

DECENT WORK CHECK

UNITED ARAB EMIRATES 2023

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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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Bibliographical information

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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 practised, 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 deemed necessary in attaining “decent work”. The work makes the 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 scores 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. Finally, workers can compare their personal 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.

A Decent Work Check is beneficial 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 helpful for researchers, labour rights organisations conducting surveys on the situation of rights at work and the general public wanting to know more about the world of work. For example, WageIndicator teams worldwide 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 worker, self-employed, employee, employer, policymaker, 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, a rise in precarious employment and analysing the impact of regulatory regimes.

In 2023, the team aims to include at least 15 more countries, thus taking the number of countries with a Decent Work Check to 125!

MAJOR LEGISLATION ON EMPLOYMENT AND LABOUR

1. Constitution of the United Arab Emirates 1971
2. Federal Decree Law No. 33 of 2021
3. Cabinet Resolution No (1) of 2022 on the Implementation of Federal Decree Law No. 33 of 2021
4. Ministerial Decree concerning the protection of wages (No. 739 of 2016)
5. 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)
6. DIFC Employment Law No. 2 of 2019
7. 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)
8. Ministerial Decree on Standard Employment Contracts (No. 764 of 2015)
9. Ministerial Decree on the termination of employment contract (No. 765 of 2015)
10. Ministerial Decree on Granting a New Work Permit (No. 766 of 2015)
11. Federal Law for pension and Social Security (No. 7 of 1999)
12. Penal Code 1987
13. 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)
14. Ministerial Resolution defines works that are hazardous, arduous or harmful to the health of minors and thus are prohibited (No. 5/1 for 1981)
15. Federal Law No. 2 of 2015 on Combating Discrimination and Hatred

The text in this document was last updated in June 2023. For the most recent and updated text on Employment & Labour Legislation in UAE & DFIC in Arabic, please refer to: <https://rawateb.org/uae>

01/13 WORK & WAGES

ILO Conventions

Minimum wage: Convention 131 (1970)

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

UAE & DFIC has not ratified the above-mentioned 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:

- 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
- Federal Decree Law No. 33 of 2021
- Cabinet Resolution No. (1) of 2022 on the Implementation of Federal Decree law no. (33) Of 2021

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.

On 15 November 2021, the Ministry of Human Resources and Emiratization announced UAE's new Labour Law, Federal Decree Law No. 33 of 2021. The new law replaced the current UAE Federal Law (No. 8 of 1980) on 2 February 2022.

According to new Labour Law, the minimum wage for workers is determined by the cabinet upon the proposal of the Minister and in coordination with the concerned authorities.

Source: §27 of Federal Decree Law No. 33 of 2021

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

Regular Pay

Federal Law

Remuneration is any payment 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 basic wage is defined as the wage specified under employment contract and is paid in monthly, weekly, daily, hourly or piecework basis and it does not include benefits in-kind.

The law defines wage as the basic wage plus the benefits in-kind and cash allowances provided that these amounts are prescribed in the employment contract or Labour Law. The law obliges employer to pay wages to employees on the due date set in the employment contract. Wages must be paid through the Wages Protection

System or through any other system approved by the Ministry of Human Resources and Emiratisation. Upon request, the employer is obliged to provide proof of payment of wages to his workers. Legal actions can be taken against employer because of non-payment of the agreed wage. Wages are paid in national currency (UAE Dirham) or another currency (based on agreement of both parties in employment contract).

According to Labour Law, deduction from wages except the following cases is not allowed: for redemption of loans which should be a maximum 20% of the wage, amount deducted for contributions in bonuses, retirement pension, insurance, instalments of any social project worker has agreed to participate; penalties in case of violations by worker which should not exceed 5% of wage, and other cases as mentioned in the Labour Law. In all cases, the deduction from wages should not exceed 50% of wage.

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 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.

Sources: 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); \$22 and 25 of Federal Decree Law No. 33 of 2021; \$16 of Cabinet Resolution No. (1) Of 2022 On the Implementation of Federal Decree law no. (33) Of 2021 regarding the regulations of labour relations.

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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 & DFIC 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 time (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:

- Federal Decree Law No. 33 of 2021
- 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
- Cabinet Resolution No. (1) of 2022 on the Implementation of Federal Decree law no. (33) of 2021

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. The maximum working hours inclusive of overtime are 60 hours per week. The Cabinet can reduce or increase working hours for some specified categories of employers or sectors. In the month of Ramadan, the working hours are reduced 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 except for few exceptions like bad weather, or delay due to accident or breakdown in employer-provided commute. Furthermore, the employee is not allowed to work for more than (5) five consecutive hours without a break or breaks of not less than an hour in total, and these periods are not included in the working hours. Working hours and breaks are arranged at an establishment working according to shifts or for some job categories, as per their nature, such as field jobs, and according to

the workers' classification specified in the Implementing Regulation hereof.

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 mitigate its effects. In a 3-week period, the total working hours in any case cannot exceed 144 hours. The maximum working hours limit is not applicable to persons occupying supervisory positions, crews of naval vessels and the seafarers, engaged in shift based technical natured works which are to be done continuously (so that the average working hours do not exceed (56) hours per week), and for work that is complementary or preparatory.

