



# **QFC Employment Regulations**

**Version No. 3**

**Effective: 1 November 2011**

QATAR FINANCIAL CENTRE  
REGULATION NO. 10 of 2006  
QFC EMPLOYMENT REGULATIONS  
(AMENDED)

The Minister of Economy and Commerce hereby enacts the following regulations pursuant to Article 9 of Law No. (7) of 2005

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Yousef Kamal  
Minister of Economy and Commerce of the State of Qatar

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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:
  - (i) Employees of the QFC Authority, the Regulatory Authority, Appeals Body and Tribunal;
  - (ii) Employees of QFC Institutions; and
  - (iii) 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) Rules issued under these Regulations may specify which of these Regulations shall apply to temporary employees. Employees will not be classified as temporary if the employment period exceeds three (3) months in any consecutive twelve (12) months period.
- (5) 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.

### **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**

Words and expressions used in these Regulations and interpretative provisions applying to these Regulations are set out in Part 10.

## **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 Labour Department of the Ministry of Civil Service Affairs and Housing, the Ministry of Interior, the CID and all other relevant State authorities 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.

## **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.

### **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.

### **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.

### **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.

### **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.

### **Article 13 - Information to be submitted to the State Labour Office**

- (1) On a bi-annual basis, the Employment Standards Office shall provide to the State Labour Office the following information on any Employee employed during the last six (6) months and any changes to information previously provided on any Employee: name of the Employee, date of birth, nationality and job title.
- (2) This requirement shall not apply to temporary employees employed for three (3) months or less.

### **Article 14 - Records**

- (1) The Employer shall maintain the following records:
  - (A) in respect of each Employee: his name, nationality, job title, salary, date of commencement of work, marital 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.

## **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.

## **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.

## **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, public 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.

### **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.

**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.

**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.

**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.

**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.

**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.

**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.

#### **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.

#### **25A Retirement and Pension**

- (1) Notwithstanding Article 2 (5) (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 on which the QFC Law was enacted.
- (4) In this Article,

**Council of Ministers** means the Council of Ministers of the State.

**General Retirement and Social Insurance Authority** means the General Retirement and Social Insurance Authority established pursuant to Article 26 of the Retirement and Pensions Law.

**Retirement and Pensions Law** means **Law No (24) of 2002 of the State on Retirement and Pensions** (as amended from time to time).

## **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.

### **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
- (5) the deduction or payment has been ordered by the QFC Employment Standards Office or the Tribunal.

## **PART 8: WORK HOURS AND LEAVE**

### **Article 28 - Maximum weekly working time**

- (1) Subject to Article 30 - (Overtime) and Article 31 - (Exceptions), the maximum work hours are forty eight (48) hours per week.
- (2) The time spent on transport between residence and work is not included in the calculation of working hours.
- (3) 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.
- (4) 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 day.

### **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 in excess of six (6) hours each day without any deduction in salary.
- (2) 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.

### **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.

### **Article 31 - Exceptions**

Articles 28 (Maximum weekly working time) and 30 (Overtime) of these Regulations shall not apply to management and professional staff.

### **Article 32 - Public holidays**

- (1) Each employee shall be entitled to the following paid public 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 Independence Day; and
  - (D) Three (3) working days to be specified by the Employer.

- (2) If the circumstances of the work require the Employee to work during any such public holidays the Employee shall be compensated for the rest day by another day, or as otherwise agreed by the Employer and Employee.

### **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.
- (6) Annual leave does not accrue during periods of sick leave or maternity leave.

### **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.

### **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.

### **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.

### **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) Where an Employee is absent because of illness, the Employer shall, if the conditions set out in paragraph (2) below are satisfied, pay the Employee sick pay for that day at the Employee's normal rate of pay.
- (2) An Employee who requests leave under this section shall personally, or have someone on the Employee's behalf:
  - (A) notify the Employer that the Employee is unable to fulfil the duties reasonably expected in the Employee's position because of the Employee's illness;
  - (B) if required by the Employer, provide a medical opinion that states that the Employee cannot fulfil the duties reasonably expected in the Employee's position; and
  - (C) notify the Employer under paragraph (2)(A) above, at least once every seven (7) days during a period of absence.
- (3) An Employer who would, apart from this Article, be liable to pay sick pay to an Employee, is entitled to withhold the sick pay if the Employee fails to give notice to the Employer as required under this Article.
- (4) The maximum annual sick leave entitlement without a medical opinion certifying an appropriate medical condition is thirty (30) days and up to ninety (90) days with such certified medical opinion. If an Employee takes more than an aggregate of ninety (90) sick days in any twelve (12) month period, the Employer may terminate the employment immediately with written notice.
- (5) An Employee is not entitled to:
  - (A) compensation in lieu of sick leave not taken during each twelve (12) month period; or
  - (B) carry forward sick leave entitlement not taken in a twelve (12) month period into the next twelve (12) month period.

