

## Law No. (15) of 2017 on Domestic Workers

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**We,**

**Tamim Bin Hamad Al-Thani,**

**Emir of the State of Qatar,**

After having perused the Constitution,

The Civil and Commercial Procedure Law promulgated by Law No. (13) of 1990, and its amending laws thereof,

The Labour Law promulgated by Law No. (14) of 2004, and the amending laws thereof,

Law No. (21) of 2015 on Regulating Expatriates' Entry, Exit and Residency, as amended by Law No. (1) of 2017,

The proposal of the Minister of Administrative Development, Labour and Social Affairs, and

The draft law submitted by the Council of Ministers, and

After having consulted the *Shura* Council,

**Have decided the following Law:**

## Article (1)

In the implementation of the provisions of this Law, the following words and phrases shall have the meanings assigned to them respectively, unless the context otherwise requires:

**Ministry:** The Ministry of Administrative Development, Labour and Social Affairs.

**Minister:** The Minister of Administrative Development, Labour and Social Affairs.

**Department:** The competent administrative unit at the Ministry.

**Employer:** The natural person who employs a worker.

**Worker:** The natural person who performs works under the management and supervision of the Employer in return for a wage, such as a driver, nursemaid, cook, gardener and equivalent categories.

**Domestic Works:** The works carried out by the Worker for the Employer or the residents therewith.

**Employment Contract:** The agreement between the Employer and the Worker by virtue of which the Worker shall be committed to perform Domestic Works assigned to him by the Employer in return for a wage.

**Wage:** The cash amount paid by the Employer to the Worker in return for the work he/she performed.

## Article (2)

The provisions established in respect to expatriate workers shall apply to the recruitment of domestic workers, their medical examination and permitting their residency in a way that does not contradict with the provisions of this Law.

## Article (3)

The Worker shall not be employed without an Employment Contract written and ratified by the Department and issued in three copies: one to be handed to each party and a third to be kept at the Department.

The Employment Contract shall be written in Arabic language, and a translation thereof in another language may be attached. In case of discrepancies between both texts, the text written in Arabic shall prevail.

The Employment Contract shall specify the provisions of the work relationship between its both parties, and shall particularly include the following data:

- 1- Employer's name, nationality and place of residence.
- 2- Worker's name, nationality and place of residence.
- 3- Date of conclusion of contract.
- 4- Type and nature of work assigned to a Worker.
- 5- Commencement date of work and probation period.

- 6- Duration of contract and terms of renewal and termination.
- 7- Wage agreed upon, method and date of payment.
- 8- Any provisions or data stipulated by this Law.

#### **Article (4)**

Workers shall be recruited by one of the licensed recruitment offices in accordance with the provisions of the Labour Law referred to. As an exception, the Employer or his/her representative may recruit workers from abroad for his/her own benefit after the Department's approval.

#### **Article (5)**

It is prohibited to recruit or employ workers of both genders under the age of eighteen or over the age of sixty.

The Minister or his deputy shall be entitled to grant exemptions as to maximum age limit.

#### **Article (6)**

The Worker shall be subject to a paid probation period, the duration and controls of which shall be determined by a decision from the Minister.

#### **Article (7)**

The Employer shall be committed to the following:

- 1- Providing the domestic worker with proper food and housing, appropriate health care, medications and medical supplies in case of sickness or injury during or due to work, without imposing any financial burden on the worker.

- 2- Treating the domestic worker well in a manner that preserves his/her dignity and physical integrity.
- 3- Refraining from putting the worker's life or health in danger or inflicting any kind of physical or psychological harm on him/her.
- 4- Not employing the Worker during his/her sick leave.
- 5- Not employing the Worker during his/her daily rest periods or weekly leaves unless otherwise agreed on by the two parties.

### **Article (8)**

The Employer shall be committed to paying the Worker his/her agreed monthly wage in Qatari currency at the end of each Gregorian month, and not later than the third day of the next month.

The Employer's liability shall not be discharged from the Worker's wage unless he/she proves that he has deposited the wage in the Worker's bank account or has handed him/her the wage in cash by virtue of a clearance signed by the Worker, stating that he/she has received the full wage.

The Employer shall be prohibited from deducting any fees, charges or expenses from the Worker's due wage in return for the procedures of bringing him/her to the State.

### **Article (9)**

The Employer shall be prohibited from employing the Worker abroad without his/her consent. In case it has been proven, the Worker may terminate his/her Employment Contract before the expiry of its duration and while retaining his/her full right to an end-of-service gratuity. The Worker is further entitled to being returned to his/her home country or place of residence at the Employer's expense.

### **Article (10)**

If a Worker dies, the Employer shall bear the costs of processing and transporting his/her corpse to his/her home country or place of residence if the Worker's family so requested.

If the Employer does not transport the Worker's corpse after his/her death, the Department shall do so at the Employer's expense, and shall retrieve expenditures in this regard through administrative procedures.

