



الجمعية الكويتية لحقوق الإنسان
KUWAIT SOCIETY FOR HUMAN RIGHTS



المركز الكويتي للدراسات والبحوث
Kuwait Center for Studies and Research



Funded by
the European Union

Worker's Guide

in the private and oil sector in the **State of Kuwait**



Second Edition
2022

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This guide is prepared according to the following criteria:

- 01  Kuwaiti Labor Law No. 6 of 2010 on work in the private sector.
- 02  Resolutions implemented by the Labor Law No. 6 of 2010 on work in the private sector.
- 03  Guidebook to the management of labor relations and its units.
- 04  User's guide to disputes and labor relations.
- 05  Complaints and inquiries received by the Hotline at Kuwait Society for Human Rights.

Online electronic version of the guide:

* This guide can be obtained via the website of Kuwait Society for Human Rights **www.kuwaithr.org** or the electronic platform “**Together**” **www.togetherkw.org**

* The electronic version will be continuously amended and updated to reflect any new legislation as well as any new services provided by the government or civil society organizations.

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Introduction

Kuwait Society for Human Rights works to protect the rights of migrant workers in the State of Kuwait and to educate them on the articles of the Labor Law.

For this purpose, implementation of activities related to the protection of the rights of migrant workers in Kuwait, and the most prominent of which is this guide for each worker.

This guide is concerned with simplifying the concepts of the legal articles that the worker needs to know while he is working in Kuwait, and it has been prepared according to a number of mechanisms, the most important of which is the repeated number of complaints and inquiries that are received by the Society via the hotline service or the electronic platform. The Society responds through those two services to everyone's enquiries about the Labor Law and labor rights and duties in Kuwait.

The guide depends on the workers' complaints that are received by the Society through its social networking pages or cases transferred to the lawyers working with the KSHR who are assigned to defend the cases of the workers who are unable to pay lawyers' fees.



This guide contains a number of knowledge summarized from the Kuwaiti Labor Law No. 6 of 2010 on work in the private sector and its implementing decisions, the guide of the Department of Labor Relations and its units and the user guide for disputes and labor relations. It contains an integrated presentation of the rights and duties of migrant labor in the private sector, in addition to the domestic labor.

In its various pages, the guide has dealt with the following items: «Conditions of transfer, procedures for submitting a complaint and the rights of workers in the private sector through the Labor Law»

In conclusion, Kuwait Society for Human Rights hopes that this guide will be an important reference for the worker in Kuwait and hopes that the project will achieve positive results in protecting the rights of workers who have been subjected to any illegal violations and will be the protective umbrella of their rights. It also hopes that the project will expand the workers' awareness of their legally guaranteed rights and how to protect them from any unfair treatment.

Khaled Al-Hamidi Al-Ajmi

Chairman

Kuwait Society for Human Rights

1

Workers' rights in the Labor Law No. 62010/ on work in the private sector and its implementing decisions



Dear worker remember that:

The provisions of the Kuwaiti Labor Law apply to every male or female performing manual or mental work for the benefit of the employer under his direction and supervision in return for a wage paid to the worker by the employer monthly or daily⁽¹⁾.



The provisions of the Kuwaiti Labor Law represent the minimum rights of workers, and there is no objection to the inclusion of better rights and privileges for the worker in the individual or collective labor contracts or regulations of the employer or the general customs⁽²⁾.

Your passport and all your personal documents should be kept by you in all cases and not to be handed over to anyone. Remember that the law prohibits employers in the private sector and the oil business sector from booking travel documents of their employees⁽³⁾.



Make sure to remind the employer to extract your work permission from the competent department within one month from the date you enter the country^(*).

(1) Article 1 of the Labor Law No. 6 of 2010 on work in the private sector.

(2) Article 6 of the Labor Law No. 6 of 2010 on work in the private sector.

(3) Article 32 of the administrative decision No. (839 / Q) of 2015 regarding the organization of work in the civil and oil sectors.

* Article 27 of the administrative decision No. (839 / Q) of 2015 regarding the organization of work in the civil and oil sectors.

The work permission may be issued for the worker for a maximum period of three years and can be renewed. The renewal application may be submitted six months prior to the date of termination of the work permission on the form prepared for this purpose by the competent labor department, attached with following documents⁽⁴⁾:

- 01 A valid travel document
- 02 A copy of previous job permission
- 03 An original copy of the work contract that meets the data specified in Law No. 6/2010 on work in the private sector
- 04 A copy of the form approved for signature of the employer or the authorized to sign with the Labor Department
- 05 Fees are collected
- 06 Any other documents specified by the Authority

(4) Administrative Decision No. (750) for the year 2017 amending the text of Article (28) of the administrative decision (839 / Q) of 2015 regarding the organization of work in the civil and oil sectors.

What are the conditions for issuing a work permission for three years?⁽⁵⁾



01

The validity of the license of the Ministry of Commerce and Industry for the establishment in which you work.



02

The validity of your passport for three years or more.



03

The approval of the employer according to the employment contract.



First

Work contract formation

Dear worker:

Take care of

Have a good look at all the terms of the employment contract before signing it, and remember that you have the right to take a copy of the contract.



(5) Website of the Public Authority for Labor Force.

Remember that the employment contract must be written and include the following data ⁽⁶⁾:

- ✓ The date of the contract and the date of its entry into force.
- ✓ Personal data of the two parties.
- ✓ Value of wage and nature of work.
- ✓ Duration if it is fixed, so that it is not less than one year and not more than 5 years with the consent of both parties.
- ✓ Written in Arabic and another language may be added such as English.
- ✓ Include the duration of annual leave.
- ✓ Include the number of working hours per day.
- ✓ Insurance against injuries and occupational diseases.
- ✓ End of service benefits.
- ✓ Applicable law.
- ✓ Competent Court.
- ✓ The signature of the two parties on the contract and may include other special conditions.
- ✓ To be written in three copies; a copy for each party and the third shall be deposited with the Public Authority for Labor Force.
- ✓ Trial period is provided that does not exceed 100 days and either party may terminate the contract during the trial period without notice.

(6) Article 28 of the Labor Law No. 6 of 2010 on work in the private sector.



A model of a pilot employment contract in the private sector

Note /

This model is a guiding model for the terms and conditions of the employment contract in the private sector, and each company is entitled to prepare a similar model for its publications, provided that it includes all the terms and conditions contained in this model.

Sample Form of an Employment Contract in the Civil Sector

State of Kuwait
Public Authority for Manpower/_____ Labour Department
On _____ corresponding to _____ the present contract was concluded by and between:

١. Company/ institution _____ represented in
signature in the present contract by:
Name:
Civil card:
(First party)
٢. Name:
Nationality:
Civil card:
Residence:
(Second party)

Preamble

The first party owns the facility entitled _____ working in the field of _____; whereas it wishes to conclude a contract with the second party to work for it in the profession of _____; whereas the parties acknowledged their capacity to conclude this contract, they agreed upon the following:

Article One

The preamble above shall constitute an integral part of the present contract.

Article Two

"Nature of the Work"

The first party concluded a contract with the second party to work for it in the profession of _____ in the State of Kuwait.

Article Three

"Probation Period"

The second party shall be subject to a probation period for a term not exceeding ١٠٠ work days. Each party shall have the right to terminate the contract during the said term without notification.

Article Four

"Lease Value"

For executing the present contract, the second party shall receive the wage of _____ dinars to be paid at the end of every _____. The first party may not decrease the wage during the term of the contract. It may not transfer the second party to daily wage without his approval.

Article Five

"Contract Term"

The contract shall come into force on _____. The second party shall execute his work during the entire execution term thereof.

Article Six

"Contract Term"

The present contract has a definite term. It shall come into force on _____ for a term of _____ years. The contract may be renewed with the approval of the parties for similar terms not exceeding five years.

The present contract has an indefinite term and it shall come into force on _____.

*Considering the contract as having a definite or indefinite term shall be subject to the will of the two parties.

نموذج عقد عمل إسترشادي

في القطاع الأهلي

دولة الكويت
الهئية العامة للقوى العاملة / إدارة عمل _____
إنه في يوم _____ الموافق / / تحرر هذا العقد بين كل من:-

- ١- شركة / مؤسسة - _____ ويعتدها في التوقيع على العقد
الاسم
رقم مني
" طرف اول "
- ٢- الاسم:
الجنسية:
رقم مني:
الإقامة:
" طرف ثان "

تمهيد

يمتلك الطرف الأول منشأة باسم _____ تعمل في مجال _____ ويرغب في التعاقد مع الطرف الثاني للعمل لديه بمهنة _____ وبعد أن أقر الطرفان بأهليتهما في إبرام هذا العقد تم الاتفاق على ما يلي :

البند الأول

يعتبر التمهيد السابق جزء لا يتجزأ من هذا العقد .