The Labour Law provides for a premium payment to the workers engaged in overtime work. In such a case, workers are paid 125% of the basic wage for overtime hours. If overtime work is done during night hours (10 pm and 4 am), workers are entitled to 150% of the basic wage for overtime hours.

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. They are not allowed to work overtime, or work on weekends and official holidays.

Juveniles must not work continuously for more than four hours and are not allowed to work from 7pm to 7am. They are not allowed to work overtime, or work on weekends and official holidays.

Sources: 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); §5, 17, 18, and 19 of Federal Decree Law No. 33 of 2021; §4 and 15 of Cabinet Resolution No. (1) Of 2022 On the Implementation of Federal Decree law no. (33) Of 2021 regarding the regulations of labour relations.

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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

It is prohibited to employ juveniles (young workers between 15 to 18 years) at night-time (7 pm to 7 am). The 1980 Labour Law prohibited employment of women during night hours (10 pm and 7 am). However, the

new law (No. 33 of 2021) allows women workers to work during night hours without any conditions.

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

The workers working overtime between 10 pm to 4 am are entitled to an overtime premium of 150 % of basic wage. This provision is not applicable to workers working at night shifts.

Sources: §5 and 19 of Federal Decree Law No. 33 of 2021

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

Compensatory Holidays / Rest Days

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 150% of the basic wage for every hour worked on a weekly rest day. A worker may not be required to work on two consecutive weekends.

For work performed on a public holiday, worker is paid a premium wage or a compensatory rest day with full pay

Sources: §70-72 & 81 of the UAE Labour Law (No. 8 of 1980); §19 & 28 of Federal Decree Law No. 33 of 2021

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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, he is entitled to a premium rate of 50% for every hour worked on a weekend (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 (150% of the normal wage) or a compensatory rest day with full pay. Employer is not allowed to make worker work for more than two consecutive weekends.

Sources: §70 & 81 of the UAE Labour Law (No. 8 of 1980); §19 and 28 of Federal Decree Law No. 33 of 2021

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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 & DFIC has not ratified the above-mentioned Conventions.

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:

- DIFC Employment Law No. 2 of 2019
- Federal Decree Law No. 33 of 2021
- Cabinet Resolution No. (1) of 2022 on the Implementation of Federal Decree law no. (33) of 2021

Paid Vacation / Annual Leave

Labour Law entitles workers with paid annual leave after completion of six month of service, with full wage. The annual leave is granted at the rate of thirty days for each year of extended 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.

The part-time worker is entitled to annual leave according to the actual working hours he spends with the employer. The duration of annual leave is in correspondence to the total working hours after converting them into working days, divided by the number of working days in the year, multiplied by the legally prescribed leaves, with a minimum of five working days per year for annual leave. While calculating the annual leave, the fraction of a day considered as a full day where actual working hours are 8 working hours per day.

The employer can grant a leave to a worker from his annual leave balance during the probationary period. The worker should be compensated for the remainder of annual leave balance if he does not pass his probation.

Employer may decide the dates of annual leave according to requirements of work, with mutual agreement, or alternately among the workers and notify the worker at

least a month prior to its start. If annual leave is not taken in the year of its entitlement, the worker has right to carry it over to next year.

If annual leaves are accumulated for more than two years, the worker has right to carry forward the leaves or receive cash benefits. In such cases, the annual leave carried forward cannot be more than half of the annual leave and the benefits are received according to the wage of worker. In case of termination of contract before availing annual leave, the worker is entitled to receive compensation for the annual leave balance according to his basic wage.

On the termination of the employment, workers are entitled to receive payment in lieu of annual leave regardless of duration of leave. He is also entitled to receive leave wage for parts of the year in proportion to the period he spent in work and is calculated according to the basic wage.

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.

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.

Weekly rest days and public holidays are included in the calculation of the annual leave period if they fall within the annual leave of the worker, unless the employment contract or the regulations in force at the establishment provide for anything that is more useful for the worker.

Source: §29 of Federal Decree Law No. 33 of 2021; §18 and 19 of Cabinet Resolution No. (1) of 2022 on the Implementation of Federal Decree law no. (33) Of 2021 regarding the regulations of labour relations.

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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

Workers are entitled to a fully paid public holidays.

United Arab Emirates has eleven 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 worker works on a public holiday, a compensatory holiday 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: §28 of Federal Decree Law No. 33 of 2021

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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

Workers are entitled to a paid weekly rest day of one day. Law allows to increase the number of weekly rest days. If a worker is employed on weekly rest day, employer has to provide compensatory rest or premium pay.

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: §21 of Federal Decree Law No. 33 of 2021.

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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 & DFIC 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:

- 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)
- Federal Decree Law No. 33 of 2021
- Cabinet Resolution No. (1) of 2022 on the Implementation of Federal Decree law no. (33) of 2021

Written Employment Particulars

Employment contract is an agreement, whether for a definite or an indefinite period, concluded between an employer and a worker 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.

