

# Definitions

## Article (1)

Within the scope of application of the provisions of this law, and unless otherwise required by the context, the following terms and expressions shall have the meaning ascribed to them below:

The State: The United Arab Emirates

The Ministry: The Ministry of Human Resources and Emiratisation.

The Minister: The Minister of Human Resources and Emiratisation.

Domestic Work: The service rendered by the worker to the employer or his/her family at the work place in accordance with the provisions of this law.

The worker: The natural person performing a domestic service in return for a wage, under the employer's direction, supervision and guidance.

The employer: Every natural person or recruitment agency hiring a worker to perform a domestic work.

The family: Persons bound by kinship or related by marriage to the employer or being supported by the employer for any legal or moral reason.

The workplace: The permanent or temporary residence of the employer or his/her family, of the service beneficiary or his/her family, including private farms and the like.

Recruitment agency: The agency authorized in accordance with the provisions of this law, to act as an intermediary to recruit workers upon the employer's request, or to assign workers to temporary employment.

Temporary employment: A system by virtue of which a recruitment agency hires a worker for the purpose of assigning the worker to employment by a third party (the beneficiary) to perform one of the work categories governed by the provisions of this law. The work shall be performed under the beneficiary's supervision and direction.

Employment contract: Every fixed-term employment agreement concluded between the employer and the worker regulating the rights and obligations of both parties in accordance with the unified standard contract that is adopted the Ministry.

The wage: The basic wage stipulated by the employment contract, without any additional allowances, bonuses or any other benefits.

Total wage: The basic wage in addition to all of the allowances and bonuses and any other benefits stipulated by the employment contract.

## Scope of application of the law

### Article (2)

1. The provisions of this law shall apply to the recruitment and hiring of workers whose occupations are listed in the table attached to this law, and to the concerned parties as well. The Council of Ministers

may, upon the proposal of the Minister, act to amend the list of occupations contained in the said table.

2. Should the worker travel with the employer or his/her family abroad, both parties to the contract entered into in accordance with this law, shall abide by the provisions of the contract unless otherwise provided by the laws of the foreign destination country.

### **Article (3)**

1. No natural or moral person shall be authorized to act as an intermediary in order to recruit workers or to hire workers for the purpose of assigning them to employment by third parties unless the said person is a citizen in good standing and conduct, authorized to carry out said activity in accordance with this law and its implementing bylaws. The manager of the licensed agency must be a UAE national in good standing and conduct and must submit the required guarantees as specified in the implementing bylaws.

In order to obtain the license, the remaining conditions determined by this law and its implementing bylaws, and by decrees issued by the Ministry, must be met.

2. The worker may only be recruited or hired in accordance with the conditions, regulations and procedures stipulated by this law, its implementing bylaws and ministerial decrees, as well as any other relevant legislation in force in the UAE, subject to compliance with the legal conditions required for the licensing of each occupation – if any.

In all cases, it is prohibited to recruit or employ any worker under the age of 18.

3. If the workers are recruited or assigned to temporary employment by a third party basis, the law prohibits the following:

a. Discrimination among workers on the basis of race, color, gender, religion, political opinion, national or social origin.

b. The worker's verbal or physical sexual harassment.

c. Forced labor or human trafficking as defined in national laws and ratified international conventions.

4. It is prohibited to hire workers to perform tasks that are not covered by the provisions of this law without obtaining the concerned authorities' approval.

5. The Minister shall issue a decree regulating recruitment agencies setting forth the conditions that should be met by the employer to allow him/her to recruit and employ workers that are subject to the provisions of this law. The Minister shall also decree the rules, procedures and forms to be adopted by these agencies.

### **Article (4)**

The recruitment agency shall abide by the following:

1. Refrain from deploying a worker from his/her home country without first informing the worker of the type and nature of the work to be performed, and the total wage offered, and obtaining proof of the

worker's physical capabilities, adequate health and psychological and professional preparedness. In addition, the agency must meet all other conditions specified in the implementing bylaws, with due consideration to the nature of each occupation.

