



UAE & DFIC

Decent Work Check 2021

Iftikhar Ahmad

WageIndicator Foundation - www.wageindicator.org

WageIndicator started in 2001 to contribute to a more transparent labour market for workers and employers by publishing easily accessible information on a website. It collects, compares and shares labour market information through online and face-to-face surveys and desk research. It publishes the collected information on national websites, thereby serving as an online library for wage information, labour law, and career advice, both for workers/employees and employers. The WageIndicator websites and related communication activities reach out to millions of people on a monthly basis. The WageIndicator concept is owned by the independent, non-profit WageIndicator Foundation, established in 2003. The Foundation has offices in Amsterdam (HQ), Ahmedabad, Bratislava, Buenos Aires, Cape Town, Islamabad and Venice.

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INTRODUCTION

Decent Work is the type of work for which all of us aspire. It is done under conditions where people are gainfully employed (and there exist adequate income and employment opportunities); social protection system (labour protection and social security) is fully developed and accessible to all; social dialogue and tripartism are promoted and encouraged; and rights at work, as specified in ILO Declaration on Fundamental principles and Rights at Work and Core ILO Conventions, are practiced, promoted and respected.

WageIndicator Foundation has been working, since late 2007, to raise awareness on workplace rights through a unique tool, i.e., **Decent Work Check**. The Decent Work Check considers different work aspects, which are deemed important in attaining "decent work". The work makes the rather abstract Conventions and legal texts tangible and measurable in practice.

The Decent Work Check employs a double comparison system. It first compares national laws with international labour standards and gives a score to the national regulations (happy or sad face). If national regulations in a country are not consistent with ILO conventions, it receives a sad face and its score decreases (and vice versa). It then allows workers to compare their on-ground situation with national regulations. Workers can compare their own score with national score and see whether their working conditions are consistent with national and international labour standards. The Check is based on de jure labour provisions, as found in the labour legislation.

Decent Work Check is useful both for employees and employers. It gives them knowledge, which is the first step towards any improvement. It informs employees of their rights at the workplace while simultaneously enlightening employers about their obligations. Decent Work Check is also useful for researchers, labour rights organizations conducting surveys on the situation of rights at work and general public wanting to know more about the world of work. WageIndicator teams, around the world, have found out that workers, small employers and even labour inspectors are not, sometimes, fully aware of the labour law. When you are informed - being a workers, self-employed, employee, employer, policy maker, labour inspector - there is a greater possibility that you ask for your rights (as a worker), you comply with rules (as an employer) and you strive to enforce these (as a labour inspector).

The work is relevant to the challenges posed to the future of work especially the effective enforcement of legislation in financially constrained states, rise of precarious employment and measuring the impact of regulatory regimes.

Currently, there are more than 100 countries for which a Decent Work Check is available [here](#). During 2021, the team aims to include at least 10 more countries, thus taking the number of countries with a Decent Work Check to 115!

Major Legislation on Employment and Labour

1. Constitution of the United Arab Emirates 1971
2. UAE Labour Law (No. 8 of 1980)
3. Ministerial Decree concerning the protection of wages (No. 739 of 2016)
4. Cabinet of Ministers Resolution to Amend some Provisions of Cabinet of Ministers Resolution No. 27 of 2010 Regarding Fees and Fines on Services Provided by the Ministry of Labour (No. 10 of 2012)
5. DIFC Employment Law No. 2 of 2019
6. Ministerial Resolution on defining works that are hazardous or in which it is permissible to reduce the legally decided working hours (No. 4/1 of 1981)
7. Ministerial Decree on Standard Employment Contracts (No. 764 of 2015)
8. Ministerial Decree on the termination of employment contract (No. 765 of 2015)
9. Ministerial Decree on Granting a New Work Permit (No. 766 of 2015)
10. Federal Law for pension and Social Security (No. 7 of 1999)
11. Penal Code 1987
12. Ministerial Resolution on defining work that is hazardous, tiresome, or harmful to health or morals, and where women should not be employed therein (No. 6/1 of 1981)
13. Ministerial Resolution defines works that are hazardous, arduous or harmful to the health of minors and thus are prohibited (No. 5/1 for 1981)
14. Federal Law No. 2 of 2015 on Combating Discrimination and Hatred

01/13 WORK & WAGES

ILO Conventions

Minimum wage: Convention 131 (1970)

Regular pay & wage protection: Conventions 95 (1949) and 117(1962)

UAE has not ratified any of the above Conventions.

Summary of Provisions under ILO Conventions

The minimum wage must cover the living expenses of the employee and his/her family members. Moreover, it must relate reasonably to the general level of wages earned and the living standard of other social groups. Wages must be paid regularly on a daily, weekly, fortnightly or monthly basis.

Regulations on work and wages:

- UAE Labour Law (No. 8 of 1980)
- Ministerial Decree concerning the protection of wages (No. 739 of 2016)
- Cabinet of Ministers Resolution to Amend some Provisions of Cabinet of Ministers Resolution No. 27 of 2010 Regarding Fees and Fines on Services Provided by the Ministry of Labour (No. 10 of 2012)
- DIFC Employment Law No. 2 of 2019

Minimum Wage

In accordance with the Labour Law, remuneration or wage include all the payments made to the worker on a yearly, monthly, weekly, daily, piece work, or production, or commission basis, in return for the work he performs under the contract of employment, whether such payments are made in cash or in kind. Basic remuneration is the pay provided for in the employment contract during its validity between both parties. Allowances whatsoever are not included in this remuneration.

The minimum pay should be enough for the employee's basic needs and to secure means of living. It is issued by a Federal Decree in accordance with the proposal made by the Minister of Labour and Social Affairs and approved by the Council of Ministers. The minimum wage and cost-of-living index is determined either in general or for a particular area or a particular profession.

Source: § 1, 60-64 of the UAE Labour Law (No. 8 of 1980)

For detailed information on current minimum wage rates, please refer to the section on minimum wages.

Regular Pay

Federal Law

Remuneration is in cash or in kind, given to the employee on annually, monthly, weekly, daily, hourly basis, or by piece-meal or pro rata to the production or as a commission in consideration of his services under the employment contract.

The remuneration includes the cost of living allowance, and any benefit given to the employee in reward for his honesty or efficiency, provided always that these amounts are prescribed in the Company bylaws or in the employment contract, or normally practiced or granted to the employees, until they have been regarded by these as an integral part of the remuneration rather than a donation.

Employees employed on yearly or monthly bases are paid on monthly basis and all the other employees are paid fortnightly. Remunerations are paid in national currency (UAE Dirham) on working day at the work place. Employer is not authorized to transfer the employee from the monthly pay to the daily, weekly, hourly or piece work pay

The text in this document was last updated in November 2021. For the most recent and updated text on Employment & Labour Legislation in UAE & DFIC in Arabic, please refer to: <https://rawateb.org/uae>

without the employee's consent. It is not necessary to provide pay slips by the employer.

Effective from October 2016, companies employing more than 100 workers must pay wages within 10 days of its due date. In case they fail, the ministry will stop granting them any additional work permits starting from the 16th day from the date of delay. If the delay continues for one month, this means the company has entered into the refrainment phase, the ministry shall inform the judicial authorities and other related parties to take all necessary punitive measures against it. If an employer fails to pay wages for 60 days from the due date, then administrative fines follow. The administrative fines are Dh5,000 per worker's delayed wage, up to a maximum of Dh50,000 in cases of multiple workers complaining about delayed wages for 60 days or more.

Employer must not make it compulsory for the worker to buy food or any other item from specific shops or products manufactured by the employer.

Employer may deduct from the employee's remuneration in certain cases provided by the law. Employees consent is not required in these cases. These cases include Repayment of advances or amounts of money (must not exceed 10% of employee's periodic salary), social security and insurance scheme contributions, subscription to a saving fund, fines imposed on the employee and debts. If an employee has caused loss to the employer's tools, machines or equipment, employer may deduct five days' worth of wages from employee's monthly wages. Sources: §55-62 of the UAE Labour Law (No. 8 of 1980); Ministerial Decree concerning the protection of wages (No. 739 of 2016); Cabinet of Ministers Resolution to Amend some Provisions of Cabinet of Ministers Resolution No. 27 of 2010 Regarding Fees and Fines on Services Provided by the Ministry of Labour (No. 10 of 2012)

Dubai International Financial Centre

The labour law differentiates between the "wage" and the "basic wage". According to the law wages means all payments made to an employee in return for work done or services provided under the contract of employment. The law defines basic wages as the employee's wage excluding any portion of an employee's wage received in-kind or as allowance for housing, travel, currency exchange (cashier), children's education, social and entertainment or any other type of allowance, bonus or commission payment, or overtime pay. The basic wage is calculated by taking into consideration the total number of calendar days in a year.

Employers are obliged to pay wages in a pay period, including vacation pay, at least once a month. Pay period means the hourly, daily, weekly, monthly or yearly period, where employees are paid by the hour, day, week, month or year; or the employees applicable pay period if an employee is paid on a flat rate, piece rate, commission or other incentive basis. Whether the wage period is one week or one month, wages must be paid within seven days of completion of wage payment period.

Pay slips are required under the law, providing the amount of gross wage paid, the amounts of any variable and any fixed deductions made from the wage and the purposes of the deduction. Employer can also provide the electronic access to the pay statement and the workers can take its print.

Employer does not provide the pay statement to the employees with fixed term employment contract of less than 30 days. There is no legal provision regarding method of payment and currency used.

Employer has no right to deduct any amount from the worker's wage without employees' consent or otherwise specified by the law.

On termination of the employment, employer must pay wages and all the other amounts within fourteen days. If employer fails to do so, he/she is liable to pay the penalty equivalent to the last daily wage for each day the employer is in arrears. Employment law prohibits employers from recovering any recruitment costs. There are certain exceptions to this rule, for example if the employment contract is terminated within 6 months of its commencement.

Source: §15-21 of the DIFC Employment Law No. 2 of 2019

02/13 COMPENSATION

ILO Conventions

Compensation overtime: Convention 01 (1919)

Night work: Convention 171 (1990)

UAE has ratified the Convention 01 only.

Summary of Provisions under ILO Conventions

Working overtime is to be avoided. Whenever it is unavoidable, extra compensation is at stake - minimally the basic hourly wage plus all additional benefits you are entitled to. In accordance with ILO Convention 1, overtime pay rate should not be less than one and a quarter times (125%) the regular rate.

Night work means all work which is performed during a period of not less than seven (07) consecutive hours, including the interval from midnight to 5 a.m. A night worker is a worker whose work requires performance of a substantial number of hours of night work which exceeds a specified limit (at least 3 hours). Convention 171 requires that night workers be compensated with reduced working time or higher pay or similar benefits. Similar provisions are found in the Night Work Recommendation No. 178 of 1990.

If a worker has to work on a national/religious holiday or a weekly rest day, he/she should be entitled to compensation. Not necessarily in the same week, provided that the right to a paid compensation is not.

If a worker has to work during the weekend, he/she should thereby acquire the right to a rest period of 24 uninterrupted hours instead. Not necessarily in the weekend, but at least in the course of the following week. Similarly, if a worker has to work on a public holiday, he/she must be given a compensatory holiday. A higher rate of pay for working on a public holiday or a weekly rest day does not take away the right to a holiday/ rest.