The employment contract is concluded in writing. Two copies of the employment contract are made, with one provided to the worker and the other to the employer. The contract specifies a maximum term of three years, and may be renewed or extended by mutual agreement for a similar or shorter term, either once or multiple times. If the contract is renewed or extended, the new term(s) will be considered an addition to the original term and will be included in the worker's total period of service. If neither party agrees to renew or extend the contract after its initial term has expired or the agreed-upon work has been completed, but both parties continue to fulfil its terms, the original contract is interpreted as implicitly renewed under the same terms and conditions.

The employment contract includes the name and address of the employer, the name of worker, nationality and date of birth of the worker, proof of his identity, his qualification, the job or occupation, the date of work commencement, the workplace, the working hours, the rest days, the probationary period, if any, the term of the contract, the wage agreed upon including the benefits and allowances, the annual leave entitlements, the notice period, the procedures for terminating the employment contract and any other data determined by the Ministry in order to regulate the relationship between both parties. The contract is amendable with the agreement of worker and employer provided that the amendments are according to the Decree-Law, Resolution and the Legal Regulations.

Law allows change in employment contract to different work types only if it is approved by worker as well as employer, all the entitlements under original contract are paid and is in accordance with the procedures set by the Ministry. The contract forms for different work types are; Full-time employment contract, Part-time employment contract, Temporary work contract, Flexible work contract, Remote work contract, and Job-sharing contract.

Sources: Ministerial Decree No. 764 of 2015 on Standard Employment Contracts; §8 of Federal Decree Law No. 33 of 2021; §10 of Cabinet Resolution No. (1) of 2022 on the Implementation of Federal Decree law no. (33) Of 2021 regarding the regulations of labour relations.

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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

The employment contract can be concluded for a specific term with a maximum length of three years. With the consent of both parties, such a contract can be renewed for another similar term (maximum length of 72 months, including renewals) or for a shorter term with one or more renewals. In this case, the new terms added are considered as extension of the original term. The new terms are added to the original term while calculating the continuous term of service. If the contract is implemented after the expiration, it will implicitly be considered extended, and the conditions mentioned in original term remain intact. Since renewed period is the extension of the original period, therefore it is added in calculation of the employee's total period of service.

Detailed provisions on work permits are available under the Cabinet Resolution No. 1 of 2022.

Sources: Ministerial Decree on Standard Employment Contracts (No. 764 of 2015); Ministerial Decree on Granting a New Work Permit (No. 766 of 2015); §8 of the Federal Decree Law No. 33 of 2021

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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.

Probation period is required by an employer to evaluate the performance of the worker and allows the worker to become familiar with his job duties and the work environment according to which the employment contract is either continued or terminated as per the provisions in the law.

The probationary period set under Labour Law is six months from the date of commencement of work. The employer has right to terminate an employment contract before the end of period by serving a written notice fourteen days prior to the termination. A worker cannot be required to serve more than one probationary period

for the same employer. In case a worker wants to terminate the employment contract with the employer and start employment with another employer in UAE, such worker must inform the employer in writing at least one month prior to the intended date of contract termination.

The foreign worker has right to terminate an employment contract during probation period by informing in writing at least fourteen days prior to the intended date of contract termination. He has the right to obtain a new work permit within three months from the date of departure given certain conditions between new and original employer are fulfilled.

If the worker or employer terminate an employment contract without taking consideration of the above-mentioned provisions, they are obliged to compensate the other party an amount equivalent to wage of worker during notice period or the remaining period of the notice period.

Sources: §1 and 9 of Federal Decree Law No. 33 of 2021; §11 of Cabinet Resolution No. (1) Of 2022 on the Implementation of Federal Decree Law no. (33) of 2021 regarding the regulations of labour relations

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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)(I) and 62(6) of the DIFC Employment Law No. 2 of 2019

Notice Requirement

Labour Law has detailed regarding the notice period for termination of an employment contract. Either party may terminate the employment contract provided that the other party is notified in writing. While the notice period can be decided between the parties, its range lies between 30 to 90 days. The worker is entitled to full wages during the notice period and is bound to work during this period.

Payment in lieu of notice is allowed under the law and the party not abiding by the notice is obliged to pay a compensation called notice period allowance in case of failure to provide a notice period, which should be equivalent to the full wage of worker for full notice period or for remaining part. The worker has right to one day leave per week during notice period for job search.

The employment contract is terminated in case of written agreement between both parties, upon reaching its expiry date, based on either party's consent, due to demise or invalidity of worker, and for other reasons stated in law.

The employer can terminate an employment contract without notice after conducting a written investigation with the worker in the following cases:

- i. Adoption of a false identity or nationality or submission of forged documents or certificates;
- ii. Committing an error causing substantial material loss to the employer provided that the employer informs the Ministry of the incident within seven working days

- from having knowledge of the incident;
- iii. Violation of instructions concerning safety of the place of business provided that such instructions are displayed in writing at conspicuous places.
- iv. Failure to perform basic duties under the contract of employment and the worker persists in violating them despite formal investigation with him in this respect and warning him of dismissal twice if the same is repeated;
- v. Reveals a work secret related to industrial or intellectual property;
- vi. found intoxicated/drunk or under the influence of drugs during working hours;
- vii. assaults the employer, the manager or any of his colleagues during the course of his work, by any means;
- viii. if worker is absent for more than twenty intermittent days during one year or more than seven consecutive days without providing an acceptable reason;
- ix. exploits his position in an illegal way to obtain personal results and gains;
- x. Joins another establishment without abiding by the rules and procedures prescribed in law.

