

## **Federal Decree by Law No. (33) of 2021 Concerning Regulating Labour Relations**

**We Khalifa bin Zayed Al Nahyan**

**President of the United Arab Emirates,**

- Upon reviewing the Constitution;
- Federal Law No. (1) of 1972 Concerning the Jurisdictions of Ministries and the Powers of Ministers, and any amendments thereto;
- Federal Law No. (6) of 1973 Concerning the Entry and Residence of Foreigners, and any amendments thereto;
- Federal Law No. (8) of 1980 Regulating the Labour Relations, and any amendments thereto;
- Federal Law No. (3) of 1987 Promulgating the Penal Code, and any amendments thereto;
- Federal Law No. (10) of 1992 Promulgating the Law of Evidence of Civil Transactions Law, and any amendments thereto;
- Federal Law No. (11) of 1992 Promulgating the Civil Procedures Code, and any amendments thereto;
- Federal Law No. (35) of 1992 Promulgating the Criminal Procedures Law, and any amendments thereto;
- Federal Law No. (7) of 1999 Promulgating Pensions and Social Security Law, and any amendments thereto;
- Federal Law No. (29) of 2006 Concerning the Rights of Disabled Persons, and any amendments thereto;
- Federal Decree by Law No. (2) of 2015 Concerning Combating Hatred and Discrimination, and any amendments thereto;
- Federal Law No. (13) of 2016 Concerning Judicial Fees Before Federal Courts;
- Federal Law No. (14) of 2016 Concerning Administrative Violations and Sanctions in the

Federal Government;

- Federal Law No. (13) of 2020 Concerning Public Health;
- And upon the proposal of the Minister of Human Resources and Emiratisation and the approval of the Cabinet;

**Have promulgated the following Federal Decree by law:**

## **Article (1)**

### **Definitions**

In application of the provisions of this Decree by law, the following words and phrases shall have the meanings assigned to each of them, unless the context otherwise requires:

<b>State</b>	:	United Arab Emirates
<b>Ministry</b>	:	Ministry of Human Resources & Emiratisation.
<b>Minister</b>	:	Minister of Human Resources & Emiratisation.
<b>Private Sector</b>	:	Companies, institutions, establishments, or any other entities wholly owned by individuals or jointly with the federal or local government, and companies and establishments wholly owned by the federal or local government unless their Articles of Associations stipulate that they are subject to the provisions of another law.
<b>Establishment</b>	:	Every economic, technical, industrial or commercial unit, or any other unit approved in the State, in which Workers are employed and whose objective is to produce or market commodities or to provide services, and which is licensed by the Competent Authorities.
<b>Employer</b>	:	Every natural or legal person employing one or more Workers in return for a Wage.
<b>Worker</b>	:	Every natural person authorised by the Ministry to work for one of the licensed Establishments in the State, under the supervision and direction of the Employer.

- Juvenile** : Every person who is between fifteen and eighteen years of age.
- Work** : Every human effort, whether intellectual, technical or physical, performed according to different types of work.
- Work Permit** : A document issued by the Ministry, according to which a natural person is allowed to work for a licensed Establishment.
- Employment Contract** : Every agreement concluded between the Employer and the Worker, in which the latter commits to work for the Employer and under his supervision and direction, in return for a wage that the employer is obligated to pay, according to the contract forms specified by the Executive Regulations of this Decree by law.
- Probation Period** : The period that may be required by the Employer, which enables the Employer to evaluate the Worker's performance, and enables the Worker to become familiar with his job duties and familiarise himself with the work environment, and according to which he shall determine whether the employment contract shall be continued or terminated in accordance with the provisions of this Decree by law.
- Warning Period:** : The notice period specified in the employment contract, which both parties to the contract shall abide by in the event that either of them wishes to terminate the employment contract.
- Basic Wage** : The wage specified in the employment contract, which is paid to the Worker in return for his work under the employment contract, on a monthly, weekly, daily, hourly or piece-meal basis, and does not include any other allowances or benefits in kind.

- Wage** : The basic wage, plus the cash allowances and benefits in kind that are decided for the Worker under the employment contract or this Decree by law, and it may include: The benefits in kind that the Employer is obligated to provide to the Worker or their cash equivalent, if they are determined as part of the wage in the employment contract or the Articles of Association of the Establishment, or the allowances to which the Worker is entitled to in return for the effort he exerts, or the risks he is exposed to in the performance of his work, or any other reasons; or the allowances given to meet the high cost of living, or a percentage of sales, or a percentage of the profits paid in return for what the worker markets, produces, or collects.
- Business Day** : The official working day determined by the resolutions implementing this Decree by law.
- Workplace** : The work location agreed upon in the employment contract, or in which the worker performs the duties and services agreed upon for the employer.
- Continuous Service** : The uninterrupted service with the same Employer or his legal successor from the date of commencement of work.
- Day** : Every worker receiving a daily wage.
- Labourer:**
- Work Injury:** : Any of the occupational diseases stipulated in the table issued by virtue of Cabinet resolution or any other injury arising from the Worker's work and sustained by the Worker while performing and as a result of such work. It is deemed as Work Injury any accident proven to be sustained by the Worker on his way to or back from his work, without any stopping or diversion from the usual route.

<b>Medical Authority</b>	:	Any federal or local government entity concerned with health affairs or any private health facility licensed to provide health services in the State.
<b>Worker's family</b>	:	Wife or husband, and male and female children.
<b>Individual Labour Disputes</b>	:	Any dispute between the Employer and one Worker individually, the subject matter of which is related to this Decree by law, its Executive Regulation and the resolution issued in implementation thereof.
<b>Collective Labour Disputes</b>	:	Any dispute between the Employer and his Workers, the subject matter of which is related to the common interest of all Workers or a group of them.

## **Article (2)**

### **Objectives**

This Decree by law aims to achieve the following:

1. Ensuring the efficiency of the labour market in the State, which contributes to attracting and maintaining the best competencies and future skills from the workforce, and providing an attractive business environment for Employers, which helps both parties to participate in achieving the State's national development goals.
2. Regulating labour relations and determining the rights and obligations of the parties in this legal relation in a balanced manner.
3. Enhancing the flexibility and sustainability of the labour market in the State by ensuring the protection of the parties to the labour relation, its developments, and the exceptional circumstances that they may face which may affect that relation.
4. Supporting and rehabilitating the capabilities and skills of Workers in the Private Sector, in a manner that enhances the efficiency and productivity of the workforce in the labour market in the State.
5. Providing protection to both parties to the labour relation and enabling them to obtain

their rights within the framework of this Decree by law.

### **Article (3)**

#### **Scope of Application**

1. The provisions of this Decree by law shall apply to all Establishments, Employers and Workers in the Private Sector in the State.
2. The following categories are not subject to the provisions of this Decree by law:
  - a. Employees of federal and local government agencies.
  - b. Members of the armed forces, police and security.
  - c. Domestic Workers.
3. The Cabinet may, upon a proposal by the Minister, exclude any category from being subject to all or some of the provisions of this Decree by law, and specify the legislation applicable thereto.

### **Article (4)**

#### **Equality and Non-Discrimination**

1. Discrimination between persons, on the grounds of race, colour, sex, religion, nationality, social origin, or disability is prohibited, which would weaken equal opportunities or would prejudice equality in obtaining or continuing a job and enjoying its rights. The Employer is also prohibited from practising discrimination in jobs with the same job functions.
2. Rules and procedures that enhance the participation of the State's citizens in the labour market are not deemed as discriminatory.
3. Without prejudice to the rights of working women stipulated in this Decree by law, all provisions regulating the employment of workers without discrimination shall apply to working women.
4. A woman shall be paid a wage similar to a man's wage if she performs the same work, or another work of equal value. A Cabinet resolution shall be issued, upon a proposal by the Minister, to determine the procedures, controls, and criteria necessary for evaluating work of equal value.