Regulations on compensation:

- UAE Labour Law (No. 8 of 1980)
- Ministerial Resolution on defining works that are hazardous or in which it is permissible to reduce the legally decided working hours (No. 4/1 of 1981)
- DIFC Employment Law No. 2 of 2019

Overtime Compensation

Working hours are all those hours during which the worker is at the disposal of the employer. However, it excludes the rest breaks during which worker are not at the disposal of employer. The general working hours are 8 hours a day and 48 hours a week. In certain sectors like commercial establishments, hotels, restaurants, watchmen and similar operations, where there is exceptional overload, the daily working hours may be increased up to 9 hours per day. In the month of Ramadan, the working hours reduce by 2 hours per day. Changes in working hours are regulated by Minister of Labour and Social Affairs. Rest breaks and travelling time to and from the residence are not included in the working hours.

Working hours for juveniles are six hours per day with the rest break of one hour for meal and prayers. Juveniles must not work continuously for more than four hours and must not remain over seven hours at workplace. The working hours can be reduced to seven hours a day for many industries which include: Oil refining, cement manufacturing, working at mines and quarries, manufacturing of glue and glass, and sugar production.

Overtime is the work which is performed beyond daily and weekly limits of normal hours of work. Overtime work may not be performed for more than two hours per day except in certain cases like prevention of substantial loss or serious accident or to eliminate or alleviate its effects.

Worker is paid a premium rate for overtime hours. For financial compensation, worker is paid 125% of the normal wage rate for overtime hours (the premium is only 25%). For overtime work at night between 21:00 and 04:00, workers are paid 150% of the normal wage (the premium is only 50%).

Sources: §65-68 of the UAE Labour Law (No. 8 of 1980); Ministerial Resolution on defining works that are hazardous or in which it is permissible to reduce the legally decided working hours (No. 4/1 of 1981)

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There is no statutory provision regarding normal working hours. Maximum working hours provided by the law are forty-eight hours per week. Employer may not exceed maximum working hours without prior consent of the worker. Employer must not require or allow excessive working hours or hours hazardous to the health and safety of

the worker. DIFC law also has detailed provisions on part-time employment (workers working less than 8 hours per day).

During the holy month of Ramadan, maximum working hours for fasting Muslim employees are six hours per day without any reduction in wages. Workers' wages cannot be reduced due to reduction in working hours.

There is no statutory provision regarding overtime pay.

Source: §17 and 21-23 of the DIFC Employment Law No. 2 of 2019

Night Work Compensation

The Labour Law defines night work with respect to juvenile, women workers and with regard to overtime compensation. For juvenile workers, Labour Law defines night as "a period of not less than twelve consecutive hours including the period from 20:00 to 06:00". For women workers, "night" means a period of not less than eleven consecutive hours including the period from 22:00 to 07:00.

It is prohibited to employ women and juveniles at night time. Women can only work in certain circumstances where the work in the establishment is stopped due to force majeure or they work in responsible managerial and technical jobs or if they work in medical and other services as may be decided by the Minister of Labour and Social Affairs if the working woman does not normally carry out a manual job.

The Labour Law does not recommend reduction of working hours or premium compensation for night workers.

Sources: §23 & 27 of the UAE Labour Law (No. 8 of 1980)

Dubai International Financial Centre

No provision could be located in law regarding night workers and their working hours.

Compensatory Holidays / Rest Days

Friday is a weekly rest day for all the employees except for the ones working on daily wages.

If a worker is required by his employer to work during a period which otherwise is rest period (weekly rest), employer is obliged to ensure that the worker is allowed such compensatory rest that is reasonably considered equivalent to the rest period provided under the law. If, due to some objective reasons, it is not possible to grant such a period of rest, employer has to provide them with normal wage with allowance of 50% per hour of work on Friday. Employees must not work consecutively for two successive Fridays.

These provisions do not apply on employees working on daily wages and senior/managerial employees.

For work performed on a public holiday, worker is paid a premium rate of 50% of the normal wage rate for every hour worked on a public holiday or a compensatory rest day with full pay

Sources: §70-72 & 81 of the UAE Labour Law (No. 8 of 1980)

Dubai International Financial Centre

In extraordinary circumstances, workers may perform work on weekly rest days and public holidays. In the case of work on weekly rest day, no provision could be located in the law requiring compensatory day-off or premium pay. If a worker is engaged on a public holiday, the DIFC Employment Law requires a compensatory day-off or a payment in lieu thereof or a pro-rated amount relating to the period of time worked, as decided in mutual agreement between the employer and the employee.

Source: §32 of the DIFC Employment Law No. 2 of 2019

Weekend / Public Holiday Work Compensation

If a worker works on a weekly rest day (Friday), he is entitled to a premium rate of 50% for every hour worked on Friday (150% of the normal wage), in case the compensatory rest day with full pay is not provided. For work performed on a public holiday, worker is paid a premium rate of 50% of the normal wage rate for every hour worked on a public holiday or a compensatory rest day with full pay.

Sources: §70 & 81 of the UAE Labour Law (No. 8 of 1980)

Dubai International Financial Centre

Workers may be required to work on weekly rest days and public holidays. In such circumstances when employee has to work on public holidays, employee is entitled to a payment in lieu or a pro-rata amount as decided in the mutual agreement between the employer and the employee. Law has no provision regarding premium compensation for working on weekly rest day.

Source: §32 of the DIFC Employment Law No. 2 of 2019

03/13 ANNUAL LEAVE & HOLIDAYS

ILO Conventions

Convention 132 (1970) on Holidays with Pay Convention Conventions 14 (1921), 47 (1935) and 106 (1957) for weekly rest days. In addition, for several industries, different Conventions apply.

UAE has not ratified the Conventions 14, 47, 106 & 132.

Summary of Provisions under ILO Conventions

An employee is entitled to at least 21 consecutive days of paid annual leave. National and religious holidays are not included. Collective agreements must provide at least one day of annual leave on full remuneration for every 17 days on which the employee worked or was entitled to be paid.

A worker should be entitled to paid leave during national and officially recognized public holidays.

Workers should enjoy a rest period of at least twenty-four consecutive hours in every 7-day period, i.e., a week.

Regulations on annual leave and holidays:

- UAE Labour Law (No. 8 of 1980)
- DIFC Employment Law No. 2 of 2019

Paid Vacation / Annual Leave

Employees are entitled to annual leave after completion of six month of service. The annual leave is granted at the rate of two and a half days per month (30 calendar days or 26 working days) after one year of service. If the length of service is more than six months but less than one year, the leave is granted at the rate of two days per month.

Employer may decide the dates of annual leave at its discretion and may divide the annual leave into two parts at most. Splitting of annual leave is not allowed in the case of juvenile workers. If annual leave is not taken in the year of its entitlement, it is automatically carried over to the next year.

On the termination of the employment, employees are entitled to payment in lieu of annual leave not availed. Employee must not terminate the employee during annual leave except in cases specified by the law.

During annual leaves, employee receives basic pay along with house allowance. If employee has to work in whole or in parts during annual leaves, employer must pay basic pay along with the compensation of work done during leaves. This compensation depends on his basic pay. Employer is required to pay remuneration due to an employee plus annual leave pay in full before the worker's departure on annual leave.

In Article 13, domestic worker has right to have thirty days paid leave per year. If the service duration was more six and less than a year, then worker will be entitled to a two day leave per month. The employer can predefine the annual leave date and when it is necessary divide it into two period. If worker works during his leave duration and was not deferred to the next month then employer has to compensate worker with his daily basic wag multiply by number of days. Legal holidays or if worker fell sick during annual leave shall not be merged into it. Worker has right to accrue all his pending leave of more than two years at the time of renewal of contract or take all the leaves at once. Employer shall have to pay the round-trip ticket fee to and from workers home every two years or pay the cost of tickets if worker refuse to forego leave. If worker's contract terminated without availing annual leaves due employer necessary working conditions then worker is entitled to receive cost equivalent to his wage.

Source: §75-80 of the UAE Labour Law (No. 8 of 1980)

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A worker is entitled to at least 20 working days of annual leave with full salary. A worker must have worked for at least ninety days in order to qualify for annual leave. During the first year of employment, the worker acquires annual leave entitlement, at

the rate of one-twelfth of the 20-day entitlement per month, pro rata to the length of their service (the leave entitlement is 10 days for 6 months of service).

Workers are entitled to take annual leave in periods of one or more week. Thus, splitting of annual leave is allowed however the minimum period is one week. To avail annual leave, worker must inform the employer, in written, seven days prior to the days on which leave is to be taken. Similarly, the employer who wants the worker to take his/her annual leaves, must inform the worker seven days in advance in writing.

Worker can carry forward their untaken annual leave (maximum of five days) to the next calendar year for a maximum of twelve months, after which the unused leave expires. Annual leaves are exclusive of public holidays.

Compensation in lieu of annual leave (vacation) is prohibited except in case of termination of contract. Workers are paid in lieu of annual leave on termination of the employment contract or by mutual agreement with the employer. On termination of the employment, worker is paid for the accrued but untaken annual leave. If the worker has taken annual leave more than the accrued leaves on termination, he/she must repay the employer the corresponding sum.

Compensation in lieu of annual leave is calculated by using the employee's daily wage applicable on the employee's last day of employment.

Source: §27-31 the DIFC Employment Law No. 2 of 2019

Pay on Public Holidays

United Arab Emirates has ten public holidays of both religious and memorial nature. The Public Holidays are 11 in number are as follows: Hijri New Year's Day, Gregorian New Year's Day (January 01), Eid ul Fitr/Feast of the Breaking of Fast (two days), Hajj (Pilgrimage) Eid ul Adha/Feast of Sacrifice (three days), Birthday of the Prophet (P.B.U.H.)/Miald un Nabi (one day), Martyrs Day/Commemoration Day (November 30), National Day (December 02) and the Prophet's Ascension Day/ Lailat Al Miraj.

Public holidays in United Arab Emirates are paid holidays. If a public holiday falls on a Friday, one additional compensatory leave day is granted to the worker. If compensatory day is not possible, the employer is required pay an increase to worker's basic wage (150% of the normal wage rate).

If the public holiday falls during annual leaves of the employee, there is no statutory requirement to provide an additional leave.

Sources: §74 & 81 of the UAE Labour Law (No. 8 of 1980)

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Public holidays in DIFC are same as there in United Arab Emirates. Public holidays are paid. Workers may be given a day off in lieu or a payment in lieu or a pro-rated amount relating to the period of time worked (on a public holiday) on mutual agreement between the employer and the worker.

Source: §32 of the DIFC Employment Law No. 2 of 2019

Weekly Rest Days

Friday is the weekly rest day for the employees (24 hours of rest). If a worker is employed on weekly rest day, employer has to provide compensatory rest or premium pay.

Sources: §70 of the UAE Labour Law (No. 8 of 1980)

Dubai International Financial Centre

Workers are granted an uninterrupted rest period of twenty-four hours weekly. Daily rest period is eleven consecutive hours per day. The daily rest and prayer breaks are of at least one-hour duration.

Source: §24-26 of the DIFC Employment Law No. 2 of 2019

04/13 EMPLOYMENT SECURITY

ILO Conventions

Convention 158 (1982) on employment termination

UAE has not ratified the Convention 158.

Summary of Provisions under ILO Convention

The questions under this section measure the security or even flexibility or precariousness of an employment relationship. Although these are not clearly mentioned in a single convention (severance pay and notice requirement are provided in the Termination of Employment Convention No. 158) however, the best practices in the field require that employees be provided with a written contract of employment; workers on fixed term contracts should not be hired for tasks of permanent nature; a reasonable probation period (ideally lower than or equal to 6 months) may be followed to assess the suitability of an employee; a period of notice must be specified in an employment contract before severing the employment relationship; and workers be paid severance allowance on termination of employment relationship.

