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GUIDE TO EMPLOYMENT RIGHTS IN LEBANON



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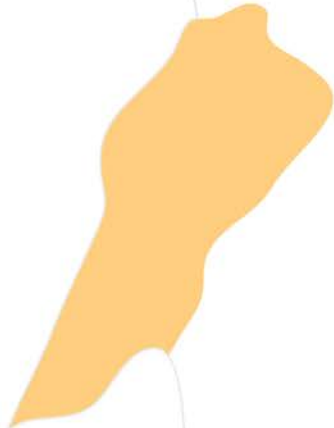


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Clearing Rubble (Photo: NRC)



1 | SUMMARY AND USAGE OF INFORMATION

This legal guide covers **the laws, regulations and procedures governing employment rights in Lebanon for Lebanese and foreign nationals, including refugees**. Whilst the guide is primarily intended for persons working with **Syrian refugees in Lebanon**, it can also be useful when advising **Lebanese employees, migrant workers or Palestinians from Lebanon**.

It is intended as a **reference guide for legal practitioners**, including NRC's Information, Counseling and Legal Assistance (ICLA) staff, as well as **other organisations and individuals working on employment law issues in Lebanon**.

This report is offered for information purposes only. It is not legal advice. Readers are urged to seek advice from qualified legal counsel in relation to their specific circumstances.

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Workers harvesting grapes (Photo: whl.travel)

2 | INTERNATIONAL HUMAN RIGHTS FRAMEWORK ON WORK RIGHTS

Lebanon has signed and ratified a number of **Conventions and Treaties** containing work rights protections under international law¹, although it has not signed the Refugee Convention. Many of these Conventions fall under the supervision of the **International Labour Organisation (ILO)**. Treaties Lebanon has ratified include the following:

- ✓ Forced Labour Convention
- ✓ Abolition of Forced Labour Convention
- ✓ Discrimination (Employment and Occupation) Convention
- ✓ Equal Remuneration Convention
- ✓ Labour Inspection Convention
- ✓ Right to Organise and Collective Bargaining Convention
- ✓ Minimum Age Convention
- ✓ Worst Forms of Child Labour Convention
- ✓ Constitution of the International Labour Organisation
- ✓ Convention on the Rights of the Child
- ✓ International Convention on Civil and Political Rights²
- ✓ International Convention on Economic, Social and Cultural Rights³

Information about additional treaties signed by Lebanon is available on the ILO Lebanon country page.⁴

1 See for example, ILO Convention ratifications for Lebanon; [ILO Convention Ratifications for Lebanon](#)
2 International Covenant on Civil and Political Rights (ICCPR), see for example Articles 8, 22
3 International Covenant on Economic, Social and Cultural Rights, see for example Articles 6-9, 11; [I/ESCR](#)
4 ILO Convention ratifications for Lebanon; [ILO Convention Ratifications for Lebanon](#)



Construction (Photo: Charbel Kousseifi/NRC)



3 | NATIONAL LEGAL FRAMEWORK ON WORK RIGHTS

The regulatory framework with respect to work rights in Lebanon is primarily the **Lebanese Labour Code**⁵ and its amendments. Other relevant pieces of legislation include the social security law and foreign workers regulations.

The employment of Syrian nationals in Lebanon is governed by several national laws and international treaties and agreements. Most of the national laws relating to foreign workers concern the employment of foreigners in general, whilst some regulations concern Syrian nationals specifically.

In Lebanon, Syrian nationals are in principle either (i) refugees registered with the United Nations High Commissioner for Refugees (UNHCR), or (ii) non-registered refugees/Syrian nationals holding valid work and/or residency permits (depending on whether they are employed or not), or (iii) non-registered refugees/Syrian nationals residing and/or working in Lebanon in an unauthorised manner (i.e. do not hold a work and/or residency permits).

Syrian refugees registered with the UNHCR and Syrian non-registered refugees who do not hold valid work permits or residency permits are not allowed to work in Lebanon.

The following section sets out the legal framework governing employment of Syrian nationals in Lebanon, as well as the key laws and regulations that apply to them, noting that only Syrian nationals that have obtained work and residency permits are legally allowed to work in Lebanon.

3 | 1 National Laws and Regulations

The most relevant law governing employment rights in Lebanon is the following:

- ✓ **The Lebanese Labor Code:** Employment in Lebanon is primarily regulated by the Lebanese Labor Code issued on 23 September 1946 (as amended) (the “**Labour Code**”).

5 Lebanese Labour Code issued on 23 September 1946

Other national laws of relevance to Syrian nationals include the following:

- ✓ **Law Concerning the Entry, Stay and Exit from Lebanon No. 10/62:** The law, issued on 10 July 1962, regulates the entry, stay and exit of foreigners from Lebanon (“Law 10/62”), and sets out the general principles that govern the work of foreigners in general (including Syrian nationals) in Lebanon.
- ✓ **Foreign Workers Regulation:** Decree No. 17561 dated 18 September 1964 (“Foreign Workers Regulation”). This regulates the work of foreigners (including Syrian nationals) and sets out the permits that they need to obtain in order to legally work in Lebanon.
- ✓ **Decree 10188:** Decree No. 10188, issued on 28 July 1962, regulates the application of Law 10/62 (i.e. entry, stay and exit in and from Lebanon) and sets out additional requirements that apply to foreigners that enter Lebanon to work.
- ✓ **Decision No. 29/1:** Decision No 29/1, issued by the Minister of Labor on 15 February 2018, sets out the professions, labors, crafts and jobs that are restricted to Lebanese nationals only (“Decision 29/1”).
- ✓ **National Social Security Fund Law (“NSSF law”):** The National Social Security Fund Law, issued by virtue of Decree No. 13955 dated 26 September 1963 regulates the registration of foreigners with the National Social Security Fund (“NSSF”) and sets out the benefits and the contributions required of foreigners.
- ✓ **Decree Law 136:** Decree-Law No. 136 issued on 16 September 1983 regulates work related accidents suffered by the employees, and applies to both Lebanese and foreign employees, including Syrian employees (“Decree Law 136”).
- ✓ **Decree 6341:** Decree No. 6341, dated 24 October 1951, regulates health protection and prevention in all institutions that are subject to the Labour Code (“Decree 6341”).

3 2 Bilateral Agreements and Conventions

Both Lebanon and Syria have signed a number of **bilateral treaties and agreements** including the Treaty of Fraternity, Cooperation and Coordination between the Syrian Arab Republic and the Lebanese Republic, signed on 22 May 1991, to ‘achieve the broadest areas of cooperation and coordination that serve the interests of both countries, provide means to ensure their development and progress and protect their national and national security’.

In addition, the countries have signed bilateral agreements in various fields, including in the labor field notably with respect to the employment of nationals from one country in the other country. These include:

- ✓ **Agreement for Economic and Social Cooperation and Coordination between the Lebanese Republic and the Syrian Arab Republic,** signed on 16 September 1993 (the “Bilateral Agreement 1993”).⁶

6 The Bilateral Agreement 1993 was ratified in Lebanon by virtue of Law No. 298 dated 22 February 1994. The objective of the Bilateral Agreement 1993 is to ‘establish the highest levels of cooperation and coordination between Lebanon and Syria in a manner that guarantees their fundamental interests and to work on achieving this in a progressive manner based on reciprocity in order to achieve economic fulfilment through the adoption of many principles as set out in the convention (e.g. the freedom to reside, work, employ and exercise an economic activity in accordance with the applicable laws and regulations in each one of the two countries).’

✓ **Bilateral Agreement regarding Employment between the Government of the Republic of Syria and the Government of the Republic of Lebanon** issued on 18 October 1994 (the “Bilateral Agreement 1994”).⁷

For a complete set of relevant legislation see the ILO website for Lebanon:

 [ILO Lebanon Labour Regulations](#)

Government Ministries and agencies with responsibility for workplace issues include the following:

✓ The Ministry of Labour and Social Affairs

✓ National Social Security Fund (NSSF)

✓ Directorate of General Security

Workplaces are subject to regular inspection by officers of the labour inspectorates, under the supervision of the Ministry of Labour.

7 The Bilateral Agreement 1994 was ratified in Lebanon by virtue of Law No. 442 dated 17 August 1995. The objective of the Bilateral Agreement 1994 is to facilitate the necessary procedures for cooperation between Lebanon and Syria in the various fields related to work and workforces within the limits of the laws and regulations in effect in both countries.





Lebanese Bakers (Photo: Joe Saade/UN Women)



4 | EMPLOYMENT RIGHTS, TERMS AND CONDITIONS

4.1 | Employment Relationship

The provisions of the Labour Code are considered to be of public order and of mandatory application; they are applied and interpreted for the benefit of the employee. **The Labour Code provides for the minimum rights that the employer should grant to employees** and it is up to the employer to decide whether to provide additional rights over and above those provided for in the Code.

The Code provides that **'all employers and employees, except those who have been exempted by a specific text, are subject to the provisions of the Code. Institutions and their various commercial and industrial branches being national or foreign, public or private, secular or religious, including national and foreign educational institutions and charity organizations as well as foreign companies that have a commercial base or branch or representative office in Lebanon are also subject to the Code'**.⁸

An **employer** is defined as any person who employs a person in some capacity for a wage or salary even if this wage or salary is paid in kind⁹ or against profit sharing. A **worker**¹⁰ is a person who works for a wage or salary in an employer's premises, in accordance with an individual or group contract, written or oral.¹¹ **Pay** is defined as including the basic remuneration paid to the workers as well as any allowances or commissions added to the basic pay.¹²

All persons in an employment relationship are subject to the Labour Code except:

- **Domestic servants** employed in private houses; **agricultural syndicates** which have no relations with commerce and industry and which shall be the object of a special legislation; establishments in which only **members of the family are employed** under the direction of the father, the mother or the guardian; governmental administrations and municipalities as concerns employees, **laborers by the day and casual workers** who are excluded from the civil servants regulations, and who shall be the object of a special legislation¹³

8 Article 8 of Labour Code

9 Payment 'in kind' means payment by providing goods or services instead of payment in cash. For example provision of free accommodation for employees.

