



# Employment Standards Office

## COMMENTARY TO THE QFC EMPLOYMENT REGULATIONS

VER 1 – 23 JANUARY 2023



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## Introduction

This document has been prepared by the Employment Standards Office (**ESO**) of the Qatar Financial Centre (**QFC**) with the purpose of providing guidance to employers, employees and their representatives on the QFC Employment Regulations VER 7 - JUNE 2020.

This document provides non-binding general comments on the application of the provisions of the QFC Employment Regulations, where applicable.

The comments provided are intended for guidance purposes only and are not binding. They do not constitute a legal advice or a legal opinion. Neither the QFC Authority nor the ESO shall be responsible for any liability that may arise from the use of or reliance upon this document and expressly excludes any such liability to the maximum extent permitted by applicable law.

The ESO reserves all rights relating to any matter addressed herein in relation to enforcement including its ability to investigate, determine or otherwise take any action in relation to the subject matter hereof.

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## PART 1 – APPLICATION, INTERPRETATION AND COMMENCEMENT

### **Article 1 – Citation**

These Regulations may be cited as the Employment Regulations.

### **Article 2 – Application**

(1) These Regulations shall apply in the QFC.

(2) These Regulations shall apply to:

(A) Employees of the QFC Authority, the Regulatory Authority, the Civil and Commercial Court and the Regulatory Tribunal;

(B) Employees of QFC Institutions; and

(C) Employees of QFC Entities.

(3) These Regulations shall not apply to persons who are employed as consultants or agents and those persons hired by any of the Employees identified in Article 2(2) who provide domestic services for such Employees.

(4) Subject to Article 25A, no laws, rules and regulations of the State relating to employment shall apply to Employees whose employment is governed by these Regulations.

#### Comments:

1. Subject to the clarification in comment 3 below, in practice any individual who is instructed, paid, and directed or controlled by a licenced QFC entity may be treated as an employee for the purposes of the Regulations and, therefore, subject to the Regulations.
2. Pursuant to Article 2(3) of the Regulations, individuals engaged as consultants or agents under a consultancy agreement or agency, who are not captured by the definition of 'Employee', will not be subject to the Regulations and the protection provided. Notwithstanding this exemption, all individuals who work for another person or enterprise (employer) for remuneration, according to the instructions and under the direction and/or control of the employer, will be considered as "Employees" and therefore subject to the minimum requirements under the Regulations, regardless of the term used to define their relationship with the Employer.
3. To ascertain whether an individual falls under the definition of 'Employee', consider the following indicators:
  - i. The individual supplies only labour
  - ii. Works mainly for his employer
  - iii. Is prohibited to work for other employers without the consent of the main employer
  - iv. Must perform the work personally
  - v. Cannot subcontract any work
  - vi. Performs the work at employer's premises or any other "agreed workplace"
  - vii. Does not provide work equipment or tools
  - viii. Works under the control and direction of the employer



- ix. Is paid a fixed hourly/weekly/monthly wage
  - x. Works for set hours or a given number of hours per week or month
  - xi. In case of overtime is usually entitled to additional pay or compensatory time off
  - xii. Is integrated in the organization of the employer
  - xiii. Has no personal financial risks
  - xiv. Has the right to daily and weekly rests
  - xv. Has the right to annual leave
  - xvi. Has the right to pay when absent for annual, maternity, sick leave and holiday
  - xvii. Has the right to reimbursement of work-related expenses.
4. Domestic workers, including those working for QFC employees, are regulated under a separate law – Qatar Law No. 15 of 2017, as amended – and are not subject to the Regulations.
5. Internship relationship is generally a relationship established between companies and students interested in gaining work experience in particular industries. Being the purpose of the internship to provide the student with an opportunity to gain a professional learning experience that offers practical work in their field of interest or study, the internship relationship does not normally fall under the definition of employment relationship and, therefore, is not ordinarily subject to the Regulations. However, in the event of a dispute on the actual nature of the relationship established between the parties, the indicators referred to in item 3 above should be considered.
6. The case of Chedid & Associates Qatar LLC vs Said Bou Ayash [2014] QIC (F) confirms the position stated under article 2(4) that the Regulations apply to the employment of persons by QFC entities and are the exclusive legislation applicable to employment in the QFC. With the exception of the State Retirement and Pension Law (Law No. 24 of 2002, as amended) dealt with by Article 25A of the Regulations, the State Labour Law and other laws applicable to employment in the State do not apply to employment relationships established in the QFC.

### **Article 3 – Commencement**

These Regulations shall come into force on the date of their signature by the Minister.

### **Article 4 – Language**

- (1) In accordance with Article 9 of the QFC Law, these Regulations are written in the English language and the English text thereof shall be the official original text. Any translation thereof into another language shall not be authoritative and in the event of any discrepancy between the English text of these Regulations and any other version, the English text shall prevail.
- (2) All contracts and other documents and written instruments provided for in these Regulations shall be made in the English language.
- (3) The Employer may accompany such contracts, documents or written instruments with translations into other languages but in case of any difference the English text shall prevail.

### **Article 5 – Definitions and interpretation**



The definitions of the words and expressions used in these Regulations and interpretative provisions applying to these Regulations are set out in Part 13.



## PART 2 – EMPLOYMENT STANDARDS OFFICE

### **Article 6 – Establishment of the Employment Standards Office**

- (1) An Employment Standards Office shall be established by the QFC Authority pursuant to Article 6 of the QFC Law.
- (2) The Employment Standards Office shall administer these Regulations and all aspects of employment within the QFC.
- (3) The Employment Standards Office shall be managed by the QFC Employment Standards Officer who shall determine its procedures and management.
- (4) The Employment Standards Office shall be subject to the supervision of the QFC Authority which shall have the power and function to:
  - (A) ensure that the Employment Standards Office exercises its statutory powers and performs its statutory functions;
  - (B) review the performance of the Employment Standards Office and the use of its resources; and
  - (C) give the Employment Standards Office written directions as to the furtherance of any of its objectives or the performance of its functions.
- (5) The QFC Authority may make rules to the extent set out in the QFC Law, these Regulations and any other Regulations conferring powers, duties or functions on the QFC Authority as it deems necessary or appropriate to enable it, the Employment Standards Office and the Employment Standards Officer to implement, carry out or enforce their duties, functions and powers under the QFC Law, these Regulations and any other Regulations.
- (6) The Ministry of Labour, the Ministry of Interior and all other relevant Ministries and State authorities and bodies shall cooperate with the QFC Employment Standards Office and provide all necessary assistance to achieve the objectives of these Regulations.

### **Article 7 – Role and functions of the Employment Standards Office**

The Employment Standards Office shall have the following functions:

- (1) to investigate any contravention of, and to enforce, these Regulations;
- (2) to maintain relations with all State authorities involved in matters addressed in these Regulations, to coordinate with such authorities in the implementation of these Regulations and any rules, policies or orders issued thereunder, to provide such authorities with any documents or material to which they have right under these Regulations and any applicable laws, rules or regulations of the State, and to represent the QFC in dealings with such authorities;



- (3) to keep and maintain in such form as it shall determine a register in respect of each Employee, to record in such register all documents and information which falls to be filed with or delivered to the Employment Standards Office in respect of Employees; and
- (4) all other functions provided for in these Regulations considered by it to be necessary, desirable or appropriate to achieve, further or assist in relation to any of the above

Comments:

1. In addition to its other functions, the ESO may investigate compliance with the Regulations at its own discretion, on a routine basis or on an *ad hoc* monitoring activity basis.



## PART 3 – GENERAL

### **Article 8 – No waiver of minimum standards**

- (1) The requirements set out in these Regulations are minimum requirements and a provision in an agreement to waive any of these requirements, except where expressly permitted under these Regulations, has no effect.
- (2) Nothing in these Regulations precludes an Employer from providing in any contract of employment, terms and conditions of employment that are more favourable to the Employee than those required by these Regulations.
- (3) A contravention of these Regulations constitutes a contravention of a Relevant Requirement under the QFCA Rules.

#### Comments:

1. There is no ability to contract out of the Regulations regardless of a mutual agreement between the parties. The minimum requirements under the Regulations must be complied with. Any attempt to contract out of the minimum entitlements due to an employee under the Regulations, and any waiver in respect of the same, is void.

### **Article 9 – Calendar**

The periods and dates indicated in this law shall be calculated according to the Gregorian Calendar. A calendar year means 365 days and a calendar month means 30 days.

#### Comments:

1. Time periods under the Regulations are in calendar days save where working days are specified (such as leave provisions).

### **Article 10 – Minors**

An Employer shall not employ a person who is under 18 years of age except with the consent of the legal guardian of such person and pursuant to rules issued under these Regulations.

#### Comments:

1. Although there is no minimum age threshold set out in the Regulations, for the purpose of the Regulations minors are considered those individuals between the age of 16 and 18 years. Employers who wish to employ individuals who have not attained the age of 18 years, either for work or for internship purposes (refer to Analysis 5 of Article 2 above in relation to 'Internships'), should consider drafting policies reflecting what they consider appropriate activities and behaviour and take into consideration insurance policies they hold or can obtain.



### **Article 11 – Liability of Employer for Employees’ conduct**

- (1) An Employer is liable for any act of an Employee done in the course of employment.
- (2) An Employer is not liable for an act of an Employee if the Employer proves it took reasonable steps to prevent the Employee from doing that act, or from doing, in the course of employment, acts of that description.

#### Comments:

1. With respect to Article 11(2) of the Regulations, which deals with employees’ conduct during the working hours, in practice employers will need to be able to evidence the reasonable steps taken in order to rely on such article, such as, for example, demonstrating they had a known policy or a code of conduct in place, written notices issued regularly, and training.
2. Whilst the Regulations do not apportion liability on employers for actions undertaken ‘outside the course of employment’, employers providing accommodation to their employees are recommended to have a clear conduct policy in place to manage employee expectations.

### **Article 12 – Immigration**

- (1) The Employer shall obtain an Employer’s Identity Card from the QFC Immigration Office in accordance with Article 8 of the Immigration Regulations.
- (2) Every Employer of Sponsored Employees must comply with the Immigration Regulations and all other QFC Regulations.

#### Comments:

1. The QFC Immigration Regulations are administered by the QFC Immigration Office and their latest version is available on the QFC website.

### **Article 13 – NOT USED**

### **Article 14 – Records**

- (1) The Employer shall maintain the following records:
  - (A) in respect of each Employee: his name, date of birth, nationality, job title, salary, date of commencement of employment, sponsorship status, academic and professional qualifications, annual and sick leave taken and any disciplinary measures taken against him;
  - (B) a payroll register showing the amounts of salary paid in respect of each Employee, any additional wages paid to the Employees, and the amounts of any deductions and the net wages received by each Employee;



- (C) a register of any work injuries showing the work injuries sustained by any Employee;
  - (D) an end of service register containing the names of the Employees whose services have been terminated, the dates and causes of the termination and any entitlements paid to them.
- (2) All of the above records shall be in English, updated as necessary, and kept at the Employer's principal place of business in the QFC and retained by the Employer for two (2) years after the employment terminates. If the Employer leaves the QFC prior to the expiry of the above two (2) year period the Employer must retain all of the above records at such place and in such form that permits such records to be accessible within a reasonable time for the remainder of the two (2) year period.
- (3) The Employment Standards Office may request an Employer to provide it the information contained in the above records.

