Federal Law No. 8 of 1980 regulating labour relations as amended by Federal Laws Nos. 24 of 1981, 15 of 1985 and 12 of 1986 (the "Law").

1. To whom does the law apply?

According to Article 3 of the Law, the Law applies to all staff and employees working in the United Arab Emirates, whether UAE national or expatriate. However certain categories are exempted from its applicability:

Staff and workers employed by the federal government, government departments of the member-emirates, the municipalities, public bodies, federal and local public institutions and those staff and workers employed in federal and local governmental projects are exempt.

Members of the armed forces, police and security units.

Domestic servants and their like.

Agricultural workers and persons engaged in grazing (this exemption does not include persons who are employed in corporations which process agricultural products and or those who are permanently engaged in the operation of/ or repair of machines required for agriculture.

2. What aspects of the employer employee relationship does the law deal with?

The law covers all aspects of employee-employer relationships (Chapter 12). It governs all aspects of employment contracts, restrictions on the employment of juveniles and women, maintenance of records and files, wages, working hours, leave, safety and protection of employees, medical and social care, codes of discipline, termination of employment contracts, end-of-service benefits, compensation for occupational diseases, labour inspections, penalties and employment related accidents, injuries and fatalities.

II. LABOUR APPLICATION

1. By whom is the Law enforced?

The Law is a federal legislation applicable to all the emirates of the federation. It is enforced by the Ministry of Labour and Social Affair (the "Ministry"). Labour related litigations are adjudicated by the federal and local courts of the UAE.

2. What is the primary pre-requisite for employment?
An application must be made to the Ministry of Labour to employ any expatriate employee in the UAE. The application is to be approved by the Ministry of Labour before the employee enters the UAE. Employment permits are valid for three years subject to renewals for similar periods.

In the case of national employees, an employment contract may be entered into at any time. Employment contracts for non-nationals must be drawn in the format approved by the Ministry of Labour on an application made by the employer. Employment contracts for national employees need not, however, be in writing and the terms and conditions of employment may be proved by any means of proof admissible by law. A labour permit for an expatriate employee will not be issued by the Ministry of Labour unless a formal written labour contract is filed with the Ministry.

III. EMPLOYMENT CONTRACT

1. What are the permitted tenures of employment contracts?

Two types of employment contracts are permissible: Limited employment contracts which are contracts for a specified duration with specific commencement and completion dates, and unlimited contracts by which the employee will continue to work for the employer from a specific date till such time as the employment contract is terminated by either party after giving prior notice.

2. What is the difference between a limited and an unlimited employment contract?

A limited contract has the following characteristics:

It has a commencement and completion date.

Its term cannot be in excess of a period of 4 years. It can however be renewed on mutual consent for a similar or lessee period.

The employment will terminate at the end of the contract period.

If the employer terminates the contract for reason other than those specified in Article 120, he would be liable to pay compensation to the employee. This compensation shall be determined on the basis of the wages due for a period of three months or for the remaining period of the contract whichever is less, unless an article in the contract states otherwise.

If the contract is cancelled by the employee for reasons other than those stipulated in Article 121, he will be liable to compensate the employer against any loss resulting from its cancellation. The amount of compensation shall be computed on the basis of half-a-month's wages for three months or for the remaining period of the contract whichever is less, unless the contract states otherwise.

The characteristics of an unlimited contract are as follows:
The contract will state a commencement date but no completion date i.e. the date on which the contract will end. A contract will be considered "unlimited" if it is a oral contract or if it is not for a specified period or it had been for a specified period and the parties continue to act on its terms & conditions after its expiry, without any written contract specifying the completion date, or if the purpose of the employment is to complete work not estimated within a specified time-frame or which is by very nature not renewable.

The contract may be terminated on a mutual agreement by either of the parties by giving the other 30 days notice of termination.

The contract may be terminated for a justified cause at any time on giving 30 days notice of termination by either party to the other. The notice period may be less for an employee working on daily basis.

The notice period may be extended for a period exceeding 30 days. It would then not be acceptable for the parties to waive this notice period.

The employees wages during the notice period should be paid in full for the entire notice period served. In the event that no notice had been given, the person who ought to have given the notice must compensate the other with the payment of a month's wage in lieu of the notice period.

As per Article 120, the employer may terminate the employee's contract without notice.

The employee may terminate the employment contact without notice in accordance with Article 121.

The employee will be entitled to compensation if the termination of the contract had been for an unjustified cause. The court may award the employee damages, against the employer, provided that the damages so awarded does not exceed three months wages of the employee (calculation to be based on the last wage paid to the employee).

The compensation for damages if any, awarded to the employee for unreasonable dismissal, will be without prejudice to the employee’s entitlement of end-of-service gratuity and payments in lieu of notice, if notice had not been properly given.

3. What information should be stated in an employment contract?

The only information required by law to be specified in the employment contract is as follows:

Date of the employment contract
Date of commencement of the employment contract
Nature of the contract (limited or unlimited)
Designation/category
Term of the contract (for limited contracts)
The compensation package

IV. PROBATION PERIOD

1. What is stipulations regarding the probation period?

During the probation period either the employer or the employee may terminate the employment contract with immediate effect without the employee being liable to pay end of service gratuity or the employee, compensation for damages. According to Article 37 of the Law, the probation period can be for a maximum period of six months. It is not permissible for the same employer to employ any person on probation, more than once.

2. Is the period of probation included for the purposes of calculation of gratuity and other terminal benefits?

The probation period, once completed, will be considered as employment with the employer. It will be taken into account in calculating gratuity and other terminal benefits.

3. Are employers liable to pay repatriation and other benefits for probationary termination?

All wages and benefits occurring during the probation period must be paid along with the repatriation costs unless the termination of the employment contract had been at the behest of the employee. The employer is however not required to pay end-of-service gratuity or compensation in lieu of notice or damages should the employment contract be terminated without notice (during the probationary period).

4. Can the probationary period be waived?

The parties to the contract may agree to commence the employment without probation. Probation is not compulsory. Further it is left to the discretion of the parties to agree upon the actual term of the probationary period subject to a maximum of six months.

V. PAYMENT OF WAGES

1. What constitutes wage according to the Law?

Wages according to the Law, has been defined as follows:

"Remuneration paid to the employee in return for his services under a labour contract, whether in cash or in kind; annually, monthly, weekly, daily, hourly, on a piece-rate, productivity linked. "Wage" include cost of living allowances, incentives in recognition of honesty or efficiency, provided that these incentives have been specified in the labour contract or in the establishment's internal rules and regulations, have become customary or if the employees of that establishment have come to regard such incentives as part of the wages as opposed to a donation."
2. What is the difference between "Wages" and "Basic Wage"?

"Basic Wage" is the wage specified in the labour contract and as agreed between the parties for the term of the contract. Allowances of whatever nature are not included in the basic wage. Therefore, accommodation, housing, transport and travel allowances will not be included in the basic wage.

Basic wage is significant in the calculation of end-of-service gratuity, which is determined on the basis of the last drawn basic wage and not on the basis of the total wage. Allowances will not form part of the basis for this calculation.

3. Does the Law prescribe a minimum wage?

No minimum wage has been prescribed under the UAE Labour Law. However, an employee with a monthly salary of less than Dhs. 4,000.00 will not be able to sponsor a resident visa for his spouse. This is a labour regulation and does not form part the labour law.

