WORKX
learning
UAE LABOUR
LAW - 2023

Thumb rule

Online Meeting Etiquette
Please Keep Your Mic Muted
Have Headphones Ready
Keep Chat Pertinent & Clean
Be Ready & Be On Time
Be Kind, Courteous, & Flexible

Introduction

Labor matters in the UAE are governed by Federal Law No. 8 of 1980 Regulating Labor Relations as amended by Federal Laws No. 24 of 1981, No.15 of 1985 and No.12 of 1986 (the “Law”).

Federal Decree-Law No. (33) of 2021 Regarding the Regulation of Employment Relationships

UAE Labour Law Consist of

In its **74 articles**, the law outlines everything such as employee entitlements, employment contracts, labour dispute sett lement, disciplinary rules, and labour inspection, among others.

Divisions of MOHRE

TAS-HEEL service centers represent the partnership between the government and the private sector. They provide services of the MOHRE according to the guidelines set by the ministry with the aim to provide outstanding governmental services.

TAD-BEER centers provide services related to domestic workers employers. The first package is temporary placement and transfer that will allow families to hire a worker for contractual period of six month. After six months, the worker can be transferred under the family sponsorship on the agreement of both parties. The second package provides the option of hiring workers under the center – TAD-BEER-sponsorship. The third package is on-demand cleaning services that allow families hire a worker under TAD-BEER center sponsorship to provide flexible services according to the requirements of the employer or family under a cost unified for all nationalities.

TWA-FOUQ service centers are to mediate between employers and workers to resolve disputes through answering legal enquiries and investigate complaints and pass on recommendations for ministry's approval. MOHRE, which is represented by TWA-FOUQ services centers in cooperation with courts across the country. Complaints are investigated by the centers which try to mediate between the two parties. If the complaint is not solved by the center, it is to be taken forward and referred to the competent courts.

Divisions of MOHRE

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تقييم
TAQ-YEEM

TAQYEEM aim is to provide fast and effective services to customers for registration of labor accommodation in the labor camp system, providing information to estimate the workload, providing information about the facilities and the validity of commercial licenses, providing information about sub-contracts. TAQYEEM provides four main services to a number of 35,000 registered facilities employing about 5 million workers.

توجيه
TAW-JEEH

TAWJEEH centers aim to provide orientation and raise awareness of Labor Law among employers and employees to ensure a smooth flow of business in labor market. The centers educate targeted audience on business relationships and the relevant ministerial regulations and enhance communication between employers and employees. The centers provide services involving work contracts, certificates, and permits issuing and delivery. The centers also familiarize target audience with the UAE society.

It is mandatory training to proceed in processing working visa of the employee.

Who will attend?

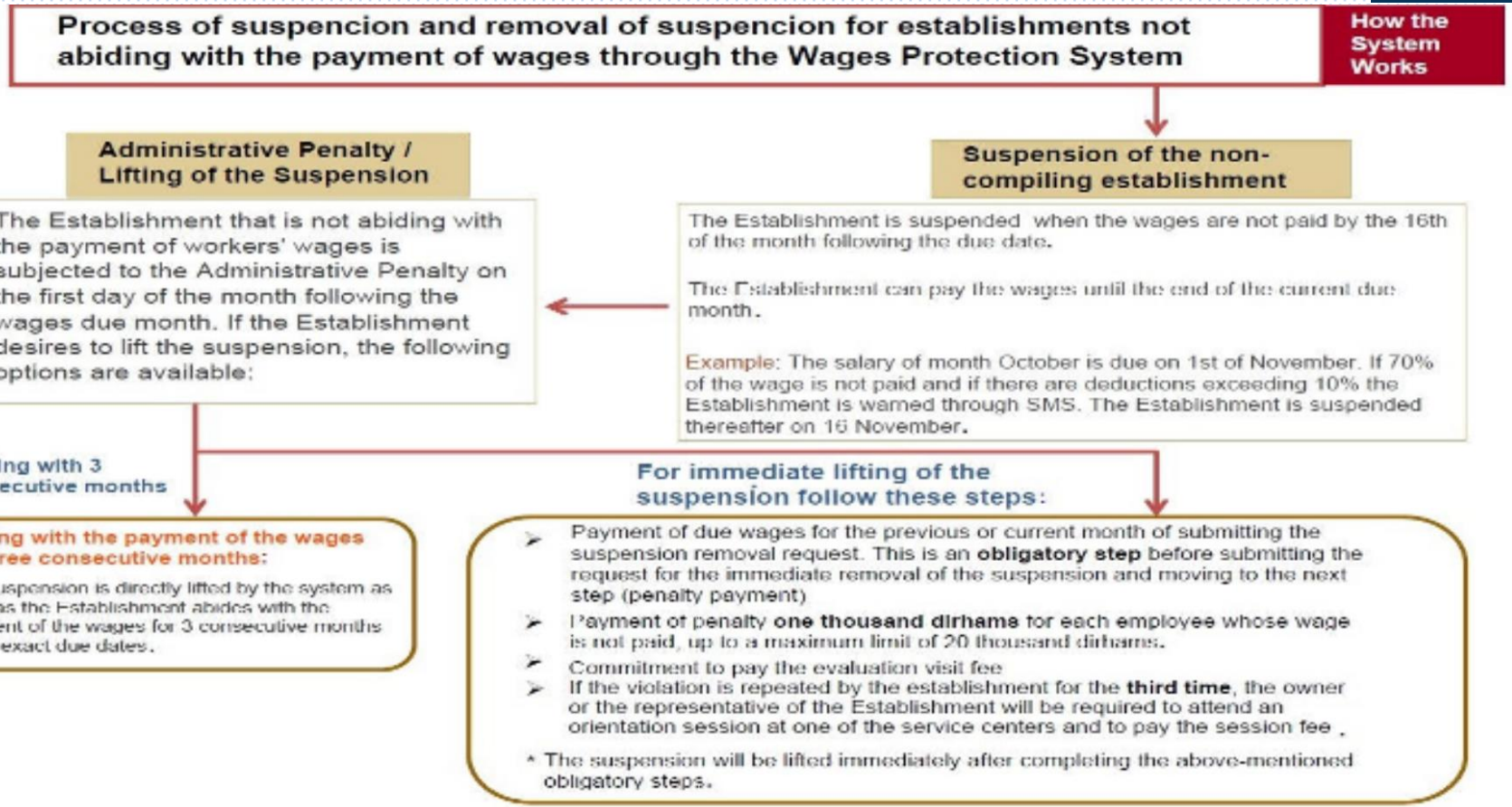
- New application
- Labour contract renewal