Comments:

1. Information contained in the employee records must be provided to the Employment Standards Office upon request, and the submission of the employees' list is part of the employer's obligations.
2. When maintaining employee records employers must also ensure compliance with the QFC Data Protection Regulations 2021 (**QFC Data Protection Regulations**) and QFCA Data Protection Rules (**Rules**).
  - (i) The Data Protection Regulations and Rules should be read in full and considered carefully by each employer. They provide, amongst other things, that Data Controllers\* comply with the principles of Regulations to ensure Personal Data\* is Processed lawfully, fairly, and transparently, for specific, explicit and legitimate purposes for a specific purpose in a way that ensures that the data are appropriately secure. This includes the requirement to establish and maintain systems and controls to satisfy themselves that they are compliant with the core data processing principles.
  - (ii) The QFC Data Protection Regulations provide that Personal Data must be accurate and, where necessary, kept up to date. It must also be kept in a form which permits identification of individual data subjects for no longer than is necessary for the purposes for which the data was collected or for which they are further processed. To this end, employers will need to consider the format of their records, how they are stored, who has access to the data, how they are updated and how they will erase the data after the retention period has passed.
  - (iii) Employers must provide all employees with information on the purpose of Personal Data Processing\* and provide them with information on their rights to access or rectify incorrect Personal Data, and they must be provided with information on any third parties to whom their Personal Data is transferred when first collected.
  - (iv) Employees have several rights under the QFC Data Protection Regulations, these include the right of access to Personal Data held on them and a right to have incorrect Personal Data about them rectified. Employers need to have processes in place to identify and action these rights in a timely manner.



3. Note that under Article 61 of the Regulations, there is also a general requirement to "[...] *keep confidential all information and records obtained or provided under these Regulations [...]*".

\*As defined in the [QFC Data Protection Regulations](#) 2021



## PART 4 – NON-DISCRIMINATION

### **Article 15 – Prohibition on Discrimination**

- (1) Discrimination for purposes of these Regulations means a distinction based on personal characteristics relating to sex, marital status, race, nationality or religion, mental or physical disability that has the effect of imposing burdens, obligations or disadvantages on a person not imposed upon other persons or that withholds or limits access to opportunities, benefits and advantages available to other persons under these Regulations. In the case of mental or physical disability, such condition shall not constitute a basis for a discrimination claim unless it is of a long-term nature, generally no less than twelve (12) consecutive months in duration.
- (2) An Employer shall not:
  - (A) refuse to employ or refuse to continue to employ a person; or
  - (B) discriminate against a person regarding employment or any term or condition of employment,

because of that person's sex, marital status, race, nationality, religion, mental or physical disability, unless there is a bona fide occupational requirement.
- (3) For the purposes of these Regulations an Employer discriminates against a disabled person if the Employer fails to make reasonable adjustments to any physical feature of the workplace or practices that would, if made, enable the disabled person to otherwise meet the bona fide occupational requirements.
- (4) The Employment Standards Officer may determine what constitutes a bona fide occupational requirement under these Regulations.
- (5) An Employer must have policies and procedures implementing the requirements of this Article and must ensure they are known by their Employees.
- (6) An Employer may confer upon Employees who are of Qatari nationality benefits, including but not limited to, an increased salary, allowances, pension contributions and other entitlements that may be more than the benefits conferred upon Employees who are not of Qatari nationality. For the purposes of these Regulations, conferring such benefits shall not constitute a breach of the prohibition of discrimination.

#### Comments:

1. To comply with Article 15 of the Regulations, employers are encouraged to create an inclusive workplace that respects the dignity of every individual.



2. Employees can play an important role in creating and maintaining an inclusive workplace by understanding their and their colleagues' rights and responsibilities under Article 15 to:
  - (i) work in a respectful, inclusive work environment free of discrimination
  - (ii) be accommodating based on their needs related to the protected grounds in Article 15
  - (iii) make a complaint to the Commission for Conciliation and Adjudication (CCA) at the ESO if they believe discrimination occurred based on a protected ground under Art. 15
3. Employees are responsible for:
  - (i) carrying out their duties
  - (ii) complying with workplace regulations, rules, policies and legislation
  - (iii) informing the supervisor or manager of any discriminatory behaviour
  - (iv) treating colleagues, clients and the public with respect and dignity
  - (v) ensuring that they do not participate in discriminatory conduct based on a protected ground
  - (vi) informing the employer of their needs for accommodation based on the protected grounds under Article 15
4. The purpose of Article 15 is to ensure that the workplace is free of discrimination in all aspects of the employment process including recruitment, promotions, assignments and termination of employment. Although employers have the primary obligation, also employees have a responsibility to help employers create a workplace free of discrimination: they should not indulge in offensive behaviour at the workplace or away from the physical workplace and cooperate with, and participate in, the employer's attempts to accommodate the employee's needs that are protected under Article 15.
5. An employer's liability for discrimination is not necessarily limited to the workplace or working hours and can include, for example, discriminatory incidents during business trips, company events or other company-related functions.
6. Harassment is a form of discrimination and the person experiencing the harassment has the duty to inform the harasser that the behaviour is unwelcome. You may find additional information in the ESO Interpretations & Guidance No. 1/2019 "Harassment and Bullying in the Workplace" available on the QFC website.



## **PART 5 – WHISTLEBLOWING**

### **Article 16 – Whistleblowing**

Any person who in good faith raises concerns about or reports crimes, contraventions (including negligence, breach of contract, breach of law or requirements), miscarriages of justice, dangers to health and safety or the environment and the cover up of any of these by their Employer shall not be dismissed or otherwise penalised directly or indirectly for such acts, including in respect of any prohibition against disclosure of non-public information.

#### Comments:

1. Whistleblowing is the disclosure by a person, usually an employee, of mismanagement, corruption, illegality, or some other wrongdoing. It can refer to contraventions of any of the laws and regulations applicable to the QFC entities and, depending on the nature of the contravention, the whistleblowing is reported to different authorities (i.e. for contraventions of employment regulations the report must be filed with the ESO, for contraventions of financial services regulations, the report must be filed with the QFC Regulatory Authority).
2. The public value of whistleblowing has been increasingly recognised and persons who act as whistle-blowers, who may be the subject of retaliation by their employers, are protected in case they have initiated an investigation of an employer's activities or have otherwise cooperated with a regulator in reporting or carrying out an inquiry or the enforcement of regulations.
3. The purpose of Article 16 of the Regulations is to provide protection to all QFC employees (the whistle-blowers), who, in good faith, have reported contraventions and wrongdoings as set out in Article 16, from potential retaliatory acts related to the whistleblowing.
4. Whistle-blowers are protected from termination of employment and other retaliatory conduct directly or indirectly related to the whistleblowing. Terminating an employee as a result of the employee whistleblowing is unlawful, and in such instance the employee may file a complaint with the ESO for unlawful termination.
5. To attract protection, a whistle-blower must have made a qualifying disclosure, which means any disclosure of information which, in the reasonable belief of the employee making the disclosure and acting with honest motives, is made in the public interest and on one or more of the following:
  - a. criminal offences;
  - b. failure to comply with an obligation set out in the laws;
  - c. miscarriages of justice;
  - d. endangering of someone's health and safety;
  - e. damage to the environment;
  - f. covering up wrongdoing in the above categories.
6. When terminating a whistle-blower, an employer should consider how it can demonstrate that the termination was not related to the protected reporting.
7. Where the employee's complaint is successful, depending on the circumstances, the employee may be awarded compensation. Further, the ESO may impose a fine of up to USD 3,500 on those employers who terminate a whistle-blower in breach of Article 16 of the Regulations, as well as impose further requirements and order compensation for breach.



## PART 6 – EMPLOYMENT TERMS

### **Article 17 – Employment contract**

- (1) The Employer shall give each Employee a written employment contract which shall include at a minimum:
- (A) the name of the Employer and the Employee;
  - (B) the date of commencement of employment;
  - (C) the Employee’s salary or method of calculation of salary;
  - (D) the intervals at which the salary is paid;
  - (E) the job title or job description;
  - (F) whether the employment is for a specified fixed term or of unlimited duration;
  - (G) the place of work;
  - (H) any terms or conditions relating to hours of work and annual and sick leave;
  - (I) reference to any disciplinary rules and/or grievance procedures applicable to the Employee; and
  - (J) any other matter that may be prescribed in any rule, policy or order issued under these Regulations.
- (2) Employment contracts may be for a fixed term or for an unlimited duration.
- (3) Where annual leave, holidays, hours of work and sick leave are not specified in the employment contract the terms included in these Regulations will be implied in the employment contract.

#### Comments:

1. The employment contract must be in writing. The employer and the employee are free to determine terms and conditions of employment in addition to the minimum requirements under the Regulations as long as they are not less favourable than those minimum requirements.
2. An employment contract template containing minimum requirements under the Regulations is available on the ESO website under ‘Resources’ (<https://www.qfc.qa/resource-centre#doccat=e50d26eb128c444d80089fd85453c1d9>).
3. An “employment contract attestation service” is provided by the ESO upon request. There is currently no fee charged for this service.
4. The EGov contract required by the State Ministry of Labour in Qatar is not applicable to the QFC and, therefore, not required.



5. Article 17(1)(c) of the Regulations requires employers to make reference in the employment contract to either the "*employee's salary or method of calculation*".
6. There is no Wage Protection System (WPS) in the Qatar Financial Centre. The WPS introduced with Law No. 1 of 2015 as amendment to the State Labour Law No. 14 of 2004, does not apply to the QFC.
7. There is no requirement to pay to a Qatari bank account and therefore the salary can be paid to the employee's bank account abroad, in the currency agreed upon with the employer and stated in the employment contract [Article 26(1) of the Regulations].
8. The employment agreement must also contain reference to disciplinary and grievance policies [Article 17(1)(I)]. The ESO has published guidance on Disciplinary and Grievance in the Workplace, which can be found on the QFC website, ESO webpage.

### **Article 17(A) – Part-Time Employees**

- (1) A Part-time Employee is an Employee who works fewer hours than the standard full-time working hours determined by the Employer. A Part time Employee may work:
  - (A) the same number of days in a week as a Full-time Employee, but fewer hours;
  - (B) the same number of hours in a day as Full-time Employee, but fewer days; or
  - (C) fewer hours and days than a Full-time Employee.
- (2) Unless expressly provided otherwise in these Regulations, a Part-time Employee has the same rights conferred by these Regulations as a Fulltime Employee.
- (3) The entitlements of a Part-time Employee must be calculated on a prorata basis.
- (4) However, if a Part-time Employee works the same number of days in the week as a Full-time Employee, the number of days entitlement to each of the following must be calculated as if the Part-time Employee were a Full-time Employee:
  - (A) annual leave;
  - (B) maternity leave;
  - (C) notice period;
  - (D) public holidays; and
  - (E) sick leave.
- (5) In addition to the requirements of Article 17, the Part-time employment contract must specify the following:



- (A) hourly basic rate of pay, if applicable.
- (B) number of working hours per day or per week.
- (C) number of working days per week or per month.