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 worker as required under the Labour Law or employment contract, by providing a notification of fourteen working days to the Ministry prior to quitting;
- ii. After informing the Ministry within five working days, if the employer or his legal representative has assaulted the worker;

- iii. If there is a grave danger at the workplace that threatens the worker's safety or health and appropriate actions are not taken by the employer to eradicate such a danger;
- iv. If the worker is instructed to perform a task different from the work agreed upon in employment contract, without his consent.

The employer is prohibited to terminate an employment contract on the basis of health while the worker is on legally accrued sick leave.

A termination of contract by employer is considered illegitimate if the termination is due to filing a valid serious complaint to the Ministry or filing a lawsuit against the employer. In this case, employer is obliged to pay a compensation considering the damage caused and the term of service of worker. The amount of compensation does not exceed the worker's wage for a period of 3 months. In any case the worker is entitled to a notice period as well as his end of service benefits.

In case of an illegitimate termination of employment contract by foreign worker, he is not given a work permit for a period of one year from the absence of work and it is also not permissible for any other employer, who is aware of the same, to employ him or keep him in his service during that period.

The employment contract remains intact in the event of a change in the establishment's form or legal status. Worker may transfer to another work in case the contract is not renewed, employer terminates the contract without any reason and due to all the reasons mentioned in above paragraphs.

To terminate an indefinite term contract that was concluded before the enforcement of new Labour Law (prior to February 2022), either party may terminate such a contract for a legitimate reason, after notifying the other party in writing for the following periods:

1. At least 30 days if the length of service is less than five years;
2. At least 60 days if the length of service is five to ten years;
3. At least 90 days if the length of service is more than 10 years

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

Sources: Ministerial Decree on the termination of employment contract (No. 765 of 2015); §1, 42-50 & 65 of Federal Decree Law No. 33 of 2021; §27 of Cabinet Resolution No. (1) Of 2022 On the Implementation of Federal Decree law no. (33) of 2021 regarding the regulations of labour relations.

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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

According to the Labour Law, both national and foreign workers are entitled to severance pay on termination of employment contract once they have completed at least a year of continuous service with the employer. 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 foreign worker who has completed one year

of continuous service shall receive a benefit for the portion of the year spent working, proportionate to the duration of employment. The calculation of service term for the benefit excludes any unpaid days of absence from work. When determining the end of service benefits (severance pay), the worker's entitlement is based on their last basic wage. This applies to individuals who receive wages on a monthly, weekly, or daily basis. For those paid on a piecework basis, the average daily wage mentioned in the applicable provisions is used. The total severance pay for the foreign worker do not exceed two years' worth of wages. The employer has the authority to deduct certain amounts from the end of service benefits. These deductions may include loan repayments, recovery of unpaid contributions towards the end of service, retirement pensions or insurance as required by the prevailing state legislation, penalties specified in the establishment's approved regulations for worker violations sanctioned by the Ministry, debts resulting from court judgments against the worker, and expenses for repairing damage caused by the worker's fault or violation of the employer's instructions. Such damage may include the loss, destruction, or damage of tools, machines, products, or materials owned by the employer. These deductions are carried out in compliance with the conditions and procedures outlined in the Implementing Regulation.

Furthermore, employers must pay wages and other entitlements within fourteen days of the termination of contract. However, severance pay is not applicable to temporary employment of less than one year.

Furthermore, according to the Cabinet Resolution No. (1) of 2022, the severance

pay for part-time or job-sharing workers is calculated by dividing the number of working hours in their contract by the number of working hours in a full-time contract, then multiplying that percentage by the severance pay due to a full-time worker. This only applies if the worker has been employed for more than a year. Temporary employees who have worked for less than a year are not eligible for end of service benefits/severance pay.

Sources: §§51-53 of Federal Decree Law No. 33 of 2021; §29 and 30 of Cabinet Resolution No. (1) Of 2022 On the Implementation of Federal Decree Law No. (33) of 2021

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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 & DFIC has not ratified the Convention 156 and 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:

- DIFC Employment Law No.2 of 2019
- Federal Decree Law No. 33 of 2021
- Cabinet Resolution No. (1) of 2022 on the Implementation of Federal Decree law no. (33) of 2021

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).

In line with the newly enacted Federal Law No. 33 of 2021, male workers are entitled to paternity leave (legislation uses the words parental leave) of five working days either continuously or intermittently, within six months from the date of childbirth. The paternity leave is awarded on submission of the proof of childbirth.

Sources: §39 of the DIFC Employment Law No.2 of 2019; §32 of the Federal Decree Law No. 33 of 2021; §21 of the Cabinet Resolution No. (1) of 2022 on the Implementation of Federal Decree law No. (33) of 2021

Parental Leave

There is no provision in the UAE Labour Law regarding parental leave.