(Employee with below category – without attested Educational Certificate)

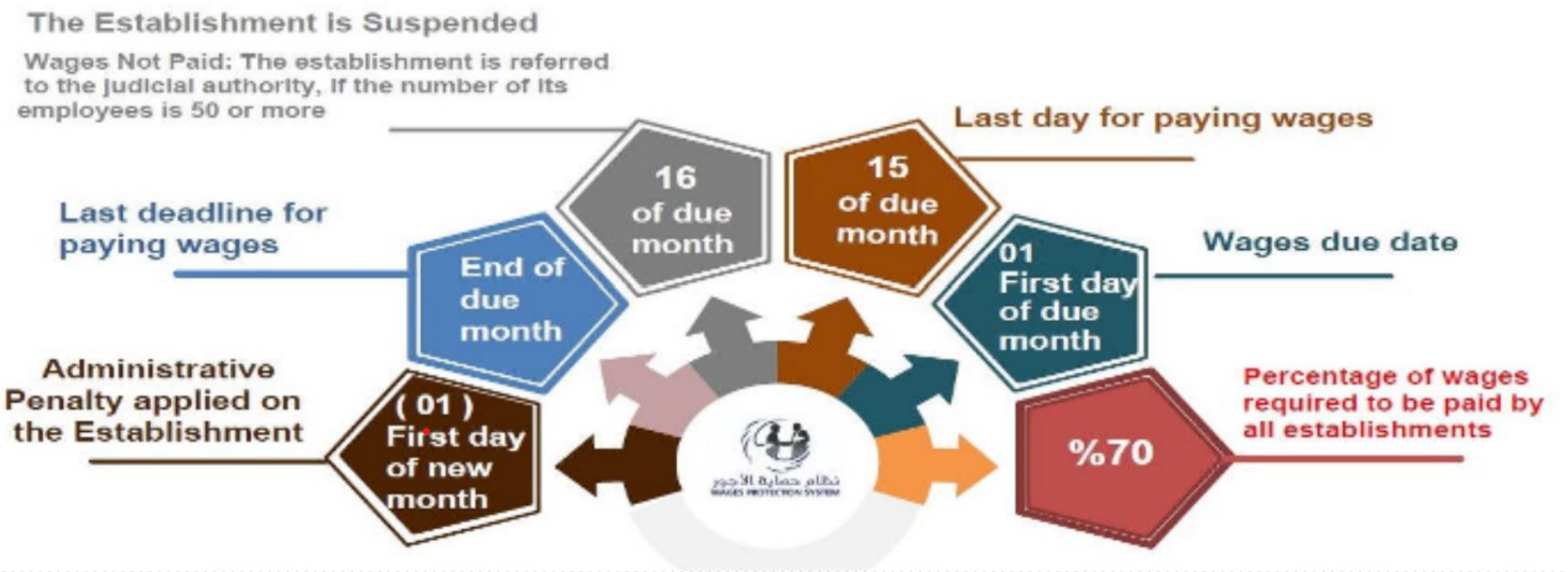
توصيل
TAW-SEEL

TAS-HEEL service centers represent the partnership between the government and the private sector. They provide services of the MOHRE according to the guidelines set by the ministry with the aim to provide outstanding governmental services.

Wage Protection System



Wage Protection System



WPS Exemption

Article 1: Definitions

Ministry of Human Resources and Emiratization.

Website:

Mohre.gov.ae

Definitions- Private Sector

Companies, institutions, establishments or any other entities wholly owned by ***individuals or in partnership*** with federal or local government.