Comments:

1. Part-time work may take various forms including:
  - (i) reduction of working hours on a daily basis: the employee works less than the full-time working hours normally observed in the workplace;
  - (ii) reduction of working hours on a weekly or monthly basis: the employee observes the daily full-time working hours but the work is undertaken at fixed periods during the week, month or year; or
  - (iii) a mixture between the above: the employee works reduced daily working hours at fixed periods during the week, month or year.
2. Note, as specified under Article 17(A)(4), the pro-rating of entitlements only applies where the employee works fewer days during the week, not where the employee works the same number of days in the week as a full-time employee but fewer hours in a day.

### **Article 17(B) – Fixed-Term Employees**

- (1) A Fixed-term Employee is an Employee who works under an employment contract that has a commencement date and an expiry date.
- (2) A Fixed-term Employee's contract ends on the expiry date without need to give notice, unless the parties agree in writing to renew it.
 

If the fixed-term contract is not renewed but the parties continue to abide by its terms after its expiry, the contract is deemed renewed on the same terms and conditions (other than its duration) for an indefinite period. The Employee's total period of service must be calculated from the date the Employee commenced employment with the Employer for the first time.
- (3) A Fixed-term Employee has the same rights conferred by these Regulations as an Employee under an indefinite contract.
- (4) A Fixed-term Employee's contract can be terminated before the expiry of the agreed term only in the following circumstances:
  - (A) in writing, by mutual agreement of the Employer and Employee; or
  - (B) for cause, in accordance with Article 24 of these Regulations.

Comments:

1. A fixed term contract cannot be terminated before its expiry date except where the parties have mutually agreed upon early termination. It can also be terminated without notice



pursuant to Article 24 of the Regulations. In other cases, either party may seek to claim compensation in lieu for the unexpired portion of the term.

### **Article 18 – Probation period**

- (1) The employment contract may contain a provision subjecting the Employee to a probation period, provided that the probation period shall not exceed six (6) months.
- (2) The Employee shall not be subjected to more than one (1) probation period with the same Employer except for cause.
- (3) If such a probation period exists the Employer may terminate the employment contract within the terms of the probation period if it determines that the Employee is not capable of carrying out the work for which he has been employed. In such a case the Employer shall give the Employee no less than two (2) weeks written notice.

#### Comments:

1. In relation to Article 18(1) of the Regulations, the probationary period can be established for a maximum period of six months. If the duration of the probationary period is less than six months and the parties have agreed that it can be extended, the entire probationary period including its extension cannot be longer than six months.
2. 'Cause' under Article 18(2) of the Regulations is not defined. Employers should consider putting in place a policy setting out in what circumstances the employee can be subject to another probationary period in addition to the one already performed.
3. To be enforceable, the probationary period must be contained in the employment contract.
4. During the probationary period, if the employee is incapable of carrying out the work for which the employee was employed, the employer may terminate the employment contract by giving two weeks' written notice in accordance with Article 18(3).
5. Whilst Article 18 of the Regulations is silent on the ability of an employee to terminate the employment contract during the probationary period, Article 23(2)(A) and (B) of the Regulations provide that employees who have been continuously employed for a period of:
  - i. one month but less than three months, may terminate the employment by serving two weeks' notice; and
  - ii. three months but less than five years, may terminate the employment by serving one month notice.

In absence of a material breach of the employment contract or the Regulations by the employer, where the employee may have the right to terminate the employment without notice [as stated in Article 23(5)], the employee's right of termination prior to reaching one month of service would need to be provided for contractually.



## Article 19 – Obligations of Employees

- (1) Employees shall, except as specified by their Employers or as set forth in their employment contract:
  - (A) attend to their duties and exercise the care of the reasonable person in the performance of their employment;
  - (B) perform their job themselves and exert normal efforts in performing their duties;
  - (C) carry out the orders of the Employer concerning the performance of the work provided that the orders do not contravene the QFC Law or any regulations, rules, policies or procedures issued thereunder, the criminal laws of the State or the employment contract and provided that the carrying out of these orders will not subject the Employee to danger;
  - (D) not work for third parties (with or without payment) without the consent of the Employer;
  - (E) take care of any raw materials, means of production, products, or other items which are in their possession or at their disposal and take necessary steps for their safe keeping and maintenance;
  - (F) comply with safety and professional health instructions prescribed by the Employer;
  - (G) co-operate in the prevention of the occurrence of accidents in the place of work or in the alleviation of the results thereof;
  - (H) continuously procure the professional development of their skills and expertise in accordance with the regulations and procedures prescribed by the Employer within the limits of available facilities;
  - (I) not disclose any confidential information of the Employer except consistent with the terms of their employment or these Regulations;
  - (J) not use work tools or equipment outside the place of work without the permission of the Employer and keep such tools or equipment in the places designated therefore;
  - (K) not accept gifts, remuneration, commission or sums in respect of performance of their duties except consistent with the terms of their employment; and
  - (L) return on the expiry of the employment any equipment, tools or unused materials at their disposal to the Employer.



## Comments:

1. In relation to Article 19(1)(D) of the Regulations, employees wishing to undertake work for third parties have to obtain approval from their employer and the Ministry of Interior, in accordance with QFC Immigration Regulations.

**Article 20 – Restrictive covenants**

Any provision in an Employee’s employment contract that provides that the Employee may not work on any similar projects or for a company which is in competition with the Employer must be reasonable, must not constitute an unreasonable restraint on trade, and must be appropriate to the circumstances of the Employee’s employment with the Employer.

## Comments:

1. Restrictive covenants can take various shape. Generally, the most common types of restrictive covenant clauses found in employment contracts are non-competition clause and non-solicitation clauses.
2. Each type of restrictive covenant has different limitations. Non-competition clauses protect an employer’s legitimate business interest by preventing a former employee from dealing or working with competitors or using any employer-specific product information, knowledge of customers or business opportunities to their own advantage.
3. Non-solicitation or non-poaching clauses prohibit employees from approaching their former employer’s customers, clients, or employees.
4. Although not specified under the Regulations, in order to be enforceable, the drafting of a restrictive covenant should:
  - i. contain clear limitations on the scope:
  - ii. contain limitations that are reasonably necessary to protect the employer’s lawful interests (what is “reasonably necessary” will depend on employee’s role); and
  - iii. must be limited in duration, geographical scope and the type of work being restricted.
5. In accordance with Article 16(1) of the QFC Immigration Regulations an employee does not need her or his current employer’s approval to transfer employment. However, in practice, employers may be requested to provide a No Objection Certificate (NOC) allowing transfer of sponsorship. which they are not permitted to withhold for any reason, including instances where the employee is transferring the sponsorship to a competitor of the employer. In such instance, the employer must provide the NOC and pursue a claim against the employee before the court for breaching any restrictive covenants.
6. In the case of Samia Abdel Rahim Othman Shqair v Aegis Services LLC [2021] QIC(F) 13 (Case No. CTFIC0001/2021) the court ruled that the restrictive covenant contained in the employment offer entered into between the parties constituted an unreasonable restraint on trade and, as a consequence of the breach of Article 20 of the Regulations, it declared it void and legally unenforceable.



## Article 21 – Impossibility of work

The Employer shall undertake to provide the Employee with all resources needed to carry out his work. If the Employee arrives at his place of work ready to perform his duties but cannot do so due to reasons beyond his control, the Employee will be regarded as having worked and shall be entitled to all benefits stipulated in his employment contract.

### Comments:

1. The obligation of the employers to provide employees with all resources needed to undertake their work includes access to the workplace or, in the context of remote working, access to the employers' system allowing the employees to perform their work.
2. Employers may consider utilising an appropriate force majeure provision to protect themselves from uncertain and unpredictable events where the impossibility of work is beyond their control, ensuring that such provision is reciprocal.

## Article 22 – Work description

Unless otherwise stated in the employment contract, the Employer may change the Employee's job title, work description or location within the State from time to time, and must provide prompt notice to the Employee of such change or changes. If a condition of employment is substantially altered, the Employee may seek a determination from the Employment Standards Office that his employment has been constructively terminated.

### Comments:

1. Whilst Article 22 of the Regulations permits employers to change the employee's job title, work description or locations, it would be prudent to expressly provide for such right in the employment contract, to avoid any ambiguity or potential conflict.
2. Although Article 22 of the Regulations permits employers to change the employee's job title, work description or locations, it does not permit the employer to unilaterally modify other essential terms and conditions of the employment contract such as, for example, changing an employee's role from full-time to part-time, or altering the employee's salary, which will require the written consent of both parties.
3. Even though the reference to "substantially altered" is not defined, substantial alterations to the contract would generally be those that result in the agreement being materially different and no longer reflecting the terms originally agreed as the basis of their mutual legal obligations. Given the lack of explicit provisions for constructive dismissal, an employee may terminate the employment without notice for material breach of the employment contract by the Employer under Article 23(5) of the Regulations. If the employee files a complaint and is successful, it may be awarded damages and the determination made by the ESO in this regard may be appealed under Article 62 of the Regulations.
4. The ESO may also impose penalties in accordance with Article 57 of the Regulations and "Schedule 1 – Contraventions With Financial Penalties Stipulated".

## Article 23 – Termination of employment with notice

- (1) Except as otherwise provided for in these Regulations Employers and Employees must provide notice of their intent to terminate employment.



- (2) The notice required to be given by an Employer or Employee to terminate an Employee's employment, where the Employee has been continuously employed for one (1) month or more, shall not be less than:
- (A) two (2) weeks if the continuous period of employment is less than three (3) months;
  - (B) one (1) month if the period of continuous employment is three (3) months or more but less than five (5) years; and
  - (C) three (3) months if the period of continuous employment is five (5) years or more.
- (3) All such notices shall be given to the other party in writing and the Employer shall pay the Employee his salary during the notice period.
- (4) This Article shall not prevent an Employer and Employee from agreeing to a longer or shorter period of notice nor shall it prevent either party from waiving notice or from accepting a payment in lieu of notice.
- (5) This Article shall not affect the right of the Employee to terminate the employment without notice in the event of a material breach of the employment contract or these Regulations by the Employer.

Comments:

1. The application of Article 23(2) of the Regulations must be read in conjunction with Article 18(3) of the Regulations, and to this extent, if during the probationary period, the employee is not capable of carrying out the work for which the employee was employed, an employer wishing to terminate the employment contract must give a minimum of two weeks' prior written notice.
2. Article 23(4) permits parties to agree shorter or longer notice periods, payment in lieu of notice (PILON) and waive of notice. Whilst not specified under Article 23, any agreement in this regard should be made in writing to avoid any ambiguity. Moreover, on a more general note, in the absence of any agreement to the contrary, the termination of employment without notice, even if the employer provides PILON, does not have the effect of bringing forward the effective date of termination for the purpose of the calculation of the employee's rights and benefits. This is particularly important for the purpose of calculation of benefits based on the length of service (i.e. End of Service Gratuity, accrual of annual leave, annual tickets, bonuses, among others): in absence of a specific waiver, those should be calculated from the commencement date of employment until the day in which the statutory notice period, given in compliance with the applicable legislation, would expire and not the date in which the Employer unilaterally terminated the employment.
3. As confirmed in the ESO Interpretations & Guidance #1, Compensation in lieu, February 2017, during a period of notice or in instances where the employee is receiving PILON, employees are entitled to be paid their normal salary, including basic salary, allowances, and benefits given at each pay period. There is no prohibition on agreeing a period of garden leave during the notice period or PILON, which should be provided for contractually.
4. Garden Leave is the period of notice of termination of employment during which an employee is not required to serve the notice in the workplace. The employment terminates at the end of the notice period. Whilst on garden leave, employees are still employed by



the employer, must be available to work during their normal working hours, perform any duties requested by the employer and are not allowed to take up new employment.