A contract of employment may be oral or written however workers should be provided with a written statement of employment at the start of their employment.

Fixed Term Contract workers must not be hired for permanent tasks as it leads to precarious employment.

A reasonable probation period must be allowed to let a worker learn new skills. A newly hired employee may be fired during probation period without any negative consequences.

A reasonable notice period, depending on the length of service of an employee, may be required before an employer may sever the employment relationship.

Employers may be required to pay a severance allowance on termination of employment (due to redundancy or any other reason except for lack of capacity or misconduct).

Regulations on employment security:

- UAE Labour Law (No. 8 of 1980)
- Ministerial Decree on Standard Employment Contracts (No. 764 of 2015)
- Ministerial Decree on the termination of employment contract (No. 765 of 2015)
- Ministerial Decree on Granting a New Work Permit (No. 766 of 2015)

Written Employment Particulars

Employment contract is an agreement, whether for a limited or for an unlimited period, concluded between an employer and an employee under which the latter undertakes to work in the service of the employer and under his management or control against a remuneration payable to him by the employer.

An employment contract must be concluded in written form regardless of whether the contract of employment is for fixed term or indefinite term. A written employment contract must be drawn up and signed between the parties before commencement of employment. In absence of a written contract, all of its conditions may be proved by all legal means of evidence. The employment contract must be drawn up in two originals, one copy for each party. According to Ministerial Decree No. 764 of 2015, employment contract must be made in accordance with the ministry-approved standards/format & it must be signed by the worker. Amendments cannot be made in any contract unless compliant with and approved by the Ministry of Labour & Social Affairs. Employers are now obliged to make a standard employment contract that must be clear and contain all the necessary details.

The new Decree, applicable from 01 January 2016, is applicable to the new employees and employees who are renewing their contracts. The offer letter must be in the format provided and approved by the Ministry of Labour. The offer letter must also be registered with the Ministry of Labour. Once the employee is ready to join the company, the offer letter would also serve as a labour contract.

The Decree prohibits addition of new clauses may to the Standard Employment Contract unless they are consistent and compliant with the Ministry's legal requirements, do not conflict with other clauses of the Standard Contract and are approved by the Ministry.

A contract of employment must state the following information: date of its conclusion, date of commencement of employment; nature and place of work; duration of the contract (in the case of fixed term contracts) and the amount of the remuneration.

If the employment contract is not written or if the employment continues after the end of the fixed time period or if the job is of permanent nature, the employment contract is considered to be of indefinite period.

The Federal Law no. (10) of 2017 in Article (15) on Domestic workers has defined it as the service rendered by the worker to the employer of his/her family at the work place

in accordance with the provision of this law. Employers should mention following obligations in the domestic workers contract:

1. Ensure all the necessary requirements for the performance by the workers agreed upon the work. Desist workers to work for third party, from receiving any amount from third party, and requiring worker to perform task without his full consent or any other task or obligations which is not covered in law.
2. Employer should provide decent accommodation, daily meals, necessary work attire, pay medical treatment cost according to the health care system of UAE and pay the due compensation if work related injury occurs, treat worker decently and if worker decease while in service then employer has pay full month wage and other outstanding balance to his/her heirs.
3. Employers are not allowed to retain workers personal possession like personal identification documents.

Sources: §1, 35, 36 & 39 of the UAE Labour Law (No. 8 of 1980); Ministerial Decree No. 764 of 2015 on Standard Employment Contracts

Dubai International Financial Centre

An employment contract must be concluded in writing and given to the worker within seven days of the commencement of employment. The employment contract must include the names of the employer and employee; the commencement date of employment; the remuneration and pay period; terms and conditions relating to hours or days of work, annual leave and annual leave pay, public holidays and public holiday pay, sick leave and pay; notice periods for contract termination by the employer and employee; the job title or a description of the work; the place of work; any applicable disciplinary/grievance procedures; and the duration or end date of employment (in the case of a fixed-term contract).

Employer must vividly inform the worker about terms and conditions that are subject to change, time to time, on employers' discretion. Employer may inform the employee about the amendments in a form of written notice.

It is forbidden for a foreign worker to work in DIFC unless they have a valid residence visa and work permit for employment anywhere in UAE. The residence visa and work permit are granted to a foreign national on passing the obligatory medical test which are sponsored by the local UAE employer. The residence visa and work permit are valid up to three years. Employers bear the costs of residency visas and work permits for their workers.

The visa and work permit are limited to a specific employer, and get cancelled on termination of employment. Any new employer is required to apply for a new residency visa and work permit for the worker. If the worker is unable to secure new employment within one month of cancellation of his or her residency visa, following termination of his or her employment, the worker must leave the UAE.

For workers working in DIFC, employers must obtain and maintain, at their own cost, the requisite sponsorship documentation (including UAE and DIFC identity documentation), visas, authorisations, licenses, permits and approvals as may be required from time to time by Federal Law, Dubai Law, a Competent Authority or a Personnel Sponsorship Agreement, to enable the Employee to work lawfully for the Employer in the DIFC. Employers are liable to fine in the case of contravention to above requirements.

Source: §14, 57,62 and 63 of the DIFC Employment Law No. 2 of 2019

Fixed Term Contracts

An employment contract may be concluded for a fixed term or indefinite term. There must be objective and material reasons for signing a fixed term contract. The maximum length of initial fixed term contract must not exceed four years. The fixed term contract may be renewed, on mutual agreement, once or many times for similar or shorter periods. Thus, the maximum length of fixed term contract including its renewals is not specified under the law. Labour Law seemingly does not prohibit fixed term contracts for tasks of permanent nature. A new Ministerial Decree No. 765 however sets the maximum length of a fixed term contract as two years.

Since renewed period is the extension of the original period, therefore it is added in calculation of the employee's total period of service.

In accordance with the Ministerial Decree No. 764 of 2015, terms and conditions of the contract cannot be altered or substituted unless approved by the Ministry.

A new Ministerial Decree (No. 766 of 2015) regulates the granting or renewal of work permits for workers. A new work permit may be granted to a worker upon the termination of the said worker's employment. In the event of fixed term contract, a work permit can be granted and worker can join new company in the following cases:

- a) expiry of a fixed term contract;
- b) Mutual agreement between the parties to terminate the fixed term contract provided that worker had completed at least 6 months. The six-month condition is not applicable to the skill levels (1, 2, and 3);
- c) Employer initiated termination of employment contract provided that worker had completed at least 6 months; and
- d) Either party terminates the employment contract after renewal provided that the terminating party adheres to the notice period (1-3 months), adheres to contracts obligations, and compensate the other party in the amount of wages already agreed (not to exceed 3-month gross salary).

In the event of indefinite term contract, a work permit can be granted and worker can join new company in the following cases:

- a) Mutual agreement between the parties to terminate the contract provided that worker had completed at least 6 months. The six-month condition is not applicable to the skill levels (1, 2, and 3);
- b) Either party terminates the employment contract adhering to the notice period (1-3 months) provided that the workers has been employed for at least six months and six-month condition is not applicable to the skill levels (1, 2, and 3);
- c) Employer can initiate termination of employment contract provided that worker had completed at least 6 months

For definite and indefinite term contracts, a worker may be granted a new work permit, if a worker has failed in his legal and contractual obligations (non-payment of wages for 60 days or more); If a business closes and it is confirmed by labour inspection team that business entity has been inactive for more than two months and the worker has reported to the Ministry during this period; If the court rules in favour of employee that he has not been paid wages for 2 months or no compensation has been paid for arbitrary dismissal; or company has not paid employee benefits like end-of-service benefits.

A work permit received through falsified information becomes null and void once the facts are established by the Ministry in this regard.

In Article 26, 27,28 of Federal law No. (10) on Domestic Worker has elaborated the idea of end of service compensation that the employee who completes one year if service is entitled to receive end-of-service compensation. All unpaid absence days will be incorporated in the end-of-service compensation. The compensation shall be calculated on the basis of 14-days wages for each year of service. The worker is entitled to avail the last year compensation on pro rata basis. The has right to denied the end of service compensation if the contract has terminated due to unlawful discontinuance of work or workers act to terminate contract without due cause.

Sources: §38 of the UAE Labour Law (No. 8 of 1980); Ministerial Decree on Standard Employment Contracts (No. 764 of 2015); Ministerial Decree on Granting a New Work Permit (No. 766 of 2015)

Dubai International Financial Centre

DIFC Employment Law does not differentiate between the types of contract. Parties are free to conclude fixed term employment contract or indefinite term employment contract.

Source: §14(2)(i) of the DIFC Employment Law No. 2 of 2019

Probation Period

A fixed term employment contract or contract of indefinite term may provide for probationary or trial period clause. The purpose of trial period is to help an employer assess the professional skills of a newly hired employee for the tasks entrusted to him

and enabling an employee to determine whether the job suits him and meets his expectations.

The general maximum length of trial period for an indefinite term contract is 06 months. The probation cannot be extended or renewed. Employees may not serve more than one probation period for the same employer. Employment can be terminated without notice by the employer during probation. If employee completes the probation period successfully and continue the employment afterwards then that duration is also computed in the period of his service.

Sources: §37 of the UAE Labour Law (No. 8 of 1980)

Dubai International Financial Centre

While the earlier DIFC 2005 law had no provision on probation periods, the 2019 law limits the probation period to a maximum of 6 months. Employment contract can be terminated without serving any notice during the probationary period.

Source: §14(2)(l) and 62(6) of the DIFC Employment Law No. 2 of 2019

Notice Requirement

The employer can terminate the employment contract without notice in certain cases specified by the law. Otherwise, employer and employee can terminate the employment contract of indefinite period by providing a written notice of 30 days (one month) before the termination.

For the employees working on daily basis, the notice requirement is one week for employees who worked for more than 6 months but less than one year; 2 weeks for the employees who worked for at least one year; and one month for the employees who worked for at least 5 years.

During the notice period, employees are entitled to full pay and continue to perform his duties in the same manner. If the employer or the employee fails to provide notice, they have to pay compensation in lieu of notice to the other party, equal to the employee's pay for the notice period in full or in proportion to the remaining part. Compensation for the daily wages employee is calculated on the basis of the average daily pay and those working on monthly, weekly, daily or per hour work pay the notice allowance shall be computed on the basis of last pay earned by them.

An employment contract, irrespective of its term, ends de facto in the following cases:

- a) Employer failure in meeting contractual and legal obligations (non-payment of wages for a period exceeding 60 days, benefits etc.);
- b) Filing of a court complaint against an employer who failed to secure employment of the worker as a result of the shutting down of the employer's business. In this case, a report by Labour Inspection attesting to the fact that the business has been

inactive for a period exceeding two months must be obtained and the worker must have reported to the Ministry during this period;

- c) Filing of labour complaint in the court by the Ministry and a final ruling is obtained in favour of the worker stating that the worker is entitled to no less than two-month wages or to indemnification for arbitrary firing or early termination of a fixed-term contract, or any other benefits denied to him by the employer for no lawful reason or the including the end-of-service benefit.

Ministerial Decree 765 of 2015 outlines conditions under which a contract can be terminated for fixed term and non-term/indefinite contracts. A fixed term contract may be terminated in the following cases:

- 1) Contract is terminated automatically on expiry of its term (2 years) and where it is not renewed;
- 2) Mutual agreement between the parties to terminate the contract;
- 3) Either party terminates the contract while adhering to the following principles:
 - a) The contract terminating party informs the other party in writing of the intent to terminate the employment contract. The written notice period ranges between one to three months. If the contract did not specify the notice period, the notice duration is three months;
 - b) The contracting parties continue meeting their contractual obligations (of work and remuneration) during the notice period;
 - c) The contract terminating party compensates the other party with three months of gross wages

If either party does not comply with the legal steps or for no reason of non-compliance by other party, the contract terminating has to face legal consequences.