10 Article 1 of Labour Code

11 Article 2 of Labour Code

12 Article 57 of Labour Code

13 Article 7 of the Labour Code



- Maritime workers
- Educational committee members in private schools.

As such the Labour Code does not cover domestic workers, agricultural workers, family businesses, government or municipal workers, day labourers or casual workers.

Employers who take over the business of another employer assume the responsibilities and liabilities owed to workers in that business.¹⁴

4 2 Protections against discrimination, sexual harassment, forced labour and other practices

Discrimination is prohibited between men and women in relation to type of work, amount of wage or salary, employment, promotion, professional qualification and clothing.¹⁵

4 3 Basic work rights

The Labour Code sets out the **minimum rights** that the employer should grant to employees. Its provisions are considered to be of public order and for mandatory application, and are applied and interpreted for the benefit of the employee.

Basic rights of workers include the following:

- **Right to be paid a wage which is equal to or higher than the minimum wage.**
- **Right to be paid regularly (daily, weekly, monthly) as agreed with the employer and to be paid on time.**
- **Right to working hours not more than 48 hours a week, although there are exceptions for overtime.**
- **Daily rest break during work (1 hour), time off per day after work (9 hours rest) and weekly time off (36 hours)**
- **Right to annual leave, sick leave and other types of leave**
- **Right to be registered in the National Social Security Fund (NSSF)**
- **Right to safe working conditions**
- **Right to terminate the work contract if the employer breaches the work conditions.**
- **Right to complain against an employer to the Ministry of Labour, including in relation to working conditions. Employers cannot terminate employment because of a complaint made by the worker.**
- **Right to join a Labour Syndicate (workers association)**
- **Right to file a claim against the employer at the Arbitration Labour Council.**

14 Article 60 of the Labour Code

15 Article 26 of the Labour Code

4 4 Part-time, temporary and casual employees

Lebanese laws and regulations do not provide for specific provisions regarding persons that work on an **hourly, daily or seasonal basis**. Therefore, persons working on an occasional basis are in principle subject to the Labor Code unless they are among the occupations exempted under the Code, such as daily and casual workers.¹⁶ Due to the lack of specific provisions regarding this category of employees, their rights are calculated on a pro-rata basis (i.e. minimum wage, annual leave).¹⁷ They are also subject to the law of work accidents.¹⁸

4 5 Work contracts

Work contracts can be either written or oral.¹⁹ The two types of employment contracts in Lebanon are fixed-term and open-ended employment contracts. This distinction is relevant to the consequences of termination of employment contracts.

Types of contracts

Fixed-Term Employment Contracts: An employment contract is considered to be a fixed-term contract in the two following cases: (i) If the parties have set a specific date for its termination, or (ii) if the parties have concluded the contract for the completion of a specific task(s).²⁰

Open-ended Employment Contracts: According to legal writings and to the Labour Code, an employment contract is qualified as an open-ended contract in each of the following cases: (i) if it is signed for an indefinite period of time, (ii) if it is a fixed-term employment contract that includes the option for the employer or the employee to terminate the ongoing employment contract prior to its term; in this case the contract will be considered as an open-ended contract, or (iii) if it is a fixed-term contract that is renewed or continued without interruption, for a period of at least two years.

Probation

Probation periods can be included in contracts. According to legal writings, it is possible to include probation periods in fixed term employment contracts as well as open ended employment contracts. Under the Labour Code the probation period is set for three months; it is of public order and cannot be extended.

During the probation period, the employer as well as the employee are entitled to terminate the employment contract without any prior notice or indemnity.²¹ Accordingly it is easier to terminate an employment contract during the probation period than if the probation period has expired.

16 Article 7 of Labour Code

17 This understanding was confirmed in conversations with officers from the Ministry of Labour

18 Decree Law No. 136 issued on 16 September 1983

19 Article 12 of Labour Code

20 Article 58 of Labour Code

21 Articles 50(d) and 74 of the Labour Code. An indemnity is a sum of money paid as compensation.



Daily Labour (Photo: Charbel Kousseifi/NRC)

5 | WAGES

The official **minimum wage** is currently LBP 675,000 per month for private employers however an additional **'cost of living allowance'** has now also been added to the minimum wage by government decree bringing it up to LBP2,000,000. There is no official minimum hourly wage. The minimum wage must be reviewed by committees comprising employee and employer representatives and the government whenever economic circumstances require.²² Wages should be paid either monthly or fortnightly.²³ The decree on the increased cost of living allowance provides for the following additional amounts to be added to wages:²⁴

- For monthly wages less than LBP4,000,000, an extra LBP,1,3250,000 is payable.
- For daily wages less than LBP182,000, an extra LBP 61,000 is payable.
- For monthly wages over LBP4,000,000 or daily wages over LBP182,000, the cost of living allowance payable is determined by reference to agreements and collective negotiations in accordance with what is specified in the ILO agreements executed by Lebanon, in particular the ILO Minimum Wage Fixing Convention.²⁵

In case of company insolvency, wages and salaries owed to employees are considered a preferential debt which means that they are paid out in priority to other debts, with the exception of Treasury debts for legal expenses and mortgages.²⁶

6 | HEALTH, SAFETY AND WORKPLACE CONDITIONS

Workplaces must meet sanitation and hygiene standards as set by the relevant Ministries including in relation to ventilation, access to drinking water, smoke, dust and fire-fighting equipment. Machines must be properly maintained.²⁷

22 Articles 45-46 of Labour Code. This has been done through the inclusion of an additional 'cost of living allowance'.

23 Article 47 of Labour Code

24 Decree No. 9129 of 19 May 2022 which provides for an increase in the cost of living on top of the wages payable as of 1 March 2022. The decree entered force on 1 April 2022

25 ILO Minimum Wage Fixing Convention No. 131, incorporated in Lebanon according to Legislative Decree No. 70 dated 25 June 1977

26 Article 48 of Labour Code

27 Articles 62-63 of Labour Code



Female Entrepreneurs (Photo: Joe Saade/UN Women)



7 | SOCIAL SECURITY, HEALTH AND WORKPLACE INSURANCE

Employers are required to register all employees at the National Social Security Fund ('NSSF'). The NSSF provides employees with (i) insurance coverage for **sickness and maternity care**, (ii) **family coverage and educational allowances**, (iii) **end-of-service indemnity**, and (iv) coverage for **work related accidents and diseases**. Both the employer and the employee must pay monthly contributions to the NSSF, as follows:

- Six percent (6%) of the employee's salary must be paid for family coverage. The amount is borne by the employer. It is paid for all employees even for foreigners who will not benefit from such family allowance.
- Eleven percent (11%) of the employee's salary must be paid for sickness coverage. The amount is paid for all employees even for foreigners who will not benefit from such sickness coverage. The employer bears 8% (of the 11% fee), and the employee bears the remaining 3%.
- Eight and a half percent (8.5%) of the employee's salary must be paid for end-of-service indemnity. This amount is not due for Syrian employees, as they do not benefit from the end-of-service indemnity.

In June 2022 the NSSF issued a memo to specify the calculation of additional contributions related to the high cost of living.²⁸ New arrangements, as of 1 April 2022, are as follows:

- For the calculation of the NSSF contributions, LBP 1,325,000 must be added to the minimum monthly wage which will then amount to LBP 2,000,000.
- LBP 1,325,000 must be added to the basic monthly wage of employees earning LBP 4,000,000 or less as of on 1 March 2022.
- An increase to be declared by the employer shall be added to the basic monthly wage of employees who were earning more than LBP 4,000,000 as of 1 March 2022.
- The monthly ceiling related to the medical-care insurance originally set as LBP 2,500,000 is increased by LBP 1,325,000 to become LBP 3,825,000.

28 NSSF memo dated 6 June 2022. The memo stated that the additional contributions of LBP1,325,000 would be payable from 1 April 2022.

- The monthly ceiling related to the family allowance insurance originally set as LBP 1,500,000 is increased by LBP 1,325,000 to become LBP 2,825,000.
- For companies declaring contributions on a monthly basis, the difference resulting from the cost of living increase will be paid by virtue of a special contribution schedule under Code 33 of the NSSF scheme. Penalties for delays will apply as of 1 July 2022.

Whilst foreign workers are required to contribute to the NSSF for family coverage and sickness coverage they do not receive the benefits of such coverage unless they come from a country with reciprocal social security arrangements with Lebanon,²⁹ currently France, Italy, Belgium and Britain. Therefore, despite the fact that Lebanon and Syria both signed Bilateral Agreements 1993 and 1994, and which provides that “work is underway to develop labor and social security legislation in both countries in a way that leads to a rapprochement between them in terms of rights, obligations, contributions and benefits”, currently such social security legislation is not in place. Syrian workers must be registered with the NSSF, however, they do not benefit from the profits granted by the NSSF.



8 | WORKING HOURS

8 1 Basic work rights

The maximum work period per week is **48 hours**.³⁰ The **standard working day is eight (8) hours** but the maximum work period per day may reach 12 hours, provided that (i) the Social Affairs Department is informed of such an increase within 24 hours of the situation, and the time needed to complete the work, and (ii) the salary of the additional working hours is increased by 50% compared to the regular working hours.³¹ Working hours may also be increased for certain businesses such as restaurants or cafes.³²

Employers are required to grant employees at least one hour rest in the middle of the working day when employees work continuously for six (6) hours for men, and five (5) hours for women. Employees are entitled to a daily rest period (after work) of nine (9) consecutive hours, except for cases where circumstances of work compel otherwise.³³

Employees should receive a weekly rest period of at least 36 consecutive hours. The employer has the right to choose the rest period of each of the employees according to the requirements of the work.³⁴

8 2 Overtime

There are no specific provisions governing overtime within the Labour Code.