Flexible Work Option for Parents / Work-Life Balance

A flexible work arrangement is generally an agreement between a workplace and a worker to change the standard working arrangement to better accommodate a worker's personal or family commitments outside work. The arrangements usually include changes to the working hours, pattern, and location of work. Examples include flexible start and finish times, flexible arrangement of working hours on different days of the week, and allowing for remote working on some days of the week.

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

Source: §7 of Federal Decree Law No. 33 of 2021

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 & DFIC has not ratified the Conventions 103 and 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:

- DIFC Employment Law No. 2 of 2019
- Federal Decree Law No. 33 of 2021

Free Medical Care

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

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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 no general or specific provision regarding protection and safety of pregnant/nursing women workers in the Federal Decree Law No. 33 of 2021.

Under the earlier law, there used to be general provision regarding protection and safety of women workers. They were prohibited to be employed in places that were hazardous, harmful or detrimental to their health or morals or any other workplace specified by the Ministry of Labour & Social Welfare. This provision has now been removed.

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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 60 days of maternity leave, where first 45 days are fully paid and the following 15 days are half paid. Employer is obliged to allow leave upon her request starting from the last day of the month preceding immediately the month in which she is expected to give birth.

Women workers are entitled to further 45 days unpaid leave after completion of her maternity leave. These extra leave days can be availed in the case of worker's own sickness after pregnancy or illness of the newborn. However, the worker must provide a medical certificate as a proof. This period is excluded from service term while calculating the severance pay or retirement contributions.

The female workers are also entitled to a maternity leave in case of pre-mature (six

months or more after pregnancy) childbirth, whether the foetus is born dead or alive then died.

Similarly, if the child born is sick and needs constant care, the female worker is entitled to a fully paid leave of thirty days soon after maternity leave ends. She has the right to further extend the leave to thirty more days however such leave is unpaid.

Sources: §30 of Federal Decree Law No. 33 of 2021

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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

The Labour Law provides for a paid maternity leave of 60 days. The first 45 days are fully paid while the remaining 15 days are half paid. Maternity leave is paid by the employer. Maternity leave is paid by the employer.

Sources: §30 of Federal Decree Law No. 33 of 2021.

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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

Labour Law prohibits termination of female worker on account of pregnancy and while having a maternity leave or her absence from work due to maternity leave, whether paid or unpaid.

Source: §30 (8) of Federal Decree Law No. 33 of 2021

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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.

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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, female workers must be granted breastfeeding breaks for maximum 6 months after the child's birth. These nursing breaks are provided once or twice a day in addition to the normal rest breaks. The time period for these breaks must not exceed an hour. These breaks are treated as working hours and do not lead deduction in employee's remuneration.

Sources: 30 (9) of Federal Decree Law No. 33 of 2021.

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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 & DFIC 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:

- Federal Decree Law No. 33 of 2021
- Cabinet Resolution No. (1) of 2022
- DIFC Employment Law No. 2 of 2019

Employer Cares

Under the new Labour Law, the provisions contained regarding public health and all resolutions issued for the implementation, are applicable to all establishments.

Under the Federal Law No. (13) of 2020, an employer is required to protect the health and safety of workers and provide appropriate practical measures to prevent, reduce or eliminate health hazards at the workplace in accordance with the provisions of Labour Law. The duties of employer include provision of protective equipment to ensure safety from workplace diseases and injuries, training regarding workplace safety and conducting evaluations to ensure that everyone at workplace meets occupational safety requirements.

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 instructions related to precautionary measures and warning signs must be written in Arabic or other language that workers understand, and should be displayed on prominent places.

First-aid kits under the supervision of medical aid specialists should be provided by employer.

Employers must ensure the health and safety of workers by implementing measures including provision of

appropriate fire extinguishers and taking precautionary measures to protect workers from risks of falls, falling objects, flying shards, sharp objects, caustic or hot liquids, flammable or explosive materials.

It is the responsibility of Ministry of Human Resources and Emiratization to coordinate with the authorities concerned with the public health and occupational safety of workers. The Ministry is responsible to monitor employer's compliance with respect to the provision of health insurance for workers; coordinate with local federal authorities regarding health and safety; continually verify the standards of health and safety; monitor, inspect and apply administrative penalties to establishments that violate occupational health and safety regulations and circulate resolution provided by public health authorities.

Source: §36 of Federal Decree Law No. 33 of 2021; §22 and 23 of Cabinet Resolution No. (1) of 2022 on the Implementation of Federal Decree law no. (33) of 2021 regarding the regulations of labour relations

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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.

Each employer has:

- a. To furnish necessary preventive measures for safeguarding workers against injuries, occupational diseases, fire hazards, and risks arising from the use of machinery and work tools. The employer must also implement any other preventive measures mandated by the Ministry in this regard.
- b. To assign a medical aid specialist for first-aid supervision and ensure the provision of all necessary supplies in each first aid kit.
- c. To provide the necessary means for fire prevention and appropriate extinguishers suitable for the materials present at the establishment and used in production processes.
- d. To take continuous measures to ensure that workplace conditions

offer sufficient health and safety protection for the workers.