An employer may terminate the fixed term or indefinite term employment contract of a worker without notice in the following cases (article 120 of Labour Law):

- i. Adoption of a false identity or nationality or submission of forged documents or certificates;
- ii. Appointment under a probationary period and dismissal during or at the end of said period;
- iii. Committing an error causing substantial material loss to the employer provided that the employer informs the labour department of the incident within 48 hours from having knowledge of the same;
- iv. Violation of instructions concerning safety of the place of business provided that such instructions are displayed in writing at conspicuous places. The illiterate employees must be informed verbally of the same;
- v. Failure to perform basic duties under the contract of employment and persists in violating them despite formal investigation with him in this respect and warning him of dismissal if the same is repeated;
- vi. Reveals the enterprise's business secrets;
- vii. awarded final judgement by the competent court in respect of an offence prejudicing honour, honesty or public morals;
- viii. found intoxicated/drunk or under the influence of drugs during working hours;

- ix. assaults the employer, the manager or any of his colleagues during the course of his work;
- x. absents himself without lawful excuse for more than 20 intermittent days or for more than 7 consecutive days during one year

A worker may also terminate the employment contract without notice in the following cases:

- i. If the employer does not fulfil his obligations towards the employee as required under the labour law or employment contract; or
- ii. If the employer or his legal representative has assaulted the employee.

An indefinite term contract is terminated in the following cases:

- i. If both parties agree to termination;
- ii. Either party decides to terminate the employment contract while notifying the other party in writing and continues to honour the contractual duties during the notice period (ranging from 1 month to 3 months);
- iii. If either party does not comply with the legal conditions; and
- iv. Termination of employment in accordance with Article 120 of Labour Law.

Sources: §117-121 of the UAE Labour Law (No. 8 of 1980); Ministerial Decree on the termination of employment contract (No. 765 of 2015)

Dubai International Financial Centre

Employment can be terminated for any reason and at any time, provided that the required notice period is given. An employer or worker may terminate the worker's employment for cause in circumstances where the conduct of one-party warrants termination and where a reasonable employer or employee would have terminated the employment.

The employer and worker can agree on the notice period of any length in employment contract or they can also decide to dispense completely with the notice period. In the absence of mutual agreement and worker has been employed for at least a month, the statutory minimum notice period is applicable. Notice period is seven days for the worker with one to three months of continuous service, thirty days for more than three months to less than five years of continuous service, and 90 days for five or more years of continuous service. Both parties can mutually agree on payment in lieu of notice period from the other party.

The employer must provide the written statement of the reason for dismissal, on termination, to the worker with at least one year of continuous service.

Source: §62 of the DIFC Employment Law No. 2 of 2019

Severance Pay

Employees who are not entitled to pension have statutory entitlement to severance pay/ end of service benefit or gratuity depending on the time period of their employment. An employee with at least one year of continuous employment with an employer is entitled to severance pay of 21 calendar days' basic pay for each of the first 5 years of service and of 30 calendar days' basic pay for each additional year of service. The entitlement is calculated on pro-rata basis for any period of service under one year after completion of first year of service. The total severance pay should not exceed two years' remuneration.

Severance pay for the employees drawing their salary per month, week or day is computed on the basis of last wage which the employee was entitled to. For those working on daily wages, severance pay is based on average daily wage. This wage excludes anything given to the labourer in kind and all the allowances. Employer may deduct from the severance pay, the amount owed to him by the employee.

In case of resignation by the employee (indefinite term contract), the severance pay/gratuity depends on the length of the service. It is one-third of the above explained severance pay for more than one but less than three years of service. The severance pay/gratuity increases to two-third of the severance pay for more than three but less than five year of service. Full severance pay is available if the length of service is more than five years.

Employees lose their entitlement to severance pay if they resign before the completion of five years on fixed term contract or if they resign without notice (except in cases provided by law) or if they are summarily dismissed by the employee without notice (in cases specified by the law).

On termination of employment contract, workers are also entitled to wages owed, payment for accrued but yet not taken annual leave, and payment in lieu of notice.

In any establishment where a pension or security schemes or similar schemes are maintained, the employee who is entitled to retirement pension may select either pension or the prescribed gratuity or whichever is more favourable to him.

Sources: §132-141 of the UAE Labour Law (No. 8 of 1980)

Dubai International Financial Centre

Employees who are not entitled to pension have statutory entitlement to severance pay depending on the time period of their employment. An employee with at least one year of continuous employment with an employer is entitled to severance pay of 21 calendar days' basic pay for each of the first 5 years of service and of 30 calendar days' basic pay for each additional year of service. The entitlement is calculated on pro-rata basis for any period of service under one year after completion of first year of service. The total severance pay should not exceed two years' remuneration.

The daily rate for the worker's basic wage is computed on the basis of number of days in the year. If the termination occurs prior to the completion of one year of continuous service, the severance pay is computed on a proportionate basis. Employer may deduct from the severance pay, the amount owed to him by the worker.

Worker is not entitled to severance pay if the employment terminates for cause. In case, the employer has established a pension scheme for the workers, he/she provides, in writing, the option to the workers to choose between pension scheme and severance pay. Worker must expressly state his choice in writing and submit it to the employer.

The employer has to pay all remuneration, gratuity payment, as well as compensation for all untaken vacations within fourteen days of employment termination.

Source: §66 of the DIFC Employment Law No. 2 of 2019

05/13 FAMILY RESPONSIBILITIES

ILO Conventions

Convention 156: Workers with Family Responsibilities Convention (1981)
Recommendation 165: Workers with Family Responsibilities (1981)

UAE has not ratified the Conventions 156 & 165.

Summary of Provisions under ILO Convention

Paternity leave is for the new fathers around the time of childbirth and is usually of shorter duration.

Recommendation (No. 165) provides for parental leave as an option available to either parent to take long leave of absence (paid or unpaid) without resigning from work. Parental leave is usually taken once the maternity and paternity leave have been exhausted. For working parents, laws may define the portion of parental leave that has to be compulsorily taken by fathers or mothers.

Flexible Work Option for Parents / Work-Life Balance Recommendation 165 asks the employers to look into the measures for improving general working conditions through flexible work arrangements.

Regulations on family responsibilities:

Paternity Leave

The 2005 DIFC law had no provision on paternity leave. The 2019 law provides for a fully paid 5-day paternity leave for fathers on the birth or adoption of a child. A male worker must have completed the qualifying period of one year before accessing paternity leave. In order to avail paternity leave, a worker must inform the employer of his intention to take leave at least 8 weeks prior to the childbirth or child adoption. Leave can be taken within one month of childbirth or adoption of child (under 5 years of age).

Sources: §39 of the DIFC Employment Law No.2 of 2019

Parental Leave

There is no provision in Labour Law regarding parental leave.

Flexible Work Option for Parents / Work-Life Balance

There is no provision in Labour Law regarding flexibility in work for parents with minor children.

06/13 MATERNITY & WORK

ILO Conventions

An earlier Convention (103 from 1952) prescribed at least 12 weeks maternity leave, 6 weeks before and 6 weeks after birth. However, a later convention (No. 183 from year 2000) requires that maternity leave be at least 14 weeks of which a period of six weeks compulsory leave should be after childbirth.

UAE has not ratified the Conventions 103 & 183.

Summary of Provisions under ILO Convention

During pregnancy and maternity leave, a worker should be entitled to medical and midwife care without any additional cost.

During pregnancy and while breastfeeding, a worker should be exempt from work that might bring harm to you or your baby.

The total maternity leave should last at least 14 weeks.

During maternity leave, a worker's income should amount to at least two thirds of your preceding salary.

During pregnancy and maternity leave, a worker should be protected from dismissal or any other discriminatory treatment.

Workers have the right to return to same or equivalent position after availing maternity leave.

After childbirth and on re-joining work, a worker must be allowed paid nursing breaks for breast-feeding the child.

Regulations on maternity and work:

- UAE Labour Law (No. 8 of 1980)
- DIFC Employment Law No. 2 of 2019

Free Medical Care

There is no provision in Labour Law regarding medical care for pregnant workers.

Dubai International Financial Centre

The employer is not obliged to provide medical care for pregnant workers. However, a pregnant worker who has made an appointment to receive an ante natal care, on the advice of registered medical practitioner, is entitled to take time off during the working hours to keep the appointment.

Worker taking time off is entitled to be paid for the period of absence at the appropriate hourly rate. This hourly rate is the daily wage divided by the number of normal working hours in a working day for that employee under the contract of employment in force on the day when the time off is taken.

The employer may request a worker to provide medical certificate confirming pregnancy and evidence of appointments for ante-natal care.

Source: §37, 41, 55 and 56 of the DIFC Employment Law No. 2 of 2019

No Harmful Work

There is a general provision regarding protection and safety of women workers. They are prohibited to work in places that are hazardous, harmful or detrimental to health or morals or any other place specified by the Ministry of Labour and Social Affairs after consulting with the competent authorities.

Sources: §29 of the UAE Labour Law (No. 8 of 1980)

Dubai International Financial Centre

No specific provision could be located on protection of health and safety of pregnant workers. However, it is the duty of the employer to provide healthy and safe workplace for all the workers.

Source: §40 of the DIFC Employment Law No. 2 of 2019

Maternity Leave

Women workers are entitled to total 45 days of maternity leave.

Women workers are entitled to further 100 days of unpaid leave (consecutive or non-consecutive) in case of illness due to child birth or pregnancy. These leaves are granted after the medical certificate is issued by a medical authority attested by the competent health authority or endorsed by such authorities to the effect that the illness resulted from pregnancy or delivery.

Sources: §30 of the UAE Labour Law (No. 8 of 1980)

Dubai International Financial Centre

Female workers are entitled to sixty-five working days of maternity leave, to cover pre and post maternity period. Maternity leave is paid for the workers with at least one year of continuous service with the employer prior to the expected or actual week of birth. Worker must notify the employer in writing, twenty-one days prior to the date on which she plans to begin her maternity leaves. Employer may request the worker to provide a medical certificate stating the expected or actual birth date. Employer may also request the worker to notify in writing that she is pregnant at least eight weeks before the expected week of the birth.

Maternity leave period extends by the number of public holidays that fall on working days during the maternity leave. Annual leave can be taken separately after the maternity leave.

Above mentioned rights also apply to a female worker adopting a child who is under three months of age.

Source: §37 of the DIFC Employment Law No. 2 of 2019

Income

A pregnant worker is entitled to fully paid maternity leave if she has completed at least one year of service. The payment is reduced to half pay if the length of service with the employer is less than one year. Maternity leave is paid by the employer. Labour Law also provides for additional (consecutive or intermittent) 100 days of unpaid leave for sickness related to pregnancy or delivery.

Sources: §30 of the UAE Labour Law (No. 8 of 1980)

Dubai International Financial Centre

Worker on maternity leave is fully paid by the employer for the first thirty-three working days of maternity leave. Half of the basic wage (50%) is paid for the rest of the

thirty-two working days of maternity leave. Law prohibits workers from receiving compensation in lieu of maternity leaves.