29 See Article 9(3) of the NSSF law

30 Article 31 of Labour Code

31 Article 33 of Labour Code

32 Article 32 of Labour Code

33 Article 34 of Labour Code

34 Article 36 of Labour Code





Electrician (Photo Racha El Daoui/NRC)



9 | LEAVE ENTITLEMENTS

The following types of leave exist under the Labour Code:

9.1 Annual leave

Every employee has the right to an annual leave of 15 days fully paid, provided that he or she has been employed by the employer for at least one year.³⁵ The employer may choose the date of the annual leave according to the needs of the work. The employer may not dismiss the employee nor serve him or her a dismissal notice during the annual leave.³⁶ Whilst there is no right to annual leave prior to completion of one year's employment, the employer can grant annual leave during the first year at his or her discretion. The Labour Code provides only the minimum rights and employers can grant extra benefits.

The Labour Code does not require an increase in annual leave according to the years of service; however Lebanon is a member of several Arab and International conventions that provide for the increase of the number of days of based on the length of service. In this respect, the minimum number of days of annual leave to be provided for the employee as suggested by the Ministry of Labour when registering a new internal regulation are as follows:

- Annual leave of 15 working days for the employee who has been working for an employer from between one to five (5) years.
- Annual Leave of 17 working days for the employee who has been working for an employer for between five (5) to ten (10) years.
- Annual Leave of 19 working days for the employee who has been working for an employer for between ten (10) to 15 years.
- Annual Leave of 21 working days for the employee who has been working for an employer for more than 15 years.³⁷

35 Article 39 of Labour Code

36 Article 39 of Labour Code

37 Article 40 of Labour Code



9 2 Sick leave

Employees are entitled to sick leave for up to half a month of full pay and half a month of half pay if they have worked between three (3) months and two (2) years, subject to a medical report which may be verified by the employer. Sick leave entitlements are progressively increased for persons who have worked up to four (4) years, up to six (6) years, up to ten years and more than ten years.³⁸ Sick leave can be claimed until the maximum limit is reached although employers are entitled to reduce the annual leave by eight (8) days for employees whose sick leave exceeds one month within a year.³⁹ Employees cannot be dismissed or served with a dismissal notice whilst on sick leave.⁴⁰

9 3 Maternity leave

Women are entitled to maternity leave for a period of seven (7) weeks including the period before and after giving birth.⁴¹ Wages and salary entitlements shall be paid in total to women during their maternity leave.

9 4 Special personal leave

Workers whose father, mother, spouse or grandchildren have died are entitled to two (2) days of bereavement leave.⁴²

9 5 Public Holidays

Whilst the Labour Code does not specifically mention public holidays, holidays that must be observed by the public sector in Lebanon, including religious and secular holidays, are set by the Council of Ministers.⁴³ The two mandatory holidays in Lebanon for the private sector are Labor Day on 1 May⁴⁴ and Independence Day on 22 November.⁴⁵ However, it is customary that the private sector closes on most of the days on which the public sector is closed. Violations of public holiday entitlements are punishable under the Labour Law.⁴⁶

38 See Article 40 of Labour Code

39 Article 41 of Labour Code

40 Article 42 of Labour Code

41 Article 28 of Labour Code

42 Article 38 of Labour Code

43 A [Council of Minister's Decree no. 15215 dated 27 September 2005](#) specifies the holidays and occasions in which the public administrations and institutions and municipalities close. These include religious holidays for different denominations as well as some secular public holidays.

44 Pursuant to the Public Holiday Law of 30 April 1959. See also Council of Minister's decree no. 15215 dated 27 September 2005 which notes that if the day falls on a Sunday or holiday, the private sector institution closes the following day (except particular excluded institutions such as pharmacies, bakeries and restaurants which must pay employees twice the rate for working on this day). Institutions that are closed on 1 May have the right to employ their workers in lieu of the hours they have taken off, provided that they take into account the rules imposed in the applicable laws, and that they pay their employees compensation for these hours equal to their regular salary.

45 Pursuant to the Public Holiday Law of 21 November 1962

46 Article 107 of the Labour Code



Butcher (Photo: Charles Fred/Creative Commons)



10 | TAXATION

Income tax in Lebanon ranges from 2% to 25% depending upon salary.⁴⁷ Income tax is payable if the beneficiary of the salary is resident in Lebanon, if the services are executed in Lebanon or if the source of funding is in Lebanon.⁴⁸



11 | DISCIPLINARY PROCEDURES

Employers with more than 15 employees are required to submit their **internal labour and personnel procedures** and regulations to the Ministry of Labour. Employees may be fined up to three (3) days' pay for acts of "*grievous fault, flagrant negligence or infringement of the internal regulations*" of the workplace.⁴⁹ However any fines can only be charged within 15 days of the incident.⁵⁰ Employers who have suffered material damage from the acts of employees can claim damages up to the amount of five (5) days wages from the employee.⁵¹

47 Article 23 of Budget Law 2019, which amended Article 58 of the Budget Law. See [PWC Tax Summaries Lebanon](#)

48 Information from Price Waterhouse Coopers Tax Summary for Lebanon; [PWC Tax Summaries Lebanon](#)

49 Article 68 of Labour Code

50 Article 68 of Labour Code

51 Article 69 of Labour Code



Home Rehabilitation (Photo:NRC)



12 | DISMISSAL AND TERMINATION OF EMPLOYMENT

12.1 Grounds for dismissal or termination

Under the Labour Code grounds for termination of employment contracts can be either on the basis of **abusive** or **non-abusive** termination.

The Labor Code is predisposed to continued employment, making it difficult for employers to terminate an employment relationship. Under the Labor Code, an employment contract may only be **terminated** in one of the following cases:

Abusive termination of employment is where the employment is terminated **without a valid reason** under Articles 74 and 75 of the Code. In such cases employers are required to give a certain period of prior notice and pay an indemnity (amount of compensation) to the employee on account of the termination. However, they may still validly terminate the employment relationship provided they follow the necessary requirements. Different rules are applicable for fixed term and open term contracts.

Non-abusive termination is where employment is terminated for one of the grounds listed in Articles 74 and 75 of the LLC.

There are different requirements for prior notice periods and payment of indemnities, as well as consequences, depending upon whether the termination is abusive or non-abusive.

Non-Abusive (legal) Termination of Employment

Article 74: Cases where the employer has the right to terminate the employment contract without indemnity or prior notice

- If the employee pretends to have a **false nationality**,
- If the employee was employed subject to a **probation period** and failed to satisfy the employer within a period of three months from the starting date of his or her employment,
- If it was proven that the employee committed **willful misconduct or negligence** which resulted in

material damages to the employer,

- Where the employee **violates the internal regulations of the employer at least three times** during the same year, despite several written warnings that were addressed to him or her during the same year,
- Where the employee is **absent with no legal excuse or valid reason**, for more than 15 days in a single year or more than seven (7) continuous days. The employee must justify his or her absence to the employer within 24 hours of his or her return,
- If the employee was sentenced to **a year's imprisonment** or more for committing a felony,⁵² or if he or she was convicted of a misdemeanor at the workplace and during the work, or if he or she was convicted of crimes according to Article 344 of the Lebanese Criminal Code,
- If the employee has committed an **assault** on the employer or the person in charge at the work premises.

Article 75: Cases when the employee has the right to terminate the employment contract without prior notice:

- If the employer (or his or her representative) has **deceived the employee** about the conditions of work at the time of the conclusion of the contract, noting that the employee has a period of one month since his appointment to claim his or her right to termination.
- If the employer **does not fulfill his or her obligations** towards the employee, in accordance with the provisions of the Labour Code
- If the employer (or his or her representative) **commits an offense against the morals of the employee** or a member of his family.
- If the employer (or his or her representative) is guilty of assaulting the employee.

Abusive Termination of Employment Contracts

Article 50(D) of the Labour Code lists specific cases where the termination of an ongoing open-ended employment contract is considered as **abusive**. This includes situations of dismissal for non-valid reasons under the law, where dismissal is:

- **not related to: the employee's behavior** within the workplace or the sound management and smooth running of the business,
- on account of person's **trade union activities**,
- because of a **complaint made against the employer** or
- as a result of the employee **exercising his or her rights under the Labour Law**.⁵³

Workers who are terminated without valid reason (abusive termination) may challenge the decision to terminate and request re-instatement of their employment.⁵⁴ Different consequences apply to the abusive termination of employment contracts, depending on whether it is an open-ended contract or a fixed-term contract.

52 A felony is a serious crime, typically punishable by a period of imprisonment.

53 Article 50(D) of the Labour Code

54 Article 50(E) of the Labour Code

Abusive Termination of Fixed-Term Employment Contracts: According to legal writings, the termination of a fixed-term contract, whether by the employer or the employee, prior to its expiration term and without a legal motive is considered abusive, and the general provisions of the Lebanese Code of Obligations and Contracts (“LCOC”) on the “termination of contracts” shall apply. It is up to the discretion of the court to decide on the indemnities that must be paid to the prejudiced party.

Abusive Termination of Open-Ended Employment Contracts: As mentioned above, the termination is considered abusive whenever it occurs in cases other than the ones mentioned under articles 74 and 75 of the Labour Code. This requires (1) the application of the prior notice period and (2) the payment of a termination indemnity.

Prior Notice Period: Article 50 of the Labour Code regulates the prior notice period that applies to the abusive termination of open-ended contracts, and provides the party who wishes to terminate the employment contract has to notify the other party within a period of:

- one month prior to the termination when the contract was for three (3) years or less,
- two (2) months prior to the termination when the contract was for more than three (3) years but less than six (6) years,
- three (3) months prior to the termination when the contract was for more than six (6) years but less than twelve years,
- four (4) months prior to the termination when the contract was for twelve years or more.

The **notice must be delivered in writing and personally to the concerned party**, and the party has the right to ask for clarification on the causes of the termination if the causes were not specified in the written notice. The party who fails to comply with the above provisions is required to pay an indemnity equivalent to an amount equal to the salary for the notice period.

