



UNITED ARAB EMIRATES
MINISTRY OF HUMAN RESOURCES
AND EMIRATISATION

A WARM EMIRATI WELCOME TO ALL ARRIVING GUEST WORKERS



We invite
you to learn
our new labour
regulations.

“Thank you for choosing the
United Arab Emirates as your
home away from home...”

...We welcome you to our country and hope you will enjoy the time you spend living and working here.

We recognize and appreciate that you have come to the UAE for the purpose of furthering yourself and to provide a better life for your family and loved ones. We are intent on doing our part to assist you in realizing your hopes and ambitions; this is how we thank you for contributing to the development of our country.

You have in the Ministry of Human Resources and Emiratisation a reliable counsel that will help you throughout your stay in the UAE. You can reach out to us for answers to questions



and inquiries you may have. You can also count on us to make certain that your rights under our laws and regulations are upheld and protected. In the following short pages, we will introduce you to key elements of our labour laws that you should familiarize yourself with as you embark on your journey as our guest and partner.

Let us pledge to ***building the future, together in partnership.***

Mubarak Al Dhahiri

Undersecretary of the
Ministry of Human Resources
and Emiratisation

10 IMPORTANT THINGS FOR YOU TO KNOW



Your employer must pay for your recruitment costs and travel to the UAE



Your employer must pay for your Residency Permit



Keep the receipts for anything you are asked to pay for



You're entitled to keep your personal identification documents with you at all times



No work upon arrival? You are not receiving your wages on time and in full? Report to the Labour Office



You have the right to leave your job at any time but be aware of your contractual obligations



Keep a copy of your signed job offer



Your contract must match your job offer



Keep a copy of your signed contract in a safe place



If you need help, you always have a friend in the Ministry of Human Resources and Emiratisation.
We're here to support you!

GETTING STARTED.

YOUR RECRUITMENT COSTS.

Q1 *What costs should my UAE employer be expected to cover in relation to my employment in the UAE?*

UAE law requires your employer to pay the costs of your recruitment and deployment. These include any fees paid to a private recruitment agency that is accredited by the government of your country, the costs of the issuance of an entry visa and travel to the UAE, and the costs of post arrival processing requirements such as medical tests in the UAE and the issuance of your Residency Permit.

YOUR CONTRACT

AND PERSONAL IDENTIFICATION

Q2 *What should I expect to sign before I start work in the UAE?*

The terms and conditions of your employment should have been made clear to you by your recruiting agent or your employer when you received your written job offer, prior to traveling to the UAE. If you are currently still being processed for travel to the UAE, make sure you are aware of and understand the full terms and conditions of the job offer, including your job title and responsibilities, your salary and allowances, and the detailed conditions of work, before you sign. Ask your recruiter for a copy of the job offer and keep it with you in a safe place. If you have already reported to your employer in the UAE, the employment contract you are asked to sign must contain the exact same terms and conditions as in your original job offer.



If you are asked to sign a contract with different terms and conditions, even if you are advised that the changes are advantageous to you, report immediately to the nearest Labour Office. Contract substitution is illegal and you are entitled to the same terms and conditions you agreed to when you consented to the original job offer.

Q3 *What should I expect from my employer when I arrive in the UAE?*

- Your employer must present you with your employment contract for signature.
- Ask your employer for a copy of your work contract and keep it in a safe place.
- Your employer is responsible for **the processing** your residency permit, at no cost to you.
- Your employer will need your personal identification documents in order to and for the time required to obtain your residency permit.
- Once your residency permit is issued, your employer must return your personal identification documents to you.



You are entitled to keep possession of all of your personal identification documents, once your residency permit is issued.

STARTING WORK

Q4 *How quickly should I start work and what should I do if there is a delay?*

Your employer must enable you to perform your employment tasks upon your arrival. If you are not presented with a work contract within one week of arrival or if you are not enabled to start work immediately following, report to the nearest Labour Office.



Do not accept other employment without first reporting to a Labour Office to avoid being in violation of the law; if your employer fails to present you with a contract or provide you with work, the Labour Office will assist you in finding alternative employment.

Q5 *What is expected of me when I start work?*

You signed an employment contract. This places obligations on you as outlined in your contract and as signed by you. Make sure you understand all of your responsibilities before signing your employment contract as you must perform your specified duties in full in order to be entitled to your contractual benefits such as your salary and allowances.

