

(Del)



ABU DHABI GLOBAL MARKET
سوق أبوظبي العالمي

~~ADGM~~ EMPLOYMENT REGULATIONS ~~2019~~2024

(~~CONSOLIDATED VERSION JUNE 2024~~)

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
PART 1: HIRING EMPLOYEES	<u>14</u>
1. No waiver	<u>14</u>
2. No false representations	<u>14</u>
3. Hiring children and youth	<u>15</u>
4. Visa and permits	<u>25</u>
5. Right to a written contract	<u>26</u>
6. Amendment of the <u>Amendments to the Employment Contract of Employment</u>	<u>27</u>
7. Right to a pay statement	<u>37</u>
8. Short-term <u>Short-term</u> employment	<u>37</u>
9. Probation	<u>37</u>
10. Employee's duties	3
11. <u>10</u> Employment records	<u>48</u>
PART 2: <u>PART-TIME EMPLOYEES AND REMOTE EMPLOYEES</u>	<u>8</u>
<u>11</u> <u>Pro-rata entitlements for Part-Time Employees</u>	<u>8</u>
<u>12</u> <u>Remote Employees</u>	<u>9</u>
PART 2 3: PROTECTION OF WAGES	<u>49</u>
12. <u>13</u> Pay Period	<u>49</u>
13. Payment where the employment is terminated.....	4
14. No unauthorised deductions	<u>49</u>
15. No charge for hiring or providing information.....	5
PART 3 4: WORKING TIME AND LEAVE	<u>510</u>
16. <u>15</u> Maximum weekly working time and overtime	<u>510</u>
17. <u>16</u> Excessive hours	<u>510</u>
18. <u>17</u> Reduced hours during of Ramadan	<u>610</u>
19. <u>18</u> Daily rest	<u>610</u>
20. <u>19</u> Weekly rest period	<u>610</u>
21. <u>20</u> Rest breaks <u>Breaks</u>	<u>610</u>
22. <u>21</u> Vacation Leave	<u>611</u>
23. <u>22</u> Compensation in lieu of Vacation Leave	<u>611</u>
24. <u>23</u> Dates on which leave is taken	<u>611</u>
25. <u>24</u> Leave during the first year of employment	<u>711</u>
26. <u>25</u> Entitlements under other provisions	<u>712</u>
27. <u>26</u> Entitlement to National Holidays	<u>712</u>
28. <u>27</u> Special leave	<u>712</u>
<u>28</u> <u>Bereavement leave</u>	<u>12</u>
29. Sick leave	<u>712</u>
30. Sick pay	<u>813</u>
31. Termination for excessive sick leave	<u>813</u>
32. Pro-rata entitlements for part-time Employees <u>8National and Reserve Service</u>	<u>13</u>
PART 4 5: <u>MATERNITY AND PATERNITY</u> <u>PARENTAL RIGHTS</u>	<u>813</u>
33. Maternity Leave	<u>813</u>
34. Maternity Pay	<u>814</u>
35. Paternity Leave and pay	<u>914</u>
PART 6: ANTE-NATAL CARE	<u>15</u>
36. Right to return to work <u>time off for ante-natal care and adoption proceedings</u> <u>915</u>	<u>15</u>
<u>37</u> <u>Right to remuneration for time off under section 36</u>	<u>15</u>
PART 5 7: EMPLOYER'S OBLIGATIONS	<u>915</u>

37. <u>38</u>	General duties of Employers to their Employees	915
38. <u>39</u>	Health and safety duties	915
39. <u>40</u>	Ventilation	1016
40. <u>41</u>	Temperature in indoor workplaces	1016
41. <u>42</u>	Lighting	1016
42. <u>43</u>	Cleanliness	1016
43. <u>44</u>	Room dimensions and space	1016
44. <u>45</u>	Workstations and seating	1016
45. <u>46</u>	Sanitary conveniences	1016
46. <u>47</u>	Drinking water	1016
47. <u>48</u>	No penalties for preventing health and safety risks	1016
48. <u>49</u>	Work-related injuries <u>injury and illness</u>	1117
49.	Compensation for employment accidents and occupational diseases.....	11
50.	Health insurance	1117
<u>PART 6 : TIME OFF WORK</u>		11
51.	Right to time off for ante-natal care <u>Liability of Employer for Employee conduct</u>	1117
52.	Right to remuneration for time off under section 51 <u>Contraventions</u>	1118
<u>PART 7 8: EMPLOYEE'S OBLIGATIONS</u>		1218
53.	General duties of Employees-at work	1218
<u>PART 8 9: NON-DISCRIMINATION 12NON-DISCRIMINATION AND VICTIMISATION</u>		19
54.	Discrimination	1219
55	<u>Victimisation</u>	21
<u>PART 10: PROTECTED DISCLOSURES</u>		22
56	<u>Retaliation by Employer</u>	22
<u>PART 9 11: TERMINATION OF EMPLOYMENT</u>		1323
55. <u>57</u>	Rights of Employer and Employee to minimum notice	1323
56. <u>58</u>	Termination for cause	1423
57. <u>59</u>	Right to written statement of reasons for dismissal	1424
60	<u>Right to certificate of experience</u>	24
58. <u>61</u>	Pension for UAE and GCC nationals	1424
59. <u>62</u>	End-of-service gratuity	1425
63	<u>Repatriation Flight</u>	25
64	<u>Late Payment</u>	26
<u>PART 12: SANCTIONS AND PROCEDURAL REQUIREMENTS</u>		26
65	<u>Procedures and Powers of the Registrar</u>	26
66	<u>Warning Notices</u>	27
67	<u>Decision Notices</u>	27
68	<u>Right to refer matters to the ADGM Courts</u>	28
69	<u>Access to Material</u>	28
70	<u>Protected Items</u>	29
60. <u>71</u>	No other compensation rights on termination <u>Publication</u>	1529
<u>PART 13: GENERAL</u>		30
<u>PART 10 : PROTECTED DISCLOSURES</u>		15
61.	Retaliation by Employer.....	15
<u>PART 11 : GENERAL</u>		16
62. <u>72</u>	Rule-making <u>Rule-making</u> power of the Board and the Registrar.....	16 30
63. <u>73</u>	Administration of Regulations.....	16 30
74	<u>Court Declaration and compensation</u>	30
75	<u>Fees Payable to the Registrar</u>	30

<u>76</u>	<u>Interpretation</u>		<u>31</u>
64.	Repatriation Flight.....		16
65.	National and Reserve Service.....		16
66.	Interpretation.....		16
<u>67.77</u>	Short	title,	extent
	commencement.....		19
			<u>33</u>
			and

EMPLOYMENT REGULATIONS ~~2019~~2024

Regulations to provide for minimum employment standards for Employees, promote a fair balance of rights and obligations between Employees and Employers and foster employment practices that will contribute to the prosperity of the Abu Dhabi Global Market.

Date of Enactment: ~~16 October 2019~~ [TBC]

The Board of Directors of the Abu Dhabi Global Market, in exercise of its powers under Article 6(1) of Law No. 4 of 2013, as amended, concerning the Abu Dhabi Global Market issued by His Highness the Ruler of the Emirate of Abu Dhabi, hereby enacts the following Regulations:-

=

~~PART 1~~ PART 1: HIRING EMPLOYEES

1

~~1.~~ **No waiver**

1.1 ~~(1)~~The requirements of these Regulations are minimum requirements and, subject to subsection ~~(2)~~1.2, a provision in an agreement to waive or exclude any of those requirements, except where expressly permitted under these Regulations, shall be void.

1.2 ~~(2)~~Subsection ~~(1)~~1.1 shall not prevent an Employer and Employee from entering into a settlement agreement under which the Employer or the Employee agrees to waive all and any actual, threatened or potential claims that it or he may have against the other arising out of the Employee's employment (or, where applicable, the termination of the Employee's employment), including claims to enforce rights under these Regulations, provided that –

- (a) such agreement must be in writing;
- (b) such agreement must be signed by both the Employer and Employee; ~~and~~
- (c) such agreement can only waive claims or potential claims which may exist as of the date the Employee signs the agreement and cannot encompass future claims so long as the agreement is signed whilst the Employee is employed by the employing entity with whom they are signing the agreement; and
- (d) ~~(e)~~-valid consideration must be provided to the relevant party waiving such claims by the other party.

1.3 ~~(3)~~Nothing in these Regulations precludes an Employer from providing in any Employment Contract ~~Contract of Employment~~, terms and conditions of employment that are more favourable to the Employee than those required by these Regulations.

2

~~2.~~ **No false representations**

2.1 An Employer shall not induce, influence or persuade a person to become an Employee, or to work or to be available for work, by misrepresenting any of the following –

- (a) the availability of a position;

- (b) the type of work;
- (c) the Wages; or
- (d) the conditions of employment.

2.2 An Employer who contravenes this section 2 shall be liable for a fine not exceeding level 7 on the Standard Fines Scale.

3

3. Hiring children and youth

3.1 ~~(1)~~ An Employer shall not employ a child who is under 15 years of age.

3.2 ~~(2)~~ An Employer may employ youth between 15 and 18 years of age subject to Registrar rules made by the Board.

3.3 ~~(3)~~ An Employer shall take all appropriate measures to ensure that conditions for the youth's employment are safe, reasonable and appropriate for their age and wellbeing.

3.4 An Employer who contravenes this section 3 shall be liable for a fine not exceeding level 8 on the Standard Fines Scale.

4

4. Visa and permits

4.1 ~~The~~Where required, the Employer shall be responsible for obtaining, maintaining and paying the cost of the ~~Employee's work permit and, as applicable, the UAE residency visa and UAE identity card.~~

- (a) Employee Work Permit;
- (b) Employee's Employer Sponsored Residency Visa, if applicable; and
- (c) Employee's UAE identity card, if applicable.

4.2 Except in case of Fully Remote Employees, the Employer must have obtained, or have applied for, an Employee Work Permit for the Employee before the Employee can commence work for the Employer.

4.3 The Employer:

- (a) must not request, demand or accept any sum from the Employee as reimbursement for costs incurred by the Employer in respect of its obligations in this section 4;
- (b) must cancel the Employee Work Permit and the Employer Sponsored Residency Visa as soon as reasonably practicable following the Termination Date and in any event within the time frame set by the Competent Body;
- (c) must not cancel the Employee Work Permit and the Employer Sponsored Residency Visa without the Employee's prior written consent where the Employee has a pending claim against the Employer with the Court;
- (d) must not request, demand or accept any sum from the Employee as reimbursement for costs incurred by the Employer in respect of cancelling the

Employer Sponsored Residency Visa, including where the cancellation is a result of the Employee absconding; and

(e) must not make the cancellation of the Employer Sponsored Residency Visa conditional on the Employee waiving any rights under these Regulations or making any payment to the Employer.

4.4 An Employer who contravenes this section 4 shall be liable for a fine not exceeding level 7 on the Standard Fines Scale.