5. An employee on garden leave is entitled to receive their normal salary and other contractual rights.
6. Garden leave is usually used as a protective measure to prevent an employee who is leaving having access to information or sensitive data that would be useful to a competitor.
7. PILON is the compensation an employee is entitled to receive in case the employer terminates the employment with immediate effect and without notice. It is equal to the usual salary inclusive of basic and monthly allowances that the employee would have earned if the employee was permitted to work during the notice period.
8. During a period of Garden Leave the employee accrues annual leave.
9. For further guidance refer to ESO Interpretations & Guidance #1, Compensation in Lieu, February 2017, available on the QFC website, ESO webpage.

#### **Article 24 – Termination of employment without notice**

- (1) An Employer may terminate an Employee’s employment without notice in the circumstances set out below:
  - (A) there has been a material breach by the Employee of his employment contract or these Regulations;
  - (B) the Employee has submitted false documents or certificates;
  - (C) the Employee has committed a mistake that has resulted in substantial financial losses to the Employer;
  - (D) the Employee has violated more than once instructions related to the safety of other Employees and the establishment despite being issued a previous written warning;
  - (E) the Employee has committed several breaches of his employment contract or these Regulations which do not individually constitute a material breach and the Employer has previously warned the Employee in writing;
  - (F) the Employee divulges secrets of the Employer;
  - (G) the Employee is found intoxicated with alcohol or under the influence of illegal narcotics while on duty;
  - (H) the Employee physically assaults his Employer or other Employees;
  - (I) the Employee has been absent without a justified reason for more than seven (7) consecutive days or for more than fifteen (15) days in the aggregate in a twelve (12) month period;



- (J) the Employee is found guilty in a court verdict of a crime which the Employer in its absolute discretion considers sufficiently serious to merit dismissal; or
  - (K) the Employee has otherwise engaged in gross misconduct.
- (2) In the event of such termination, at the request of the Employee the Employer shall provide a written statement of the reason for the termination and of the Employee's recourse.

Comments:

1. While Article 24(1) of the Regulations provides an exhaustive list of reasons for dismissal without notice, the term 'gross misconduct' is not defined under Article 24(1)(K). Consequently, it would be prudent for parties to define this term in the employment contract or policy to ensure compliance and a comprehensive base for enforcement purposes. This will also ensure that the employer takes a consistent approach to termination under Article 24(1)(K).
2. Additional clarifications can be found in the ESO Interpretations & Guidance on Disciplinary and Grievance in the Workplace, which can be found on the QFC website, ESO webpage.

**Article 25 – End of service**

- (1) Upon the end of service of an Employee, the Employer shall comply with the terms of the employment contract in respect of termination of contract.
- (2) An Employer shall pay all outstanding wages and other fees owing to an Employee within thirty (30) days after the Employer or Employee terminates the employment.

Comments:

1. Unlike the Qatar State Labour Law (Law No. 14/2004), the Regulations do not mandate the payment of end of service gratuity. Where the parties agree to the payment of end of service gratuity, the method of calculation should ideally be provided for in the employment contract. If the parties did not agree on the method of calculation, the end of service gratuity may be calculated according to usage and practice.
2. On termination of contract, the employer is expected to pay the employee their legal and contractual entitlements including accrued unused annual leave, and comply with any immigration requirements.
3. Outstanding amounts including salaries are required to be paid within 30 days of termination, which is quite a long time, especially when an employee is going to repatriate or start new employment. Employers may wish to consider accommodating an earlier timeframe to allow employees to settle their pending affairs such as bank account closures.
4. Employers who do not comply with the requirements under Article 25 of the Regulations will be exposed to contractual and legal consequences for breach of contract as well as breach of Article 25 of the Regulations as the employee may file a complaint before the ESO.



**Article 25A– Retirement and Pension**

- (1) Notwithstanding Article 2(4)(Application), the Retirement and Pensions Law shall apply to all Employees of Qatari nationality employed by the QFC Authority, the Regulatory Authority and any other Employer which may be determined by resolution of the Council of Ministers and notified by that Council in writing of the determination.
- (2) All Employers described in paragraph (1) shall cooperate with the General Retirement and Social Insurance Authority and take the necessary steps to implement the Retirement and Pensions Law.
- (3) The application of the Retirement and Pensions Law pursuant to paragraph (1) shall take effect from the date prescribed in the Council of Ministers 'decision.



## PART 7 – PAYMENT OF SALARY

### **Article 26 – Payment of salary**

- (1) Salary and other payments due to the Employee should be paid in the currency stated in the employment contract or any other currency agreed between the Employer and the Employee.
- (2) The Employer shall pay the Employee his salary at least monthly.
- (3) The Employer shall give to the Employee a written itemised pay statement that includes:
  - (A) the amount of wages or salary payable;
  - (B) the amount of any variable and fixed deductions, if any, from that payment; and
  - (C) the purposes for which they are made.

#### Comments:

1. The Wage Protection System (WPS) introduced by Qatar Law No. 1 of 2015 as amendment to the State Labour Law No. 14 of 2004, does not apply in the QFC. The employer can pay the employee's salary in any currency and into any bank account as agreed between the parties and there is no requirement to pay salary into a Qatari bank account.

### **Article 27 – No unauthorised deductions**

An Employer shall not deduct from an Employee's salary or accept payment from an Employee, unless:

- (1) the deduction or payment is required or authorised by law or regulation or the Employee's contract of employment;
- (2) the Employee has previously agreed in writing to the deduction or payment;
- (3) the deduction or payment is a reimbursement for an overpayment of wages or expenses; or
- (4) the deduction or payment has been ordered by the QFC Employment Standards Office, the Civil and Commercial Court or the Regulatory Tribunal.

#### Comments:

1. Employers wishing to make deductions to salary pursuant to Article 27 of the Regulations (related, for example, to loans), should agree such deductions with the employees in writing.



## PART 8 – WORK HOURS AND LEAVE

### **Article 28 – Maximum working time**

- (1) Subject to Article 30 – (Overtime) and Article 31 – (Exemptions), the maximum work hours are forty eight (48) hours per week.
- (2) Employer must notify all Employees of the full-time (daily and weekly) working hours applied in the workplace and display them in a place accessible to all Employees.
- (3) The time spent on transport between residence and work is not included in the calculation of working hours.
- (4) An Employee who works at least six (6) hours per day shall be entitled to one (1) or more intervals for prayers, meals and rest of at least one (1) hour in the aggregate. Such rest periods are not included in the calculation of the Employee’s working hours.
- (5) An Employee shall be allowed a weekly paid rest which shall not be less than twenty-four (24) consecutive hours. If the circumstances of the work necessitate the employment of the Employee during the rest day the Employee shall be compensated for the rest day by another rest day.

#### Comments:

1. To comply with the obligations under Article 28(2) of the Regulations and manage employee expectations, in addition to any requirements stated in the company policy, employers must notify their employees of the daily and weekly full-time working hours applied in the workplace and display them in a place accessible to all employees. For employees or categories of employees working in different locations, such communication must be displayed in each location.
2. Article 28(1) of the Regulations provides for a maximum of 48 working hours per week without specifying the maximum working hours per day, unlike the Qatar State Labour Law (Law No. 14/2004). However, this must be read in conjunction with Article 30, stating that the maximum daily working hours shall not exceed ten (10) hours including overtime, unless the work is necessary for the prevention of gross loss or dangerous accident or for the repair or alleviation of the consequences of the above loss or accident. Please refer to comment to Article 30 below.

### **Article 29 – Reduced hours during Ramadan**

- (1) During the holy month of Ramadan, an Employee who observes the fast shall not be required to work more than six (6) hours each day.
- (2) An Employer may not deduct the salary of a fasting Employee for not working more than six (6) hours a day during the holy month of Ramadan.
- (3) Fasting Employees who choose to work for more than six (6) hours a day shall be entitled to rest breaks referred to in Article 28.

#### Comments:



1. Although Article 29 of the Regulations does not expressly refer to Muslim employees, the purpose of Article 29 is to reduce working hours for Muslim employees who observe the fast; however, given the ambiguity, the reduction of working hours should be granted to all employees observing the fast during Ramadan, regardless of their religion, to avoid contraventions of Article 15 of the Regulations pertaining to discrimination.

### **Article 30 – Overtime**

- (1) Employees may be required to work additional hours to the working hours specified in Article 28 provided that the actual working hours per day shall not exceed ten (10) hours unless the work is necessary for the prevention of gross loss or dangerous accident or for the repair or alleviation of the consequences of the above loss or accident.
- (2) In the event of overtime the Employer shall pay the Employee for the additional working hours at the rate of not less than the basic wage plus any additional amount agreed with the Employee, or provide the Employee compensatory time, as provided for under the terms of his employment.

#### Comments:

1. Overtime is the amount of time worked in excess of normal working hours applied by the employer in the workplace.
2. The ESO Interpretations & Guidance N.3/2019, Overtime, states that overtime is permitted to "*manage exceptional situations in the workplace such as abnormal pressure of work, seasonal peaks of workload, unforeseeable circumstances, force majeure, staff shortage in limited periods of the year, temporary/short-term replacement of an employee absent from work*" and should not be used on a regular or long-term basis to "*minimise the potentially harmful consequences of overtime*", such as "*negative impacts on work-life balance, reduced productivity during overtime, lack of attention and increased risks for health and safety*".
3. Overtime is allowed for a maximum duration of the working day up to 10 hours including normal working hours (for example, if the employee's normal daily working hours are eight hours, the employee may work an additional two hours of overtime).
4. Any statutory leave (sick, annual, maternity) taken is included and should be factored into the calculation of weekly working hours (for example, if an employee whose normal daily working hours are eight hours has been on statutory leave for one day during the week, the daily working hours of the leave day will be included in the calculation of the weekly working hours, and any additional hours worked in excess of those hours will be considered overtime).
5. Part-time employees are entitled to overtime pay or compensatory time (as agreed with the employer) when their working hours exceed the normal daily working hours applied to full-time employees in the workplace. In such cases, overtime pay is calculated as follows:



- (i) If the hours worked exceed the part-time employee's daily working hours but are less than a full-time employee's normal daily working hours, the pay for these additional hours is calculated at normal basic hourly rate of pay or equivalent compensatory time off.
  - (ii) If the hours worked exceed a full-time employee's normal daily working hours, overtime pay is calculated at normal basic hourly rate plus the additional amount contractually agreed between the parties or equivalent compensatory time off.
6. Overtime pay calculation is not provided for in Article 30(2) of the Regulations, which allows the employer and the employee to agree on compensatory time in lieu of the additional pay. Accordingly, management of overtime should be provided for contractually. The ESO Interpretations & Guidance N.3/2019, section 5, suggests that, in practice, overtime pay includes the basic wage plus an additional amount of 25%, in line with the standard applied in the State and the ILO Conventions No. 1 of 1919 and No. 30 of 1930.

### **Article 31 – Exemptions**

- (1) Articles 28 (Maximum weekly working time) and 30 (Overtime) of these Regulations shall not apply to Employees who hold managerial or supervisory positions.
- (2) Article 28 and 30 of these Regulations continue to apply to Employees who act in a managerial or supervisory capacity on an irregular, temporary or exceptional basis.