4. How are wages to be paid?

Wages may be paid on a monthly, weekly, or on a daily basis. The parties may mutually agree on the manner in which wages would be paid or remitted. It may be paid in the UAE or elsewhere.

5. In what currency are wages to be paid?

Wages may be paid in any currency, in UAE Dirhams or any other currency. The parties may agree on the actual currency. Neither the Labour law nor any other law of the United Arab Emirates restricts repatriation or transfer of monies.

6. Does the law require evidence of payment of wages?

In the case of any dispute, the employer would be required to prove that the employee had been paid his wages along with such allowances as applicable. Such evidence must be in writing. However, the employee can prove non-payment of wages by any means stated in the law of evidence. It is necessary that the employer maintains adequate record and books recording payment of wages and allowances.

VI. EMPLOYMENT OF JUVENILES

1. Does the law restrict the employment of any category of persons?

1. Employment of Juveniles (of either sex) under the age of 15 is prohibited. Before employing a juvenile, employers must retain copies shall obtain from him the following documents in the Juvenile's personal file:

A birth certificate or age-estimation certificate issued by a specialized physician and certified by the concerned health authorities.
A certificate of physical fitness for the nature of proposed work, issued by a specialized physician and certified by the concerned authorities.

A written consent from the juvenile's guardian.

2. Further the employment of juveniles is prohibited under the following circumstances:

a. At night in industries.

b. In hazardous jobs or work which is harmful to health.

c. With working hours in excess of six hours per day (one or more breaks for rest is to be provided within the stipulated six hours).

d. To work overtime under any circumstances or to remain at the place of work after their working hours.

e. Work on holidays.

f. Employment of women at night between 10.00 p.m. to 7.00 am is prohibited, save and except for the following situations/categories:

During work stoppages due to force majeure.

Employees in relatively technical and administrative position.

3. Health workers - other jobs as determined by the Minister of Labour and Social Affairs, provided that the woman employee does not usually perform a manual job.

g. Woman are not to be employed in hazardous or difficult work and, other duties harmful to health or morals, or in other jobs as may be specified by the Minister of Labour and Social Affairs.

VII. WORKING HOURS

1. What are the prescribed working hours?

The maximum prescribed working hours for an adult employee is eight hours daily or forty-eight hours per week. However, the working hours may be increased to nine hours per day in the case of persons employed in trades, hotels, cafeterias, guards.

2. Would travelling to and from work be included in working hours?

No, the time travelling to and from work is not included in working hours.

3. Are breaks included during working hours?
The employee may not work for more than 5 consecutive hours per day without breaks for rest, food and prayer. However, the resting and the food will not be included in calculating the working hours. In the case of factories where people work day and night, shifts or jobs where for technical and economical reasons, continuance attendance is required, the ministers shall specify the manner in which the employee may take intervals for rest, prayer and meals.

4. In what situations does overtime exist, and on what basis is it calculated?

If the nature of the job requires overtime, the employee shall be paid overtime and the payment shall be equivalent to the wage paid for the ordinary working hours plus an increase of not less than 25% of his wage for the overtime period. However, if the employee's overtime fall between the hours 9.00 p.m. to 4.00 p.m. the employee will be entitled to an overtime equivalent to the normal working hours plus an increase of not less than 50% of his wage for the overtime period.

If circumstance of work require the employee to work at the place of work on Friday, he shall be given another day for rest during the week as a substitution or be paid a basic wage plus a minimum of 50% of that wage. However, the employee shall not be asked to work two consecutive Fridays unless his wages are calculated on a daily basis.

In any circumstances, overtime shall not exceed two hours in a day except where work is necessary to prevent big losses, a serious accident or to remove traces of such an accident, or reduce its effects.

The above provisions however, will not be applicable to the following persons.

Persons in a senior position, or in an administrative supervisory role, if such persons have similar authority over employees, as the authority of the employer.

Crews of naval ships and marine employees who enjoy special privileges because of the nature of their work. This does not include port employees engaged in loading and unloading and other related work.

VIII. ANNUAL LEAVE

1. What are an employee’s leave entitlements?

For every year of service, an employee is entitled to an annual leave of not less than the following:

Two days leave for every month if his service is more than six months and less than a year.

30 days annually if his service exceeds one year. At the end of the service the employee is entitled to an annual leave for the fraction of the last year he spent in service.

2. Which official holidays are the employee entitled to?

An employee is entitled to an official holiday with full wage for the following occasion

Hijri New Year's Day one day
2 Gregorian New Year's Day one day
3 Eid Al Fitr (end of Ramadan) two days
4 Eid Al Ada and Waqfa three days
5 Prophet Mohammed's Birthday one day
6 Isra and Al Mi’raj one day
7 National Day one day

3. Are official holidays excluded from the calculation of leave?

No. The calculation of duration of annual leave shall include holidays specified by law or by agreement, or by any other day because of sickness if they fall within the leave and shall be deemed to be part thereof.

4. What would be payable to the employee during his annual leave?

An employee shall be paid his basic wage plus the housing allowance, if applicable, and any other allowances which he receives in the normal working month.

5. Who determines when the leave starts and for how long?

The employer has the right to determine the beginning of the annual leave, and when necessary, he has the right to divide the leave into two sections.

If however, work circumstances require keeping the employee during whole or part of his annual leave and the leave has not been carried over for the following year, then the employer shall pay him his wage in addition to a leave allowance for the day he worked equal to his basic wage.

In all cases, no employee shall be required to work during his annual leave more than once during two consecutive years. In other words, the employer may only defer the annual leave once in two consecutive years and at the same time pay the employee the annual leave wages.

6. At which point should annual leave wages be paid?

Before taking his annual leave, the employee shall be paid his full wage, plus the wage of his leave days he deserves according to the provision of this law.

7. Is the employee entitled to payment in lieu of leave if his services are terminated?

The employee is entitled to payment of his wages for his leave if his employment is terminated, or he left his work after the period of notice determined by law. The employee will be entitled to receive wages for the annual leave that he has not taken. Payment will be calculated on the basis of the wages he received at the time when the leave was due.

IX. SICK LEAVE

1. Is the employee entitled to sick leave?
The employee must report to the employer any injuries or illness preventing him from working, within a maximum period of two days.

The employee will not be entitled for any sick leave during the probation period.

After a period of three months continuous service following the probation period, the employee is entitled to:

- Full wage for the first 15 days.
- Half wage for the next 30 days.
- Any following period will be without wage.

However, if the employee's illness is directly caused by his misconduct, he is not entitled to any wage during the sick leave.

2. Can the employee resign from employment during the sick leave?

The employee may resign from employment during the sick leave and before the completion of 45 days specified by law, provided the cause of resignation was approved by a government physician. In this situation, the employer must pay the employee who resigned, all the wages of which he is entitled for until the end of the 45 days referred to above.

3. Can the employer terminate the employee from service during his sick or annual leave?

The employer may not terminate the employee from service during his sick leave or during his annual leave. During this period any notice for termination will be considered null and void.

However, the employer is entitled to terminate the employment contract if the employee has exhausted his full sick leave and is not fit to come back to work. In such a case the employee will be entitled for his full gratuity and end of service entitlement according to this law.