Source: §38 of the DIFC Employment Law No. 2 of 2019

Protection from Dismissals

No provision could be located in the labour law guarantying protection from dismissals during maternity leave.

Dubai International Financial Centre

Employment Law prohibits an employer from dismissing a pregnant worker, an employee who has recently given birth or during any period of special maternity leave or change her job or conditions of employment without the employee's prior written consent. A full-time female worker cannot be dismissed by the employer for her absence due to sickness which is attributed to pregnancy or delivery.

Source: §40(1) (a) of the DIFC Employment Law No. 2 of 2019

Right to Return to Same Position

There is no provision regarding the employee's right to return to the same position after completion of maternity leave.

Dubai International Financial Centre

Worker has the right to return to same position or a suitable alternative after availing maternity leave, with same terms and conditions and with same seniority rights after availing the maternity leave.

Source: §40 of the DIFC Employment Law No. 2 of 2019

Breastfeeding

On their return to work after availing maternity leave, breastfeeding employees must be granted breastfeeding breaks for 18 months after the child's birth. These nursing breaks are provided twice a day in addition to the normal rest breaks. The time period for these breaks must not exceed half an hour. These breaks are treated as working hours and do not lead deduction in employee's remuneration.

Sources: §31 of the UAE Labour Law (No. 8 of 1980)

Dubai International Financial Centre

The 2005 DIFC law had no provision on breastfeeding breaks. The 2019 law has clear provision on nursing breaks. Once a worker returns from the maternity leave, she is entitled to a fully paid nursing breaks (during six months after childbirth) if her working hours exceed 6 hours a day.

Source: §26 of the DIFC Employment Law No. 2 of 2019

07/13 HEALTH & SAFETY

ILO Conventions

Most ILO OSH Conventions deal with very specific Occupational Safety hazards, such as asbestos and chemicals.

Convention 155 (1981) is the relevant general convention here.

Labour Inspection Convention: 81 (1947)

UAE has ratified the Convention 81 only.

Summary of Provisions under ILO Conventions

The employer, in all fairness, should make sure that the work process is safe.

The employer should provide protective clothing and other necessary safety precautions for free.

Workers should receive training in all work-related safety and health aspects and must have been shown the emergency exits.

In order to ensure workplace safety and health, a central, independent and efficient labour inspection system should be present.

Regulations on health and safety:

- UAE Labour Law (No. 8 of 1980)
- DIFC Employment Law No. 2 of 2019

Employer Cares

An employer is required to protect the health and safety of workers at the workplace in accordance with the provisions of Labour Law. Workers have the right to the type of work and working environment which is safe and without risk to health.

Employers have to ensure the health and safety of worker by implementing measures including prevention of occupational risks; provision of information and training; and provision of necessary organization and means. Employer is required to undertake a risk assessment at the workplace; take necessary measures to avoid risks of injuries and vocational diseases that may occur during work as well as the hazards of fire and other hazards arising from use of machines and other tools, and he must apply all other means of protection as approved by the Ministry of Labour & Social Affairs.

Employer must inform the employee about the risks involved in their occupation and the preventive measures that must be taken to avoid the risk. All the precautionary measures and warning sign written in Arabic should be displayed on prominent places. Workplace should be illuminated, ventilated, clean with potable water and toilets.

Single first aid box with the necessary equipment should be provided for every 100 employees. A physician must also be employed for full check-up, at least once in six months. Medical care should be provided by the employer according to the standards decided by the Minister of Labour and Social Affairs in collaboration with the Minister of Health.

Source: §91- 100 of the UAE Labour Law (No. 8 of 1980)

Dubai International Financial Centre

An employer is required to protect the health and safety of workers at the workplace in accordance with the provisions of Employment Law. Workers have the right to the type of work and working environment which is safe and without risk to health. Employers have to ensure the health, safety and welfare of worker at workplace. It is obligatory for the employer to provide and maintain a workplace that is free of harassment, safe and without risks to employees' health.

It is the duty of an employer to ensure that adequate systems are in place that minimize risks to health in relation to fire hazards and the use, handling, storage and transport of dangerous articles and substances. Employer should provide information, instruction, training and supervision to employees, in English, Arabic or, if necessary, another language understood by the employees, to ensure their health and safety at work. Employer must inform each employee in writing at the time of recruitment of the

dangers, if any, connected with the employment and of the protective measures that the employee must take; and employer should also provide and maintain adequate and safe access to, and from, the workplace.

Employer must ensure proper ventilation; reasonable temperature at workplaces inside the buildings; suitable and sufficient lighting; cleanliness; sufficient space and room dimensions; suitable workstation and seating; suitable and adequate sanitary conveniences and an adequate supply of wholesome drinking water.

Employers must not dismiss or penalise, directly or indirectly, any employee for carrying out activities that prevent or reduce risks to health and safety in the workplace where the employee has been specifically designated to do so; or taking reasonable steps to avert serious and imminent danger and for refusing to return to the place of danger until the danger no longer exists.

This protection from being dismissed or penalised does not apply where the employer is able to prove that the employee's conduct was negligent or inappropriate in the circumstances and that a reasonable employer would have taken the same action.

Workers also have the statutory duty, while at work, to take reasonable care of the employee's own health and safety and that of other persons who may be affected by the employee's conduct.

Source: §43-53 of the DIFC Employment Law No. 2 of 2019

Free Protection

Every employer must provide adequate means of protection for the employee from the hazards of injuries and vocational diseases that may occur during work as well as the hazards of fire and other hazards arising from use of machines and other tools. Employees are also instructed to use protective equipment and clothing provided by the employer for safety purposes and must abide by the instructions provided to them.

Source: §91 of the UAE Labour Law (No. 8 of 1980)

Dubai International Financial Centre

No specific provision could be located in law about the employers' duty to provide free of cost personal protective equipment. However, it is obligatory for an employer to ensure, as far as is reasonably practicable, the health, safety and welfare at work of all its employees. Workplace should be free of harassment, safe and without risks to an employees' health. Employer must inform each employee in writing at the time of recruitment of the dangers connected with the employment and of the protective measures the worker must take.

Source: §40 and 44(1)(c) of the DIFC Employment Law No. 2 of 2019

Training

The employer or his representative at the time of appointment must keep employees informed of the dangers related to their profession and preventive measures they have to take. Moreover, the employer must display detailed written instructions in this respect at the workplace.

Source: §97 of the UAE Labour Law (No. 8 of 1980)

Dubai International Financial Centre

Employer should inform the workers about the preventive measures that must be taken to ensure health and safety at workplace. Employers are required to provide information, instruction, training and supervision to Employees, in English or, if necessary, another language understood by the Employees, to ensure their health and safety at work;

Source: §44(1)(b) of the DIFC Employment Law No. 2 of 2019

Labour Inspection System

Labour inspection is carried out by the specialized inspectors attached to Ministry of Labour and Social Affairs. Labour Inspectors control the proper implementation of the provisions of the Labour Law, supply employers and employees with information and technical guidance, submit reports to the competent authorities and make report of cases found in violation of the provisions of the Labour Law.

Labour inspectors carry out their visits during working hours with or without prior notice; conduct any necessary test or investigation; interview employees or the employer; examine all records which have to be kept under the provision of the Law; take a sample or samples of materials used or handled in industrial activities; and ascertain that notices and pamphlets required to be displayed at the work site are in accordance with the provisions of the Law. Employer and other representatives should facilitate the inspector and provide him with necessary information and material.

The inspector is mainly responsible for supervising the proper enforcement of the provisions of the Law. To ensure compliance with the provisions, labour inspector instructs employer to make necessary alterations and take necessary measures and submits a report to the Ministry of Labour to take necessary action.

The Chief Labour Inspector makes a monthly report on inspections and the Ministry of Labour prepares annual report on the role of Ministry in the inspection carried out in the state.

In Article 19 and 20 of Federal Law no. (10) of 2017 on Domestic Workers, has notified that Minister shall appoint agents who are responsible to enforce the provision of Domestic law by carrying out inspection in work place and workers accommodations with the permission of owner in case of two reasons: 1. Complaint has been filed by the employer or worker, 2. Evidence of violation in provision of this law.

Source: §166-180 of the UAE Labour Law (No. 8 of 1980)

Dubai International Financial Centre

The DIFC Employment Law does not contain any specific provision for labour inspection to check its health and safety requirements. The Dubai International Financial Centre Authority (DIFCA) has general responsibility for administering implementation of the Employment Law.

The Board of Directors of the DIFCA may appoint inspectors to investigate the affairs of employers to confirm compliance with the provisions of law and to submit written reports in respect thereof.

Source: §69-70 of the DIFC Employment Law No. 2 of 2019

08/13 SICK LEAVE & EMPLOYMENT INJURY BENEFIT

ILO Conventions

Convention 102 (1952), Conventions 121 (1964) and 130 (1969) concerning Social Security, Employment Injury Benefits and Medical Care and Sickness Benefits

UAE has not ratified the Conventions 102, 121 & 130.

Summary of Provisions under ILO Conventions

A worker's rights to work and income should be protected when illness strikes. The national labour law may provide that sickness benefit may not be paid during the first 3 days of your absence. Minimally, a worker should be entitled to an income during first 6 months of illness. This income should be at least 45 per cent of the minimum wage. (Countries are free to opt for a system which guarantees 60 per cent of the last wages during the first 6 months of illness or even during the first year). A worker must be entitled to paid sick leave.

During illness, a worker should be entitled to medical care without any additional cost. Employees and their family members should have access to the necessary minimal medical care at an affordable cost.

During the first 6 months of illness, a worker should not be fired.

If a worker is disabled due to an occupational disease or accident, he/she must receive a higher benefit. In the case of temporary or total incapacity/disability, a worker may at least be provided 50% of his average wage while in the case of fatal injury, the survivors may be provided with 40% of the deceased worker's average wage in periodical payments.

Regulations on sick leave & Employment Injury Benefits:

- UAE Labour Law (No. 8 of 1980)
- DIFC Employment Law No. 2 of 2019

Income

Workers are not entitled to paid sick leaves until the completion of probationary period, which is at least six months of service. If a worker has completed three months after completion of his probation period, he is entitled to 90 days of sick leave (continuous or intermittent) per each year of service.

The first fifteen days of the sick leave are fully paid, next thirty days' leave is on half pay and the rest of it (45 days) is without pay. However, sick leave benefits are not paid if the sickness results from the employee's own misconduct (consumption of alcohol or narcotics).

If the employee is unable to resume his job on the expiry of sick leave, employer can terminate the contract. If an employee resigns within first 45 days due to sickness (justified by the Government Medical Officer or the physician appointed by the employer), the employee can claim the remainder of his or her statutory sick pay (45 days) in lieu thereof.

As highlighted in Article (14) of Federal Law no. (10) of 2017 on Domestic Workers that the employer shall be entitled to provide thirty days sick leaves as per the evidence issued by the health entity official accredited in UAE. The first 15 days should be the paid leave followed by latter 15 days as an unpaid leave.

Source: §82-86 of the UAE Labour Law (No. 8 of 1980)

Dubai International Financial Centre

In case of illness, workers are entitled to a maximum of sixty working days of paid sick leave per annum. Employer must pay the worker his daily wage during sick leaves. The total leave duration remains the same irrespective of whether the leave is divided or continuous. Workers are entitled to full wages during the first 10 days of sick leave. During the next 20 days of sick leave, employer must pay half of the daily wage. Sick leave is granted on unpaid basis once it exceeds 30 days per annum.

