into two versions, the Arabic text will be binding.
2. The worker must make sure that he has got his copy of the contract after it has been validated by the competent department at the Ministry of Administrative Development , Labour & social Affairs. He must keep it with him throughout his contract period in the state of Qatar.
3. The work contract shall be in writing and validated by the competent authority at the Ministry of Administrative Development , Labour & social Affairs, and shall be made in three copies, each of the two parties should receive a copy, and the third one shall be deposited with the competent authority, and it should cover the following:
 - (a) The name of the employer and the workplace
 - (b) The name, qualifications, nationality, profession and residence of the worker and a proof of identity.
 - (c) The date of signing the contract
 - (d) The nature and type of work and place of contracting.

- (e) The date of commencement of work.
 - (f) The duration of the contract if it is a fixed-term contract.
 - (g) The agreed wage and the method and date of the payment there of. Any other allowances / incentives in kind or cash to benefit the worker should be stated in the contract.
4. It may be stated in the work contract that the worker is to undergo a probation period agreed upon by the two parties, provided that it should not exceed six (6) months from the date of commencing work.
 5. The work contract is for a fixed term, its duration should be for five (5) years only.
The contract may be maximum renewed for the same period or other similar period
By mutual consent between both parties.
 6. Each one of both parties has the right to terminate the open-ended contract without giving reasons, with the obligation of notifying the other party in writing within a period of not less than one month if the service duration is five (5) years or less, for the workers who receive their wages yearly or monthly, if the service duration is more than five (5) years, the notice period should be two months at least.
 7. The authorized duration of the worker's annual leave should be stated in the contract, it should be fully paid, and not less than three (3) weeks for the worker whose service period is less than five (5) years and four (4) weeks for the worker whose service period is five (5) years and above, provided that the worker should work for the employer for a full year.
 8. It should be stated in the work contract that the worker is entitled to an end of service allowance at the end of his service, but it should not be less than three (3) week's pay for each year of service provided that the worker should work for the employer for a full year.

Fourth: Working hours and Leave Working hours

- a. The maximum working hours is forty-eight (48) hours per week eight hours a day during all months of the year, except for the month of Ramadan, during which the total working hours is thirty-six (36) hours, with an average of six (6) hours a day.
- b. There must be a break or more than one during working hours for prayers, rest and meal breaks, it shouldn't be less than an hour and not more than three hours, this break should not be counted within the working hours.
- c. The provisions of working hours mentioned above are not applicable to the workers, who are in charge of setting up or cleaning up equipment, or carrying out tasks that need to be done before or after working hours; as well as security workers and cleaners or other categories of workers mentioned in the Ministerial decision No. (10) of 2005, related to jobs where service should be continued with no stops for the purpose of rest.
- d. Workers should not be made to do extra working hours in addition to their normal working hours, so that the total of actual working hours should not exceed ten (10) hours, only in the case of a necessity so as to prevent the incident of a major loss or a serious accident or to maintain or mitigate the impact from such a loss or accident

- e. Employer should pay workers overtime for the extra working hours, not less than the appropriate basic rate for normal working hours, with an increase not less than (25%) of that payment.
- f. Workers who work between nine pm and three am are paid the entitled basic salary for normal working hours plus an increase of not less than (50%) of the basic salary, shift workers are excluded from this increase.
- g. A worker is granted a weekly paid holiday not less than 24 continuous hours and Friday is the weekend holiday for all workers, shift workers are excluded from this.
- h. In case the worker has to work on his weekly holiday due to work conditions, he has to be compensated with another day and must be paid for that day his basic salary plus an increase equivalent to at least 150% of his salary. This does not apply to workers who hold key positions if they are granted the power of the employer towards workers.
- i. The employer should post on the main entrances used by the workers on a visible position in the workplace, a timetable explaining the closing day or the weekly rest day, the working hours, rest breaks for all categories of workers and to provide a copy of it to the Labour Inspection Department.

-The holiday:

-The worker is entitled to a fully paid leave as in the following:

-Three working days for Eid al-Ftr.

-Three working day for Eid al- Adha.

-one working day for the National day of the state of Qatar.

-One working day for the National sports day of the state of Qatar

-Three working days to be fixed by the employer.

