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# Know Your *Rights*

KUWAIT  
LABOUR LAW

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# Know Your Rights

## KUWAIT LABOUR LAW

**NOTE:** This document sets out only some of workers' rights in the private sector as outlined in Kuwait laws and regulations; there are additional rights. You should go to the Public Authority on Manpower (PAM) or your embassy or consulate with any complaints and concerns. **You can contact PAM at +965 24936504, 965 22051713 (8am to 12:30pm), or +96524936611 (WhatsApp).**

*These materials have been reviewed by Clyde&Co and are up to date as of September 2023.*

ISSUE	YOUR RIGHTS
<b>CONTRACT</b>	<ul style="list-style-type: none"><li>→ Employment contracts should be in Arabic, signed by you and your employer, with a copy for each party and a third for PAM.</li></ul> <p> <b>(ARTICLES 28 AND 29 OF LABOUR LAW)</b></p> <ul style="list-style-type: none"><li>→ It is not a legal requirement for employers to provide bilingual contracts, however you can request a translated copy of the employment contract in a language that you understand.</li></ul>
<b>PROBATION PERIOD</b>	<ul style="list-style-type: none"><li>→ You may serve a probation period only if it is clearly mentioned in your employment contract, provided that it does not exceed 100 days.</li><li>→ You can only serve one probation period for the same employer.</li></ul>

<p><b>PROBATION PERIOD</b> (continued)</p>	<p>→ During the probation period, either you or your employer have the right to terminate the employment contract without notice, if it is determined that it is not suitable to continue the employment. However, you will not be able to change jobs, and must leave the country.</p> <p> (ARTICLE 32 OF LABOUR LAW)</p>
<p><b>UNIONS</b></p>	<p>→ You are allowed to join established unions and associations if you have a work permit and have resided in Kuwait for minimum of 5 years.</p> <p>→ You cannot establish your own union or association.</p> <p> (ARTICLE 99 OF LABOUR LAW)</p> <p> (ORDER NO. 1 OF 1964)</p>
<p><b>RECRUITMENT FEES</b></p>	<p>→ Charging recruitment fees is not explicitly prohibited by law.</p>
<p><b>WAGES</b> <i>Including Overtime &amp; Deductions</i></p>	<p>→ The minimum wage in Kuwait is KD75 per month.</p> <p>→ Your employer is required to deposit your wages in your bank account. Your wages must be in Kuwaiti Dinars.</p> <p>→ You are entitled to receive your wages every two weeks or once every month if you are engaged in monthly work. Your wages cannot be delayed more than 7 days.</p> <p> (ARTICLE 56 OF LABOUR LAW)</p>




## **WAGES (continued)**





### *Including Overtime & Deductions*






- You are entitled to be paid for any additional hours you work above your regular working hours at the following rate:
  - » **25%** of your regular pay per hour in addition to your basic wage if you work extra during the day.
  - » **50%** of your regular pay per hour in addition to your basic rate if you work overtime on your weekend.
  - » **Double** your regular pay and an additional day off if you work on an official holiday.

#### (ARTICLES 66-68 OF LABOUR LAW)




- Deductions from your wages are legal in the following situations:
  - » Loan repayment, provided that such deductions do not exceed 10% of your wage. If the loan was granted for alimony, food, clothes, or debts towards the employer, deductions can increase up to 25% provided that you confirm your agreement in writing. Such loans are interest free.
    - » If you terminate your employment before repaying the loan, your employer can deduct the loan amount from your entitlement.
  - » Disciplinary fines. In the case of workplace violations, the employer can only deduct your wages within 15 days of the act.

<p><b>WAGES (continued)</b> <i>Including Overtime &amp; Deductions</i></p>	<ul style="list-style-type: none"> <li>» You must be informed in writing of any deductions that are the result of a violation, and you must have the opportunity to defend yourself. No more than the equivalent of 5 days of wages be deducted in one month.</li> <li>» You can't be fined for acts committed outside the workplace, unless it's related to work.</li> <li>» Your employer must have shared the list of fines with PAM and posted them publicly.</li> </ul> <p> (ARTICLES 35-38 AND 59 OF LABOUR LAW)</p>
<p><b>WORKING HOURS</b> <i>Including Overtime</i></p>	<ul style="list-style-type: none"> <li>→ Your maximum working hours are 8 per day and 48 per week.</li> <li>→ The maximum working hours during Ramadan are 36 hours per week.</li> </ul> <p> (ARTICLE 64 OF LABOUR LAW)</p> <ul style="list-style-type: none"> <li>→ Your employer can ask you to work extra hours if required by business conditions. Overtime work should not exceed two hours a day, a maximum of 180 hours a year, three days a week or 90 days a year.</li> <li>→ You are entitled to be paid for any additional hours you work above your regular working hours.</li> </ul> <p> (ARTICLE 66 OF LABOUR LAW)</p>
<p><b>REST &amp; BREAKS</b></p>	<ul style="list-style-type: none"> <li>→ You are entitled to at least an hour break per day after five consecutive working hours per day, unless you work in the financial, commercial or investment sectors.</li> </ul>