البند الثاني

" طبيعة العمل "

تعاقد الطرف الأول مع الطرف الثاني للعمل لديه بمهنة _____ داخل دولة الكويت

البند الثالث

" فترة التجربة "

يخضع الطرف الثاني لفترة تجريبية لمدة لا تزيد عن ١٠٠ يوم عمل ، ويحق لكل طرف إنهاء العقد خلال تلك الفترة دون إخطار .

البند الرابع

" قيمة الأجر "

يتقاضى الطرف الثاني عن تنفيذ هذا العقد أجراً مقداره _____ ديناراً يدفع في نهاية كل _____ ، ولا يجوز للطرف الأول تخفيض الأجر أثناء سريان هذا العقد . ولا يجوز نقل الطرف الثاني إلى الأجر اليومي دون موافقته .

البند الخامس

" نفاذ العقد "

يبدأ نفاذ العقد اعتباراً من _____/_____/_____ ويلتزم الطرف الثاني بالقيام بأداء عمله طوال مدة نفاذه

البند السادس

" مدة العقد "

هذا العقد محدد المدة ويبدأ اعتباراً من _____/_____/_____ ولمدة _____ سنوات ، ويجوز تجديد العقد بموافقة الطرفين لمدة مماثلة بعد أقصى خمس سنوات ميلادية

- هذا العقد غير محدد المدة ويبدأ اعتباراً من _____/_____/_____ .

* اعتبار العقد محدد المدة أو غير محدد المدة يخضع لإختياره لإرادة

Note /

This model is a guiding model for the terms and conditions of the employment contract in the private sector, and each company is entitled to prepare a similar model for its publications, provided that it includes all the terms and conditions contained in this model.

Article Seven "Annual Leave" The second party shall have the right to a paid annual leave with a term of _____ days. It shall not be due on the first year save after the expiration of nine months to be calculated from the date of the contract coming into force. Article Eight "Number of Work Hours" The first party may not require that the second party work for a term exceeding eight daily work hours with rest periods not less than one hour, except for the cases set forth in the law. Article Nine "Ticket Value" The first party shall bear the expenses of the return of the second party to his country after the expiration of the work relationship and his final departure from the country. Article Ten "Insurance against Injuries and Work Maladies" The first party shall insure the second party against injuries and work maladies. It shall also commit to the health insurance value in accordance with the law No. (١) of the year ١٩٩٩. Article Eleven "End of Service Benefit" The second party shall be due the end of service benefit as set forth in the regulating laws. Article Twelve "Applicable Law" The provisions of the Labour code in the civil sector No. ٦ of ٢٠١٠ and the decisions executing the same shall apply for all matters not provided for in the present contract. Shall be considered null every condition agreed upon in violation of the provisions of the law, unless the same has a better benefit for the worker. Article Thirteen "Special Conditions" ١. _____ ٢. _____ ٣. _____ Article Fourteen "Specialized Court" The court of first instance and its Labour departments, in accordance with the provisions of the law No. ٤٦ of the year ١٩٨٧, shall be competent to persecute any conflicts resulting from the execution or interpretation of the present contract. Article Fifteen "Contract Language" The present contract was made in Arabic and _____. The Arabic texts shall prevail in the case of any conflict between them. Article Sixteen "Contract Copies" The present contract was made in three copies, one for each party to work in accordance therewith. The third copy shall be deposited at the Public Authority for Manpower.	الطرفين . البند السابع "الإجازة السنوية" للطرف الثاني الحق في إجازة سنوية مدفوعة الأجر مدتها _____ يوما ، ولا يستحقها عن السنة الأولى إلا بعد انقضاء مدة تسعة أشهر تحسب من تاريخ نفاذ العقد . البند الثامن "عدد ساعات العمل" لا يجوز للطرف الأول تشغيل الطرف الثاني لمدة تزيد عن ثماني ساعات عمل يوميا تحتفلها فترة راحة لا تقل عن ساعة باستثناء الحالات المقررة قانونا . البند التاسع "قيمة تذكرة السفر" يتحمل الطرف الأول مصاريف عودة الطرف الثاني إلى بلده عند انتهاء علاقة العمل ومغادرته نهائيا للبلاد. البند العاشر "التأمين ضد إصابات وأمراض العمل" يلتزم الطرف الأول بالتأمين على الطرف الثاني ضد إصابات وأمراض العمل ، كما يلتزم بقيمة التأمين الصحي طبقا للقانون رقم (١) لسنة ١٩٩٩ . البند الحادي عشر "مكافأة نهاية الخدمة" يستحق الطرف الثاني مكافأة نهاية الخدمة المنصوص عليها بالقوانين المنظمة البند الثاني عشر "القانون الواجب التطبيق" تسري أحكام قانون العمل في القطاع الأهلي رقم ٦ لسنة ٢٠١٠ والقرارات المنفذة له فيما لم يرد بشأنه نص في هذا العقد ، ويقع باطل كل شرط تم الاتفاق عليه بالمخالفة لأحكام القانون ، ما لم يكن فيه ميزة أفضل للعامل . البند الثالث عشر "شروط خاصة" ١. _____ ٢. _____ ٣. _____ البند الرابع عشر "المحكمة المختصة" تختص المحكمة الكلية ودوائرها الصالية طبقا لأحكام القانون رقم ٤٦ لسنة ١٩٨٧ ، بنظر كافة المنازعات الناشئة عن تطبيق أو تفسير هذا العقد . البند الخامس عشر "لغة العقد" حرر هذا العقد باللغتين العربية و_____ ، ويعتد بنصوص اللغة العربية عند وقوع أى تعارض بينهما . البند السادس عشر "نسخ العقد" حرر هذا العقد من ثلاث نسخ بيد كل طرف نسخة للعمل بموجبها والثالثة تودع لدى الهيئة العامة لتقوى العاملة .
الطرف الثاني Second Party	الطرف الأول First Party

Important Instructions



It is absolutely not permitted

To have any reduction of the wage of the worker during the period of the contract validity, whether fixed or indefinite, and it is considered invalid since it is in relation to the public system that invalidates any agreement precedes or proceeds the validity of the contract⁽⁷⁾.



It is not permitted

For the employer to assign the worker to perform a work that is inconsistent with the nature of the work specified in the contract or does not correspond to the qualifications and experience of the worker on which the contract was contracted⁽⁸⁾.



It is not permitted

To Infringement upon the acquired worker's benefits arising from the previous contract during the renewal of the employment contract⁽⁹⁾.

Employment contract

Which is fixed-term should not be more than five years and not less than one year. The contract may be renewed at the end of its term with the consent of both parties⁽¹⁰⁾.

You need to know

That all contracts are written in Arabic and a translation in one of the other languages may be added, with reference to the Arabic text in case of any dispute⁽¹¹⁾.

The employment contract is considered

Fixed-term again for the same duration and under the same terms if the two parties continue to implement it after its expiry without renewal unless the two parties agree to renew it on other terms⁽¹²⁾.

(7) (8) Article 28 of the Labor Law No. 6 of 2010 on work in the private sector.

(9) Article 31 of the Labor Law No. 6 of 2010 on work in the private sector.

(10) Article 30 of the Labor Law No. 6 of 2010 on work in the private sector.

(11) Article 29 of the Labor Law No. 6 of 2010 on work in the private sector.

(12) Article 31 of the Labor Law No. 6 of 2010 on work in the private sector.



Second Termination of employment contract by one of the parties



Dear worker

It is necessary to distinguish between a fixed-term contract and an indefinite contract in terms of termination without right or without legal justification by one party and the consequences thereof:



01

If one of the parties (the worker or the employer) terminates a fixed-term employment contract unlawfully, he shall compensate the other party for the damage suffered, provided that the amount of compensation does not exceed the equivalent of the wage of the worker for the remaining period of the contract ⁽¹³⁾.

02

An indefinite employment contract may be terminated by either party (the worker or the employer) provided that the other party is notified as follows ⁽¹⁴⁾:

At least three months prior to the termination of the contract for workers hired on a monthly basis.

At least one month before the termination of the contract for other workers. If the party that terminated the contract does not observe the notice period, it is obliged to pay the other party the notice period equal to the worker's wage for the same period.

(13) Article 47 of the Labor Law No. 6 of 2010 on work in the private sector.

(14) Article 44 of the Labor Law No. 6 of 2010 on work in the private sector.

Add to your information

The notification by the employer in the indefinite contract gives you the right to be absent for **a full day** in the week or **eight hours** during the week to search for another job as you are entitled to be paid for the day or hours of absence. You have the right to specify the day of absence and its hours provided that you notify the employer at least a day before the absence ⁽¹⁵⁾.