Your employer is expected to honor his/her obligations under the employment contract, including the payment of wages in full and on time and the provision of work conditions as per the contract and in accordance with UAE labour regulations. Likewise, you are expected to honor your obligations under your employment contract and to perform your duties in good faith.

CONTRACT TERMINATION

AND DISPUTES

Q6 *What if, after I have started work, I wish to terminate my employment?*

In principle, you are expected to remain in the employment of your employer for the duration of your contract, if it is a limited-term contract (e.g. it has an end date). If it is an unlimited-term contract (e.g. it does not have an end date), there are certain steps you need to take to end the contract and these are described in your contract.

However, while you are expected to honor your obligation to work for your employer, you cannot be made to continue in your employment relation against your will. Your employment relation is a contractual relationship. This means that it can be ended by you as it can be by your employer.

The termination of your contract can be by mutual consent, either initiated on one side by you, or on the other side, by your employer. Your contract contains a termination clause that describes the steps that must be followed when both or either party elect to terminate the employment relationship.

Q7 *What if I want to continue working for my employer but my employer does not meet his/her obligations under the employment contract?*

If either party does not meet his/her respective obligations, the other party can initiate termination of the employment contract. Should your employer not deliver on his/her contractual commitments, report to the nearest Labour Office for assistance. Labour officials will help you collect any dues owed to you by your employer and assist you in finding alternative employment if you so desire.

CONTRACT TERMINATION

AND DISPUTES

Q8 *What happens if my Employer finds that I have not met my obligations under employment contract?*

Your employer can terminate your employment if you fail to perform your duties as specified in your employment contract at a time when your employer fully meets his/her obligations towards you. If you believe you have in fact honored your obligations and that termination by your employer is unwarranted, you are encouraged to seek arbitration by the Ministry of Human Resources and Emiratisation; should arbitration fail to resolve your dispute with your employer, you have the right to file a case with the labour court. In the UAE, your right of access to the courts is guaranteed by the UAE constitution.



If you wish to seek other employment once terminated, do not do so without first reporting to a Labour Office to avoid being in violation of the law. Your rights are best protected by coming forward and making your case to the Ministry of Human Resources and Emiratisation.

Q9 *What do I do if I want to terminate my contract with my employer?*

It is important that you follow the required legal steps for terminating your contract. That means, you may not simply leave your employer and seek to work for another one even if your employer is in breach of the contract. Instead, you should report to a Labour Office for assistance. The Labour Office can help you recover any dues that are owed to you and arrange placement in alternative employment if you are eligible to obtain a new work permit.

Your Labour Office will both assist you and protect you.

MOVING

TO A NEW EMPLOYER

Q10 *If my contract is terminated, am I allowed to work for a new employer?*

You are eligible to obtain a new work permit if and when:

- a. You have completed the term of your limited-term contract and choose not to renew it.
- b. You comply with the notice and compensation requirements when terminating a renewed limited-term contract.
- c. You give the appropriate notice to your current employer in case your contract is unlimited, as per its termination clause.
- d. Your employer fails to meet his/her obligations under the employment contract (and it is confirmed by the Ministry of Human Resources and Emiratisation), regardless of the time spent with your employer.
- e. You and your employer mutually consent to terminating your employment contract provided you have completed six months with your employer. This latter "6 month" restriction is waived if you are classified as holding skill levels 1, 2 or 3 as per the Ministry of Human Resources and Emiratisation's classifications. If you do not know your skill level, ask your employer or a labour official at your nearest Labour Office.

You are not eligible to obtain a new work permit if and when:

- a. You initiate termination of your contract prior to having completed the term of your original limited-term contract.
- b. You fail to comply with the notice requirement of your unlimited contract.
- c. You do not comply with the notice and/or compensation requirements when you initiate termination of a renewed limited-term contract.
- d. You demonstrably fail to perform your duties or meet your obligations to your current employer, causing your employment to be terminated.



**IT IS IMPORTANT THAT
YOU KNOW YOUR RIGHTS.
THEY ARE PROTECTED BY
UAE LABOUR LAW AND
REGULATIONS.**

Knowing your rights, as well as your obligations will help ensure that your stay in the Emirates is a successful one.

The summary contained herein provides you with an overview of your basic rights and obligations under your UAE employment contract.

**WE STAND READY TO ASSIST YOU WHENEVER
YOU NEED SUPPORT, SO DO NOT HESITATE
TO REACH OUT TO US.**

Building the future, in partnership together.



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