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Qatar

Employer Guide

2024

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INTRODUCTION

Keeping well informed about evolving legal changes and staying vigilant regarding upcoming developments remains essential. Our annual Qatar Employer Guide offers a concise overview of the latest developments in employment law, addressing key concerns.

Employment in Qatar is primarily governed by Law No. (14) of 2004 (Qatari Labor Law) and is supplemented by various ministerial decisions.

During the COVID-19 pandemic and up until the hosting of the prestigious FIFA World Cup event in 2022, the Qatari government reformed its employment laws for the purpose of improving working conditions and broadened the range of online services for processing employment- and visa-related applications.

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EMPLOYMENT RELATIONSHIP

I. PRE-EMPLOYMENT

Immigration/Visa Requirements

Non-Qatari employees must be sponsored by an employer that is duly established in Qatar in order to obtain work visas and residency permits to work and reside in Qatar.

Non-Qatari employees with valid residency permits earning monthly salaries of QAR10,000 and above may sponsor their spouses and dependents to reside in Qatar.

Reference/Background Checks

An employer may request a reference from an employee's previous or current employer directly; however, there is no statutory obligation for the previous employer to respond to the information request.

The Qatari Labor Law entitles an employee to request and obtain, upon termination or expiry of employment, a certificate from the employer setting out:

- The period of the employment.
- The nature of the work performed by the employee during the employment.
- Details of the employee's remuneration package.

Police and Other Checks

Police checks are carried out by the Qatari immigration authorities (through the Criminal Evidence and Information Department) prior to the granting of residency permits.

Medical Examinations

Non-Qatari employees are required to undergo a medical exam for the screening of certain statutory-prescribed diseases in order to qualify for a residency permit in Qatar.

Minimum Qualifications

Non-Qatari employees must provide their educational qualifications (and any other relevant professional accreditations) as supporting documentation for the work visa application by the employer. The educational qualifications will need to be commensurate to the job description in the work visa application (e.g., a work visa application for an engineer will need to be supported by engineering educational qualifications and accreditations from any other relevant professional accrediting bodies).

II. TYPES OF RELATIONSHIPS

Employee

Employees may be employed on a temporary, full-time, fixed-term, or open-ended contract. Each type of employment relationship carries different rights and obligations for the employer and the employee.

Independent Contractor

Due to the requirements of immigration and sponsorship in Qatar, it is very rare to come across non-Qataris acting as independent contractors in their own right. At the very least, independent contractors must be duly licensed to carry out their services, and in order to do so, they will need to be under the

sponsorship of a Qatari person or company that is so licensed. It is therefore likely that an independent contractor's services would be provided within the context of a service agreement with the duly licensed Qatari company or person.

Labor Hire

Temporary manpower supply is a highly regulated commercial activity that can only be carried out by properly licensed entities in Qatar. There are, however, various instances of companies hiring out workers (mainly unskilled laborers, cleaners, or domestic workers) under their sponsorship to third parties on an unregulated basis. Due to criticism that Qatar has previously received for the treatment of non-Qatari workers, there has been much stricter enforcement by the Qatari authorities to clamp down on such unregulated manpower supply.

III. INSTRUMENTS OF EMPLOYMENT

Contracts

The terms and conditions of employment must be in writing, in Arabic, executed by the employee and employer, and filed with the Labor Department within the Ministry of Labor (MoL) as part of the immigration process. The Labor Department regularly issues a template employment contract for use, and changes to such template will need to be approved by the Labor Department before its registration.

Codes or Rules

The Qatari Labor Law applies to all employment relationships within Qatar (whether contracted in writing or orally) with the exception of employment relations in the Qatar Financial Centre. The Qatar Financial Centre is a special economic zone established by the government of Qatar to provide a platform for investment with 100% foreign ownership in the state. The Qatar Financial Centre is not a defined geographic area; however, it has its own employment regulations governing employment relations between employer entities registered in the Qatar Financial Centre and their employees.

Registered Agreements

As per "Contracts" above.

Policies

Policies are generally not mandatory. Any proposed disciplinary policies or procedures to be introduced by the employer must be approved by the Labor Department before they can be implemented.