Further, the employee will not be entitled to wages for the days that he has not reported to work after the end of his leave. This will not prejudice the rights of the employer to terminate the employees contract if he fails to report back to work within 7 consecutive days from the date on which he was due back.

4. Is going to Haj for pilgrimage considered part of the annual leave?

The employer must give the employee once during his employment a special leave without pay to go for Haj (pilgrimage) which should not exceed 30 days. This 30 days will not be part of the employee's annual leave or any other leave for which he is entitled.

5. Maternity leave entitlement

A working woman shall be entitled for 45 days maternity leave with full pay to include the period before and after the delivery, provided she has served continuously for not less than one
year. The maternity leave shall be granted with half pay if the woman has not completed one year.

At the end of the maternity leave, a working woman has a right to extend her maternity leave for a maximum of 100 days without pay. This unpaid leave can be continuous or interrupted if the interruption is caused by illness which prevents her from coming to work. The illness must be confirmed by a certified government physician licensed by the competent health authority.

Maternity leave in either of the above cases shall not be deducted from any other leave for which the woman employee is entitled.

During the 18th months following the delivery, the working woman, who fosters her child has the right to have two daily intervals which do not exceed half an hour each for the purpose of nursing her child. Those two additional intervals shall be considered part of the working hours and no deduction in wages shall be made.

**X. EMPLOYEE RECORDS**

1. What types of records must be kept by the employer?

An employer who has 5 employees or more in his service, shall adhere to the following:

Keeping a file for every employee giving his name, trade or profession, age, nationality, place of residence, marital status, date of commencement of service, wage and any change in it, vacation, illness and injuries, and the date of termination of service and the reason for termination.

A "leave card" for every employee to be kept in his file. It should be divided into three sections: The first for annual leave, the second for sick leave and the third for other leave. The employee or any one acting on his behalf shall note on his card all leaves taken by the employee for future reference.

In addition to this, an employer who employs 15 employees or more shall keep in every place of work or a branch of the place of work the following records and documents:

A record of payroll listing the employee's names according to the date of their recruitment along with the daily, weekly or monthly wages, allowances or payments for piece work, commission as well as length of service and date of leaving the job.

A record for work injuries listing work injuries or occupational diseases immediately the employer is informed.

The basic rules and regulations for work should be displayed in a permanent, visible place, at the site of work showing the basic regulations for work including working hours, weekly holidays, official holidays, and the necessary safety precautions to avoid work hazards and fire dangers. The implementation of these regulations and any amendments thereto have to be sanctioned by the labour dept. within 30 days from the date of their submissions.
The company regulations relating to disciplinary measures must be permanently displayed in the place of work. This must outline measures which may be taken against those who violate the regulations.

The implementation of these regulations and the amendments thereof, will have to be sanctioned by the labour department within 30 days from the date of submission.

**XI. SAFETY REQUIREMENTS**

1. What are the safety regulations and measures required by law?

The UAE Federal Labour Law specifies certain provisions for employee safety and health care, stipulated under Article 91 to Article 101. The provisions of the law require the following measures and procedures to be adhered to:

Every employer should provide his employees with suitable means of protection against injuries, occupational diseases which may be contacted during work, fire and hazards which may result from the use of machinery and other work equipment. The employer shall apply all the other precautionary measures specified by the Ministry of Labour and Social Affairs. The employee however, has to use the safety equipment and clothes given to him for this purpose. He shall also follow his employer's instructions which aim to protect him from danger.

Every employer shall display in a permanent and prominent place at the work site, detailed instructions regarding the means of preventing fire and the means of protection of employees from hazards to which they may be exposed during work. These instructions shall be in Arabic and if necessary another language understood by the employee.

Every employer shall make available a first aid kit or kits containing medicines, bandages and other first aid material as directed by the Ministry of Labour and Social Affairs.

Every employer shall keep every place of work clean and well ventilated. These places should have adequate lighting and be provided with water suitable for drinking, and bathrooms.

An employee shall assign one or more physician to examine thoroughly those of his employees who are exposed to the possibility of contracting one of the occupational diseases listed in the schedule attached to this law. At least once every six months, these, "at risk" employees should be examined and results recorded on their files.

An employer shall provide his employee with the means of medical care up to the standard determined by the Ministry of Labour and Social Affairs in consultation with the Minister of Health.
The employer or his deputy shall inform the employee of the dangers of his job and the means of protection that he has to take. He shall also display detailed written instructions concerning that at work premises.

No employer, his deputy, or any person who has authority over employees shall bring or allow others to bring any kind of alcoholic drinks for consumption on work premises. He shall also not allow any person to enter the establishment or to remain in it, while he is intoxicated.

Every employer employing employees in remote areas not served by public means of transportation, shall provide his employees with the following services:

- Suitable transportation.
- Suitable accommodation
- Suitable drinking water
- Suitable food
- First aid services
- Means for entertainment and sports activities

All the above services apart from food material will be on the employer's account

**XII. DISCIPLINARY CODE**

1. What is the nature of the disciplinary code in the UAE Federal Law?

Yes, there is a disciplinary code in the UAE Federal Labour law which provide for the provision of disciplinary measures which any employer or his representative may impose upon his employees. They are as follows:

- **Warnings**
- **Fines**
- Suspension from work with a decrease in wages for not more than 10 days.
- The prevention of periodical allowances or the postponement of in establishments where such allowances exists.
- The deprivation of promotion in establishments where promotions exist.
- Termination of service without prejudice to the payment of all end of service benefits.
- Termination of service and the forfeiture of all or some of his gratuity. This punishment shall not be imposed for any reason other than those mentioned in Article 120 of this law.

2. What is the maximum fine an employer can impose on his employee?

A fine may be a fixed sum of money or an amount equivalent to the employee's wage for a certain period. A fine for one violation shall not exceed 5 day's wages, and indeed in any month total fines shall not exceed an amount equivalent to 5 day's wages.
3. If a fine is imposed, who should keep the money deducted from the employee's wages?

A fine imposed on an employee shall be entered in a special register giving the reason or the circumstances, name of employee and his wage. A special account shall be kept for these fines, the monthly total of which shall be spent on social welfare for the employees.

4. How often and for what length can an employer deprive an employee from the periodical allowances or promotion.

Any punishment depriving an employee of his periodical incentives may not be imposed more than once within one year. His incentives shall not be postponed for more than six months.

Further, no employee shall be deprived of more than one promotion. The punished employee shall be promoted in the first succeeding opportunity if he satisfies the necessary conditions.

5. What are the limitations and the conditions required by the law pertaining to the use of disciplinary codes?

The employer may not impose any disciplinary measures on the employee unless the following conditions are met:

No disciplinary action shall be taken against any employee because of something he committed outside the place of work unless it is related to work, the employer or the manager in charge of the work.

No more than one punishment shall be imposed for one violation. A disciplinary punishment shall not be accompanied with deduction of part of the employee's wages.

None of the punishment provided for referred to here above shall be imposed on a employee unless he is informed of his violation in writing and given a chance to defend himself. His statement and defense shall be noted and written in his file, and the punishment imposed shall be spelled out at the end of the said note.