During absence, worker or someone on worker's behalf should notify the employer, at least once a week, that the worker is sick and he/she is unable to fulfil his duties. Employer may also ask for the medical certificate confirming sickness. If the worker fails to meet these requirements, the employer can withhold the worker's sick pay.

There is no minimum service requirement for entitlement to the sick leave, but these provisions do not apply to employees with a fixed-term contract with duration of one month or less.

Source: §34 & 35 of the DIFC Employment Law No. 2 of 2019

The text in this document was last updated in November 2021. For the most recent and updated text on Employment & Labour Legislation in UAE & DFIC in Arabic, please refer to: <https://rawateb.org/uae>

Medical Care

UAE nationals and the citizens of other GCC countries receive full inpatient and outpatient healthcare at government hospitals and clinics.

Dubai International Financial Centre

It is obligatory for the employer to obtain and maintain private health insurance for the workers.

Source: §56 of the DIFC Employment Law No. 2 of 2019

Job Security

Employment of a worker is secure during the term of paid and unpaid sick leave (90 days). As for work injury leave, employment of a worker is secure during the first twelve months of incapacity. An employer may not terminate an employee on injury leave (except with worker's own consent) during period of incapacity for work caused by injury arising out of and in the course of employment or by any of the occupational disease specified in the Social Security Act. At the end of incapacity for work, in response to the application for re-instatement made by the employee, an employer may reinstate the worker in the former employment or in other suitable employment if the injury or disease has caused incapacity for the former employment.

Dubai International Financial Centre

Employment of a worker is secure during sixty days of paid sick leave. The contract of employment terminates if an employee is absent from work for more than sixty days in a year, continuously or not, due to sickness. The employer may terminate the employment immediately with written notice to the employee. The above provision is not applicable in the case of mental or physical disability.

Source: §36 of the DIFC Employment Law No. 2 of 2019

Disability / Work Injury Benefit

Occupational injuries include accidents arising out of work and in course of work, travel to and from work if transport is organized by employer and on business trips.

In case of accidents at work or occupational diseases, the employer pays the employee's treatment expenses at government or private hospitals including transport expenses until recovery or declaration of disability. If short term incapacity for work (temporary disability) is caused by occupational accident or disease, sickness benefit equal to full pay is paid by the employer for the first 6 months or till the end of treatment (whichever comes first). For further 6 months, sickness benefit reduced to 50% of the basic wage until the recovery or declaration of disability or death whichever occurs first.

In case of death, the survivors are entitled to an indemnity is equal to the AED75,000. The amount of indemnity is calculated on the basis of the last pay earned by the employee prior to his death. Survivors are the persons entirely depending on the deceased including widow/widower, children, parents and siblings.

The indemnity in case of permanent disability is equal to the amount due in the event of death. In case of permanent partial disability, indemnity in accordance with assessed degree of disability is paid.

With the introduction of Federal Law on Pension and Social Security (No 7 of 1999), UAE nationals are now covered by a separate social security scheme which makes provision for occupational injuries and disease. The scheme allows workers to bring civil actions for damages when negligence by the employer or a third party can be proved.

Source: §148-151 of the UAE Labour Law (No. 8 of 1980)

Dubai International Financial Centre

Work injuries are can lead to the following four situations: (i) permanent total incapacity (ii) permanent partial incapacity (iii) temporary incapacity and (iv) fatal injury leading to death of a worker.

Employer pays compensation to workers who get injured in an accident arising out of or in the course of their employment. The statutory compensation for the most serious injuries and disabilities is twenty-four month's wages, which is calculated on the basis of the last monthly wage received by the worker prior to the injury. Compensation is set at a percentage of the maximum, for less serious injuries and disabilities in line with a statutory tariff.

In case of fatal injury, the employer pays compensation to the worker's named dependents equal to at least 24 months' wages, which is calculated on the basis of the last monthly wage received by the worker prior to death.

It not obligatory for the employer to pay for employee's medical expenses that arise from an occupational injury or disease, but employer must provide private health insurance to its workers, which could largely cover the costs of such treatment.

If an injured or ill employee can prove that the injury or disease occurred due to negligence or a breach of the relevant legislation on the part of the employer, the worker may bring a claim against the employer for damages.

Source: §55 of the DIFC Employment Law No. 2 of 2019

09/13 SOCIAL SECURITY

ILO Conventions

Social Security (minimum standards): Convention 102 (1952). For several benefits somewhat, higher standards have been set in subsequent Conventions

Employment Injury Benefits: Conventions 121 (1964),

Invalidity, Old age and survivors' benefits: Convention 128(1967)

Medical Care and Sickness Benefits: Convention 130 (1969)

Unemployment Benefits: Convention 168 (1988).

UAE has not ratified the Conventions 102, 121, 128, 130 & 168.

Summary of Provisions under ILO Conventions

In the normal circumstances, the pensionable age may not be set higher than 65 years of age. If retirement age is fixed above 65 years, it should give "due regard to the working ability of elderly persons" and "demographic, economic and social criteria, which shall be demonstrated statistically". Pension can be set as a percentage of the minimum wage or a percentage of the earned wage.

When the breadwinner has died, the spouse and children are entitled to a benefit, expressed as a percentage of the minimum wage, or a percentage of the earned wage. This must at least be 40% of the reference wage.

For a limited period of time, the unemployed has a right to unemployment benefit set as a percentage of the minimum wage or a percentage of the earned wage.

Invalidity benefit is provided when a protected person is unable to engage in a gainful employment, before standard retirement age, due to a non-occupational chronic condition resulting in disease, injury or disability. Invalidity Benefit must at least be 40% of the reference wage.

Regulations on social security:

- Federal Law for pension and Social Security (No. 7 of 1999)
- DIFC Employment Law No. 2 of 2019

Pension Rights

The legal minimum retirement age is 60 years. For non-nationals, the minimum age for retirement is 65 years. In order to qualify for an old-age pension, contribution period of at least 15 years is required.

Social security system is financed by the contributions from workers and employers on a pay-as-you-go basis, based on the monthly payroll. Employers have to deduct contributions from workers and deposit combined contributions to the General Pensions and Social Security Authority. In the private sector, the employer contribution is 12.5% while employee contribution is 5% of the basic monthly salary plus allowances. Government also contributes 2% of the employee basic salary plus allowances in the system.

There is also an option for early pension, which can be awarded from the age of 50 to the women or 55 to the men. Percentage of retirement benefit depends on the years of contribution. 60% of the pensionable salary is paid on 15 years of contribution and this percentage increases at the rate of 2% for every additional year. In case pensionable salary exceeds 100% (more than 35 years of contribution), the employee is entitled to the additional one-off lump sum payment equal to three months' basic salary for every additional year of service.

If the qualifying conditions are not met, a gratuity benefit based on the last salary is granted as follows:

- i. One-and-a-half-month salary for each of the first five years;
- ii. Two months' salary for each of the following five years;
- iii. Three months' salary for each year above 10 years

Pensionable salary is calculated on the basis of basic salary plus monthly allowances. The basic salary is calculated according to the average subscription salary of last five years or full period if it is less than five years. The minimum retirement pension is AED10,000.

Sources: §1, 16 & 20 Federal Law for Pension and Social Security (No. 7 of 1999)

Dubai International Financial Centre

Where an employer has established a pension scheme for his employees, he is required to provide in writing to the employees, the option to choose between participating in the pension scheme or receiving the end of service gratuity payment.

Where an employee is a UAE or GCC national, the employer enrolls him/her in the worker's UAE pension scheme in accordance with applicable Federal legislation, he/she is not eligible to receive severance pay on termination of employment.

Source: §65 & 66 of the DIFC Employment Law No. 2 of 2019

Dependents' / Survivors' Benefit

The Social Security Law provides for survivors' benefit for surviving dependents (widow or widower, parents, orphans and siblings). In case of death of the employee, the pension is adjusted by assuming the period of his contribution is more than thirty-five years.

Minimum benefit for a widow or beneficiary spouse is AED800. For each parent, the benefit is AED600 while for all other beneficiaries (children and siblings), the amount of benefit AED400. If the beneficiaries' share is less than the minimum limit then it is calculated on the basis of pensionable salary, provided that the share does not exceed the said salary.

Pension of the widow, the daughter and the sister discontinues after getting married. If the widow dies her share transfers to the orphans or to the other existing widows.

If father is alive and was dependent on the deceased employee, pension is transferred to the father instead of children. Pension for son(s) discontinues when he reaches twenty-one years of age except in conditions provided by the law.

Sources: §24-34 Federal Law for Pension and Social Security (No. 7 of 1999)

Unemployment Benefits

There is no legal provision on unemployment benefits.

Invalidity Benefits

There is no separate provision related to invalidity benefits.

10/13 FAIR TREATMENT

ILO Conventions

Convention 111 (1958) lists the discrimination grounds which are forbidden.

Convention 100 (1952) is about Equal Remuneration for Work of Equal Value.

UAE has ratified both the Conventions 100 & 111.

Summary of Provisions under ILO Conventions

At workplaces, equal pay for men and women for work of equal value is a must, regardless of marital status. Pay inequality based on race, colour, sex, religion, political opinion, national extraction/place of birth or social origin is also forbidden. A transparent remuneration system and the clear matching of pay and position should be in place and to help prevent wage discrimination.

Not clearly provided in ILO Conventions. However, sexual intimidation/harassment is gender discrimination.

An employer can't discriminate against you on in any aspect of employment (appointment, promotion, training and transfer) on the basis of union membership or participation in union activities, filing of a complaint against an employer, race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin, temporary absence due to illness, age, trade union membership, disability/HIV-AIDS, or absence from work during maternity leave. (Conventions 111, 156, 158, 159 and 183)

People have the right to work and there can't be occupational segregation on the basis of gender.

Regulations on fair treatment:

- Constitution of the United Arab Emirates 1971
- UAE Labour Law (No. 8 of 1980)
- Penal Code 1987
- Ministerial Resolution on defining work that is hazardous, tiresome, or harmful to health or morals, and where women should not be employed therein (No. 6/1 of 1981)

Equal Pay

According to the Labour Law, women workers are entitled to same remuneration as that of men workers for the same amount of work.

Source: §32 of the UAE Labour Law (No. 8 of 1980)

Dubai International Financial Centre

There is no specific provision on equal pay for men and women for work of equal value. However, the law prohibits gender discrimination regarding any terms and conditions of the employment.

Source: §43(2) & 59 of the DIFC Employment Law No. 2 of 2019

Sexual Harassment

There is no provision in law regarding sexual or any kind of harassment at work. The only provision related to this act states that employer can dismiss the employee without notice if he commits an assault to the employer or the manager or his colleagues.

According to the Penal Code, if a person disgraces a woman by his words or deeds, he is punished either by the detention of one year or a fine of not more than AED10,000 or both. Same punishment is applicable in case of harassment to people, offence to their sense of decency, or causing bodily pain to them by exploiting the power of one's office.

Under Law No. 4 of 2019, Penal Code has been amended and the indecent act includes "assault on a female's modesty by words, actions or electronic means or any other means". Sexual harassment is now prohibited under the law and perpetrators can be punished with imprisonment for at least one year and/or a fine of at least AED 10,000. Where harassment is committed by several perpetrators or where the perpetrator has functional authority over the victim, the minimum prison sentence is doubled (cannot be less than two years) and the fine is increased to a minimum of AED 50,000.

Source: §120 of the UAE Labour Law (No. 8 of 1980); §248 & 359 of the Penal Code 1987

Dubai International Financial Centre

It is the legal obligation for the employer to provide and maintain a workplace that is free of harassment, safe and without risks to an employee's health. This includes protection of employees from sexual harassment.

