

# UAE know your rights.

## PROMISED WAGES (INCLUDING DEDUCTIONS AND OVERTIME DETAILS)

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**You have a right** to receive your salary on a working day at the work site in the national currency of the state (Title 3, Article 55).

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**You have a right** to receive your salary at least once every month if you are engaged on a yearly or monthly remuneration. All other employees shall be paid at least once every two weeks (Title 2, Article 56).

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**You have a right** to be paid for any additional hours you work above your regular working hours (i.e. overtime). Overtime must be limited to two hours per day (Title 4, Article 69).

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**You are entitled to** receive normal working hours remuneration together with an additional 25% uplift on top of your daily salary for overtime worked on a normal work day before 9 pm (Title 4, Article 67).

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**You are entitled to** receive a 50% uplift on top of your daily salary for overtime worked on a normal work day between the hours of 9 pm and 4 am (Title 4, Article 68).

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**You are entitled to** receive a 50% uplift on top of your daily salary or a day off in lieu for overtime worked during a Friday (Title 4, Article 70).

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**You are entitled to** receive a 50% uplift on top of your daily salary and a day off in lieu or 150% uplift on top of your daily salary for overtime worked during a public holiday (Title 4, Article 81).

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**You have a right** to receive the wages specified in your contract (Title 3, Article 36).

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Under the Wage Protection System **you have the right** to receive your salary via bank transfer, from a bank or financial institution approved and authorized by the UAE central bank 1 .

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**You have the right** to receive pay slips every month to be used as evidence in the event a dispute arises.

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Wherever deduction from your wage pertaining to repayment of advance payments, is made, your express written consent should be obtained. The deduction may not exceed 10% of your periodic wage (Article 60(a)). Deductions pertaining to social security schemes, saving funds, fines and debts payable in accordance with a court judgement may also be made subject to the limitations set out in Article 60 of the UAE Labour Law.

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## WORK HOURS

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Your working hours should not be more than 8 hours per day and **you have the right** to receive a rest break of at least one hour for every five hours worked at a time. This rest break is not included for the purposes of calculating your total working hours (Title 4, Articles 65 and 66).

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During Ramadan, you cannot work for more than 6 hours per day (Title 4, Article 65)

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Maximum daily hours may be increased to 9 hours per day for employees working in commercial establishments, hotels, restaurants, as watchmen or similar operations, as determined by the Minister of Labour (Title 4, Article 65).

## PASSPORT AND ID

**You have a right** to keep your passport and your travel documents in your personal possession. It is illegal for your employer to retain your passport or ID except when the employer needs them for renewal.

## CONTRACT

You should keep a copy of your employment contract duly signed by you and your employer (Title 3, Article 35).

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The employment contract should, as a minimum, contain the following information (Title 3, Article 36):

- Party names
- Place of work
- Your passport number, address, nationality.
- Job role and salary breakdown, including basic salary and additional allowances and benefits
- The date on which the contract is signed
- Employment commencement date
- Whether the contract is for an unlimited or limited period (and is so the expiry date)

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## REST DAYS, ANNUAL LEAVE AND PUBLIC HOLIDAYS

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Friday is the official weekend for all workers (Title 4, Article 70).

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You are not allowed to work more than 2 Fridays successively (Title 4, Article 71).

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**You are entitled to** 30 calendar days of annual leave on completion of 1 calendar year of service from the date of joining the firm. Following successful completion of the 6 months probationary period and prior to reaching a year of service the annual leave entitlement is two days per month (Title 4, Article 75).

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You cannot lose your annual leave entitlement; you have the right to take it, carry it forward or be paid in lieu (Title 4, Article 78).

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You are allowed to carry over all your accrued but untaken annual leave.

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**You are entitled to** the following paid public holidays (Title 4, Article 74):

- Hijri New Year - 1 day
- Gregorian New Year - 1 day
- Eid - 2 days
- Waqfa day and Eid Al Adha - 3 days
- Prophet Mohammed's birthday - 1 day
- Isra and Miraj or the Ascension Day - 1 day
- Martyr's Day - 1 day
- National Day - 1 day

Additional leave may not be granted where a public holiday coincides with your annual leave.

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You are not allowed to get a day in lieu where a public holiday falls on a rest day.

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Following completion of the probationary period and an additional three months' of service, you are entitled to 90 days sick leave as follows (Title 4, Article 83);

- Full pay for the first 15 days
- Half pay for the subsequent 30 days; and
- No pay for the remaining 45 days
- Female employees are entitled to 45 days of maternity leave with full salary following completion of one year of continuous service. Female employees with less than one year of continuous service are entitled to the same period of maternity leave at half pay (Title 2, Article 30).

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## REST DAYS, ANNUAL LEAVE AND PUBLIC HOLIDAYS

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Following completion of the above maternity leave, female employees suffering from a maternity related illness are entitled up to an additional 100 days of unpaid leave (Title 2, Article 30).

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A working woman nursing her child is entitled to two additional breaks of 30 minutes each to nurse her child for the first 18 months following delivery (Title 2, Article 31).

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Where a labour injury or an occupational disease is sustained whilst in work and you are unable to work, your employer is obliged to continue to pay you throughout the period of treatment or for a period of six months, whichever is shorter. Where treatment lasts longer, the employer is obliged to continue paying you half of your remuneration for a further period of six months or until recovery or death (Title 8, Article 145).

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Muslim employees may be granted 30 days unpaid leave to perform pilgrimage (Haj) once during their employment (Title 4, Article 87).

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## ACCOMMODATION

Physical accommodation or accommodation allowance entitlement is as per your employment contract. Where accommodation is provided, you have a right to a clean and safe living environment.

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Every employer who employs you in remote areas that are not served by public means of transportation must provide you either with adequate means of transportation or suitable accommodation in the remote area (Title 5, Article 101).

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Every employer who employs you in remote areas shall provide you with adequate food, drinking water, first aid means and recreational and sports means (Title 5, Article 101).

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**You have the right** to free accommodation if you are earning less than AED 2000 per month and your employer employs more than 50 employees.

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## ADDITIONAL INFORMATION

You are not restricted to purchase food or goods from certain stores or the products of the owners. You have the right to buy your grocery from anywhere (Title 3, Article 59).

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## ADDITIONAL INFORMATION

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The family of the worker is entitled to receive compensation from the employer in case of employee's death at work following a labour injury or an occupational disease.

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Compensation is set at 24 months of the employee's basic salary, provided that the amount of compensation is not less than AED 18,000 or more than AED 35,000. The amount of compensation is calculated on the basis of the last basic wage received by the employee prior to his death (Title 8, Article 149).

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In addition the employer may also face penal and civil liabilities.

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**You have a right** to receive means of medical care from your employer. In case of any injury at work. The employer must assist you in gaining treatment from a public or private hospital through the medical insurance provided by the company (Title 5, Article 96).

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**You are entitled to** a repatriation ticket to your place of origin upon termination of the employment contract in the event you do not find alternative work in the UAE, or terminated for gross misconduct under Article 120 of the Labour Law (Title 7, Article 131).

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