An employee must be informed in writing of the punishment imposed on him, stating its type and amount, the reason thereof and the punishment he shall be subject to in case of recurrence.

No employee shall be accused of an offense after the lapse of 30 days of its discovery. No disciplinary action shall be imposed after the lapse of 60 days from the end of investigation regarding the violation, and the confirmation of its recurrence.

6. Under what conditions can an employer suspend an employee from employment?

An employee may be temporarily suspended from work when he is accused of committing a deliberate crime such as physical assault, or financial crime, crimes of honour, or going on strike.

The suspension shall take effect from the date of informing the concerned authority of the incident until a decision is taken by these authorities regarding that incident. An employee shall not be entitled to his wages during the suspension period. If the verdict relieves the employee from standing trial or acquits him. He shall be reinstated in his work and given his full wage for the suspension period if his suspension was a malicious act by the employer.
XIII. WORK ACCIDENT

1. What is the nature of reporting labour accidents and occupational diseases?

If the employee suffered a work accident or an occasional disease, the employer or his representative shall report the accident immediately to the police and labour department or one of its branches under whose jurisdiction the place of work falls. The information shall include the employee's name, profession, address, nationality and a brief description of the incident and its circumstances, and the measures taken for treatment or first aid.

2. Would the employer be prosecuted for an accident or an injury to an employee?

Upon receiving the information from the employer, the police shall perform the necessary investigation stating in their report testimony from witnesses, the employer or his representative, and the injured person if his condition allows him to testify. The report shall specifically state whether the accident related to work, whether it took place intentionally, or as a result of misbehavior on the part of the employee.

If the report came to the conclusion that one of the employer's personnel or Managers were at fault or negligent, he may be prosecuted in a criminal court for the act or omission.

3. Would the employer be liable for the compensation?

In case of work accident and occupational diseases, the employer shall undertake to pay the cost of the employees' treatment in one of the government or private clinics till the employee recovers or his disability becomes certain. The treatment shall include hospital and sanitary fees and cost of surgical operations, X-rays and laboratories fees in addition to the cost of medicine and rehabilitation equipment and artificial parts for those whose disability is proven. The employer shall also pay the travel expenses needed for the employees' treatment.

4. What would the employer pay if the employee were not able to perform his work after the accident?

If the injury prevented the employee from performing the duties of his job, the employer shall pay him a grant equivalent to his wage during the treatment period or for six months whichever is less. If the treatment takes more than six months, then the grant shall be reduced by half for another six months or till the employee recovers, his disability becomes certain, or he dies, whichever comes first.

5. How much would the employer pay the employee during his treatment?
The financial grant made by the employer shall be calculated on the basis of the last wage the employee was paid in respect of those who are paid monthly, weekly, daily or hourly and on the basis of the average wage for those who are paid on piece work basis.

6. Would the employee be entitled for compensation other than his wages?

The employee will not be entitled to claim compensation from the employer other than his wages and compensation for disability according to the schedule published by the labour office. A copy of this schedule is attached herewith to this catalogue. This is, of course, without prejudice to the employee's right to claim compensation against any third party who may participate in causing the accident or the disability suffered by the employee.

7. Is the employee's family entitled to claim compensation?

The employee's family is not entitled to claim compensation unless the accident caused the death of the employee or his permanent disability. The compensation shall be equivalent to the basic wage of the employee for a period of 24 months. The value of the compensation shall not be less than Dhs. 18,000/- and not more than Dhs. 35,000/-. It shall be calculated on the basis of the last wage the employee was paid before his death and divided among inheritors according to the rules of the list annexed law.

8. Who will be considered the heirs of the employee, entitled to receive compensation?

In applying the rules of the Labour Law, the family of the deceased means those who depend for their livelihood entirely, or mainly, on the income of the deceased person at the time of his death. They must qualify by being included among the following categories:

- **Widower.**
- **Children** who are: sons under 17, and those under 24 who are enrolled as a regular student in the institution of learning, and also those of his sons who are physically or mentally unable to earn their living. The word "Son" shall include sons of the husband or the wife who are under the care of the deceased employee at the time of his death.
- **Unmarried girls** including unmarried daughters of the husband or the wife who are under the care of the deceased employee at the time of the death.

9. Would deliberate self injury receive a compensation or medical leave?

If it was evidenced in a report provided by the labour office or the police that the employee had intentionally caused his own injury in order to receive compensation or medical leave then he would not be entitled to either compensation or medical leave, and would be liable for criminal charges to be brought upon him.
XIV. TERMINATION OF CONTRACT

1. When does an employment contract terminated?

An employment contract can be terminated in any of the following circumstances:

If the two parties agree to cancel a contract provided that the employee consents to this in writing. If the contract term has come to an end, unless the contract has been explicitly or implicitly extended according to the rules of the law. As a result of a wish by one of the two parties, and the labour contract has an unspecified term, provided that they observe the provision of the law referred to above, regarding notices and acceptable reasons to cancel the contract without prejudice.

2. Would an employment contract be terminated by the death of the employee or the employer?

An employer's death shall not constitute an end to the labour contract, unless the subject of the contract is related to him personally. However, the contract will be terminated upon the death of the employee or upon his total disability to perform his work.

However, if the employee's disability was partial, and he was able to perform other works which suited his health, the employer shall transfer the employee to another such work, if the employee so requests and give him the same wages for a similar job.

3. Under which circumstances can an employer terminate the employment contract without notice and with immediate effect?

An employer may dismiss an employee without any notice in any of the following cases:

If the employee assumes a personality or a nationality other than his own, or has submitted fake documents or certificates.
If the employee was appointed under probation and the termination happened during that period or at its end.
If the employee commits a mistake causing the employer a big financial loss, provided the employer informs the labour department of the incident within 48 hours.
If the employee violates instructions relating to safety in the place of work, provided those instructions were written and displayed in a permanent place, and the employee has been informed of these instructions orally if he is illiterate.
If the employee fails to carry out his basic duties as stated in the contract and continues to do so inspite of a written interrogation and a warning that his service will be terminated if he repeats his actions.
If he discloses a secret of the establishment for whom he is working.
If he is conclusively convicted by the concerned court of a crime involving honour or his honesty
and public moral.  
If he is found drunk or intoxicated by drugs during working hours.  
If he commits a physical assault on the employer or manager or one of his colleagues during work.  
If he becomes absent without a legitimate reason for more than 20 intermittent days or more than 7 continuous days within one year.  

4. Can an employee terminate a contract without notice?  

An employee may leave his work without notice in either of these two cases:  

If the employer has not fulfilled his obligation towards him as provided in the contract or in this law.  
If he was assaulted by the employer or his legal representative.  

5. Would changes in the structure of the company or its ownership be considered a termination to the contract?  

If there is a change in the form of the establishment or its legal position, any contract valid during the time of change shall remain valid and the service considered continuous. Both the previous and the new employer shall be jointly responsible for six months in executing the obligations relating to the contract of the employee in the period prior to the change.  

After the end of this six month period, the new employer shall alone be responsible.  