## **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.

### **Article 40 - Maternity leave**

- (1) A female Employee who has been employed by an Employer for a complete year preceding the eight (8) weeks before the expected week of childbirth shall be entitled to paid maternity leave for a period of three (3) months, as prescribed in Article 41. Such paid maternity leave shall include the period before and after the delivery.
- (2) If the employment period is less than a complete year preceding the eight (8) weeks before the expected week of childbirth, the female employee shall be entitled to unpaid maternity leave for the same duration.
- (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) At the option of the Employer maternity leave shall be granted subject to a medical certificate issued by a licensed physician stating the expected date of delivery.
- (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.

### **Article 41 – Maternity pay**

- (1) An Employer shall pay maternity pay at:
  - (A) the Employee's normal weekly pay for the first forty-five (45) days of maternity leave; and
  - (B) fifty (50) per cent of the Employee's normal weekly rate for the next forty-five (45) days of maternity leave.
- (2) An Employee shall not receive compensation in lieu of maternity leave.

**Article 42 - No termination**

The Employer may not, based on a female Employee's marriage or pregnancy:

- (1) terminate her employment; or
- (2) change her position or her conditions of employment,  
without the Employee's prior written consent.

## **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.

### **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.

### **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.

### **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.

### **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.

**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.

**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.

**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 Tribunal.

**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.

**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 Tribunal.

**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.

## 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.

### 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 or 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.
- (5) 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.
- (6) 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.

**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; 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 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).

#### **Article 60 - Obstruction of the Employment Standards Office and 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 Tribunal;
- (3) failure to appear before the Employment Standards Office or 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 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 Tribunal.
- (2) The appeal shall be filed within thirty (30) days of receipt of the determination, decision, or fine appealed and in accordance with the requirements prescribed in the TDR Regulations.
- (3) The Tribunal may grant a stay of the decision appealed from until the disposition of the appeal.
- (4) The 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 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 Tribunal give to the Employment Standards Office.

#### **Article 63 - Powers of the Tribunal on appeal**

- (1) Before considering an appeal under this Part, the 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 Tribunal may dismiss an appeal without a hearing of any kind if satisfied that:
  - (A) the appeal is not within the 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 Tribunal, in addition to any powers it has under the TDR Regulations, 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 of Employees;
  - (B) procedures for initiating and filing complaints;
  - (C) consistent with the TDR Regulations procedures for appealing and reconsidering decisions, determinations or penalties imposed by the Employment Standards Office;
  - (D) a scale of compensation for work-related injuries or deaths; and
  - (E) a scale of monetary fines.

## 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; and
  - (F) writing includes any form of representing or reproducing words in a legible form.
- (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:

CRO	The Companies Registration Office established pursuant to Article 7 of the QFC Law
Employee	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
Employer	The QFC Authority, the Regulatory Authority, Appeals Body, Tribunal, QFC Institution or QFC Entity which employs one or more Employees
Immigration Regulations	The Regulations enacted or to be enacted by the Minister pursuant to the QFC Law relating to immigration of Sponsored Employees

Employment Standards Office	the office of the QFC Authority responsible for employment issues established by Article 49 of this Law
Person	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
QFC	the Qatar Financial Centre
QFC Authority	the Qatar Financial Centre Authority established pursuant to Article 3 of the QFC Law
QFC Entity	any company, branch or partnership established in or licensed to do business in the QFC
QFC Institution	the Companies Registration Office or any other institution or body created under Article 6 or Article 9 of the QFC Law
QFC Law	Law No. (7) of 2005 of the State
Regulatory Authority	the Regulatory Authority of the QFC established by Article 8 of the QFC Law
Sponsored Employee	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
State	the State of Qatar
TDR Regulations	the Regulations enacted or to be enacted by the Minister pursuant to the QFC Law relating to dispute resolution
Tribunal	the Tribunal established pursuant to the TDR Regulations

## Endnotes

### 1 Abbreviation key

a	=	after	om	=	omitted/repealed
am	=	amended	orig	=	original
amdt	=	amendment	par	=	
app	=	appendix	prev	=	previously
art	=	article	pt	=	part
att	=	attachment	r	=	rule/subrule
b	=	before	renum	=	renumbered
ch	=	chapter	reloc	=	relocated
def	=	definition	s	=	section
div	=	division	sch	=	schedule
g	=	guidance	sdiv	=	subdivision
hdg	=	heading	sub	=	substituted
ins	=	inserted/added			

### 2 Regulation history

#### **QFC Employment Regulations (Amended) 2008/01**

Made: 29 Jan 2008

Commenced: 29 Jan 2008

as amended by

#### **Amendments of Employment Regulations 2011-01**

made: 1 Nov 2011

commenced: 1 Nov 2011

### 3 Amendment history

#### **Application**

art2 (5)                      am 2011-01

#### **End of Service**

art 25A                      ins 2011-01