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Know Your *Rights*

UAE

DOMESTIC WORKER LAW

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Know Your Rights




UAE DOMESTIC WORKER LAW




NOTE: This document sets out some of a domestic workers' rights as outlined in the UAE laws and regulations on domestic work; there are additional rights. You should contact the Ministry of Human Resources and Emiratization (MOHRE) Service Centres or your embassy or consulate with any questions, complaints, and concerns. The MOHRE hotline can be contacted at **046659999**.

These materials have been reviewed by Clyde&Co and are up to date as of September 2023.

ISSUE	YOUR RIGHTS
CONTRACT	→ You must enter into a contract with the employer. → You have the right to request a copy of this contract in a language you understand.  (ARTICLE 7 OF FEDERAL DECREE-LAW NO. 9 OF 2022)
PROBATION PERIOD	→ Your paid probation period cannot last more than 6 months.  (ARTICLE 8 OF FEDERAL DECREE-LAW NO. 9 OF 2022)
RECRUITMENT FEES	→ Your employer or the recruitment office cannot deduct from your monthly salary or demand payment from you for any expense related to your recruitment, including recruitment fees, airfare, medical tests, and visa fees.  (ARTICLE 5 (2) & 11 (13) OF FEDERAL DECREE-LAW NO. 9 OF 2022)

<p>WAGES & DEDUCTIONS</p>	<ul style="list-style-type: none"> → You are entitled to receive the wages you have been promised in your contract. → You are entitled to receive your salary in cash or electronically within 10 days from the period the salary is due. <p> (ARTICLE 15 OF FEDERAL DECREE-LAW NO. 9 OF 2022)</p> <ul style="list-style-type: none"> → Deductions from your wage may be permissible under certain circumstances, such as the repayment of debts as per court judgments and deductions to cover damages caused to tools, machines, or products. However, these deductions should not exceed 25% of your wage. → Deductions require your consent or approval from the Ministry, except in cases involving court judgments. <p> (ARTICLE 16 OF FEDERAL DECREE-LAW NO. 9 OF 2022)</p>
<p>WORKING HOURS <i>Including Overtime</i></p>	<ul style="list-style-type: none"> → Your working hours can not be more than 12 hours a day. <p> (ARTICLE 9 (2) OF FEDERAL DECREE-LAW NO. 9 OF 2022)</p> <ul style="list-style-type: none"> → Overtime pay is not stated in the law, but you may come to an agreement with your employer to work extra hours with overtime payment.
<p>REST & BREAKS</p>	<ul style="list-style-type: none"> → Your total rest period is 12 hours and must include 8 consecutive hours of rest. <p> (ARTICLE 7 OF CABINET RESOLUTION NO. 106 OF 2022)</p>

<p>SICK LEAVE & HEALTH CARE</p>	<ul style="list-style-type: none"> → You have the right to take paid sick leave for a maximum of 30 days per year. During this period, you will receive full pay for the first 15 days and half pay for the following 15 days. The sick leave can be taken continuously or intermittently as needed. → If your behaviour contributed to the illness, no payment will be made during sick leave. → You should provide a medical report from an approved health authority stating that you are in need of this leave. <p> (ARTICLE 10 OF FEDERAL LAW-DECREE NO. 9 OF 2022)</p> <ul style="list-style-type: none"> → Your employer is responsible for paying your medical treatment costs, or, alternatively, providing you with suitable health insurance. <p> (ARTICLE 11 OF FEDERAL DECREE-LAW NO. 9 OF 2022)</p>
<p>ANNUAL LEAVE</p>	<ul style="list-style-type: none"> → You are entitled to 30 days of paid holiday for each year of service. → The 30 days of sick leave should be fully paid before you go on annual leave. <p> (ARTICLE 10 OF FEDERAL DECREE-LAW NO. 9 OF 2022)</p>
<p>TERMINATION OF EMPLOYMENT & CHANGING JOBS</p>	<ul style="list-style-type: none"> → You have the right to terminate your contract if your employer fails to provide you with essential needs such as food, accommodation, medical treatment, and decent treatment that ensures your well-being; or, if you experience verbal or sexual abuse or feel that your life or health is at risk in your workplace.

<p>TERMINATION OF EMPLOYMENT & CHANGING JOBS (continued)</p>	<p>→ You must inform the Ministry within two weeks of the occurrence.</p> <p> (ARTICLE 10 OF CABINET RESOLUTION NO. 106 OF 2022)</p> <p>→ If you were recruited directly by your employer and wish to terminate the contract after a probation period for reasons not attributed to your employer, you will be responsible for covering the cost of your return flight home. However, if you were recruited through a recruitment agency, the agency is responsible for covering your return cost.</p> <p> (ARTICLE 20 (3) OF FEDERAL DECREE-LAW NO. 9 OF 2022)</p>
<p>END OF SERVICE BENEFITS</p>	<p>→ The law does not specify the end-of-service benefits. However, if you have unused leave periods, you are entitled to receive compensation or payment equivalent to those periods, which should be given to you upon the termination of your employment.</p>
<p>YOUR IDENTIFICATION DOCUMENTS</p>	<p>→ Your employer is prohibited from confiscating your passport or your other personal identification documents.</p> <p>→ You have the right to keep your passport or any other travel document in your possession, except when your employer needs it for purposes such as filing for a resident permit or passport renewal.</p> <p> (ARTICLE 11 OF FEDERAL DECREE-LAW NO. 9 OF 2022)</p>