Employment law also prohibits discrimination on the grounds of sex, marital status, race, nationality, religion and mental or physical disability. Discrimination also includes subjecting workers to unwanted treatment or conduct which has the purpose or effect of creating an intimidating, hostile, degrading, humiliating or offensive workplace.

Source: §60 of the DIFC Employment Law No. 2 of 2019

Non-Discrimination

According to the UAE constitution, all persons are equal before law and there is no distinction among the citizens of the UAE on the basis of race, nationality, faith or social status.

There is no legal provision on prohibition of discrimination during recruitment and selection procedure in Labour Code. However, employers are obliged to prefer UAE nationals. If UAE nationals are unavailable, then nationals of the other Arab countries are given preference over the nationals of other countries while recruitment.

Federal Law (No. 2 of 2015) on combatting discrimination and hatred defines discrimination as "any distinction, restriction, exclusion or preference among individuals or groups based on the ground of religion, creed, doctrine, sect, caste, race, colour or ethnic origin". Any person, who commits any act of discrimination of any form by any means of expression or by any other means, shall be sentenced to imprisonment for a period not less than five years, and by a fine not less than five hundred thousand dirhams and not exceeding one million dirhams or either one of these two penalties.

The Decree No. 6 of 2019 prohibits discrimination between persons which would weaken equal opportunities or prejudice equal access to and continuity of employment and enjoyment of workers' rights. It also prohibits discrimination in jobs with same functions. Employers are further prohibited from discriminating against an employee based on her pregnancy.

The UAE Federal Cabinet passed Resolution (No. 43) in July 2018 to support individuals with disability. The Resolution defines discrimination as "any distinction, exclusion or restriction based on a person's disability with the aim or effect of weakening, impairing or nullifying the equal recognition, enjoyment or exercise of any of the rights granted under UAE legislation". The employer has to provide reasonable work environment to the worker as well as reasonable accommodation, ensure appropriate entrance and exit

in the workplace. The employee has the right to maintain job even if his/her disability worsens over time, so long as they are able to perform their work.

Source: §25 of the Constitution of the United Arab Emirates 1971; §9 & 10 of the Labour Code No. 8 of the year 1980; Federal Law (No. 2 of 2015) on combatting Discrimination and Hatred

Dubai International Financial Centre

Employment Law of DIFC prohibits discrimination against an employee regarding employment or any term or condition of employment on the grounds of sex, marital status, race, nationality, age, pregnancy and maternity, religion and mental or physical disability. It is applicable only to employees and not to job applicants.

Law defines discrimination as existing on one of the above mentioned prohibited grounds where a worker is treated less favourably than others; or a worker is put at a disadvantage in application of the same provision, criteria, or practice, not faced by others; or a worker is subjected to unwanted treatment or conduct which has the purpose or effect of creating an intimidating, hostile, degrading, humiliating or offensive workplace.

Workers are said to have a mental or physical impairment that has an extensive and long-term adverse effect on their ability to carry out their duties in accordance with the employment contract. An impairment has a long-term effect if it has lasted at least twelve (12) months or it is likely to last at least twelve (12) months.

An employer is said to be discriminating against an employee with a mental or physical disability if it fails to make reasonable adjustments to any physical feature of the workplace or applicable provision, criterion or practice that would, if made, enable the employee to meet the requirements of the job.

Employers must provide and maintain a workplace that is free of discrimination and victimisation and without risks to the worker's health and safety.

Source: §43(2) and 59 of the DIFC Employment Law No. 2 of 2019

Equal Choice of Profession

There is no specific law regarding equal treatment of women at work. There are certain restrictions on women employment that does not apply on men, such that, women (except those having managerial or technical jobs, or perform non-manual work in medical and certain other services.) are not allowed to work at night (10:00pm to 07:00am) and women are restricted to work in places that has hazardous, harmful or detrimental effects on their health and morals.

A Ministerial Resolution from 1981 prohibits employment of women in more than 20 occupations, some of which include the following: working underground in mines and quarries, working at furnaces, welding work, working at tanneries, working at fertilizer warehouses, manufacturing rubber, loading and unloading cargo, and working at bar.

Decree No. 6 of 2019 allows the Ministry of Human Resources and Emiratisation to regulate circumstances in which male and female employees may not be employed to work together. However, the previous restrictions on female night time work and employment of female workers in dangerous, arduous or detrimental to health or morals roles have been repealed.

Sources: §27 & 28 of the UAE Labour Law (No. 8 of 1980); Ministerial Resolution on defining work that is hazardous, tiresome, or harmful to health or morals, and where women should not be employed therein (No. 6/1 of 1981)

11/13 MINORS & YOUTH

ILO Conventions

Minimum Age: Convention 138 (1973)

Worst Forms of Child labour: Convention 182 (1999)

UAE has ratified both the Conventions 138 & 182.

Summary of Provisions under ILO Conventions

At workplaces, children may not be forced to perform work that could harm their health and hampers their physical and mental development.

All children should be able to attend school. Once this is safeguarded, there is no objection against children performing light jobs between the ages of 12 and 14. The general minimum age is 15 years however developing countries may set this at 14 years. The minimum age for hazardous work, work that is likely to jeopardize the health, safety or morals of young persons, is 18 years. It can also be set at a lower level of 16 years under certain circumstances

Children should not be employed in a work that is likely to harm the health, safety or morals of children. It is considered one of the worst forms of child labour. The minimum age for such hazardous work is 18 years.

Regulations on minors and youth:

- UAE Labour Law (No. 8 of 1980)
- Ministerial Resolution defines works that are hazardous, arduous or harmful to the health of minors and thus are prohibited (No. 5/1 for 1981)
- DIFC Employment Law No. 2 of 2019

Minimum Age for Employment

The minimum age for employment in permanent work is 15 years for both genders. In exceptional cases, children from the age of 12 can be trained as an apprentice by the employer.

To employ a juvenile, employer must obtain written consent signed by the guardian or the custodian of the juvenile, a copy of the individual's birth certificate (or an acceptable official alternative) and a certificate of medical fitness for the specific work. Employers must keep a separate register at workplace with juvenile's name, full name of juvenile's guardian or custodian, place of residence, date of employment and job title.

Working hours for juveniles may not exceed six hours a day with one-hour break provided that juvenile must not work continuously for more than four hours and must not stay at workplace for more than seven hours a day.

UAE cabinet approved a new law in 2012 which makes the education compulsory and a fundamental right of every citizen of the UAE. Government is required to provide free education to every citizen (aged six years) until completion of Grade 12 or reaching the age of 18, whichever occurs first, through public schools and educational institutions.

Sources: §20-25 of the UAE Labour Law (No. 8 of 1980); Federal Law on Compulsory Education (No. 11 of 1972)

Dubai International Financial Centre

Minimum age for employment in DIFC is 16 years,

Source: §13 the DIFC Employment Law No. 2 of 2019

Minimum Age for Hazardous Work

The Labour Law does not clearly define "juveniles," but full legal age is generally accepted as being 18 years old. Juveniles are prohibited from working in the workplaces that are considered hazardous, exhausting or detrimental to health as may be decided by the Minister of Labour after consulting with the competent authorities.

Under any circumstances, juveniles are not allowed to work beyond the fixed time (overtime) and at night time (20:00 to 06:00). Juveniles are further prohibited from working on weekends and holidays.

Ministerial Resolution No. (5/1) has stated the industries in which it is strictly prohibited to employ minors under the age of seventeen. These include working underground in mines and quarries, working at furnaces, oil refining factories, working in front of ovens at bakeries, cement factories, glass factories, working at tanneries, manufacture of rubber, textile factories and working at bars.

Sources: §23-26 of the Labour Law No. 8 of 1980; Ministerial Resolution defines works that are hazardous, arduous or harmful to the health of minors and thus are prohibited (No. 5/1 for 1981)

12/13 FORCED LABOUR

ILO Conventions

Forced labour: Conventions 29 (1930)

Abolition of Forced labour: Conventions 105 (1957)

Forced labour is the work one has to perform under threat of punishment: forfeit of wages, dismissal, harassment or violence, even corporal punishment. Forced labour means violation of human rights.

UAE has ratified both the Conventions 29 & 105.

Summary of Provisions under ILO Conventions

Except for certain cases, forced or compulsory labour (exacted under the threat of punishment and for which you may not have offered voluntarily) is prohibited.

Employers have to allow workers to look for work elsewhere. If a worker is looking for work elsewhere, he/she should not be shortened on wages or threatened with dismissal. (In the reverse cases, international law considers this as forced labour).

If the total working hours, inclusive of overtime exceed 56 hours per week, the worker is considered to be working under inhumane working conditions.

Regulations on forced labour:

- Constitution of the United Arab Emirates 1971
- UAE Labour Law (No. 8 of 1980)
- DIFC Employment Law No. 2 of 2019

Prohibition on Forced and Compulsory Labour

According to the Constitution of the United Arab Emirates, a person may not be subjected to forced labour except in such cases provided by law and provided that such person is compensated for such labour. A person may not be enslaved.

Source: §34 of the Constitution of the United Arab Emirates 1971

Freedom to Change Jobs and Right to Quit

Employees have the right to terminate an employment contract after serving the necessary contract termination notice. An employee has the right to give a notice of employment contract termination to an employer one month in advance. If an employee terminates his employment before the expiry of the contract, he/she is liable to pay early termination compensation to the employer.

Employee may leave the employment without notice if the employer or his representative assaults the employee or the employer does not fulfil the obligations provided in the contract or in the Labour Law.

Sources: §117 & 121 of the UAE Labour Law (No. 8 of 1980)

Dubai International Financial Centre

Employment can be terminated for any reason and at any time, provided that the required notice period is given. An employer or worker may terminate the worker's employment for cause in circumstances where the conduct of one-party warrants termination and where a reasonable employer or employee would have terminated the employment.

The employer and worker can agree on the notice period of any length in employment contract or they can also decide to dispense completely from the notice period. In the absence of mutual agreement and where worker has been employed for at least a month, the statutory minimum notice period is applicable. Notice period is seven days for the worker with one to three months of continuous service, thirty days for more than three months to less than five years of continuous service, and 90 days for five or more years on continuous service. Both parties can mutually agree on payment in lieu of notice period from the other party.

Source: §62 and 63 of the DIFC Employment Law No. 2 of 2019

Inhumane Working Conditions

Working time may be extended beyond normal working hours of eight hours a day and forty-eight hours a week. However, daily overtime may not exceed two hours. For a 6-day working week, the maximum working hours inclusive of overtime are 60 hours (48 hours + 12 hours overtime). For more information on this, please refer to the section on compensation.

Sources: §65 & 69 of the UAE Labour Law (No. 8 of 1980)

13/13 TRADE UNION

ILO Conventions

Freedom of association and protection of the right to organize:
Convention 87 (1948)

Right to Organize and Collective Bargaining: Convention 98 (1949)

UAE has not ratified both the Conventions 87 & 98.

Summary of Provisions under ILO Conventions

Freedom of association means freedom to join a trade union. This is part of the fundamental human rights. Employees may not be put at a disadvantage when they are active in the trade union outside working hours. The list of exclusions for sectors of economic activity and workers in an organization should be short.

Trade unions are entitled to negotiate with employers on term of employment without hindrance. The freedom of a trade union to negotiate with employers to try and conclude collective agreements is protected. (The ILO has a special procedure for handling complaints from unions about violation of this principle).

Workers have the right to strike in order to defend their social and economic interests. It is incidental and corollary to the right to organize provided in ILO convention 87.