2. Refrain from soliciting, directly or through a third party, or accepting from any worker, whether prior to or after employment, any form of commission in return for his employment or from collecting any expenses from the worker.
3. Carry out the required medical tests for the worker no more than of 30 days prior to the date of the worker's entry to the UAE.
4. Bear the costs of repatriating the worker and either offer the employer an acceptable substitute worker without any additional cost or return to the employer all of the fees paid – at the latter's discretion, if any of the following occurred during the probation period specified in article (9) of this law:
  - a. It is established that the worker lacks the required professional competency or personal good conduct.
  - b. It is established, after entry in the UAE and during the probation period, that the worker does not enjoy the physical health that is required to perform the assigned duties, as per conditions set by the implementing bylaws, with due consideration to the nature of each occupation.
  - c. The worker quits his/her employment in a manner that is not in accordance with conditions set by the implementing bylaws.
  - d. The contract is terminated with the consent of the worker or due to failure by the worker to meet the requirements of the post as per the contract.
5. Raise the worker's awareness and introduce him/her to the customs and traditions of the UAE community.
6. Provide the worker with a decently equipped temporary accommodation as long as the latter needs to stay at the agency until he/she has a place to reside in.
7. Treat the worker in a good way and shield him/her from any and all forms of violence.
8. Raise the worker's awareness about the authorities that are mandated to consider a worker's complaint regarding the violation of any of his/her rights or freedoms.
9. Provide the employer with a booklet of a receipt slips evidencing the payment of the wage.
10. Reimburse the employer all or part of the amounts paid to the agency, as specified by the implementing bylaws in any of the two following cases:
  - a. The termination of the contract by the worker after the probation period for a reason not related to the employer.
  - b. The abandonment of work after the probation period without a valid reason.

#### **Article (5)**

1. A contract, modeled on the unified standard contract mandated by the Ministry, shall be entered into by the recruitment agency and the employer that sets out the obligations related to the worker's recruitment. This contract shall include in particular the following:
  - a. The profile and qualifications that the employer expects of the worker to be recruited by the agency.

b. The basic rights and privileges that the employer commits to honor, notably as they relate to the type of work and the total wage.

c. The financial commitments by the employer that relate to the worker's travel from his/her home country to UAE, the compensation due to the agency in return for its services, etc. The Minister or his representative are empowered to decree the terms and value of this compensation.

d. The timeframe for completing the worker's deployment procedures.

2. In case the recruitment agency fails to comply with the provisions of the contract that are mentioned in clause (1) of this article, the employer is entitled to decline to employ the recruited worker.

Notification by the employer of the decision not to employ the worker shall be made in writing and the provisions of article 4/4 of this law shall apply, without prejudice to the employer's right to seek from the recruitment agency the payment of a compensation for any damage incurred due to the violation of the terms of the contract.

Employment Contract

#### **Article (6)**

The employer shall undertake to present to the worker an employment contract that is modeled on the unified standard contract mandate by the Ministry. The contract shall be in written form and produced in four signed copies: one to be surrendered to the worker, one to be kept by the employer, one to be deposited with the recruitment agency and the fourth to be deposited with the Ministry. In all cases, the parties to the contract shall be entitled to agree to additional terms that can be the subject of an ancillary contract.

#### **Article (7)**

The employment contract must include the parties' names, the workplace, its date, the employment starting date and nature, contract duration, total wage, payment method, authorized leave, probation period, rest periods and circumstances leading to the contract's termination, in addition to any other conditions required due to the nature of the occupation as per the unified standard contract that is mandated by Ministry.

In all cases case, the first period of the contract shall not exceed two years and may be renewed for additional periods by mutual agreement.

#### **Article (8)**

No legal action to recover rights under the provisions of this law may be brought more than six months after the employment relationship has ended without a legal justification.

#### **Article (9)**

The worker shall be placed under probation for a period of six months from the date of work commencement.

#### **Article (10)**

The monthly wage shall be paid in Emirati DIRHAMS within a maximum period of 10 days after it is due. The Ministry may determine the system it deems best to ensure the payment of wages and its method. The worker shall be entitled to the total wage as from the date of his/her entry to UAE or the date his/her status has been modified. The payment of the total wage shall be evidenced by a written receipt or any other form of evidence decided by the Ministry.

#### **Article (11)**

1. There shall be deducted from the worker's total monthly wage, any amount required to meet debts in execution of a court order, subject to a maximum amount that is equivalent to a quarter of the total wage.

2. If the worker, as a result of gross negligence or non-compliance with the employer's instructions, acts in such a way that results in damage sustained by the employer in the form of loss or destruction of tools, machines, products or materials owned by the latter, or of any item placed in the custody or at the disposal of the worker, the employer, subject to the consent of the worker and approval by the relevant department of the Ministry, may deduct from the total wage an amount deemed adequate by the Ministry as compensation for the loss.

If the proposed settlement is not accepted by either party, the dispute shall be referred to the courts.

3. In all cases, the approved debt may be deducted from the end-of-service compensation if it was not possible to deduct it from the wage.

Work regulation

#### **Article (12)**

1. The worker shall be entitled to one day of paid rest per week in accordance with the implementing bylaws. He/she may be required to work on a weekly rest day, in which case he/she shall be entitled to an alternative day of rest or payment of the equivalent of a day's wage.