5

5. Right to a written contract

5.1 ~~(1)~~ An Employee may only be employed pursuant to a written Employment Contract of ~~Employment~~ which must be written in English and signed by both the Employer and the Employee.

5.2 ~~(2)~~ The Employer shall ~~give to each~~ provide the Employee with a copy of the written Employment Contract of ~~Employment~~ that has been signed by both the Employer and the Employee. ~~The written Contract of Employment shall be provided to the Employee, within a reasonable time (as the case may be) as soon as reasonably practicable but in any event, not~~ no later than 1 month after the Employee's commencement of the employment.

5.3 ~~(3)~~ The Employer is responsible for ensuring that any Employee who does not have sufficient competency in the written English language understands the terms of the Employment Contract of ~~Employment~~ before signing it.

5.4 ~~(4)~~ The Employment Contract of ~~Employment~~ shall include as a minimum –

(a) the names of the Employer and Employee;

(b) the date when the employment began, or is to begin;

(c) the title of the Employee's job or a brief description of the Employee's work;

(d) ~~(c)~~ the ~~Employee's~~ Employee's Wages;

(e) ~~(d)~~ the applicable Pay Period;

~~(e)~~ any terms and conditions relating to hours or days of work;

(f) any terms and conditions relating to -

(i) hours or days of work;

(ii) ~~(g)~~ Vacation Leave and Vacation Pay, National Holidays and pay for such National Holidays; and

(iii) ~~(h)~~ sick leave and sick pay;

(g) ~~(i)~~ the length of notice that the Employee and the Employer ~~is~~ are obliged to give and ~~is~~ are entitled to receive to terminate the employment;

~~(j)~~ the title of the Employee's job or a brief description of the Employee's work;

- (h) ~~(k)~~ where the employment is not intended to be for an indefinite duration, the period for which it is expected to continue or, ~~if it is a fixed term,~~ the date when it is to end;
- (i) ~~(l)~~ the place of work, or where the Employee is a Fully Remote Employee, the Employment Contract must specify this;
- (j) ~~(m)~~ any disciplinary rules and/or grievance procedures applicable to the Employee; ~~and~~
- (k) confirmation that it is governed by the laws of the Abu Dhabi Global Market;
- (l) confirmation that any disputes arising out of the Employment Contract shall be subject to the jurisdiction of the Court; and
- (m) ~~(n)~~ any other matter that may be prescribed by rules made by the Board ~~by rules.~~

5.5 An Employer who contravenes this section 5 shall be liable for a fine not exceeding level 3 on the Standard Fines Scale.

6 **Amendments to the Employment Contract**

~~(5) An Employer shall expressly state in writing in the Contract of Employment those matters relating to the employment of the Employee that shall be subject to the Employer's policies (if any) which may be changed at the Employer's discretion from time to time by way of a written notice to the Employee.~~

6. Amendment of the Contract of Employment

6.1 Any ~~amendment~~ amendments to the Employment Contract of Employment of an Employee must be in writing and signed by both the Employee ~~except where such change is for the benefit of~~ Employer and the Employee.

7 **Right to a pay statement**

7.1 ~~(1)~~ An Employer shall give to an Employee ~~when, or before, an~~ on or around the date on which the Employee is paid ~~any~~ their Wages, a written pay statement that includes –

- (a) the amount of the Wages payable; and
- (b) the ~~amounts of any variable, and any fixed,~~ amount of any deductions from that amount and the purposes for which they are made.

7.2 ~~(2)~~ An Employer satisfies the requirement in subsection ~~(1)~~ 7.1 if it provides electronic access to the pay statement and the Employee may print such statement.

7.3 An Employer who contravenes this section 7 shall be liable for a fine not exceeding level 3 on the Standard Fines Scale.

8 **Short-term ~~Short-term~~ employment**

~~Sections 5(4) and 7 do not apply to an Employee if the employment is for less than 30 Days.~~

8.1 Sections 9, 27, 29, 30, 31, 33, 34, 35, 36, 37, 61, 62 and 63 do not apply to an Employee if their employment with the Employer is for 30 Days or less.

9. Probation

9.1 ~~(1)~~ The Employer may subject the Employee to a probationary period, provided that such period does not exceed 6 months and is specified in the Employment Contract of Employment.

9.2 ~~(2)~~ During the probationary period:

(a) subject to the Employer's approval, the Employee is entitled to take leave in accordance with sections 21 and 24;

(b) the Employee is entitled to sick pay for one Business Day of sick leave each month;

(c) sections 29, 30, 33, 35, 36, 37, 57, 59, 60 and 62 do not apply to the Employee;

(d) either the Employer or the Employee may terminate the Employment Contract of Employment without cause ~~or~~ by giving the other no less than 1 week's/week's written notice ~~to the other or for cause without notice;~~

10. Employee's duties

~~Employees shall, except as and to the extent specified in the Contract of Employment, during the employment (and, where specified below in this section, following the termination of the Employee's employment)–~~

~~(a) perform their employment duties with reasonable diligence and care;~~

~~(b) obey the orders of the Employer to the extent that –~~

~~(i) the orders are consistent with the Employee's employment duties;~~

~~(ii) the orders will not expose the Employee to danger;~~

~~(iii) the carrying out of such orders will not constitute a contravention of any regulation or other legislation of the Abu Dhabi Global Market or any legislation or regulation that is applicable within the Abu Dhabi Global Market;~~

~~(c) comply with the health and safety instructions of the Employer;~~

~~(d) take reasonable care of any of the Employer's property which is in the Employee's possession or control or which is accessed or used by the Employee;~~

~~(e) not accept any gifts or advantage from any person in return for the performance of the Employee's employment duties;~~

(e) (f) not compete with the business of either the Employer or the Employee may terminate the Employment Contract immediately for cause in accordance with section 58; and

(f) if the Employee's employment is terminated whether by the Employer or the Employee, the Employer is required to provide the Employee with a one-way repatriation flight in accordance with section 63.

~~(g) not disclose to any third party any confidential information of the Employer (which obligation shall apply both during the Employee's employment and indefinitely following termination of employment), unless such disclosure is compelled by a competent court or by the applicable law.~~

~~11.~~ **Employment records**

10.1 ~~(1)~~ For each Employee, the Employer shall keep records of the following information

–

- (a) a copy of the ~~Employee's~~ Employee's Employment Contract of Employment;
- (b) ~~the Employee's name, date of birth~~ a copy of the Employee's passport, occupation, telephone number and contact address ~~(both residential and postal)~~;
- (c) the date ~~on which the~~ of commencement of the Employee's employment began with the Employer;
- (d) the ~~Employee's~~ Employee's Wages (gross and net, where applicable), and the applicable Pay Period;
- ~~(e) the contractual hours which the Employee has agreed to work;~~
- ~~(e)~~ (f) the benefits ~~paid~~ provided to the Employee by the Employer;
- ~~(f)~~ (g) each deduction made from the ~~Employee's~~ Employee's Wages and the reason for it;
- ~~(h) the dates of the National Holidays taken by the Employee and the amounts paid by the Employer;~~
- ~~(g)~~ (i) the dates of the Vacation Leave taken by the Employee, ~~the amounts paid by the Employer and the Days and amounts owing~~;
- ~~(h)~~ (j) any sick leave and other special leaves of absence taken and sick pay paid to an Employee; and
- ~~(i)~~ (k) the amount of any ~~end-of-service~~ end-of-service gratuity payment and any other severance payment paid to the Employee on termination of the employment.

10.2 ~~(2)~~ Records prescribed in subsection ~~(1)~~ 10.1 shall be –

- (a) in English ~~and English language shall have precedence over any other language used in the records~~;
- (b) ~~kept~~ accessible at the ~~Employer's~~ Employer's principal place of business in the Abu Dhabi Global Market; and
- (c) retained by the Employer ~~for a minimum of 2 years after the employment terminates~~ in accordance with the ADGM Data Protection Regulations 2021.

10.3 ~~(3)~~ Records prescribed in subsection ~~(1)~~ 10.1 may be retained in electronic format.

10.4 An Employer who contravenes this section 10 shall be liable for a fine not exceeding level 7 on the Standard Fines Scale.

PART 2: PART-TIME EMPLOYEES AND REMOTE EMPLOYEES

11

Pro-rata entitlements for Part-Time Employees

11.1 If a Part-Time Employee's Employment Contract provides for the Part-Time Employee to work every day of the Employer's working week, the Part-Time Employee's:

- (a) entitlements under sections 21, 27, 29, 33, 35.1, 36, 37 and 62; and
- (b) the right of the Employer to terminate under section 31.

shall not be pro-rated.

11.2 If a Part-Time Employee's Employment Contract stipulates less than 5 working days per week, the Part-Time Employee's entitlements shall be pro-rated as follows:

- (a) the Days worked by the Part-Time Employee during the working week as stated in their Employment Contract shall be calculated as a percentage of the number of Days worked by the Employer's full time Employees; and
- (b) the percentage derived from the calculation in subsection 11.2(a) shall be applied to:
 - (i) the entitlements under sections 21, 27, 29, 33, 35.1, 36, 37 and 62; and
 - (ii) the right of the Employer to terminate under section 31.

12

Remote Employees

12.1 Where the Employer and Employee have agreed that an Employee can work remotely, either as a Fully Remote Employee or as part of a hybrid working pattern whereby the Employee regularly works at the Employer's premises in addition to other locations agreed by the Employer, the Employer shall provide the Employee with and maintain the technical equipment which is necessary for the Employee to carry out the remote work through the use of electronic systems, unless the Employer and Employee agree otherwise.

12.2 For UAE Fully Remote Employees:

- (a) sections 39, 40, 41, 42, 43, 44, 45, 46, 47 and 48 of these Regulations shall not apply; and
- (b) the Employer shall comply with section 4.

12.3 For Overseas Fully Remote Employees, sections 4.1(b) and (c), 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and 50 of these Regulations shall not apply.

PART 2-PART 3: PROTECTION OF WAGES

13

12. Pay Period

13.1 ~~(1)~~ The Employer must pay the Employee a Basic Wage~~the agreed Wages.~~

13.2 ~~(2)~~ The Pay Period during which the Employee's Basic~~Employee's~~ Wages are paid shall not exceed 1 month and the Basic Wages (and Vacation Pay) must be paid within 7 Days of the end of the relevant Pay Period.

13. ~~Payment where the employment is terminated~~

~~On termination of employment, an Employer shall pay all Wages and any other amounts owing to an Employee within 14 Days of such sums becoming due.~~

14

14. No unauthorised deductions

14.1 ~~(1) An Employer shall not deduct from an Employee's~~Employee's Wages or accept a payment from an Employee, ~~unless—;~~

- (a) the deduction or payment is required or authorised under legislation that is applicable in the Abu Dhabi Global Market or the ~~Employee's~~Employee's Employment Contract of Employment;
- (b) the Employee has ~~previously~~ agreed in writing to the deduction or payment;
- (c) the deduction or payment is a reimbursement for an overpayment ~~of Wages or expenses~~; OR
- (d) the deduction or payment has been ordered by the ~~Abu Dhabi Global Market~~ Court.

