

### **Is there a form of employment contract mandated for use between employers and employees in Qatar?**

No. The Ministry of Labor no longer requires that a specific (Ministry mandated) form of contract be used between employers and employees. Traditionally, it was required, and thus employers were bound by the terms which they could impose on their employees. In recent years, however, this Ministerial practice has been abandoned, although from time to time the Ministry may express concerns with respect to particular terms which an employer seeks to impose on its employees under contract.

### **What is the process for contracting with employees in Qatar?**

Employment contracts in Qatar must be entered into with employees in Arabic (although may appear in dual-language format) and submitted to the Ministry of Labor for its approval in order to obtain a residency permit for expat employees. Contracts containing terms which are contrary to Qatar law or otherwise of concern to the Ministry, may not be approved. For this reason we recommend prior liaison with the Ministry to try and ensure that an employer's standard form of contract is broadly acceptable to the Ministry.

While the informal practice of employers in Qatar entering into two separate forms of employment contract with an employee continues (one form being approved by the Ministry and another form entered in the home jurisdiction), this is not recommended as disputes between employer and employee are unnecessarily complicated and exacerbated when governed by conflicting employment agreements.

### **To whom is the Qatar Labor Law intended to apply? Are there any exemptions and can a foreign law be stipulated as the governing law of an employment contract?**

Subject to certain very limited exemptions, Qatar Labor Law applies to all employers and employees in Qatar. While specialist advice should be sought to confirm whether a certain category of employees is exempted from the law, by way of example, there are exemptions for:

- Qatar Financial Centre licensed companies and their employees;
- Employees and workers of Ministries and other governmental bodies and public institutions;
- Employees and workers of corporations and companies established by Qatar Petroleum;
- Offices and members of the armed forces and police, and the workers employed at sea;
- Workers employed in "casual works;" and
- Persons employed in domestic employment such as drivers, nurses, cooks, gardeners and similar roles.

Notwithstanding the foregoing, the Qatar Civil Law permits employment contracts concluded by employers with their employees and workers, to be subject to the law of the state where the head office of such businesses is located, provided however, that if the head office of those businesses is abroad and their branches in Qatar are the ones who concluded such contracts, Qatar law must apply. The interpretation of this provision is the subject of some debate in Qatar and has not consistently been enforced by the Qatar Courts. We accordingly recommend seeking specialist advice in relation to your individual circumstances, before proceeding to adopt any foreign law as the governing law of a Qatari employment contract.

## **Must employees be employed on a fixed term basis?**

No. Employees in Qatar may be engaged on either a fixed or an unlimited term contract, however, the nature of the contract in this regard will in turn dictate certain other terms, such as rights to termination and termination notice requirements. While unlimited term contracts are generally considered to provide an employer with greater flexibility with regard to termination, such form of contract will not be appropriate for all employers.

## **Can an employer terminate an employment contract without cause?**

Not necessarily. If an employment contract is stipulated to be of an indefinite duration, then either the employer or employee may terminate it without cause but subject to specific termination notice requirements (which vary depending on how long the worker has been employed). If, however, the contract is of a fixed term, then its termination is required to be in accordance with specific permitted grounds of termination as provided for under the Qatar Labor Law.

## **What are the key employee rights under the Qatar Labor Law?**

The employee entitlements stipulated under the Labor Law are stated in the law to represent the minimum entitlements, such that any purported waiver or contradicting term of the entitlements, is void, unless more favorable to the employee. Careful consideration needs to be given in each case as to whether an alternate benefit is in fact more favorable (irrespective of the employee's view) and how to contractually structure employer-employee agreement as to such benefit to ensure its enforceability.

The law mandates the minimum rights of all non-exempt employees, in areas ranging from annual leave and public holiday entitlements, religious pilgrimage and sick leave entitlements, maternity leave and nursing entitlements, end of service gratuity entitlements, and travel and repatriation entitlements for expat employees. In addition, the maximum working hours (including overtime) and rest break entitlements are regulated under the Law, and legal advice is recommended for employers who wish to understand the applicability of these provisions to their workplace.