Termination Indemnity: If the employer terminates the contract, the indemnity shall be calculated based on the type of work of the employee, his/her age and years of service and medical as well as family status. It also depends on the size of the damage and the intensity of the rights abuse if the termination is abusive. An indemnity should range between two (2) and 12 months’ salary in addition to what the employee is entitled to as a legal indemnity as a result of termination of service.

If the employee terminates the contract for reasons other than those provided for in the law (abusive termination) and it was found that the termination caused damage or embarrassment to the employer, then the indemnity (as damages) shall range between two (2) and four (4) months’ salary depending on the case and in addition to the prior notice indemnity.

Conditions of force majeure⁵⁵

Under the Labour Code *“the employer may terminate some or all of the ongoing employment contracts in the institution in case of **force majeure, or due to economic or technical circumstances**, such as the reduction of the size of the institution, the substitution of a certain production system by another, or in case of complete cessation of work of the institution.”*⁵⁶

In such cases *“The employer must inform the Ministry of Labour of his (or her) intention to terminate such contracts one month prior to the effective termination, and has to discuss with the Ministry in order to establish a final program for such termination, taking into account the seniority of the employees in the enterprise, their specialization, their age, familial and social status and finally the necessary means for their re-employment.”* Workers who are laid off from work shall have priority treatment for reclaiming their jobs if the company is able to operate again within a year.⁵⁷

In general, whenever the employment relationship is put on hold for a certain period of time, the legislator usually intervenes and enacts special laws that regulate the relationship between employers and employees during this period of suspension of the employment relationship. For instance, following the civil war that started in Lebanon in 1975, the legislator enacted, on 4 March 1977, Law-Decree No. 17/1977 that organized the relationship between employers and employees, regulating the “amendment, suspension and termination of employment contracts” and the necessary conditions in order for employees to benefit from the provisions of the decree-law and receive a percentage of their salaries, as regulated by said decree-law.”

However, to date, the Lebanese legislator has not yet enacted any special law that organizes the employment relationship between employers and employees during the COVID-19 pandemic and while private institutions were shut down.

Payment of salaries in the case of force majeure – legal interpretations

The Labour Code does not regulate the payment or non-payment of salaries in case of force majeure. This is a delicate situation that is not regulated by the applicable law. Court precedents and legal writings do not have a unified position on this issue as usually in exceptional cases the legislator enacts special laws to govern the employment relationship between employers and employees, notably the payment or non-payment of the salaries during the period of “force majeure”. There are two possible options that may occur.

Option 1: Employers pay full salaries of employees during the period when their employment is suspended due to force majeure:

Lebanon has ratified the Arab Convention No. 15 of 1983 (the **“Wage Convention”**) concerning the determination of and protection of wages. According to Article 7 of this Convention, *“the employee is entitled to his (or her) whole salary, even if s/he did not perform his (or her) work for reasons that are out of his (or her) control; national legislations should enumerate the reasons”*.

Article 2 of the Lebanese Code of Civil Procedures establishes the hierarchy of norms in the Lebanese legal system, and provides that in case of contradiction between the provisions of international conventions and the provisions of internal laws (e.g., Articles 1 of the Labour Code and 624 of the LCOC referred to under Option 2), the provisions of international conventions shall prevail. Based on Article 7 of the Wage Convention, although the Lebanese legislators did not enumerate the reasons when the employee is entitled to his or her whole salary when s/he is not able to perform his work for reasons that are out of his or her control, employees may request the payment of their salaries in full, such as during situations of a pandemic (COVID-19). They may claim that the non-performance of their work during this period is due to the Lebanese Government’s decision to shut down public and private institutions for safety reasons to contain the outbreak of the coronavirus, and that this reason is beyond their control.

55 Force majeure are unforeseeable circumstances that prevent someone from fulfilling an obligation

56 Article 50(F) of the Labour Code

57 Article 50(G) of the Labour Code

However, another opinion suggests that employers may refrain from paying the salaries of their employees as it may be claimed that Article 7 of the Wages Convention shall not apply given that Lebanese legislators did not enumerate the reasons when the employee is entitled to his whole salary.

Option 2: Employers refuse to pay salaries partially or totally during the period when the employment is suspended due to force majeure (i.e., employers pay reduced salaries or do not pay salaries at all):

Employment contracts are subject to the provisions of the Labour Code and the LCOC. Article 12 of the Labour Code provides that employment contracts are subject to the provisions of the general law (e.g., the LCOC). Pursuant to Articles 1 of the Labour Code and 624 of the LCOC, *“the employee commits himself (or herself) to providing his (or her) work activities under the control and supervision of the employer, and the employer commits himself (or herself) to pay the employee a salary”*.

This implies that employees are only entitled to receive their salaries when they effectively perform the work. Some court precedents and legal writings support this argument and base it on Article 624 of the LCOC to refuse the payment of salaries during the suspension of employment contracts.

On the same reasoning, the coronavirus pandemic situation may be associated with an event of “force majeure” beyond the control of both employers and employees, which may be considered as a reason to suspend the execution of employment contracts, without terminating them. Article 243 of the LCOC provides that *“if the execution of an obligation becomes impossible for a reason not imputable to the debtor, then such obligation shall be prescribed”*. The suspension of the execution of the employment contract implies the interruption of the work by the employee and the exemption of the employer from the payment of the salary. However, in order to terminate contracts, employers should comply with the provisions of Article 50(F) of the Labour Code and inform the Ministry of Labour of their intention to terminate the employment contracts one month prior to the effective termination, and discuss with the Ministry the establishment of a final program for such termination. Court precedents however are lenient to the view that the “temporary” impossibility to perform the work does not constitute an event of force majeure.

Hence, there is a risk that any termination that occurs on that basis may be considered by the competent court (in case of litigation) as an abusive dismissal that compels the employer to provide compensation to the employee. It is up to the discretion of the judge to decide whether the current situation in Lebanon and the temporary “impossibility” to perform the work, is considered an event of force majeure that justifies the termination of ongoing employment contracts in compliance with the provisions of Article 50(F) of the Labour Code.



Article 39 of the Labour Code provides that “employees are entitled to an annual leave of 15 days fully paid, provided that the employee has been employed at the employer for one year at least. **The employer may decide the dates of the annual leave according to the needs of the work.** The employer may not dismiss the employee nor serve him a dismissal notice during the annual leave”.

Based on Article 39 of the Code, employers may decide that employees should take all or part of their annual leave (fully paid) during the period of the COVID-19 virus crisis, arguing that this is according to the needs of the work. Considering that the purpose of annual leave in general is for employees to rest and have vacations, employees may argue that the annual leave does not achieve its purpose under such circumstances.

12 3 Procedures

No prior notice is required if terminating an employment contract under Articles 74 or 75 of the Labour Code (non-abusive termination).

However, a period of prior notice is required if terminating the contract for other reasons (abusive termination) under Article 50D of the Code. Article 50 sets out the period of necessary notice which ranges from one month to four (4) months depending upon the period of employment.

The notice must be delivered in writing and personally to the concerned party who has the right to ask for clarification on the causes of the termination if this was not specified in the written notice. The party who fails to comply with the provision shall be liable to pay an indemnity equivalent to an amount equal to the salary for the notice period.



13 | WORKPLACE DISPUTES AND APPEALS

Labour Arbitration Councils established in each governorate deal with cases of dismissal, labour accidents, wages and all other disputes under the law. There is no cost for filing claims before the Councils.

Workers challenging the termination of their employment as abusive **must file a claim before the Arbitration Council within a month (30 days)**. The Council must reach a decision within three (3) months.⁵⁸ If the decision to dismiss is not justified the employer must reinstate the employee.⁵⁹

The Labour Code and Decree Law 136 (which is related to the accidents suffered by the employees) do not specify that the employee must be legally working with the employer (i.e., having a valid work permit and residency permit) in order to benefit from the protections granted to them by virtue of these two laws. A constant jurisprudence does consider that the foreign employee who does not hold a valid work permit is not prevented from requesting any compensation due to him or her.

However foreign workers must obtain a work permit and a residency permit in order to be legally registered and to work in Lebanon and could be criminally prosecuted for the breach of these requirements.⁶⁰ Whilst a civil claim against any employer for wrongful termination of employment, and criminal proceedings by the State against a foreign worker without a work permit are separate legal proceedings, there is a risk of a worker being prosecuted if they are found to be working illegally.

58 Article 50(B) of the Labour Code

59 Article 50(E) of the Labour Code

60 Al Adel 1968 – Beirut Arbitral Council Decision No. 404 dated 17 March 1967





Greenhouse (Photo: Dalia Khamissy/UNDP in Lebanon)



14 | SPECIAL EMPLOYEE CATEGORIES AND PROTECTIONS



14.1 Youth/Minors

14.1.1 Minimum working age

It is illegal to employ minors under 13 years of age.⁶¹ Minors under 15 years of age are prohibited from working on industrial projects, on works deemed exhausting, and on works that are harmful to health. Minors under 16 years of age are prohibited from undertaking works deemed dangerous by nature, or that threaten the life, health or manners of the minor given the circumstances of the work.⁶²

Minors must undertake a medical examination before being employed to ensure they are fit to work. The medical certificate should be granted for free, and should be renewed on a yearly basis up until the minor reaches 18 years of age.⁶³ The medical certificate may be revoked at any time if it is proven that the minor is not fit to undertake his work.

Employers as well as parents and guardians of minors who have allowed their children to work are criminally liable for breaches of the Labour Code for minors.⁶⁴ Employers are not allowed to provide accommodation at their home to minors whom they employ.⁶⁵

14.1.2 Work that is prohibited for minors

Annex 1 to the Labour Code lists the professions in which **minors may not work**. These include; underground work in mines, quarries and for stone extraction, work with explosives, welding, melting or firing glass or mineral products, treatment of lead or other dangerous chemicals, operating, repairing or driving engines, producing alcohol or working in abattoirs.