-The worker is entitled to an annual leave of not less than three weeks if he has worked continuously for a full year and less than five years in the service of the employer and he is entitled to four weeks if he has been in service for more than five (5) years.

-The worker is entitled to a paid sick leave for each year of service.

This leave is not granted until the worker has completed three months since the date of commencement of work for the first time, and he shall receive full salary if the sick leaves does not exceed two weeks, if it is extended beyond that, he is paid half (50%) of his salary for four weeks, any further extension will be unpaid.

-A muslim worker is granted a special unpaid leave of not more than twenty (20) days to perform pilgrimage rites once during his service.

-A female worker who has worked a full year for the employer, she is entitled to a fully paid maternity leave of fifty (50) days.

- A working woman is granted an hour daily for breast feeding for a year, starting from the end of the maternity leave.

- No worker has the right to waive his annual leave, any agreement to the contrary is considered null and void.
- A worker is entitled to receive a compensation in cash equivalent to his salary for the days of his due leave if the work contract is terminated for any reason before getting his leave.

Fifth: contract Termination:

- a. If the work contract is open-ended, both parties may terminate it without giving reasons, and the party wishing to end the contract shall notify the other party in writing as set out in Article (49) of the Qatar Labour Law.
- b. The employer may terminate the contract during the probation period if he finds out that the worker is incompetent to perform the job, provided that he shall notify the worker at least three days before the termination of the contract.
- c. The employer has no right to terminate the work contract or to notify the worker about the termination of his contract during any of the leaves stipulated in the Labour Law, nor shall he notify the worker about the termination of his contract, if the notice deadline expires during any of these leaves.
- d. The worker may terminate the fixed-term contract before its end date, and he may also terminate the open-ended contract without notifying the employer while retaining his full right to obtain the end of service allowance in the following cases
 - If the employer breaches his obligations under the work contract or the provision of the Qatar Labour Law.
 - If the employer or the manager in charge commits a physical assault or an immoral act to the worker or any of his family members.
 - If the employer or his representative has misled the worker at the time of signing the work contract as to the terms and conditions of work.
 - If there is a serious risk that threatens the worker's health and safety, provided that the employer is aware of the danger and did not react to remove it.

The work contract is not terminated in the following two cases:

- 1) The death of the employer unless that the contract has been signed for reasons related to him personally or his professional activity which ceases by his death.
- 2) The merger of the enterprise with another entity or the transfer of its ownership or the right to be managed by a person other than the employer for any reason.
- 3) The employer should grant the worker upon his request, at the end of his contract period, a work certificate, indicating, the date of work commencement and the date of the end of his employment, the type of work he has been doing, the salary that he was

receiving, and to give back to the worker all the certificates, documents, etc. which he has deposited with the employer.

Sixth: The cases of dismissing a worker in the Qatari Labour Law:

The employer may dismiss the worker without a notification and without payment of the end of service allowance in the following cases:

- If a worker passes himself for another person or claims another nationality other than his own or submits false documents or certificates.
- If a worker commits an act which causes gross financial loss to the employer, provided that the employer shall notify the official department about the incident within a period not exceeding the end of the next working day from the time of becoming aware of the incident.
- If a worker violates more than once the special instructions relating to the safety of workers and the enterprise, despite his being notified in writing of the violation and provided that such instructions should be written and posted in a noticeable place.
- If a worker fails more than once to carry out his core duties under the work contract or by law despite giving him a written warning.
- If he discloses the secrets of the enterprise where he works.
- If a worker is found during the working hours in a state of drunkenness or under the influence of a drug
- If a worker attacks the employer or the manager or any supervisor at work during work by reason there of.
- If a worker attacks his colleagues repeatedly during work despite written warning.
- If a worker is absent without a valid reason for more than seven consecutive days or fifteen intermittent days during the year.
- If a worker has been sentenced to a final verdict related to a crime of honor or dishonesty.