The employer shall have the right to exempt you from work during the notice period with counting the period of service continuing until the end of the notice period and you are entitled to be paid during the notice period⁽¹⁶⁾.

(15) (16) Article 44 of the Labor Law No. 6 of 2010 on work in the private sector.



Third **End of service benefits**

Dear worker:

Remember well that you deserve full end of service benefits in the following cases:

01

The worker has the right to terminate the employment contract without notice to the employer and his entitlement to the end of service benefits in full in any of the following cases ⁽¹⁷⁾:

If the employer does not comply

With the terms of the contract signed by the two parties or by the provisions of the law.

If the continuation of work

Would threaten the safety or health of the worker by virtue of a decision of the medical jury of the Ministry of Health.

If the employer

Has charged the worker with a punishable offense and a final judgment declared him not guilty.

If the worker is exposed to

An attack by the employer or his representative or by incitement from either of them, whether physical or moral.

If the employer

Or his representative has committed fraud at the time of the contract in respect of the working terms.

If the employer

Or his representative has committed an immoral act towards the worker.



(17) Article 48 and through paragraph C of the text of Article 52 of the Labor Law No. 6 of 2010 on work in the private sector.

02**The worker is entitled to full end of service benefits**

In the case of termination of the contract for a reason due to the worker's death or proven inability to perform the work assigned to him or he exhausts his sick leave by a certificate approved by the competent official medical authorities⁽¹⁸⁾.

03**The worker is entitled to full end of service benefits**

In case the contract is terminated by the force of the law such as closing the establishment permanently or issuing a final judgment declaring the employer's bankruptcy or the transfer of the establishment to others through sale, merger, inheritance, donation or other legal actions⁽¹⁹⁾.

04**The worker is entitled to full end of service benefits**

If the contract is terminated by the employer or the term of the fixed-term contract ends without being renewed or if the working woman terminates the contract on her part because of her marriage within one year from the date of marriage⁽²⁰⁾.

05**The worker is entitled to full end of service benefits**

If he has served for a period of ten years or more and has terminated an indefinite contract on his part or ceases to work without an acceptable excuse for seven consecutive days or twenty separate days within a year, the employer may deem him to have resigned⁽²¹⁾.

(18) Article 49 through paragraph C of the text of Article 52 of the Labor Law No. 6 of 2010 on work in the private sector.

(19) Article 50 through paragraph C of the text of Article 52 of the Labor Law No. 6 of 2010 on work in the private sector.

(20) Article 52 of the Labor Law No. 6 of 2010 on work in the private sector.

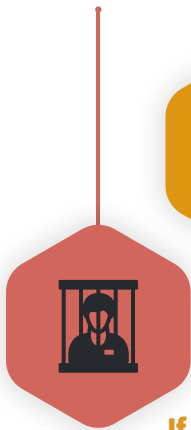
(21) Articles 42 and 53 of the Labor Law No. 6 of 2010 on work in the private sector.

The worker is entitled to end of service benefits

Despite being dismissed by the employer in one of the following cases ⁽²²⁾:

If he is convicted of

A crime of honor, honesty or morals.



If he committed

An act that violates public morality in the workplace.



If he attacked

One of his colleagues or the employer or his representative during or because of the work.



If he breached or neglected

Any of the obligations imposed upon him by the terms of the contract and the provisions of this law.



If he is repeatedly proved to be in contrary

To instructions of the employer.



(22) Paragraph B of Article 41 of the Labor Law No. 6 of 2010 on work in the private sector.



Dear worker

You need to know that you have the right to a portion of the end of service benefits in the following cases:



01 | The worker shall be entitled to two-thirds of the end of service benefits

if his period of service is **(5) years** and he has not reached **(10) years** and he terminated the indefinite contract on his part ⁽²³⁾ or he ceased to work for seven consecutive days or twenty days during the year which allowed the employer to deem him to have resigned ⁽²⁴⁾.

02 | The worker is entitled to half of the end of service benefits

if the period of his service is **(3) years** and he has not reached **(5) years** and he terminates the indefinite contract on his part ⁽²⁵⁾ or he ceases to work for seven consecutive days or twenty days during the year which allow the employer to deem him to have resigned ⁽²⁶⁾.

(23) Article 53 of the Labor Law No. 6 of 2010 on work in the private sector.

(24) Article 42 of the Labor Law No. 6 of 2010 on work in the private sector.

(25) Article 53 of the Labor Law No. 6 of 2010 on work in the private sector.

(26) Article 42 of the Labor Law No. 6 of 2010 on work in the private sector.



Avoid denial of end of service benefits:

01

If the worker commits an error resulting in a serious loss to the employer.

The employer shall have the right to dismiss the worker without notice period, compensation or end of service benefits, if the worker commits one of the following⁽²⁷⁾:

If the worker is found to have obtained the work as a result of cheating or fraud.

If the worker discloses the secrets of the establishment, which may cause a realized loss.

02

“
The worker shall not be entitled to any end of service benefits

If the period of his service is less than **(3) years** and he terminates the indefinite contract on his part ⁽²⁸⁾ or he ceases to work for seven consecutive days or twenty days during the year which allow the employer to deem him to have resigned ⁽²⁹⁾.

(27) Paragraph A of Article 41 of the Labor Law No. 6 of 2010 on work in the private sector.

(28) Article 53 Labor Law No. 6 of 2010 on work in the private sector.

(29) Article 42 Labor Law No. 6 of 2010 on work in the private sector.

What is the amount of end of service benefit ⁽³⁰⁾:

● For worker with monthly wages

15 days

for each of the first five years and a wage of (one month) for each of the years following the first five years, so that the benefit does not exceed a year and a half in total.

● For workers with daily, weekly, hourly or piece-by-hour wages

10 days

for each of the first five years and (15) days for each of the following years so that the benefit does not exceed one year.

(30) Article 51 Labor Law No. 6 of 2010 on work in the private sector.

(31) Article 54 Labor Law No. 6 of 2010 on work in the private sector.

“

Dear worker:

Remember that you have the right to obtain an end of service certificate (Certificate of experience) from your employer at the end of your employment contract, including the length of the work and the last wage. This certificate should not contain any statements that may offend the worker or reduce his employment opportunities explicitly or implicitly. The employer should return to the worker what documents, certificates or tools he has deposited with him ⁽³¹⁾.





Fourth

Work system and conditions

What is the definition of wage and what elements are included in its account?



- The wage shall mean the payment of the worker from the basic wage or should be paid to him for and because of his work plus all the elements stipulated in the contract or the employer's regulations without violating the social allowance and the children's allowance and what the worker regularly receives from allowances, bonuses, grants, gifts or cash benefits shall be included in the wage ⁽³²⁾.



It is not permitted

For the employer to transfer a worker of monthly wage to another category without the worker's written consent without violating the rights acquired by the worker during the period of his employment with the monthly wage ⁽³³⁾.



It is not permitted

To deduct of more than 10% of the worker's wages in return for debts or loans owed to the employer and the employer may not receive any interest thereon ⁽³⁴⁾.



It is not permitted

To detain the worker's wage or deduct more than (25%) for a debt of expenditure, food, clothing or other debts, including the debt of the employer. When accumulated, the debt of the expenditure is provided on other debts ⁽³⁵⁾.

(32) Article 55 of the Labor Law No. 6 of 2010 on work in the private sector.

(33) Article 58 of the Labor Law No. 6 of 2010 on work in the private sector.

(34) Paragraph A of Article 59 of the Labor Law No. 6 of 2010 on work in the private sector.

(35) Paragraph B of Article 59 of the Labor Law No. 6 of 2010 on work in the private sector.

Dear worker Remember that the minimum wage for workers in the private and oil sector is **75 KD per month** ⁽³⁶⁾.



For the employer to delay the payment of the workers' monthly wages on the seventh day from the date of entitlement ⁽³⁷⁾.



For the employer to obligate the worker to purchase food or goods from certain stores or from the productions of the employer ⁽³⁸⁾.

Remember

That the law obligates the employer to pay the wages of his workers during the period of closure if he deliberately closes the facility to force the workers to submit to his demands or to disable the facility in whole or in part for any reason that is not related to the workers ⁽³⁹⁾.



(36) Ministerial Resolution No. 14 of 2017.

(37) Article 56 of the Labor Law No. 6 of 2010 on work in the private sector.

(38) Article 60 of the Labor Law No. 6 of 2010 on work in the private sector.

(39) Article 61 of the Labor Law No. 6 of 2010 on work in the private sector.