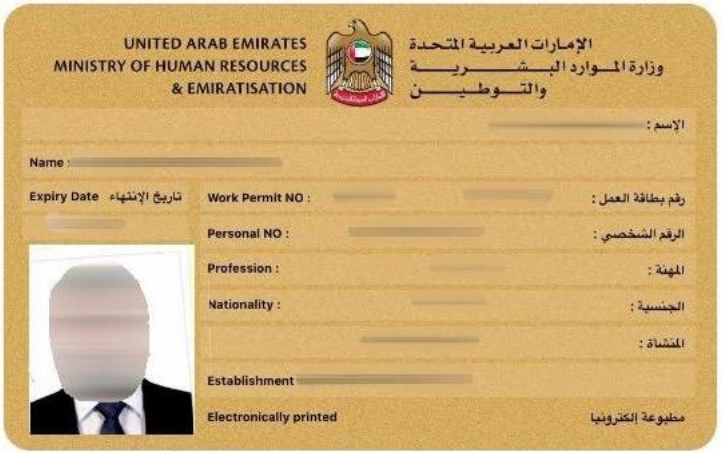
Companies and institutions wholly owned by the federal or local government, ***unless the laws of their establishment*** stipulate that they shall be subject to the provisions of another law.

Definitions

EMPLOYER:	• Every *economic, technical, industrial, commercial unit or other categories* approved in the State, employing workers and aiming at producing goods, marketing them or providing services and licensed by the competent authorities.
Worker :	• Every natural person authorized by the Ministry to work for one of the licensed establishments in the State, under supervision and direction of the employer.
Juvenile :	• Every person who has reached fifteen years old but has not yet exceeded eighteen years old.

Definitions-Work permit

A document issued by the Ministry, according to which a natural person is allowed to work for the licensed establishment.



Employment Contract

Every agreement concluded between the employer and worker, under which the latter is committed to working for the service of the employer and under its supervision and guidance, in consideration of a wage payable by the employer, in accordance with the standard contract forms defined by the Implementing Regulation hereof.

Definitions

Probationary Period :

- The period that may be required by the employer, which enables the latter to evaluate the performance of the worker and allows the worker to become familiar with his job duties and the work environment, according to which the employment contract is either continued or terminated as per the provisions hereof.

Notice Period:

- The notice period specified in the employment contract, which requires both parties to the contract to abide by it in case either of them wishes to terminate the employment contract.

Definitions

Basic Wage :

- The wage stipulated in the employment contract.
- Paid to the worker in consideration of his work under the employment contract, on a monthly, weekly, daily, hourly or piecework basis.
- Does not include any other allowances or benefits in-kind.

Wage :

- The basic wage + incentives or allowances

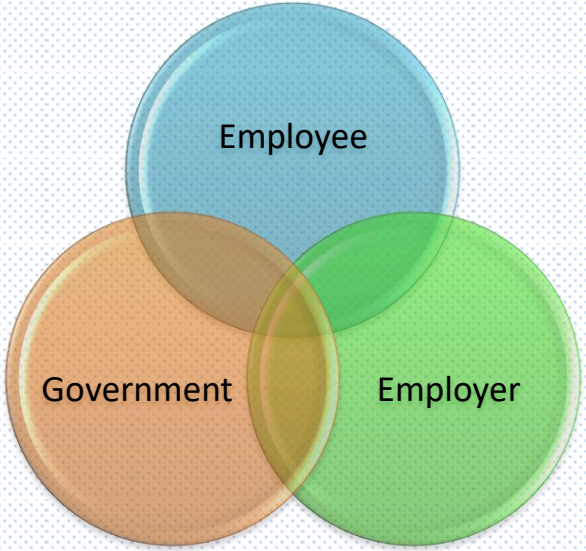
Definitions

Individual Labour Disputes:	• Every dispute arising between an employer and worker alone.
Collective Labour Disputes :	• Every dispute arising between an employer and its workers, whose subject is related to a common interest of all workers or a group of them.

ARTICLE-2

OBJECTIVES

Why Labour Laws?



Objectives

State Goals	• Employers and employers must work together to achieve UAE's development goals.
Rights & Obligations	• Regulating employment relationships and defining rights and obligations.
Sustainability	• Protection of employment relationships to ensure flexibility and sustainability.
Productivity	• Enhancing the efficiency and productivity of the UAE workforce.
Protection	• Providing protection to both parties i.e. employee & employers.

Article (3) Scope of Application

The provisions hereof shall apply **to**	• All establishments, employers and workers in the UAE private sector.
The following categories shall not be subject to the provisions hereof	• Employees of federal and local government entities; • Employees of the armed forces, police and security; and • Domestic workers.
The Cabinet may	• upon the Minister's proposal, exclude any category from being subject to all or some of the provisions hereof and specify the legislation to be applied thereto

Article 4 (Equality and Non-discrimination)

Non-Discrimination	• Discrimination on the basis of race, colour, sex, religion, national or social origin or disability is prohibited.
Emiratization	• Rules and regulations that aim to enhance the participation of UAE citizens in the labour market shall not constitute discrimination.
Protecting Women	• Working women must be protected from discrimination in employment.

Article 5

Employment of Juveniles

- It is not permissible to employ any person under the age of fifteen years.
- **Written consent** of the juvenile's guardian or custodian.
- **A certificate issued by the medical entity** proving the health fitness.
- **Working hours shall not exceed six hours per day** and shall include **one break** or more
- The juvenile shall not work between 7 pm and 7 am.
- The juvenile shall not be employed in **dangerous or arduous works.**
- **The juvenile shall not work overtime.**

Article-6

No work without work permit

Employer can not charge the worker any recruitment fee or employment cost either directly or indirectly.

Article-7

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New work contract types

- full time,
- part time,
- temporary work,
- flexible work.