6. Can an employee after the termination of contract be employed by other employer in the UAE?  

If the nature of the position held by the employee allows him to know his employer's clients or the trade secrets of the employer, the employer may stipulate in the contract that after the end of his contract, the employee shall not compete with him or share in any competing product. The employee has to be 21 years old at the time of signing the contract for this agreement to be legal. The agreement shall be, as far as time, place and nature of work are concerned, limited to what is necessary to protect the legal interest of the employer. However, if there were no agreements, the employee may work for another employer provided in case of the employee being non-national, he is one of the categories exempted from six months or a one year ban, and that he has not committed any violation to the law which makes him subject to a one year ban from working in the UAE.  

7. What employment ban provision apply upon the termination of an employment contract?  

One year ban will be stamped on the employee passport by the Immigration office if the employee violates the employment contract or the UAE Labour Law and Regulations. The six months ban will be stamped on the category whom not permitted to transfer visa and on the cancellation of the some.
The following category are permitted to transfer of Residence visa:

Engineers.
Doctors, Pharmacists and hospital attendants.
Agriculture instructors.
Teachers
Qualified Accountants and Auditors
Qualified Administration officials.
Technicians of scientific electronics and laboratories.
Drivers licensed to drive heavy transport vehicles and (buses)
This is in case of transferring the sponsorship from a company or establishment to its counterpart or to any governmental body.
Employees of private oil companies are entitled to transfer their sponsorship from one company or establishment to its counterpart or to any governmental body.
Provided always that:

The employee shall occupy with the new employer the same position he used occupy with the previous employer.
The employee must have a valid residency stamped on his passport.
The employee should have completed at least one year with the previous employer.
The employee must obtain the consent of the sponsor to transfer the sponsorship.
With the following exception to the above rules:

If the transfer was to be from one branch to another branch within the same company, establishment or an establishment owned by the same employer.
If the transfer was because of the transfer of the ownership of the company, establishment or a branch of it to the ownership of another company, establishment or person.
If the sponsor breached his liabilities and this resulted in the closing of the establishment.
If a court judgment was delivered the bankruptcy or the wind up and termination of activities of the establishment.
In the case of the death of the original sponsor and his heirs do not intend to continue in running the establishment and consequently it was closed.

This Rules has been -------- by Ministerial Decree No. 13 of 1991.

8. Which rules, if violated, will result in termination of the contract, and thus the employee being banned from working in the UAE for one year?

If the employee without a justified cause, before the end of a specified employment contract, or in the case of unlimited contract, leaves the employer, without giving one month's notice of termination, or leaves his employment before the lapse of one month's notice.

9. Is the employer obliged to give an end of service certificate to the employee at the end of the service?
An employer shall give his employee at his request at the end of the contract a service certificate free of charge, stating the date of commencement of service, the expiry date, total service period, nature of work carried out by the employee, his last wage and any allowances, if they exist.

The employer shall also return to the employee all that he has deposited with him like certificates, papers, instruments etc.

**XV. REPATRIATION OF EMPLOYEE**

1. Who bears the repatriation expenses?

At the end of the contract, an employer shall sustain repatriation expenses of the employee to the place of recruitment or to any other place which the two parties have agreed upon. If the employee served with another employer at the termination of his contract, the new employer shall pay the cost of the travel at the end of the service. However, if the employee is responsible for terminating the contract, he shall be repatriated at his own expense if he has sufficient means.

2. Does the repatriation of the employee means that the employer has also to pay for furniture and family members?

If the employer had paid for the travelling expenses of the employee, his family and the furniture or such provision as stipulated in the contract, the employer then will have to pay for the family and the furniture and any expenses incurred therewith. However, if at the time when the contract was commenced there was no agreement on payment of family repatriation costs or furniture shipment costs and the employer didn't pay for these at the commencement of the contract, the employer will not be liable to pay the same, unless the rules within the establishment specify otherwise.

3. When does the employee have to vacate his accommodation if it was provided to him by the employer?

In cases where the employer provides accommodation to the employee, the employee shall be obliged to vacate the premises within a period that does not exceed 30 days from the date of termination of his services. The employee may not extend this period for whatever reasons provided that the employer actually pays for the following:

The repatriation expenses as agreed.
End of service benefits and other entitlements which are provided by the labour contract or the regulation of the establishment.
In case of a dispute between the employer and the employee, the labour office must give the recommendation of expenses within a week from the date the complaint is filed, and inform the employee of the amount payable. In such a case, the 30 days will commence from the date the
employee deposits the amount recommended by the labour office with its office as deposit. In a situation where the premises were not vacated, the Ministry of Labour will order the vacation of the premises with the assistance of the local police in the emirate concerned. This of course, is without prejudice to the employee's right to challenge the amount recommended by the labour office at the court

XVI. PAYMENT OF GRATUITY

1. What is the employee entitled to at the termination of the employment contract?

The employee at the termination of the employment contract will be entitled for to the following:

A notice period, or any amount due in lieu of the notice period, in the case of an unlimited contract.
Compensation for the unreasonable dismissal if the contract was terminated by the employer for unreasonable cause, in the case of an unlimited contract.
In the case of a limited contract, compensation equivalent to the period until the end of the contract, or three month's salary whichever is greater.
Payments equivalent to the balance of unutilized leave or any part thereof.
Payments for overtime or any balance of wages due and not yet paid.
End of service gratuity calculated on the duration of the employment.
Repatriation expense as per the law or the contract.

2. What does the term end of service gratuity mean in terms of compensation?

An employee who completes one year or more in continuous service shall be entitled to gratuity at the end of the service. The gratuity shall be calculated as follows:

21 day's wages for each year of the first five years.
30 day's wages for each additional year on condition that the total of the gratuity shall not exceed the wages of two years.

3. How is gratuity calculated?

Gratuity is calculated on an annual basis if the employee has actually completed one year of employment with the employer or more. The day of absence from work without pay shall not be included in calculating the length of service. However, if the employee completed a year in service he will be entitled to a gratuity for the fraction of the year proportional for the part of the year he spent in work provided that he has completed one year in continuous service.

4. On what basis is gratuity calculated?
Without prejudice to what is stipulated by some laws in the granting of pensions or retirement benefits to employees, in some establishments gratuity for those who are paid monthly, weekly or daily wages shall be calculated as follows:

Basic wage which is taken as a basis for the calculation of gratuity is that which is last received by the employee before the termination of the employment contract. This wage will be the basis for calculating the gratuity for all the years during which the employee works for the employer calculated at the rate advised here above.

5. What does a basic wage mean?

A basic wage means anything received by the employee as a wage excluding housing, transport, travelling allowances and overtime, family allowances, entertaining allowances and any other allowances or a bonus.

6. Would a commission or payment by percentage be considered a basic wage?

According to recent judgment delivered by the UAE court, any amount payable to employee as wage other than allowances or bonus including wages paid by percent, commission or by performance will be considered a wage and will be taken into consideration in calculating gratuity.

7. Would an employee employed prior to the law coming into use be entitled to gratuity?

According to the UAE law, employees who are working with their employer prior to the date on which the law came into force will not be entitled for gratuity for the period preceding the law. Without prejudice to any entitlement or payment they were entitled to under laws or regulations. However, gratuity for those employees will be calculated on the date the law came in to force thereafter.

8. Can the employer deduct any payment from the gratuity payable to the employee?

The employer may deduct any amount due and payable to the employee to the employer from the end of the service gratuity and make payment for the balance to the employee. If there is any dispute over payment of gratuity or amount payable to the employer, the matter should be put to the labour office for mediation.