- e. To take appropriate practical measures to prevent, reduce, or eliminate health hazards in the workplace.
- f. To take necessary precautions to safeguard workers against risks such as falls, falling objects, flying debris, sharp objects, caustic or hot liquids, flammable or explosive materials, and any other harmful substances. Furthermore, necessary precautions must be taken to protect workers from hazards related to compressed gases and electricity.
- g. Workers are required to use the provided protective equipment and clothing. They must adhere to all employer instructions aimed at their protection, refrain from actions that impede those instructions, and comply with orders and instructions concerning work safety and security measures. Workers must utilize preventive measures and take responsibility for their maintenance. They are prohibited from actions that result in non-compliance with the aforementioned instructions or misuse, damage, or destruction of the preventive means provided for the health and safety of workers. The employer has the authority to establish regulations outlining penalties for workers who violate these provisions.

Source: §36 of Federal Decree Law No. 33 of 2021; §22 of the Cabinet Resolution No. (1) of 2022 on the Implementation of Federal Decree law no. (33) of 2021 regarding the regulations of labour relations

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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

According to the Cabinet Resolution, employer must inform the workers about risks involved in their occupation and the preventive measures that must be taken to avoid the risk upon commencement of employment. It is employer's responsibility to train workers about the safety methods given in the instructions on worker protection. Employers are further required to put in a visible place at the workplace detailed and clear instructions on the means of preventing fires and protecting workers from the risks they might be exposed to while on duty, the methods of preventing them and the manner of dealing with accidents caused by them, provided that the instructions are in Arabic and in another language that the workers understand when necessary. The employer shall likewise put warning signs on the approach to the hazardous areas. Furthermore, employers are also required to train juveniles to observe standards of occupational safety and health.

Source: §36 of the Federal Decree Law No. 33 of 2021; §4 & 22 of the Cabinet Resolution No. (1) of 2022 on the Implementation of Federal Decree law no. (33) Of 2021 regarding the regulations of labour relations

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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

According to the Law No. 33, the Ministry's officials, who have been authorized through a Minister of Justice resolution in agreement with the Minister, are designated as law enforcement officers. It is their responsibility to identify violations of the provisions outlined in Law, its implementing regulations, and the resolutions devised for its implementation. These officials will have the authority to enter relevant establishments, inspect for any violations, and document the necessary minutes and records.

Similarly, the Cabinet Resolution stated that the implementing regulation define the specific procedures for conducting work inspections. Competent inspectors appointed by the Ministry conduct labour inspections, possessing the following powers and competencies:

- a. Ensuring the proper enforcement of the legislation particularly pertaining to working conditions, wages, and worker protection during duty;
- b. Furnishing employers and workers with information and technical guidelines to facilitate the effective implementation of legislation;
- c. In case a violation is identified during an inspection, the inspector compiles a report to document the violation and submits it to the appropriate authority for necessary actions against the offender;
- d. When necessary, the labour inspector may seek assistance from competent administrative or security authorities;
- e. Inspectors employ the mechanisms, systems, channels, and forms established by the Ministry to detect and confirm violations;
- f. Employers and their representatives are obliged to provide labour inspectors with the essential facilities and data to carry out their responsibilities and must comply with their summons or send a representative if required. The Minister may issue the necessary mechanisms to regulate the work of the inspectors and the inspection procedures.

Any individual found guilty of the following actions is subject to a fine ranging from 20,000 to 100,000 UAE Dirham:

- a. Providing false information or documents with the intention of recruiting a foreign worker to the country for employment purposes;
- b. Hindering or obstructing an employee assigned to enforce the labour legislation. This includes attempts or acts aimed at impeding the employee from carrying out their duties,

whether through the use of force, violence, or threats thereof.

- c. Divulging confidential work-related information that the individual had access to in their capacity as a public officer responsible for implementing the provisions outlined in the legislation, even after leaving the position.

Source: §57 of Federal Decree Law No. 33 of 2021; §33 of Cabinet Resolution No. (1) of 2022 on the Implementation of Federal Decree law no. (33) Of 2021 regarding the Regulations of Labour Relations

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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 & DFIC has not ratified the above-mentioned Conventions.

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:

- DIFC Employment Law No. 2 of 2019
- Federal Decree Law No. 33 of 2021
- Cabinet Resolution No. (1) of 2022 on the Implementation of Federal Decree law no. (33) of 2021

Income

In the event that a worker contracts a non-work-related illness, they must notify their employer or representative within a maximum of three (3) working days. Additionally, they should provide a medical report from a recognized medical institution detailing their health status.

During the probationary period, the worker is not entitled to any paid sick leave. However, the employer has the discretion to grant unpaid sick leave based on a medical report from a recognized medical institution, indicating the necessity of granting such leave.

Following the completion of the probationary period, the worker is eligible for a sick leave period of up to ninety (90) consecutive or intermittent days per year. The entitlement is distributed as follows:

- a. The first fifteen (15) days with full pay;
- b. The subsequent thirty (30) days with half pay; and
- c. The remaining period (45 days) without pay.

However, sick leave benefits are not paid if the sickness results from the employee's own misconduct (consumption of alcohol or narcotics, violation of regulations regarding crises and disasters, traffic regulations or any safety procedure). Furthermore, if the worker is unable to

resume work after completing the sick leave mentioned in this law, the employer reserves the right to terminate the worker's employment. However, the worker must receive all their financial entitlements in accordance with the provisions outlined in this law.