~~(2) The Employer may not request or demand or accept any sum from the Employee as reimbursement for costs incurred by the Employer in respect of its obligations pursuant to section 4.~~

15. No charge for hiring or providing information

~~(1) A person shall not request, charge or receive, directly or indirectly, from a person seeking employment a payment for—~~

- ~~(a) employing or obtaining employment for the person seeking employment; or~~
- ~~(b) providing information about Employers seeking Employees.~~

~~(2) A person does not contravene this section by requesting, charging or receiving payment for any form of advertisement from the person who placed the advertisement.~~

~~(3) A payment received by a person in contravention of this section is deemed to be Wages owing or a debt due to the person seeking employment.~~

PART 3 PART 4: WORKING TIME AND LEAVE

15

16. Maximum weekly working time ~~and overtime~~

15.1 ~~(1) Subject to the following subsections, an Employee's~~An Employee's working time shall not exceed an average of 48 hours for each ~~in a 7 day~~day period unless the Employer has first obtained the Employee's consent in writing.

15.2 An Employer who fails to comply with this section 15 shall be liable to a fine not exceeding level 3 on the Standard Fines Scale.

~~(2) Subject to subsection (6), Employees are entitled to overtime compensation in respect of time worked in excess of the Threshold over a Reference Period. Vacation Leave and National Holidays that fall on a normal working day for the Employee during the Reference Period shall not be counted towards the Threshold.~~

~~(3) Calculations in relation to overtime compensation for a partially completed Reference Period shall be done on a pro rata basis.~~

~~(4) Subject to subsection (6), the Employer is obliged to keep time records for Employees who are likely to work hours close to or in excess of the Threshold.~~

~~(5) Overtime compensation is either monetary or by time in lieu, or a combination of both, as decided by the Employer. Monetary overtime compensation is in addition to the Daily Wage and shall be payable at the rate of 25% of the Hourly Rate (or time in lieu as appropriate). For overtime worked between 9:00 p.m. and 4:00 a.m., the overtime compensation rate is 50% of the Hourly Rate (or time in lieu as appropriate). Monetary overtime payments shall be paid no later than 1 month after the expiration of the Reference Period in which they accrued.~~

~~(6) Employees in managerial or supervisory positions, as well as those in positions where it is reasonably expected within that industry internationally that overtime compensation is not payable, are exempted from overtime compensation.~~

16 ~~17.~~ **Excessive hours**

16.1 Notwithstanding any provision of this Part, an Employer shall not require or allow, directly or indirectly, an Employee to work ~~excessive hours or hours~~ which are detrimental to the Employee's health or safety.

16.2 An Employer who fails to comply with this section 16 shall be liable to a fine not exceeding level 3 on the Standard Fines Scale.

17 ~~18.~~ **Reduced hours during ~~of~~ Ramadan**

17.1 During the Holy month of Ramadan, ~~all~~ all Muslim ~~Employee who observes the fast~~ Employees shall have ~~his~~ their normal working hours reduced by 2 hours each day. There shall be no reduction in compensation as a result.

17.2 An Employer who fails to comply with this section 17 shall be liable to a fine not exceeding level 3 on the Standard Fines Scale.

18 ~~19.~~ **Daily rest**

18.1 An Employee is entitled to a rest period of not less than 11 consecutive hours in each 24 hour period.

19 ~~20.~~ **Weekly rest period**

19.1 Except where otherwise provided ~~by Registrar's~~ in rules made by the Board, an Employee is entitled to an uninterrupted rest period of not less than 24 hours in each 7 Day ~~work~~ period.

~~21.~~ **Rest breaks**

20 **Breaks**

20.1 Where an Employee's daily working time is more than 6 hours, the Employee is entitled to rest and prayer breaks of not less than 1 hour in aggregate during the work day. The rest and prayer breaks may be spent away from the Employee's workstation.

20.2 Where on her return from Maternity Leave an Employee's daily working time is more than 6 hours, the Employee is entitled to at least 1 nursing break of not less than 1 hour in aggregate during the work day. The nursing break shall be in addition to the rest break referred to in subsection 20.1 and shall continue for 9 months after the Employee's actual date of childbirth.

21

22. Vacation Leave

~~(1) Subject to section 25, an Employer shall give an Employee a minimum paid Vacation Leave of 20 Business Days per year to be accrued pro-rata for Employees who have been employed for at least 90 Days.~~

21.1 An Employee is entitled to minimum paid Vacation Leave of 20 Business Days per year of employment.

21.2 ~~(2) An Employee is entitled to carry forward his accrued but untaken Vacation Leave of up to a maximum of 510 Business Days into the next year for a maximum period of 12 months after which the unused leave~~Vacation Leave shall expire.

21.3 ~~(3) An Employer shall allow an Employee who is entitled to a Vacation Leave to take it~~shall be taken in periods of 1 or more ~~weeks~~days and as agreed between the Employer and Employee.

21.4 ~~(4) Vacation Leave is exclusive of National Holidays to which an Employee is entitled.~~

21.5 ~~(5) An Employee is not entitled to a payment in lieu of Vacation Leave earned except where –~~

(a) the Employee's employment is terminated; or

(b) the Employer ~~agrees~~and Employee agree otherwise.

22

23. Compensation in lieu of Vacation Leave

22.1 ~~(1) Where an Employee's employment is terminated, the Employer shall pay the Employee an amount in lieu of Vacation Leave accrued but not taken by the Employee. In the event that the Employee has taken more Vacation Leave than has~~they have accrued at the ~~termination date, the Employee shall repay the Employer the corresponding sum.~~Termination Date, the Employer may deduct an amount calculated in accordance with subsection 22.2 from any payments due to the Employee on the Termination Date.

22.2 ~~(2) Compensation in lieu of Vacation Leave shall be calculated using the Employee's Daily Wage applicable on the Employee's last Day of employment~~at the Termination Date.

23

24. Dates on which leave is taken

~~(1) An Employee electing to take Vacation Leave shall do so by giving at least 7 Days' prior written notice to the Employer specifying the days on which leave is to be taken and subject to any requirement imposed by the Employer under subsection (2).~~

23.1 Subject to subsection 23.2, an Employer must consent to the dates on which Vacation Leave is to be taken, with such consent not to be unreasonably withheld.

23.2 ~~(2) The Employer may require an Employee to take Vacation Leave on specified days by giving at least 7 Days' prior written notice to the Employee.~~

~~(3) The Employer and Employee may mutually agree on the specified days to be taken as Vacation Leave, in which case the notice requirements in subsections (1) and (2) shall not apply.~~

24

25. Leave during the first year of employment

24.1 ~~(1) During the first year of employment, the amount of Vacation Leave an Employee may take at any time is limited to the amount deemed to have accrued at that time, less the~~

~~amount of Vacation Leave already taken during that year, unless the Employer agrees otherwise~~accrued by the Employee at the time of taking the Vacation Leave.

24.2 ~~(2) For the purposes of this section, leave is deemed to accrue over~~Vacation Leave accrues during the Employee's first year of employment on a monthly basis at the rate of one-twelfth of the amount specified in section 22(1) on the first day of each month of that year~~one-twelfth of the Employee's annual entitlement to Vacation Leave.~~

25 ~~26.~~ **Entitlements under other provisions**

25.1 Subject to ~~sections 33(4), 34(3) and 35(4)~~subsections 33.4, 34.3 and 35.4, where an Employee is entitled to a rest period, rest break, Vacation Leave, Maternity Leave or Paternity Leave under both these Regulations and ~~an Employment Contract of Employment~~, the Employee may elect to take the more favourable provisions but not both.

26 ~~27.~~ **Entitlement to National Holidays**

26.1 ~~(1) Every~~An Employee is entitled to ~~the~~leave on National Holidays that are announced in the UAE for the ~~public sector (if the Employer is a public sector entity) or the private sector (if the Employer is a private sector entity), falling~~relevant sector which fall on a Business Day.

26.2 ~~(2) An~~ Employee is entitled to be paid ~~at~~their Daily Wage for National Holidays under subsection ~~(1)~~26.1.

~~(3) Leave to which an Employee is entitled under subsection (1) may be replaced by –~~

26.3 If an Employee agrees to work on a National Holiday, in addition to their Daily Wage, the Employer must provide the Employee with either –

- (a) a day of leave in lieu of each day worked;
- (b) a payment in lieu of an amount equal to the Employee's Daily Wage for each day worked on a National Holiday; or
- (c) a pro-rated amount relating~~payment of a pro-rated amount of the Employee's Daily Wage according to the period of time worked, where each of the Employer and the Employee so agree in writing~~ during the National Holiday.

27 ~~28.~~ **Special leave**

27.1 A Muslim Employee, ~~who has completed~~ with at least 1 year ~~or more of continuous employment, with the Employer~~ shall be entitled, ~~not more than once during the period of employment,~~ to special leave not exceeding 30 Days without pay, ~~to perform the Haj pilgrimage~~ once during their employment with the Employer.

28 **Bereavement leave**

28.1 An Employee shall be entitled to bereavement leave of 5 Business Days, with payment of their Daily Wage, on the death of an Employee's spouse, parent, child (including an adopted child) or sibling, subject to the Employee satisfying any evidential requirements reasonably requested by the Employer.

29

29. Sick leave

29.1 ~~(1)~~ An Employee is entitled to sick leave not exceeding a maximum of 60 Business Days in aggregate in any 12 month period.

29.2 ~~(2)~~ An Employee who ~~requests~~ takes sick leave under this section shall personally, ~~or~~ have someone on the Employee's their behalf as soon as reasonably practicable –

~~(a) as soon as reasonably practicable notify the Employer that the Employee is unable to fulfil the duties reasonably expected in the Employee's position because of the Employee's sickness; and~~

(a) on the first day of absence, notify the Employer of their absence due to sickness; and

(b) if required by the Employer, at least once every 7 Days during ~~aprove~~ a sick certificate from a UAE registered medical practitioner covering the entire period of absence due to sickness, provide a medical opinion that states that the Employee cannot fulfil the duties reasonably expected in the Employee's position.

29.3 ~~(3)~~ An Employer who would, ~~apart from subsection (2),~~ otherwise be liable to pay sick pay to an Employee, is entitled to withhold the sick pay if the Employee ~~failed to give the notice (and the medical opinion, if required by the Employer) to the Employer as required under~~ fails to comply with subsection ~~(2)~~ 29.2.