#### Comments:

- 1. Article 31(1) of the Regulations provides exemptions from the maximum weekly working hours and overtime for specific employees, without providing a definition of "managerial or supervisory capacity".
- 2. The ESO Interpretations & Guidance N.3/2019 on overtime provides guidelines to determine whether an employee performs a 'managerial or supervisory' role and states that the employee's actual duties rather than job title should be considered. It suggests that the following criteria is required to be satisfied:
  - (i) Control and direction of the activity, including the authority to make key business decisions independently;
  - (ii) Freedom to determine his own working hours;
  - (iii) Supervision over other employees, including final decisions regarding disciplinary measures or termination."
- 3. Instances may arise where employees are required to undertake duties and responsibilities of a higher graded position than the ones they currently occupy on a temporary basis ("**Acting Up**"). It is advisable that the employer establishes criteria in their policy to define a reasonable period during which the employee is Acting Up, and whether during such temporary period the employee is entitled to be paid overtime given that technically the employee does not "hold" a managerial or supervisory role.



### **Article 32 – Holidays**

- (1) Each employee shall be entitled to the following paid holidays each year:-
- (A) Three (3) working days for Eid El-Fitr;
  - (B) Three (3) working days for Eid Al-Adha;
  - (C) One (1) working day for the National Day;
  - (D) Three (3) working days to be specified by the Employer;
  - (E) One (1) working day for National Sport Day; and
  - (F) any other day declared by the State as a public holiday and announced by the QFC Authority as applicable to the QFC.
- (2) If the circumstances of the work require the Employee to work during any such holidays the Employee shall be compensated for the rest day by another day, or as otherwise agreed by the Employer and Employee.

#### Comments:

1. While Article 32(2) of the Regulations does not provide a time period in which days in lieu are to be taken, it is advisable to provide a timeline in the employer's policy or contractually to manage the number of compensatory days potentially taken off.
2. Article 32(1)(E) of the Regulations gives employers the freedom to determine the dates for the additional three holiday days, usually called "floating days", "casual leave" or flexi-days.
3. Even though the statutory entitlement to the three additional days of holiday cannot be waived, employers can - contractually or within a company policy - define these dates as well as their use by their employees. Some employers provide for specific days in which the holidays must be taken such as, for example, an additional day on the occasion of Eid Al-Adha, or on 25<sup>th</sup> December and New Years' Day, while other employers leave employees free to determine the exact days in which they intend to use them.
4. Employers should distinguish the three additional days of holiday from statutory annual leave entitlement in instances where they wish to allocate separate treatment. To manage employee expectations, the employer should consider defining treatment of such days under company policy or contractually (for example clarifying whether such entitlement may be carried over to the next year of entitlement or encashed).

### **Article 33 – Annual leave**

- (1) Subject to Article 35 an Employer shall give a full time Employee paid annual leave of not less than twenty (20) working days to be accrued pro rata for Employees who have been employed for at least three (3) months.
- (2) An Employer shall ensure that the Employee takes annual leave within twelve (12) months after completing the year of employment entitling the Employee to the annual leave.



- (3) Annual leave is exclusive of national holidays to which an Employee is entitled.
- (4) An Employee is not entitled to payment in lieu of accrued annual leave except where:
  - (A) the Employee's employment is terminated; or
  - (B) the Employer agrees otherwise.
- (5) An Employee may not waive his entitlement to annual leave and any agreement to the contrary shall be void.

Comments:

1. Paid annual leave is the period of time during the year, when employees take time-off from their work while still receiving income and other benefits. The paid annual leave is in addition to public holidays, sick leave, casual leave and maternity/paternity leave.  
  
The paid annual leaves serve two main purposes, also related to occupational safety and health. First, these allow employees rest and recreation opportunities. Second, these help employees spend some quality time with their families, which ultimately promote work-life balance, with a positive impact on employees' health and a potential reduction of absenteeism and other health-related costs.
2. With respect to Article 33(1) of the Regulations, annual leave begins to accrue from the first day of employment at the rate of one-twelfth established by Article 35 of the Regulations. However, the employer may restrict the use of annual leave until the employee has completed three months of service.
3. Article 33(1) provides a statutory minimum of 20 working days annual leave which cannot be waived. However, employers and employees may contractually agree additional annual leave above the minimum statutory entitlement. Contractual annual leave can be treated differently from statutory leave and in such instance, it is advisable that employers provide clear rules as to how it may be treated (for example, when it can be used and whether carry over or encashment is permitted), to manage expectations and minimise the risk of conflict.
4. Employers should consider requiring employees to use their annual leave within the year of entitlement to promote employees' health and manage annual leave balance and payment in lieu.
5. Article 33(2) of the Regulations must be read in conjunction with article 34(4) of the Regulations. While Article 33(2) provides that annual leave must be taken within the 12month period subsequent to the year in which the annual leave has accrued, Article 34(4) provides that only half of the employee's leave may be postponed to the following leave year. It is therefore necessary that employees strictly use at least half of the annual leave accrued within the relevant annual leave year. This is confirmed by the ESO Interpretations and Guidance #2, April 2017, Annual Leave Entitlement.
6. With respect to article 33(4) of the Regulations, payment in lieu refers to a compensatory amount paid to an employee for annual leave accrued but not taken. Accrued untaken annual leave can only be paid in lieu on termination of employment or in circumstances where the employer has agreed to provide payment in cash. It is recommended that such agreement is made in writing, whether in the employment contract or in the employer's policy. In accordance with the restriction contained in Article 34(4) of the Regulations, stating that only half of the employee's annual leave statutory entitlement may be carried



over to the following year, the contractually agreed compensation in lieu (other than the one paid upon termination of employment) should be paid up to a maximum of half of the employee's annual leave statutory entitlement. The ESO Interpretations and Guidance #2, April 2017, Annual Leave Entitlement, confirms that the rate of payment in lieu of any annual leave is equivalent to normal salary which includes basic salary and monthly allowances.

7. The ESO Interpretations and Guidance #2, also confirms that any statutory annual leave carried forward which remains untaken by the end of the 12month period subsequent to the year in which the annual leave has accrued, will need to be paid in lieu and cannot be forfeited.

### **Article 34 – Dates of leave**

- (1) The Employee may elect to take annual leave by giving written notice to the Employer consistent with the terms of his employment specifying the days on which leave is to be taken and subject to any requirement imposed by the Employer under paragraph (2) below.
- (2) The Employer may for good cause request an Employee to take annual leave on specified dates by giving written notice to the Employee.
- (3) Subject to paragraph (1) above, the Employer shall allow the Employee to take his annual leave in blocks of one (1) or more weeks, if requested.
- (4) An Employee may postpone up to half of his annual leave to the following year if his Employer consents.

#### Comments:

1. Although the reference to "good cause" in Article 34(2) of the Regulations is not defined, reasons related to employer business and staffing needs may provide sufficient basis (for example, as a result of the Covid-19 pandemic).

### **Article 35 – Leave during the first year of employment**

- (1) During the first year of employment the amount of annual leave an Employee may take at any time is limited to the amount deemed to have accrued at that time, less the amount of annual leave already taken during that year.
- (2) For the purpose of this Article annual leave is deemed to accrue over the Employee's first year of employment at the rate of one-twelfth of the amount specified in Article 25(1) on the first day of each month of that year.



## Comments:

1. Article 35(1) of the Regulations must be considered in conjunction with Article 33(1) of the Regulations, according to which the employer may restrict use of annual leave during the first three months of employment.
2. The reference to Article 25(1) is understood to be a typo and should refer to Article 33(1).

**Article 36 – Compensation in lieu of leave**

- (1) Where an Employee's employment is terminated for any reason, the Employee shall be entitled to payment in lieu of annual leave accrued but not taken, equivalent to the Employee's salary for the leave days which he has not taken.
- (2) If the Employee has taken more annual leave days than he has accrued at the termination date, a sum equivalent to the Employee's salary for the additional leave days shall be deducted from the Employee's final salary payment.

## Comments:

1. The ESO Interpretations and Guidance #2, April 2017, on Annual Leave Entitlement and #1, February 2017, on Compensation in Lieu, confirm that the rate of payment in lieu of any annual leave or compensation is equivalent to normal salary paid to the employee, which includes basic salary and monthly allowances and benefits.

**Article 37 – Haj leave**

- (1) Muslim Employees shall be entitled to leave without pay, not exceeding thirty (30) days, to fulfil their obligation to go on pilgrimage once during the period of their service.
- (2) The Employer shall specify the number of Employees who may be granted such leave annually in accordance with the work requirements subject to giving priority to Employees who have been in continuous service for a longer period whenever the circumstances of work permit.

**Article 38 – Sick Leave**

- (1) An Employee is entitled to a total of 60 working days' sick leave in any 12-month period.
- (2) An Employee who is absent due to illness must notify the Employer as soon as reasonably practicable, either himself or through another person, that the Employee is unable to fulfil his duties.
- (3) If required by the Employer, the Employee or a person on his behalf must provide a medical certificate stating that the Employee is unable to fulfil his duties, at least once every 7 days during any period of absence. due to illness



- (4) An Employee has the right to receive his Usual Salary during sick leave taken in accordance with this Article.
- (5) An Employer is entitled to withhold the payment of sick pay if the Employee fails to give the notice required under paragraph (2) unless the Employee provides medical certificates as may be required under paragraph (3) of this Article.
- (6) If an Employee is absent due to illness for more than an aggregate of 60 working days in any 12-month period, the Employer may terminate the employment in writing immediately without notice.
- (7) An Employee is not entitled to:
  - (A) compensation in lieu of sick leave not taken; or
  - (B) to carry forward any sick leave entitlement not taken in a 12-month period.

Comments:

1. Sickness or illness is an abnormal condition of the employee's body or mind that impairs their normal functioning and includes disease, disorder, morbidity and illness resulting in a total or partial inability to work.
2. Paid sick leave is intended to protect the employee's status and income during the period of sickness through health and financial protection. The key rationale for paid sick leave is that work should not threaten health and ill conditions, and should not lead to loss of income. From an Occupational Safety and Health standpoint, sick leave allows employees to:
  - (i) Access promptly medical care and prevent ingravescence;
  - (ii) Recover faster;
  - (iii) Prevent the development of more serious sicknesses;
  - (iv) Reduce the spreading of diseases in the workplace and community.
3. Paid sick leave therefore contributes to improving health outcomes and increasing productivity due to faster recoveries. It also addresses income security and avoids sickness-induced financial hardship.
4. Employees who are sick are entitled to a total of 60 working days sick leave per year. Given their nature and purpose, sick leave cannot be carried over to the next year or encashed.
5. Sick leave entitlement commences from the first day of employment and is not subject to successful completion of the probationary period or any minimum service.
6. Although sick leave is a statutory entitlement, management of sick leave can be agreed between the parties contractually or through company policies. In particular, note that the requirement of a medical certificate under Article 38(3) of the Regulations is not compulsory and is at the discretion of the employer, and in this regard, employers should consider providing for this in their policies or employment contracts. The requirement to submit a medical certificate is also linked to Article 38(5) which grants employers the right to withhold sick leave pay in instances mentioned under such article.



7. Article 38(4) of the Regulations makes reference to 'Usual Salary', which includes basic salary, allowances and benefits, as defined under Article 66 of the Regulations.