New work models

- Freelancing
- Condensed work week (40 hrs/3 days)
- Shared job model-Job Sharing
- Self-employment

***a. Full time**; which means working for one employer for full daily working hours throughout the working days.*

*b. **Part time;** which means working for one or more employers for a specified number of working hours or days designated for work.*

c. ***Temporary work;*** *which is work whose execution requires a specific period, or is based on a certain task and is ended by its completion.*

d.Flexible work; *which is work whose hours or working days change according to the work load, as well as the economic and operational variables of the employer. The worker may work for the employer at variable times according to the work conditions and requirements.*

2. The Implementing Regulation specifies the conditions and rules of the work patterns and the obligations of both the worker and employer, according to each pattern.

Work Permits - Sectors

Permits for working with **public sector** (federal ministries, government entities, rulers and their representatives' courts and the entities which are not governed by the Labor Law)

Permits for working with the **private sector**

Permits for working as **license holders** (investors and partners)

Permits for working for **individuals**, such as servants,

private drivers, farmers, shepherds, etc.

Article8-Employment Contract

The employer and worker must sign an employment contract in two copies, one kept by the employer and the other handed over to the worker.

The worker or his representative must prove the employment contract, wage, and any rights he is entitled to under the Decree-Law, its Implementing Regulation, and resolutions.

8.Employment Contract

2. The worker or his representative may prove by all possible means of proof the employment contract, the amount of the wage and any of the rights he is entitled to receive under the provisions of this Decree-Law, its Implementing Regulation and the resolutions issued for its implementation.

3. contract of employment shall be concluded for a specified ***period of time, subject to renewal,*** *in accordance with the agreement of both parties. **

4. In case of extending or renewing the contract, the new term(s) shall be considered an extension of the original term and shall be added to it while calculating the worker's continuous term of service.

8.Employment Contract

5. If both parties continue to implement the contract after the expiry of its original term or the completion of the agreed work without an express agreement, the original contract is considered implicitly extended as per the same conditions set forth therein.

6. Subject to Clause (3) of this Article, the Implementing Regulation hereof shall specify the forms of employment contracts according to the approved skill levels and the provisions for changing the contract from one work pattern to another, and register them at the Ministry.

Article 9

What is probation period?	Is it mandatory?	What is the duration of probation period?
Can we extend the probation period after 6 months?	What is the notice period if an employer wants to terminate an employee in probation period?	How much notice period is required if an employee wants to resign during the probation period?
How much notice period an employee needs to provide if he is moving out of UAE?	Who shall bear the cost of recruitment for an employee who wants to change his/her job without completion of probation period?	What happens if a worker leaves an organization without giving notice period?

Article (9) Probationary Period

1. The employer **may** appoint the worker under a **probationary period not exceeding (6) six months** from the date of commencement of work. The employer may terminate the service of the worker during this period after notifying the latter of the same in **writing fourteen (14) days** at least before the date specified for the termination of service.
2. It is not permissible to appoint a worker under probationary period more than **once at one employer**, and if the worker successfully passes the probationary period and continues to work, the contract shall become valid according to the agreed terms. This period **shall be counted** within the term of service.
3. If the **worker wishes to move during the probationary period**, to work for another employer in the State, he shall notify the original employer of the same in writing within not less than one month from the date of his wish to terminate the contract. **Then, the new employer shall compensate the original employer for the costs of recruitment or contracting with the worker, unless otherwise agreed upon.**

Article (9) Probationary Period

Employer can hire a worker on probation for up to six months.

Employer can end worker's service during probation by giving written notice at least 14 days in advance.

Worker can't be put on probation more than once by the same employer.

If worker passes probation and continues working, the contract becomes valid as agreed.

Probation period counts towards the overall length of service.

If worker wants to switch employers during probation, they must notify the current employer in writing at least one month in advance.

New employer must compensate the original employer for recruitment or contract expenses, unless agreed otherwise.

4. If the foreign worker wishes to terminate the employment contract during the probationary period, to leave the State, **he shall notify the employer of the same in writing not less than fourteen (14) days** from the date specified for the termination of the contract. If he wishes to return to the State and obtain a new work **permit within (3) three months from the date of departure**, **the new employer shall pay the compensation stipulated in Clause (3) of this Article,** unless in case of an agreement between the worker and the original employer to the contrary.

5. If either party terminates the employment contract without taking into consideration the provisions of this Article**, it shall pay to the other party compensation equal to the worker's wages for the notice period or the remaining** period of the notice period.

6. *If the foreign worker leaves the State without abiding by the provisions of this Article, he shall not be granted a work permit to work in the State for one year from the date of leaving the State.*

7. ***The Ministry may exclude some job categories, skill levels*** or workers from the condition of not granting a work permit, stipulated in Clauses (4) and (6) of this Article, in accordance with the rules and procedures specified by the Implementing

Foreign worker must inform employer in writing at least 14 days before terminating contract during probation and leaving the country.

If worker wants to return and get a new work permit within 3 months, new employer must pay compensation, unless agreed otherwise with original employer.

If either party terminates contract without following the rules, they must compensate the other party with worker's wages for the notice period.

If foreign worker leaves the country without following the rules, they cannot get a work permit to work in the country for one year.

Ministry has the authority to exempt certain job categories, skill levels, or workers from the work permit restriction mentioned in clauses 4 and 6, based on specified rules and procedures.

Article (10) Non-competition Clause

If the worker learns about the employer's clients or work secrets, the employer can prevent them from competing or being involved in a similar project in the same sector after the contract ends.