<p><b>REST &amp; BREAKS</b> (continued)</p>	<p>→ If you are required to work for technical or urgent reasons without a break, then your total daily working hours must be reduced by one hour.</p> <p> (ARTICLE 65 OF LABOUR LAW)</p> <p>→ You are entitled to a paid weekly rest day of not less than 24 consecutive hours after every six consecutive days of work.</p> <p>→ Your employer may request that you work on your rest day. In such a situation, you may choose to receive additional payment of 150% of your normal wage or another rest day.</p> <p> (ARTICLE 67 OF LABOUR LAW)</p> <p>→ If you are nursing, you are required a 2-hour break, for up to two years.</p> <p> (ARTICLE 28 OF DECREE NO. 27 OF 21 ON RULES AND PROCEDURES FOR GRANTING WORK PERMITS)</p>
<p><b>SICK LEAVE &amp; HEALTH INSURANCE</b></p>	<p>→ You must notify your employer if you plan to take sick leave. You are entitled to paid sick leave as follows:</p> <ul style="list-style-type: none"> <li>» For the first 15 days, you will receive 100% of your regular pay.</li> <li>» For the following 10 days, you will receive 75% of your regular pay.</li> <li>» For the following 10 days, you will receive 50% of your pay.</li> <li>» For the following 10 days, you will receive 25% of your pay.</li> <li>» For the remaining 30 days, you will not receive pay.</li> </ul> <p>→ Your sick leave cannot be deducted from your annual leave.</p> <p> (ARTICLE 69 OF LABOUR LAW)</p>

<p><b>SICK LEAVE &amp; HEALTH INSURANCE</b></p>	<ul style="list-style-type: none"> <li>→ Your employer is responsible for providing a safe working environment as well as first aid treatments and medical services that arise from your work.   <b>(ARTICLE 86 OF LABOUR LAW)</b></li> <li>→ If you are injured at work or suffer from an occupational disease, your employer is obligated to cover the entire cost of treatment, which includes expenses such as medications, transportation, and any treatment plan prescribed by your attending physician.</li> <li>→ You are entitled to full remuneration during the period of treatment, up to 6 months. After 6 months, you are entitled to 50% of your salary until you recover.   <b>(ARTICLE 91 &amp; 93 OF LABOUR LAW)</b></li> </ul>
<p><b>ANNUAL LEAVE &amp; SPECIAL LEAVES</b></p>	<ul style="list-style-type: none"> <li>→ After completing 6 months of service, you will be entitled to a fully paid annual leave of 30 days. Weekends, official holidays and sick leave are not counted towards your annual leave.   <b>(ARTICLE 70 OF LABOUR LAW)</b></li> <li>→ You have the right to accumulate your annual leave for up to 2 years. You cannot waive your annual leave either with or without compensation.   <b>(ARTICLE 72-74 OF LABOUR LAW)</b></li> <li>→ Female workers are entitled to a fully paid maternity leave for a period of 70 days. You can request an additional 4 months of unpaid leave. You cannot be terminated during this time.   <b>(ARTICLE 24 OF LABOUR LAW)</b></li> </ul>



