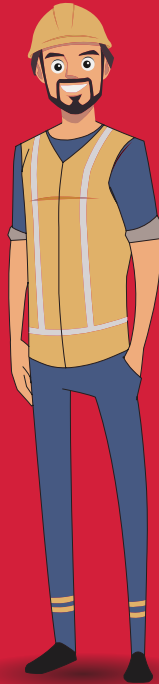




Dear Worker,

Know Your Rights

Welcome to the United Arab Emirates.
We hereby invite you to read the
instructions we provide you with through
this guide for you to become aware of
your rights and duties, upon reiterating
that such privileges are protected by the
Decree Law No. (33) of 2021.



We thank you for choosing
the United Arab Emirates as
the country where you will
work.



As we welcome you to our country as a valuable guest and partner to fostering production and development, we would also like to extend our sincerest wishes for a smooth residence, luck, and success at your job.

This guide provides you with the instructions that shall assist you in knowing your rights and duties stipulated by the Law on the Regulation of Labor Relations and its executive decisions. In fact, your awareness of such rights and duties shall contribute to the establishment and preservation of a healthy, transparent, and balanced relationship between you and the employer with whom you have agreed upon concluding a contract.

Moreover, based upon our obligation to protect your rights granted pursuant to the employment contract concluded between you and the employer, we also provide you with many channels for communicating with us and filing inquiries and companies.

Ministry of Human Resources and Emiratization



7

Important Points You Should be Aware of



The costs of recruitment and travel as well as the expenses for obtaining your residency permit in the United Arab Emirates shall be borne by the employer with whom you have agreed upon concluding a contract.



You are expected to sign your employment contract after arriving to the United Arab Emirates.



The terms and provisions of your employment contract shall be consistent with the job offer you have signed in your country.





You are expected to maintain a copy of the job offer you have signed.



You are expected to contact us promptly if the employer did not provide you with the agreed-upon job opportunity or in case you did not receive your salary in full and on time.



You are entitled to leave your job at any time. However, you shall be fully aware of your legal obligations.



You are expected to maintain your identification documents in a secure place.



Instructions

Pre-Arrival to the United Arab Emirates



Q1

What are the financial costs which shall be borne by the employer with whom you have agreed upon concluding a contract?

The Law on the Regulation of Labor Relations in the United Arab Emirates binds the employer to settle the costs of your recruitment and hiring. These expenses include any fees settled to the private recruitment agency accredited by the Government of your country, as well as the costs of issuing your entry visa and travel to the United Arab Emirates, and the costs of the post-arrival procedures, such as medical tests and issuing your residency permit.



Q 2

What is expected from me before arrival to the United Arab Emirates for working for the employer with whom you have agreed upon concluding a contract?

Your recruitment agent or the employer with whom you have agreed upon concluding a contract shall have already explained the terms and provisions of your employment upon receiving your written job offer before travelling to the United Arab Emirates. You are also expected to be fully aware of the terms and provisions stipulated under the job offer, including your job description, title, responsibilities, salary, benefits, and detailed work conditions and that, prior to signing such a job offer. Moreover, you are expected to review the detailed annex to the job offer where such annex contributes to your awareness in terms of your rights and duties set forth under the Law on the Regulation of Labor Relations in force in the United Arab Emirates and its executive decisions. Hence, you shall request obtaining a copy of the job offer from the employer and expected to maintain it in a secure place.



Instructions

Post-Arrival to the United Arab Emirates



Q3

What is expected from me for completing the contracting procedures upon arrival to the United Arab Emirates?

- The employer with whom you have agreed upon concluding a contract shall provide sign your employment contract and provide you with it within no more than one week as of your arrival to the United Arab Emirates.

You can review and obtain a copy of your employment contract, upon its signature, from the website of the Ministry or upon visiting one of the Tawjeeh centers, where you shall maintain a copy thereof in a safe place.

- The employer with whom you have agreed upon concluding a contract shall be responsible for carrying out the procedures for obtaining your residency permit, without having you bear any expenses in this respect.
- The employer will need to obtain your identification documents as to receive your residency permit, whereby such documentation shall be kept with him for the duration needed for obtaining this permit.
- Upon issuing your residency permit, the employer shall return your identification documents to you.



In case the employer requested you to sign a contract stipulating terms and provisions which are different from those listed under the job offer, refuse signing such contract and notify the Ministry of Human Resources and Emiratization in this respect, regardless of whether the employer has confirmed that such changes would be beneficial to you, since the replacement of the contractual terms and conditions is illegal, whereby you are entitled to benefit from the same terms and provisions you have consented to upon agreeing on the original job offer.

Q 4

In case the employer did not assign any task for me during the promulgated period and did not enroll me into his team, what are the procedures I shall carry out?

- The employer shall enable you to carry out your work tasks upon your arrival. In the event, he did not provide you with an employment contract within a week as of your arrival, and in case you were not enabled to be working promptly upon your arrival, you shall notify the nearest office of the Ministry of Human Resources and Emiratization in this respect, whereby we will provide you with the necessary support.
- Salary shall be settled in return for carrying out the agreed upon work, whereby the employer shall enable you to perform such work.
- The employer shall not assign any task other than the tasks agreed upon under the employment contract, whereby such assignment shall be subject to the written agreement of the worker.
- In case carrying out a task other than the agreed upon work was required, the employer shall bear all the financial costs emanating thereof, including the costs of transportation and accommodation of the worker.



Instructions

Job Practice Instructions



Q5

What is expected from me upon beginning to work?