Obligations of the employer and the worker according to Qatari Law

First: The employer's Obligations:

- 1) The Employer shall notify in writing the competent department at the Ministry with the following information before commencing work in the enterprise.
 - a) The name of the enterprise, its location, its headquarters, type of its activity, correspondence address and its phone number.
 - b) The nature of work which the enterprise is to carry out.
 - c) Number of workers to be employed by the enterprise, their occupations and their nationalities.
 - d) The name of the authorized manager of the enterprise.
- 2) To train Qatari workers nominated by the competent department on technical skills up to 5% of the total number of workers if the employer is engaging fifty workers or more.
- 3) To provide the competent department with information, every six months, on the names of workers engaged with him, their gender, nationalities, their activities, their wages, their age and information on their work permits.
- 4) To notify the competent department of the available vacancies, the required skills the applicant should have for the position or to carry out this job, the wages fixed for each position and the dates fixed for it to be filled or to be carried out, this should be done within a period of not more than a month from the date of the vacancy or the creation of the position or the availability of work.
- 5) To train an appropriate number of workers, to be nominated by the competent department on the activities out by expatriate experts and technicians or to engage Qatari workers as their assistants in order to be trained and to get experience.
- 6) To enable the worker to perform their job and to provide him with the required equipment.
- 7) To set up a rule to regulate work in the enterprise after its approval by the competent department if the employer is engaging ten or more workers.
- 8) To keep a special file, for each worker where he shall file all the worker's documents and certificates and the decisions and instructions related to him.
- 9) To keep the following records: -
 - A) The workers' records.
 - B) The wages records.
 - C) the disciplinary procedures records.
 - D) work injuries records.
 - E) The end of service record.
- 10- To pay the worker's wage in full for the notice period stipulated in article (49), if the worker performs his work in the usual way, and to allow Qatari worker reasonable leave from work during the notice period to help him register with the competent department for a new job.
- 11- To provide an "Employer Certificated" to the worker upon his request at the end of his contract, free of charge, and to hand him back the deposited certificates and documents.

- 12- To copy the end of service allowance to the worker who has completed one year in service or more, of not less than three week's wages for each year of employment, unless otherwise agreed.
- 13- If the worker dies for whatsoever cause during his service, the employer shall deposit with the competent court, any wages or other entitlements due to the worker plus the end of service allowance, within a period not more than fifteen days from the date of this death.
- 14- Upon the termination of the worker's service, the employer shall at his own expenses pay for the worker's return to the country where he has recruited at first or to any destination agreed upon between the two parties.
- 15- To set up a disciplinary rule for the enterprise after its approval by the competent department if the employer is engaging ten workers or more.
- 16- To register the disciplinary procedures enforced on workers in the penalties records.
- 17- To pay the workers' wages on time by a national bank transfer within seven days of their due date according to the Wage protection system (WPS).
- 18- To pay the worker before his annual leave the wages he is entitled to for the work done up to the date of his leave plus his leave entitlement wages.
- 19- The workers shall not be forced to buy food or other commodities from designated outlets or from the employer's products.
- 20- The employer should not charge interest on any loan he may grant to the worker.
- 21- To pay on overtime to the worker when he works additional hours.
- 22- To post on the main workers' entrance gate, and in a noticeable position, a timetable of the closing day or the weekly rest day, the working hours and rest break for all categories of workers and shall send a copy of it to the competent department
- 23- The employer cannot terminate the work contract or notify the worker about the contract termination while he is on any leave stipulated by law.
- 24- Children under the age of 16 shouldn't be engaged in any work and shall not be allowed to enter any of the workplaces. It is also not allowed to engage underage children in activities which nature or condition may harm their health and safety or their morals.
- 25- Underage children shouldn't be employed between sunset and sunrise or on rest days or during holidays or more than the normal working hours or kept at the workplace more than seven continuous hours.
- 26- To keep the underage child's birth certificate in his file, as well as his medical fitness certificate and his medical checkup.
- 27- To submit to the competent department, in case of engaging an underage child or more, a statement with the child's name his job, the date of his employment as well as to post in a noticeable position at the workplace the underage children's working hours, and their rest break.
- 28- Woman shall not be employed in dangerous or hard jobs or activities that might harm their health or their morals.
- 29- A working woman who has in service for a whole year shall be entitled to a fifty day paid maternity leave without reducing her eligibility for other leaves.