IV. ENTITLEMENTS

Minimum Employment Rights

The Qatari Labor Law sets out the minimum rights and obligations of employers and employees and governs all employment relationships in Qatar, except for the following:

- Employment in the public sector.
- Employment with Qatar Petroleum or any of its affiliates.
- Employment in companies engaged in oil and gas exploration and production and petrochemical industries.
- The Qatar Armed Forces, other military authorities, and the police.
- Employment at sea.
- Domestic services (such as maids, drivers, cooks, gardeners, and similar roles).
- Employment in the agricultural sector.

Hours of Work

The limit on normal working hours is eight hours per day. Employees are also entitled to a minimum of one rest day per week (which in most cases is Friday). Employees can also be requested to work overtime hours, although the maximum number of hours worked in one day cannot exceed 10.

Reduced working hours apply during the month of Ramadan, when the limit on normal working hours is six hours per day. The maximum number of hours worked during Ramadan (including overtime) cannot exceed eight hours per day.

Annual Leave

There is a minimum entitlement of three weeks per annum for an employee who has worked for one year and whose period of service is less than five years, increasing to a minimum entitlement of four weeks per annum for an employee whose period of service is five years or more.

Maternity Leave

Female employees (who have completed a full year's service) are entitled to 50 days of maternity leave with full pay. Such maternity leave includes the period before and after the birth, provided that the period following the birth is not less than 35 days.

Sick Leave

Employees are entitled to sick leave (only after completing a period of three months in employment and only if supported by a certificate from a licensed physician approved by the employer) as follows:

- First two weeks with full pay.
- If the illness extends for a further four weeks, the employee will receive half pay during this period.
- Any subsequent period with no pay.
- If after 12 weeks the employee is unable to return to work, the employer may seek to terminate employment if it can prove (via a competent physician) that the employee is no longer able to resume work.
- If an employee resigns due to illness (with the approval of a competent physician) before the end of the six weeks in which he or she is entitled to paid sick leave, the employer will pay out the remaining amount of the employee's entitlement.

Public Holidays

Employees are entitled to leave with full pay on public holidays as announced by MoL for the public sector on the following occasions:

- Eid al-Fitr – three days.
- Eid al-Adha – three days.
- Independence Day – one day.
- National Sports Day – one day.
- Designated days at the discretion of the employer – three days.

Special Leave

Muslim employees are entitled, during the course of service (only permitted once), to special leave of up to 20 days without pay for the Hajj pilgrimage.

Health Insurance

An employer is obliged to procure basic health insurance for its employees, pursuant to the provisions of the Healthcare Insurance Law issued at the end of 2021. Furthermore, the Healthcare Insurance Law provides that an employer must procure such insurance before it can apply for a residence permit and work visa for an employee.

Wages/Discretionary Benefits

Wages

Without prejudice to any agreement providing higher wages to the employees, employers are obliged to comply with the minimum wage rules specified by a decision of MoL. Currently, the minimum wage is QAR1,000 per month for basic salary and, unless provided by the employer, monthly accommodation and food allowances of QAR500 and QAR300, respectively. Past employment contracts where employees have been employed at less than the prescribed minimum wage scheme must be updated in light of this change.

Bonuses

Employers are free to choose to incentivize employees by including bonus provisions in employment contracts. Bonuses are usually dependent on individual, department, or business performance and are usually paid at the employer's discretion.

Allowances

Employers are required to indicate the allowances provided to employees in the employment contract. Typically, the standard template contract of employment will set out categories of housing and transportation allowances that must be completed. Along with the implementation of the minimum wage scheme as described above, employers must also provide certain minimum allowances for housing and for food.

TERMINATION OF EMPLOYMENT

I. GROUNDS

Unlimited-Term Contract

Employment can be terminated by mutual agreement of the parties. Either party may also unilaterally terminate the contract by giving written notice (or payment in lieu) to the other party.

Fixed-Term Contract

Employment can be terminated by mutual agreement, upon service of written notice (or payment in lieu), or at the expiry of the agreed term.

