

General Directives

The U.A.E. Labour Law is comprehensive & regulates all the aspects of the labour relations. It is an advanced & balanced law that brings several benefits to employees & workes.

The respect & observation of the law & its provisions achieve stable relationships at work. This stability is the key to progress. Pursuant to this concept, the Ministry of Labour is publishing this guide to the manpower & to all parties concerned with the labour relations in the U.A.E., & it advises the manpower to abide by the following:

- A. Be punctual with the working schedules.
- B. Do not fail to come to work without a prior permission or acceptable reason.
- C. Abide by the orders of your chiefs.
- D. Do not mess with the machines & equipment at work.
- E. Don't assault your chiefs or direct in-charge neither by say nor by act.
- F. Do not feign illness & do not neglect the health & work safety instructions.
- G. Do not abscond from work whatever the circumstances.
- H. Do not fail to come to work at the end of your annual leave or any other leaves.
- I. Should you have any grievance, try to solve it amicably with the concerned parties at your Company.
- J. Should you fail to solve any grievance at your Company, you have to put the issue up to the Concerned Labour Department & you should follow their advice to settle same.
- K. As you enter the U.A.E., make sure that your employer has obtained your Labour Card from the Ministry of Labour

Work Permits

How to Obtain a Work Permit?

1. To obtain a work permit, the foreign worker should be sponsored by an establishment licensed and registered with the Ministry of Labour.
2. The Ministry of Labour issues the work permit under specific terms, and the worker should fulfill the conditions hereunder:
 - 2-A. The worker should be between 18 & 60 years of age.
 - 2-B. The worker should have professional or academic qualifications useful to the U.A.E.
 - 2-C. The worker should hold a passport valid for at least six months.
 - 2-D. The worker should be medically fit & not suffering from any illness.

Employment Contracts & Labour Cards

A. Employment Contracts

1. As the worker arrives to the U.A.E., he/she should have an employment contract with the establishment hiring him/her. The contract should be written in Arabic & may be written in English.
2. The employment contract should be made in three copies, one to be kept with the worker, another with the employer & the third with the competent labour department (make sure you have your copy from the contract, and you should keep it throughout the contract term).
3. The employment contract should state the date of commencement, type, place, term, the duration & the salary.
4. The competent Labour Department should review & certify the employment contract.

B- The Labour Card

1. The Employer should obtain a labour card for the recruited worker within 60 days of the latter's arrival to the U.A.E. Should the employer fail to do so, he/she would be liable for the payment of the fines due thereon. In this case, the worker would have carried out his/her work in breach of the law & the regulations of the employment of foreign labour. In such circumstances, we advise the workers to notify the competent labour department to take the necessary action against the employer.
2. The worker should be medically fit to perform the work he/she was hired for & should not be suffering from any disease. This should be proved by a medical certificate for each worker, issued by

a competent medical concern in the U.A.E. as per the relevant instructions.

3. The card is valid for three years renewable for a similar period, with the consent of the employer & the worker. In this case, it should be renewed within 60 days from the date of expiry. The card may not be renewed after the lapse of this period unless the employer submits an acceptable justification to the Ministry. In this case, the Ministry will collect the fees prescribed as fines for the delay to renew the card. The worker may not continue to work after the expiry of his/her labour card.

As the worker is the one who would suffer the prejudice arising from the non-renewals of the labour card, he/she should claim the employer to renew it, as long as the labour relationship is still going on. If the employer did not respond, we advise the worker to notify the competent labour department to take the necessary procedure against the employer.

4. The employer undertakes to pay the fees due on the employment contract & the labour card as well as the fines due on the failure to obtain or renew the labour card within the defined delays.
5. All workers should carry their labour cards when they move around in the U.A.E.

Work Hours & Leaves

1. The maximum number of ordinary working hours is eight hours a day or 48 hours a week. These working hours may be decreased or increased if approved by the Ministry of Labour & Social Affairs, depending on the field & the nature of work. Article 65 of the Labour Law; The ordinary working hours will be decreased by two hours in Ramadan. The time of commutation is not calculated with the working hours.

2. The worker shall cash at least 25% of his/her salary against any overtime. If he/she was required to work overtime between 9 p.m & 4 a.m. he/she will receive 50% of his/her salary. The overtime may not exceed two hours except in cases of major force.

3. Friday is the weekend for all workers, except for the per day manpower. If, the worker had to work on Friday, he/she should have another day to relax or receive the basic salary for the ordinary working hours plus at least 50% of that salary.

4. The worker is entitled to an annual leave for each year of service; his/her leave may not be less than:
 - A. Two days for each month if his/her term of service is more than six months & less than one year.
 - B. 30 days for each year if his/her term of service exceeded one year.

5. If worker who had spent three months of continuous service after the probationary period suffered from an illness, he/she would be entitled to a sick leave of no more than 90 consecutive or intermittent days for each year of service. It will be computed as follows:
 - A. First Fifteen Days = Full Pay
 - B. Next Thirty Days = Half Pay
 - C. Following Periods = No Pay

6. Workers are entitled to other leaves:

A. Ten days of official holidays per year.

B. Hajj Leave : it is a special leave for Muslim workers granted once during the term of service. It is granted without pay & is not computed with the other leaves. It may not exceed 30 days.