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 (10) of Federal Law no. (9) of 2022 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: §31 of Federal Decree Law No. 33 of 2021; §20 of Cabinet Resolution No. (1) Of 2022 on the Implementation of Federal Decree law no. (33) of 2021 regarding the Regulations of Labour Relations; §10 of the Federal Law no. (9) of 2022 on Domestic Workers

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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

Medical Care

The employers should bear medical care costs, and insurance expanses/contributions of workers in accordance with the law. Furthermore, the first 15 days sickness leave are fully paid while the subsequent thirty days will be half paid.

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

Source: §13 (8, & 9) of Federal Decree Law No. 33 of 2021

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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 reinstatement 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. Nonetheless, in the event that the worker is unable to resume his duties after completing the sick leave mentioned in the law, the employer reserves the right to terminate the worker's employment. It is imperative, however, that the worker receives all his financial benefits as outlined in this Decree-Law and its Implementing Regulation.

Source: §31 (5) & 37 of Federal Decree Law No. 33 of 2021

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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 without deviation from the normal route.

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 equal to the basic wage of the worker for 24 months which cannot be less than AED 18,000 and not more than AED 200,000. 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: §37 of Federal Decree Law No. 33 of 2021; §23 of Cabinet Resolution No. (1) Of 2022 On the Implementation of Federal Decree law no. (33) Of 2021 regarding the Regulations of Labour Relations

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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 & DFIC has not ratified the above-mentioned Conventions.

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)

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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 discontinue 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

Under the Federal Decree Law No. 13 of 2022 concerning the Unemployment Insurance Scheme, a mandatory unemployment insurance scheme has been launched, effective from 1 January 2023. The scheme provides Emiratis and residents working in the federal and private sectors, financial support if they lose their jobs, as a result of termination by their employers. The financial support is provided in exchange of a monthly insurance premium paid by workers during their employment.

To qualify for compensation, the insured worker must fulfil the following requirements:

- The worker must have maintained continuous subscription for a minimum period of twelve (12) months in the scheme.
- The worker must not have been dismissed for disciplinary reasons under the federal government's Labour Relations Law, Human Resources Law, or any relevant legislation.
- Compensation will not be granted if the worker has engaged in fraud or deception when making a claim, or if the establishment where they work is fictitious. In such cases, both the establishment and the insured worker be subject to penalties and fines outlined in the Labour Relations Law and other applicable legislation.
- If a worker/employee is hired by a different employer during the period of entitlement to compensation, the payment of compensation ceases.
- If the individual meets the aforementioned requirements, they are eligible for; A monthly compensation equal to 60% of their contribution salary, for a period of three months starting from the date of unemployment. The maximum compensation amount is set at Dhs. 20,000 (twenty thousand dirhams).
- Each claim can be made for a three-month period, as long as the total coverage period does not exceed twelve (12) months during the insured's employment in the UAE labour market.
- It is possible to negotiate additional benefits between the insured worker and the service provider.
- The compensation payments provided by this Decree-Law do not

undermine any other legally
mandated compensation or
entitlements available to the insured.

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.

Convention 190 (2019) is about elimination of violence and harassment in the world of work.

UAE & DFIC has ratified the Conventions 100 and 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.

Convention No. 190 recognizes the right of everyone to a world of work free from violence and harassment. It defines violence and harassment as “a range of unacceptable behaviours and practices, or threats thereof, whether a single occurrence or repeated, that aim at, result in, or are likely to result in physical, psychological, sexual or economic harm, and includes gender-based violence and harassment”. This definition covers physical abuse, verbal abuse, bullying and mobbing, sexual harassment, threats and stalking, among other things.

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
- 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)
- Federal Decree Law No. 33 of 2021

Equal Pay

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

Source: §4 (4) of the Federal Decree Law No. 33 of 2021.

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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

Sexual harassment; verbal, physical or psychological violence committed against workers by the employer, senior or colleague is prohibited in Labour Law. However, punishment in this regard is not mentioned rather it is documented in the Penal Code.

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: §248 & 359 of the Penal Code 1987; §14 (2) of the Federal Decree Law No. 33 of 2021.

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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.

Discrimination on the basis of race, colour, sex, religion, national or social origin, disability, or on the basis of employment, in the maintenance of a job and the enjoyment of its benefits, is prohibited in Labour Law. Employers are prohibited to discriminate against workers in jobs of similar nature.

However, employers are obliged to prefer UAE nationals during recruitment and selection procedure to enhance the participation of UAE citizens. 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; Federal Law (No. 2 of 2015) on combatting Discrimination and Hatred; §4 of the Federal Decree Law No. 33 of 2021.