The Employer shall deposit all the Worker's dues, including the Worker's end-of-service gratuity, with the Department treasury during a period of no more than fifteen days as of the day of his knowledge of the Worker's death, provided that the deposit minutes shall include a detailed report stating the calculation method of the amounts referred to.

The competent court shall distribute the deposited amounts among the deceased Worker's heirs in accordance with Islamic Sharia provisions or the Personal Status Law applicable in the deceased Worker's home country. If three years have elapsed since the date of deposit without the person

deserving the due amounts being known, the court shall transfer these amounts to the State Public Treasury.

### **Article (11)**

The Worker shall be committed to the following:

- 1 - Respecting the State's laws, customs, social traditions and religious and moral values.
- 2 - Performing the work agreed upon, and any other works of its requirements, by himself, accurately and honestly.
- 3 – Preserving the secrets, money and property of the Employer, his residents and visitors, and refrain from harming their interests, with due care and concern.
- 4- Executing the instructions and orders of the Employer and his residents in the best manner unless they violate the law or the Employment Contract, or endanger his/her own life or money, or the life or money of others.
- 5 – Maintaining the things he/she receives to do his/her work, using them for their purpose, according to the nature of use, and returning them to the Employer at the end of his service.
- 6 – Refraining from paid or unpaid work for others in violation of provisions of the law or regulations applicable in the State.

7 – Treating the Employer, his family and the residents with him well, and refraining from abusing them, especially children and the elderly among them.

### **Article (12)**

Maximum working hours shall be ten hours per day, unless otherwise agreed on, intermitting by breaks for worshipping, resting and having meals. These breaks shall not be included in the calculation of working hours.

### **Article (13)**

The Worker shall be entitled to a weekly paid leave of not less than twenty-four consecutive hours. Date of the weekly leave shall be determined in accordance with what the two parties agreed upon in the Employment Contract.

### **Article (14)**

For every Gregorian year in service, the Worker shall be entitled to an annual paid leave of three weeks. Unless otherwise agreed without prejudice to the Worker's interest, he/she may divide it and may choose the date and place of spending thereof.

For every two years of service, the Worker shall be entitled a flight ticket to his/her country of origin or place of residence to spend his/her entire due leave or the remaining part of it. In case of final exit, he/she shall be entitled to only a return ticket to his/her country of origin or place of residence.



### **Article (15)**

In addition to any amounts due to the Worker at the end of his/her term of service, the Employer shall pay an end-of-service gratuity to the Worker who has been employed for a period of one full year or more as of the effective date of this Law. The gratuity shall be determined and agreed by both parties, provided it is not less than a three-week-pay for each year of service. The Worker is further entitled to get a gratuity for fractions of the year based on the entire duration of service proportionately.

The Employer shall be entitled to deduct from the gratuity the amounts the Worker owes to the Employee.

### **Article (16)**

The Employer may dismiss the Worker without notice and without granting him end-of-service gratuity for the year in which he is dismissed in case the Worker breaches his/her obligations under the provisions of this Law or the Employment Contract.

### **Article (17)**

The Worker may terminate the Employment Contract before the expiry of its term while keeping his/her full right to an end-of- service gratuity in any of the following cases:

- 1- When the Employer breaches his/her obligations under the provisions of this Law or the Employment Contract.
- 2- When the Employer or his/her representative deceives the Worker in relation to terms of employment at the time of conclusion of the contract.
- 3- When the Employer or one of the members of his/her family assaults the Worker in a manner that affects his/her body or life.
- 4- When a serious danger threatens the safety or health of the Worker, provided that the Employer is aware of such danger and has done nothing to eliminate it.

### **Article (18)**

Disputes arising between the Employer and the Worker, which are related to the application of the provisions of this Law or the Employment Contract, shall be subjected to the provisions of Chapter "Eleven bis" of the Labour Law referred to.

### **Article (19)**

The Worker's compensation for work injuries shall be in accordance with the provisions of Labour Law referred to.

### **Article (20)**

The lawsuit which claims rights arising from the provisions of this Law, or the Employment Contract, shall be dropped by the lapse of one year from the date of expiry or termination of the contract due to any reason or leaving the work.

### **Article (21)**

Without prejudice to any more severe penalty stipulated by any other law,

1- Whoever violates any of the provisions of Articles (3 First paragraph), (4), (7), (9), (12), (13), (14) and (15) of this Law shall be punished by a fine not exceeding (5,000) five thousand Riyals.

2- Whoever violates any of the provisions of Articles (5) and (8) of this Law shall be punished by a fine not exceeding (10,000) ten thousand Riyals.

### **Article (22)**

All those addressed by the provisions of this Law shall adjust their statuses in accordance with its provisions, within six months as of the date it takes effect.

The Minister may extend this period for another similar period.

### **Article (23)**

The Minister shall issue the decisions necessary for the implementation of the provisions of this Law.

### **Article (24)**

All competent authorities, each within its own competence, shall implement this Law. It shall be published in the Official Gazette.

**Tamim Bin Hamad Al-Thani**

**Emir of the State of Qatar**

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