9. Does it make difference to the amount calculated for the gratuity if the employee resigned from employment?

An employee employed under a contract for unlimited period who resigned after a continuous service of not less than a year and not more than three years is entitled to one third of the end of service gratuity provided above. If the period of continuous service was more than three years and less than five years he is entitled to two thirds of the gratuity.

If his continuous service was more than five years, he shall be entitled to the full gratuity.
If an employee who is employed under a contract of limited period, resigned with his free will before the end of the contract, he shall not be entitled to the end of service gratuity unless his continuous service exceeds five years.

10. Can an employee be deprived of his end of service gratuity and under what circumstances?

An employee may also be deprived of his gratuity in either of the following two cases.

He has been dismissed for one of the reasons stated in Article 120 of this law, or if he left work to avoid dismissal.

If he left his job voluntarily without notice in cases other than the two provided for in Article 121 of this law. This applies to unlimited period contract and in cases where the employee did not complete five years of continuous employment in a contract of limited term.

If the establishment or company has a pension scheme which is beneficial to the employee, would it be a substitution for payment of gratuity?

If the employer has pension scheme applicable to all employees at the company or the establishment, such a scheme must be published and known to all employees, and at the same time, specify that this scheme will be a substitution for the gratuity rules governed by the UAE Federal Labour Law. It must be more beneficial to the employees than the gratuity provision of the law. Otherwise the employee may benefit from both.

11. Can the employee and the employer agree to pay gratuity for determination of the employment contract for the proceeding period?

The employer and the employer may agree to pay at a certain time the gratuity to the employee for the years during which the employee served the employer, and to start with a new contract for the future period. Provided always however, that this agreement is clearly stated, acknowledged, and agreed between the employee and employer whereby gratuity will be paid for the proceeding period, and a new contract will be entered into for the future relationship. This, bearing in mind that the employee's employment with the employer will still be considered as a continuous period for the purpose of the calculation of the interest, or at the time when he resigns, calculating the years during which he was employed with the employer.

12. Can an employee mortgage or assign payment of his gratuity?

It is possible to mortgage or assign payment of the employee's gratuity to the employer or to the third party by mutual agreements provided that in the agreement with the third party, the employer and the employee should consent and agree to this in writing with an understanding of all parties that the employee may forfeit his right for a gratuity which is not yet due if he has violated the provision of the law as stipulated above.

13. When does gratuity become due and payable?
Gratuity will only become due and payable at the end of or at the termination of the contract.

14. Would end of service gratuity and other dues payable to the employee be considered priority debts?

The employee's wages, overtime, and any other benefits, including the end of service gratuity, is considered a preferential debt and the employee shall have a lien over any movable or immovable property owned by the employer ranking second to government charges, judicial fees and family alimony payments.

21 day's wages for each year of the first five years.
30 day's wages for each additional year on condition that the total of the gratuity shall not exceed the wages of two years.

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13. When does gratuity become due and payable?

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14. Would end of service gratuity and other dues payable to the employee be considered priority debts?

The employee's wages, overtime, and any other benefits, including the end of service gratuity, is considered a preferential debt and the employee shall have a lien over any movable or immovable property owned by the employer ranking second to government charges, judicial fees and family alimony payments.
In case of a dispute between the employee and the employer, or either, an application must be made, should either of the party fail to settle the dispute, to the labour office in the emirate in which the employer's establishment is located. The application must be made by written complaint with the complaint department at the labour office, setting out a summary of the facts, calculation of the amount due, and enclosing a copy of the labour contract. The application will be filed with the Ministry upon collection of Dhs. 100 as registration fees. Either the employer or the employee will be summoned to hear the argument at the labour office, and at the Ministry of Labour and Social affairs must make the recommendation within two weeks from the date on which the application is filed. Should the party still fail to settle the dispute as recommended by the Labour Office, the matter will then have to be referred to court to be litigated in the normal matter. In such a case, the Labour Office will issue summary of the case, the facts of the case, and the memorandum together with the recommendation, and the argument put by either party. The court, within 3 days from the date on which application is received, shall schedule a hearing date and summon the other party to hear the matter.

In calculating time and period according to this law, the Gregorian calendar will be used. The year is calculated as 365 days and the month 30 days.

Employees are exempted from court fees and his action will be filed in court and if an appeal is filed, to the appeal court, without having to pay any court fees. However, an employer, if he would like to proceed with the court action, should the matter fail to settle at the labour office, must pay court fees, which are normally based at a percentage of the amount claimed.

The law provides slightly different provision for hearing claims by the Labour Office for a number of employees of the same establishment, filing a complaint against their employer. It may take longer to be settled at the Labour Office and the Labour Office may form a committee to settle such a dispute.
XVIII. LABOUR INSPECTIONS

1. Would the Labour Office or any other competent authority be entitled to inspect the establishment or commercial entities established in the UAE?

The Labour Inspection Dept. and the personnel employed therein shall undertake labour inspections and shall have the power provided in this law. The inspector shall carry the identification card issued by the Ministry of Labour and Social Affairs, and shall be entitled to enter premises for inspection. Employers and their agents shall present the labour inspectors with all necessary facilities and information to perform their duties and shall consent to any summons to appear before them, or send a delegate to appear on their behalf, if they are required to do so.

2. What is the jurisdiction and the authority of the labour inspectors?

A Labour Inspector has responsibility for the following:

- Supervising the proper enforcement of the provision of the labour law especially terms of work, wages and protection of the employees while performing their jobs and whatever relates to their health and safety, and also in the employment of juveniles and woman.
- Providing employers and employees with the information and technical guidance that will enable them to adopt the best means for the enforcement of the provision of the law.
- Informing the concerned authority of any loopholes which the provision enforcement fails to remedy and recommending any necessary steps.
- Recording incidents where the provisions of the labour law and the regulations have been violated.

3. Do the Labour Inspectors have the authority to enter legal entities and premises?

A Labour Inspector has the right to:

- Enter any establishment that is subject to the provision of the labour law at any time during the day or night without prior notice provided that such entry is made during working hours.
- Conduct any test or investigation that may be necessary to ascertain the proper enforcement of the law.
- The labour inspectors further may question the employee or the employer, examine all records which have to be kept under the provision of the labour law, take a sample or samples of material used, or handled, in the industrial activities, and ascertain that notices and pamphlets required to be displayed at the site of the work are in accordance with the provision of the law.

NO. TYPE OF DISEASE WORK CAUSING DISEASE

1. Poisoning by lead and its compounds. Any work involving the use or handling of lead and compounds which contain lead.
2. Poisoning by mercury and its compounds. Any work involving the use or handling of mercury or its compounds or materials containing mercury and any work involving exposure to the dust or gases of mercury or of its compounds or materials containing mercury.
3 Poisoning by arsenic and its compounds Any work involving the use of handling of arsenic or its compounds or materials containing arsenic and any work involving exposure to the dust and gases of arsenic or of its compounds or materials containing arsenic.

4 Poisoning by antimony and its compounds Any work involving the use or handling of antimony, its compounds or materials containing antimony and any work involving exposure to the dust and gases of antimony or of its compounds.

