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# Know Your *Rights*

QATAR LABOUR LAW

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# Know Your Rights


## QATAR LABOUR LAW



**NOTE:** This document sets out only some of workers' rights as outlined in the Qatar laws and regulations; there are additional rights. You should contact the Ministry of Labour (MoL) with any questions, complaints, and concerns. You can contact the Ministry on their helpline: **16505 - 44068979**, or through the uniform complaints platform or whistleblower application at mol.gov.qa



Unless otherwise noted, the laws referenced in this guide are from Qatar Labour Law No. 14 of the Year 2004, as amended.

*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>→ You have a right to keep a copy of the Service Contract you sign with your employer. The Contract, in the standard template of the Ministry of Labour, should include:<ul style="list-style-type: none"><li>» Name of employer and place of work,</li><li>» The kind of work, you will do and where you will do it</li><li>» Duration of the contract</li><li>» Your salary, the time, and method of payment</li></ul></li><li>→ The contracts will be in three copies, one for the employer, one for you and one registered with the ministry.</li></ul> <p> <b>(ARTICLE 38)</b></p>

<p><b>PROBATION PERIOD</b></p>	<ul style="list-style-type: none"> <li>→ Your probation period cannot exceed 6 months.</li> <li>→ Your employer must give you 1 month's notice if they wish to terminate your services during the probation period.</li> <li>→ You must give one month's notice if you are terminating employment to join another employer.</li> <li>→ You must give two months' notice if you are leaving the country.</li> </ul> <p> (ARTICLE 39)</p>
<p><b>WAGES</b> <i>Including Overtime &amp; Deductions</i></p>	<ul style="list-style-type: none"> <li>→ The minimum wage is QR1000</li> <li>→ If the employer does not provide you with accommodation and food, you must be provided an allowance of QR500 and QR300 respectively.</li> <li>→ Your salary must be paid through the Wage Protection System and be deposited in a local bank within 7 days of the due date.</li> <li>→ Your employer cannot make any deductions except for the following reasons: <ul style="list-style-type: none"> <li>» As per a court ruling, but not exceeding 35% of your wages.</li> <li>» Repayment of a loan, limited to 10% of wages. No interest can be charged</li> <li>» Disciplinary action, limited to five 5 days wages for a single offence or 5 days per month.</li> <li>» For damages caused by your negligence, limited to 7 days remuneration per month, after investigations have been completed.</li> </ul> </li> </ul>

<p><b>WAGES (continued)</b> <i>Including Overtime &amp; Deductions</i></p>	<ul style="list-style-type: none"> <li>→ Total deductions cannot exceed 50% of your wages in a month.</li> <li>→ You are entitled to overtime payment for additional hours you work above your regular working hours, at the following rate: <ul style="list-style-type: none"> <li>» 125% of normal pay for overtime done during the day or on public holiday</li> <li>» 150% of normal pay for work between 9pm and 3am or a Friday (except for shift workers). If you work on your rest day, you are entitled to a compensatory rest day, and a day's wage; or a day's wage plus an increment of at least 150%.</li> </ul> </li> </ul> <p> (ARTICLES 65 TO 72 LAW NO. 17 OF 2020)</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 or 48 hours per week.</li> <li>→ The maximum working hours during Ramadan are reduced to 6 hours a day or 36 hours a week.</li> <li>→ Your employer can ask you to work extra hours provided that the extra hours do not exceed 2 hours per day, unless the work is required to prevent serious loss or accident or to mitigate its effects.</li> </ul> <p> (ARTICLES 73 &amp; 74)</p>
<p><b>REST &amp; BREAKS</b></p>	<ul style="list-style-type: none"> <li>→ You are entitled to a weekly rest day of not less than 24 consecutive hours with full pay.</li> <li>→ You are entitled to at least an hour break after 5 consecutive hours of work.</li> </ul>

<p><b>REST &amp; BREAKS</b> (continued)</p>	<p>→ If you work on your weekly rest day, you should be compensated with another day off and be paid your normal pay, or 150% of your normal pay.</p> <p> (ARTICLE 75)</p>
<p><b>SICK LEAVE &amp; HEALTH INSURANCE</b></p>	<p>→ You are entitled to sick leave after 3 months of service by furnishing a medical report issued by a competent physician.</p> <p>→ The entitlements are as follows:</p> <ul style="list-style-type: none"> <li>» Fully paid leave for two weeks</li> <li>» 50% pay for the following four weeks</li> <li>» After six weeks, unpaid sick leave up to a maximum of 12 weeks.</li> </ul> <p>→ Your services may be terminated at the end of 12 weeks, if a licensed physician issues a report that you are unable to resume work.</p> <p>→ If you resign due to sickness before the end of six weeks and, with the approval of a physician your employer must pay the balance of the entitlements.</p> <p>→ The same applies for death due to sickness before the end of six weeks.</p> <p>→ In the calculation of your end of service benefits, the 12-week sick leave period will be considered as part of your service period.</p> <p> (ARTICLE 82)</p> <p><i>Note: The Healthcare Services Law No. 22 of 2021 (the Insurance Law) requires employers to provide workers with health insurance through private insurance companies, but it has not yet been implemented.</i></p>