Annex 2 lists professions in which minors may **only work with a medical certificate**. These include; marble and stone cutting, production of cement, soap, cotton, fertilizer, leather, glue, glass, tobacco, paint, building works except for rural construction, spinning, weaving and printing and passenger transport.

61 Article 22 of Labour Code
62 Article 23 of Labour Code
63 Article 22 of Labour Code
64 Article 30 of Labour Code
65 Article 15 of Labour Code

14.1.3 Restrictions for working age minors

Various provisions are applicable to employers that employ **minors** (under 18 years of age)⁶⁶:

- Minors are prohibited from working more than six (6) hours per day. When minors work continuously for four (4) hours, they should be granted a rest of at least one hour in the middle of the day.
- Minors are prohibited from working from 7pm to 7am.
- Minors are entitled to a daily rest period of 13 consecutive hours.
- Minors should not be given extra work or work during daily and weekly rests, or on holidays when the business of the employer is closed.
- Minors are entitled to a yearly vacation of 21 days fully paid, provided that the minor has been employed by the employer for a year at least.

The Labour Code does not differentiate between minors that are Lebanese nationals and minors that are foreigners, and foreigners benefit in general from the provisions of the Labour Code which applies to them. Therefore, theoretically, the provisions of the Code related to minors would apply to minors that are foreigners. Employers are responsible for verifying the age of minors by asking them for a copy of their ID card.⁶⁷

The Ministry of Labour have advised that there are no legal texts that prevent the Ministry from granting work permits to minors that are foreigners, but that in practice they have never received such work permit applications.⁶⁸ El Meouchi lawyers contacted two officers at the LGS, who both confirmed that the LGS rejects the Residency Permit applications of minors that are foreigners.



Employers are prohibited from discriminating between men and women whether regarding the (i) type of work, (ii) amount of wage or salary, (iii) employment, (iv) promotion, (v) professional qualification, and (vi) clothing.⁶⁹ Employment of women is forbidden in industries and jobs listed in Annex No. 1 of the Labour Code⁷⁰ which includes working underground in mines, extracting stones, working in furnaces for smelting, refining and making mineral products, manufacturing and handling of explosives, melting of glass in the special furnace, etc.

Women are entitled to maternity leave for a period of seven (7) weeks including the period before and after giving birth.⁷¹ Wages and salary entitlements shall be paid in total to women during their maternity leave. There are no specific regulations in respect of breast feeding, child care or other commitments for women.

66 Article 23 of Labour Code

67 Article 24 of Labour Code

68 Interview with the head of the department of Syrian workers within the Ministry Labour

69 Article 26 of Labour Code

70 Article 27 of Labour Code

71 Article 28 of Labour Code



14 3 Day labourers, self-employed contractors or gig-workers

Day labourers, casual worker and agricultural workers are specifically excluded from coverage under the Labour Code. Other persons who are not in a subordinate employment relationship with an employer but are in fact self-employed may also fall outside the coverage of the Code.⁷² This depends on their particular circumstances and contractual arrangements but can include persons who are working for themselves, such as sole traders, consultants or contractors.

Small craft industries are defined within the Labour Code as industries or trades where the owner works by himself or with other assistants without the direction of another employer provided that there are not more than fifteen (15) assistants including family members.⁷³



14 4 Shaweesh arrangements

Syrians working in agriculture are typically employed under arrangements between Lebanese farmers and local Lebanese (*wakeel*) and Syrian (*shaweesh*) work coordinators. Lebanese landowners often recruit a Lebanese *wakeel* who informally contracts or works with a Syrian *shaweesh* who organizes Syrian agricultural workers. *Shaweesh* often rent a piece of land from a Lebanese landowner which is used as an informal tented settlement for Syrian workers. The *shaweesh* is the supervisor or representative of the settlement with connections with landowners or local authorities. The *shaweesh* “looks over the setting up of tents, collects rents, and liaises with aid distributors, the municipality, or even governmental authorities such as the internal security forces (ISF)”.⁷⁴ However the most important role of the *shaweesh* is to recruit and supervise agricultural workers for the Lebanese farmer which involves paying workers and dealing with workers disputes and issues which arise. They typically take a commission from each worker’s salary and take deductions to cover the rent and sometimes for other expenses.⁷⁵ Agricultural workers are excluded from coverage under the Labour Code⁷⁶ and *shaweesh* or *wakeel* arrangements are not specifically regulated under the Code.



14 5 Volunteers

There are no provisions governing volunteers in Lebanese labour law. The Lebanese COC provides that “*the employment contract is mainly characterized by the relation of subordination between the employer and the employee. The employee commits himself to provide his (or her) work activities under the control and supervision of the employer and the employer commits himself to pay the employee a salary*”.⁷⁷

If foreign volunteers (including Syrian refugees) are receiving payments (even if small payments) which could be categorized as a salary or wage, they may be in an employment relationship in which case they would need to obtain a work permit. They would be subject to the Labour Code and to the law of work accidents⁷⁸ However, if any allowance paid is designed only to cover expenses such as transportation or food costs, it is arguable that it should not be characterized as a wage.

72 See Article 624 of LCOC which defines the employment relationship

73 Article 6 of Labour Code

74 N. Turkmani, K. Hamade, “Dynamics of Syrian Refugees in Lebanon’s agriculture sector”; [Dynamics of Syrian Refugees in Lebanon’s Agriculture Sector](#)

75 Turkmani, *ibid*, p 17

76 Article 7 of Labour Code

77 Article 624 of LCOC

78 Decree Law No 136 issued on 16 September 1983



Vocational Training (Photo: Racha El Daoui/NRC)



15 | VOCATIONAL TRAINING

Vocational training institutions are authorised under the Labour Law. Training centres must specify the nature of the trades, the hours of work and the conditions. Training programmes must be authorised by the Ministry of Labour and Public Health.⁷⁹ Vocational training may be provided to children over the age of 12, provided the training programme is approved by the Ministry of Labour and the Ministry of Public Health.⁸⁰

Trainees are workers undergoing training who have not yet acquired the techniques of a skilled worker.⁸¹ Trainees are entitled to a certificate of proficiency at the end of the training period.⁸² The Labour Code sets out special wage conditions for trainees.⁸³ Conditions for training contracts shall be specified in decrees passed by the Council of Ministers.⁸⁴



16 | WORKER'S ASSOCIATIONS AND TRADE UNIONS

Title IV of the Labour Code regulates the establishment and operations of **trade unions**. Trade unions are established to protect and promote the professional interests of the association and advance its economic progress, as represented through the members.⁸⁵

Syndicates, or corporations, are defined in the law as bodies of workers, employers or master craftsmen.⁸⁶ They act as professional associations and are responsible for regulating the affairs of their profession, such as for engineers, doctors, social workers.

79 Article 25 of Labour Code
 80 Article 25 of Labour Code
 81 Article 3 of Labour Code
 82 Article 18 of Labour Code
 83 Article 19 of Labour Code
 84 Article 20 of Labour Code
 85 Article 84 of Labour Code
 86 Article 4-5 of Labour Code



17 | FOREIGN WORKERS

Foreigners (including Syrian nationals and Palestinian Refugees from Syria (PRS)) who intend to work in Lebanon must obtain a work permit and a residency permit. Regulations set out the professions that are reserved to Lebanese nationals.⁸⁷ Syrians are specifically permitted to work in the agricultural, construction and environment sectors, although not within technical jobs in the construction sector. Palestinian Refugees from Syria are given the same restricted work rights entitlements as Syrian nationals. They are not entitled to work in the additional work sectors allowed for Palestinians from Lebanon (PRL).

Prior approvals for work permits must normally be requested through the overseas Embassy and prior to arrival in Lebanon. Once the Prior Approval is granted and the foreign worker arrives in Lebanon an application for a work permit must be lodged within 10 days. This is the typical process for migrant workers in Lebanon.

Whilst these rules apply to foreigners in general, Syrian nationals are exempted from obtaining the Prior Approval and from paying the fees related to it and will apply for the work permit directly whilst in Lebanon.⁸⁸



17.1 General procedures

The key provisions and procedures are as follows:

- > Any foreigner who wishes to enter Lebanon to exercise a profession or labor **must obtain a prior approval from the Ministry of Labor (“MoL”) before entering Lebanon (“Prior Approval”)**, unless the foreigner is an artist,⁸⁹ in which case he or she must obtain an approval from the Directorate of General Security (“LGS”)⁹⁰

87 Decree No. 17561 dated 18 September 1964

88 This is confirmed in several news articles, and orally confirmed by the head of the department in charge of the affairs of Syrian workers in Lebanon.

89 Artists include any foreign person exercising an artistic job in a professional capacity (e.g. musician, painter, sculptor, etc.) as well as artisans producing artistic goods.

90 Article 2 of Foreign Workers Regulation

- Application for the Prior Approval to the MoL must be submitted through the representatives of Lebanon abroad (i.e., Lebanese Embassies abroad), or through the foreigner’s official agent in Lebanon.⁹¹

- The Prior Approval application must include all information related to the foreigner’s experience and capabilities, and notably: his or her name, nationality, date of birth, religion, type and duration of work, qualifications, name of the employer if the applicant is an employee, and finally an undertaking that this Prior Approval does not include any of the family members.⁹²

- If the foreigner applying for the Prior Approval is an employee, **the employer must submit a request to the MoL, in which he or she declares his or her approval to recruit the foreigner**, and must attach (i) a copy of the documents and evidence proving the validity of what is stated in the foreigner’s application, and (ii) the employment contract certified by the notary public in Lebanon, or by one of the Lebanese political bodies accredited abroad.⁹³

- Within 10 days of entry to Lebanon the foreigner must submit to the MoL a request to obtain the **work permit (the “Work Permit”).**⁹⁴

- The Work Permit is an extension of the Prior Approval and a complementary condition to it. If the Work Permit expires or its renewal is refused, the Prior Approval is considered null, and the applicant must obtain a new Prior Approval if he or she wishes to work in Lebanon.⁹⁵

- Work permits are granted by the head of the department supervising the work of foreigners in Beirut as well as the heads of the regional departments in the relevant governorates and the work permit card is signed by the Ministry of Labour.⁹⁶

- Applications for Prior Approvals, Work Permits, or renewed Work Permits must be processed within a maximum period of one month starting from the date of submission of the application and the documents related to it. The decision on one of these requests cannot be delayed beyond this period except with the approval of the Minister of Labor.⁹⁷

- Work Permit are given or renewed for a maximum period of three (3) years⁹⁸ as of the date granted. Requests to renew the Work Permit must be submitted at least one month prior to the expiration of the Work Permit.⁹⁹

Work permits can be obtained for both full-time and part-time workers noting that there are no specific regulations governing the work permits for part-time workers (i.e., same work-permit regulations as for the full-time workers) and that the duration period of work permits varies between seven (7) months (minimum) and three (3) years (maximum). However there seems little reason in practice to apply for a work permit on a part-time basis when the procedures and costs are the same for all work permits.