## **Article (5)**

### **Employment of Juveniles**

1. It is prohibited to employ any person before he completes fifteen years of age.
2. The following are required to employ a Juvenile:
  - a. A written consent of his guardian or custodian.
  - b. A certificate of health fitness for the required work issued by the Medical Authority.
  - c. The actual working hours shall not exceed six hours per day, and shall include one or more breaks, the total of which shall not be less than one hour. Such period(s) shall be determined so that the Juvenile shall not work for more than four consecutive hours.
  - d. He shall not work during the period between 7 pm and 7 am.
  - e. He shall not be employed in dangerous or arduous jobs or in jobs that are, by its nature, detrimental to his health, safety or morals, which are determined by a decision issued by the Minister in coordination with the Concerned Authorities.
  - f. He shall not be required to work overtime, or to stay at the workplace after the times fixed for him, or to work on rest days or official holidays.
3. The Executive Regulation of this Decree by law shall define the juvenile employment system, the procedures that the employer must abide by, the jobs in which it is prohibited to employ juveniles and the controls for excluding entities that provide juvenile vocational training and qualification, including charitable, educational and training institutions, from some provisions of this Article.

## **Article (6)**

### **Recruitment and Employment of Workers**

1. Work may not be practised in the State, and the Employer may not recruit or employ any Worker, except after obtaining a work permit from the Ministry in accordance with the provisions of this Decree by law and its Executive Regulation.
2. The Executive Regulation of this Decree by law shall determine the conditions, controls and types of work permits, and the procedures for granting, renewing and cancelling them.

3. It is not permissible to carry out the activity of recruitment or mediation to recruit or employ Workers without a licence from the Ministry, in accordance with the conditions and procedures specified in the Executive Regulation of this Decree by law.
4. The Employer is prohibited from charging the Worker the fees and costs of recruitment and employment or collecting them from him, whether directly or indirectly.
5. The Minister shall, in coordination with the Concerned Authorities in the State, issue the resolutions decisions regulating the jobs for which the recruitment and employment of workers is prohibited, and the controls therefor.

## **Article(7)**

### **Types of Work**

1. The work types to be contracted shall be according to the following:
  - a. Full-time, which is working for one employer for the full daily working hours throughout business days.
  - b. Part-time, which is working for one or multiple employers for a specified number of working hours or days.
  - c. Temporary work, which is work of which nature requires a specific period of time, or which focuses on a specific job and ends by the completion thereof.
  - d. Flexible work, which is work of which hours or working days change according to the volume of work and the economic and operational variables of the Employer. The Worker may work for the Employer for times that change according to work conditions and requirements.
  - e. Any other types specified by the Executive Regulation of this Decree by law.
2. The Executive Regulation shall determine the conditions and controls for work types, and the obligations of both the worker and the employer, according to each type.

## **Article (8)**

### **Employment Contract**

1. The Employer must conclude an employment contract with the Worker, according to the form of work agreed upon, provided that the contract is in two copies, one of which shall



be kept by the Employer and the other shall be handed to the Worker, in accordance with the forms specified by the Executive Regulation of this Decree by law.

2. The Worker or his representative may establish the employment contract, the amount of the wage and any of the rights he is entitled to under the provisions of this Decree by law and its Executive Regulation and the decisions issued in implementation thereof, by all means of evidence.
3. The employment contract shall be concluded for a definite period, renewable, based upon the parties' agreement.
4. In the event of an extension or renewal of the contract, the new period(s) shall be deemed to be an extension of the original period and shall be added thereto when calculating the Worker's continuous service period.
5. If both parties continue to implement the contract after the expiry of its original term or the expiry of the agreed-upon work without express agreement, the original contract shall be deemed to be impliedly extended with the same conditions stated therein.
6. Subject to Clause (3) of this Article, the Executive Regulation of this Decree by law shall determine the forms of employment contracts according to the approved skill levels, and the provisions for changing the contract from one type of work to another, and registering them with the Ministry.

## **Article (9)**

### **Probation Period**

1. The Employer may appoint the Worker under the Probation Period for a period not exceeding six (6) months as of the date of commencing work, and he may terminate the Worker's service during this period after notifying the Worker in writing at least fourteen (14) days prior to the date specified for termination of service.
2. A Worker may not be appointed under probation more than once with one employer, and if the Worker successfully passes the Probation Period and continues to work, the contract becomes valid in accordance with the terms agreed upon, and that period must be counted within the service period.
3. In the event that the Worker wishes to move, during the Probation Period, to work for

another employer in the State, he must notify the original Employer in writing within a period not less than one month as of the date of his desire to terminate the contract. The new Employer shall compensate the original Employer with the costs of recruiting or contracting with the Worker, unless agreed otherwise.

4. In the event that the foreign Worker wishes to terminate the employment contract, during the Probation Period, to leave the State, he must notify the Employer in writing, at least (14) fourteen days prior to the date specified for the termination of the contract. And in the event that he wishes to return to the State and obtain a new work permit within three (3) months as of the date of leaving, the new Employer shall pay the compensation stipulated in Clause (3) of this Article, unless agreed otherwise between the Worker and the original Employer.
5. If either party terminates the employment contract without observing the provisions of this Article, it shall pay the second party a compensation equal to the Worker's wage for the notice period or the remaining period of the notice period.
6. If the foreign worker leaves the State without being bound by the provisions of this article, he will not be granted a work permit to work in the State for a period of one year as of the date of leaving the State.
7. The Ministry may exempt some job categories, skill levels, or labour from the condition of not granting a work permit, stipulated in Clauses (4) and (6) of this Article, in accordance with the controls and procedures specified by the Executive Regulation of this Decree by law.

## **Article (10)**

### **Non-Competition Condition**

1. If the work assigned to the Worker allows him to know the Employer's clients or access his work secrets, the Employer may stipulate in the work contract that the Worker shall not, after the termination of the contract, compete with him or participate in any competing project in the same industry; provided that such condition is specific in terms of time, place and kind of work to the extent necessary to protect the legitimate business interests, and that the period of non-competition shall not exceed two years as of the

expiry date of the contract.

2. Said condition shall be null if the employer terminates the employment contract in violation of the provisions of this Decree by law.
3. The lawsuit filed by the Employer for the Worker's violation of the provisions of this Article shall not be heard after the lapse of one year from the date of discovering the violation.
4. The Executive Regulation of this Decree by law shall determine the provisions regulating this Article, and the skill levels or occupational professions that may be excluded from the provision of Clause (1) of this Article, in accordance with the conditions and controls specified by the Regulation.

## **Article (11)**

### **Outsourcing Some of Employer's Tasks to Another Employer**

The Employer may assign any of his work to another Employer; and in which case, the latter shall be solely responsible for the rights entitled by virtue of the provisions of this Decree by law to his Workers performing such work, unless agreed otherwise between the two parties.

## **Article (12)**

### **Assigning Worker to Other Work**

1. It is not permissible to assign the Worker a work that is fundamentally different from the work agreed upon in the employment contract, unless necessary, or with the aim of preventing the occurrence of an accident or repairing what resulted from such accident; provided that such assignment is temporary in accordance with what is specified by the Executive Regulation of this Decree by law.
2. The Employer may assign the Worker, in cases other than those referred to in Clause (1) of this Article, to perform a kind of work that is not agreed upon in the employment contract, provided that the Worker agrees in writing.
3. If performing the work that is not agreed upon in the employment contract requires that the Worker changes his place of residence, the Employer must bear all the financial costs resulting therefrom, including the costs of the worker's displacement and residence.