Fifth

The worker and employer obligations and disciplinary sanctions

➤ Add to your information

That the two parties of the employment contract (the worker - the employer) have the right to terminate it during the trial period, which must not exceed 100 days without notice to the other party and if the termination is by the employer, he should commit to pay the end of service benefit to the worker for the period of his work ⁽⁴⁰⁾.

➤ ❌ It is not permitted

or the employer to use the worker in trial period more than once ⁽⁴¹⁾.

➤ Remember that

The law obliges the employer who is contracted to implement a government project or uses his workers in areas away from urbanization to provide suitable housing and transport without charge for the workers. If he does not provide housing, he should pay them suitable housing allowance ⁽⁴²⁾.

➤ The employer shall

Hang the list of penalties for the disorderly workers at the place of work ⁽⁴³⁾.

➤ The employer shall

Observe the principle of gradation of the penalties and shall not penalize the worker for any act committed by him after **15 days** has passed on the date of his confirmation ⁽⁴⁴⁾.

(40) (41) Article 32 of the Labor Law No. 6 of 2010 on work in the private sector.

(42) Article 34 of the Labor Law No. 6 of 2010 on work in the private sector.

(43) (44) Article 35 of the Labor Law No. 6 of 2010 on work in the private sector.

➤ It is not permitted

To penalize the worker for an act he committed outside the workplace unless it is related to the work ⁽⁴⁵⁾.

Regulation

➤ It is not permitted

To penalize the worker unless he is notified in writing of his accusation and his statements and defense are heard and confirmed in a record added to his own file. The worker is informed in writing of the penalties and the punishment he may suffer in case of recurrence ⁽⁴⁶⁾.

➤ It is not permitted

To deduct from the wage of the worker for a period exceeding 5 days per month. If the penalty exceeds that, the excess amount shall be deducted from the wage of the next month or months ⁽⁴⁷⁾.

(45) Article 35 of the Labor Law No. 6 of 2010 on work in the private sector.

(46) Article 37 of the Labor Law No. 6 of 2010 on work in the private sector.

(47) Article 38 of the Labor Law No. 6 of 2010 on work in the private sector.





Sixth

WORK HOURS AND WEEKLY REST



It is not permitted

To make the worker work more than **(8) hours** a day or **48 hours** a week. The work hours of Ramadan are **36 hours** per week ⁽⁴⁸⁾.

Add to your information

That you have the right to a one hour break after every 5 work hours and breaks are not counted within the work hours. Banking, financial and investment sectors are excluded as they work for eight consecutive work hours ⁽⁵⁰⁾.



It is not permitted

To employ the worker for overtime hours without a written order and the worker has the right to prove his employer's mandate to overtime work by all means ⁽⁵¹⁾.

Dear worker

Remember that the law prohibits the employment of workers in exposed workplaces from 11 at noon to 4 pm in the period from June 1st until the end of August only ⁽⁴⁹⁾.



(48) Article 64 of the Labor Law No. 6 of 2010 on work in the private sector.

(49) Ministerial Resolution No. (2015/535) regarding work hours in open spaces.

(50) Article 65 of the Labor Law No. 6 of 2010 on work in the private sector.

(51) Article 66 of the Labor Law No. 6 of 2010 on work in the private sector.



It is not permitted

To employ the worker for overtime hours more than (2) hours per day and a maximum of (180) hours per year ⁽⁵²⁾.



It is not permitted

For overtime period to exceed **(3) days** per week and (90) days per year ⁽⁵³⁾.

Remember that

You have the right to an extra pay for overtime that exceeds your regular wage of 25% on ordinary days ⁽⁵⁴⁾, but if you work on the weekly rest day, you are entitled to the normal pay plus at least 50% or according to the agreement if it is more beneficial to you with a compensation of an alternative rest day ⁽⁵⁵⁾. And if the work conditions necessitate that the worker be employed on one of the official holidays stipulated by the law, the worker shall be entitled to a wage multiplied of 100% with compensation of an alternative day ⁽⁵⁶⁾.



Remember that

You have the right to a **paid weekly rest day** with **24 consecutive hours** after every **(6) workdays** ⁽⁵⁷⁾.

(52) (53) (54) Article 66 of the Labor Law No. 6 of 2010 on work in the private sector.

(55) Article 67 of the Labor Law No. 6 of 2010 on work in the private sector.

(56) Article 68 of the Labor Law No. 6 of 2010 on work in the private sector.

(57) Article 67 of the Labor Law No. 6 of 2010 on work in the private sector.



What are the official holidays legally prescribed for a full-time worker ⁽⁵⁸⁾?



New Hijri
Year's Day
One day



Eid al Fitr
Three days



Eid al-Adha
Three days



National Day
25 February
one day



New Year's Day
one day



Day of Isra
and Maraj
one day



Stand of Eid
al-Adha
one day



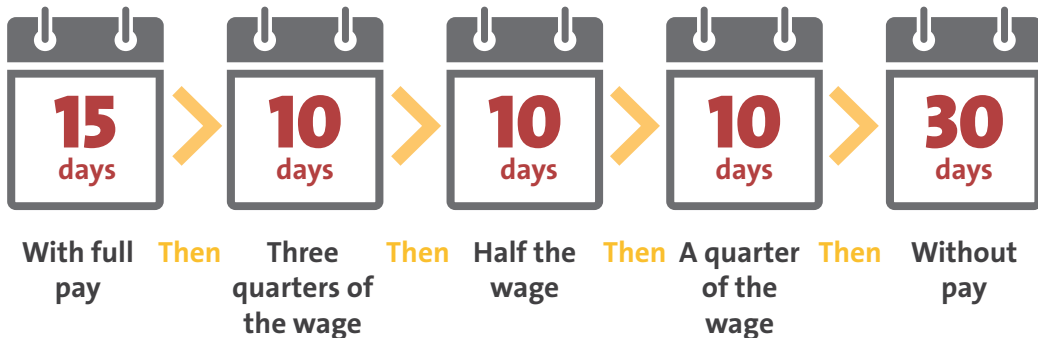
The Prophet's
birth
one day



Liberation
Day 26
February
one day

(58) Article 68 of the Labor Law No. 6 of 2010 on work in the private sector.

What sick leave is the worker entitled to during the year ⁽⁵⁹⁾?



(59) Article 69 of the Labor Law No. 6 of 2010 on work in the private sector.



Seventh

Paid annual leave

Remember that

You have the right to an annual paid leave of (30) days, not to be included in the annual leave on public holidays and sick leave days within it ⁽⁶⁰⁾.



Take care of

Receiving your due salary for the annual leave before you do it ⁽⁶¹⁾.

Remember that you deserve

A leave for **the first year** after at least **(6) months** in the service of the employer ⁽⁶²⁾.

Remember that

The employer has the right to set the date of the annual leave and may split it after your approval after the first 14 days. You have the right to combine your leave with a maximum of two years' leave and have it at once. You may agree with the employer on collecting the annual leaves for more than two years ⁽⁶³⁾.

The worker has the right to

A paid leave for **21 days** to do **Al Hajj** if he has spent two consecutive years in the service of the employer provided that he has not performed the obligatory Hajj before ⁽⁶⁴⁾.

(60) Article 70 of the Labor Law No. 6 of 2010 on work in the private sector.

(61) Article 71 of the Labor Law No. 6 of 2010 on work in the private sector.

(62) Article 70 of the Labor Law No. 6 of 2010 on work in the private sector.

(63) Article 72 of the Labor Law No. 6 of 2010 on work in the private sector.

(64) Article 76 of the Labor Law No. 6 of 2010 on work in the private sector.

You need to know that

You have the right to receive a cash refund for your combined **annual leave** days if your contract is terminated ⁽⁶⁵⁾.

The worker in case

The death of a relative of first or second degree is entitled to a three-day full-paid leave. The Muslim working woman whose husband dies has the right to Iddah leave with full pay for four months and ten days from the date of the husbands' death. The non-Muslim woman is granted 21 paid days ⁽⁶⁶⁾.

Do not waive your annual vacation

With or without compensation and do not work for others during your leave because that gives the employer the right to recover what he has paid you if it is proven that you have worked with another employer ⁽⁶⁷⁾.

The employer may

Grant the worker, at his request, a special leave without pay ⁽⁶⁸⁾.



(65) Article 73 of the Labor Law No. 6 of 2010 on work in the private sector.

(66) Article 77 of the Labor Law No. 6 of 2010 on work in the private sector.

(67) Article 74 of the Labor Law No. 6 of 2010 on work in the private sector.

(68) Article 79 of the Labor Law No. 6 of 2010 on work in the private sector.