## PART 9 – EMPLOYMENT OF WOMEN

### **Article 39 – Equal pay**

A female Employee shall be paid a wage equivalent to the wage payable to a male Employee if she performs similar work. She shall be offered the same training and promotion opportunities.

#### Comments:

1. For the purposes of Article 39 of the Regulations, 'wage' is understood to mean basic salary. Benefits and allowances related to specific circumstances or conditions may vary as long as they are not discriminatory, in compliance with Article 15 of the Regulations.
2. Article 39 of the Regulations does not refer to sponsorship and therefore it applies also to married women under family sponsorship.

### **Article 40 – Maternity leave**

- (1) A female Employee who has been employed by an Employer for a full year preceding the expected week of childbirth shall be entitled to paid maternity leave for a period of fourteen (14) weeks. Such paid maternity leave may include the period before and after childbirth.
- (2) If the employment period is less than a full year preceding the expected week of childbirth, the female employee shall be entitled to unpaid maternity leave for the same duration as set out in Article 40.
- (3) The female Employee must provide notice of maternity leave at least two (2) months before the expected week of childbirth and at least three (3) weeks before the day the Employee proposes to begin her maternity leave.
- (4) An Employer may grant maternity leave subject to a medical certificate issued by a licensed physician stating the expected date of childbirth.
- (5) The taking of maternity leave by a female Employee shall not prejudice her entitlement to any other leave.
- (6) The maternity rights granted under these Regulations shall apply to a female Employee who is adopting a child of less than three (3) months old and, in such case, references to childbirth are treated as a reference to the date of adoption.
- (7) An Employee who is pregnant and has, on the advice of a licensed physician, made an appointment to receive ante-natal care, is entitled to take time off during the Employee's work hours in order to keep the appointment.

#### Comments:

1. Pregnancy and maternity are an especially vulnerable time for working women and their families. Expectant and nursing mothers require special protection to prevent harm to



their or their infants' health, and they need adequate time to give birth, recover and nurse their children. At the same time, female employees also require protection to ensure that they do not lose their job simply because of pregnancy or maternity leave. Such protection not only ensures the equal access of women to employment, it also ensures the continuation of often vital income, which is necessary for the well-being of their entire family. Safeguarding the health of expectant and nursing mothers and protecting them against job discrimination is a precondition for achieving genuine equality of opportunity and treatment for men and women at work and enabling workers to raise families in conditions of economic security, values in which the QFC strongly believes.

2. Article 40(3) of the Regulations sets out the minimum notice requirements employees must give their employers prior to commencing maternity leave; however, employers should encourage their female employees to give as much notice as possible to plan handover in advance and minimise disruption.
3. The medical certificate referenced under Article 40(4) should notify the employer of the expected week of childbirth and could therefore serve as the two months' notice period requirements under Article 40(3).
4. As set out in Article 40(5) of the Regulations, any other statutory leave (such as annual leave, sick leave, public holidays) continues to accrue during the period of statutory maternity leave set out in Article 40 of the Regulations. Statutory leave will not accrue during any extended period of unpaid leave agreed over and above the statutory minimum period. Employers may wish to specify in their policies when leave and public holidays accrued during the period of statutory maternity leave may be taken or possibly encashed.
5. Public holidays falling during a period of statutory maternity leave have the effect of extending the period of leave by the same number of public holiday days.

#### **Article 41 – Pay During Maternity Leave**

- (1) An Employee on maternity leave must receive full pay for the first 7 weeks and then half pay for the remaining 7 weeks.
- (2) The Employer contribution to the pension fund, on behalf of Qatari Employee, must be made on a full-pay basis for the entire period of 14 weeks of maternity leave. Employers are responsible for making up the difference in pension contributions due by the Employee during the latter 7 weeks of maternity leave.
- (3) An Employee may not waive her right to maternity leave nor receive compensation in lieu of maternity leave and any agreement to the contrary is void.

#### Comments:

1. Entitlement to statutory maternity leave cannot be waived or replaced with compensation in lieu and any agreement to the contrary is a contravention of the Regulations, exposing the employer to financial penalties stipulated in Schedule 1 of the Regulations.



## Article 42 – Rights of Employee after Marriage or Maternity Leave

- (1) After maternity leave, an Employee may return to the same position held before the maternity leave, unless it is not reasonably practicable. In such case, the Employee must be offered a suitable alternative position at the same rate of pay of the previous position.
- (2) After maternity leave, an Employee returning to work is entitled to one (1) nursing hour per working day to be taken during the usual working hours with no reduction of salary. The nursing hour shall be in addition to the daily lunch break to which an Employee working for at least 6 hours a day is entitled.
- (3) The Employer must grant the Employee nursing hours until the child, for whose birth the Employee took the maternity leave, reaches 1 year of age. During the holy month of Ramadan, nursing breaks can be provided only to Employees working for at least 6 hours a day.
- (4) The Employee must agree a suitable nursing hour schedule acceptable to her Employer.

### Comments:

1. Article 42(4) of the Regulations requires that the employee agrees a suitable nursing hour schedule with the employer. In practice, employees frequently choose to take nursing breaks at the end of the working day.
2. There is no express obligation under Article 42 of the Regulations for employers to grant the nursing hour to a new employee who was not employed by the employer at the time they took their statutory maternity leave. Although Article 42 of the Regulations does not require a minimum service period with the employer to be eligible for the paid nursing hour, Article 42(3) does make reference to the maternity leave taken. To avoid any ambiguity, if the benefit of the nursing hour to new employees is provided, it should be agreed upon in the contract or in the employer's policy.

## Article 42A – Termination after Marriage or Maternity Leave

The Employer cannot terminate the employment of a female employee for reasons of marriage or pregnancy. If an Employer terminates the Employment of a female Employee within the 6 months after her marriage or childbirth, the Employer must prove the termination is not because of marriage or pregnancy. If the Employer fails to provide such proof, the Employer must pay compensation equal to the salaries the Employee would have earned from the date of termination to the date on which the 6th month from marriage or childbirth ends.

### Comments:

1. The purpose of this provision is to protect female employees from termination of employment caused by, and exclusively related to, marriage, pregnancy or maternity.



2. Given the duty of employers to demonstrate that the termination was not due to the employee's marriage, pregnancy, maternity or parenthood, it is advisable that employers put in place all necessary evidence prior to notifying a female employee who is married, pregnant, on maternity or is a parent, the termination of employment.
3. Article 42A of the Regulations uses the term 'pregnancy' but, given that the prohibition on termination extends for a period of six months following childbirth, the prohibition is considered to apply to marriage, pregnancy, maternity, and parenthood.



## PART 10 – HEALTH, SAFETY AND WELFARE

### **Article 43 – General duty**

Every Employer has a duty to ensure, as far as is reasonably practicable, the health, safety and welfare of its Employees.

#### Comments:

1. When considering the employer's general duty under Article 43 of the Regulations, employers should also consider any general obligations around remote working and working from home.
2. Decree Law No. 17/1990, as amended, on the Prevention of Infectious Diseases also places on employers the obligation to report any workers who are suspected to be or who are infected with an infectious disease (a list of which can be found in the law), and which such infection is suspected to have occurred or did occur during work, to the nearest health centre or hospital.
3. Ensuring safety, health and welfare of employees also means, for the employer, protected them from harassment and bullying in the workplace, as specified in the ESO Interpretations & Guidance N. 1/2019.

### **Article 44 – Health and safety information**

The Employer shall at the time of recruitment inform the Employee of any work related risks and hazards and the safety measures to be taken.

#### Comments:

1. In the context of article 44 of the Regulations, employers must also consider risks, hazards and health and safety protection in remote work circumstances. Whilst the Regulations do not provide any guidance in this regard, guidelines on risk-assessment have been issued by the ESO and are available on the QFC website – ESO webpage.

### **Article 45 – Precautionary measures**

- (1) Without limiting the Employer's general duties under Article 43, the Employer shall, as far as is reasonably practicable:
  - (A) provide and maintain a workplace that is safe, presents no risks to an Employee's health and that is free of harassment;
  - (B) ensure adequate systems are in place that minimise risks to health and safety and the use, handling, storage and transport of dangerous articles and substances;
  - (C) provide information, instruction, training and supervision to Employees in English, Arabic or any other language, if appropriate, to ensure their health and safety at work;
  - (D) provide and maintain adequate and safe access to and from the workplace; and



- (E) provide any other facilities or meet any other requirements as prescribed in these Regulations or rules, policies or orders issued thereunder.
- (2) The Employer may not deduct any sum from an Employee's salary in return for providing these safety measures.
- (3) If the Employer refuses to take the required precautionary measures or if an imminent danger threatens the health or safety of the Employees, at the request of an Employee or on its own motion the Employment Standards Office may order the Employer to suspend operations in all or part of the relevant premises until the cause of the danger has been eliminated. In such a case the Employer shall pay the salary of the Employees in full during the period of suspension.

Comments:

1. In relation to Article 45 of the Regulations, employers should consider any general obligations around remote working (including employees working outside the State of Qatar) as well as the provisions of Decree Law No. 17/1990, as amended, on the Prevention of Infectious Diseases, mentioned in the analysis to Article 43 of the Regulations.
2. With reference to the requirement to limit overtime, also refer to the analysis to Article 30 of the Regulations and the ESO Interpretations and Guidance N.3/2019, Overtime, as well as the ESO Interpretations & Guidance N. 1/2019 on harassment and bullying in the workplace.

### **Article 46 – Obligations of Employees**

- (1) The Employee shall not carry out or refuse to carry out any task with the intention of hampering the implementation of the Employer's instructions concerning the protection of Employees and their safety or with the intention of damaging or interrupting the functioning of any appliances or equipment prepared for this purpose.
- (2) The Employee shall use the protective equipment and clothes meant for this purpose provided to him by the Employer and shall obey all instructions of the Employer aimed at protecting the Employee from injury and disease.
- (3) Every Employee has a duty, while at work, to take reasonable care of his own health and safety and that of other Persons who may be affected by the Employee's conduct.

Comments:

1. Employers should ensure they have in place a clear policy outlining the obligations of their employees in relation to Article 46 of the Regulations. You may also refer to the analysis to Article 15 of the Regulations.



### **Article 47 – Obligations of Employer**

- (1) An Employer who employs between five (5) and twenty-five (25) Employees shall provide a first aid box which must be kept in a conspicuous place in the place of work and shall be available to the Employees. The use of the box shall be entrusted to an Employee trained in first-aid.
- (2) If the number of the Employees exceeds twenty-five (25), a first aid box must be provided for every group of up to twenty-five (25) Employees.

### **Article 48 – Health and disability insurance**

An Employer is required to obtain and maintain insurance cover for health and disability income in the manner prescribed in rules, policies or orders issued under these Regulations which shall provide for periodic payments in respect of lost income when the Employee is unable to work due to illness or injury.