91 Article 3 of Foreign Workers Regulation
 92 Article 4 of Foreign Workers Regulation
 93 Article 5 of Foreign Workers Regulation
 94 Article 6 of Foreign Workers Regulation. Note: Article 6(2) and (3) of the Foreign Workers Regulation further provides that *“The MoL may revoke the Prior Approval in the event the foreigner fails to come to Lebanon within a maximum period of three months from the date of sending the Prior Approval from the MoL. The prior approval is considered null in the event the foreigner fails to attend to replace the Prior Approval with the Work Permit within the 10 days period”*.
 95 Article 7 of Foreign Workers Regulation
 96 Article 12 of Foreign Workers Regulation
 97 Article 13 of Foreign Workers Regulation
 98 In the same reasoning, the Minister of Labor’s decision no. 101/1 dated 23 August 2019 provides that *“the MoL grants Work Permits to Arab and foreign workers for a period of 1, 2 or 3 years, noting that the fee is multiplied proportionately to the fee for one year”*.
 99 Article 14 of Foreign Workers Regulation



In practice, there are two possible scenarios for a foreigner to submit a request to obtain a work permit to work in Lebanon:

Scenario 1: To apply for a work permit while the foreigner is in Lebanon on a “tourist” visa. Under this scenario and in practice, the formality includes first submitting a request before the MoL to obtain a **Preliminary Approval** and then submitting another request to the LGS to transfer the visa of the foreigner from a “tourist visa” to a “work visa”, noting that the foreigner would then apply for the **Prior Approval** and the **Work Permit** from the MoL followed by a request to obtain the residency permit from the LGS.

Scenario 2: To proceed with the application while the foreigner is abroad. Under this scenario and in practice, the formality includes first submitting a request to the MoL to obtain a **Preliminary Approval** and then another request, also before the MoL, to obtain the **Prior Approval** which should be followed by a request before the LGS to obtain a **work visa** enabling the foreigner to enter Lebanon. Once the foreigner is in Lebanon, he must submit a request for a Work Permit to the MoL followed by the request to obtain the residency permit from the LGS.

Classes of Work Permit

Fees: Four (4) classes of Work Permits may be granted to foreigners, depending on the nature of their work. The fees for the Prior Approval for each of the 4 classes are as follows:

- **First Class** (includes foreigners who undertake an important commercial, industrial, banking or tourism profession, or receive a monthly salary that exceeds three times the minimum wage of LBP675,000 (i.e., LBP2025,000/): LBP1,000,000.¹⁰⁰
- **Second Class** (includes foreigners who engage in one of the aforementioned professions but on a smaller scale, or engage in freelance work, or receive a monthly salary ranging between two and three times the minimum wage of LBP675,000 (i.e., between LBP2,205,000 and LBP1,350,000): LBP 1,000,000.
- **Third Class** (includes foreigners who engage in a small craft or business, or receive a monthly salary ranging between one and two times the minimum wage of LBP675,000 (i.e., between LBP1,350,000 and LBP675,000): LBP 50,000
- **Fourth Class** (includes the rest of foreigners, including manual workers, who receive a monthly salary below the minimum wage of LBP675,000): LBP 50,000.



The official Lebanese Government website DAWLATI (www.dawlati.gov.lb) publishes the required fees and documents to obtain a preliminary and Prior Approval for foreigners intending to work in Lebanon being as follows.

100 Please note that the minimum wage is subject to change in Lebanon on account of the economic situation.



Documents for obtaining the Preliminary Approval:

- A copy of the foreigner's passport, valid for at least 18 months.
- A copy of the employer's identity card.
- A copy of an official document proving the legitimacy of the institution (i.e., the employer), certified by the competent authority (e.g., commercial attestation of the employer).
- A certified copy of an academic certificate for teachers and a certificate of specialization or expertise for experts or technicians.
- Concerning foreigners that are expert or technicians, a certificate of competence or documents evidencing their expertise, and their biography.
- If the works are carried out for the benefit of an administration or in the public interest, a statement proposing the approval of the relevant government department.
- A statement from the relevant public administration body, if the foreigner intends to carry out works for a public administration or public institution.
- An undertaking from the employer to register the foreigner at the NSSF and to sign an employment agreement with the foreigner that shows the salary and benefits granted to him or her.
- An attestation that shows that the institution (i.e., the employer) is registered at the MoL.
- Concerning first class foreigners (i.e., experts, consultants, general managers and assistant managers) a recent attestation from the commercial registry indicating the names of the partners of the legal entity (i.e., the employer).

Fees: A lump sum fee of LBP1,000 is due at the time of application for the Preliminary Approval.

Documents for obtaining the Prior Approval:

- The request for Prior Approval
- A copy of the foreigner's passport, valid for at least 18 months.
- A copy of the employer's identity card.
- A deposit certificate of LBP1,500,000 with the Housing Bank.
- A copy of an official document proving the legitimacy of the institution in which the foreigner will be employed, certified by the competent authority (e.g., commercial attestation).
- A certified copy of an academic certificate for teachers and a certificate of specialization or expertise for experts or technicians.
- If the foreigner is an expert or a technician, a statement from the Central Employment Office at the National Employment Agency proving that there are no eligible Lebanese workers for the required work.
- If the works are carried out for the benefit of an administration or in the public interest, a statement to propose the approval of the relevant government department.



There are no legal provisions confirming who is responsible for payment of the Work Permit fees and it is up to the employee and employer to come to an arrangement. In practice the employer usually pays the application fees.

The official Lebanese Government website DAWLATI (www.dawlati.gov.lb) publishes the required fees and documents to obtain a Work Permit for foreigners intending to work in Lebanon as follows.

Documents for obtaining a Work Permit:

- Application Form duly signed by the employer and the employee.
- The original employment contract certified by a notary public, including in particular the type of work of the foreigner, its duration, location, and the value of the monthly salary (in LBP).
- A copy of the foreign employee's passport containing an entry visa to Lebanon, with a validity of no less than 8 months.
- A copy of the employer's identity card.
- A laboratory examination for communicable and infectious diseases issued by one of the laboratories licensed by the Ministry of Health, which includes tests for the following diseases: tuberculosis - syphilis - AIDS - malaria - jaundice (stomach) + chest radiograph.
- The original insurance policy (in Arabic) with validity of not less than eight (8) months issued by an insurance company whose policies are approved by the MoL.
- A copy of the insurance card or financial receipt.
- Two passport-size photos of the employee.
- A copy of the documents of the establishment or the company.
- Declaration of the employee at the NSSF.
- A deposit certificate of LBP 1,500,000 in case of transfer from one employer to another, or if the Prior Approval is attached to the application form. In the event of a transfer from one employer to another, the new employer must present a deposit certificate of LBP 1,500,000.

Note: If the application for a work permit is based the residency permit at the LGS (i.e. without prior approval) or for Syrian nationals or Palestinians residing in Lebanon, or in the event of changing the workplace, the documents listed above must be submitted except for the certificate of deposit for Syrians and Palestinians.

Syrian employees are also required to submit the following documents:

- A copy of their ID,
- A copy of the access card to Lebanon,
- A copy of the return voucher.

Fees: There are 4 classes of Work Permits that may be granted to foreigners, depending on the nature of their work. The fees for each class are as follows, noting that Syrians are obliged to pay only 25% of the basic fee, namely:¹⁰¹

- **First Class:** LBP 750,000 (i.e., 25% of the original fee of LBP 3,000,000).

- **Second Class:** LBP 500,000 (i.e., 25% of the original fee of LBP 2,000,000).

- **Third Class:** LBP 250,000 (i.e., 25% of the original fee of LBP 1,000,000).

- **Fourth Class:** LBP 75,000 (i.e., 25% of the original fee of LBP 300,000).



17.5 Employer sponsorship

Foreigners intending to work in Lebanon must be sponsored either by an individual or company. Employer sponsorship procedures follow the requirements as set out earlier for applications for Prior Approval and for Work Permits.

Employer sponsors must comply with all workplace conditions and requirements as set out in the Labour Code. The Code provides for the minimum rights that the employer should grant to employees and it is up to the employer to decide whether they will provide any additional rights over and above the minimum rights specified. The provisions of the Labour Code apply to foreigners.

Termination of employment contracts is also regulated by the Labour Code. The termination of fixed-term employment contracts involves different consequences to the termination of open-ended employment contracts. The major differences are the following:

- The prior notice period for termination of employment that is imposed on both the employer and the employee, and

- The indemnities or payouts to be settled in case of abusive dismissal.



17.6 Social security, health and workplace injury insurance

See section 7 for further details of social insurance requirements for all workers, including foreign nationals.

Whilst foreign workers are required to contribute to the NSSF for family coverage and sickness coverage they do not receive the benefits of such coverage unless they come from a country with reciprocal social security arrangements with Lebanon,¹⁰² currently France, Italy, Belgium and Britain. Therefore, despite the fact that Lebanon and Syria both signed Bilateral Agreements 1993 and 1994, and which provides that *“work is underway to develop labor and social security legislation in both countries in a way that leads to a rapprochement between them in terms of rights, obligations, contributions and benefits”*, currently such social security legislation is not in place. Syrian workers must be registered with the NSSF; however, they do not benefit from the profits granted by the NSSF.