- 30-The working woman shall be entitled to daily breast feeding hours for a year in addition to rest breaks without reducing her wage.
- 31-The employer cannot terminate a working woman's contract due to her marriage or due to her maternity leave nor notify her about the termination of her contract during this leave.
- 32-To inform the worker at the beginning of his service about the work hazards and the safety measures to be applied, and the employer shall post in a noticeable position the detailed instructions concerning health and safety measures.
- 33-To take the necessary precautions ,measures to protect the workers during work from any injury, or illness that might be caused by the activities carried out at the enterprise, or from any accident or breakdown or failure in the machines and equipment or by fire.
- 34-To take the necessary measures for hygiene and good ventilation in the workplace and to provide adequate lighting, drinking water, water for cleaning and drainage facilities.
- 35-To provide a first aid kit with medicines and instruments to be specified by the competent medical authority, which should be made available to workers and placed in a noticeable position, in case of engaging 5 to 25 workers. If the number of workers is more than 25, then a first aid kit should be provided to every group of 5 to 25 workers. If the number exceeds 100 workers, then a full- time nurse should be appointed in addition to the provision of first aid kit. If the number of workers is above 500, then a surgery manned by a doctor and a nurse at least should be provided.
- 36-Workers who are exposed to the risk of occupational diseases resulting from the various activities should undergo periodical medical check-ups on adequate interval in accordance with the job hazard and these check-up results should be kept in the workers' files.
- 37-To provide a suitable means of transport or a decent lodging or both of them in addition to drinking water and appropriate food or provide the means of obtaining them, when engaging workers in areas far from cities.
- 38-To provide social service in case of engaging 50 workers or more.
- 39-To report to the police and the competent department in case of a worker's death during his duty, or because of it ,or if the sustains an occupational injury.
- 40-To provide appropriate medical treatment to the worker who sustains an occupational injury and to pay his full wages during the treatment period or the period of six months whichever is closer.
- 41-To pay the compensation for disability within a period not more than fifteen days from the date of the confirmation of the worker's disability or from the date of the announcement of the results of the enquiries confirming that the disability is caused by work. The employer shall deposit the death compensation in the competent court within a period not more than fifteen days from the date of death or from date of the announcement of the results of the enquiries confirming that the disability is caused by work.

- 42-To facilitate the labour inspectors' job and present the correct information to them on any matter related to their mission and go to meet them whenever they request him to do so.

Second:The Worker's Obligations

- 1- To execute work by himself with the ordinary attention of a worker doing the same job.
- 2- to carry out the employer's orders regarding work operation if these instructions do not violate the contract and if their execution does not put the worker at risk.
- 3- Not to work for third parties with or without wages.
- 4- To reserve raw materials, the production equipment, products, or any other means he has been trusted with, and to take the necessary steps to preserve and maintain them.
- 5- To implement the safety and health instructions prescribed in the enterprise.
- 6- To help with the prevention of disasters in the workplace or in the rescue operation when they occur.
- 7- To develop his skills, his professionally and culturally expertise on a continuous basis with regard to the regulations and procedures set out by the employer in cooperation with the competent parties and within the limits of the available facilities.
- 8- Not to disclose professional secret even after the end of the contract.
- 9- Not to use the equipment outside the workplace only with the permission of the employer, and to keep this equipment in its designated location.
- 10 Not to accept gifts, remuneration, commissions or any sums of money when he executes his work except from the employer.
- 11-To return at the end of his contract any equipment or any unused products in his possession.

General guidelines for the migrant worker in Qatar

- The worker shall abide by the laws of the state of Qatar and comply with the public order and ethics and respect customs and traditions.
- Work permit should be kept and be presented when requested by the competent authorities in the state.
- To respect working hours.
- Not to be absent from work without prior permission or for an acceptable reason.
- Not to eat or drink in public places during day time in the month of Ramadhan.
- The worker shall not escape from work for any reason, otherwise he will be subjected to legal enquiry.
- To make sure that he gets a copy of the work contract after its validation by the competent authorities.

In the case the worker wants to lodge a complaint against the employer, it should go through the Labour Relations Department at the Ministry of Administrative Development, Labour and Social Affairs which tries to mediate amicably between the employer and the worker, if the complaint is not solved, it will be referred to the competent court for final legal procedure.