



Executive Regulations Of Human Resources Law in the Federal Government

**Cabinet Resolution No. (1) Of 2018
Concerning the Executive Regulations of Human Resources Law
in the Federal Government**

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هيئة اتحادية | Federal Authority



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Cabinet Resolution No (1) For 2018

On the Executive Regulations of Federal Law by Decree No (11) for 2008 Regarding Federal Government Human Resources, as amended

The Cabinet,

Having reviewed the Constitution;

- And Federal Law No. (1) of 1972 Concerning the mandates of ministries and powers of ministers and amending laws thereof;
- And Federal Law No. (7) of 1999 on Issuing the Pensions and Social Security Law and amendments thereof;
- And Federal Law by Decree No. (11) of 2008 on Human Resources in the Federal Government and Amendments thereof;
- And Federal Law No. (8) of 2011 on the reorganization of the State Audit Institution;
- And Federal Law by Decree No. (11) of 2008 Concerning Rules for Preparation of General Budget and Final Accounts;
- And Federal Law No. (6) of 2014 on National and Reserve Service and Amendments thereof;
- And Cabinet Resolution No. (13) of 2012 on the Executive Regulations of Federal Law No.11 of 2008 Concerning Human Resources in the Federal Government;
- And Cabinet Resolution No. (15) of 2013 on Human Resources List for independent Federal authorities;
- And based on what was presented by the Chairman of Federal Authority for Government Human Resources, and approval of the Cabinet;

Decides as follows:

CHAPTER ONE

Definitions

Article (1)

In application of the provisions of this Resolution, the following terms and expressions shall have the meanings set out for each term hereunder, unless otherwise stated or implied by the context:

State	: United Arab Emirates
Government	: Government of United Arab Emirates
Cabinet	: Cabinet of United Arab Emirates
Federal Entity	: Any ministry established under the Federal Law No. (10) of 1972 concerning the mandates of the Ministries and powers of the Ministers and the laws amending thereof, or any other authority, corporation, or Federal organizational unit of the Federal Government
Chairman of Federal Entity	: The Minister, Board of Directors Chairman, CEO of the entity or equivalent
Authority	: The Federal Authority for Government Human Resources
Budget	: General Budget of the Government
Decree Law	: Federal Law by Decree No (11) of 2008 on Human Resources in the Federal Government and Amendments thereof
Chairman of the Authority	: Chairman of the Federal Authority for Government Human Resources
Competent Authority	: Authority entrusted with powers to appoint
Employment Offer	: An employer's acceptance in principle to employ a candidate

Employee	: Any person who occupies a budgeted job
Employees' Budget	: Budget approved for prescribed posts, grades and benefits of employees
Basic Salary	: An employee's initial rate of compensation prescribed for a grade, and any increases thereof
Total salary	: An employee's Basic Salary in addition to bonuses and allowance
Grades and salary Scale	: Approved scale for Federal Government's grades and salary ranges as issued by the Cabinet
HR Department	: The administrative unit responsible for human resources in a Ministry or Federal Entity
Year	: Calendar Year
Month	: A unit of time amounting to 30 days
Working Day	: Official working day as determined by a Resolution issued by the Cabinet
Violations Committee	: A committee formed in each Federal Entity to consider employees' workplace violations
Medical Committee	: The medical committee formed vide a decision issued by the Ministry of Health & Prevention
Medical Facility	: Public hospitals and medical centers, Federal and local; and private medical facilities approved by the Ministry of Health and Prevention or local health authorities.
Organizational Unit	: Division of functions in Federal entities' Organizational Structure

- Matrix of Powers and Responsibilities : The matrix issued by Chairman of the Federal Entity identifying employees entrusted with exercising the powers that may be delegated in accordance with the Decree Law, the Executive Regulations thereof and implementing decisions.
- Federal Committee for Job Evaluation and Description : A Committee formed by decision of the Chairman of the Authority based on Job Evaluation and Description System issued by a Cabinet Resolution and includes representatives of some Federal entities.
- Employment Contract : The written legal document that organizes employment relationship between an employee and any Federal Entity as per contract templates annexed hereto

Article (2)

Applicability

The provisions of this Resolution shall apply to civil servants in Federal Entities, including those whose establishing enactments provided for independent human resources regulations, except those employees working for Federal entities which are excluded by a Cabinet Resolution.