30

30. Sick pay

30.1 ~~(1)~~ Subject to ~~section 29~~ subsection 29.2, an Employer shall pay an Employee sick pay based on his Daily Wage as follows: full pay for the first 10 Business Days, half pay for the next 20 Business Days with

(a) 100% of the Employee's Daily Wage for the first 10 Business Days of sick leave taken in 12 month period;

(b) 50% of the Employee's Daily Wage for the next 20 Business Days of sick leave taken in the same 12 month period; and

(c) the remaining 30 Business Days ~~being~~ shall be unpaid. For the avoidance of doubt, subsection (1)

This section 30 refers to either consecutive or ~~non-consecutive~~ non-consecutive Business Days.

~~(2) Subsection (1) shall not apply if the Contract of Employment is for 1 month or less.~~

31

31. Termination for excessive sick leave

31.1 ~~(1)~~ Where an Employee takes more than an aggregate of 60 Business Days of sick leave in any 12 month period, the Employer may terminate the employment ~~immediately with~~ immediate effect upon written notice to the Employee.

31.2 ~~(2)~~ Subsection ~~(1)~~ 31.1 does not apply where an Employee takes sick leave on account of a Disability.

32

National and Reserve Service

32.1 Federal Law No. 6 of 2014 Concerning the National and Reserve Service, as amended from time to time, and its executive regulations, resolutions and directives shall apply in the Abu Dhabi Global Market.

PART 5: PARENTAL RIGHTS

32. Pro-rata entitlements for part-time Employees

~~For Employees employed on a part-time basis, the rights of the Employee to take leave under sections 22, 29, 33, 34 and 35 (and the rights of the Employer under section 31 to terminate for excessive sick leave) shall apply but shall be calculated on a pro-rata basis.~~

PART 4 : MATERNITY AND PATERNITY RIGHTS

33

33. Maternity Leave

33.1 ~~(1) An~~A female Employee shall be entitled to ~~a minimum~~ Maternity Leave entitlement of 65 Business Days.

33.2 ~~(2) An~~ Employee shall be entitled to ~~be paid~~ Maternity Pay in accordance with section 34 during ~~the minimum~~ Maternity Leave ~~in subsection (1) if she –~~

- (a) will have been continuously employed with her Employer for at least 12 months preceding the expected or actual week of childbirth;
- (b) notifies her Employer in writing that she is pregnant at least 8 weeks before the expected week of childbirth, ~~if requested by the Employer;~~
- (c) provides a medical practitioner's certificate stating the expected or actual birth date, if requested by the Employer; and
- (d) notifies her Employer in writing at least 21 Days before the ~~Day~~ date on which the Employee proposes to begin her Maternity Leave.

33.3 ~~(3) The~~ maternity rights granted under sections 33 and 34 also apply to a female Employee who is adopting a child of less than 36 months old and, in such case, references to childbirth are treated as references to the date of adoption.

33.4 ~~(4) Vacation~~ Leave shall continue to accrue during Maternity Leave and may be taken separately.

33.5 A female Employee has the right to return to work at the end of Maternity Leave granted under section 33 to the same role or a suitable alternative on the same terms and conditions and with the same seniority rights she would have had if she had not taken Maternity Leave.

34

34. Maternity Pay

34.1 ~~(1) An~~ Employer shall pay Maternity Pay at –

- (a) the Employee's ~~normal~~ Daily Wage for the first 33 Business Days of Maternity Leave; and

(b) 50 per cent of the Employee's ~~normal~~ Daily Wage for the next 32 Business Days of Maternity Leave.

34.2 ~~(2) An Employee cannot~~ is not entitled to receive compensation a payment in lieu of Maternity Leave.

34.3 ~~(3) Any National Holidays falling on a Business Day within the~~ during Maternity Leave period shall be treated as additional leave thereby having the effect of extending the Maternity Leave by the period of the ~~national holiday~~ National Holiday.

34.4 If the Employee's employment terminates during Maternity Leave, the Employer must pay the Employee Maternity Pay which she would have received had her employment continued until the end of her Maternity Leave.

35

35. Paternity Leave and pay

35.1 A male Employee who becomes a father to:

(a) a newly-born child; or

(b) an adopted child of less than 6 months old.

~~(1) An Employee who becomes a father to a newly-born child shall be entitled to a minimum Paternity Leave entitlement of 5 Business Days to be taken within 2 months of the date of birth of the child~~ childbirth or the date of adoption subject to the Employee satisfying any evidential requirements reasonably requested by the Employer.

35.2 ~~(2) During the Employee's minimum Paternity Leave, the Employer shall pay paternity pay at the Employee's normal~~ an Employee shall be entitled to receive their Daily Wage.

35.3 ~~(3) The Employee cannot~~ is not entitled to receive compensation a payment in lieu of Paternity Leave.

35.4 ~~(4) Any National Holidays falling on a Business Day within~~ during the Paternity Leave period shall be treated as additional leave thereby having the effect of extending the Paternity Leave by the period of the ~~national holiday~~ National Holiday.

PART 6: ANTE-NATAL CARE

36

36. Right to ~~return to work~~ time off for ante-natal care and adoption proceedings

~~(1) An Employer shall not, because of an Employee's pregnancy, Maternity Leave or Paternity Leave –~~

36.1 Subject to the Employee's compliance with subsection 36.2, an Employee who –

(a) is pregnant or whose wife is pregnant; and

(b) has, or whose wife has, on the advice of a registered medical practitioner made an appointment to receive ante-natal care.

is entitled to take reasonable time off during the Employee's working hours in order to attend the appointment.

36.2 The Employee must provide their Employer with –

- (a) ~~terminate the employment~~ reasonable notice of the ante-natal appointment; ~~or~~
- (b) a medical practitioner's certificate confirming the pregnancy, if requested by the Employer; and
- (c) evidence of the ante-natal appointment, if requested by the Employer.

36.3 An Employee who is applying to adopt a child is entitled to take reasonable time off work to attend adoption proceedings, subject to:

- (a) giving the Employer reasonable notice of the adoption proceedings; and
- (b) ~~change the position or condition of employment without the Employee's prior written consent~~ satisfying any evidential requirements reasonably requested by the Employer.

37 **Right to remuneration for time off under section 36**

37.1 An Employee is entitled to be paid their normal Hourly Rate for any time-off taken under section 36.

~~(2) An Employee has the right to return to work at the end of Maternity Leave granted under section 33 to the same role or a suitable alternative on the same terms and conditions, and with same seniority rights she would have had, had she not taken Maternity Leave.~~

~~(3) An Employee has the right to return to work at the end of Paternity Leave granted under section 35 to the same role and with same seniority rights he would have had, had he not taken Paternity Leave.~~

PART 5 PART 7: EMPLOYER'S OBLIGATIONS

38 **37. General duties of Employers to their Employees**

38.1 ~~(1)~~ An Employer has a duty to ensure, as far as is reasonably practicable, the health, safety and welfare at work of all its Employees.

38.2 ~~(2)~~ An Employer shall provide and maintain a workplace that is free of discrimination, harassment, and victimisation and is safe and without risks to an Employee's health.

39 **38. Health and safety duties**

39.1 ~~(1)~~ Without limiting the generality of an Employer's duty under section ~~37~~38, every Employer has a duty, as far as is reasonably practicable, to –

- (a) ensure adequate systems are in place that minimize risks to health concerning fire hazards and the use, handling, storage and transport of dangerous articles and substances;
- (b) provide information, instruction, training and supervision to Employees, in English or, if necessary, another language understood by the Employees, to ensure their health and safety at work;
- (c) inform each Employee in writing at the time of recruitment of the dangers, if any, connected with the employment and of the protective measures the Employee shall take;

- (d) provide and maintain adequate and safe access to, and from, the workplace; and
- (e) provide any other facilities or meet any other requirements as prescribed in any rules made by the Board.

40 ~~39.~~ **Ventilation**

40.1 An Employer shall ensure that every enclosed workplace is ventilated by a sufficient quantity of fresh or purified air.

41 ~~40.~~ **Temperature in indoor workplaces**

41.1 An Employer shall ensure that, during working hours, the temperature in all workplaces inside buildings shall be reasonable.

42 ~~41.~~ **Lighting**

42.1 An Employer shall ensure that its workplace has suitable and sufficient lighting.

43 ~~42.~~ **Cleanliness**

43.1 An Employer shall keep its workplace and its furniture, furnishings and fittings clean.

44 ~~43.~~ **Room dimensions and space**

44.1 An Employer shall ensure that every room where persons work has sufficient floor area, height and unoccupied space for purposes of health, safety and welfare.

45 ~~44.~~ **Workstations and seating**

45.1 An Employer shall ensure that workstations are suitable for Employees and the nature of the work required to be done at the workstation.

46 ~~45.~~ **Sanitary conveniences**

46.1 An Employer shall provide suitable and adequate sanitary conveniences at readily accessible places in the workplace.

47 ~~46.~~ **Drinking water**

47.1 An Employer shall provide an adequate supply of wholesome drinking water for all Employees in the workplace.

48 ~~47.~~ **No penalties for preventing health and safety risks**

48.1 ~~(1)~~ An Employer shall not dismiss or otherwise penalise, directly or indirectly, any Employee for –

- (a) carrying out activities that prevent or reduce risks to health and safety in the workplace where the Employee has been specifically designated to do so; or
- (b) taking reasonable steps to avert serious and imminent danger and for refusing to return to the place of danger until the danger no longer exists.

48.2 Where an Employer dismisses or penalises an Employee in breach of section 48, the Employer shall be liable to compensate the Employee in such amount as the Court considers just and equitable in all the circumstances.

~~(2) An Employee is not to be regarded as having been penalised for conduct referred to in subsection (1) if the Employer proves that the Employee's conduct was negligent or inappropriate in the circumstances and that a reasonable Employer would have treated the Employee as the Employer did.~~

49

48. ~~Work-related injuries~~injury and illness

49.1 The Employer shall immediately obtain, at the Employer's expense if such expense is not covered by the ~~Employer provided~~Employee's health insurance, adequate medical assistance for any Employee who suffers an injury as a result of an accident or illness arising out of or in the course of ~~his~~their employment.

49. ~~Compensation for employment accidents and occupational diseases~~

49.2 ~~(1) Where an Employee sustains an injury as a result of an accident or illness arising out of or in the course of his~~their employment, and the Employee can show that such accident or illness arose as a result of the Employer's negligence or actions, the Employer shall ~~pay compensation to be~~ liable to compensate the Employee in accordance with ~~any scale of compensation amounts specified for the purposes of this section by the Board in rules made by the Board~~Schedule 1 to these Regulations and shall be liable to a fine not exceeding level 8 on the Standard Fines Scale.

~~(2) No compensation is payable under this section until such amounts have been so specified.~~

49.3 Where an Employee dies as a result of an accident or illness arising out of or in the course of ~~his~~their employment, and the Employee's estate can show that such accident or illness arose as a result of the Employer's negligence or actions, the Employer shall pay compensation to the Employee's estate equal to no less than 24 months' Wages calculated on the basis of the last monthly wage the Employee was paid before ~~his~~their death.