Regulations on trade unions:

- UAE Labour Law (No. 8 of 1980)
- Penal Code 1987
- DIFC Employment Law No. 2 of 2019

Freedom to Join and Form a Union

Trade unions, collective associations, and work councils are not explicitly prohibited under the law however the relevant legislation has no provisions on registering or recognizing trade unions.

Dubai International Financial Centre

Employment law does not explicitly outlaw the formation of trade unions, nor does it permit them.

Freedom of Collective Bargaining

There is no statutory provision regarding collective bargaining. Workers are employed under the contract reviewed by Ministry of Labour and Social Affairs. For the resolution of work-related disputes, workers must rely on conciliation committees organized by the Ministry of Labour and Social Affairs or on special labour courts.

Source: §158 of the UAE Labour Law (No. 8 of 1980)

Dubai International Financial Centre

Collective bargaining and agreements are not recognized or regulated in Employment Law of DIFC.

Right to Strike

Strike is considered to be unlawful in the United Arab Emirates. According to the Penal Code, if three or more public employees mutually agree to leave their place of work or wilfully abstain from performing any of their duties or seek to achieve an illicit purpose, each of them shall be punished by detention for a maximum period of one year.

Workers are liable to imprisonment if the above referred acts expose people lives, health or security to danger, cause disturbance or agitation among people, cause interference to another public interest, or if the culprit is an abettor.

Source: §231 of the Penal Code 1987

Dubai International Financial Centre

Employees have no right to strike and industrial action is not recognized or regulated by legislation in the Dubai International Financial Centre (DIFC). Industrial action would be viewed as a public disorder offence under the UAE Penal Code, which also applies in the DIFC.

DECENT WORK QUESTIONNAIRE

DECENTWORKCHECK.ORG

Check

DecentWorkCheck United Arab Emirates is a product of WageIndicator.org



National Regulation exists



National Regulation does not exist

01/13 Work & Wages

| | NR | Yes | No |
|---|----|--------------------------|--------------------------|
| 1. I earn at least the minimum wage announced by the Government | | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. I get my pay on a regular basis. (daily, weekly, fortnightly, monthly) | | <input type="checkbox"/> | <input type="checkbox"/> |

02/13 Compensation

| | | | |
|--|--|--------------------------|--------------------------|
| 3. Whenever I work overtime, I always get compensation <i>(Overtime rate is fixed at a higher rate)</i> | | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Whenever I work at night, I get higher compensation for night work | | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. I get compensatory holiday when I have to work on a public holiday or weekly rest day | | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Whenever I work on a weekly rest day or public holiday, I get due compensation for it | | <input type="checkbox"/> | <input type="checkbox"/> |

03/13 Annual Leave & Holidays

| | | | |
|---|--|--|---|
| 7. How many weeks of paid annual leave are you entitled to?* | | <input type="checkbox"/> 1 <input type="checkbox"/> 2 | <input type="checkbox"/> 3 <input type="checkbox"/> 4+ |
| 8. I get paid during public (national and religious) holidays | | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. I get a weekly rest period of at least one day (i.e. 24 hours) in a week | | <input type="checkbox"/> | <input type="checkbox"/> |

04/13 Employment Security

| | | | |
|--|--|--------------------------|--------------------------|
| 10. I was provided a written statement of particulars at the start of my employment | | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. My employer does not hire workers on fixed terms contracts for tasks of permanent nature <i>Please tick "NO" if your employer hires contract workers for permanent tasks</i> | | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. My probation period is only 06 months | | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. My employer gives due notice before terminating my employment contract (or pays in lieu of notice) | | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. My employer offers severance pay in case of termination of employment <i>Severance pay is provided under the law. It is dependent on wages of an employee and length of service</i> | | <input type="checkbox"/> | <input type="checkbox"/> |

05/13 Family Responsibilities

| | | | |
|---|--|--------------------------|--------------------------|
| 15. My employer provides paid paternity leave <i>This leave is for new fathers/partners and is given at the time of child birth</i> | | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. My employer provides (paid or unpaid) parental leave <i>This leave is provided once maternity and paternity leaves have been exhausted. Can be taken by either parent or both the parents consecutively.</i> | | <input type="checkbox"/> | <input type="checkbox"/> |
| 17. My work schedule is flexible enough to combine work with family responsibilities <i>Through part-time work or other flex time options</i> | | <input type="checkbox"/> | <input type="checkbox"/> |

06/13 Maternity & Work

| | | | |
|---|--|--------------------------|--------------------------|
| 18. I get free ante and post natal medical care | | <input type="checkbox"/> | <input type="checkbox"/> |
| 19. During pregnancy, I am exempted from nightshifts (night work) or hazardous work | | <input type="checkbox"/> | <input type="checkbox"/> |
| 20. My maternity leave lasts at least 14 weeks | | <input type="checkbox"/> | <input type="checkbox"/> |

- | | | | | |
|-----|---|---|--------------------------|--------------------------|
| 21. | During my maternity leave, I get at least 2/3rd of my former salary |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 22. | I am protected from dismissal during the period of pregnancy <i>Workers can still be dismissed for reasons not related to pregnancy like conduct or capacity</i> |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 23. | I have the right to get same/similar job when I return from maternity leave |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 24. | My employer allows nursing breaks, during working hours, to feed my child |  | <input type="checkbox"/> | <input type="checkbox"/> |

07/13 Health & Safety

- | | | | | |
|-----|--|---|--------------------------|--------------------------|
| 25. | My employer makes sure my workplace is safe and healthy |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 26. | My employer provides protective equipment, including protective clothing, free of cost |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 27. | My employer provides adequate health and safety training and ensures that workers know the health hazards and different emergency exits in the case of an accident |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 28. | My workplace is visited by the labour inspector at least once a year to check compliance of labour laws at my workplace |  | <input type="checkbox"/> | <input type="checkbox"/> |

08/13 Sick Leave & Employment Injury Benefits

- | | | | | |
|-----|---|---|--------------------------|--------------------------|
| 29. | My employer provides paid sick leave and I get at least 45% of my wage during the first 6 months of illness |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 30. | I have access to free medical care during my sickness and work injury |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 31. | My employment is secure during the first 6 months of my illness |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 32. | I get adequate compensation in the case of an occupational accident/work injury or occupational disease |  | <input type="checkbox"/> | <input type="checkbox"/> |

09/13 Social Security

- | | | | | |
|-----|---|---|--------------------------|--------------------------|
| 33. | I am entitled to a pension when I turn 60 |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 34. | When I, as a worker, die, my next of kin/survivors get some benefit |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 35. | I get unemployment benefit in case I lose my job |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 36. | I have access to invalidity benefit in case I am unable to earn due to a nonoccupational sickness, injury or accident |  | <input type="checkbox"/> | <input type="checkbox"/> |

10/13 Fair Treatment

- | | | | | |
|-----|--|---|--------------------------|--------------------------|
| 37. | My employer ensure equal pay for equal/similar work (work of equal value) without any discrimination |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 38. | My employer take strict action against sexual harassment at workplace |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 39. | I am treated equally in employment opportunities (appointment,promotion, training and transfer) without discrimination on the basis of:* |  | <input type="checkbox"/> | <input type="checkbox"/> |
| | Sex/Gender |  | <input type="checkbox"/> | <input type="checkbox"/> |
| | Race |  | <input type="checkbox"/> | <input type="checkbox"/> |
| | Colour |  | <input type="checkbox"/> | <input type="checkbox"/> |
| | Religion |  | <input type="checkbox"/> | <input type="checkbox"/> |
| | Political Opinion |  | <input type="checkbox"/> | <input type="checkbox"/> |

* For a composite positive score on question 39, you must have answered "yes" to at least 9 of the choices.

| | | | |
|---|--|--------------------------|--------------------------|
| Nationality/Place of Birth | | <input type="checkbox"/> | <input type="checkbox"/> |
| Social Origin/Caste | | <input type="checkbox"/> | <input type="checkbox"/> |
| Family responsibilities/family status | | <input type="checkbox"/> | <input type="checkbox"/> |
| Age | | <input type="checkbox"/> | <input type="checkbox"/> |
| Disability/HIV-AIDS | | <input type="checkbox"/> | <input type="checkbox"/> |
| Trade union membership and related activities | | <input type="checkbox"/> | <input type="checkbox"/> |
| Language | | <input type="checkbox"/> | <input type="checkbox"/> |
| Sexual Orientation (homosexual, bisexual or heterosexual orientation) | | <input type="checkbox"/> | <input type="checkbox"/> |
| Marital Status | | <input type="checkbox"/> | <input type="checkbox"/> |
| Physical Appearance | | <input type="checkbox"/> | <input type="checkbox"/> |
| Pregnancy/Maternity | | <input type="checkbox"/> | <input type="checkbox"/> |
| 40 I, as a woman, can work in the same industries as men and have the freedom to choose my profession | | <input type="checkbox"/> | <input type="checkbox"/> |

11/13 Minors & Youth

| | | | |
|---|--|--------------------------|--------------------------|
| 41. In my workplace, children under 15 are forbidden | | <input type="checkbox"/> | <input type="checkbox"/> |
| 42. In my workplace, children under 18 are forbidden for hazardous work | | <input type="checkbox"/> | <input type="checkbox"/> |

12/13 Forced Labour

| | | | |
|--|--|--------------------------|--------------------------|
| 43. I have the right to terminate employment at will or after serving a notice | | <input type="checkbox"/> | <input type="checkbox"/> |
| 44. My employer keeps my workplace free of forced or bonded labour | | <input type="checkbox"/> | <input type="checkbox"/> |
| 45. My total hours of work, inclusive of overtime, do not exceed 56 hours per week | | <input type="checkbox"/> | <input type="checkbox"/> |

13/13 Trade Union Rights

| | | | |
|---|--|--------------------------|--------------------------|
| 46. I have a labour union at my workplace | | <input type="checkbox"/> | <input type="checkbox"/> |
| 47. I have the right to join a union at my workplace | | <input type="checkbox"/> | <input type="checkbox"/> |
| 48. My employer allows collective bargaining at my workplace | | <input type="checkbox"/> | <input type="checkbox"/> |
| 49. I can defend, with my colleagues, our social and economic interests through "strike" without any fear of discrimination | | <input type="checkbox"/> | <input type="checkbox"/> |

Results

Your personal score tells how much your employer lives up to national legal standards regarding work. To calculate your DecentWorkCheck, you must accumulate 1 point for each YES answer marked. Then compare it with the values in Table below:



is your amount of "YES" accumulated.

UAE scored 29 times "YES" on 49 questions related to International Labour Standards

If your score is between 1 - 18

This score is unbelievable! Does your employer know we live in the 21st century? Ask for your rights. If there is a union active in your company or branch of industry, join it and appeal for help.

If your score is between 19 - 38

As you can see, there is ample room for improvement. But please don't tackle all these issues at once. Start where it hurts most. In the meantime, notify your union or WageIndicator about your situation, so they may help to improve it. When sending an email to us, please be specific about your complaint and if possible name your employer as well. Also, try and find out if your company officially adheres to a code known as Corporate Social Responsibility. If they do, they should live up to at least ILO standards. If they don't adhere to such a code yet, they should. Many companies do by now. You may bring this up.

If your score is between 39 - 49

You're pretty much out of the danger zone. Your employer adheres to most of the existing labour laws and regulations. But there is always room for improvement. So next time you talk to management about your work conditions, prepare well and consult this DecentWorkCheck as a checklist.