C. Maternity Leave : The working lady will benefit from a maternity leave of 45 days against a full pay, including the period before & after delivery. The term of service of the female worker should be one year at least other wise, half pay is required when less than one year's service has been performed . Moreover, the working female may stop working for a maximum period of 100 days consecutive or intermittent, without pay, if the same is due to an illness that hinders her from coming back to work. Such illness shall be proved by a medical certificate issued by the medical concern appointed by the competent medical authority, or certificate attested by this authority, such leave is not computed with other leaves.

Labour Disputes

1. Labour disputes may be individual, relating to one worker or collective when there is a dispute between the employer & his/her workers about a mutual interest of all the workers or a special team. Whether the dispute is individual or collective, both litigants should seek to settle it amicably, if they failed to do so, the issue will be put up to the competent Labour Department. The law describes a comprehensive method to settle disputes through the Ministry of Labour or courts as regards the individual dispute & through the Ministry's mediation & Reconciliation Committees, Courts & the Supreme Arbitration Committee as regards the collective labour disputes.

2. It is worth noting that in all cases, the claim for any right as due pursuant to the provisions of the Labour Law, may not be raised after the lapse of one year. Moreover, to be heard accuse should be put up to the Court by the competent Labour Department.

Termination of the Employment Contract

The employment contract shall be terminated in any of the cases hereunder:

1. In the event of mutual consent by both parties to terminate the contract provided that the worker's consent is made in writing.
2. On expiry of the period specified in the contract unless the contract is expressly or implicitly extended in accordance with the provisions hereof.
3. At the discretion of either party in unlimited employment contracts provided parties abide by the provisions of this Law regarding warnings & acceptable causes for termination of the contract without being arbitrary.
4. The employer & employee may terminate an unlimited term contract for a valid reason, at any time after the conclusion thereof, by a written notice served at least 30 days prior to the termination.

As for the by day workers, the period of notice shall be as follows:

- A. One week if the workman/ women has been working for more than 6 months but less than one year.
 - B. Two weeks if the workman has been working for at least one year.
 - C. One month if the workman has been working for at least five years.
5. The employer may dismiss the worker without notice in the following cases:
- A. If the worker adopts a false identity or nationality or if he/she submits forged documents or certificates.
 - B. If the worker is appointed under a probationary period & dismissal occurred during or at the end of said period.
 - C. If he/she commits an error causing substantial material loss to the employer provided that the latter advises the labour department of the incident within 48 hours from having knowledge of the same.

- D. If the worker violates instructions concerning safety of the place of business provided that such instructions are displayed in writing at conspicuous places & in case of an illiterate worker the latter be informed verbally of the same.
- E. If he/she fails to perform his/her basic duties under the contract of employment & persists in violating them despite formal investigation with him in this respect & warning him of dismissal if the same is repeated.
- F. If he/she divulges any secrets of the establishment where he/she is employed.
- G. If he/she is awarded final judgement by the competent court in respect of an offence prejudicing honour, honesty or public morals.
- H. If during working hours he/she is found drunk or under the influence of drug.
- I. If in the course of his/her work he/she commits an assault on the employer, the manager or any of his/her colleagues.
- J. If he/she absents himself without lawful excuse for more than twenty intermittent days or for more than seven successive day during one year.

End of Service Benefits

1. The worker, who has completed one year or more in the continuous service, is entitled to the end of service benefit at the end of his/her service. Days of absence from work without pay are not included in computing the period of service, & the benefit is to be calculated as follows :

A. Twenty one days pay for each year of the first five years of service.

B. Thirty days pay for each additional year provided that the entire total benefit shall not exceed two years pay.

2. The end of service benefit shall be computed on the basis of the last salary which the worker was entitled to, in respect of those drawing their salary per month, week or day, & on the basis of the average daily wage stipulated in Article (57) in respect of those drawing their wages on piece work basis. Allowances are not included.

3. If a worker under a contract with unlimited period has left his/her work at his/her own option after a continuous service of not less than one year & not more than three years, he/she shall be entitled to two third of the end of service gratuity provided for in the previous Article, where the coemtinuous period of service exceeds 3 years but 5 years, he/she shall be entitled to tow thirds of such gratuity.

If the period of his/her continued service exceeded 5 years he/she becomes entitled to the full benefits.

4. If a worker under a contract with limited period leaves his/her work before the end of the contract period he/she shall not be entitled to end of service benefits unless the period of his/her continuous service exceeds five years.

5. The worker shall be fully deprived of the end of service benefit in any of the following cases:

A. If he/she is dismissed from service for any reason in accordance with Article (120) of the Labour Law which are listed in Part VIII, paragraph 5 of this guide.

B. If he/she leaves his/her work willings & without notice in cases other than those enumerated in Article (121) of the Labour Law with respect to unlimited period contracts or before he/she completes five years of continuous service with respect to limited period contracts.

Repatriation

After the worker had completed his/her term of service at the U.A.E., he/she should make the arrangements to leave the State immediately, otherwise his/her residence will be deemed illegal.

The Employer must take the following measures:

1. Cancellation of the work permit and repatriation of the worker to the place from which he/she was introduced or any other place agreed upon by the parties.
2. The employer shall bear the expenses of the repatriation of the worker.
3. In case the worker is engaged in employment with another employer subsequent to determination of the initial employment relationship such an employer shall bear the expenses of repatriation upon termination of service of the worker.
4. In case employment is terminated for a reason blamed on the worker, repatriation shall be at his / her own expense if he / she has sufficient means.
5. In case of death of the worker the coffin shall be transported at the expense of the employer.

Good Luck
Ministry of Labour