## **What happens in case of a dispute with an employee in Qatar?**

Labor disputes between employers and employees in Qatar are regularly (and in some cases, compulsorily) dealt with at first instance by the Ministry of Labor, where an employee files a complaint in writing with the Ministry. In such instance, the employer is generally required to respond to the complaint in writing within a stipulated timeframe, before a final binding decision is made by the Ministry. Disputes may otherwise be referred to the Labor Division of the Qatar Courts, where they are likely to be protracted and generally take two to three years to resolve. For this reason, depending on the amount of damages being pursued, an out of court settlement may be advisable in some circumstances.

Special procedures apply in relation to "collective" disputes involving some or all of an employer's employees, and legal advice is again recommended in such circumstances.

## **What employer obligations exist with respect to "Qatarization?"**

The Labor Law gives priority of employment to Qatari workers, although non-Qatari personnel may be employed if the approval of the Labor Department is obtained, work permits have been issued and if there is need for such staff. In order to employ a non-Qatari worker the employer may be required to demonstrate the unavailability of a qualified Qatari worker registered with the Labor Department to carry out the work. This is done by way of a petition which is filed with the Department, arguing the business case of the proposed employee to the business. The Labor Department has discretion to determine the proportion of non-Qatari workers to Qatari workers in each company. The Minister may also prohibit the employment of non-Qatari workers in any sectors where the public interest may necessitate such prohibition.

## **What residency and work visa requirements exist with respect to expatriate employees?**

A permanent residency visa is required both for persons intending to work in Qatar and for their dependents. Residency visas are granted to persons holding employment contracts to work in Qatar, and are generally valid for a one- or two-year period. Upon arrival in Qatar, those seeking residency status need to go through an immigration process in order to obtain their residency permit. Employers normally arrange the necessary appointments, which include a medical examination, fingerprinting, and blood testing. It is commonplace to make an employee's employment contract, conditional on them successfully obtaining their residency visa, in case for health or other reasons, it is denied.

In addition to a residency visa, an employee engaged to work in Qatar must also obtain a work permit. Work permits may be obtained only by "local sponsors." Employees may, in turn, sponsor their immediate family members for residency permits. Holders of work visas require an exit permit from their employer to leave Qatar, however, there is no such requirement for dependents wishing to travel abroad. A person employed in Qatar is restricted to working solely for his or her employer/sponsor unless seconded to work for another party under a Ministry-issued secondment permit or unless working for a wholly-owned branch office of their sponsor (although we note that this practice has only been permitted for a limited period, and its permissibility should ideally be re-confirmed with officials prior to undertaking such arrangement).

It is also possible under certain circumstances to transfer sponsorship to another employer/sponsor upon granting of a release letter by the current sponsor. This process, however, is not always easily and/or quickly accomplished and the Immigration Department at the Ministry of Interior does from time to time refuse certain categories of sponsorship transfer.

## What foreign employment laws apply to foreign employers operating in Qatar?

We routinely advise on US employment laws which apply to American companies operating abroad, including the American with Disabilities Act of 1990, Title VII of the Civil Rights Act of 1964 and the Age Discrimination in Employment Act of 1967. Our Global Labor & Employment Practice is well qualified to advise on these and similar laws in Europe, Asia and other jurisdiction which may apply.

## Contact details

### Michael Palmer

Of Counsel

E [michael.palmet@squirepb.com](mailto:michael.palmet@squirepb.com)

### Susan B. Bastress

Managing Partner - Doha

E [susan.bastress@squirepb.com](mailto:susan.bastress@squirepb.com)

### Caroline Noblet

Partner

E [caroline.noblet@squirepb.com](mailto:caroline.noblet@squirepb.com)

### Susan M. DiMichele

Partner

E [susan.dimichele@squirepb.com](mailto:susan.dimichele@squirepb.com)

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