Article (3)

HR Department

The HR department shall implement the strategic objectives and initiatives related to human resources within the strategic plan of the ministry and Federal Entity related to the Government Strategy. It is also responsible for the implementation and application of the provisions stipulated in the Decree Law and this Resolution. The concerned organizational units in each Federal Entity shall refer to the HR department in all human resource-related issues. The HR department shall refer to the Authority in matters hindering the implementation of this Decree Law and this Resolution or any other implementing regulations or decisions.

Article (4)

The concerned organizational units in a Federal Entity shall abide by the principles and policies stipulated in the Decree Law and this Resolution, as per the HR procedures in the Federal Government and electronic & digital systems thereof. They shall also ensure applying the same to employees in a fair and equitable manner, in order to create a work environment conducive of improved performance.

Article (5)

The Chairman of the Federal Entity shall issue a Matrix of powers and responsibilities pertaining to this Resolution.

CHAPTER TWO

HR Planning

Organizational Structure and Job Descriptions

Article (6)

1. Each Federal Entity shall set up its own organizational structure in line with its functions and requirements and submit the same to the Cabinet for approval.
2. Any amendment to the organizational structure at departmental level and above shall be adopted by the Cabinet, while any approval below this level shall be made by the Chairman of the Federal Entity, as per the related Cabinet Resolutions.

Article (7)

Employees' Budget

A Federal Entity shall design jobs required by all organizational units across its organizational structure, in a proper and effective manner that reflects its goals and main role, so as to ensure that these jobs cover all tasks assigned to the Federal Entity, avoiding any overlap or conflict between these jobs, as per the provisions of Job Evaluation and Description System adopted by the Federal Government, as well as approved HR systems and guidelines, and manpower planning.

Article (8)

Each Federal Entity shall have, as part of its general budget, an annual employees' budget comparable to its approved organizational structure, according to manpower planning and related HR financial systems and manuals.

Article (9)

The Chairman of the Federal Entity or his delegate may amend financial allocations of vacant posts in the approved HR budget, as long as they are within the budget allocations, and in compliance with the financial rules in force, provided that such amendments shall not constitute any additional financial burden on the approved budget of the Federal Entity or on funds allocated to human resources, and as per the provisions of Decree Law No (8) of 2011 referred to.

Article (10)

Types of Employment

First: Vacant posts in each Federal Entity shall be filled by any of the following employment types:

1. Full-time
2. Part-time
3. Temporary
4. Special Contract

Second: The Federal Entity may appoint experts and advisers to work for it, as per the controls contained in this Resolution.

Article (11)

Full-time Contract

A Contract under which the employee works the full working hours throughout the prescribed working days, in accordance with the rules defined herein. A full-time employee is entitled to receive a full salary and benefits of the post he occupies.

Article (12)

Part-time Contract

1. A Contract under which the national employee works a limited number of the total hours or days prescribed herein for full-time work. A part-time employee receives salary and benefits prescribed for his job, comparable to the hours and days he works.

2. An employee may be appointed on part-time contract with a monthly lump sum salary commensurate with the degree of the vacant post, Provided that:
 - a) The daily working hours will be determined within no less than 14 hours and no more than 28 hours per week, or
 - b) Or Working days on weekly basis will be determined at a minimum of two days per week.
 - c) The part-time working hours are performed during a normal working day, and part-time work timings will be determined according to the work conditions, nature and requirements.

Article (13)

Part-time Employment Rules

Appointment on part-time contracts is made according to the following conditions:

1. Availability of a vacancy. However, more than one employee may be appointed in the same post within the approved budget.
2. Appointment will be made at a total monthly salary to be determined on the basis of the total salary prescribed for the employee upon his appointment, with the assumption that he is full-time, divided by the number of normal monthly working hours, and multiplied by the actual number of hours worked by the employee during the month.
3. A part-time contract employee is entitled to the periodic allowance prescribed for his position in proportion to the working hours specified for him.
4. A part-time contract employee is entitled to annual leaves prescribed for his position, calculated pro rata on the basis of total working hours after converting them to days, divided by number of days in a year (240 days) and multiplied by leaves entitled to the employee, at a minimum of five working days per year for annual leaves, provided that in calculating these entitled leaves, part of the day is considered full day and according to the following:
 - a. The percentage equals the ratio of a part-time employee's work to that of full-time employee