#### Comments:

1. QFC employers must put in place health insurance for all their employees.
2. In 2008, the QFC Authority issued a policy statement (Appendix 1 of Policy Statement Setting Minimum Levels of Health, Disability Income and Life Insurance Benefits | Rulebook (thomsonreuters.com)) setting out the minimum levels of health and disability insurance requirements that cannot be waived by the employees. This policy mandates that employers must pay and maintain health insurance cover with a minimum cover of QAR350,000 per employee per annum in Qatar. The policy also mandates that as a minimum the cover should include intensive care cover, in-patient hospitalisation, out-patient consultation, maternity, surgery, and prescription drugs. According to the policy, employers are exempt from providing cover in instances where the employee has alternative insurance with comparable benefits. However, from the ESO standpoint, Hamad Medical Card is not a health insurance and cannot replace the obligation of a medical insurance. The policy requires that any deductibles or co-payment requirements must be reasonable and must not shift the primary financial responsibility to the employee.
3. In relation to lost income due to illness or injury, the policy statement provides that employers may discharge their obligations by paying the employee their sick pay in accordance with Article 38 of the Regulations (pertaining to sick leave), or maintaining insurance cover at an equivalent level or better to the requirements under Article 38 of the Regulations.
4. Whilst the policy statement provides for minimum requirements, employers may enhance the cover.
5. In addition, the State of Qatar has issued Law No. 22 of 2021 Regulating the Health Services in Qatar which introduces mandatory health insurance, providing coverage for basic health care services, for all expatriates and visitors in Qatar, funded by the employer (for employees), recruiter (in instances where the employer is not required to fund the premiums, as clarified by further regulations to be issued), and visitors. At the time of the publication of this Commentary, the Law No. 22 of 2021 has not been implemented.



## PART 11 – WORK-RELATED INJURIES AND COMPENSATION

### **Article 49 – Work related injuries**

- (1) If an Employee dies while performing his work or as a result of his work or sustains a work-related injury, the Employer or his representative shall immediately notify the Employment Standards Office of the incident, who shall inform the police of the State.
- (2) The notification shall include the name, age, profession, address and nationality of the Employee and a brief description of the incident, where it took place and the actions taken for rescue or treatment.
- (3) The police shall upon receipt of the information launch an investigation and shall include in their report statements of the witnesses and the Employer or his representative and the statement of the injured Employee if his condition so permits and the report shall explain the relationship of the incident to the work.
- (4) The police shall upon completion of the investigation send a copy of the report and its findings to the Employment Standards Office and a copy to the Employer. The Employment Standards Office may request that further investigation be carried out by the police or may initiate its own investigation if it deems it necessary.

#### Comments:

1. In instances where the ESO is not open (such as weekends or public holidays), notification should be made directly to the police and/or to the ESO and Police in parallel depending on the nature of the situation. The ESO must also be notified of the official report filed.

### **Article 50 – Treatment of work related injuries**

An Employee who sustains a work-related injury shall be entitled to receive medical treatment appropriate to his condition at the cost of the Employer as prescribed by the competent medical authority.

#### Comments:

1. The 'competent medical authority' is currently the workplace injuries department at the Hamad Medical Commission.

### **Article 51 – Compensation for work related injuries**

- (1) Where an Employee sustains an employment injury, or dies as a result of an employment accident or contracts an occupational disease, the Employer shall pay compensation in the manner prescribed in rules, policies or orders issued under these Regulations.
- (2) Any disputes involving such payments shall be reviewed by the Employment Standards Office and any final determination by the Employment Standards Office may be appealed to the Regulatory Tribunal.



## Comments:

1. The provisions under Article 51 (2) of the Regulations are open-ended and there is no timeframe set to file a complaint.
2. The policy statement issued by the QFC Authority in 2008 (as referenced in the commentary to Article 48 of the Regulations) mandates that employers must have in place either (i) workplace disability insurance covering partial or full disability, or employee death with a minimum cover of two times the employee's annual salary for employees with a monthly salary of QAR 10,000 or less, and one time the employee's salary where the employee's monthly salary is more than QAR 10,000, subject to a minimum cover of QAR 200,000 per employee; or (ii) self-insure to levels equivalent to those set out in (i). These minimum requirements cannot be waived by the employees and only apply to full time employees. Employers may enhance the cover.

**Article 52 – Exceptions**

The provisions of the preceding two (2) Articles shall not apply if any of the following can be demonstrated:

- (1) the Employee intended to injure himself;
- (2) the Employee was at the time of occurrence of the injury or death under the influence of an illegal drug or alcohol and that influence was a cause of the injury or death;
- (3) the Employee violated the safety instructions of the Employer or was grossly negligent in the carrying out of these instructions and such violations or negligence were the cause of the injury; or
- (4) the Employee refuses without a genuine reason to undergo medical tests or follow the medical treatment prescribed by the competent medical authority.

## Comments:

1. In order to support the exceptions listed under Article 52 of the Regulations, it is critical that employers document everything in writing to demonstrate to have followed the process they had put in place.

**Article 53 – Resolution of disputes**

Any dispute between the Employee and the Employer as to the ability of the Employee to resume his work or as to any other medical matter related to the injury or disease or the treatment prescribed or the extent of compensation shall be reviewed by the Employment Standards Office and any final determination by the Employment Standards Office may be appealed to the Regulatory Tribunal.

## Comments:

1. It is important to act quickly to ensure that evidence is available.
2. In addition to Article 53 of the Regulations, an employee could submit a claim through the civil court at the Qatar International Court and Dispute Resolution Centre (QICDRC).



### **Article 54 – Limitation period**

The right of the Employee to claim compensation for disability or death shall expire one (1) year from the date of the medical report confirming the disability resulting from the injury or from the date of the death of the Employee.

#### Comments:

1. Employers should ensure they have strict guidelines and prompt timelines in relation to reporting an injury, to ensure that the matter is resolved as soon as is practically possible for both parties.



## PART 12 – INVESTIGATIONS AND PROCEEDINGS

### **Article 55 – Referral to the Employment Standards Office**

- (1) An Employee, former Employee or any other person may make a complaint to the Employment Standards Office that a person has committed a contravention of these Regulations.
- (2) An Employee may request that the Employment Standards Office review any penalty imposed on him by his Employer in the manner and time period specified in rules issued pursuant to these Regulations.

#### Comments:

1. Whilst not specified under Article 55(1) of the Regulations, practically a claim could be also made by the employer against the employee.

### **Article 56 – Investigations**

- (1) For the purposes of carrying out an investigation under these Regulations, where the Employment Standards Office considers that a person is or may be able to give information or produce a document which is or may be relevant to an investigation, the Employment Standards Office has the power to:
  - (A) enter the business premises of such person during normal business hours for the purpose of inspecting and copying information or documents stored in any form on such premises;
  - (B) require such person to give, or procure the giving of, specified information in such form as it may reasonably require;
  - (C) require such person to produce, or procure the production of, specified documents;
  - (D) require such person to appear before it at a specified time and place to answer questions, including under oath or affirmation administered by an officer of the Employment Standards Office that the statements that the person will make will be true; or
  - (E) require such person to give it any assistance in relation to the investigation which the person is able to give.
- (2) A requirement made under the preceding paragraph shall be stated in writing and shall state the reasonable time period by which the information or documents shall be produced.
- (3) The Employment Standards Office may refuse to accept, review, mediate, investigate or otherwise resolve a complaint or may stop or postpone any such activity if:



- (A) the Employment Standards Office determines that these Regulations do not apply to the complaint;
  - (B) the complaint is frivolous, trivial or is not made in good faith;
  - (C) there is not enough evidence to prove the complaint;
  - (D) the Employment Standards Office, the Civil and Commercial Court or the Regulatory Tribunal has previously made a decision or an order relating to the subject matter of the complaint;
  - (E) the complainant has not taken the requisite steps specified by the Employment Standards Office to facilitate resolution or investigation of the complaint; or
  - (F) the dispute that caused the complaint is resolved.
- (4) If an investigation is conducted, and before the Employment Standards Office makes any determination or order, the Employment Standards Office shall give the person under investigation an opportunity to be heard.
- (5) During the course of an investigation, the Employment Standards Office shall provide translation services in a language understood by the Employee, if the Employment Standards Office considers that such Employee cannot understand or communicate in English.

Comments:

1. [There is no specific timeframe for undertaking the investigation and the ESO sets the timeframe taking into consideration the circumstances.](#)

**Article 57 – Determinations and orders by the Employment Standards Office**

- (1) Without prejudice to its other powers, the Employment Standards Office may, if satisfied that a person has contravened a provision of these Regulations or any rule, policy or order issued thereunder, make a determination to that effect and may order the person to do one or more of the following:
- (A) comply with the requirement;
  - (B) remedy or cease doing an act or thing; and
  - (C) pay any costs incurred by the Employment Standards Office in connection with an investigation.
- (2) In addition to paragraph (1) above, if satisfied that an Employer has contravened a provision of these Regulations or any rule, policy or order issued thereunder, the Employment Standards Office may order the Employer to do one (1) or more of the following:



- (A) pay all due salary payments to an Employee;
  - (B) pay a person compensation;
  - (C) pay a person any amount which the Employment Standards Office determines is owing under any provision of these Regulations or any rules, policies or orders issued under these Regulations and any reasonable and actual out of pocket expenses incurred because of the contravention;
  - (D) take within a specified period, any action the Employment Standards Office considers reasonable that eliminates or reduces the adverse effect on the complainant of any matter relating to the complaint;
  - (E) without prejudice to any more severe penalty stipulated in any other law, rules or regulations applying in the QFC, the Employment Standards Office may impose a financial penalty on an Employer in accordance with Schedule 1 of these Regulations and of such amount as it considers appropriate but not exceeding the amount of the maximum penalty specified in that Schedule in respect of each contravention; or
  - (F) post notice, in a form and location specified by the Employment Standards Office or in respect of
    - (i) a determination; or
    - (ii) a requirement, or information about these Regulations.
- (3) The Employment Standards Office shall serve an Employer with notice of a requirement imposed under paragraphs (1) and (2) above.
- (4) A person on whom the Employment Standards Office imposes a requirement under this Article shall comply with that requirement.
- (5) If satisfied that the requirements of these Regulations or any rules, policies or orders have not been contravened, the Employment Standards Office shall dismiss the complaint.
- (6) The Employment Standards Office may vary or cancel a determination if circumstances have changed.

#### **Article 58 – Notifying others of determination**

- (1) On making a determination under these Regulations, the Employment Standards Office shall make its findings public and shall serve any person named in the determination with a copy of the determination that includes the following:
- (A) if an Employer or other person is required by the determination to pay wages, compensation, interest, a fine or other amount, the amount to be paid and how it was calculated;



- (B) if a fine is imposed, the nature of the contravention and the date by which the fine shall be paid; and
  - (C) the time limit and process for appealing the determination to the Regulatory Tribunal.
- (2) Any person against whom a determination has been issued under Article 57 (Determinations and orders by the Employment Standards Office) may request from the Employment Standards Office written reasons for the determination and the Employment Standards Office shall comply with such request.

### **Article 59 – Settlement agreements**

The Employment Standards Office may do one or more of the following:

- (1) assist in settling a complaint or a matter investigated under these Regulations; or
- (2) direct that a person pay directly to an Employee or other person any amount to be paid as a result of a settlement agreement under paragraph (A).

#### Comments:

1. The reference to 'paragraph (A)' in Article 59(2) of the Regulations should be 'paragraph (1)'.
2. Pursuant to Article 59(2) of the Regulations, the ESO may enforce the terms of a settlement reached pursuant to Article 59(1) of the Regulations and, for example, order a party to pay the amount contractually agreed pursuant to the settlement agreement.