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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

The Federal Decree Law No. 33 states that there should be no discrimination on the basis of sex which can nullify or impair equality of opportunity or equal treatment in the employment. Employers are also prohibited to discriminate against the workers in jobs involving similar tasks. Furthermore, a woman is granted a wage equal to the wages of a man if she performs the same work, or an alternative work of equal value. The 1980 Labour Law prohibited employment of women during night hours (10 pm and 7 am), however the new law (No. 33 of 2021) allows women workers to work during night hours without any conditions

Sources: 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); §4 of the Federal Decree Law No. 33 of 2021

11/13 MINORS & YOUTH

ILO Conventions

Minimum Age: Convention 138 (1973)

Worst Forms of Child labour: Convention 182 (1999)

UAE & DFIC has ratified the Conventions 138 and 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:

- 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
- Federal Decree Law No. 33 of 2021
- Cabinet Resolution No. (1) of 2022 on the Implementation of Federal Decree law no. (33) of 2021

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.

According to Cabinet resolution No. (1), the employment of juveniles in the following types of work and occupations is prohibited:

- Work in industries that are hazardous or harmful.
- Occupations that, due to their nature or the circumstances in which they are performed, pose a risk to the health and safety of juveniles.

Additionally, a ministerial decree, in consultation with relevant authorities, will define what constitutes dangerous work, strenuous work, or work that is inherently detrimental to the health, safety, or morals of juveniles.

Employers of juveniles are required to adhere to the following procedures:

- Maintain a specific record for each juvenile, including their name and age, the full name and contact information of their guardian or custodian, the juvenile's place of residence and that of their custodian, the date of employment, and the type of work they are engaged in.
- Provide insurance coverage for juveniles similar to regular workers.
- Provide training to juveniles to ensure they adhere to occupational safety and health standards.
- Display regulations pertaining to the employment of juveniles in a visible manner at the workplace.

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); §5 of the Federal Decree Law No. 33 of 2021; §4 of the Cabinet Resolution No. (1) Of 2022 On the Implementation of Federal Decree law no. (33) Of 2021 regarding the Regulations of Labour Relations

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Minimum age for employment in DIFC is 16 years,

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

Minimum Age for Hazardous Work

Juvenile is defined as “a person who has reached fifteen years old but has not yet exceeded eighteen years old”. The Labour Law prohibits employing juveniles in arduous work and works that are detrimental to their health and safety or are against morals.

Under any circumstances, juveniles are not allowed to work beyond the regular working hours (prohibition of overtime) and at night time (19:00 to 7:00). Juveniles are further prohibited from working on weekends and holidays.

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.

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: §5 of the Federal Decree Law No. 33 of 2021; §4 of the Cabinet Resolution No. (1) Of 2022 On the Implementation of Federal Decree law no. (33) Of 2021 regarding the Regulations of Labour Relations

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 & DFIC has ratified both 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
- DIFC Employment Law No. 2 of 2019
- Federal Decree Law No. 33 of 2021

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.

Labour Law prohibits employers from forcing the workers, threatening them with penalties or compelling them to work against their will.

Source: §34 of the Constitution of the United Arab Emirates 1971; §14 (1) of the Federal Decree Law No. 33 of 2021

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 at least one month but not more than 90 days, 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: §42, 43 & 45 of the Federal Decree Law No. 33 of 2021

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); §19(1) of Federal Decree Law No. 33 of 2021

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 & DFIC has not ratified both 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:

- 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.

According to the Decree No. (33) of 2022, employers can submit a complaint against unsettled dispute to the Ministry of Human Resources and Emiratisation. The Ministry is responsible to settle the dispute, otherwise, it is referred to Collective Labour Disputes Committee whose decision is deemed final. Furthermore, as per Cabinet Resolution no. (1), when an employer and the workers or a group of workers in an establishment have a dispute that cannot be resolved through mutual agreement, the complainant must follow these rules and procedures:

- The complaint should be filed using the specified channels of the Ministry.
- Clearly state the nature and amount of the claims.

- File the complaint within two weeks from the date of the dispute.

The Ministry has the authority to request relevant establishments to implement a temporary seizure to safeguard the rights of the workers.

If the workers' claims are validated, the Ministry may utilize/liquidate the designated bank account or insurance, even without the employer's consent. Additionally, the Ministry can employ other measures or actions to ensure the payment of the workers' entitlements.

In accordance with the procedures outlined by the Minister's resolution, the Ministry will attempt to settle the dispute. However, if for any reason a settlement cannot be reached or if the parties fail to comply with the agreed-upon settlement, the dispute will be referred to the Collective Labour Disputes Committee.

The Collective Labour Disputes Committees, established through a Cabinet resolution based on the Minister's recommendation, is responsible for resolving the referred disputes. The committee's decision is final and enforceable by the competent court.

Source: §56 of Federal Decree Law No. 33 of 2021; §52 of Cabinet Resolution No. (1) Of 2022 On the Implementation of Federal Decree law no. (33) Of 2021 regarding the Regulations of Labour Relations

Dubai International Financial Centre

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

Right to Strike

There is no provision for the right to strike in labour law.

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.

QUESTIONNAIRE

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Check

DecentWorkCheck United Arab Emirates is a product of
wageIndicator.org and <https://rawateb.org/uae>



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"/>

* On question 7, only 3 or 4 working weeks is equivalent to 1 "YES".





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- | | | | | |
|-----|---|---|--------------------------|--------------------------|
| 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.




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	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"/>

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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 34 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.