- b. Official working hours total 7 hours per day
 - c. Working days per year total 240 days
 - d. Working hours for a full-time employee total 1680 hours per year
 - e. Working hours for a part-time employee are the overall working hours the employee is contracted to perform, at 14 hours minimum and 28 hours maximum per week.
 - f. The ratio is calculated on the basis of the number of hours worked by a part-time employee per year divided by 1680, multiplied by 100.
- 5. A national employee appointed on a part-time contract may be granted a special reward according to the Rewards and Incentives System of the Federal Government.
 - 6. A part-time employment contract may be converted to full-time and vice versa, at the employee's request, provided that such conversion is made to the same position and grade, and subject to availability of funds for such position.
 - 7. An employee appointed on a part-time contract may be promoted or transferred as per the HR Law, Performance Management System and this Regulation.
 - 8. No employee shall perform part-time work in more than one entity.

Article (14)

Temporary Contract

- 1. Temporary employment is an employment in which the employee works the full number of hours throughout the working days, in accordance with the rules defined herein,
- 2. A Federal Entity may appoint employees on temporary contracts under the following conditions:
 - a) Availability of financial allocation within the government entity's budget.
 - b) Appointment shall be made on a temporary contract for a period not exceeding three months, renewable for a similar term.
 - c) The employee shall receive a monthly lump sum salary commensurate with his position, excluding any financial benefits assigned to full-time employees.

In all cases, the monthly lump sum salary shall not exceed the salary ceiling prescribed for the position he occupies

- d) An employee appointed on temporary contract shall be entitled to the following leaves:
 - i. Compassionate leave with pay, as per this Resolution.
 - ii. Sick leave with pay, based on a certified medical report from a competent medical facility for a period not exceeding five consecutive or separate working days. Any leave in excess of this period shall be without pay.
 - iii. Leave without pay for a period of five successive or interrupted days.
 - iv. Compassionate leave and sick leave are to be taken during the same contractual period
- 3. The contract shall terminate in cases specified in the temporary contract document, according to the form annexed hereto.
- 4. A non-national employee shall have a valid residence permit, in a manner that does not conflict with Laws in force.

Article (15)

An employee may be appointed, at the end of his temporary contract, in a permanent position commensurate with his qualifications, experience, and competencies provided his contractual status is adjusted so that the temporary contract period shall be reckoned towards the employee's continuous period of service for which he is entitled to gratuity and retirement benefits, and on the condition that there is no break between temporary appointment and appointment on a permanent job as per the provisions of the Decree Law.

Article (16)

Appointment on Special Contract

The Chairman of the Federal Entity may appoint any distinguished expert required by the Federal Entity on a special contract in any of the vacant senior positions available (Grade 2 & above) under the following conditions:

- 1. Availability of such senior positions.

2. The contract shall have a term of two years, extendable for similar terms.
3. The candidate shall have one of the qualifications and experiences set forth in the Job Evaluation and Description System.
4. The qualification and experience must be relevant to the required post.
5. The Chairman of the Federal Entity shall approve all professional and financial benefits granted to special contract employees, as deemed fit by his entity and within the approved budget, provided that the entitlements do not exceed the maximum limit for special contracts as determined by the Authority, in coordination with the Ministry of Finance and the approval of the Cabinet.

Article (17)

Mechanism and controls for appointment of Experts and Consultants

The Chairman of the Federal Entity may appoint any person with scarce or distinguished expertise needed by the entity, on experts and consultants contract, as per the HR procedures in the Federal Government, the electronic & digital systems thereof, and under the following conditions:

1. The contract shall have a term of two years, extendable for similar terms.
2. The contracted employees must have the qualifications and experience required to perform the tasks and duties to be accomplished.
3. Availability of sufficient allocation.
4. The incumbent shall receive a monthly lump sum salary including allowances and other financial benefits agreed upon, to be paid from the funds allocated to the Federal Entity in the Budget, provided that the payment does not exceed the limit prescribed for experts and consultants contract.
5. Experts and consultants are entitled to the following leaves:
 - a) Annual leave of up to (22) paid working days.
 - b) Leave without pay for a maximum of five working days per year