The restriction must be clearly defined in terms of time, location, and type of work, to protect the employer's legitimate business interests.

The noncompetition period cannot exceed two years from the contract's expiration date.

This requirement shall be nullified if the employer terminates the employment contract in violation of the provisions hereof.

Article (10) Non-competition Clause

The claim filed by the employer for the worker's violation of the provisions of this Article shall not be heard if one year has passed from the date of discovering the violation.

The Implementing Regulation hereof defines the provisions regulating this Article, skill levels or occupations that may be excluded from the provision of Clause (1) of this Article, in accordance with the conditions and rules specified by the Regulation.

Article (11)

An Employer Outsourcing some of its Works to Another Employer The employer may outsource and assign the performance of any of its original works or part thereof to another employer and the latter shall be solely liable in this case for the rights of his workers who are undertaking this work, which accrue to them in accordance with the provisions hereof, unless otherwise agreed by both parties.

Article (12)

Assigning the Worker to Another Job

- The worker may not be assigned to undertake work that is fundamentally different from the work agreed upon in the employment contract, unless it is necessary in order to prevent the occurrence of an accident or to rectify the resulting damages, provided that the assignment is temporary and in accordance with what is specified in the Implementing Regulation hereof.
- In cases other than those mentioned in Clause (1) of this Article, the employer may assign the worker to undertake work not agreed upon in the employment contract, provided that the worker provides his consent in writing.
- If the worker has to change his place of residence in order to be able to undertake work that is different from the work agreed upon in the employment contract, the employer shall bear all the financial costs arising therefrom, including the costs of the worker's relocation and residence.

Article (13)

Employer's Obligations

- Maintaining the workers' files and records as per the conditions, rules and procedures issued by a resolution of the Ministry.
- Not withholding the official documents of the worker or forcing him to leave the State at the end of the employment relationship.
- Providing rules regarding the organisation of work, such as the regulation of work instructions, penalties, promotions, rewards and other by-laws and regulations, according to the rules specified by the Implementing Regulation hereof.
- Providing the worker with proper accommodation licensed by the competent authorities in accordance with the rules, conditions and standards in force in the State, or paying to him an accommodation allowance in cash or including it in the wage.
- Investing in the development of the skills of workers working for its service and providing the minimum amount of training, qualification and empowerment tools and programmes.
- Providing the necessary means of prevention to protect workers from the risks of occupational diseases and injuries that may occur during work.

Article (13)

Employer's Obligations

- Taking the necessary actions to ensure that the worker is aware of his rights and obligations at work.
- Bearing the costs of the worker's medical care in accordance with the legislation in force in the State.
- Bearing the expenses of insurances, contributions and guarantees defined by the legislation in force.
- Not allowing the worker to work for others, except in accordance with the provisions hereof.
- Giving the worker, as per his request and upon expiry of the employment contract, a certificate of experience, without fees, indicating the date of his commencement of work, the date of its expiry, his entire service term, job title or type of work.
- Bearing the repatriation expenses of the worker to his place of recruitment or any other place that both parties had agreed upon, unless he has already joined the service of another employer.
- Providing a safe and appropriate work environment.

Article (14)

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Prohibition of Forced Labour and Other Prohibitions

- The employer shall not use any means that would oblige or force the worker, threaten him with any penalty to work for it, or compel him to undertake work or provide a service against his will.
- Sexual harassment, bullying or any verbal, physical or psychological violence committed against the worker by the employer, his superiors at work, colleagues or the persons who work with him, are prohibited.

Article (15)

Worker's Entitlement at the time of Death

- In case of the worker's death, the employer may hand over the worker's family, any wages or financial entitlements due to the worker, in addition to the end-of- service benefits the worker is entitled to, in accordance with the provisions of this Decree-Law and its Implementing Regulation, within a period not exceeding (10) ten days from the date of death or from the date on which the employer became aware of the death of the worker.

- Subject to the provision of Clause (1) of this Article, the worker may specify in writing the concerned person from his family to receive his rights in case of his death.

- The employer shall bear all the costs of preparing and transporting the corpse of the deceased worker to his home country or place of residence if his family so requests.

- The Ministry may, in coordination with the concerned authorities, set a mechanism to keep the worker's entitlements in case of his death if it was not possible to hand them over to his family or those entitled to receive them.

Article (16)

Worker's Obligations

- Performing the work by himself according to the direction and supervision of the employer or anyone acting on its behalf.
- Being committed to good behaviour and morals while undertaking work and adhering to honesty and professional integrity.
- Preserving the production means and work tools in his custody and maintaining them by taking the necessary actions to preserve them in the places designated for them.
- Keeping the confidentiality of information and data to which he has access by virtue of his work, not disclosing the work's secrets and returning the items in his custody to the employer at the end of his service.
- Evacuating the accommodation provided by the employer, within a period not exceeding (30) thirty days from the date of end of his service.

Article (16)

Worker's Obligations

- Not keeping personally any original papers or hard or soft copies of documents related to work secrets without the permission of the employer or its representative.
- Implementing the occupational safety and health instructions prescribed at the establishment as per the legislation in force or work regulations and instructions.
- Working during the approved working days and working hours specified in the employment contract, communicating and responding in an efficient manner.
- Continuously and diligently working to develop his functional and professional skills and enhancing the performance level he provides for the employer.
- Not working for others, in violation of the provisions hereof and other applicable legislation in this regard.