Dismissal for Cause

An employer may terminate the employment without providing any notice, any termination entitlement (such as end-of-service gratuity payment), or compensation in the event of serious misconduct, including, but not limited to:

- If the employee commits a violation of the employer's disciplinary procedures (that have previously been approved by the Labor Department) and such violation permits dismissal for cause.
- If the employee assumes a false identity or nationality or submits false certificates or documents.
- If the employee commits an act that causes gross financial loss to the employer. The Labor Department needs to be notified of the incident within 24 hours of it taking place.
- If, on more than one occasion, the employee violates the employer's policies on the safety of the employees and the workplace despite being notified in writing. Policies must be posted in a conspicuous place.
- If, on more than one occasion, the employee fails to carry out his or her essential duties under the service contract or Qatari Labor Law despite being notified in writing.
- If the employee discloses the secrets of his employer.
- If, during working hours, the employee is drunk or under the influence of drugs or commits an assault.

II. MINIMUM ENTITLEMENTS

Payments/Notice

The notice period for termination must be one month for an employee who has served no more than two years of service. Where the employee has been employed for more than two years, the notice period must be two months.

The employer and employee may also terminate the employment contract during the probation period by serving notice as below:

- An employer may dismiss an employee during the probation period if such person is unfit to carry out his or her duties, provided that notice of at least one month is provided.
- In the case of an employee:
 - If he or she has secured alternative employment in Qatar, he or she must serve at least one month's notice to the employer. The new employer is under an obligation to compensate the previous employer a portion of the recruitment fees and air ticket incurred, if any, provided that such amount does not exceed two months of the employee's basic salary.

- If he or she intends to leave the country, an employee must serve notice in accordance with the period agreed between the parties, provided that such notice does not exceed two months.

If a party fails to comply with the above-mentioned notice periods, such party will be liable to compensate the other party for an amount equivalent to the employee's basic salary for the notice period.

In both cases, the employer can choose to terminate the contract immediately by paying the employee in lieu of notice.

Employees remain entitled to their contractual rights during the notice period, provided that they continue to perform their duties during such period.

Statutory Entitlements

Upon termination, an employee is generally entitled to payment of the following:

- Accrued but unused vacation.
- Accrued salary and allowances up to the date of employment.
- End-of-service gratuity payment.

Upon completion of one year of continuous employment with the same employer, the employee is entitled to an end-of-service gratuity calculated (pro rata) on the basis of at least three weeks' basic salary (excluding all allowances and discretionary payments) for each year of service. This is a non-waivable entitlement of the employee payable on or around the date of termination of the employment contract. The only way employers can avoid paying an end-of-service gratuity is if they offer an equivalent or better end-of-service benefit than the one prescribed by the Qatari Labor Law.

III. REDUNDANCY

Genuine Redundancy

The Qatari Labor Law does not contain detailed provisions on redundancy and, at law, employers are generally allowed to terminate the employment contract (subject to its terms) without providing a reason for doing so.

Recent changes, however, were made to the Qatari Labor Law that permit an employer to terminate employment contracts due to economic or restructuring reasons, provided that it serves 15 days' prior notice to MoL that details: (i) the supporting reasons for the employer's decision, (ii) the number of employees likely to be affected by such decision, and (iii) the time frame for carrying out such exercise.

IV. REMEDIES

Dismissal Action

All disputes must be referred to the Labor Department. If no resolution is reached amicably between the disputing parties, the department is under an obligation to refer the dispute to the Labor Dispute Resolution Committee within the Labor Department for resolution. The committee is tasked and empowered to process and review such claims on an urgent basis, and a decision must be issued within three weeks from the date of the first hearing session. If a disputed party is not satisfied with the decision of the Labor Dispute Resolution Committee, such party may appeal before the local courts.

BUSINESS TRANSFER AND RESTRUCTURING

I. LEGAL REQUIREMENTS

Transfer of Employment

Transfer of employment from one employer to another requires the approval of the Labor Department. On occasion, such transfers may be rejected by the Labor Department where the new employer has been found by the Labor Department to be noncompliant with its obligations under the Qatari Labor Law.

Transfer of employment of non-Qatari employees generally also requires a transfer of sponsorship to the new employer (unless the non-Qatari individual is sponsored by a spouse or parent). Transfers of sponsorship are subject to the approval of the Ministry of Interior, but an employee is no longer required to produce a no-objection certificate from the current employer.

II. RESTRUCTURING

Notification

Any variation to the employment contract will require mutual agreement between the employee and the employer. If the employment needs to be shifted to another group entity, the employment contract will need to be terminated and the employee rehired by the other entity.