Eighth WOMEN EMPLOYMENT



**It is not
permitted**

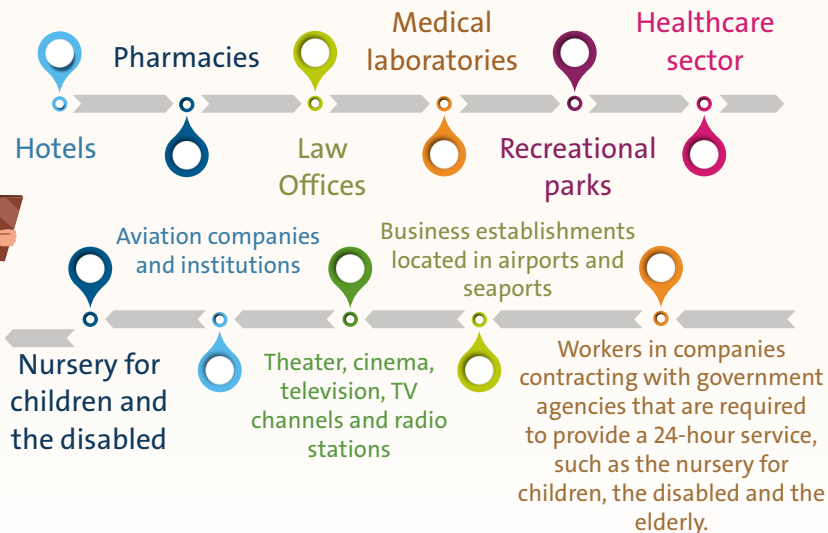
To employ women at night
between 10 pm and 7 am ⁽⁶⁹⁾.

**What places are women
allowed to work at night?**



01

Women are allowed to work at night in
the following places ⁽⁷⁰⁾:



(69) Article 22 of the Labor Law No. 6 of 2010 on work in the private sector.

(70) Article 17 of the Administrative Decision No. (839 / Q) of 2015 regarding the organization of work in the civil and oil sectors.

02

Women are allowed to work until 12 pm at the following places⁽⁷¹⁾:



Banks



Restaurants



Public benefit associations



Cooperative Organization



Educational institutions



Ladies beauty salons



Tourist offices and airline agents



Malls, business institutions and markets



It is prohibited

To employ women in hazardous, arduous or **unhealthy** work, and also in acts that are **harmful** to morals which are based on the exploitation of their femininity in a manner inconsistent with public morals. It is also prohibited to employ them in providing services for men only ⁽⁷²⁾.

A pregnant working woman has the right to a paid leave that is not counted from her other leaves for period of **(70) days** for delivery, provided that delivery occurs during it ⁽⁷³⁾.



(71) Article 18 of the administrative decision No. (839 / Q) of 2015 regarding the organization of work in the civil and oil sectors

(72) Article 23 of the Labor Law No. 6 of 2010 on work in the private sector.

(73) Article 24 of the Labor Law No. 6 of 2010 on work in the private sector.



After delivery leave, the working woman has

the right to grant a leave on her request with no pay, for no more than four months for childcare ⁽⁷⁴⁾.



It is not permitted

For the employer to terminate the service of the woman worker while enjoying her leave or the interruption of work due to sickness that is proven by a medical certificate as a result of pregnancy or delivery ⁽⁷⁵⁾.

Is a woman entitled to breastfeed her child during work hours?



Yes, the working woman shall be given two hours to breastfeed during work hours according to the following terms and regulations ⁽⁷⁶⁾:

01

She shall submit a written letter to the employer requesting two hours of breastfeeding attached with the birth certificate of the child.

02

The employer shall have the right to regulate the woman worker's departure times according to the work nature and its circumstances, provided that the approval decision determines the worker's breastfeeding hours regularly and continuously.

03

The right of the worker to the breastfeeding hours falls after two years from the date of the child birth.

(74) (75) Article 24 of the Labor Law No. 6 of 2010 on work in the private sector.

(76) Article (23) of the administrative decision No. (839 / Q) of 2015 regarding the organization of work in the civil and oil sectors.

The worker loses the right to breastfeeding two years after the child's birth date.



The employer must establish nurseries for children less than 4 years of age at work stations with more than 50 woman workers or more than 200 workers ⁽⁷⁷⁾.

A working woman is entitled to a similar wage as men if they do the same work ⁽⁷⁸⁾.



It is prohibited

To employ men in places that serve women only *



(77) Article 25 of the Labor Law No. 6 of 2010 on work in the private sector.

(78) Article 26 of the Labor Law No. 6 of 2010 on work in the private sector.

(*) Article 22 of the Administrative Decision No. (839 / Q) of 2015 regarding the organization of work in the civil and oil sectors.



Ninth JUVENILE EMPLOYMENT



**It is
prohibited**

To employ a
person under 15
years of age ⁽⁷⁹⁾.



(79) Article 19 of the Labor Law No. 6 of 2010 on work in the private sector.

(80) Article 20 of the Labor Law No. 6 of 2010 on work in the private sector.

(81) Article 27 of the Labor Law No. 6 of 2010 on work in the private sector.

Those who have reached the age of (15) and have not attained the age of (18) may be employed with the permission of the Ministry and according to the following conditions ⁽⁸⁰⁾:

01

Their employment shall be in non-hazardous or harmful to health industries or occupations.

02

They are medically examined before they are admitted to work and carry out periodic examinations of them not exceeding six months.

03

They shall be employed for six hours a day, provided that they are not employed for more than four consecutive hours followed by a break of not less than one hour.

04

It is prohibited to employ them for overtime, on weekly rest days, on public holidays, or at 7:00 pm to 6:00 am.

A juvenile who has attained the age of **(15) years** has the right to sign an employment contract if it is indefinite contract. If it is fixed-duration, it is not permissible to exceed the year until he reaches the age of **(18) years** ⁽⁸¹⁾.



Tenth Occupational Health and Safety

Dear worker

Be careful to use the prevention tools at work with care and attention, and commit to implement the instructions established for your safety and health and protect you from injuries and occupational diseases ⁽⁸²⁾.

Before you accept the work, make sure that you are informed of the hazards of the profession and take care of all necessary precautions to avoid accidents and work injuries affecting your health and safety ⁽⁸³⁾.



The employer should

Provide the worker with protection clothing, personal tools and means such as gloves, hats, shoes, suits, masks and other means of protection appropriate to the nature of the operations and the type of risks to which the worker may be exposed and train him to use the protective means ⁽⁸⁴⁾.



It is not permitted

To deduct any amount of the worker's wage for the provision of means of protection during work ⁽⁸⁵⁾.

The employer should

Necessarily provide fire extinguishing equipment in the workplaces and warehouses, and shall be in accordance with the specifications and appropriate numbers for the quality of the industry, used materials and the size of the establishment ⁽⁸⁶⁾.

(82) Article 87 of the Labor Law No. 6 of 2010 on work in the private sector.

(83) Article 4 of Ministerial Resolution No. 198 of 2010 regarding the requirements and conditions required in the areas and places of work to protect workers and attendees from work hazards.

(84) (85) Article 5 of Ministerial Resolution No. 198 of 2010 regarding the requirements and conditions required in the areas and places of work to protect workers and attendees from work hazards.

(86) Article 32 of Ministerial Resolution No. 198 of 2010 regarding the requirements and conditions required in the areas and places of work to protect workers and attendees from work hazards.

Take the necessary measures to train the workers on how to use fire extinguishers and alarm devices ⁽⁸⁷⁾.



Take care of

Conducting periodic inspection of all cables, wires, connections and electrical devices to prevent short circuit and avoid sudden hazards such as fire and electric shock ⁽⁸⁸⁾.

The need to prevent the hazards caused by static electricity through a ground connection, taking into account the technical engineering requirements for all machinery and equipment and electrical machines ⁽⁸⁹⁾.



Providing you with appropriate protective measures in exposed workplaces to avoid sun burns with appropriate headgear, gloves and shoes ⁽⁹⁰⁾.

Allocating air-conditioned places for workers to rest in exposed workplaces during rest times ⁽⁹¹⁾.

Allocating places for the workers to rest or to eat in any facility that the nature of work requires, provided that the health requirements are met ⁽⁹²⁾.

Allocating places for the workers to change and maintain their clothes in special closets at the facility ⁽⁹³⁾.

(87) Article 32 of Ministerial Resolution No. 198 of 2010 regarding the requirements and conditions required in the areas and places of work to protect workers and attendees from work hazards.

(88) Article 45 of Ministerial Resolution 198 of 2010 regarding the requirements and conditions required in the areas and places of work to protect workers and attendees from work hazards.

(89) Article 49 of Ministerial Resolution No. 198 of 2010 regarding the requirements and conditions required in the areas and places of work to protect workers and attendees from work hazards.