<p><b>ANNUAL LEAVE &amp; SPECIAL LEAVES</b> (continued)</p>	<ul style="list-style-type: none"> <li>→ You have the right to three days of paid leave in the event of the death of one of your relatives up to the second degree.</li> <li>→ If you are a Muslim woman whose husband has died, you are entitled to a paid iddat leave for four months and ten days from the date of death.</li> <li>→ If you are a non-Muslim woman, you are entitled to paid leave up to 21 days.</li> </ul> <p> <b>(ARTICLE 77 OF LABOUR LAW)</b></p> <ul style="list-style-type: none"> <li>→ A Muslim worker who has been employed by the same employer for a continuous period of 2 years is entitled to a paid leave of 21 days to perform Hajj, if they have not performed the pilgrimage before.</li> </ul> <p> <b>(ARTICLE 67 OF LABOUR LAW)</b></p>
<p><b>TERMINATION OF EMPLOYMENT &amp; CHANGING JOBS</b></p>	<ul style="list-style-type: none"> <li>→ Either you or your employer have the right to terminate the employment contract by providing the other party with at least a 3-month notice for workers paid monthly, and 1-month notice for all other workers.</li> <li>→ If you or your employer do not abide by the notice period, you owe the other party compensation for the period equivalent to the notice period.</li> </ul> <p> <b>(ARTICLE 44 OF LABOUR LAW)</b></p> <ul style="list-style-type: none"> <li>→ You have the right to terminate your employment contract without giving notice in the following situations: <ul style="list-style-type: none"> <li>a. If the employer does not abide by the terms of the contract or the provisions of the law;</li> <li>b. If the worker was assaulted by or by provocation from either the employer or his deputy;</li> </ul> </li> </ul>

**TERMINATION OF  
EMPLOYMENT &  
CHANGING JOBS**  
(continued)



- c. If continuing work will endanger his safety and health pursuant to the decision of the medical arbitration committee at the Ministry of Health.
- d. If the employer or his deputy committed an act of cheating or fraud with regard to work conditions upon signing the contract.
- e. If the employer has accused the worker of committing a punishable act and the final verdict acquitted him.
- f. If the employer or his deputy commits an act that violates public morals against the worker.



 (ARTICLE 48 OF LABOUR LAW)

- Your employer may terminate your contract without notice in limited circumstances, including a mistake that has caused a large material loss for the employer, fraud, or divulgence of company secrets.

 (ARTICLE 41 OF LABOUR LAW)

- If your contract is not for a fixed-term, both you and your employer must provide each other 3 months notice if you wish to end the contract. If your contract is for a fixed term, both you and your employer must provide each other one month notice.
- If either you or your employer does not abide by the notice period, you will owe the other party compensation equal to your wages for the notice period

<p><b>TERMINATION OF EMPLOYMENT &amp; CHANGING JOBS</b> (continued)</p>	<ul style="list-style-type: none"> <li>→ If your employer provides you with notice, you are allowed one day or 8 hours per week to look for another job. This absence is paid, but you must notify your employer at least one day in advance.</li> <li>→ You can't be terminated while you are on a legally permitted leave, for joining a trade union, or for your gender, race, or religion.</li> </ul> <p> (ARTICLE 44 OF LABOUR LAW)</p>
<p><b>END OF SERVICE BENEFITS</b></p>	<ul style="list-style-type: none"> <li>→ If your employment relationship ends, the employer is obligated to provide you with the end-of-service benefit as follows: <ul style="list-style-type: none"> <li>» If you are paid on a daily, weekly, hourly or piecework basis, you are entitled 10 days remuneration for each of the first five years of service and 15 days remuneration for each year thereafter. Total end of service benefits will not exceed one year's remuneration.</li> <li>» If you are paid on a monthly basis, the end-of-service payment is 15 days' wages for each of the first five years of service, prorated for any partial year, and one month's wages for any following years. The total end of service benefits is limited to 1.5 years' wages.</li> </ul> </li> <li>→ You are entitled to receive an end-of-service benefit for any partial year of service in proportion to the duration of your employment with the employer.</li> </ul> <p> (ARTICLE 51 OF LABOUR LAW)</p>

<p><b>END OF SERVICE BENEFITS</b> (continued)</p>	<ul style="list-style-type: none"> <li>→ If you are terminated for a mistake that has caused a large material loss for your employer, fraud, or divulgence of company secrets, your employer may withhold your benefits. You are entitled to dispute this dismissal.</li> <li>→ If you terminate the contract for reasons other than the employer misconduct mentioned above, you may forfeit some of your end of service benefits.</li> </ul> <p> (ARTICLE 51-53 OF LABOUR LAW)</p>
<p><b>YOUR IDENTIFICATION DOCUMENTS</b></p>	<ul style="list-style-type: none"> <li>→ You have the right to retain your passport and other travel documents.</li> <li>→ Your employer is legally prohibited from withholding your passport.</li> </ul> <p> (ARTICLE 38 MINISTERIAL ORDER NO. 27 OF 2021)</p>