2. The implementing bylaws shall set the working and rest hours, subject to a minimum of twelve hours of daily rest, of which eight must be consecutive.

Yearly leaves

#### **Article (13)**

1. The worker shall be entitled to thirty-day paid leave per year. If the service duration was less than one year and more than 6 months, he/she shall be entitled to a two-day leave per each month of service.

The employer may set the annual leave date, and when necessary divide it to a maximum of 2 periods. In case the working conditions necessitate that the worker works during all or part of his annual leave, and the leave was not deferred to the next year, the employer must compensate the worker the equivalent of the daily basic wage multiplied by the number of days worked. In all cases, the worker may not be made to work during his annual leave more than once in two consecutive years.

2. When legal holidays occur during the annual leave, no additional corresponding days are shall be added to the leave. Similarly, days of sickness that occur during the leave shall not be added to the leave.

3. Subject to the provisions of article (7) of this law, the worker shall be entitled, in case of renewal of the employment contract, to accrue his due leave for more than two years and take all the accrued period of leave at once.

4. The employer shall bear the cost of a round trip ticket to and from the worker's home every two years, or pay the worker the cash equivalent of the leave due to the worker for two years in addition to the ticket fare if the worker desires to forego his/her leave.

5. If the employment contract expires or is terminated by one of the parties, without the worker having obtained his annual leave, he/she shall be entitled to a cash equivalent of his due leave based on the wage in force at the leave due date, unless the worker did not take his/her leave for a reason related to the employer, in which case the wage shall be calculated on the basis of its level at the time of the worker's dismissal.

#### **Article (14)**

The worker shall be entitled to thirty days of sick leave per contractual year, to be taken consecutively or intermittently when evidenced by a medical report issued by the health entity officially accredited in UAE. Sick leave compensation shall be calculated as follows:

1. The first 15 days with full wage. The next 15 days unpaid.
2. The employer's and worker's obligations

#### **Article (15)**

The employer shall abide by the obligations specified in the employment contract and its annexes, in addition to the following:

1. Ensure all necessary requirements for the performance by the worker of the agreed upon work.
2. Provide the worker with decent accommodation.
3. Provide the worker's requirements of daily meals and the necessary work attire, as long as the worker is in the full time employment of the employer and not assigned to temporary employment by a third party, unless it is otherwise agreed to by both parties.
4. Pay the worker's medical treatment costs in accordance with the healthcare system applicable in UAE.
5. Treat the worker decently, preserving his/her dignity and physical health.

6. Desist from requiring the worker to work for a third party except in accordance with the conditions and situations set out in the implementing bylaws. Employ only workers who possess permits to perform work that is governed by the provisions of this law and its implementing bylaws.
  7. Pay the due compensation if and when the worker sustains work-related injuries or contracts occupational diseases in accordance with the compensation table attached to the applicable law governing the regulation of labor relations, unless such compensation is settled by insurance provider.
  8. Desist from requiring the worker to perform the tasks of an occupation other than his/hers, except with the full consent of the worker and subject to the other occupation being covered by the provisions of this law.
  9. Ensure the worker's right to maintain possession of his/her personal identification documents.
  10. Pay the heirs of a worker who passed away while in service the full wage of the month during which the worker was deceased, in addition to any other outstanding dues to the worker.
  11. Desist from receiving, directly or through a third party, any amounts or consideration from the worker, unless stipulated by this law or its implementing bylaws or the unified standard contract mandated by Ministry.
  12. Notify the Ministry of any violation by the worker of any applicable regulations.
- The employer shall abide by the Ministry's instructions in these cases.

#### **Article (16)**

The worker shall abide by the obligations specified in the employment contract, in addition to the following:

1. Perform the work in person under the employer's direction and supervision and as stipulated in the contract. He/she shall work diligently without any unjustified interruption.
2. Respect the societal customs and traditions and comply with public morals.
3. Comply with the employer's instructions as to the execution of the agreed upon work, unless such instructions violate the contract, the law or the public order and public ethics or endanger or expose the worker to legal accountability.
4. Preserve the employer's property, work tools, all items placed in his custody or at his disposal and exercise due care and take all precautions to safeguard them.
5. Respect confidentiality and refrain from divulging private information he/she accesses in the course of performing the assigned work even after the work relation has ended.
6. Refrain from using work tools outside the workplace without the approval of the employer, and keep them in their assigned places.
7. Provide the necessary assistance and help in cases of disasters and dangers to the workplace or the safety of people therein.
8. Desist from working in any way whatsoever without a work permit delivered by the Ministry and in accordance with the terms of this permit.
9. Notify the Ministry of any change in his/her place of residence as recorded in the work permit within a maximum period of 7 days from the change date.