(90) (91) Article 52 of Ministerial Resolution No. 198 of 2010 regarding the requirements and conditions required in the areas and places of work to protect workers and attendees from work hazards.

(92) (93) Article 60 of Ministerial Resolution No. 198 of 2010 regarding the requirements and conditions required in the areas and places of work to protect workers and attendees from work hazards.

Providing suitable showers meet the number of workers and providing the necessary cleaning materials to remove the contaminants from the body in the work in which their bodies and clothing are exposed to pollution ⁽⁹⁴⁾.

Providing cold potable water in sufficient quantities to reach all workers by appropriate methods and quantities ⁽⁹⁵⁾.

Dear worker

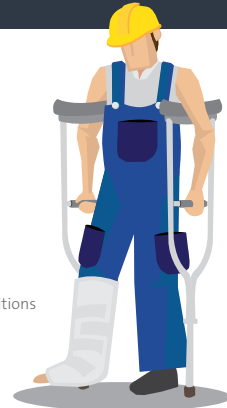
Remember that you have the right to be insured in insurance companies against occupational injuries and diseases ⁽⁹⁶⁾.

A worker suffering from an occupational injury or illness has the right to be paid during the period of treatment prescribed by the doctor. If the period of treatment exceeds six months, he shall be paid half of the wage until he is cured or proven disable or dies ⁽⁹⁷⁾.



The employer shall bear the expenses of treating the injured worker from occupational injuries and diseases in a public hospital or the private treatment centers he determines, including the value of the medicines and transport expenses ⁽⁹⁸⁾.

The injured worker or his beneficiaries has the right to compensation for occupational injury and diseases ⁽⁹⁹⁾.



(94) (95) Article 60 of Ministerial Resolution No. 198 of 2010 regarding the requirements and conditions required in the areas and places of work to protect workers and attendees from work hazards.

(96) Article 88 of the Labor Law No. 6 of 2010 on work in the private sector.

(97) Article 93 of the Labor Law No. 6 of 2010 on work in the private sector.

(98) Article 91 of the Labor Law No. 6 of 2010 on work in the private sector.

(99) Article 94 of the Labor Law No. 6 of 2010 on work in the private sector.

What are the cases in which the worker's right to compensation for injury to work falls?



The worker's right to compensation for work injury shall be dropped if it is proved from the investigation that ⁽¹⁰⁰⁾:

01 The worker may deliberately injure himself.

02 The injury was caused by gross misconduct of the worker, the worker was under the influence of alcohol or drugs or the worker's violation of the instructions concerning the prevention of work hazards and harms, unless the injury results in the death of the worker or a disability of 25% Total.

The injured worker has the right to receive his wages throughout the period of treatment and has the right to compensation if the symptoms of occupational diseases appear during service or within one year of leaving the work ⁽¹⁰¹⁾.

⁽¹⁰⁰⁾ Article 95 of the Labor Law No. 6 of 2010 on work in the private sector.

⁽¹⁰¹⁾ Article 96 of the Labor Law No. 6 of 2010 on work in the private sector.





2

Conditions for the transfer of migrant workers within the State of Kuwait in accordance with the implementing resolutions of the Labor Law



First

Is it permissible to transfer migrant workers to the private sector?



Yes, it is permissible to transfer migrant workers to work in the private sector from the employer (sponsor) to another employer (sponsor of the former) according to the following controls:

01

One year after the date of issuing the worker's work permission ⁽¹⁰²⁾, and the requirement of duration, which is a year, may be exempted after six (6) months for payment of a fee of **(300) KD** ⁽¹⁰³⁾.



02

Employer's consent to transfer to another employer ⁽¹⁰⁴⁾.



Note: a migrant worker working in private sector locally hired can be transferred anytime with the consent of the employer*.

(102) Article 1 of Administrative Resolution No. (842) of 2015 on the conditions of the transfer of labor from one employer to another.

(103) Paragraph 4 of Article (1) of the Ministerial Resolution No. (57 / a) of 2016 on the addition of new fees on some procedures for the transfer of work permits in the private and oil sector.

(104) Article 1 of Administrative Resolution No. (842) of 2015 on the conditions of the transfer of labor from one employer to another.

* Article 3 of Administrative Decision No. (142) of 2021 regarding the transfer of manpower in light of the emerging Corona pandemic (Covid-19).



Second

What are the conditions for the transfer of migrant workers to the private sector for government contracts and projects:



01 The expiry of the government contract of the worker ⁽¹⁰⁵⁾.

The transfer shall be limited to another government contract with the same employer, if any ⁽¹⁰⁶⁾, and payment of a fee of **200 KD** ⁽¹⁰⁷⁾, or the transfer to the main file of the same employer (whether the contract ends or is still valid) payment of a fee of **350 KD** ⁽¹⁰⁸⁾ or a transfer to a government contract of another employer (whether the contract ends or is still valid) and payment of a fee of **300 KD** ⁽¹⁰⁹⁾.

03 The employer's consent to transfer the worker to another employer or in case the project is withdrawn by the government agency that owns the project. In this case, the Public Authority for Labor Force shall transfer all the workers to the company, which won the government project.

(105) (106) Article 2 of Administrative Resolution No. (842) of 2015 on the conditions of the transfer of labor from one employer to another.

(107) Paragraph 1 of Article 1 of Ministerial Resolution No. (57 / a) of 2016 on the addition of new fees on some procedures for the transfer of work permits in the private and oil sector.

(108) Paragraph 2 of Article 1 of Ministerial Resolution No. (57 / a) of 2016 on the addition of new fees on some procedures for the transfer of work permits in the private and oil sector.

(109) Paragraph 3 of Article (1) of the Ministerial Resolution No. (57 / a) of 2016 regarding the addition of new fees on some procedures for the transfer of work permits in the private and oil sectors.

The local contracted worker (i.e., who was employed to work in the private sector and then he transferred within Kuwait to work in a government contract) and wishes to return to work in the private sector, is subject to the following conditions:

01

One year after the date of issuing the worker's work permission for locally employed workers for government contracts and the requirement of duration, which is a year, may be exempted after six (6) months for payment of a fee of **(300) KD** ⁽¹¹⁰⁾.

02

Employer's consent to transfer to another employer.

Third

What are the conditions for the transfer of migrant workers to (industry, agriculture, grazing, fishing, associations and cooperatives) sectors? ⁽¹¹¹⁾

01

The transfer shall be to the same sector in which the worker was employed, as it is prohibited to transfer the work permission outside these sectors.

02

The transfer shall be one year after the date of issue of the worker's work permission.

03

Employer's consent to transfer another employer is a condition.

(110) Paragraph 6 of Article 1 of Ministerial Resolution No. (57 / a) of 2016 on the addition of new fees on some procedures for the transfer of work permits in the private and oil sector.

(111) Article 1 of Administrative Decision No. 451 of 2016 on the amendment of Article 3 of Administrative Decision 842/2015.



Fourth

What are the conditions for transferring the worker without the approval of the employer (sponsor)?



Conditions of transfer without the approval of the employer under the following conditions ⁽¹¹²⁾:

01 Three years after the date of issuance of the work permission.

02 The worker's obligation to grant the employer (the sponsor) the notice period prescribed by Article 44 of Law 6/2016 concerning the work in the private sector. If the worker cannot prove granting the employer's notice period, he must file a work dispute complaint at the Labor Relations Department. The Department shall notify the employer, and the date of registration of the complaint shall be valid for the validity of the notice period. Also the employer shall be prohibited from submitting a work absence report against the worker during the legal notice period.

03 Labor registered on government contracts are excluded from the requirement of three-year with the following restrictions:

(112) Article 1 of Administrative Decision 378 of 2016 on the amendment of Article 6 of Administrative Decision 842/2015 on the conditions of the transfer of labor from one employer to another.

01 The end of the government contract on which such workers are registered.

02 The employer should not have another government contract and wish to transfer his labor to that contract.

03 The owner of the government contract has set a precondition for the employer whose contract is terminated to transfer his labor to the employer who won the government project or that the new government contract for the project includes a condition for transferring the labor registered on the former government contract, which was terminated.

04

The transfer of registered labor to government contracts should be limited to the specialized technical professions only or the employer is obliged to pay the fees prescribed by resolution 135/2015 which is **(300) KD** for non-specialized technical professions to be transferred.



What are the conditions for the transfer of residence to a sponsor Article (22) to work in the private sector Article (18)?



01

A year of consecutive residence in Kuwait ⁽¹¹³⁾ and the requirement of duration, which is a year, may be exempted after six **(6) months** for payment of a fee of **(300) KD** ⁽¹¹⁴⁾.