49.4 Where an Employer has failed to pay to the Employee's named dependants the sum (or the full sum) due under subsection 49.3, the Employee's named dependants may apply to the Court for a declaration to that effect and the Court shall order the Employer to pay to the Employee's named dependants a sum equal to the sum it finds to be due under subsection 49.3 (or, where the Employer has paid a sum which is less than the full sum due under subsection 49.3, a sum equal to the difference between the sum paid by the Employer and the full sum due under subsection 49.3).

50

50. Health insurance

50.1 An Employer is required to obtain and maintain health insurance cover for its Employees and the Employee's dependents in accordance with the requirements of the relevant Competent Body.

PART 6 : TIME OFF WORK

51. ~~Right to time off for ante-natal care~~

~~(1) An Employee who—~~

51 **Liability of Employer for Employee conduct**

~~(a) is pregnant; and~~

51.1 Subject to subsection 51.2, an Employer may be liable for any act, attempted act or omission of an Employee done in the course of their employment with the Employer.

51.2 An Employer will only be vicariously liable in accordance with subsection 51.1:

(a) where there is a claim for loss, damages or compensation, if the act, attempted act or omission to which the claim relates is sufficiently connected with an Employee's employment that it would be fair and just to hold the Employer vicariously liable and the Employer is unable to show that it took all reasonable steps to prevent an Employee from carrying out that act, attempted act or omission; and

(b) has, on the advice of a registered medical practitioner, made an appointment to receive ante-natal care, is entitled to take time off during the Employee's working hours in order to keep the appointment. In the case of discrimination, harassment or victimisation, if the Employer is unable to show that it took all reasonable steps to prevent an Employee from carrying out that act, attempted act or omission.

52 **Contraventions**

~~(2) The Employer may request the Employee to provide –~~

52.1 Where an Employer fails to comply with Part 7, the Employer shall be liable to a fine not exceeding level 4 on the Standard Fines Scale in each case, unless expressly stated otherwise under the relevant section.

~~(a) a medical practitioner's certificate confirming the pregnancy; and~~

~~(b) evidence of appointments for ante-natal care.~~

52. Right to remuneration for time off under section 51

~~(1) An Employee who is permitted to take time off under section 51 is entitled to be paid for the period of absence at the appropriate Hourly Rate.~~

~~(2) The appropriate Hourly Rate is the Daily Wage divided by the number of normal working hours in a Business Day for that Employee under the Contract of Employment in force on the day when the time off is taken.~~

PART 7 PART 8: EMPLOYEE'S OBLIGATIONS

53 **53. General duties of Employees at work**

53.1 Employees shall, except as and to the extent specified in the Employment Contract, during the employment –

(a) perform their employment duties with reasonable diligence and care;

(b) obey the orders of the Employer to the extent that –

(i) the orders are consistent with the Employee's employment duties;

(ii) the orders will not expose the Employee to danger;

(iii) the carrying out of such orders will not constitute a contravention of any regulation or other legislation of the Abu Dhabi Global Market or any legislation or regulation that is applicable within the Abu Dhabi Global Market;

(c) An Employee has a duty, while at work, comply with the health and safety instructions of the Employer and to take reasonable care of the Employee's own health and safety and that of other persons who may be affected by the Employee's conduct. whilst at work;

PART 8 : NON-DISCRIMINATION

(d) take reasonable care of any of the Employer's property which is in the Employee's possession or control or which is accessed or used by the Employee;

(e) not offer, promise, give, accept or solicit any financial or other advantage, to induce the recipient or any other person to act improperly in the performance of their functions, or to reward them for acting improperly;

(f) not hold themselves in a position which may create a conflict of interest between the Employee and the Employer;

(g) serve the Employer faithfully and not compete with or disrupt the business of the Employer; and

(h) not disclose to any third party any confidential information of the Employer to any third party, unless such disclosure is made with the consent of the Employer, compelled by a competent court or required or permitted by applicable law or regulation.

PART 9: NON-DISCRIMINATION AND VICTIMISATION

54

54. Discrimination

54.1 (1) An Employer must not discriminate against an Employee regarding employment or any term or condition of employment on the grounds of the Employee's –

- (a) gender;
- (b) marital status;
- (c) ~~race~~ pregnancy and maternity;
- (d) ~~nationality~~ race;
- (e) ~~colour~~ nationality;
- (f) religion;
- (g) age; and/or
- (h) Disability.

54.2 (2) Discrimination for the purposes of subsection (1) 54.1 means where –

- (a) an Employee is treated less favourably than others would be treated in the same circumstances ~~on one of the~~, or put at a disadvantage not faced by others, because of a prohibited ground in subsection ~~(1)~~54.1;
- (b) in respect of the application of the same ~~a~~ provision, criterion, or practice, is applied to an Employee is put at a disadvantage not faced by others who are not of that gender, marital status, race, nationality, colour, religion or age, or suffering from a Disability as applicable; or which is discriminatory in relation to one of the prohibited grounds in subsection 54.1; or
- (c) ~~on grounds of one of the prohibited grounds in subsection (1),~~ an Employee is subjected to unwanted treatment or conduct related to one of the prohibited grounds in subsection 54.1 which has the purpose or effect of creating an intimidating, hostile, degrading, humiliating or offensive workplace for the Employee or violates an Employee's dignity.

54.3 ~~(3)~~ For the purposes of subsection ~~(2)~~54.2(b), a provision, criterion or practice is discriminatory in relation to any of the prohibited grounds specified in subsection ~~(1)~~ as relevant, 54.1 if –

- (a) an Employer applies, or would apply it, to persons who do not share the characteristics of such Employee;
- (b) it puts, or would put, persons with whom the Employee shares the characteristic at a particular disadvantage when compared with persons with whom the Employee does not share it;
- (c) it puts, or would put, the Employee at that disadvantage; and
- (d) the Employer cannot show it to be a proportionate means of achieving a legitimate aim.

54.4 ~~(4)~~ An Employer may apply a ~~bona-fide~~bona-fide occupational requirement to subsections ~~(2)~~54.2(a) and (b). A ~~bona-fide~~bona-fide occupational requirement is a requirement reasonably necessary for the normal performance of a particular role or occupation.

54.5 ~~(5)~~ For the purposes of this section 54, an Employer discriminates against an Employee with a Disability if a physical feature of the workplace or an applicable provision, criterion or practice puts the disabled Employee at a substantial disadvantage in relation to a relevant matter in comparison with persons who are not disabled, and the Employer fails to take ~~such steps as it is reasonable to have to take to avoid~~reasonable steps to overcome the disadvantage.

54.6 ~~(6)~~ For the purposes of this section 54, an Employer shall not be liable for discrimination on grounds of age ~~if it places an Employee (A) at a disadvantage when compared with another Employee of a different age (B),~~ in relation to the provision of any benefits, facilities or services ~~for Employees insofar as that disadvantage is because~~ Employee (“A”) has a shorter length of service than another Employee (“B”) of a different age, provided that ~~the Employer can show that either –~~

- (a) A has continuous service with the Employer of 5 years or less; or
- (b) ~~The~~the Employer ~~reasonably believes~~can show that ~~the arrangements for the provision of the relevant benefits, facilities or services fulfil a business need~~are a proportionate means of achieving a legitimate aim.

54.7 ~~(7)~~No provision in section 54this Part 9 precludes any law, program or activity that has as its object the amelioration of conditions of disadvantaged individuals or groups, including those that are disadvantaged because of Disability.

54.8 Where an Employer discriminates against an Employee contrary to section 54, the Employee may apply to the Court for a declaration to that effect and the Court:

(a) shall order the Employer to make an award of compensation to the Employee of such amount as the Court considers just and equitable in all the circumstances, having regard to –

- (i) the Employer's default in failing to comply with its obligations under section 54;
- (ii) any injury to feelings suffered by the Employee; and
- (iii) any loss sustained by the Employee which is attributable to the matters complained of;

save that such award shall be subject to a maximum of 3 years' Basic Wages; and

(b) may order the Employer to take specified steps for the purpose of obviating or reducing the adverse effect of any matter to which the proceedings relate on the Employee or any other person. Where an Employer fails to comply with any such order within the period specified by the Court it shall be liable to a fine not exceeding level 6 on the Standard Fines Scale.

55 **Victimisation**

55.1 An Employer must not victimize an Employee.

55.2 An Employer victimizes an Employee if it subjects the Employee to a detriment, including dismissal, because:

- (a) the Employee does a protected act; or
- (b) the Employer believes the Employee has done, or may do, a protected act.

55.3 Each of the following is a protected act:

- (a) bringing proceedings under this Part 9;
- (b) giving evidence or information in connection with proceedings under this Part 9;
- (c) doing any other thing for the purposes of or in connection with this Part 9; or

(d) making an allegation (whether or not express) that the Employer or another person has contravened this Part 9.

55.4 Giving false evidence or information, or making a false allegation, is not a protected act under subsection 55.3 if the evidence or information given or the allegation made is not in good faith.

55.5 Where an Employer victimises an Employee contrary to section 55, the Employee may apply to the Court for a declaration to that effect and the Court:

(a) shall order the Employer to make an award of compensation to the Employee of such amount as the Court considers just and equitable in all the circumstances having regard to –

(i) the Employer's default in failing to comply with its obligations under section 55;

(ii) any injury to feelings suffered by the Employee; and

(iii) any loss sustained by the Employee which is attributable to the matters complained of;

save that such award shall be subject to a maximum of 3 years' Basic Wages; and

(b) may order the Employer to take specified steps for the purpose of obviating or reducing the adverse effect of any matter to which the proceedings relate on the Employee or any other person. Where an Employer fails to comply with any such order within the period specified by the Court it shall be liable to a fine not exceeding level 6 on the Standard Fines Scale.

PART 10: PROTECTED DISCLOSURES

56 Retaliation by Employer

56.1 In this section a Protected Disclosure has the meaning set forth in section 4(1) of the Whistleblower Protection Regulations 2024.

56.2 An Employee shall not be in breach of section 53.1(h) of these Regulations for making a Protected Disclosure.

56.3 An Employer shall not subject an Employee to any civil or contractual liability for making a Protected Disclosure. An Employer shall not enforce any contractual, civil or other remedy against an Employee for making a Protected Disclosure.

56.4 An Employer and any related party of the Employer must not retaliate, or threaten to retaliate, against an Employee because the Employee intends to make or has made a Protected Disclosure.

56.5 Retaliation includes, but is not limited to:

(a) dismissing the Employee;

(b) retiring the employee, or requiring or causing the Employee to retire or resign;

- (c) refusing or omitting to offer or afford to the Employee the same terms of employment, conditions of work, fringe benefits, or opportunities for training, promotion, and transfer as are made available to other employees of the same or substantially similar qualifications, experience, or skills employed in the same or substantially similar circumstances;
- (d) otherwise subjecting the Employee to any action which is reasonably likely to cause detriment or disadvantage, whether due to any act or failure to act by the Employer or a related party of the Employer; or
- (e) organising to do anything described in subsections (a)-(d).