Article (17)

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Working Hours

- Regular – 8 (9 hours for few as per job defined like hotels/ watchman and etc)
  - Ramadan – 6 Hours
  - An entity may apply a schedule of one, two, or three shifts per day in accordance with its work requirements and circumstances, provided that the total working hours do not exceed 48 hours per week.

Article-17

One day compulsory as rest day	• Friday is not rest day unless defined
Working hours	• Can not exceed 48 hrs a week • One hour rest is provided after 5 hours

Article 19-Overtime

Overtime

- Weekdays(1.25 times per hour basic)
- Weekend (1.50 times per hour basic)

Remuneration-Minimum wage

Current Law	New Law
Minimum Wage	
	(Article 27)
No minimum wage	Minimum wage to be determined
Paying Wages	
(Article 55)	**(Article 22)**
Payable in UAE dirhams into a UAE bank account.	Payable in UAE dirhams and another currency agreed upon between the parties

- The amount or type of wage shall be specified in the employment contract, and if it is not specified, the competent court shall specify it as a Labour dispute.

- The employer shall pay the salaries or wages to its workers on their due dates in accordance with the regulations approved in the Ministry, as well as the conditions, rules and procedures specified by the Implementing Regulation hereof.

Min Wage by Law?

No minimum wage has been prescribed by law to date.

However, an employee with a monthly salary of less than Dhs.4,000 (plus accommodation allowance), will not be able to sponsor his spouse or children for the purpose of residing in the country.

These are immigration regulations and do not form part of the Law.

In addition, in order to sponsor a house-maid or domestic help in the UAE there is a minimum basic wage requirement of Dhs.6,000 per month.

Salary Deductions

The redemption of the amounts paid to the worker in excess of his entitlements, provided that the amount deducted does not exceed **(20%) twenty percent** of the wage.

If there are many reasons for deduction or withholding from the wage, in all cases the percentage of deduction and/or withholding may not **exceed (50%) fifty percent** of the wage.

Any deduction from the worker due to violations he commits, according to the regulation of penalties in force at the establishment and approved by the Ministry, provided that they shall not exceed **(5%) five percent** of the wage;

Amounts necessary to rectify the damage caused by the worker, as a result of his mistake or violation of the employer's instructions, such deductions shall not exceed the **wage of (5) five days** per month.

Leaves

Types of Leave

- Annual
- Sick
- Maternity
- Unpaid
- Haj Leave
- Others

Article 29-Annual Leave

For every year of service, an employee is entitled to annual leave of not less than the following:

Without prejudice to the worker's acquired rights for the period preceding the date of enforcement of the provisions of this Decree-Law, the worker shall be entitled to an annual leave with full wage, of not less than:

- **Thirty days** for each year of extended service;
- **Two days** for each month if his service term is **more than six months** and less than a year.

KEY POINTS FOR REFERENCE

- The employer may agree to grant the worker a leave from his annual leave balance during the probationary period.
- Carry over of unused leave is subject to employer approval.
- Employee must enjoy leave in its year of entitlement.
- The employer shall notify the worker of the specified date for his leave within a sufficient time of not less than a month.
- The worker shall be entitled to the wage for the period of his annual leave.

Article-30 Maternity Leave

A female worker shall be entitled to a maternity leave of **(60) sixty days**, according to the following:

- The first **(45) forty-five days** with full wage; and
- The following **(15) fifteen days** with half wage;
- **45 days extension (without pay)** for pregnancy related sickness.
- **30 days of sick leave** with full pay starting after the end of the maternity leave period, if in case of Disability or sickness in child. And can be extended for another **30 days of sick leave** without full pay.

Nursing breaks	
2 breaks of half an hour each for a period of 18 months	1 or 2 breaks, not exceeding1 hour a day for a period of 6 months

Article 31-Sick Leave

- Full wage for the first 15 days.
- Half wage for the next 30 days.
- Any following period will be without a wage.

Article-32

Compassionate leave-	• 5 days in case of spouse • 3 days in case of parent, child, sibling, grandchild/grandparent
Study leave-	• More than 2 years of service may get 10 days of study leaves
Parental leave	• 5 working days

Article 33-Unpaid Leave

Maximum 30 days with employers approval and proper reasoning

Article (34)

Absence after the Leave

- The worker, who does not return directly to his work without a legitimate reason after the end of his leave, shall not be entitled to his wage for the absence period following the leave end.

Article (35)

Validity of Notice Period in case of Termination of the Contract during the Leave

- If either party to the employment contract wishes to terminate the contract in accordance with the provisions of this Decree-Law and its Implementing Regulation, while the worker is on leave, the validity of the notice period agreed upon in the employment contract shall not begin, except the day following the day scheduled for the worker's return from the leave, unless both parties agree otherwise

Safety & protection

Article 36-38

- Safety gears
- Display instructions
- First aid box per 100 employees
- Physicians every 6 months
- Hazardous (written instructions)
- Termination for alcohol @ work
- For distant locations transportation, residence, food, water, recreation, first aid

Article (37)

Compensation for Work Injuries and Occupational Diseases

- Bear the expenses of the worker's treatment until he recovers and is able to return to work or proves his disability, in accordance with the conditions, rules and procedures specified by the Implementing Regulation hereof.

