

Workplace Continuity and Workforce Management - Frequently Asked Questions (FAQs)

Employment Affairs Office

Published: 26 March 2026

The ADGM Employment Affairs Office (“EAO”) has prepared the following Frequently Asked Questions (“FAQs”) to assist ADGM Employers and Employees in maintaining workplace operations and workforce management.

Operational changes or travel interruptions may raise questions about how employment obligations continue to apply under the ADGM Employment Regulations 2024 (the “Regulations”), which came into force on 1 April 2025. The full text of the Regulations can be accessed [here](#).

Employers may wish to follow their internal business continuity plans and established operational procedures when determining appropriate workplace arrangements. Any measures taken should comply with the minimum requirements in the Regulations and remain consistent with the terms of the Employment Contract.

These FAQs are intended to provide general information regarding the application of the Regulations in situations where operations may be temporarily affected by external circumstances. They should be read together with the Regulations and the relevant terms of the Employment Contract.

The information below is provided as general guidance only and does not constitute legal advice. Employers and Employees should seek independent legal advice about specific circumstances applicable to them.



A. WORKPLACE HEALTH, SAFETY AND WELFARE

1. What responsibilities do Employers have regarding Employee health, safety and welfare in maintaining appropriate workforce conditions?

Pursuant to Section 37 (General duties of Employers to their Employees) of the Regulations, an Employer has a duty to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all its Employees.

Part 7 of the Regulations sets out various Employer obligations relating to workplace conditions and Employee welfare.

Employers should consider whether additional measures are required to meet this duty. Depending on the circumstances, this may include reviewing workplace safety arrangements and implementing appropriate operational measures. These may include:

- activation of business continuity or established operational procedures; and
- providing appropriate support to Employees as part of workforce management.

Where available, Employers may also wish to remind Employees of any Employee assistance programmes or other wellbeing support services offered by the organisation.

B. WORKPLACE ARRANGEMENTS

2. Can an Employer require Employees to work remotely as part of operational or business continuity arrangements? Can an Employee temporarily work from outside the UAE during temporary working arrangements?

The Regulations do not prohibit temporary remote working arrangements. Employers and Employees may agree to temporary changes to working arrangements where this is operationally feasible. Where such arrangements are implemented, the parties may wish to confirm the arrangements in writing to ensure clarity regarding expectations during the temporary period.

Employers should also consider any immigration, tax or regulatory implications associated with cross-border working arrangements that are separate and apart from the ADGM regulatory requirements and may wish to seek appropriate professional advice where necessary.

3. What happens if an Employee is outside the UAE and is temporarily unable to return or attend the workplace due to travel limitations or other considerations?

The Regulations do not contain specific provisions addressing travel limitations. However, the following general principles apply.

The Employment Contract remains in force. Employers should consider whether the Employee is able to perform their duties remotely from their current location outside the UAE and provide any practical arrangements appropriate to the circumstances. If

temporary remote work is not feasible, the Employer and Employee may agree on other leave arrangements or other adjustments that allow work to continue where feasible, such as vacation leave or unpaid leave where accrued vacation leave has been exhausted. Any such agreement regarding unpaid leave should be documented in writing and signed by both the Employer and Employee.

Employers may also refer to their business continuity plans when determining temporary workplace arrangements.

Employers should also be mindful of Section 47 (No penalties for preventing health and safety risks) of the Regulations, which stipulates that an Employer must not dismiss or otherwise penalise an Employee for taking reasonable steps in accordance with their statutory rights.

4. What arrangements should Employers consider when temporarily adjusting workplace operations?

Where Employers temporarily adjust workplace operations, Employers should consider appropriate arrangements for Employees, which may include temporary remote work and any technical support, alternative duties or agreed leave arrangements. Please refer to Questions 1, 2 and 3 above.

Any measures taken must remain consistent with the Regulations, including obligations relating to payment of Wages under Section 12 and the Employment Contract.

C. WORKFORCE MANAGEMENT

5. Can an Employer place an Employee on administrative leave as part of temporary workplace management arrangements?

The Regulations do not contain specific provisions governing administrative leave.