#### **Article (17)**

The employer shall inform the Ministry within 5 days of any illegitimate absence of the worker, who in return shall inform the Ministry within (48) hours from the date he quits his job without the employer's knowledge.

#### **Article (18)**

The employer and worker shall comply with the applicable occupational health and safety requirements and with preventive health measures in accordance with the implementing bylaws and any other legislation in force in UAE.

Inspection

#### **Article (19)**

The Minister shall appoint enforcement agents with the mandate to:

- 1- Monitor the enforcement of the provisions of this law, of its bylaws and implementing ministerial decrees.
- 2- Hold to account any violators of the provisions of this law, of its bylaws and implementing ministerial decrees.
- 3- Carry out inspections of recruitment agencies.
- 4- Carry out inspections of places of work and workers' accommodation quarters subject to the provisions of article (20) of this law.

#### **Article (20)**

Pursuant to the provisions of article (19) of this law, the inspectors shall only enter places of work and workers' accommodation quarters after obtaining their owners' permission or by order of the Prosecutor General, in the two following cases:

- 1- A complaint has been filed by the worker or the employer.
- 2- There exists reasonable evidence that the provisions of this law, of its bylaws or implementing ministerial decrees have been violated.

Dispute resolution

#### **Article (21)**

1. In case a dispute arises between the contracting parties and they fail to resolve it amicably, they shall refer the dispute to the Ministry.
2. The Ministry shall take the action it deems appropriate to resolve the dispute amicably within 2 weeks in accordance with procedures that are outlined in the bylaws.



3. No case shall be considered by the competent court unless and until the procedures that are set in this law and its bylaws have been followed.

Contract termination

#### **Article (22)**

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

- a. Its term has expired and it has not been renewed in accordance with the provisions of this law, its implementing bylaws and executing ministerial decrees.
- b. The death of the worker or when the worker becomes disabled while at and as a consequence of work. The disability and its extent shall be documented in a report from a competent medical authority. The employer shall bear the expenses of repatriating the remains of the deceased worker, or returning the disabled worker to his/her origin country.
- c. The employer's death; however, the contract may be allowed to remain in force until its expiry date with the approval of the Ministry.
- d. The conviction of the worker of a felony or his receiving a freedom constraining court sentence for a felony or a misdemeanor.
- e. Agreement by both parties to terminate the contract.
- f. The worker reaching 60 years of age. The Minister shall determine the cases where service may be extended beyond this age.
- g. The worker exhausting his sick leave or lack of physical ability to work.
- h. The worker's absence without an acceptable reason for 10 consecutive days or fifteen intermittent days during a contractual year
- i. It is established that one of the contracting parties violated his obligations under the law or the contract, in which case, the provisions of article (23) of this law shall apply.

2. The employer shall settle all of the worker's financial dues within 10 days of the contract termination date.

#### **Article (23)**

1. Either party of the contract may terminate it unilaterally if the other party violates his obligations stipulated in articles (15) and (16) of this law.

2. Either the employer or the worker may terminate the contract. If the contract is terminated by the employer for a reason not related to the worker, then he/she shall undertake to provide a ticket to return the worker to his/her home country, pay compensation equal to one month's total wages and any other dues to be paid by the employer to the worker, as well as any other compensation ordered by the court.

3. If the contract is terminated by the worker for a reason of his/her own after the probation period, he/she shall bear the expenses of his return to his/her home country and pay to the employer compensation equal to one month's total wages, any other dues to the employer and any other

compensation ordered by the court.

4. In all instances of termination of the employment relation, the Ministry shall decide whether to grant the worker a new work permit in accordance with the rules and conditions the Ministry decrees and with the legal provisions that are in force in UAE.

#### **Article (24)**

All amounts due to the worker or his/her heirs by virtue of the provisions of this law shall have precedence over all claims against the employer's movable and immovable assets, and are payable immediately after settlement of amounts due to the State treasury and legal alimony.

#### **Article (25)**

In all instances of termination of the employment relation, the employer shall not be bound to bear the expenses of returning the worker to his/her home country if the latter has engaged in other work, as outlined in the implementing bylaws.

End of service compensation

#### **Article (26)**

1. The worker, who completes one year or more of continuous service, shall, at the end of his/her service be entitled to an end-of-service compensation. Unpaid days of absence from work shall enter into the calculation of the end-of-service compensation. The compensation shall be calculated on the basis of 14-day wages for each year of service and becomes due upon the termination of the contract. The calculation of the compensation resumes upon the renewal of the contract.