5 Poisoning by phosphorous and its compounds Any work involving the use of handling of phosphorus, its compounds or materials containing phosphorous and any work involving exposure to the dust of gases of phosphorus or of its compounds or materials containing phosphorus.

6 Poisoning by petroleum, its derivatives, compounds and by-products Any work involving the handling or use of petroleum, its derivatives and compounds and any work involving exposure to their dust or gases.

7 Poisoning by manganese and its compounds Any work involving the use or handling of manganese, its compounds or materials containing manganese, and any work involving exposure to the gases or dust of manganese or of its compounds and any products containing manganese.

8 Poisoning by sulphur and its compounds Any work involving the use or handling of sulphur, its compounds or materials containing sulphur, and any work involving exposures to gases or dust of sulphur or its compounds alloys.

9 Poisoning by petroleum, its by-products and compounds. Any work involving the handling or use of petroleum, its gases or by-products and any work involving exposure to such substances, whether in solid, liquid or gas state.

10 Poisoning by chloroform or carbon tetrachloride Any work involving the use or handling of chloroform or carbon tetrachloride and by work involving exposure to their gases, or to any gases containing such substance.

11 Diseases resulting from radium, radio-active substances (X-ray) Any work involving exposure to radium or to any radio-active materials or X-ray

12 Chronic diseases of the skin and burns of the skin and the eyes. Any work involving the use or handling of or transfer of tar carbon, tar machines, mineral oil, kerosene or cement or flour and similar materials such as dust and the components and by-products or deposits of such items.

13 Injuries of the eyes by heat and light and their complications. Any work involving frequent or continued exposure to light, heat or rays from molten glass or from heated or melted metals, or exposure to strong light and intense heat as would result in damage to the eye or impairment of sight.

14 Lung diseases resulting from silica dust, asbestos and cotton dust. Any work involving exposure to a newly-generated dust of silica or substances containing more than 5% of silica such as mining, quarrying, stone cutting or grinding, working in a stone cement factory, glassing metals with sand or any other activity involved.

15 Anthrax Any work involving contact with animals infected with this disease, or with their skins or animals infected with soufflé or their horns and fleece.

16 Glanders All works involving contacts with animals infected with this disease.

17 Tuberculosis Work at hospitals for the treatment of this disease.

18 Enteric fever Work at hospitals specialized in the treatment of this fever.
<table>
<thead>
<tr>
<th>DEGREE OF DISABILITY NATURE OF PERMANENT DISABILITY</th>
<th>PERCENTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERMANENT 1 Loss of both arms from the shoulders and loss of any two or more limbs</td>
<td>100</td>
</tr>
<tr>
<td>PERMANENT 2 Complete loss of sight in both eyes or loss of two eyes</td>
<td>100</td>
</tr>
<tr>
<td>PERMANENT 3 Complete paralysis</td>
<td>100</td>
</tr>
<tr>
<td>PERMANENT 4 Dementia or complete mental derangement</td>
<td>100</td>
</tr>
<tr>
<td>PERMANENT 5 Wounds and injuries to the head or brain which cause continuous headache</td>
<td>10</td>
</tr>
<tr>
<td>PERMANENT 6 Complete deformation of the face</td>
<td>100</td>
</tr>
<tr>
<td>PERMANENT 7 Injuries and wounds to the chest and internal organs which cause a continuous and complete deficiency in the function of these organs.</td>
<td>100</td>
</tr>
</tbody>
</table>

| PARTIAL 8 Loss of both legs from the top | 90         |
| PARTIAL 9 Loss of hands from the elbow or above | 85         |
| PARTIAL 10 Severe deformation of the face | 80         |
| PARTIAL 11 Loss of both hands from the elbow | 70         |
| PARTIAL 12 Complete loss of the right arm from the joint of shoulder or from the elbow | 70         |
| PARTIAL 13 Loss of both legs from the knees or above | 70         |
| PARTIAL 14 Complete loss of the left arm from the joint of shoulder or from the elbow | 60         |
| PARTIAL 15 Loss of one leg from the knee or above | 60         |
| PARTIAL 16 Loss of the right arm from the elbow or below | 60         |
| PARTIAL 17 Loss of one leg from above | 60         |
| PARTIAL 18 Loss of both legs from below the knee | 60         |
| PARTIAL 19 Loss of all the fingers of the right hand including the thumb | 60         |
| PARTIAL 20 Loss of the left arm from above or below the elbow | 50         |
| PARTIAL 21 Loss of the fingers of the left hand including the thumb. | 50         |
| PARTIAL 22 Loss of one leg below the knee. | 50         |
| PARTIAL 23 Complete and permanent deafness | 50         |
| PARTIAL 24 Complete loss of the tongue or permanent dumbness | 45         |
| PARTIAL 25 Loss of both feet from the heel or below the heel. | 45         |
| PARTIAL 26 Loss of the sexual organ | 45         |
| PARTIAL 27 Loss of sight in one eye. | 45         |
| PARTIAL 28 Loss of the right hand from the wrist. | 38         |
| PARTIAL 29 Loss of the thumb or four fingers of the right hand. | 35         |
| PARTIAL 30 Loss of the left hand from the wrist. | 34         |
| PARTIAL 31 Loss of the thumb or four fingers from the left hand. | 25         |
| PARTIAL 32 Loss of the one foot from the heel or below the heel | 20         |
| PARTIAL 33 Loss of all toes in one foot including the big toe | 20         |
| PARTIAL 34 Loss of three fingers of the right hand excluding the thumb. | 20         |
| PARTIAL 35 Loss of the right index finger. | 15         |
| PARTIAL 36 Loss of the distal phalanx of the right thumb. | 10         |
| PARTIAL 37 Loss of the left index finger | 10         |
| PARTIAL 38 Loss of three fingers excluding the thumb | 10         |
| PARTIAL 39 Loss of all toes in a foot excluding the big toe | 10         |
| PARTIAL 40 Loss of the big toe. | 10         |
| PARTIAL 41 Loss of the distal phalanx of the left big toe | 6          |
42 Loss of the middle finger in the right hand. 6
43 Loss of the middle finger in the left hand. 6
44 Loss of the ring finger in the right hand 6
45 Loss of the ring finger in the left hand 6
46 Loss of the little finger in the right hand. 6
47 Loss of any finger in the left hand 6
48 Loss of the distal phalanx of any finger excluding the thumb. 5
49 Loss of the second phalanx of the index finger in the right hand 5
50 Loss of toes of the foot excluding the big one 5
51 Loss of one molar tooth 3
52 Loss of a canine tooth. 2

XXI. TERM OF DISTRIBUTION OF DEATH COMPENSATION AMONG MEMBERS OF THE DECEASED EMPLOYEE’S FAMILY

If the widow (or widower), lives with the parents and offspring who were supported by the deceased, the compensation shall be divided as follows:

1. The widow (or widower) shall take one eighth and if there are more than one widow (or widower), the one eighth shall be divided equally among them, the parents shall take one third divided equally between them, but if either of the parents is dead then the mother shall take one sixth, and the father shall take one third and the rest for the offspring. If there are no children, the widow (or widower) shall take two thirds of the compensation (to be divided equally among them if there are more than one) and the father shall take the remainder. In cases where both parents are living they shall share that remainder equally. If both parents are dead, the widow (or widower) shall have one eighth of the compensation (to be divided equally among them if there are more than one widow) and the offspring shall get whatever remains. In cases where there are no children and no living parent, the widow (or widower) shall take the whole compensation. If there are more than one widow, the compensation shall be divided equally among them.