¹⁰¹ It was not possible to get a copy of the decision (if any) that grants Syrian nationals a 75% discount on the Work Permit fees, and this was not published on the official website of the MoL. This information was mentioned in several news articles, and was also confirmed by the head of the department in charge of the affairs of Syrian workers in Lebanon.

¹⁰² See Article 9(3) of the NSSF law





Cancellation of Work Permits

Work Permits can be cancelled if inaccurate documents emerge, and whenever the interest of the Lebanese labor force requires. This includes the following cases:

- If the organization has terminated the employment of a Lebanese employee and maintained a foreign employee with similar efficiency and employment conditions.
- If the organization refuses to prioritize the employment of a Lebanese national who meets the required work conditions.
- If the organization does not fulfill its obligations to train the Lebanese national to work instead of the foreigner.
- If the foreigner violates the conditions of the Prior Approval and Work Permit.
- If the foreigner was convicted of a felony or a heinous crime.¹⁰³

Changing Employers

Work permit holders cannot move to another employer or change his or her type of work, without obtaining the prior approval of the MoL.¹⁰⁴ According to the MoL the following requirements apply for work permit holders wishing to change employers:

- Non-Syrian foreign employees who wish to change employer/institution are required to execute along with the employer a discharge of their work permit with a notary public and then submit the discharge with the LGS. After that, the employee should inform the MoL about this modification in order to issue a new work permit reflecting the change.
- Syrian employees who wish to change employer/institution follow the same procedure except the requirement to submit the discharge with the LGS, unless the residency permit needs to be renewed

In these two cases, (i) the remaining time of the initial work permit period should be at least six (6) months, and (ii) the class (depending on the type of the work) cannot be amended. In the event one of the above-mentioned conditions is not met, a new work permit should not be issued.

103 Article 17 of Foreign Workers Regulation

104 Advice provided by an Officer of the MoL for the purpose of the research



Punishments for violation of work permit requirements

Depending on the relevant violation and provision of the Labour Code, violations of the work permit requirements are punishable by imprisonment from one month to three (3) years, a fine of LBP 100,000 to LBP 500,000, and deportation from Lebanon,¹⁰⁵ or by a fine ranging between LBP10,000 and LBP100,000 and imprisonment from one to three (3) months, or one of these two penalties. The penalty is doubled upon repetition within one year.¹⁰⁶ Applications for work permits may be suspended if there is breach of the work permit regime, labour law or residency requirements for foreign nationals.¹⁰⁷

According to the officers of the MoL, investigations on compliance with the permit regime are conducted on a regular basis. They advise that if a foreign employee is working without a work permit, a fine ranging between LBP 2,000,000 and LBP 5,000,000 is imposed. If the violation is rectified within 15 days, only 25% of the amount of the fine is required to be paid. Currently, the MoL is generally only imposing the fine on the employer.

If a foreign employee holds a work permit which does not match the type of his or her work (i.e., different class), a warning is addressed to the employer and to the employee to rectify this breach. If no rectification is made, the MoL and the LGS will not renew the work permit or residency permit.



178

Syrian workers with an irregular status in Lebanon

Syrians who arrived in Lebanon without an entry permit

Under certain circumstances Syrians who arrived in Lebanon without an entry permit are permitted to regularize their status and apply for a work permit. On 20 December 2019 the Minister of Labour issued Decision 151/1 which *“applies to Syrians that entered Lebanon and submitted a request to regularize their [residential and entry] status in order to obtain a Work Permit in accordance with the works and professions that they are allowed to practice in Lebanon”*. Such requests must be submitted to the Syrian Workers Welfare Department of the MoL.¹⁰⁸

When processing applications the MoL will charge the Work Permit fee for the previous two years from the date of the request to regularize the status of the applicant and confirmation of a discharge from the Department of Workforce,¹⁰⁹ unless the Syrian worker proves his or her date of entry to Lebanon or the date he or she started working within these two (2) years. In that case the first date that falls within the period of two years will be used. The period of less than a year is deemed as a whole year.¹¹⁰ The entry regularization exemption was initially extended to March 2020 and has now further been extended.¹¹¹

Refugees registered with UNHCR

Syrian refugees holding a UNHCR card and wishing to renew their temporary residency permit must submit a pledge not to work in Lebanon signed before a notary public. This means that Syrian refugees registered with the UNHCR may reside in Lebanon, provided that they do not work in Lebanon. However Syrian refugees may choose not to renew their UNHCR card and then apply for a work permit.

105 Violations of the provisions of the Prior Approval shall be punished with the penalties stipulated in Article 32 of Law No. 62.

106 Article 2 of the law issued on 17 September 1962 which annulled and replaced Articles 107 and 108 of the Labour Code.

107 Article 21 of Foreign Workers Regulation.

108 Article 2 of Decision 151/1.

109 According to the MoL the discharge is a document confirming payment of the work permit fees.

110 Article 4 of Decision 151/1.

111 Article 4 of Decision 151/1. The MoL advises that the exemption was extended to June 2021.



**17** **9**

Residency Permits for Persons on Work Permits

All foreigners intending to work in Lebanon must have a **residency permit**.¹¹² Documents and fees necessary to obtain a **Residency Permit** are as follows;¹¹³

Documents required to be submitted:

- > The Application Form;
- > A color copy of the passport valid for at least one year with two copies;
- > Three passport-size photos;
- > A true copy of the work permit valid for at least six months;
- > A copy of the employer's identity card (commercial circular if the sponsor is a legal entity);
- > A true copy of the employment contract
- > A true copy of the sponsor's family registration extract, issued within three (3) years (for workers in domestic service);
- > A copy of the last entry into Lebanon or a copy of the last settlement, if any;
- > A copy of the work visa;

Fees: There are four (4) classes of Residency Permits that may be granted to foreigners, depending on the nature of their work. The fees for each class are as follows:

- > **First Class:** LBP 1,800,000.
- > **Second Class:** LBP 1,200,000.
- > **Third Class:** LBP 400,000.
- > **Fourth Class:** (domestic service workers): First Worker: LBP300,000, Second Worker: LBP 600,000, Third Worker and above: LBP 1,200,000.¹¹⁴

**17** **10**

Professions reserved for Lebanese nationals

The Foreign Workers Regulation generally provides for the legal framework for the work of foreigners in Lebanon. It states that the Minister of Labor shall determine the works and professions that the MoL considers necessary to be restricted to Lebanese only, and it shall do this within the month of December of each year, based on the recommendation of the general manager of the MoL, and after consulting with the public administration and relevant bodies when required.¹¹⁵

112 Article 7 of Decree 10188

113 Information contained on GSO webpage. [GSO webpage](#)

114 Please note that fees may change on account of the economic situation in Lebanon

115 Article 9 of Foreign Workers Regulation



In accordance with Ministry of Labour Decision No. 29/1 of 15 February 2018 the professions that are currently reserved for Lebanese nationals are the following:

Employees: Administrative, banking, insurance and educational works of all kinds, and specifically the following professions, labors, crafts and jobs: President, dean, manager, deputy manager, chief of staff, treasurer, accountant, secretary, office employee, certifier, archives secretary, computer, commercial representative, marketing representative, works supervisor, warehouse guard, salesman, jeweler, tailor, upholsterer except carpet upholsterer, electrical wiring, mechanics and maintenance, painting jobs, glass installation, gate keeper, security, driver, waiter, hairdresser, electronic jobs, chief of oriental food, technical jobs in the construction sector and its derivatives, such as tiling, plastering, installation of plasterboard, aluminum, steel, wood, decoration, etc., teaching in primary, middle and high school with the exception of foreign languages when needed, engineering works in various specializations, blacksmith and upholstery works, nursing, all types of work in pharmacies and medicine warehouses and medical laboratories, measuring and surveying works, cosmetic works, fishing, and in general, all types of professions and labors and teaching works of the jobs and careers which Lebanese nationals are available to undertake.

Whilst an earlier decision by the Ministry of Labour,¹¹⁶ namely expressly allowed Syrian nationals to work in the agriculture, construction, and environment sectors without being subject to the restriction of professions to Lebanese nationals, the latest decision prohibits¹¹⁷ Syrians from working in technical jobs within the construction sector.

Although the Minister of Labor should determine within the month of December of each year the works and professions that the MoL considers necessary to be restricted to Lebanese only, it appears that Decision 29/1 issued in 2018 is the latest decision in this respect and that no other similar decisions were issued since that time. As orally confirmed by the MoL,¹¹⁸ in practice, the new decisions cancel the old ones. As the content of Decision 29/1 has not been superseded by any subsequent decision of the sort, it is therefore still being enforced by the MoL.

However, *“The Minister of Labor has the right to exempt some foreigners from the application of the provisions of this decision, provided they fulfil one of the conditions set out in Article 8 of Foreign Workers Regulation, which are:*

- *Specialist, expert or technician whose work cannot be undertaken by a Lebanese national, provided that the foreigner proves it by virtue of an attestation issued by the National Employment Office, and the person requesting the employment of the foreigner should prove that he (or she) tried to find a Lebanese national for 3 months but did not succeed.*
- *Manager or representative of a foreign company registered in Lebanon.*
- *Resident in Lebanon since birth.*
- *Of Lebanese origin or born from a Lebanese mother.*
- *The native country of the foreigner allows Lebanese nationals to undertake the work or profession that the foreigner is asking to undertake in Lebanon”.*

Regarding quota requirements for the employment of Lebanese nationals, the Minister of Labor’s Decision No. 75/1 of July 2019 provides that *“the minimum proportion of Lebanese workers in relation to foreign workers is set in accordance with the following:*¹¹⁹

116 Decision No. 41/1 of 30 January 2017

117 Decision 29/1 of 15 February 2018

118 Conversation with Ministry of Labour officials for the purpose of the research

119 Article 1 of Decision 75/1

- *In the institutions that undertake cleaning works 1 Lebanese worker should be employed for each 10 foreign workers;*

- *In the institutions that undertake construction works and similar works, the proportion shall be of one Lebanese for each foreigner;*

- *In the other institutions, the proportion is three Lebanese for each foreigner.*

Decision 75/1 provides the Minister of Labour with the discretion to “amend these quotas if it appears from the situation in the institution and the nature of the work that these proportions should be increased or decreased.”¹²⁰



17 11

Occupations open for foreign nationals including Syrians

The following is a list of the professions open to foreign nationals in Lebanon including Syrians. There are four (4) classes of Work Permits, and each category includes by way of example the following professions and works.¹²¹

First Class: Cook, Chef, Assistant Chef, Salesman, Groomer, Nurse, Manicurist, Painting Shop Supervisor.