2. The worker shall be entitled to a compensation for the portion of time worked during the last year of employment on a pro rata basis provided the worker has completed no less than one full year of continuous employment.

#### **Article (27)**

The worker shall be denied end-of-service compensation if the contract is terminated due to unlawful discontinuance of work or if the worker acts to terminate the contract without due cause.

#### **Article (28)**

1. A worker under provisional detention shall not be entitled to any wage for the duration of his/her Detention.

2. If a criminal lawsuit is brought to court on the basis of charges filed against a worker by the employer And, either the criminal investigation does not result in trial or the worker is tried and exonerated, the Worker shall be entitled to receive his total wage corresponding to the period of his/her detention. If

He/she is convicted, the wage is forfeited.

3. If a criminal lawsuit is brought to court on the basis of charges filed against a worker by a third party And the worker is convicted; he/she shall not be entitled to the wage corresponding to the detention Period. If no trial ensues or the worker is exonerated, the third party shall be obligated to pay the wage. Penalties

#### **Article (29)**

Without prejudice to a harsher penalty mandated by another applicable law, shall be incarcerated for a period not exceeding 6 months and charged a fine of no less than 10,000 Dirhams and no more than 100,000 Dirhams or subjected to one of these two penalties:

1. Any person who hinders or prevents any officer entrusted with the enforcement of the provisions of This law, its bylaws or implementing decrees from carrying out his/her duties.
2. Any officer entrusted with the enforcement of the provisions of this law who discloses any secrets That he/she accesses in the course of performing his/her duties, even if the disclosure occurs after the Officer has left his/her post.
3. Any person who facilitates the abandonment by the worker of his/her work or provides him/her with Shelter for the purpose of exploiting the worker or provide him/her with unauthorized employment. The Court may order the expulsion of this person upon conviction.

#### **Article (30)**

1. without prejudice to a harsher penalty mandated by another applicable law, any person who violates Any of the provisions of article (3) sections 1, 2, 3 or 4 of this law shall be made to pay a penalty of no Less than 50,000 DIRHAMS and no more than 100,000 DIRHAMS. The penalty shall be doubled if the Violation is repeated within a year from the conviction date.

2. A recruitment agency that violates any of the provisions of article (4) of this law shall be subjected to The same penalties described in section 1 of this article.

#### **Article (31)**

Without prejudice to a harsher penalty mandated by another applicable law any person who violates Any other of the provisions of this law, its bylaws or implementing decrees shall be subjected to a Penalty fine of no more than 10,000 DIRHAMS.

Final provisions

#### **Article (32)**

The recruitment agency shall be the considered the employer of a temporary worker without prejudice to the worker's obligations towards the natural person or his/her family who are beneficiaries of the

Worker's service. The bylaws and implementing decrees shall set the rules and conditions of temporary Employment.

**Article (33)**

Arabic shall be the language used in the contract. When a contract is drafted in another language in Addition to the Arabic version, it is the Arabic text that is officially admitted.

**Article (34)**

Court cases filed by workers in accordance with the provisions of this law are exempted from all court Fees at all stages of litigation and shall be heard in a speedy and prompt manner.

**Article (35)**

Agencies working in fields of recruitment or temporary employment must regularize their situation Pursuant to the provisions of this law, its bylaws and implementing decrees within 6 months from the Date of entry into force of this law.

**Article (36)**

Consistent with the provisions of article (5/c) of this law, fees levied in the course of implementing this Law shall be set by the Council of Ministers.

**Article (37)**

Any term of a contract or an agreement that is in violation of the provisions of this law shall be deemed Null and void, even if the contract or agreement is entered into prior to the entry into force of this law, Unless it is more beneficial for the worker.

**Article (38)**

The UAE courts shall be the competent authorities to settle disputes and lawsuits filed as a result of Alleged violations of the provisions of this law, its bylaws or implementing decrees as well as of contracts  
Governed by this law.

**Article (39)**

Any provision that violates or contradicts the provisions of this law is repealed.

**Article (40)**

The Council of Ministers or the authority it delegates for this purpose shall issue the bylaws and the Required implementing decisions and or decrees regulation and the decisions necessary to enforce the Provisions of this law within a period not exceeding 6 months from the date of entry into force of this Law. The rules applicable at the time of promulgation of this law shall apply until the new regulations are  
In place.

**Article (41)**

This law shall be published in the Official Gazette and shall enter into force two months after it's Publication.

KHALIFA BIN ZAYED AL NAHYAN,  
President of the United Arab Emirates  
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