2. If there exists one or both of the parents and a child who were supported by a deceased employee who left behind no widow, the child shall take two thirds and the remaining third shall go to the parent or parents, who take equal shares

In the absence of a widow (or widower), parents, brothers and sisters, the compensation shall be distributed equally among the children of the deceased. If there is only one child, he shall be paid the whole compensation.

4. If there are only parents, who were under his care, in the absence of a widow (or widower) and children, the compensation shall be divided equally between the parents. If there is only one, he or she shall take the whole compensation. Brothers and sisters who were supported by the employee at the time of his death shall be treated in the absence of parents as parents.
Q: How long can my company dodge settlement of dispute?

A: You can ask the Ministry of Labour to refer the complaint to the competent court and to reject any other adjournment in this regard.

Question: More than three weeks ago, I filed a complaint before the Ministry of Labour to claim my labour rights. The company PRO came to the Ministry of Labour and promised to settle the matter in one week’s time, in the second meeting he came to the ministry as promised and again asked for another week’s time, the arbitrator asked me to adjourn the meeting to the next week and I agreed. My question here is; what is the legal period as per the Labour Law for the complaint to remain in the ministry? My company PRO wants to buy time, he knew that I have a good offer from another company and he wants me to lose that offer.

Article No. (6) Amended, of the Federal Labour Law No. 8 of 1980 states the following:

“Without prejudice to the provisions concerning collective labour disputes stated in this law, if the employer or the worker or any beneficiary thereof raised a claim concerning any of the rights accruing to any of them according to the provisions of this law, he shall submit a request thereof to the concerned Labour Department. This department shall summon the two parties to the dispute and shall take whatever it deems necessary to settle the dispute amicably. If the amicable settlement is not reached, the said department must within two weeks from date of submitting request, submit the dispute to the concerned court. The submission must be accompanied with a note including a summary of the dispute, the arguments of the two parties and the observation of the department. The court shall, within three days from date of receiving the request, fix a sitting to consider the claim and the two parties shall be notified thereof. The court may summon a representative of the Labour Department to explain the note submitted by it. In all cases no claim of any entitlement due under the provisions of this law, shall be heard if brought to court after the lapse of one year from the date on which such entitlement become due, and no claim shall be admitted if the procedure stated in this article are not adhered to”.

Therefore, in accordance with the above article, in the next meeting with the company PRO and in case no settlement has been reached in this regard, the questioner shall ask the Ministry of Labour to refer the complaint to the competent court and to reject any other adjournment in this regard.

A lady from Dubai asks: I worked in a private school for more than four years under an unlimited period contract. Last month I took a maternity leave for 45 days, but after the lapse of 30 days my school had terminated me and asked me not to return to work at the end of the maternity leave for the reason that it is the second time that I took my maternity leave. My question here is: A: Is the school management legally entitled to dismiss me from work while I am on leave and does such dismissal affect the current maternity leave dues? B: If this is not allowed, am I entitled to ask the Ministry of Labour or competent court to reinstate me in work? In case of a compensation for arbitrary dismissal what will be the amount and do they need to pay for the notice period as well? Please advise me, thank you.

Answer: As per the law the questioner may not be dismissed from work while she is on leave. Therefore, the questioner’s dismissal from work by the school management is against the Labour Law and
therefore the competent court might consider such dismissal as arbitrary dismissal whereby the school management will be obliged to compensate the questioner for the arbitrary dismissal. The compensation amount will be decided by the court and it may be from one month's salary to a three months depending on the employee’s service period. Further, the questioner is entitled to one month notice pay according to the agreed period in the employment contract. I would like to tell the questioner that the Labour Law does not oblige the employer to reinstate the employee in his work for any reason. As for the question on the maternity leave dues whether it will be affected due to the termination of the questioner, I would like to tell the questioner that the said due will not be affected and the questioner is entitled to all her rights of the maternity leave despite the termination by the school.

End-of-service dues

**Question:** A woman asks: I have been working for a Dubai-based company for almost five years under a limited period contract that expires in the next two months. When my contract expires I plan to leave the company and join a new one. Last year I asked the company to give me unpaid leave for four months as my son had been admitted to hospital. The company approved my request. Related to my end-of-service gratuity the company says that, as per UAE Labour Law, the said unpaid leave period shall not be included in the calculation of the end-of-service period, and according to the company my work period shall be calculated as being less than five years by the end of the current employment contract. Is that correct and as per the law? And how do I calculate my end-of-service gratuity?

**Answer:** Article no 132 of the Federal Labour Law No 8 of 1980 states the following: “A worker who has completed a period of one or more years of continuous service shall be entitled to severance pay on the termination of his employment. The days of absence from work without pay shall not be included in calculating the period of service. The severance pay shall be calculated as follows: 21 days’ remuneration for each year of the first five years of service. 30 days’ remuneration for each additional year of service provided that the aggregate amounts of service pay shall not exceed two years’ remuneration.”

Arbitrary dismissal

**Question:** A questioner asks: “I worked for a company for more than a year; the said company terminated me without reason. I went to the Ministry of Labour to claim my labour dues, the ministry informed the employer that such termination is deemed arbitrary dismissal and advised him to pay me three months’ salary as compensation in addition to my labour dues. However, the employer refused to do this and said that it was not arbitrary dismissal and asked for the case to go to court. If the court finds that I was arbitrarily dismissed, will it decide on my compensation as an amount equivalent to three months’ salary as per the labour ministry advice? Will such a calculation be on the basis of the basic or total salary? Will it be on the basis of the salary mentioned in the employment contract or the salary I am receiving currently, which is more than the one mentioned in the contract and how do I prove what I am currently paid?
Answer: If the court finds the questioner was arbitrarily dismissed it will assess the appropriate compensation, which is normally from one to three months’ salary, according to the service period the worker has completed. Such compensation shall be calculated on the basis of the last total salary received by the questioner, regardless of the salary mentioned in the employment contract. The current salary can be proved through a bank transfer.

Company shut down

Question: A questioner asks: I am on a two-year limited contract and have completed one year with my current employer. For the past three months I have not worked because the company has closed down and the manager has fled due to financial problems the company is facing. Can I file a labour complaint at the labour ministry to cancel my visa without a ban and join a new company? My company made me sign a letter saying I would not work for a competitor.

Answer: The questioner should file a complaint before the Ministry of Labour and tell them the company has closed. In such an event the ministry might allow the questioner to transfer to a new company without a ban.

Questioner asks: More than eight months ago, I joined a company based in Dubai. Presently, according to my company, I am under probation. My company made me sign a letter in this regard agreeing to a probation period of one year. Please advise me, as per UAE labour law, what the legal probation period is and whether it can be increased to one year.

Answer: Article no. 37 of the Federal Labour Law No. 8 of 1980 states the following. “A worker may be engaged on probation for a period not exceeding six months, during which his service may be terminated by the employer without notice or severance pay: provided that a worker shall not be engaged on probation more than once in the service of any one employer.”