## **Article (13)**

### **Employer's Obligations**

The Employer must:

1. Maintain Workers' files and records in accordance with the conditions, controls and procedures determined by a resolution issued by the Ministry, provided that the period of maintaining the Worker's file shall not be less than two years as of the date of the end of the Worker's service.
2. Not withhold the official documents of the Worker or force him to leave the State upon the end of the labour relation.
3. Lay down work organisation regulations, such as the regulation of work instructions, sanctions, promotions, bonuses, and other regulations and systems according to the controls specified by the Executive Regulation of this Decree by law.
4. Provide the Worker with adequate accommodation licensed by the Competent Authorities in accordance with the rules, conditions and standards in force in the State, or pay him housing allowance, or include it in the wage.
5. Invest in developing the skills of Workers who work for him, and provide the minimum amount of training, qualification and empowerment tools and programmes in accordance with the provisions of this Decree by law and its Executive Regulation.
6. Provide the necessary means of prevention to protect Workers from the dangers of occupational injuries and diseases that may occur during work, ensure the provision of guidance and awareness regulations, provide appropriate training for workers to avoid such risks, and conduct periodic evaluation to ensure that all work parties comply with the requirements of health and occupational safety and security, in accordance with the provisions of this Decree by law, its Executive Regulation, and the legislation in force in this regard.
7. Take what is necessary to ensure that the Worker knows his rights and obligations at work, in accordance with the tools and methods appropriate to the nature of work and its Workers.
8. Bear the costs of medical care for the Worker in accordance with the legislation in force

in the State.

9. Bear the expenses of insurances, subscriptions and guarantees determined by the legislation in force.
10. Not let the Worker perform work for others except in accordance with the provisions of this Decree by law.
11. Give the Worker, at his request, upon the expiry of the employment contract, an experience certificate free of charge, indicating the date of his joining the work, the date on which his work ends, the total period of his service, the job title or the kind of work he was performing, the last wage he was receiving, and the reason for the end of the employment contract, provided that the certificate shall not include anything that might harm the Worker's reputation or reduce his employment opportunities.
12. Bear the expenses of returning the Worker to where he was recruited from or any other place that the two parties have agreed upon, unless he has joined the service of another Employer, or the reason for terminating the contract is due to the worker, in which case, the latter shall incur those expenses.
13. Provide a safe and appropriate work environment.
14. Perform any other obligations stipulated under the provisions of this Decree by law and its Executive Regulations, Cabinet resolutions, or any other legislation in force in the State.

## **Article (14)**

### **Prohibition of Forced Labour and Other Prohibitions**

1. The Employer may not use any means that would make or force the Worker or threaten him with any penalty to work for him or force him to perform work or provide a service against his will.
2. Sexual harassment, bullying, or any verbal, physical or psychological violence against the Worker by the Employer, his superiors, colleagues, or co-workers shall be prohibited.

## **Article (15)**

### **Worker's Entitlements at the Time of His Death**

1. In the event of the Worker's death, the Employer shall hand over to the worker's family any wages or financial entitlements to the Worker in addition to the end-of-service gratuity to which the worker is entitled in accordance with the provisions of this Decree by law and its Executive Regulation, within a period not exceeding ten (10) days as of the date of death or as of the date of the Employer's knowledge of the Worker's death.
2. Subject to the provisions of Clause (1) of this Article, the Worker may specify in writing a family member to receive his rights in the event of his death.
3. The employer shall bear all costs incurred in preparing and transporting the body of the deceased Worker to his country of origin or place of residence if his relatives so request.
4. The Ministry may, in coordination with the Concerned Authorities, may establish a mechanism to retain the Worker's entitlements in the event of his death if it is not possible to hand them over to his family or those entitled thereto.

## **Article (16)**

### **Worker's Obligations**

The Worker must:

1. To perform the work personally under the direction and supervision of the Employer or his representative, and in accordance with what is specified in the contract, and not to outsource the work to any other worker or any other person.
2. Abide by proper conduct and ethical norms during work and display honesty and professional integrity.
3. Preserve the means of production and work tools in his custody and preserve them by taking the necessary measures to keep them in the places designated for them.
4. Maintain confidentiality of the information and data to which he has access by virtue of his work, not disclose trade secrets, and return anything under his custody to the Employer at the end of his service.
5. Not keep in a personal capacity any original copies of papers or paper or electronic documents related to trade secrets without the permission of the Employer or his

representative.

6. Implement the occupational safety and health instructions determined in the Establishment in accordance with the legislation in force or work systems and instructions.
7. Work during the approved business days and working hours specified in the employment contract and communicate and interact effectively to efficiently accomplish the tasks assigned thereto.
8. Work continuously and diligently to develop his functional and professional skills and raise the level of performance he provides to the Employer.
9. Not work for others, in violation of the provisions of this Decree by law and other applicable legislation in this regard.
10. Evacuate the accommodation provided thereto by the Employer, within a period not exceeding thirty (30) days as of the date of the end of his service; however, the Worker may remain in the accommodation after the expiry of the aforementioned period, upon the Employer's approval, in return for the incurring the cost of accommodation, or what is agreed upon in writing with the Employer.
11. Perform any other obligations stipulated under the provisions of this Decree by law and its Executive Regulations or any other legislation in force in the State.

## **Article (17)**

### **Working Hours**

1. The maximum normal working hours for Workers shall be eight (8) hours per day or forty-eight (48) hours per week.
2. The Cabinet may, upon the proposal of the Minister and in coordination with the Concerned Authorities, increase or decrease the daily working hours for some economic sectors or some categories of labour, in addition to the working hours, rest hours, and hours during which it is prohibited to work for certain categories of labour, according to the classification of labour specified in the Executive Regulation of this Decree by law.
3. The periods spent by a Worker in travelling between his home and place of work shall not be included in his working hours, except for some categories of Workers in

- accordance with the controls specified by the Executive Regulation of this Decree by law.
4. The Executive Regulation of this Decree by law shall determine the working hours in the month of Ramadan.
  5. In the event that the Worker works full-time, the original Employer, or any other Employer for whom the Worker works in accordance with the provisions of this Decree by law, may not require the worker to work for him more than the hours agreed upon in the employment contract, except with the Worker's written consent.
  6. In the event that the worker desires to perform his work remotely, whether from inside or outside the State, and with the approval of the Employer, the Employer may stipulate specific working hours.

## **Article (18)**

### **Consecutive Working Hours**

The worker may not work for more than five (5) consecutive hours without a rest period or periods amounting in aggregate to not less than one hour. Working hours and rest periods shall be regulated in the Establishment that operates on the shift system, or for some job categories according to their nature - such as field jobs - and according to the labour classification specified in the Executive Regulation of this Decree by law.

## **Article (19)**

### **Overtime**

1. The Employer may require the Worker to work for additional working hours beyond the normal working hours, provided that they do not exceed two hours per day, and he may not be required to work for more than that except in accordance with the conditions and controls specified in the Executive Regulation of this Decree by law. In all cases, the total working hours shall not exceed one hundred and forty-four (144) hours every (3) three weeks.
2. If circumstances of work require that the Worker works for more than the normal working hours, the extra time shall be considered overtime, for which the Worker shall receive a wage equal to that corresponding to his normal working hours - calculated



according to the basic wage - plus an increase of at least twenty-five percent (25%) of such wage.

3. If circumstances of work necessitate that the Worker works overtime between 10 pm and 4 am, he shall be entitled to the wage determined for normal working hours - calculated according to the basic wage - plus an increase equal to at least fifty percent (50%) of such wage. Shift Workers shall be excluded from the above.
4. If circumstances of work necessitate that the Worker works on the rest day specified in the employment contract or the work organisational regulation, he shall be compensated with another rest day, or with payment of the wage for that day according to the wage established for normal business days, plus an increase not less than fifty percent (50%) of the basic wage for that day.
5. The Worker may not be required to work for more than two consecutive rest days, excluding day labourers.

## **Article (20)**

### **Excluded Labour Categories**

The Executive Regulation of this Decree by law shall determine the categories of labourers that may be exempted from the provisions regarding working hours contained in this Decree by law.