56.6 Where an Employer or any related party of an Employer retaliates or threatens to retaliate against an Employee in breach of subsection 56.4 the Employee may apply to the Court for a declaration to that effect and the Court:

- (a) may order the Employer to make an award of compensation to the Employee of such amount as the Court considers just and equitable in all the circumstances, having regard to -
 - (i) the Employer's default in failing to comply with its obligations under section 56;
 - (ii) any injury to feelings incurred by the Employee; and
 - (iii) any loss sustained by the Employee which is attributable to the matters complained of; and
- (b) may order the Employer to take specified steps for the purpose of obviating or reducing the adverse effect of any matter to which the proceedings relate on the Employee or any other person.

56.7 Where an Employer fails to comply with any order by the Court pursuant to subsection 56.6 within the period specified it shall be liable to a fine not exceeding level 8 on the Standard Fines Scale and any other sanction available to the Court.

PART 9 PART 11: TERMINATION OF EMPLOYMENT

57 **55. Rights of Employer and Employee to minimum notice**

57.1 ~~(1)~~ An Employer or an Employee may terminate an Employee's employment in accordance with this section.

57.2 ~~(2)~~ Subject to subsections ~~(4) to (6)~~ 57.4 and 57.5, the written notice required to be given by an Employer or Employee to terminate an Employee's employment, where the Employee has been continuously employed for 1 month or more, shall not be less than –

- (a) 7 Days if the period of continuous employment is less than 3 months; or
- (b) 30 Days if the period of continuous employment is 3 months or more.

~~(3) Any provision for shorter notice in a Contract of Employment with an Employee who has been continuously employed for 1 month or more has effect subject to the minimums specified in subsection (2), but this~~

~~section does not prevent either an Employer and Employee from agreeing to a longer period of notice nor shall it prevent either party from waiving notice or from accepting a payment in lieu of notice.~~

57.3 This section does not prevent an Employer and Employee from agreeing to a longer period of notice.

57.4 An Employer may only make a payment in lieu of all or part of an Employee's notice period with the Employee's written consent.

57.5 ~~(4) Subsection (2)~~57.2 does not apply where:

(a) either the Employer or Employee terminates the employment for cause in accordance with section ~~56.58~~:

(b) ~~(5) Subsection (2) does not apply where the employment of an Employee has been terminated in accordance with section 31.;~~

(c) ~~(6) Subsection (2) does not apply where the employment of an Employee is terminated in accordance with section 99.2(2d); or~~

(d) the Employee is employed under a fixed-term Employment Contract which does not contain a notice period.

57.6 Where the Employer fails to comply with subsection 57.2, the Employer will be liable to pay to the Employee a sum equal to the Wages and other benefits which the Employee would have received during the outstanding notice period.

58

56. Termination for cause

58.1 ~~(1) The Employer may terminate an Employee's~~ Employee's employment ~~without notice~~ with immediate effect for cause. ~~Termination by the Employer for cause means termination due to the Employee's~~ Employee's conduct in circumstances where a reasonable Employer would consider ~~immediate termination~~ with immediate effect to be warranted.

58.2 Where an Employee is terminated for cause due to unauthorised absence from work, the Employer shall inform the Employee in writing that the Employer will notify the Abu Dhabi Global Market that the Employee has absconded if the Employee does not make contact with the Employer within 7 Days of receiving such notification from the Employer.

58.3 ~~(2) The Employee may terminate his~~ their employment without notice for cause. ~~Termination by the Employee for cause means termination by reason of~~ where the Employer ~~having~~ has –

- (a) committed a crime, the commission of which has a material and detrimental impact on the Employee;
- (b) committed a repudiatory breach of ~~a provision of the~~ Employment Contract of Employment; OR
- (c) ~~materially contravened~~ committed a material contravention these Regulations, ~~which contravention has a material and~~ which has a materially detrimental impact on the Employee.

~~(3) Termination for cause does not include termination under section 31.~~

58.4 Where an Employee terminates the employment for cause in accordance with subsection 58.3, the Employee shall be entitled to receive a sum equal to the Wages and other benefits which they would have received during their notice period.

59

57. Right to written statement of reasons for dismissal

59.1 Upon the written request of an Employee ~~who has been continuously employed for a period of not less than 1 year on the date of termination of employment,~~ an Employer shall provide the Employee with a true and accurate written statement of the reasons for the Employee's dismissal within 14 days of receipt of such request.

59.2 Where an Employer fails to comply with section 59.1, the Employer shall pay to the Employee a sum equal to one month's Wages.

60 **Right to certificate of experience**

60.1 Following the termination of an Employee's employment an Employer shall provide the Employee with a true and accurate certificate of experience within 14 Days of receiving the Employee's written request.

60.2 The certificate of experience shall state:

- (a) the name of the Employer and the Employee;
- (b) the Employee's commencement date and Termination Date;
- (c) the job title of the last position held by the Employee; and
- (d) the last Wages of the Employee.

60.3 Where an Employer fails to comply with this section 60, the Employer shall pay to the Employee a sum equal to one month's Wages.

61 **58. Pension for UAE and GCC nationals**

61.1 Where an Employee is a UAE or GCC National,:

- (a) the Employer shall enrol ~~him~~them in the relevant UAE or GCC pension scheme in accordance with applicable legislation within 30 Days of the commencement of the Employee's employment; and he
- (b) they shall not be eligible to receive an ~~end-of-service~~end-of-service gratuity as prescribed in section 59 ~~on termination of employment~~62 unless such Employee has the written approval of the applicable pension authority not to participate in the ~~Employee's~~applicable UAE or GCC pension scheme and has provided a copy of that written approval to the Employer prior to the ~~termination~~ ~~of commencement of their~~ employment or as soon as reasonably practicable thereafter.

62 **59. End-of-service gratuity**

~~(1) Subject to subsections (5) and (6), an Employee who completes continuous employment of 1 year or more is entitled to a gratuity payment at the termination of the Employee's employment, whether such termination is implemented by the Employer or the Employee but subject to subsection (4).~~

62.1 An Employee who completes continuous employment of 1 year or more with their Employer is entitled to an end of service gratuity on the termination of their employment regardless of the reason for termination.

62.2 ~~(2) The~~An Employee's end of service gratuity payment shall be calculated as follows –

- (a) 21 Days' Basic Wage for each year of the first 5 years of service; and
- (b) 30 Days' Basic Wage for each additional year of service,

~~(b)~~provided that the total of the end of service gratuity shall not exceed the equivalent of the Employee's Wages ~~off~~for 2 years of service.

62.3 The daily rate ~~for the~~ of an Employee's Basic Wage shall be calculated ~~based on the number of days in the year~~ by dividing the Employee's Basic Wage by three hundred and sixty five and by reference to the Employee's Basic Wage payable to the Employee as at the date of termination of the Employee's employment. at the Termination Date.

62.4 The Employer may deduct from the end of service gratuity any amounts owed to the Employer by the Employee.

62.5 An Employee's end of service gratuity payment shall be calculated on a pro-rata basis in respect of any part years of employment.

~~(3) Where the termination occurs prior to the end of any full year of employment, the gratuity payment shall be calculated on a proportionate basis.~~

~~(4) An Employee is not entitled to a gratuity payment where the employment of the Employee has been terminated by the Employer for cause as defined in section 56(1).~~

62.6 ~~(5) Where an Employer has established a pension scheme for his Employees, he, the Employer shall provide~~ give an Employee the option in writing ~~to the Employees the option to choose between participating in the pension scheme or receiving the end of service~~ an end of service gratuity payment. The Employee will not be entitled to benefit from both unless otherwise agreed in writing by the Employer.

62.7 ~~(6) Where an Employee has received a document under subsection (5), he shall expressly state his~~ 62.6, the Employee shall confirm their choice in writing and submit it to the Employer.

60. No other compensation rights on termination

~~Other than rights under these Regulations and the Employee's Contract of Employment, an Employee shall have no other rights to compensation or payments from the Employer on the termination of the Employee's employment.~~

PART 10 : PROTECTED DISCLOSURES¹

61. Retaliation by Employer

~~(1) In this section a Protected Disclosure has the meaning set forth in section 4(1) of the Whistleblower Protection Regulations 2024.~~

63

Repatriation Flight

~~(2) An Employee shall not be in breach of section 10(g) of these Regulations for making a Protected Disclosure.~~

63.1 Within one month of the Termination Date, the Employer is required to provide the Employee with a one-way repatriation flight to the Employee's country of origin or other country agreed with the Employee unless:

~~(3) An Employer shall not subject an Employee to any civil or contractual liability for making a Protected Disclosure. An Employer shall not enforce any contractual, civil or other remedy against an Employee for making a Protected Disclosure.~~

~~(4) An Employer and any related party of the Employer must not retaliate, or threaten to retaliate, against an Employee because the Employee intends to make or has made a Protected Disclosure.~~

~~(5) Retaliation includes, but is not limited to:~~

¹Amended 10 July 2024

- (a) dismissing the Employee is an Overseas Fully Remote Employee;
- (b) the Employee obtains alternative employment or visa sponsorship in the UAE within 30 days of the cancellation of their Employee Work Permit; or
- (c) the Employee has been dismissed for cause in accordance with these Regulations.

64 **Late Payment**

- 64.1 An Employer shall pay all Wages and any other amounts owing to an Employee, excluding any Variable Payment, within 14 Days of the Employee's Termination Date.
- 64.2 The payment of any Variable Payment may be deferred and subject to other conditions agreed in writing between the Employee and Employer.
- 64.3 Subject to subsections 64.4, 64.5 and 64.6, if an Employer fails to comply with subsection 64.1, the Employer shall pay a penalty to the Employee equal to the Employee's Daily Wage for each Day that the Employer is in arrears of its payment obligations under subsection 64.1.
- 64.4 A penalty pursuant to subsection 64.3 will be waived by the Court in respect of any period during which:
 - (a) a dispute is pending in the Court regarding any payment due to the Employee under subsection 64.1; or
 - (b) retiring the employee, or requiring or causing the Employee's unreasonable conduct is the material cause of the Employee to retire or resign failing to receive the amount due from the Employer;
- 64.5 A penalty under subsection 64.3 will only be awarded to an Employee if the amount due and not paid to the Employee in accordance with subsection 64.1 is in excess of the Employee's Wage for one week.
- 64.6 Any penalty under subsection 64.3 shall not exceed the Employee's Daily Wage for six months.