Consultation

The Qatari Labor Law is silent on consultation.

PROTECTION OF ASSETS

I. CONFIDENTIAL INFORMATION

Employees are barred from divulging confidential information (i.e., trade secrets and information not in the public domain) relating to their employer either for their personal benefit or for benefit to a third party. Disclosure of confidential information could give rise to both civil and criminal liability.

II. CONTRACTUAL RESTRAINTS AND NON-COMPETES

For non-compete clauses to be enforceable, proof would need to be provided to the Labor Department that the future employment of the employee is in direct competition with the previous employer's business and that the employee has been privy to the previous employer's trade secrets. Non-compete undertakings or covenants by an employee cannot exceed one year in duration.

III. PRIVACY OBLIGATIONS

Unless the employee has provided a written waiver, employers have a duty not to disclose confidential information relating to their employees, even if such information was obtained through a third party.

IV. WORKPLACE SURVEILLANCE

Considering the potential sanctions under the Qatari Penal Code for intrusion into an individual's private life, a key consideration for employers is if the employees have a legitimate expectation of privacy in their workplace. If so, employers may need an employee's consent for surveillance.

V. WORKPLACE INVESTIGATIONS

Revealing the details of an investigation that may involve sensitive personal information relating to an employee without that employee's consent may arguably lead to sanctions under the Qatari Penal Code.

WORKPLACE BEHAVIOR

I. MANAGING PERFORMANCE AND CONDUCT

Employment contracts may provide for management of employee performance and conduct.

II. BULLYING AND HARASSMENT

Bullying

There are no specific anti-bullying provisions within the Qatari Labor Law; however, if the employer has issued a code of conduct or disciplinary procedures that have been approved by the Labor Department, these could include anti-bullying provisions and related disciplinary sanctions.

Harassment

If the employer has issued a code of conduct or disciplinary procedures that have been approved by the Labor Department, these could include anti-harassment provisions and related disciplinary sanctions. Harassment of females can also be deemed to be a violation of the Qatari Penal Code in some circumstances.

III. DISCRIMINATION

Priority in employment is given to Qatari nationals over non-Qataris. Furthermore, it is relatively common practice in Qatar for different pay scales to apply to Qataris and to non-Qataris.

The Qatari Labor Law requires that female employees be paid and given the same opportunities for training and promotion as their male counterparts performing the same work. However, the Qatari Labor Law also includes specific provisions regulating the employment of women in the workplace. For example, employers are not allowed to employ women in “dangerous or arduous works, works detrimental to their health, morals or other works specified by a decision of the MoL.”

IV. UNIONS

Representation

Qatari employees in establishments employing at least 100 employees can form a Workers Committee. An individual Workers Committee can join larger groupings or a “General Committee,” which represents workers across the same or interrelated industries. Strikes are permitted, provided they follow the rules of the Qatari Labor Law. Notwithstanding this, industrial action by Qataris is extremely rare.

Right of Entry

Only Qatari nationals can become members of a Workers Committee or General Committee.

Industrial Disputes

All disputes between employers and employees are initially heard by a joint committee comprising representatives of the employer and the employees. If the joint committee fails to settle the dispute, the dispute is referred to the Labor Department for mediation between the parties. If the mediation fails, the dispute is then referred to an arbitration committee comprising the Minister of Labor; the Qatar Chamber of Commerce and Industry; and a representative nominated by the General Union of Workers in Qatar. The arbitration committee has the power to render a final ruling on the dispute.

V. REMOTE/HYBRID WORK

Around September 2022, the government of Qatar announced the lifting of almost all precautionary measures implemented to curb the spread of COVID-19, including those which apply to the workplace. Social distancing and the wearing of face masks are no longer required except in healthcare facilities.

There is no formal guidance on remote/hybrid working models in Qatar. Employees who are vulnerable or at risk may be allowed to work remotely at the discretion of the employer.

While COVID-19 restrictions have been lifted, an employer still has a general duty to protect its employees and maintain workplace health and safety. Actions that can be taken by employers include adapting workplaces to ensure that physical distance is maintained, raising awareness of recommended measures to prevent the spread of any viruses, and ensuring workplace cleanliness and hygiene.

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