## **Article (21)**

### **Weekly Rest**

The worker shall be granted a paid weekly rest not less than one day, according to what is specified in the employment contract or the work organisational regulation. It is permissible by a Cabinet resolution to increase the weekly rest day stipulated in this Article.

## **Article (22)**

### **Determining the Amount or Type of Wage and Paying It**

1. The amount or type of wage shall be specified in the employment contract, and if it is not

specified therein, the competent court shall determine it as a labour dispute.

2. The Employer is obligated to pay the wages to his Workers on their due dates in accordance with the systems approved in the Ministry and the conditions, controls and procedures specified in the Executive Regulation of this Decree by law.
3. The wages shall be paid in AED, and they can be paid in another currency if it is agreed upon between the parties in the employment contract.

### **Article (23)**

#### **Method of Calculating Wages for Workers on Piecemeal Basis**

The daily wage of Workers who receive their wages on piece-meal basis is calculated according to the average of what the Worker received for the actual working days during the six (6) months preceding the request or the lawsuit regarding any matter related to the wage.

### **Article (24)**

#### **Transferring Monthly Wage Worker to Other Categories**

A worker with a monthly wage may be transferred to the category of day workers or workers appointed for a weekly, piece-meal or hourly wage, if the Worker agrees to this in writing, and without prejudice to the rights acquired by the worker during the period he spent working for monthly wage.

### **Article (25)**

#### **Cases of Deduction from Worker's Wage**

1. No amount of money shall be deducted from the Worker's wage except in the following cases:
  - a. Recovering loans granted to the Worker, within the maximum monthly deduction rate from the Worker's wage stipulated in this Article, after obtaining the Worker's written consent, and without any interests.
  - b. Recovering the amounts paid to the Worker in excess of his entitlements, provided

- that the amount deducted shall not exceed twenty percent (20%) of the wage.
- c. Amounts deducted for the purposes of calculating contributions to bonuses, retirement pensions, and insurances, in accordance with the legislation in force in the State.
  - d. The Worker's contributions to the Establishment's savings fund or the loans owed to the fund, approved by the Ministry.
  - e. Instalments of any welfare scheme or any other benefits or services provided by the Employer and approved by the Ministry, provided that the worker agrees in writing to participate in the scheme.
  - f. Amounts deducted from the Worker due to the violations he commits in accordance with the sanction regulation in force in the Establishment and approved by the Ministry, provided that it shall not exceed five percent (5%) of the wage.
  - g. Debts owed in implementation of a court judgment, provided that they shall not exceed a quarter of the wage due to the Worker, except for the alimony debt, where more than a quarter of the wage may be deducted. In the event of multiple debts, the amounts required to be paid shall be distributed according to the ranks of the privilege.
  - h. Amounts necessary to repair any damages caused by the Worker, as a result of his fault or violation of the Employer's instructions, that lead to the damage, destruction or loss of tools, machines, products or materials owned by the Employer, provided that the amount deducted shall not exceed the wage of (5) five days per month, and no more amounts shall be deducted except upon the approval of the competent court.
2. If there are multiple reasons for deduction from the wage, it is not permissible in all cases for the percentage of deduction to exceed fifty percent (50%) of the wage.

## **Article (26)**

### **Enabling Worker to Perform His Work**

1. The wage shall be in exchange for the work, and the Employer is obligated to enable the Worker to perform his work, otherwise he is obligated to pay his wage agreed upon.

2. The Executive Regulation shall determine the procedures for the Worker's leaving work in the event that he is not able to perform the work agreed upon in the employment contract.

## **Article (27)**

### **Minimum Wage**

The Cabinet may, upon the proposal of the Minister and in coordination with the Concerned Authorities, issue a resolution setting the minimum wage for Workers, or any category of them.

## **Article (28)**

### **Official Holidays and Requiring Worker to Work Therein**

1. The Worker is entitled to an official leave with full pay on the official holidays to be determined by a Cabinet resolution.
2. If circumstances of work necessitate that the Worker works in any of the official holidays, the Employer shall compensate him with another rest day for each day in which he works during the holiday, or with payment of the wage for that day according to the wage established for normal business days, plus an increase not less than fifty percent (50%) of the basic wage for that day.

## **Article (29)**

### **Annual leave**

1. Without prejudice to the Worker's rights acquired for the period preceding the date of enforcement of the provisions of this Decree by law, the Worker shall be entitled to an annual leave with full pay of not less than:
  - a. Thirty days for each year of his extended service.
  - b. Two days for each month if his service period is more than six months and less than one year.
  - c. A leave for parts of the last year he spent at work, in the event that his service ends

before using his annual leave balance.

2. The part-time Worker is entitled to an annual leave according to the actual working hours spent by the Worker with the Employer, the duration of which is specified in the employment contract, in accordance with what is determined by the Executive Regulation of this Decree by law.
3. The Employer may agree to grant the Worker a leave from the balance of his annual leave during the Probation Period, and the Worker shall retain the right to be compensated for the remainder of his annual leave balance, if he have not passed the Probation Period.
4. The Worker must enjoy his leave in the year of its entitlement, and the Employer may determine the dates of these leaves in accordance with work requirements and in agreement with the Worker or grant them in rotation among the Establishment's Workers in order to ensure the progress of his work, and he must notify the Worker of the specified date for enjoying his leave at least one month in advance.
1. The Worker may, upon the approval of the Employer and in accordance with the applicable organisational regulations in the Establishment, carry forward the balance of his annual leave, or days thereof, to the following year.
6. The Worker is entitled to the wage for the period of his annual leave.
7. Rest days established by law or by agreement shall be included in the annual leave period if the annual leave enjoyed by the Worker is interrupted by, and is considered, part of it, unless the employment contract or the organisational regulations in force in the Establishment stipulate what is more beneficial to the Worker.
8. The Employer may not prevent the Worker from benefiting from his entitled annual leave for more than two years, unless the Worker wishes to carry it forward or obtain a cash allowance for it in accordance with the organisational regulations in force in the Establishment, and what is specified by the Executive Regulation of this Decree by law.
9. The Worker is entitled to receive wages for the days of the entitled rest days if he leaves the work before using it, regardless of their duration, in relation to the period for which he has not obtained his leave.
10. The Executive Regulation of this Decree by law shall specify the rules and conditions for

organising vacations and compensation for them.

## **Article (30)**

### **Maternity Leave**

1. The female Worker shall be entitled to maternity leave of (60) sixty days, according to the following:
  - a. The first forty-five (45) days with full pay.
  - b. The following fifteen (15) days with half pay.
2. The female Worker may, after using her maternity leave, be absent work without pay for a period not exceeding forty-five (45) consecutive or intermittent days, if such absence is due to an illness suffered by her or her child as a result of pregnancy or childbirth and that does not enable her to return to her work. Said illness shall be proven by a medical certificate issued by the Medical Authority, and this period shall not be included in the period of service for which the female Worker is entitled to the end of service gratuity or the period of contribution to the retirement system in accordance with the legislation in force in this regard.
3. The female Worker is entitled to the maternity leave stated in Clause (1) of this Article, if she gives birth after six (6) months or more of pregnancy, whether the foetus is born dead or born alive then died.
4. The female Worker, in the event that she gives birth to a sick or disabled child whose health condition requires a constant companion according to a medical report issued by the Medical Authority, is entitled to a leave of thirty (30) days with full pay starting after the end of the maternity leave period, and she has the right to extend the leave for a period of thirty (30) days without pay.
5. The Employer must grant the female Worker maternity leave whenever she requests it at any time, starting as of the last day of the month immediately preceding the month in which she is expected to give birth, and this shall be proven by a certificate from the Medical Authority.
6. Obtaining the maternity leave or the absence referred to in this Article shall not prejudice her right to obtain other leaves.