PART 12: SANCTIONS AND PROCEDURAL REQUIREMENTS

- (c) ~~refusing or omitting to offer or afford to the Employee the same terms of employment, conditions of work, fringe benefits, or opportunities for training, promotion, and transfer as are made available to other employees of the same or substantially similar qualifications, experience, or skills employed in the same or substantially similar circumstances;~~

65 **Procedures and Powers of the Registrar**

- (d) ~~otherwise subjecting the Employee to any action which is reasonably likely to cause detriment or disadvantage, whether due to any act or failure to act by the Employer or a related party of the Employer; or~~
- 65.1 The procedural formalities and protections afforded to an Employer must be commensurate with the gravity or seriousness of the proposed action.

65.2 If the Registrar considers that an Employer has contravened a relevant requirement under these Regulations or any subordinate rules, it may take any or all of the following courses of action in relation to the Employer:

- (a) issue a private or public censure in relation to such contravention;
- (b) impose a financial penalty;
- (c) issue a prohibition order; or
- (d) ~~(e) organising to do anything described in subsections (a)–(d)~~ enter into an enforceable undertaking.

~~(6) Where an Employer or any related party of an Employer retaliates or threatens to retaliate against an Employee in breach of subsection (4) the Employee may apply to the Court for a declaration to that effect and the Court:~~

65.3 In this Part a “relevant requirement” means a requirement with which an Employer must comply under these Regulations.

66 Warning Notices

~~(a) may order the Employer to make an award of compensation to the Employee of such amount as the Court considers just and equitable in all the circumstances having regard to—~~

66.1 If the Registrar proposes to impose any sanction pursuant to its powers under subsection 65.2, it must provide a warning notice (a “Warning Notice”) to the Employer (the “Warning Notice Recipient”).

66.2 A Warning Notice must -

- (a) state the action(s) which the Registrar proposes to take;
- (b) be in writing;
- (c) give reasons for the proposed action(s);
- (d) specify a reasonable period (which may not be less than 14 days) within which the Warning Notice Recipient may make representations to the Registrar;
- (e) ~~(i) the Employer’s default in failing to comply with its obligations under~~ state whether section ~~64~~69 applies; and
- (f) if that section applies, describe its effect and state whether any material exists to which the Warning Notice Recipient must be allowed access under it.

66.3 Following the receipt of a Warning Notice, the Warning Notice Recipient must have the amount of time specified in the Warning Notice, or such longer time as the Registrar may agree with the Warning Notice Recipient, to make representations to the Registrar in respect of the Warning Notice.

66.4 The Registrar must consider relevant materials, documentation or information relating to the matter, and consider the representations made by the Warning Notice Recipient within the permitted time (if any), and must, within two months starting on the date on which the period for making representations under subsection 66.3 ends, take one or more of the following actions:

- (a) abandon all actions proposed by the Warning Notice, in which case it will notify the Warning Notice Recipient of that fact in writing as soon as practicable;
- (b) issue a subsequent Warning Notice, proposing different or further actions; or
- (c) take one or more actions specified in the Warning Notice by issuing a Decision Notice.

66.5 If the Registrar has not taken any of the above actions within the prescribed period, the Registrar will be deemed to have abandoned all actions proposed by the Warning Notice.

67 **Decision Notices**

67.1 If the Registrar decides to take an action referred to in a Warning Notice, it must provide a Decision Notice (a "Decision Notice") to the Employer (the "Decision Notice Recipient").

67.2 A Decision Notice must -

- (a) be in writing;
- (b) give the reasons of the Registrar for the decision to take the action to which the notice relates; and
- (c) give an indication of any right to refer the matter to the Court which is given by these Regulations.

68 **Right to refer matters to the ADGM Courts**

68.1 A Decision Notice Recipient may refer the matter to the Court within one month of receipt of the Decision Notice, which will review the matter in accordance with their own procedures.

68.2 A Decision Notice that has been referred to the Court continues in effect until the matter has been resolved by the Court, unless the Court determine otherwise.

69 **Access to Material**

69.1 If the Registrar gives a person ("A") a Warning Notice notifying such recipient that it intends to impose a fine at or exceeding level 6 on the Standard Fines Scale, it must

=

- (a) allow the person access to the material on which it relied in taking the decision which gave rise to the obligation to give the notice; and
- (b) allow the person access to any other material which was considered or obtained by the Registrar in connection with determining and reaching its decision which, in the Registrar's opinion, might undermine that decision.

69.2 The Registrar may refuse A access to particular material which it would otherwise have to allow A access to if, in its opinion, allowing A access to the material -

- (a) would not be in the public interest;

- (b) would breach confidentiality requirements; or
- (c) would not be fair, having regard to -
 - (i) the likely significance of the material to A in relation to the matter giving rise to the Warning Notice; and
 - (ii) the potential prejudice to the interests of a person other than A which would be caused by the material's disclosure.

69.3 If the Registrar refuses under subsection 69.2 to allow access to material, it must give A written notice of -

- (a) ~~(ii) any injury to feelings incurred by the Employee~~refusal; and
- (b) the reasons for it.

69.4 The Registrar may refuse A access to particular material on the basis that it consists of a protected item, in which case, it must give A written notice of -

- (a) the existence of the protected item; and
- (b) the Registrar's decision not to allow him access to it.

70

Protected Items

70.1 A person may not be required under these Regulations to produce, disclose or permit the inspection of protected items.

70.2 "Protected items" means -

- (a) communications between a professional legal adviser and his client or any person representing his client which fall within subsection 70.3;
- (b) communications between a professional legal adviser, his client or any person representing his client and any other person which fall within subsection 70.3 (as a result of paragraph (b) of that subsection);
- (c) items which -
 - (i) are enclosed with, or referred to in, such communications;
 - (ii) fall within subsection 70.3; and
 - (iii) ~~any loss sustained by the Employee which is attributable to the matters complained of;~~ and are in the possession of a person entitled to possession of them.

70.3 A communication or item falls within this subsection if it is made -

- (a) in connection with the giving of legal advice to the client; or
- (b) ~~may order the Employer to take specified steps for the purpose of obviating or reducing the adverse effect of any matter to which the~~ in connection with, or in contemplation of, legal proceedings and for the purposes of those proceedings relate on the Employee or any other person.

(7) Where an Employer fails to comply with any such order by the Court pursuant to subsection (6) within the period specified by the Court it shall be liable to a fine not exceeding level 8 on the Standard Fines Scale and any other sanction available to the Court.

70.4 A communication or item is not a protected item if it is held with the intention of furthering a criminal purpose.

71

Publication

71.1 A Warning Notice, the existence of a Warning Notice and the contents of a Warning Notice must not be published or disclosed by the Registrar, the Warning Notice Recipient, or any other person.

71.2 The Registrar may publish, in such manner as it considers appropriate, a Decision Notice, part of a Decision Notice, or such information about the matter to which a Decision Notice relates as it considers appropriate, taking into account the fairness of such publication and the effect on the Decision Notice Recipient, the interests of participants in the Abu Dhabi Global Market or the interests of the Abu Dhabi Global Market as a whole.

71.3 Except with the prior written consent of the Registrar, no other person may publish or disclose a Decision Notice, part of a Decision Notice or information about the matter to which a Decision Notice relates, except and to the extent that the Registrar has already so published.

71.4 A person, other than the Registrar, who contravenes subsections 71.1 or 71.3 shall be liable to a fine not exceeding level 3 on the Standard Fines Scale.

PART 11 PART 13: GENERAL

72

62. Rule-making Rule-making power of the Board and the Registrar

72.1 ~~(1)~~ The Board may make such rules setting out applicable fines and/or appropriate limits of compensation for non-compliance with obligations under applying to matters within the scope and objectives of these Regulations as appear to the Board to be in the interests of the Abu Dhabi Global Market.

72.2 Rules made by the Board in accordance with section 72 may contain such incidental, supplemental, consequential and transitional provision as the Board considers appropriate.

~~(2)~~ Subject to subsection (1), the Registrar may make rules for carrying out these Regulations or for the purpose of furthering one or more of the Regulations' objectives.

~~(3)~~ Without prejudice to the generality of subsection (2), the Registrar may make rules with respect to the application of these Regulations to Employers.

73

63. Administration of the Regulations

73.1 ~~(1)~~ These Regulations and any rules, made for carrying out the purpose of the Regulations, shall be administered by the Registrar.

73.2 ~~(2)~~ The Registrar shall, where necessary and appropriate, administer by way of rules, any activities related to the provision of services in Abu Dhabi Global Market by natural persons who are not Employees.

64. Repatriation Flight

On termination of an Employee's employment, the Employer is required to provide the Employee with a one-way repatriation flight to the Employee's country of origin unless (i) the Employee obtains alternative employment or visa sponsorship in the UAE within 30 Days; or (ii) the Employee has been dismissed for cause in accordance with these Regulations.

65. National and Reserve Service

To the extent to which it does not contradict with the provisions of these Regulations, the provisions of Federal Law No. 6 of 2014 Concerning the National and Reserve Service (as amended from time to time) and its executive regulations, resolutions and directives shall be applicable in Abu Dhabi Global Market.

74 **Court Declaration and compensation**

74.1 Where the Employer fails to comply with their obligations under these Regulations, the Employee may apply to the Court for a declaration to that effect and the Court may, at its discretion, order the Employer to remedy the failure by complying with the relevant obligation and/or make an award of compensation to the Employee of such amount as the Court considers just and equitable in all the circumstances having regard to –

- (a) the Employer's default in failing to comply with its obligations; and
- (b) any loss sustained by the Employee, which is attributable to the matters complained of.

75 **Fees Payable to the Registrar**

75.1 The Board may make rules requiring the payment to the Registrar of fees in respect of –

- (a) the performance of any of the Registrar's functions; or
- (b) the provision by the Registrar of services or facilities for purposes incidental to, or otherwise connected with, the performance of any of the Registrar's functions.

75.2 The matters for which fees may be charged include:

- (a) the performance of a duty imposed on the Registrar by the Board;
- (b) the receipt of documents delivered to the Registrar; and
- (c) the inspection or provision of copies of documents kept by the Registrar.

75.3 The rules made by the Board may –

- (a) provide for the amount of fees to be fixed by or determined under the rules;
- (b) provide for different fees to be payable in respect of the same matter in different circumstances;
- (c) specify the person by whom any fee payable under the rules is to be paid; and
- (d) specify when and how fees are to be paid.