02

Taking into consideration the procedures followed by the Ministry of the Interior ⁽¹¹⁵⁾, which require the following documents ⁽¹¹⁶⁾:

A sample of the application form for residence that is signed for consent by the former sponsor and the new sponsor.

(2) 4×6 blue background personal photos.

The original civil ID of the sponsored person.

A Health insurance certificate.

A record of criminal status from the computer.

Work permission issued by the Public Authority for Labor Force (or from the computer)

Approval of the original signature of the new sponsor and a copy thereof.

A sample of the personal photo, and making sure to paste the photo with adhesive (glue).

The prescribed fees.

The original passport of the sponsored person.

(113) Article 8 of Administrative Decision No. (842) of 2015 regarding the conditions of the transfer of labor from one employer to another.

(114) Article 7 of the Ministerial Resolution No. (57 / a) of 2016 regarding the addition of new fees on some procedures related to the transfer of work permits in the private and oil sectors.

(115) Article 8 of Administrative Decree No. (842) of 2015 regarding the conditions of the transfer of labor from one employer to another.

(116) Ministry of Interior website in Kuwait www.e.gov.kw



Sixth

What are the conditions of transfer of the migrant labor who has business visit card to work in the private sector ⁽¹¹⁷⁾?



01

The worker has been brought to an employer contracted with the US military exclusively.



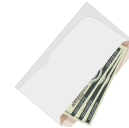
02

The transfer shall be to the same contract that worker has been brought to.



03

Payment of a fee of **(200) KD.**



04

Commitment to national employment rates determined by the decisions of the Council of Ministers and this requirement applies to employers.



(117) Article 9 of Administrative Decision No. (842) of 2015 regarding the conditions for the transfer of labor from one employer to another.



Seventh

What are the conditions of employment in the private sector during the trial period which must not exceed (100) days ⁽¹¹⁸⁾?



01

The approval of the registered employer on the worker's file to transfer his work permission to work with another employer.

02

Issuing work permission during the trial period. It is called a (three month work permission) from the competent department before the worker starts working with the new employer.

03

The new employment contract shall include a working condition for a trial period not exceeding 100 days.

04

The assessment of the new employer's need to add new labor to his file should be allowed.

(118) Article 11 of Administrative Decision No. (842) of 2015 regarding the conditions of the transfer of labor from one employer to another.



Eighth

What are the conditions for the transfer of the worker who comes from abroad and is registered with the owners of small and medium enterprises? ⁽¹¹⁹⁾

01

Three years from the date of issuing the work permission.

02

The transfer should be made by the owner of another small or medium-sized enterprise (i.e. within the SME sector).

03

The assessment of the need of the new employer shall allow the addition of new labor to his file.

Ninth

What are the conditions of permission to work with another employer for some time without transfer? ⁽¹²⁰⁾

01

Approval by the employer of the registered worker.

02

The worker has spent at least one consecutive year of residence with the employer.

03

Submitting a request to the form prepared for this by the Labor Inspection Department, including all necessary data, in particular:

(119) Article 1 of the Administrative Decision No. (712) of 2017 regarding the regulations for the transfer of registered employment among owners of small and medium enterprises

(120) Administrative Decision No. 844 of 2015 regarding the conditions of permission to work part time for workers in the civil and oil sectors.

01

Data of the original employer.

02

Data of the authorized employer to whom the worker shall work for some time.

03

Data of the worker.

04

Work hours to be authorized not to exceed two hours per day on non-work hours with the original employer.

Permission to work for some time is considered terminated or invalid in the following circumstances:

Expiration of the authorization period specified therein.

If the worker does not commit to work with the employer who has been authorized to work for him for some time.

Termination of employment relationship with the original employer.

The Public Authority for Labor Force has the right - without giving reasons - to refuse the application for permission to work for some time or cancel it at any time.

Tenth

What are the conditions for the transfer of migrant labor from working for government agencies Article (17) to working in the private sector Article (18)?⁽¹²¹⁾

01

Approval of the government agency for which the worker works.

02

Obtaining security approval from the Ministry of the Interior in accordance with its procedures.

(121) Administrative Circular 103/2018 on the transfer of employees in the government sector to the private sector.

3

Labor complaint





In the beginning, it should be noted that the labor disputes and work permission submitted by the worker regarding the transfer are not considered before one year from the date of issuance of the work permission. And after discussing with the Labor Relations Department, the Public Authority shall accept or decline the worker's request of work permission transfer⁽¹²²⁾. The rest of the labor disputes such as the claim of financial rights and entitlements, work injuries, final cancellation of travel and other disputes do not require one year for the issuance of the work permission and the worker has the right to submit the complaint without being restricted to dates.

You wish to file a cancellation and transfer complaint and a financial dues complaint, you should initiate a cancellation and transfer complaint because they are administratively resolved in a short period of time, unlike the complaint of financial dues, which require a long period of time in the case of referral to court.

The procedures to be followed by the Labor Relations Unit or the two parties of the employment relationship (the worker and the employer), which may not be violated or even agreed to violate, to ensure the rights of workers and employers alike and the proper application of the provisions of the law in the consideration of labor disputes, are as follows: ⁽¹²³⁾



(122) Article 7 of Administrative Decision No. (842) of 2015 regarding the conditions of the transfer of labor from one employer to another.

(123) Website of the Public Authority for Labor Force - Labor Services
www.manpower.gov.kw/Labor-services.html

A- Steps to register a worker's complaint:

You can query for a work absence report against you by entering your civil number via the following link:

www.manpower.gov.kw/Labor-services.html

01 You attend personally to the reception desk in the Work Relations Unit of your file and the file of the employer to whom the dispute will be released in order to receive the form of acknowledgment and viability of the worker data, if you are aware of your work relations unit. Then you fill out the form with the required data, sign it and delivery it to the relevant employee.

02 In case you are not aware of your Work Relations Unit, you can inquire about this through the website of the Public Authority for Labor Force and then access to the labor services, which shows and facilitates the way to register the labor complaint electronically.

The screenshot shows a web interface with a header containing 'introduction', 'access to labor services', and 'عربي'. Below the header, a section titled 'to register a complaint for a worker' contains a numbered list of five steps. Step 1 is '1-inquire about the worker's labor relations unit [click here](#)'. Step 2 is '2- Registration and printing of the confirmation form and the undertaking to add / modify the worker's telephone number (To download the form [click here](#))'. Step 3 is '3- proceed to the labor relations unit of the worker and to submit the declaration and undertaking signed by the worker'. Step 4 is '4- The designated employee will enter the phone number and the worker will receive a message contains the user name and password immediately via SMS.'. Step 5 is '5- To access the service and register a complaint click here [click here](#)'. At the bottom of the section, there is a link 'to inquire about absences [اضغط هنا](#)'.

introduction access to labor services عربي

to register a complaint for a worker

- 1-inquire about the worker's labor relations unit [click here](#)
- 2- Registration and printing of the confirmation form and the undertaking to add / modify the worker's telephone number (To download the form [click here](#))
- 3- proceed to the labor relations unit of the worker and to submit the declaration and undertaking signed by the worker
- 4- The designated employee will enter the phone number and the worker will receive a message contains the user name and password immediately via SMS.
- 5- To access the service and register a complaint click here [click here](#)

to inquire about absences [اضغط هنا](#)

03

You inquire about the labor relations unit to which your file belongs by clicking on (Services) and then clicking on item No. (2), then a screen will appear.. The management query screen will be displayed and you will then choose to search by entering your civil number or passport number in the designated field. The name of the province will appear in red to which your file belongs.

04

By clicking on (how to use), which shows the method of registering the worker's complaint, then clicking on item No. (2) (**Downloading the form**) on the site and then printing and filling the form with the required data (**worker's name, nationality, profession, civil number, passport number, mobile number, email if any**) and then signing it.

05

You go to your Work Relations Unit and submit the acknowledgment and viability that is signed by you. The employee will enter your details and you will receive an SMS on your mobile number, including your username and password, after which you can register your complaint through the website.

06

After obtaining the user name and password you can access the website to register your complaint by clicking on the box (Services) and if you are on the following number (1). The login screen will appear for companies' workers. You can enter the user name and password in the respective boxes and then press the button (Entry) which is in green.

07

You then enter the type of complaint by clicking on “Enter complaint type” in the Labor Complaints and Disputes. You choose the type of the main dispute through the options, such as an individual dispute or a collective dispute, press (OK) to complete the process, (Save) to save data.

08

Once the dispute data and type are completed, an SMS will be sent to your mobile phone including the rejection or acceptance of the complaint. If the complaint is accepted, the message will include the date and time of the hearing to consider the dispute. You can follow-up the dispute course via the website and know the complaint status whether valid, under investigation or terminated by a decision of the legal researcher.