7. If the female Worker works for another Employer during the period of her leave authorised in this article, the original Employer may deprive her of her wage for the period of the leave or recover what he paid to her.
8. It is not permissible to terminate the service of a female Worker or to give her notice because of pregnancy, or because she has obtained maternity leave, or because she is absent from work in accordance with the provisions of this Article.
9. After returning from maternity leave and for a period not exceeding six (6) months as of the date of giving birth, the female Worker is entitled to one or two rest periods per day to breastfeed her child, provided that the period of both periods shall not exceed one hour.

## **Article (31)**

### **Sick Leave**

1. If the Worker suffers an illness that is not caused by a work injury, he must inform the Employer or his representative of his illness, within a period not exceeding three (3) business days and submit a medical report on his condition issued by the Medical Authority.
2. The Worker is not entitled to a paid sick leave during the Probation Period, but the Employer may grant him a sick leave without pay, based on a medical report issued by the Medical Authority that includes the necessity of granting the leave.
3. After the Probation Period, the Worker may receive a sick leave of no more than (90) ninety consecutive or intermittent days per year, provided that it shall be calculated as follows:
  - a. The first fifteen (15) days with full pay.
  - b. The following thirty (30) days with half pay.
  - c. The following period shall be unpaid.
4. The sick leave shall not be paid if the illness is a result from the Worker's misconduct, in accordance with the cases specified in the Executive Regulation of this Decree by law.
5. The Employer may terminate the Worker's service after completing his sick leave referred to in this article, if he is unable to return to work, provided that the Worker

receives all his financial dues in accordance with the provisions of this Decree by law and its Executive Regulation.

## **Article (32)**

### **Various holidays**

1. The Worker is entitled to a paid leave in the following cases:
  - a. A mourning leave of five (5) days, in the event of the death of the spouse; and Three (3) days in the event of the death of the mother, father, son, brother, sister, grandson, grandfather or grandmother, starting as of the date of death.
  - b. Parental leave for a period of (5) five working days, for the Worker (whether the father or the mother) who has a child, to care for his child, to be enjoyed, continuously or intermittently, within a period of six (6) months as of the date of the child's birth.
  - c. Any other leaves determined by the Cabinet.
2. The Worker may be granted a study leave for a period of ten (10) business days per year, for the Worker who is enrolled - by affiliation or regularly - in one of the educational institutions approved in the State, in order to perform the tests, provided that the period of service with the Employer is not less than two years.
3. The national Worker is entitled to a full-time leave to perform the national and reserve service with pay, in accordance with the legislation in force in the State.
4. In order to obtain the leaves referred to in this Article, a proof of the same must be provided by the Concerned Authorities.
5. The Executive Regulation shall determine the provisions for granting and organising the leaves referred to in this Article.

## **Article (33)**

### **Leave Without Pay**

1. The Worker may, upon the approval of the Employer, obtain leave without pay, other than those referred to in this Decree by law.
2. The leave referred to in this Article shall not be included in the Worker's period of service



with the Employer or within the period of contribution to the retirement system in accordance with the legislation in force in this regard.

### **Article (34)**

#### **Absence After Leave**

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

### **Article (35)**

#### **Effecting the Warning Period in the Event of Termination of the Contract During the Leave Period**

In the event that either party to the employment contract desires to terminate the contract in accordance with the provisions of this Decree by law and its Executive Regulation, during the period of the Worker's leave, the period of warning agreed upon in the employment contract shall not start to take effect, except as of the day following the scheduled return of the Worker from leave, unless agreed otherwise by both parties.

### **Article (36)**

#### **Occupational Care and Safety**

Establishments shall abide by the provisions contained in Federal Law No. (13) of 2020 Concerning Public Health and all resolutions issued in implementation thereof, and any other legislation issued in this regard. The Executive Regulation of this Decree by law shall define the role of the Ministry and the provisions relating to Workers' safety, protection and health care.

## Article (37)

### Compensation for Work Injuries and Occupational Illness

1. A Cabinet resolution shall be issued, upon a proposal by the Minister and in coordination with the Concerned Authorities, to specify work injuries and occupational illness, the conditions and procedures to be followed in the event of any of them occurring, the Employer's obligations in this regard, the amount of compensation due to the Worker in the event of total permanent or partial permanent disability, the compensation due to his family in the event of his death, and the rules for its distribution and the amount thereof.
2. In the event that the Worker suffers a work injury or an occupational illness, the Employer shall commit to do the following:
  - a. Bear the expenses of the Worker's treatment until he is cured and is able to return to work or proven to be disabled, in accordance with the conditions, controls and procedures specified in the Executive Regulation of this Decree by law.
  - b. If a work injury or occupational illness prevents the Worker from performing his work, the Employer must pay the Worker the equivalent of his full wage for the duration of the treatment or for a period of six (6) months, whichever is less. If the treatment period exceeds six (6) months, he shall be paid half the wage for another six (6) months, or until the Worker is cured, proven to be disabled, or dies, whichever is comes first.
3. If the work injury or occupational illness leads to the death of the Worker, the family of the deceased shall be entitled to compensation equal to the basic wage of the Worker for a period of twenty-four (24) months, provided that the value of the compensation shall not be less than eighteen thousand (18,000) AED and not exceed two hundred thousand (200,000) AED. The value of the compensation shall be calculated according to the basic wage received by the Worker before his death, and the compensation shall be distributed to the beneficiaries of the deceased Worker as determined by the Executive Regulation of this Decree by law, while preserving the rights of the family of the deceased from the end-of-service gratuity, and any other financial entitlements due to the Worker.

## **Article (38)**

### **Cases Where the Worker Is Not Entitled to Work Injury Compensation**

The Worker shall not be entitled to compensation for a work injury, if it is proven through the investigations of the competent authorities that any of the following cases have been achieved:

1. The Worker deliberately injured himself for any reason.
2. The injury occurred under the influence of alcohol, narcotics, or other psychotropic substances.
3. The injury occurred as a result of an intentional violation of the preventive instructions displayed in visible places in the workplace, as determined by the Executive Regulation of this Decree by law.
4. The injury occurred as a result of wilful misconduct on the part of the Worker.
5. The Worker refused, without serious reason, to examine him or to follow the treatment decided by the Medical Authority.

## **Article (39)**

### **Disciplinary Sanctions**

1. The Employer or his representative may impose any of the following sanctions on the Worker who violates the provisions of this Decree by law, its Executive Regulation and the resolutions issued in implementation thereof:
  - a. Written caution.
  - b. Written warning.
  - c. Deduction from the wage not exceeding the wages of five (5) days per month.
  - d. Suspension from work for a period not exceeding fourteen (14) days, and non-payment of wages for the days of suspension.
  - e. Deprivation of the periodic raise for a period not exceeding one year, for Establishments that adopt the system of periodic raises, which the Worker is entitled to in accordance with the terms of the employment contract or the provisions of the Establishment's organisational regulations.
  - f. Deprivation from promotion, in Establishments where there is a promotion system,

for a period not exceeding two years.

- g. Dismissal from service while preserving the Worker's right to end-of-service gratuity.
2. The Executive Regulation shall determine the conditions, controls, and procedures necessary to impose any of the sanctions referred to in Clause (1) of this Article, and the mechanism for grievance against them.

## **Article (40)**

### **Suspension of Work**

1. The Employer may suspend the Worker temporarily from work for a period not exceeding thirty (30) days, with the aim of conducting a disciplinary investigation with him if the interest of the investigation so requires, with a suspension of half the wage during the suspension period. If the investigation ends with being reserved, finding no violation, or giving the Worker a warning sanction, the wage suspended during the suspension period shall be paid to him.
2. The Employer may suspend the Worker temporarily when he is accused of committing a crime of physical assault or robbery of property or other crimes such as the abuse of honesty or breach of trust, until a final decision is issued by the competent judicial authority, and his wage shall be suspended for the period of suspension. If a decision is issued to release the Worker from standing a trial or acquit him for non-felony, or if the investigation ends up being reserved due to insufficient evidence, he must be returned to work with the full payment of his suspended wage.