## **ANNUAL LEAVE & SPECIAL LEAVES**

### **Annual Leave**

- You are entitled to not less than 3 weeks of paid annual leave after 1 year or service.
- You are entitled to not less than 4 weeks of paid annual leave if you've been in service for 5 years or more.
- You are entitled to fractions of the year in proportion to the period of your service.

### **Other leave with full remuneration**

- 3 working days for Eid El-Fitr.
- 3 working days for Eid Al-Adha.
- One working day for Qatar National Day (December 18).
- 3 working days as specified by the Employer.
- Muslim workers are entitled to special leave without remuneration not exceeding twenty days for the performance of the pilgrimage duty once throughout their service period.
- 50 days maternity leave with full pay after 1 year of service.
- Daily 1-hour nursing break for a period of 1 year following the birth of your child.
- If you suffer from pregnancy-related health issues you are entitled to 60 days of unpaid leave.

 (ARTICLES 78-85 & 96-97)

## **TERMINATION OF EMPLOYMENT & CHANGING JOBS**

- You can change jobs or terminate your job at any point during your employment contract, including the probation period. The following conditions apply:
  - » If you leave Qatar without completing the notice period, you will not be able to return to work in Qatar for one year from the date of leaving the country.
  - » If you have completed at least one year of employment and have not committed any violations (described in Article 61) the employer must also continue to provide food and accommodation during the notice period.
  - » If you have worked for the employer for 2 years or less, the notice period is 1 month; if you have worked for more than 2 years, the notice period is 2 months.
  - » If your employer terminates you without observing the notice period, they must pay you a compensation equivalent to your basic wage for the notice period.
  - » If you terminate your contract without observing the notice period, you must pay your employer compensation equivalent to your basic wage for the notice period.
  - » Your employer may terminate the employment contract during the probation period if they find out that you are unfit to carry out your duties. They must give you one-month's notice through the MoL's electronic system.






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

- » If you are terminated at the end of your contract, and you are going back to your country, your employer must pay for your air ticket.
- » You are not responsible for any payment to change jobs. Your new employer must compensate the current employer for, including recruitment fees and air tickets (if applicable),.
- » If your current employer has not fulfilled their legal and contractual obligations, including payment of wages, you can change jobs without giving any notice. You should submit a complaint to the Ministry of Labour's Unified Platform for Complaints and Whistleblowers.
- » If your current employer cancels your Qatar ID before you have submitted your job change application you need to first submit a complaint either through the MoL's Unified Platform for Complaints and Whistleblowers or by going to the MoL in person. Upon the Ministry's review of your complaint, you will have to submit a signed letter in Arabic addressed to the Head of the Labour Relations Department requesting to reactivate your QID.

 (DECREE-LAW NO. 18/2020)

*\*\*\*Note that while the immigration law no longer requires an NOC, in practice a signed resignation letter from your current employer may still be needed.*

<p><b>END OF SERVICE BENEFITS</b></p>	<ul style="list-style-type: none"> <li>→ When your employment relationship ends and you have completed at least one year of service, your employer is obligated to provide you with the end-of-service benefit as follows: <ul style="list-style-type: none"> <li>» Three weeks of your basic wage for every year of service.</li> </ul> </li> <li>→ Your employer may deduct from your end of service benefits any amount owed to them.</li> <li>→ If your period of service began before the enforcement of the Labour Law (6 January 2005), calculation may be in accordance with the terms of the previous Labour Law (Qatar Law No. (3) of 1962).</li> </ul> <p> (ARTICLE 54)</p>
<p><b>RECRUITMENT FEES</b></p>	<ul style="list-style-type: none"> <li>→ Charging recruitment fees or any other related costs is prohibited.</li> </ul> <p> (ARTICLE 34)</p>
<p><b>YOUR IDENTIFICATION DOCUMENTS</b></p>	<ul style="list-style-type: none"> <li>→ You have a right to keep your passport, and any other travel document in your possession, except when your employer needs it for purposes such as filing for resident permits or passport renewal.</li> <li>→ You may give written permission, for your employer to hold your documents for safekeeping.</li> </ul> <p> (SECTION 8(3) OF LAW NO. 21 OF 2015)</p>