Whether Employers may place Employees on administrative leave will depend on the terms of the Employment Contract or internal workplace policies, provided that such leave does not constitute a unilateral change to the Employment Contract and that such leave is not used to circumvent an Employee's rights under the Regulations, such as an Employee's right to a minimum notice of termination.

Administrative leave may also be used as part of temporary workforce management or business continuity procedures, however, Employers should ensure that any such arrangements remain consistent with contractual obligations and the minimum requirements contained in the Regulations, including any obligations relating to Wages.

6. Can an Employer require Employees to take Vacation Leave as part of temporary workforce management arrangements?

Vacation Leave entitlements are governed by Section 21 (Vacation Leave) of the Regulations.

The timing of Vacation Leave may be determined in accordance with the provisions of Section 23 (Dates on which leave is taken) of the Regulations and the Employment Contract.

Employers may consider whether Vacation Leave is appropriate in the circumstances having regard to the needs of the business and the Employee.

Unpaid leave generally requires the agreement of both the Employer and the Employee in writing pursuant to any internal procedures and the minimum requirements in the Regulations.

D. WAGE PAYMENTS AND REDUCTION

7. Can an Employer delay Wage payments?

Pursuant to Section 12 (Pay period) of the Regulations, Employers are required to pay Employees the Wages agreed in the Employment Contract within the applicable Pay Period. The Pay Period must not exceed one month, and Wages must be paid within fourteen (14) calendar days after the end of the relevant Pay Period.

Employers remain responsible for meeting wage obligations in accordance with the Regulations. Employers may wish to review the terms of the Employment Contract, while ensuring that the minimum requirements of the Regulations are met.

Further, pursuant to Section 13 (No unauthorised deductions) of the Regulations, an Employer must not deduct from an Employee's Wages unless the deduction is authorised under applicable ADGM legislation, permitted by the Employment Contract, agreed to in writing by the Employee, relates to the repayment of an overpayment, loan or advance or has been ordered by the Court.

8. Can an Employer unilaterally reduce Wages or benefits?

Pursuant to Section 6 (Amendments to the Employment Contract) of the Regulations, material changes to an Employee's Wages, benefits or other non-administrative terms of the Employment Contract require the written agreement of both the Employer and the Employee.

Employers must also maintain employment records in accordance with Section 9 (Employment records).

Employees who are uncertain about their contractual rights may wish to seek professional legal advice.

Where a dispute arises regarding employment entitlements and cannot be resolved between the parties, such matters fall within the jurisdiction of the ADGM Courts.

9. When must final Wages and other employment entitlements be paid after employment ends?

Pursuant to Section 14 (Late payment after termination) of the Regulations, an Employer must pay all Wages and any other amounts owing to an Employee, excluding any Variable Payment, within twenty-one (21) calendar days of the Employee's Termination Date.

If an Employer fails to make payment within this period, a penalty may apply equal to the Employee's Daily Wage for each calendar day that the Employer is in arrears, subject to certain conditions and limitations set out in Section 14.

Amounts payable upon termination of employment include, depending on the circumstances:

- Any outstanding Wages;
- Payment in lieu of accrued but unused Vacation Leave (Section 22);
- End of service gratuity where the Employee has completed at least one year of continuous service (Section 61); and
- Repatriation flight unless the Employee obtains alternative employment or visa sponsorship in the UAE within 30 days, has been dismissed for cause or is a Remote Employee who neither resides nor performs work in the UAE (Section 62).

Where a dispute arises regarding employment entitlements and cannot be resolved between the parties, such matters fall within the jurisdiction of the ADGM Courts.

Further information regarding the Regulations, including guidance materials, FAQs and the standard employment contract template can be accessed here: <https://www.adgm.com/operating-in-adgm/employment-affairs-office#regulations-and-relevant-documents>.

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Disclaimer

These FAQs should be read together with the relevant ADGM legislation, which may change over time without notice. The FAQs only provide information on ADGM legislation. Further advice from a specialist professional may be required. The Employment Affairs Office makes no representations as to accuracy, completeness, correctness or suitability of any information and will not be liable for any error or omission.