## **Article (41)**

### **Certain Controls for Imposing Disciplinary Sanctions**

1. No disciplinary sanction may be imposed on the Worker for an act committed outside the workplace unless it is related to work.
2. It is not permissible to impose more than one disciplinary sanction for a single violation, in accordance with the provisions of Article (39) of this Decree by law.

## **Article (42)**

### **Cases of Termination of the Employment Contract**

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

1. If the parties agree in writing to terminate it.
2. Upon the expiry of the period specified in the contract unless it is extended or renewed in accordance with the provisions of this Decree by law.
3. At the request of one of the parties, provided that the provisions of this Decree by law regarding the termination of the employment contract and the warning period agreed upon in the contract are abided by.
4. The death of the Employer if the subject of the contract is related to his person.
5. The death of the Worker or his total permanent disability, as proven by a certificate issued by the Medical Authority.
6. The Worker has been sentenced by a final judgment of imprisonment for a period not less than three (3) months.
7. The Establishment is closed permanently, in accordance with the legislation in force in the State.
8. The bankruptcy or insolvency of the Employer or any economic or exceptional reasons that prevent the continuation of the business, in accordance with the conditions, controls and procedures specified by the Executive Regulation and the legislation in force in the State.
9. The Worker's failure to fulfil the conditions for renewing the work permit for any reason beyond the control of the Employer.

## **Article (43)**

### **Employment Contract Termination Warning**

1. Either party to the employment contract may terminate the contract for any legitimate reason, provided that the other party is notified in writing, and commits to work within the warning period agreed upon in the contract, provided that the period is not less than thirty (30) days, and not more than ninety (90) days.
2. The employment contract shall remain effective for the duration of the warning period

referred to in this Article, and end upon the expiry of the period, and the Worker shall be entitled to his full wage for that period according to the last wage received thereby, and he must work during that period if the Employer asks him to do so. An agreement may be made to exempt from the warning condition or reduce its duration while preserving all the rights of the Worker for the warning period agreed upon in the employment contract. The warning period must be the same for both parties unless it is in the interest of the Worker.

3. The party who does not abide by the warning period must pay the other party a compensation called a warning allowance, even if the failure to warn does not result in harm to the other party. Such compensation shall be equal to the Worker's wage for the entire warning period or the remaining part of it.
4. The warning allowance shall be calculated according to the last wage received by the Worker for those who receive their wages by month, week, day or hour, and according to the average daily wage referred to in this Decree by law for those who receive their wages by piece-meal.
5. If the employment contract is terminated by the Employer, the Worker has the right to be absent during the warning period for one unpaid working day per week, in order to search for another job. The Worker may specify the day of absence provided that he informs the employer thereof at least (3) three days prior to the day of absence.

## **Article (44)**

### **Cases of Dismissal of Worker Without Warning**

The Employer may dismiss the Worker without warning, after conducting a written investigation with him, and the decision to dismiss shall be in writing and reasoned, and the Employer or his representative shall hand it to the Worker in any of the following cases:

1. If it is proven that the Worker impersonates another person or has submitted false certificates or documents.
2. If the Worker makes a mistake that results in a grave material loss to the Employer, or if the Worker deliberately harms the property of the Employer and acknowledges the same, provided that the latter shall inform the Ministry of the incident within seven (7)

business days as of the time of his knowledge of the occurrence of the incident.

3. If the Worker violates the instructions of the Establishment's internal system related to the safety of work and Workers or the workplace, provided that they are written and displayed in a visible place, and that the Worker has been informed thereof.
4. If the Worker fails to perform his basic duties according to the employment contract and continues to breach them despite conducting a written investigation with him for this reason and warning him twice of dismissal in case of repetition.
5. If the Worker discloses any of the work secrets related to industrial or intellectual property, which results in losses to the Employer, missing an opportunity for the Employer or gaining a personal benefit to the Worker.
6. If during working hours he is found drunk or under the influence of a narcotic or psychotropic substance or has committed an act contrary to public morals in the workplace.
7. If in the course of his work, the Worker commits, against the Employer, the manager or any of his superiors or colleagues, a verbal or physical assault or any other form of assault punishable under the laws in force in the State.
8. If the Worker is absent from work without a legitimate reason or an excuse acceptable to the Employer for more than twenty (20) non-consecutive days, or more than seven (7) consecutive days.
9. If the Worker illegally exploits his job position to obtain personal results and gains.
10. If the Worker works for another Establishment without complying with the controls and procedures established in this regard.

## **Article (45)**

### **Cases of Worker Leaving Work Without Warning**

The Worker may leave work without warning while retaining his rights upon termination of service in any of the following cases:

1. If the Employer breaches his obligations towards the Worker stipulated in the contract, this Decree by law, or the resolutions issued in implementation thereof, provided that the Worker notifies the Ministry fourteen (14) business days prior to the date of leaving

work, and that the Employer has not removed the effects resulting from such breach although he had been notified by the Ministry.

2. If it is proven that the Employer or his legal representative has assaulted the Worker or subjected him to violence or harassment during work, provided that he informs the concerned authorities and the Ministry within five (5) business days as of the date he is able to report.
3. If there is a grave danger in the workplace that threatens the safety or health of the Worker, provided that the Employer has known of its existence, and has not taken measures that indicate its removal. The Executive Regulations of this Decree by law shall specify the controls for grave danger.
4. If the Employer assigns the Worker to perform work that is fundamentally different from the work agreed upon under the employment contract, without the Worker's written consent, except in cases of necessity in accordance with the provisions of Article (12) of this Decree by law.

### **Article (46)**

#### **Termination of service due to medical unfitness**

The Employer may not terminate the Worker's service for lack of health fitness, before he has completed the leaves legally entitled to him, and any agreement to the contrary shall be void, even if it has been concluded before the provisions of this Decree by law come into force.

### **Article (47)**

#### **Unlawful Termination of Worker's Service**

1. The termination of the Worker's service by the Employer shall be unlawful if the termination of the Worker's service is due to his filing a serious complaint to the Ministry or filing a case against the Employer that has been proven to be true.
2. The Employer is obligated to pay a fair compensation to the Worker estimated by the competent court, if it is proven that the dismissal is unlawful in accordance with Clause



(1) of this Article. The amount of compensation shall be determined taking into account the kind of work, the amount of damage incurred by the Worker and the duration of his service. In all cases, the amount of compensation must not exceed the wage of the Worker for a period of three (3) months, calculated according to the last wage received thereby.

3. The provisions of Clause (2) of this Article shall not prejudice the right of the Worker to the warning allowance and the end-of-service gratuity entitled thereto in accordance with the provisions of this Decree by law.

## **Article (48)**

### **Continuity of Employment Contracts**

Employment contracts in force at the time of a change in the form or legal status of the Establishment shall remain effective, and the new Employer shall be responsible for implementing the terms of those contracts, in addition to implementing the provisions of this Decree by law and its Executive Regulation and the resolutions issued in implementation thereof, as of the date of amending the Establishment's data with the Competent Authorities.

## **Article (49)**

### **Transfer of Worker After End of the Employment Contract**

In the event of the end of the employment contract in accordance with the provisions of this Decree by law, the Worker may move to work for another Employer in accordance with the conditions and procedures specified in the Executive Regulation of this Decree by law.

## **Article (50)**

### **Unlawful Absence from Work**

1. If the foreign Worker is absent from work, for no legitimate reason, before the end of the contract period, no other work permit shall be granted thereto to join other work in the State in accordance with the provisions of this Decree by law, for a period of one year as

of the date of the absence from work. Also, no other Employer who knows of the foregoing may employ him or keep him in his service during that period.

2. The Ministry may exempt some job categories, skill levels, or labour from the provisions of Clause (1) of this Article, in accordance with the controls and procedures specified by the Executive Regulation of this Decree by law.
3. The Employer shall notify the Ministry of the incident of absence from work in accordance with the procedures specified in the Executive Regulation of this Decree by law.