- If the work injury or occupational disease prevents the worker from performing his work, the employer shall pay to the worker an amount equivalent of **his full wage throughout** the treatment period or for (6) six months, whichever is less. If the treatment period exceeds (6) six months, the worker shall obtain half wage for another (6) six months, or until the worker is cured or his disability or death is proven, whichever is earlier.

- If the work injury or occupational disease led to the death of the worker, his family shall be entitled to compensation equal to the basic wage of the worker for (24) twenty-four months, provided that the compensation amount is not less than (AED 18,000) eighteen thousand UAE Dirham and not more than (AED 200,000) two hundred thousand UAE Dirham.

Article (38)

Worker's Non-entitlement of Work Injury Compensation

- The worker deliberately caused injury to himself for any reason. The injury took place under the influence of alcohol, narcotics or other psychotropic substances.
- The injury took place under the influence of alcohol, narcotics or other psychotropic substances. The injury took place as a result of a deliberate violation of the declared preventive.
- The injury took place as a result of a deliberate violation of the declared preventive instructions at visible areas in the workplace, as defined by the Implementing Regulation hereof.The injury took place as a result of willful misconduct by the worker.
- The injury took place as a result of willful misconduct by the worker.The worker refused, without a serious reason, to be examined or follow the treatment specified by the medical entity.
- The worker refused, without a serious reason, to be examined or follow the treatment specified by the medical entity.

Disciplinary / Performance Issues

Article (39)

The employer or his representative may impose to the worker who violates the provisions of this Decree-Law, its Implementing Regulation and resolutions issued for its implementation, any of the following penalties:

- Written notice.(verbal warning)
- Written warning, (1st Warning, 2nd Warning, & 3rd Warning)
- Deduction of not less than (5) five days per month from the wage;
- Suspension from work for a period not exceeding (14) fourteen days and non-payment of wage for the suspension days;
- Deprivation from the periodic bonus for a period not exceeding one year,
- Deprivation of promotion for a period not exceeding two years;
- Termination of service while preserving the worker's right of end of service benefits

Article-40

Changes in suspension

- Suspended employees shall get half salaries
- Max. suspension-30 days

Article-40

The employer may temporarily suspend the worker from work when he is accused of committing **a crime of assault on oneself, money, or crimes related to breach of honor or trust** until a final judgment is issued by the competent judicial authority. His wage shall be suspended for the suspension period. If a judgment is issued **for not putting the worker on trial**, he was acquitted for absence of felony or the **investigation concluded keeping the case due to** lack of evidence, **he shall be returned to work, along with paying his full suspended wage**.

Employment Contract

The information required by law to be specified in an employment contract is the following:

- Wages/remuneration payable.
- Date of the employment contract.
- Date of commencement of the employment contract.
- Nature of the contract (limited or unlimited).
- Nature of the work.
- Duration of the contract (for fixed term contracts).
- The location of employment.
- Others (Notice period, training cost, competitions aspect etc.)

The Labor office at the Ministry maintains standard employment contracts in Arabic and English, where the employer and the employee need only fill in the blanks. It is however not compulsory for the parties to use or file these contracts at the Ministry and may instead draft and lodge their own employment contracts at the Ministry providing they do not contain provisions which are contrary to the Law and are in the Arabic language.

Limited/ Fixed Term Contract

- It has a commencement and completion date.
- Its term cannot be in excess of a period of 3 years. It can, however, be renewed through mutual consent, express or implied for a similar or lesser period.
- The employment will terminate at the end of the contract period, unless renewed by mutual consent.
- If the employer or employee terminates the contract for reasons other than those specified in Article 44 of the Law he will be liable to pay compensation to the employee. This compensation is determined on the basis of the wages due for a period of three months or for the remaining period of the contract, whichever is less, unless an article in the contract states otherwise.

Article-43 & 47- Contract termination

Contractual work	• Contractual notice can not exceed 3 months
Article 120 replaced by Article 44	• Employees are paid gratuity

Immediate Termination – By Employer

If the employee adopts a false identity or nationality or if he submits

forged documents or certificates.

If the employee is appointed under a probationary period and dismissal occurred during or at the end of said period.

If he commits an error causing substantial material loss to the employer provided that the latter advises the Labor department of the incident within 48 hours from having knowledge of the same.

If the employee violates instructions concerning the safety of the place of business provided that such instructions are displayed in writing at conspicuous places and in case of an illiterate employee the latter be informed verbally of the same.

Immediate Termination – By Employer

If he divulges any secrets of the establishment where he is employed.

If he is awarded final judgement by the competent court in respect of an offence prejudicing honour, honesty or public morals.

If during working hours he is found drunk or under the influence of drug.

If in the course of his work he commits an assault on the employer, the manager or any of his colleagues.

If he absents himself without lawful excuse for more that twenty intermittent days or for more than seven successive day during one year.

Immediate Termination – By Employee

An employee may terminate his contract of employment without notice in either of the following cases (as per Article 45 of the Law):

- ✓ The employer's breach of his obligations towards the worker stipulated in the contract, this Decree-Law or the resolutions issued for its implementation, **provided that the worker notifies the Ministry fourteen (14) working days before the date of quitting work and without the employer's rectification and removal** of the effects resulting from this breach despite being notified by the Ministry of the same.

- ✓ has been proven that the employer or its legal representative assaulted the worker, committed violence or harassment against him at work, provided that he informs the competent authorities and the Ministry within (5) five working days from the date on which he was able to report.