### **Article 60 – Obstruction of the Employment Standards Office and the Regulatory Tribunal**

A person shall not engage in conduct, including without limitation, the:

- (1) destruction of documents;
- (2) failure to give or produce information or documents specified by the Employment Standards Office or the Regulatory Tribunal;
- (3) failure to appear before the Employment Standards Office or the Regulatory Tribunal at a specified time and place to answer questions;
- (4) giving of information that is false or misleading; and
- (5) failure to give assistance in relation to an investigation which the person is able to give,

that is intended to obstruct the Employment Standards Office or the Regulatory Tribunal in the exercise of its powers under these Regulations.



**Article 61 – Obligation to keep information confidential**

Every person acting under the authority of these Regulations shall keep confidential all information and records obtained or provided under these Regulations, except so far as the person's public duty requires or these Regulations permit the person to disclose them or to take official action on them.

**Article 62 – Appeal of the Employment Standards Office's determinations, decisions and fines**

- (1) A person directly affected by a final determination, decision, or fine of the Employment Standards Office may appeal the matter to the Regulatory Tribunal.
- (2) The appeal shall be filed within thirty (30) days of receipt of the determination, decision, or fine appealed.
- (3) The Regulatory Tribunal may grant a stay of the decision appealed from until the disposition of the appeal.
- (4) The Regulatory Tribunal may attach conditions to the stay, including requiring a party to deposit as security part or all of a monetary order.
- (5) The Employment Standards Office shall provide the Regulatory Tribunal with the record that was before the Employment Standards Office at the time the determination, order or fine was made, including any witness statement and documents considered by the Employment Standards Office.
- (6) The Employment Standards Office is a party to an appeal under this section of any determination, decision or fine under appeal.
- (7) The Employment Standards Office shall comply with any directions the Regulatory Tribunal give to the Employment Standards Office.

**Article 63 – Powers of the Regulatory Tribunal on appeal**

- (1) Before considering an appeal under this Part, the Regulatory Tribunal may:
  - (A) refer the matter back to the Employment Standards Office for further investigation; or
  - (B) recommend that an attempt be made to settle the matter.
- (2) The Regulatory Tribunal may dismiss an appeal without a hearing of any kind if satisfied that:



- (A) the appeal is not within the Regulatory Tribunal’s jurisdiction; or
  - (B) the appeal is frivolous or trivial or is not brought in good faith.
- (3) On an appeal under this Part the Regulatory Tribunal, in addition to any powers it has, may:
- (A) consider any relevant evidence, in addition to the record;
  - (B) decide all questions of fact or law arising in the course of an appeal;
  - (C) refer the matter back to the Employment Standards Office; or
  - (D) confirm, vary or cancel the determination, decision or fine under appeal, or make another decision it considers proper.

#### **Article 64 – Rulemaking**

- (1) The QFC Authority may adopt rules, policies and procedures that facilitate the administration of these Regulations or furthers the purposes of these Regulations, including but not limited to:
- (A) minimum wage requirements for Employees or classes or Employees;
  - (B) procedures for initiating and filing complaints;
  - (C) a scale of compensation for work-related injuries or deaths; and
  - (D) a scale of monetary fines.

#### Comments:

1. Whilst the State of Qatar has implemented a minimum wage pursuant to Law No. 17/2020 determining the national minimum wage for workers and domestic workers and Ministerial Decision No. 25/2020 on the determination of the minimum wages, as amended, with respect to article 64(1)(A) of the Regulations, the QFC Authority has not established any minimum wage for the QFC, except for specific categories of employees.



## PART 13 – INTERPRETATION AND DEFINITIONS

### **Article 65 – Interpretation**

- (1) In these Regulations, a reference to:
  - (A) a provision of any law or regulation includes a reference to that provision as amended or re-enacted from time to time;
  - (B) an obligation to publish or cause to be published a particular document shall, unless expressly provided otherwise in these Regulations, include publishing or causing to be published in printed or electronic form;
  - (C) a calendar year shall mean a year of the Gregorian calendar;
  - (D) a month shall mean a month of the Gregorian calendar;
  - (E) the masculine gender includes the feminine and the neuter;
  - (F) writing includes any form of representing or reproducing words in a legible form; and
  - (G) a particular Ministry, authority or body of the State include a reference to any future name of that Ministry, authority or body.
- (2) The headings in these Regulations shall not affect their interpretation.
- (3) A reference in these Regulations to a Part, Article or Schedule by number only, and without further identification, is a reference to a Part, Article or Schedule of that number in these Regulations.
- (4) A reference in an Article or other division of these Regulations to a paragraph, sub-paragraph or Article by number or letter only, and without further identification, is a reference to a paragraph, sub-paragraph or Article of that number or letter contained in the Article or other division of these Regulations in which that reference occurs.
- (5) Any reference in these Regulations to “include”, “including”, “in particular”, “for example”, “such as” or similar expressions shall be considered as being by way of illustration or emphasis only and are not to be constructed so as to limit the generality of any words preceding them.



## Article 66 – Definitions

In these Regulations, the following words and phrases shall have the meanings shown against each of them, unless the contrary intention appears:

<b>CRO</b>	The Companies Registration Office established pursuant to Article 7 of the QFC Law
<b>Council of Ministers</b>	The Council of Ministers of the State
<b>Employee</b>	A Sponsored Employee or an employee who is of Qatari nationality or is sponsored in the State by a member of his family and is employed by an Employer
<b>Employer</b>	The QFC Authority, the Regulatory Authority, QFC Commercial and Civil Court , Regulatory Tribunal QFC Institution or QFC Entity which employs one or more Employees
<b>Employment Standards Office</b>	The QFC Institution established pursuant to Article 6 of the QFC Law
<b>Full-time Employee</b>	An Employee who works at least the number of hours determined by an Employer for Full-time Employees under Article 28.
<b>General Retirement and Social Insurance Authority</b>	The General Retirement and Social Insurance Authority established pursuant to Article 26 of the Retirement and Pensions Law.
<b>Immigration Regulations</b>	The Regulations enacted or to be enacted by the Minister pursuant to the QFC Law relating to immigration of Sponsored Employees
<b>Part-time Employee</b>	An Employee who is not a Full-time Employee
<b>Person</b>	Includes a natural or judicial person, body corporate, or body unincorporate, including a branch, a company, partnership, unincorporated association or other undertaking, government or state
<b>QFC</b>	The Qatar Financial Centre
<b>QFC Authority</b>	The Qatar Financial Centre Authority established pursuant to Article 3 of the QFC Law
<b>Civil and Commercial Court</b>	The Civil and Commercial Court of the QFC established under the QFC Law
<b>Minister</b>	The Minister of Finance of the State



<b>QFC Entity</b>	Any company, branch or partnership established in or licensed to do business in the QFC
<b>QFC Institution</b>	Any entity, including the Employment Standards Office, established pursuant to Article 6 of the QFC Law
<b>QFC Law</b>	Law No. (7) of 2005 of the State, as amended from time to time
<b>Regulatory Authority</b>	The Regulatory Authority of the QFC established pursuant to Article 8 of the QFC Law
<b>Regulatory Tribunal</b>	The tribunal established under the QFC Law
<b>Retirement and Pensions Law</b>	Law No (24) of 2002 of the State on Retirement and Pensions (as amended), or such other laws that may substitute it from time to time from time to time).
<b>Sponsored Employee</b>	An Employee who is not of Qatari nationality and who is not sponsored in the State by a member of his family and is therefore sponsored in the State by his Employer
<b>State</b>	The State of Qatar
<b>Usual Salary</b>	The salary the Employee is usually paid; it includes basic salary, allowances and benefits given at each pay period

Comments:

1. The definition of 'Usual Salary' is only used in relation to sick leave and reference to "normal salary" has the same meaning as "Usual Salary".
2. The ESO Annual Leave Entitlement Interpretations and Guidance #2, April 2017 and Compensation in Lieu Guidance #1, February 2017, confirm that the rate of payment in lieu of any annual leave or compensation is equivalent to normal salary, being the salary the employee is normally paid, including basic salary, allowances and benefits given at each pay period.



## SCHEDULE 1 – CONTRAVENTIONS WITH FINANCIAL PENALTIES STIPULATED

<b>Article of the Regulations</b>	<b>Nature of contravention</b>	<b>Maximum Financial penalty for contravention</b>
10 - Employment of minors	Employment of minors without consent of the legal guardian	\$1,500 USD
14 - Records	Non-compliance with the provisions of this article	\$1,500 USD
Other contraventions of Part 3 of the Regs		\$1,500 USD
15 – Prohibition on discrimination	Discrimination based on sex, marital status, race, nationality or religion, mental or physical disability	\$3,500 USD
16 - Whistleblowing	Termination of employee in breach	\$3,500 USD
17 – Employment contract 17A – Part Time 17B – Fixed Term	Failure to provide a written employment agreement/noncompliance with mini-mum requirements	\$1,500 USD
18 - Probation period	Probation period longer than 6 months/ unilateral extension of probation period without agreement with the employee	\$1,500 USD
23 – Termination with notice	Failure to provide the notice period	\$1,500 USD
<b>Article of the Regulations</b>	<b>Nature of contravention</b>	<b>Maximum financial penalty for contravention</b>
25 – End of service	Delay in payment for any outstanding amounts	\$2,500 USD
Other contraventions of Part 6 of the Regulations		\$1,500 USD



<b>Article of the Regulations</b>	<b>Nature of contravention</b>	<b>Maximum financial penalty for first contravention</b>
35- Annual leave during first year	Non-compliance with the provisions of this article	\$1,500 USD
36 - Compensation in lieu of annual leave	Non-compliance with the provisions of this article	\$1,500 USD
37 - Haj Leave	Non-compliance with the provisions of this article	\$1,500 USD
38 - Sick leave	Non-compliance with the provisions of this article	\$1,500 USD
<b>Article of the Regulations</b>	<b>Nature of contravention</b>	<b>Maximum financial penalty for first contravention</b>
Other contraventions of Part 8 of the Regulations		\$1,500 USD
39 - Equal pay	Non-compliance with the provisions of this article	\$1,500 USD
40 - Maternity leave	Non-compliance with the provisions of this article	\$2,500 USD
41 - Maternity pay	Non-compliance with the provisions of this article	\$2,500 USD
42 - No termination 42A - Termination after Marriage or Maternity Leave	Non-compliance with the provisions of this article	\$3,500 USD
43 to 47 - Health and safety obligations	Non-compliance with the provisions of this article	\$3,500 USD
48 - Health and disability insurance	Non-compliance with the provisions of this article	\$1,500 USD
<b>Article of the Regulations</b>	<b>Nature of contravention</b>	<b>Maximum financial penalty for contravention</b>
49 - Work-related injuries	Non-compliance with the provisions of this article	\$1,500 USD



50 – Treatment of work related injuries	Non-compliance with the provisions of this article	\$1,500 USD
51 – Compensation for work related injuries	Non-compliance with the provisions of this article	\$1,500 USD
56 - Investigation	Obstruction from carrying out procedure, or withholding sensitive information	\$1,500 USD
57 – Determinations and orders of the ESO	Delay or failure to comply with an ESO determination and/or order	\$2,500 USD
60 – Obstruction of the ESO	Non-compliance with the provisions of this article	\$2,500 USD
61 – Obligation to keep information confidential	Non-compliance with the provisions of this article	\$1,500 USD
Other contraventions of Part 12 of the Regs		\$1,500 USD