## **Article (51)**

### **End-of-Service Gratuity for Full-Time Workers**

1. The national Worker is entitled to an end-of-service gratuity upon the end of his service, in accordance with the legislation regulating pensions and social security in force in the State.
2. The foreign full-time Worker, who has completed one or more years of continuous service, is entitled to an end-of-service gratuity upon the end of his service, calculated according to the basic wage, as follows:
  - a. The wage of twenty-one (21) days for each year of the first five years of service.
  - b. The wage of thirty (30) days for each year in excess of that.
3. The foreign Worker is entitled to a bonus for parts of the year in proportion to the amount spent in work, provided that he has completed one year of continuous service.
4. The days of absence from work without pay shall not be included in the calculation of the duration of service.
5. Without prejudice to what is decided by legislation regarding the granting of pensions or retirement benefits to Workers in some Establishments, the end-of-service gratuity shall be calculated according to the last basic wage received by the foreign Worker, for those who receive their wages by month, week, or day, and according to the average daily wage stipulated in the provisions of this Decree by law for those who receive their wages by piece-meal.
6. The foregoing is provided that the total end-of-service gratuity for the foreign Worker

does not exceed two years' wage.

7. The Employer may deduct from the end-of-service gratuity any amounts that are due by law or by a judgment, in accordance with the conditions and procedures specified by the Executive Regulation of this Decree by law.
8. The Cabinet may, upon the proposal of the Minister and after coordination with the Concerned Authorities, approve other alternative systems for the end-of-service gratuity system, and the decision issued thereby shall specify the conditions, controls and mechanism of contribution to these systems.

## **Article (52)**

### **End-of-Service Gratuity for Workers of Other Types of Work**

The Executive Regulation of this Decree by law shall define the mechanism for regulating the end-of-service gratuity for foreign Workers in work types other than full-time, in a manner that enhances the efficiency and attractiveness of the labour market, and what the interests of both parties to the employment contract require.

## **Article (53)**

### **Payment of Worker's Entitlement at the End of the Contract**

The Employer shall pay the Worker, within fourteen (14) days as of the date of the end of the contract, his wages and all other entitlements stipulated in this Decree by law and the resolutions issued in implementation thereof, the contract or the Establishment's Articles of Association.

## **Article (54)**

### **Individual Labour Disputes**

The text of Article (54) of Federal Decree by Law No. (33) of 2021 Regulating Labour Relations shall be replaced with the following text:

1. If the Employer, Worker or any beneficiary thereof disputes concerning any of the rights entitled to any of them under the provisions of this Decree by law, he is required to apply

to the Ministry which shall examine the application and take whatever is considered necessary for settlement of dispute between them amicably.

2. The Ministry shall issue a final decision on the dispute whenever the claim amount subject of the dispute does not exceed (50,000) Fifty Thousand Dirhams, or whenever the dispute was because of the non-adherence of any of the parties to the decision of amicable resolution of the dispute previously issued by the Ministry and regardless of the claim amount.
3. The Ministry's resolution issued to decide upon the dispute in accordance with its capacities stipulated in clause (2) of this article, shall have the power of an execution writ, and it shall be appended with a writ of execution in accordance with the usual procedures; and any party of the dispute parties may – within (15) fifteen business days as of the day of notifying him of the resolution, file a case before the Competent Court of Appeal to examine the dispute. The Court shall schedule a session to examine the case within (3) three business days and shall rule upon it within (15) fifteen business days as of the date of filing the case; and the judgment issued by the Court of Appeal – in accordance with the provisions of this clause – shall be a final judgment. Filing the case shall result in the suspending the execution of the aforementioned resolution.
4. The Ministry shall, in the event that an amicable settlement is not possible within the period specified by the Executive Regulation of this Decree by law, refer the dispute to the competent court and such referral must be annexed with a memorandum that includes a summary of the dispute, the parties' arguments, and the Ministry's recommendation.
5. The Ministry may, during the course of the dispute, compel the Employer to continue paying the Worker's wages for a maximum of two months, if the dispute causes the Worker's wages to be suspended, and in accordance with the Executive Regulation of this Decree by Law.
6. The Minister may issue a resolution to impose other administrative procedures or measures on the Establishment, to avoid that the existing individual dispute may lead to a collective labour dispute that would harm the public interest.
7. The competent court shall, within three (3) business days as of the date of receipt of the

application, set a date for a session to consider the lawsuit, and a summon to this effect shall be served upon both parties of the dispute and it shall resolve the lawsuit promptly.

8. The competent court shall dismiss the lawsuit if the procedures referred to in article have not been followed.
9. The lawsuit for any rights entitled under the provisions of this Decree by law shall not be heard after the lapse of one year as of the date of the maturity of the right claimed.

## **Article (55)**

### **Exemption from Judicial Fees**

1. Labour lawsuits shall be exempted from judicial fees at all stages of litigation and execution, as well as the requests submitted by Workers or their heirs of which value does not exceed one hundred thousand (100,000) AED.
2. The Cabinet may - upon the proposal of the Minister of Justice - amend the value referred to in Clause (1) of this Article, by increase or decrease, whenever necessary.

## **Article (56)**

### **Collective Labour Disputes**

1. If the Employer and all Workers of the Establishment or a group of them have a dispute, and an amicable settlement is not possible, the Employer or Workers must submit a complaint to the Ministry in accordance with the controls and procedures specified in the Executive Regulation of this Decree by law.
2. The Minister may impose administrative procedures or measures on the Establishment, to avoid that the existing collective dispute may harm the public interest.
3. The Cabinet may - upon the proposal of the Minister - form one or more committees called (the Collective Labour Dispute Committee), to consider collective the labour disputes which the Ministry is unable to settle amicably. The issued decision shall specify the formation, tasks, and system of work of such committees, the mechanism for issuing and implementing their decisions, and other provisions related to the proper conduct of work before the committees.

## **Article (57)**

### **Labour Inspection**

1. The Ministry's staff, who are authorised by a decision issued by the Minister of Justice in agreement with the Minister, shall have the capacity of judicial enforcement in proving what is in violation of the provisions of this Decree by law and its Executive Regulation and decisions issued in implementation thereof. They shall have the right to enter the relevant establishments, detect violations, and issue the necessary reports.
2. The Executive Regulation of this Decree by law shall define labour inspection procedures.

## **Article (58)**

### **Penalties**

The application of the penalties stipulated in this Decree by law shall not prejudice any severer penalty stipulated by any other law.

## **Article (59)**

A fine not less than (20,000) AED and not exceeding (100,000) AED shall be imposed on any person who:

1. Provides incorrect information or documents with the intention of recruiting a foreigner to the State to work therein.
2. Obstructs or prevents a Worker assigned to implement the provisions of this Decree by law and its Executive Regulation and the resolutions issued in implementation thereof or attempts or starts to attempt to prevent him from performing his job, whether by using force, violence, or by threatening to use force or violence.
3. Discloses a work secret that he has had access thereto by virtue of his work as a public servant charged with implementing the provisions of this Decree by law and its Executive Regulation and the resolutions issued in implementation thereof, even after leaving work.

### **Article (60)**

A fine not less than (50,000) AED and not exceeding (200,000) AED shall be imposed on any person who:

1. Employs a Worker with no permit to work for him.
2. Recruits or employs a Worker and leaves him unemployed.
3. Uses work permits for purposes other than those for which they are issued.
4. Closes an Establishment or suspends its activity without taking the procedures for settling the rights of Workers, in violation of the provisions of this Decree by law, its Executive Regulation and the resolutions issued in implementation thereof.
5. Employs a juvenile in violation of the provisions of this Decree by law.
6. Agrees to employ a juvenile in violation of the provisions of this Decree by law, who has guardianship or custodianship over the juvenile.