- ✓ If there is a grave danger at the workplace that threatens the worker's safety or health, provided that the employer is aware of its existence and does not take any actions that indicate its removal.

- ✓ The employer instructs the worker to perform a work fundamentally different from the work agreed upon in the employment contract, without obtaining the worker's written consent on the same, except for the necessity cases as per the provisions of Article(12) hereof.

Article-46

Termination of Service for Lack of Health Fitness

- The employer may not terminate the worker's service due to his lack of health fitness before using the legally accrued leaves. Each agreement to the contrary shall be null and void, even if it is concluded prior to the enforcement of the provisions hereof.

Article-47

Illegitimate Termination of the Worker's Service

- The termination of the worker's service by the employer is unlawful if the termination of the worker's service is due to filing a serious complaint to the Ministry or filing a lawsuit against the employer, whose validity is proven.
- The amount of compensation shall be defined by taking into account the work type and the amount of damage caused to the worker and his service term. It is required in all cases that the amount of compensation does not exceed the worker's wage for a period of (3) three months, calculated according to the last wage he was obtaining.

Article 51-End of Service

EOS	• Gratuity • Leave Salary • Annual Air fare – One way
Gratuity Calculations	• Limited

Article-51 & 52

WORKX learning

Gratuity

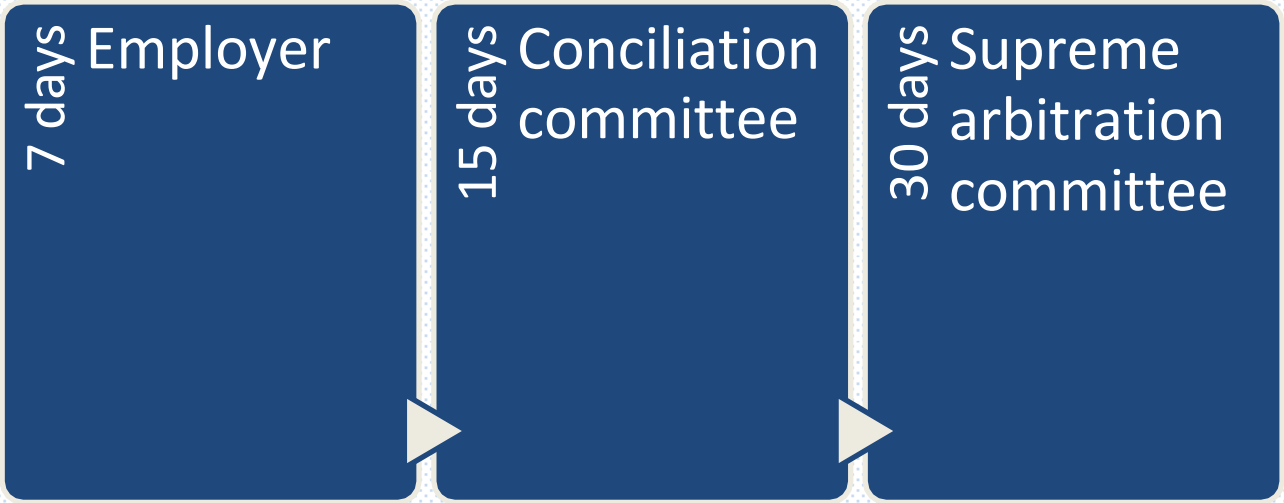
- Under one year-nil
- 1-5 years- 21 days
- Post 5 years- 30 days
- Gratuity calculation on the basic
- Gratuity to be calculated on the working days (260-5days)

Article-53

The employer shall pay to the worker, **within (14) fourteen days from the end date of the contract term**, his wages and all his other entitlements stipulated herein, and resolutions issued for its implementation, the contract or the establishment's by-laws.

Article 54- 64

labor disputes & Penalties



Labor Inspection

Labor Inspectors role:

- Supervise compliance
- Provide technical information to employer or employee
- Notify competent authority
- Authority:
- Can enter premises during working hrs (day/night)
- Carry out investigation
- Interrogate workers
- Ask for copies of records/information
- Take samples for health & safety
- Notices & announcements are displayed
- Draws monthly & annual inspection reports

Retirement and Pensions

UAE nationals employed in both public and private sectors are eligible for retirement pensions after fulfilling the eligibility conditions set by Abu Dhabi Retirement Pensions and Benefits Fund. You can find more details about the eligibility for retirement pension on the ADRPBF website.

Employers are responsible for registering UAE National employees with ADRPBF within 10 days of the date that the employee commenced work.

Contributions

The total contribution amount is 26 percent and contributions are deducted from the salary according to the specified rates of each party as follows:

From the employee - 5 percent

From the employer - 15 percent

From Government - 6 percent

The employer is responsible for collecting employee contributions to be provided to the Fund. The Government pays its contribution directly to the Fund.

Final Provision & other Articles.

- Article 65- Final Provisions.
- Article 66- Approved Languages.
- Article 67- Calculation of periods & Dates.
- Article 68- Adjustment of Situations.
- Article 69- Grievance against the Ministry's Resolution.
- Article 70- Powers of Cabinet.
- Article 71- The Ministry's Powers.
- Article 72- Implementing Regulations.
- Article 73- Abrogation
- Article 74- Publication and enforcement of the Decree law.

FAQs

- http://www.mohre.gov.ae/en/faq.aspx

Thank you!