Second Class: Tailor’s assistant, chef, assistant decorator, housekeeper, patient assistant, blacksmith technician, furniture painter, assistant cook, pastry worker, sewing worker, waiter, carpet washing worker, welder, carpenter, kitchen worker, maintenance worker, mechanic, rock dresser, warehouse keeper, packer, reception worker and customer service in the restaurant / company, salesman, assistant nurse, furniture painter, reception worker.

Third Class: Gardener, upholsterer, paper worker, blacksmith, bailiff, assistant salesman, painter, telephone operator, caretaker, and any worker in the following fields: industrial, marble, extension and installation of high tension transmission lines, diesel distribution, carpenter concrete, cleaning and sorting of waste, cleaning and washing of carpets, asphaltting, delivery, hall, cook, patient assistant, cleaning, construction, washing and lubrication, in domestic service, agricultural, social, sanitary, concrete, porter, tiles, installation, fuel station, cleaning, oven, cafe, crusher, slaughterhouse, washing, transport, vineyards, workshop, farm, excavation.

Fourth Class: domestic service workers.

The Ministry of Labour advise that they take into account different considerations when applying quotas. According to the officers interviewed in the MoL, it depends on a case-by-case basis. For example, if a Syrian worker applies to work for a Lebanese individual (not a company) and solely in the agriculture field, the work permit is easily granted and the quota reserved to Lebanese nationals is not applicable. However, if the Syrian worker is applying to work in the agriculture field within a company, then the quota is applied. Further, the MoL is granting Work Permits to Syrian nationals to work as a porter or janitor quite freely, without applying the quota reserved to Lebanese nationals.

120 Article 2 of Decision 75/1

121 [Occupations open to foreigners in Lebanon](#)





1712 Professions open for Palestinians from Lebanon

Palestinians born in Lebanon and registered officially in the records of the Ministry of Interior and Municipalities are exempted from the work restrictions and are permitted to work in all sectors other than *'liberal professions and other professions that are regulated by a legal text which prohibits foreigners from undertaking them'*.



18 | OTHER EMPLOYMENT ISSUES

18 1 Bilateral agreements between Lebanon and Syria

A number of treaties and bilateral agreements relevant to issues of economic cooperation and trade have been signed between Lebanon and Syria. Whilst such agreements may have little direct practical effect for workers they may be worth referring to in advocacy or negotiations with government authorities or in strategic litigation.

Lebanon and Syria signed the Treaty of Fraternity, Cooperation and Coordination between the Syrian Arab Republic and the Lebanese Republic on 22 May 1991 to *"achieve the broadest areas of cooperation and coordination that serve their interests and provide the means to ensure their development and progress, protect their national security, provide prosperity and stability, and enable them to face all regional and national developments and respond to the aspirations of the peoples of the two countries in order to achieve the aims of the Lebanese National Charter, which was ratified by the Lebanese Parliament on 1 September 1989."*

Further to the signature of this bilateral agreement, the two countries signed various bilateral agreements in various fields, including in the labor field notably with respect to the employment of nationals of one of the countries in the other. These include the following:

Agreement for Economic and Social Cooperation and Coordination between the Lebanese Republic and the Syrian Arab Republic, signed on 16 September 1993 ("Bilateral Agreement 1993").¹²²

Article 1 of Bilateral Agreement 1993 promotes *"the establishment of the highest levels of cooperation and coordination between the two countries to ensure their main interests, and work to achieve this gradually and on the basis of reciprocity, in order to reach economic integration by adopting the following principles [...] 2- Freedom of residence, work, employment, and the exercise of economic activities in accordance with the laws and regulations in force in both countries"*.

Article 2 of Bilateral Agreement 1993 provides that *"in order to implement the content of Article 1, the two countries shall work towards achieving the common market between them, gradually through [...] (g) launching the freedom of work, employment, residence, and the exercise of various economic and professional activities for the citizens of both countries in a manner that guarantees to them equal opportunities, in accordance with the laws and regulations of both countries. In this respect, work is underway to develop labor and social security legislation in both countries in a way that leads to a rapprochement between them in terms of rights, obligations, contributions and benefits"*.

Article 4 of Bilateral Agreement 1993 provides that *"(A) The Committee for Economic and Social Affairs¹²³ shall support sub-committees. The following technical sub-committees shall be formed from representatives of the relevant public administrations and bodies representing the economic and social sectors in both countries [...] (7) 7- The Health, Social Affairs and Labor Committee, which deals with and coordinates matters related to health, social affairs and work"*.

¹²² The Bilateral Agreement 1993 was ratified in Lebanon by virtue of Law No. 298 dated 22 February 1994.

¹²³ Article 3 of Bilateral Agreement 1993 provides inter alia that *"The Economic and Social Affairs Committee, established under the Institutes of Fraternity, Cooperation and Coordination, is responsible for achieving the goals set out in Article Three of this Agreement, and the Committee includes the competent ministers in each country"*.



Bilateral agreement regarding employment between the government of the Republic of Syria and the government of the Republic of Lebanon issued on 18 October 1994 (the “Bilateral Agreement 1994”).¹²⁴

Article 1 of the Bilateral Agreement 1994 provides that *“The competent authorities in the Syrian Arab Republic and the Lebanese Republic shall facilitate the necessary procedures for cooperation between them in the field of organizing the various fields related to work and workforce within the limits of the laws and regulations in effect in both countries”*.

Article 4 of the Bilateral Agreement 1994 provides that *“The workers in both countries working in the other country enjoy the same treatment, benefits, rights and obligations in accordance with the laws, regulations and instructions applicable in each country. The two ministers of labor in both countries are assigned to maintain their efforts to find methods that ensure that workers’ rights are guaranteed in both countries”*.

Article 5 of the Bilateral Agreement 1994 provides that *“The competent bodies in both countries study the procedures for establishing a joint office at the joint Syrian-Lebanese border crossings that includes representatives of the two ministries of labor of both countries. This office shall issue a “temporary work card” for seasonal workers who wish to work in either country. As for the remaining categories of workers, they are granted a “card” entitling them to obtain a work permit from the competent authorities in each country after completing the required documentation in accordance with their respective applicable laws and regulations”*.

Article 6 of the Bilateral Agreement 1994 provides that *“The competent authorities in each of the two countries shall take measures to ensure the creation of a department in the MoL which takes care of the affairs of workers from the other country and protects their rights within the framework of the legislations and regulations in force and the agreements concluded in this regard”*.

Article 7 of the Bilateral Agreement 1994 provides that *“For every worker that moves to work between the two countries, a written employment contract must be issued on four copies held by the employer, the worker, and the competent authority in the employer’s country, after being duly authenticated by it”*.

Article 8 of the Bilateral Agreement 1994 provides that *“The employment agreement mentioned in the previous article must include the following information:*

- › *Name of the worker and the and place of birth;*
- › *Name of the employer;*
- › *Type and place of work;*
- › *Wage and place of execution of the work and deductions from the wage;*
- › *Daily working hours, weekly rest, and various kinds of leaves due;*
- › *Term of the employment contract, terms of its renewal and termination, social insurance, and any other conditions agreed upon by the parties”*.

Article 9 of the Bilateral Agreement 1994 provides that: *“(A) The competent authorities in both countries must ensure the implementation of the provisions of this agreement. (B) In the event of a dispute between the employer and the worker, the complaint must be submitted to the competent authority in accordance with the legal procedures applicable in each country to facilitate the amicable settlement of the dispute, and if the amicable settlement cannot be reached, the dispute is referred to the competent judicial authorities in accordance with the law”*.

Article 11 of the Bilateral Agreement 1994 provides that *“A joint committee shall be formed and headed by the Syrian and Lebanese ministers of labor, and it must include representatives of each of the two countries and a representative of both the Syrian and Lebanese General Federation of Workers Unions, and its task is to follow up on the implementation of the provisions of this Agreement. This committee meets periodically and whenever necessary upon the request of one of the parties and the approval of the meeting and place of meeting by the other party, in coordination with the General Secretariat of the Syrian-Lebanese Supreme Council. This committee has the right to form technical sub-committees when necessary”*.

¹²⁴ The Bilateral Agreement 1994 was ratified in Lebanon by virtue of Law No. 442 dated 17 August 1995.










19 | INFORMATION AND AVAILABLE RESOURCES

ILO Resources

ILO provides comprehensive and updated information on employment laws, regulations and procedures worldwide through their ILO NORMLEX Information Systems on International Labour Standards. This includes national legislation, international labour treaties ratified by Iraq and relevant country research links. The site also includes information about reports and information submitted by Iraq to international labour standards monitoring bodies, such as the Committee of Experts on the Application of Conventions and Recommendations (CEACR) and reports by such bodies concerning Lebanon.

- ▶ ILO Lebanon Country Profile  [ILO Lebanon Country Profile](#)

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- ▶ ILO/Legal Agenda ‘The Labyrinth of Justice: Migrant Workers before Lebanese Courts’, (2020)  [Migrant Workers Before Lebanese Courts](#)

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- ▶ IRC, A Decade in Search of Work: A review of policy commitments for Syrian refugees livelihoods in Lebanon and Jordan (2020)  [A Decade in Search of Work](#)

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