### **Article (61)**

A penalty of imprisonment for a period not less than one year and/or a fine not less than two hundred thousand (200,000) AED and not exceeding one million (1,000,000) AED shall be imposed on any person who exploits or misuses the electronic powers granted thereto to access the Ministry's systems, or enables others to do so, resulting in a disruption in the labour procedures or relations.

### **Article (62)**

The fine imposed in accordance with the provisions of this Decree by law shall be repeatedly imposed on Employers according to the number of Workers against whom the violation is committed, not exceeding ten million (10,000,000) AED.

### **Article (63)**

A fine not less than five thousand (5,000) AED and not exceeding one million (1,000,000) AED shall be imposed on any person who violates any other provision of this Decree by law, its Executive Regulation and the resolutions issued in implementation thereof.

## **Article (64)**

In the event of repetition of any of the violations referred to in this Decree by law and its Executive Regulation and resolutions issued in implementation of it, before the lapse of one year as of the previous judgment against the perpetrator for a similar violation, the perpetrator shall be punished by imprisonment and/or double the fine stipulated in this Decree by law.

## **Article (65)**

### **Final Provisions**

1. The rights stipulated in this Decree by law represent the minimum rights for Workers, and the provisions thereof shall not prejudice any of the rights granted to the Worker under any other legislation, agreement, acknowledgment, system, or employment contract that grants the Worker rights that are more beneficial than the rights established under the provisions of this Decree by law.
2. An Employer or Worker may not misapply the provisions of this Decree by law, its Executive Regulation, and the resolutions issued in implementation thereof. Neither of them may do any act that would pressure the freedom of the other or the freedom of other Workers or Employers to achieve any interest or point of view adopted thereby, which is incompatible with the freedom of work or the competence of the authority competent to settle disputes.
3. Every condition that violates the provisions of this Decree by law, even if it is prior to its entry into force, shall be considered null unless it is more beneficial to the Worker; and every release, reconciliation, or waiver of the rights arising to the Worker under this Decree by law shall be considered null, if it is in violation of its provisions.
4. The Employer may create and implement organisational programmes or organisational regulations in the Establishment that are more beneficial to the Worker than what is established under the provisions of this Decree by law and its Executive Regulation. If such programmes and regulations conflict with the provisions of this Decree by law, the conditions that are more beneficial to the Worker shall apply.



5. The Employer may not review the terms and conditions of the valid employment contract with the Worker prior to the issuance of this Decree by law, with the aim of implementing the provisions of this Decree by law, unless such amendments aim to achieve a greater interest and benefit for the Worker. The employment contract may be updated upon its expiry in accordance with the provisions of this Decree by law.
6. The Employer or Worker may terminate the indefinite-term employment contract concluded before the entry into force of this Decree by law, for a legitimate reason after notifying the other party in writing for a period not less than thirty (30) days if the service period is less than five (5) years; a period not less than sixty (60) days if the service period is more than five (5) years; and a period not less than ninety (90) days if the service period is more than ten (10) years.
7. The amounts of money entitled to the Worker or his family members under the provisions of this Decree by law shall have a priority over all the money of the Employer, and they shall be collected directly after the paying the amounts due to the public treasury and the legal alimony awarded to the wife and children.

## **Article (66)**

### **Adopted Language**

1. Arabic shall be the language adopted in all records, files, data, forms, and others stipulated in this Decree by law, its Executive Regulation and the resolutions issued in implementation thereof.
2. The Employer is obligated to use Arabic in concluding contracts with Workers, and in writing and publishing instructions and circulars that he is obligated to issue; provided that, besides Arabic, another language understood by the non-Arabic speaking Worker shall be used, and the text in the other language shall match the Arabic text, and in the event case of dispute, the Arabic text shall prevail.

## **Article (67)**

### **Calculation of Periods and Dates**

The periods and dates referred to in this Decree by law shall be calculated according to the

Gregorian calendar; and in the implementation of this Decree by law, a calendar year shall be deemed as three hundred and sixty-five (365) days, and the month shall be deemed as thirty (30) days.

### **Article (68)**

#### **Regularisation**

1. The provisions of this Decree by law shall apply to indefinite-term employment contracts concluded in accordance with the aforementioned Federal Law No. (8) of 1980.
2. Employers must rectify their situation and convert indefinite-term employment contracts into fixed-term employment contracts, in accordance with the conditions, controls and procedures stipulated in this Decree by law within one year as of the date of its entry into force; and the Minister may extend this period for other periods as required by the public interest.
3. Subject to the provisions of Clause (2) of this Article, the Employer may calculate the end-of-service gratuity in accordance with the provisions of the indefinite-term employment contract stipulated in the aforementioned Federal Law No. (8) of 1980.

### **Article (69)**

#### **Grievance Against Ministry's Decisions**

The parties to the labour relation may file a grievance against the decisions issued by the Ministry in accordance with the procedures specified in the Executive Regulation of this Decree by law.

### **Article (70)**

#### **Powers of the Cabinet**

For the purposes of this Decree by law, the Cabinet shall:

1. Approve the conditions, controls, and procedures for classifying the Establishments subject to the provisions of this Decree by law, and the privileges offered for each

category of these Establishments.

2. Approve the conditions, controls and procedures for classifying the skill levels of labourers in the labour market subject to the provisions of this Decree by law, and the privileges offered for each level.
3. Approve the conditions, controls and procedures for employing students of educational institutions accredited in the State, in a manner that enhances the efficiency of the labour market and the competitiveness of labourers and enables Employers to benefit from human capabilities.
4. Approve the conditions and controls for employing disabled persons in the State, in jobs appropriate to them and their physical, technical and intellectual abilities; determining their rights, duties and privileges, in a manner that contributes to empowering this category and involving them in the development process; and motivating Employers to employ them and provide all means of support and empowerment to them.
5. Adopt policies, legislation and systems that would regulate the labour market in the State, enhance the participation of the State's citizens in the labour market, and motivate Employers to attract and employ citizens.
6. Issue decisions that would limit the repercussions of any general exceptional circumstances that the State is going through on the labour sector in the State.
7. Change the periods, percentages, or values contained in this Decree by law, according to the changes and needs of the labour market, and what is required by the public interest.
8. Determine the fees necessary to implement the provisions of this Decree by law and its Executive Regulation.

## **Article (71)**

### **Competences of the Ministry**

For the purposes of this Decree by law, the Ministry shall:

1. Propose policies, strategies and legislation regarding the following:
  - a. Encouraging and motivating Establishments to invest in training and empowering Workers, and raising their skill level, efficiency, and productivity.
  - b. Adopting modern and technological techniques and attracting the best competencies

- according to the requirements of the labour market in the State to raise productivity.
- c. Training students of public and higher education institutions accredited in the State.
  2. Developing unified models for the organisational regulations for labour relations in Establishments and issuing controls and mechanisms for their adoption in the interest of the Worker and the Employer.

## **Article (72)**

### **The Executive Regulation**

The Cabinet shall - upon the proposal of the Minister - issue the Executive Regulation of this Decree by law.

## **Article (73)**

### **Repeals**

1. Federal Law No. (8) of 1980 Regulating the Labour Relations shall be redeemed.
2. Any provision that violates or contradicts the provisions of this Decree by law is hereby repealed.
3. The resolutions, systems, and rules in force before the entry into force of the provisions of this Decree by law shall remain in force in a manner that does not conflict with its provisions until the issuance of their replacements in accordance with the provisions of this Decree by law.

## **Article (74)**

### **Publication & Enforcement of this Decree by law**

This Decree by law shall be published in the Official Gazette and shall come into force as of 02 February 2022.

**Khalifah Bin Zayed Al Nahyan**

**President of the United Arab Emirates**

Issued by us at the Palace of the Presidency in Abu Dhabi:

On: 13/Safar/1443H

Corresponding to: 20/September/2021