Since you have signed your employment contract, you shall be bound to the following:

- Carry out your tasks by yourself, pursuant to the guidance of the employer or his representative, under his guidance, and in accordance with the contractual provisions. Failing to do so would lead to assigning the tasks of any worker to another person.
- Abide by good ethics and conducts while working;
- Preserve the production means and work tools that were entrusted to you.
- Preserve the confidentiality of the information and data that has been made available to you as part of your work, and abstain from disclosing work secrets.
- Abstain from maintaining with you any original documents or hard or soft copies of documentation related to work secrets without obtaining the authorization of the employer or his representation in this respect.



- Implement the occupational safety and health-related instructions adopted at the enterprise, pursuant to the legislations or the work regulations and its instructions in force.
- Working during the adopted business days and working hours set forth under the contract.
- Abstain from working for other parties without obtaining a permit in this respect.
- Vacate the accommodation provided to you by the employer within no more than thirty (30) days as of the end of service date. However, you may remain at your residence upon the expiry of the aforementioned period, upon bearing the costs thereof, or pursuant to what has been agreed upon in writing with the employer.

Discrimination based upon ethnicity, color, gender, religion, national origin, social origin, or disability among individuals is prohibited, as it impacts and weakens equality in terms of opportunities and access thereto, namely when it comes to obtaining a job, continuing to work, and enjoying the rights appertaining thereto. Moreover, discrimination is prohibited among positions sharing the same job descriptions and tasks.



Instructions

for the Case of Contract Termination or Disputes



The employer shall not resort to any mean for forcing you or threatening you with imposing any sanction for you to continue working for him or for forcing you to carry out a work or provide services against your will, as such relation is a contractual one, which means that you or the employer are entitled to terminate it. Your employment contract sets forth the steps which shall be followed when either party or both parties serve a notice of termination of the labor relation, whereby it is important to abide by the legal steps for terminating the contract, as you are not entitled, in any case, to quit working for the employer without abiding by the stipulated steps, nor seek working for another employer.



Q6

What would happen if I would like to continue working for the employer, but he does not fulfill his contractual obligations?

In case either party failed to fulfill its contractual obligations, the other party may terminate the employment contract. Hence, in case the employer failed to meet his contractual obligations, you are expected to notify the Ministry of Human Resources and Emiratization as to obtain help in this regard. In this case, we are ready to support you in terms of obtaining your rights and financial entitlements and assist you at finding an alternative job, if you wanted to, pursuant to the regulations and terms stipulated by law.

Q7

What would happen if my employer considered that I did not fulfill my contractual obligations?

The employer can terminate the labor relation between you in case you have failed to perform your tasks and duties set forth under the contract, while the employer fulfills his obligations toward you in full. However, in case you believe that you have actually fulfilled your obligations and that the termination of the labor relation by the employer is illegal, we invite you to refer to the Ministry of Human Resources and Emiratization through its available channels, as to file a labor complaint. In the failure of a settlement of your dispute with the employer, you shall be entitled to file a lawsuit before the Labor Court in the United Arab Emirates, as your right to refer to the Courts is guaranteed by the Emirati Constitution.



The employment contract shall be terminated in any of the following cases:

1. The written agreement between both parties in terms of termination;
2. The expiry of the term set under the contract, unless renewed or extended;
3. Pursuant to the desire of either party, given such termination complies with the provisions stipulated under the Decree Law as well as the notice period agreed-upon under the contract;
4. The death of the employer in case employment has been related to his persona;
5. The death of the worker or his permanent or temporary disability, pursuant to a certificate issued by the medical authority;
6. The pronouncement of a final ruling against the worker, whereby he shall become sanctioned to a sentence restricting his freedom whereby the sentence duration is of no less than three (3) months;
7. The final closure of the enterprise, pursuant to the legislations in force in the country;
8. The bankruptcy or insolvency of the employer, or any other economic or exception grounds which would hinder the continuity of the project;
9. The failure of the worker to meet the conditions for renewing the work permit for any reason falling beyond the control of the employer.



Q 8

Am I entitled to work for a new employer?

You are entitled to obtain a new work permit in the following cases:

- You shall have completed your set contractual term and elect the non-renewal of the contract.
- You shall have served the employer with a termination notice and abided by the agreed-upon notice period.
- In case the employer did not fulfill his contractual obligations, whereby you would have notified the Ministry of Human Resources and Emiratization in this respect within no more than fourteen (14) days prior to the date you have set for quitting, given the employer did not address the repercussions of such breach although he has been notified of it by the Ministry.
- In case you have agreed with the employer to terminate the contract in writing.
- In case you wanted to terminate the employment contract and work for a new employer during the probation period, you shall notify the original employer in this respect within no less than one month prior to the date set for termination, whereby the new employer shall indemnify the original employer for the costs of recruitment or contracting, unless it has been agreed upon otherwise.



You shall not be
entitled to obtain a new work
permit in the following cases:



- Where the contract will be terminated during the probation period without abiding by the agreed-upon notice period or the indemnification thereof;
- Where you have failed to abide by the notice requirements and/or the indemnification of the employer upon terminating the contract; and
- Where you have interrupted working for an illegal reason prior to the end of the contractual term.



It is important that you know your rights, whereby we ensure you that your rights are protected by the Labor Law and its executive decisions.

Being aware of your rights and obligations will assist us in ensuring your work residency in the United Arab Emirates is a success.

We are ready to assist you whenever needed. Hence, do not hesitate to contact us.



For more information on the
Labor Law, scan this code
through your smartphone
camera.



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