B - Procedures for the conduct of the labor complaint:

01 Upon completion of the registration of the labor complaint and its acceptance and determination of the date of the hearing, the notice and recall office shall notify the employer of the dispute by the form prepared for that by the day, hour and name of the investigator.

02 The file of the complaint shall be referred to the investigator after receiving and filing the report against the declared (the employer) stating that the notification is completed as prescribed by law.



03 Upon receipt of the complaint, the investigator shall carry out all legal research and investigation in accordance with the powers prescribed by law. In this regard, he may hear the statements of the employer during the specific session, see his papers or documents and request photocopies of such documents which he may assist him to reach the truth of the complaint.

04 The worker and the employer shall be presented in person before the competent investigator to start the investigation in accordance with the prescribed rules. The Investigator shall have the discretion to complete the investigation procedures and notify the employer again if he does not attend. In case of re-notification, the investigator shall proceed in complaint research. This shall be evidenced by the record of the investigation.

05

During the investigation session, the legal researcher may present to the two parties to the dispute a friendly settlement through which the employer is committed to fulfilling the worker's rights and not to breach them. In this case, a memorandum on the friendly settlement and the employer's response to the worker's legal applications is prepared and ends with recommendation of dispute preservation. However, the memoranda of preservation shall be submitted to the head of the department for the presentation and to complete the procedures by offering the Unit's observer to approve the decision issued for preservation. In case the researcher does not reach an end to the dispute by friendly settlement, he prepares a legal memorandum ends with legal opinion of not reaching a friendly settlement. The financial dues disputes are different than other disputes. Thus in case of not reaching a friendly settlement, the dispute is referred to the judiciary according to the statements, evidence and documents of each party.

06

The Investigator shall investigate and finalize the complaint within a specified period and shall not in any case be contrary to that, otherwise he shall be liable unless there is a legal justification for the delay.

07

After the research and investigation of the complaint, the researcher shall prepare a memorandum of legal opinion. It also includes a summary of the subject of the complaint, the statements of the two parties and the witnesses, if any, and shall end with a recommendation of the legal opinion, provided that such recommendation is justified. It is not permitted to insert any recommendation that contradicts what was reported in the investigations.

08 The legal researcher shall submit the memorandum to the head of the concerned department for the audit and review. The head of the department has the right to review the file of the complaint to ascertain the validity of the memorandum contents, and may support or disagree with the legal opinion of the investigator provided that it is justified and has been proved.

09 After the audit and review, the head of the department shall it to the observer of the unit to express his opinion, either by approving the conclusion of both the investigator and the head of the department or support the opinion of one of them in the case of the difference.

10 The Labor Relations Unit shall then issue the final decision approving the acceptance or rejection of the worker's complaint whether it is a transfer complaint or otherwise.

11 The parties to the dispute shall have the right to appeal against the decision of the Unit before the Central Administration of Labor Relations within fifteen days from the issuance date of the final decision by the competent unit. If the time of appeal has elapsed, the right to appeal shall be waived.

⌋ (**Remember that** the rights in this booklet are the basic minimum in the labor law and are called legal rights and you will also have contractual rights (employment contract) in addition to these legal rights and these contractual rights may be better than the minimum). ⌋



Annex Supporters



Public Authority for Labor Force

Address:
Jabriya - Block 2 - Street 104 -
behind the Gulf Bank.
Phone: 25359232
website:
www.manpower.gov.kw
Work time:
Sunday to Thursday
8:00 am - 1:30 pm

Business Relations Department

Address :
Abu Fetira - next to the Abu
Fetira Cooperative
Work time:
Sunday to Thursday
8:00 am to 1:30 pm

Management of Government Contracts and Projects

Address:
Aqeelah - opposite to Jet Mall
Work time:
Sunday to Thursday
8:00 am to 1:30 pm

Farwaniya Governorate (Labor Relations Unit)

Address :
Andalus - Fifth Ring Road - next
to the Cooperative Society

Capital Governorate (Labor Relations Unit)

Address :
Capital - Eastern Region -
Behind Behbehani Complex
- Mohammed Haqan Street

**Hawalli Governorate
(Labor Relations Unit)**

Address :
Hawalli - Tunis Street -
opposite to The Civil Bank

**Jahra Governorate
(Labor Relations Unit)**

Address :
Jahra - Behind Jahra
Cooperative Society

**Mubarak Al - Kabeer
Governorate
(Labor Relations Unit)**

Address :
South Al Ahmadi - Block
1 - Street 15- Building No. 5-
opposite to Kuwait Oil Company

**Ahmadi Governorate
(Labor Relations Unit)**

Address :
South of Ahmadi – Block
1 - Street 15 - Building No. 5-
opposite to Kuwait Oil Company

Ministry of Interior

Website:
www.moi.gov.kw

**General Department of Criminal
Investigation- Department of the
Protection of Public Ethics and the
Fight against Human Trafficking**

Human Trafficking Hotline:
1888688
Address: Salmiya - Passport
Roundabout
Phone: 25650695 - 25623888
E-mail: ath@moi.gov.kw

The Kuwait Trade Union Federation

Address:

Salmiya - Block 11 (Hawalli Square) Abdullah Al Faraj Street.

Phone:

25636389 - 25616745

website: www.ktuf.org

Kuwait Society for Human Rights

Address: Hawalli - Block 10 - Fourth Ring - Union of Consumer Cooperative Societies Building - Second Floor

Phone: 22215153

Hotline: 22215150

Website: www.kuwaithr.org

Kuwait Social Work Society

Address: Office No. 2, 5th Floor, Al-Madina Tower, Khalid Bin Waleed Street, Block 5, Sharq, Kuwait

Phone: 22022082

Whatsapp: 51357557

Email: info@sws.org.kw

Email: swskw.org@gmail.com

Embassy of India in the State of Kuwait

Address:

Da'iyah - Embassies Area - Block 6

Phone:

22550379 - 22530600 - 22550349

website: www.indembkwt.org

Embassy of the Philippines

Embassy of the Philippines

Address: Villa 15, Masjid Al-Aqsa Street, Block 1,
Salwa Area, Kuwait

Office Hours: 7:00 a.m. – 2:00 p.m., Sundays to
Thursdays

Passport and Other Consular Services Hotlines:
+965 6990 2188

Assistance to Nationals (ATN) Hotline: +965 6500
2612

E-mail Address: kuwait.pe@dfa.gov.ph

Facebook Page: facebook.com/PHinKuwait

Twitter Account: twitter.com/PHinKuwait

Website: <http://kuwaitpe.dfa.gov.ph>

Embassy of Bangladesh

Address: Messila, Block-7, Street-16,
House- 91 & House-93,

State of Kuwait,

P.O. Box-22344 Safat,

Code- 13084

Phone:

+ 965-23900913

Website: <https://kuwait.mofa.gov.bd/>

E-mail:

mission.kuwait@mofa.gov.bd

Embassy of Nepal

Address:

Jabriya - Block 8 - Street 13

Phone:

25243254 - 25243257

E-mail:

kuwait@mofa.gov.np

Embassy of Sri Lanka

Address:

Jabriya - Block 10 - Street 107

Phone:

25339140 - 25339142 - 25339104

website: www.slembkwt.org

Embassy of Malawi

Address :

Al Shuhadaa - Block 5, Street 512
- Villa 34 T

Phone :

25235416

E-mail :

info@malawiembkuwait.com

Embassy of Ethiopia

Address:

Jabriya - Block 10 - Street 107

Phone:

25334291 - 25348198 - 25330128

E-mail:

ethiokuwait@yahoo.com

Embassy of Indonesia

Address :

Al Da'iyah - Block 1, Rashed
Bin Ahmed Al Roumi Street -
Building 2

Phone :

22531021 - 22531025

E-mail:

kuwait.kbri@kemlu.go.id

Embassy of Zimbabwe

Address :

Salwa - Block 9 - Street 6 -
Building 8

Phone :

25620845

E-mail:

zimtripoli@yahoo.co.uk
zimkuwait@hotmail.com

Embassy of Zambia

Address:

Jabriya - Block 8 - Street 101 -
House 25

Phone:

5349416 - 5349417

E-mail :

mekhlafi@qualitynet.net

Embassy of Benin

Address:

Salam - Block 1 - Street 104 -
Building 27

Phone :

25242560

Embassy of Pakistan

Address

Jabriya - Block 11 - Street 101

Phone:

25327649 - 25327651

Website :

www.pakembkw.org



المركز الكويتي للدراسات والبحوث
Kuwait Center for Studies and Research



الجمعية الكويتية لحقوق الإنسان
KUWAIT SOCIETY FOR HUMAN RIGHTS



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www.kuwaithr.org



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