66. Interpretation²

76.1 In these Regulations, unless the context indicates otherwise, the defined terms listed below shall have the corresponding meanings –

"Basic Wage" means an Employee's Wage excluding allowances;

"Board" means the Board of Directors of ADGM;

"Business Day" means a normal business an Employee's working day for the Employer as defined in the Employment Contract of Employment;

"Competent Body" means any UAE federal or Abu Dhabi governmental, judicial or regulatory authority, including the ADGM;

"Court" has the meaning given to that term in the ADGM Courts, Civil Evidence, Judgments, Enforcement and Judicial Appointments Regulations 2015;

"Daily Wage" means:

~~"Basic Wage" means the Employee's Wage excluding any portion of an Employee's Wage received in kind or as allowance for housing, travel, currency exchange (cashier), children's education, social and entertainment or any other type of allowance, bonus or commission payment, or overtime pay. The Basic Wage shall be calculated taking into consideration the total number of Days in a year;~~

(a) an Employee's Wage divided by 260 for an Employee that works five days per week;

~~"Contract of Employment" means the contract of employment provided under section 5;~~

(b) in all other cases, an Employee's Wage divided by the product of (i) the average number of days worked by the Employee each week in the preceding 12 weeks; and (ii) multiplied by 52;

~~"Daily Wage" means the compensation received by an Employee as Wages for services performed during a Business Day. The Daily Wage shall be calculated taking into consideration the total number of Business Days in a year;~~

"Day" means a calendar day, unless expressly stated otherwise;

"Decision Notice" has the meaning ascribed to it under subsection 67.1;

"Decision Notice Recipient" has the meaning ascribed to it under subsection 67.1;

"Disability" means a physical or mental impairment that has a substantial and ~~long-term~~ long-term adverse effect on an Employee's ability to carry out ~~his~~ their duties in accordance with the Employment Contract of Employment. An impairment has a ~~long-term~~ long-term effect if it has lasted at least 12 months or it is likely to last at least 12 months;

"Employee" means an individual who is employed by an Employer under an Employment Contract who either:

² Amended 10 July 2024

~~(a) works or will work in the service of another person under an express or implied Contract of Employment under which the Employer has the right to control the details of work performance;~~

(a) is based within, or ordinarily working within or from the Abu Dhabi Global Market for an Employer; or

(b) agreed in an Employment Contract to be subject to these Regulations;

"Employee Work Permit" means an Abu Dhabi Global Market work permit issued to an Employee;

"Employer" means:

(a) ~~(b)~~ holds an Abu Dhabi Global Market work permit licensed person; and

(b) ~~(c)~~ is based within, or ordinarily working within or from the Abu Dhabi Global Market, as governed by Abu Dhabi Law No. 4 of 2013 (as amended);

"Employer" means any person employing an individual to perform services for remuneration of any kind
Sponsored Residency Visa" means the Employee's UAE residency visa if sponsored by the Employer;

"Employment Contract" means a contract of service with an Employer whether written or implied and whether oral or in writing under which the Employer controls the individual's work performance;

"Fully Remote Employee" means an individual:

(c) who resides either inside or outside of the UAE; and

(d) works under an Employment Contract with an Employer under which the individual's place of work is not at the Employer's premises within the Abu Dhabi Global Market;

"GCC National" means a person who is a national of a country that is a member of the Cooperation Council for the Arab States of the Gulf;

"Hourly Rate" means the ~~rate under section 52(2)~~Daily Wage divided by the number of normal working hours in a Business Day for that Employee under the Employment Contract;

"Maternity Leave" means the maternity leave entitlement under ~~section 33(1), or such greater period as may be offered by the Employer under a Contract of Employment~~subsection 33.1;

"Maternity Pay" means the pay ~~provided by the Employer~~to an Employee in accordance with ~~section 34(1)~~subsection 34.1 during the Maternity Leave;

"National Holidays" means the national holidays as provided under ~~section 27(1)~~subsection 26.1;

"Overseas Fully Remote Employee" means a Fully Remote Employee who does not reside in the UAE;

"Part-Time Employee" means an Employee whose Employment Contract stipulates:

- (a) less than 8 working hours per day;
- (b) less than 5 working days per week; or
- (c) terms of employment which otherwise do not constitute full time working under the Employer's normal practices;

"Paternity Leave" means the paternity leave entitlement under ~~section 35(1), or such greater period as may be offered by the Employer under a Contract of Employment~~subsection 35.1;

"Pay Period" means –

~~(a) the hourly, daily, weekly or monthly period, where Employees are paid by the hour, day, week or month; or~~ by which an Employee's pay is determined in their Employment Contract;

~~(b) if an Employee is paid on a flat rate, piece rate, commission or other incentive basis, the Employee's applicable Pay Period;~~

"Protected Disclosure" means any disclosure as defined in the Whistleblower Protection Regulations 2024 as may be amended;

"Standard Fines Scale" means the standard fines scale set out in the Commercial Licensing Regulations 2015 (Fines) Rules 2020, as amended;

"Termination Date" means –

~~"Reference Period" means a period up to 4 months for assessing overtime in accordance with sections 16(2) and 16(3);~~

~~"Threshold" means 832 hours over a Reference Period of 4 months, pro-rated for shortened Reference Periods;~~

- (a) where an Employment Contract is terminated on notice, the date on which the notice expires;
- (b) where an Employment Contract is terminated without notice, the date on which the termination of employment takes effect; and
- (c) where an Employment Contract is for a fixed term, the date on which the term expires;

"UAE" means the United Arab Emirates;

"UAE Fully Remote Employee" means a Fully Remote Employee who resides in the UAE;

"Vacation Leave" means the vacation leave entitlement provided by the Employer in accordance with ~~section 22(1), or such greater period as may be offered by the Employer under the Contract of Employment~~23.1;

"Vacation Pay" means the Daily Wage payable during the Vacation Leave; ~~and~~

"Variable Payment" means any bonus, commission, drawing, distribution, grant, incentive or expense or any other payment made by an Employer to an Employee that is:

- (a) discretionary;
- (b) calculated by reference to the profits of the Employer or an affiliate of the Employer;
- (c) non-recurring; or
- (d) subject to variation depending on the performance of the Employer and/or the Employee.

"Wages" means all payments made to an Employee in ~~return~~consideration for work done or services provided under the ~~Contract of Employment~~ Contract, excluding any Variable Pay, multiplied to be expressed as an annualized number.

“Warning Notice” has the meaning ascribed to it under subsection 66.1;

“Warning Notice Recipient” has the meaning ascribed to it under subsection 66.1;

77

67. Short title, extent and commencement

77.1 (1) These Regulations may be cited as the Employment Regulations ~~2019~~2024.

77.2 (2) These Regulations apply to –

(a) ~~an Employer which is,~~

(i) ~~or was, a licensed person (as defined in the Commercial Licensing Regulations 2015); or~~

(a) (ii) ~~the Abu Dhabi Global Market as governed by the ADGM Founding Law~~an Employer;
and

(b) an Employee.

77.3 (3) ~~With the exception of section 61, these~~These Regulations shall come into force on ~~1~~ January 2020. ~~Section 61 of these Regulations shall come into force on the date of publication of the Regulations~~[TBC]. The Board may by rules make any transitional, transitory, consequential, saving, incidental or supplementary provision in relation to the commencement of these Regulations as the Board thinks fit.

77.4 (4) ~~The Employment Regulations 2015~~2019 and the Employment ~~(Amendment)~~ Regulations ~~2015~~2019 (Compensation Awards and Limits) Rules 2019 are repealed. with effect from:

(a) the date of publication of these Regulations for any Employer or Employee in the Abu Dhabi Global Market on or following the date of publication of these Regulations; and

(b) six (6) months from the date of publication of these Regulations for any Employer or Employee in the Abu Dhabi Global Market prior to the date of publication of these Regulations.

Schedule 1 - PERMANENT DISABILITIES / DISMEMBERMENT / INJURIES

<u>Nature of permanent/Disability/dismemberment/injuries</u>	<u>Maximum Percentage Payable</u>
<u>Total loss of sight in both eyes or loss of two eyes</u>	<u>100</u>
<u>Total loss of both arms</u>	<u>100</u>
<u>Total loss of both hands</u>	<u>100</u>
<u>Total loss of both legs</u>	<u>100</u>
<u>Total loss of both feet</u>	<u>100</u>
<u>Total loss of one arm and one leg</u>	<u>100</u>
<u>Total loss of one hand and one foot</u>	<u>100</u>
<u>Total paralysis</u>	<u>100</u>
<u>Mental incapacity as a result of an accident, making the individual incapable of carrying on any kind of work</u>	<u>100</u>
<u>Wounds and injuries to the head or brain which cause continuous headache</u>	<u>100</u>
<u>Total deformation of the face</u>	<u>100</u>
<u>Injuries and wounds to the chest and internal organs which cause a continuous and complete deficiency in the function of these organs</u>	<u>100</u>
<u>Total deafness in both ears</u>	<u>100</u>
<u>Total deafness in one ear</u>	<u>50</u>
<u>Loss of voice</u>	<u>50</u>
<u>Total loss of tongue</u>	<u>100</u>
<u>Loss of sexual organ</u>	<u>100</u>
<u>Total loss of one arm or one hand</u>	<u>65</u>
<u>Total loss of movement of one shoulder</u>	<u>25</u>
<u>Total loss of movement of one elbow</u>	<u>20</u>
<u>Total loss of movement of one wrist</u>	<u>20</u>
<u>Total loss of one thumb</u>	<u>20</u>

<u>Nature of permanent/Disability/dismemberment/injuries</u>	<u>Maximum Percentage Payable</u>
<u>Total loss of one index finger</u>	<u>15</u>
<u>Total loss of one finger other than the thumb or the index finger</u>	<u>10</u>
<u>Total loss of one leg or one foot</u>	<u>50</u>
<u>Partial amputation of one foot including the toes</u>	<u>35</u>
<u>Unhealed fracture of one leg or one foot</u>	<u>35</u>
<u>Unhealed fracture of one kneecap</u>	<u>30</u>
<u>Total loss of movement of one hip or one knee</u>	<u>20</u>
<u>Shortening of one lower limb by a least 5 centimeters</u>	<u>15</u>
<u>Total loss of one big toe</u>	<u>10</u>
<u>Total loss of one toe other than the big toe</u>	<u>3</u>
<u>Loss of one tooth</u>	<u>3</u>

- 1.1 The percentages specified above are the maximum percentages payable for a particular injury and the Court shall award the Employee such compensation (up to such maximum percentages) as the Court considers just and equitable in all the circumstances.
- 1.2 Where the injuries fall within more than one category above the percentages may be aggregated and for the avoidance of doubt may come to more than 100%.
- 1.3 Total loss may be the result of amputation or excision.
- 1.4 Total loss may also consist of a permanent total Disability in the functions of that part of the body or organ resulting in a total loss of use of the relevant part of the body or organ. A medical report must support such finding of total loss.
- 1.5 Compensation may be paid in respect of any partial or less serious Disability or injury to any of the parts of the body or organ mentioned in the above list according to the level of seriousness or the Disability or injury measured as a percentage of loss of use. The percentage of loss of use must be determined by a medical report. Account should be taken of the victim's occupation as regards to the impact the injury will have on his ability to continue working.
- 1.6 Compensation may also be paid in respect of any total or partial or less serious Disability or injury to any of the parts of the body or organ not mentioned in the above list. The percentage rate for a total loss of such part of the body or organ will be

ascertained by taking into consideration the nearest part of the body or organ in the list. A medical report is required as to the partial loss of use of such part of the body or organ.

1.7 100% is the monetary equivalent of 24 months' Basic Wages.