- c) Sick leave for a maximum of seven consecutive or separate working days
 - d) Compassionate leave
 - e) Maternity leave (45 days)
6. The Federal Entity shall contract experts and consultants according to the form annexed hereto

Article (18)

General Provisions

1. The employment contract shall be signed following the issuance of the appointment decision of by the competent authority as per the HR procedures in the Federal Government and electronic & digital systems thereof, and subject to the following conditions:
 - a) The employee shall successfully complete all medical examinations and tests.
 - b) The employee shall submit original academic qualifications or true copies thereof, duly authenticated and equalised by the competent authority in the UAE, along with authenticated work experience certificates
2. The employee shall assume job duties within two months from the date of signing the employment offer or as specified by the Federal Entity. The period may be extended for a similar term.
3. The national employee shall be appointed on a three-year contract, renewable for other similar terms, except those on temporary or special contracts.
4. All types of contracts shall be subject to the provisions of the Decree Law and this Resolution and also to the Performance Management System and other related systems and provisions contained in contract forms annexed hereto.
5. The signing of contracts shall be in accordance with the mechanism identified in the Authority.
6. Military or civil retirees shall be appointed in the Federal Government according to rules and laws governing this matter.

: Article (19)

Appointment:

Search & Selection

1. A Federal Entity shall seek to select and appoint the most qualified candidates to fill the vacant posts, adhering to the standards of excellence, efficiency, fairness and impartiality throughout the search and selection stages.
2. The HR department in the Federal Entity shall search for the best candidates to fill their vacant posts in the following manner:
 - a) Nominees within the Federal Entity:

Where a qualified candidate is available to fill the vacancy within the Federal Entity by transfer or promotion, the HR department at that entity shall communicate with the department of the nominated candidate and the department requesting the employee. Upon agreement, the transfer or the promotion will be finalized as per the provisions and procedures established in this regard.
 - b) Nominees outside the Federal Entity:

In the absence of suitable candidates for the vacant post from within the Federal Entity or non-availability of candidates who fulfil the transfer or promotion criteria, the HR department at that entity shall try to find suitable candidates using outside sources.

Article (20)

Interview

1. No appointment shall be made without conducting an interview with nominated candidates by the concerned department, and a candidate may not be summoned from abroad without being interviewed over the phone.
2. In certain exceptional cases, the interview may be conducted via the internet, taking all necessary precautions to guarantee credibility of the results. Arrangements may also be made to conduct remote interviews with carefully selected candidates or through internationally recognized employment agencies.
3. The Federal Entity may conduct any tests or take any procedures towards the candidate evaluation process in accordance with the regulations and guidelines issued by the Authority.

4. The candidate that is best suited for the position in terms of qualifications and personal and professional qualities according to Job Evaluation & Description System shall be selected.
5. The HR department shall provide the selected candidate, during the final interview session, with general information about the Federal Entity as per the procedures contained in the guide to orientation program for new employees in the federal government and related regulations.
6. The Federal Entity may provide a candidate selected from abroad, with a travel ticket, in addition to accommodation expenses for up to 3 days.

Article (21)

Attraction, Selection & Employment

The HR Department in the Federal Entity is responsible for managing and coordinating employment process to fill vacancies and provide technical assistance, advice and assistance to the concerned departments and sections in order to meet their needs by selecting most suitable candidates, according to the HR and procedures in the Federal Government, and electronic & digital systems thereof.

Article (22)

General Conditions of Appointment

Without prejudice to any conditions and requirements regarding appointment and the need that the candidate must submit the necessary supporting documents to this effect, to meet the requirements of the public post, the candidates must:

1. Be of good conduct and reputation;
2. Be at least 18 years of age;
3. Possess the required qualifications and work experience certificates, duly authenticated and equalised by the competent authority in UAE.
4. Successfully pass all tests and interviews relevant to the post;
5. Be physically fit to perform the duties of his job, according to a report by the official medical authority.

6. Not have been convicted of a custodial penalty in a crime or felony involving breach of honour or honesty, unless pardoned or rehabilitated based on a Criminal Record Search Certificate by the competent authority.
7. Not have been dismissed from the previous position for grave workplace violations, or due to being finally convicted by a competent court of a crime.
8. Not have filed a lawsuit against his entity unless a final judgment has been issued in that case.

Article (23)

Competent Appointing Authority

Appointing authority to the positions shown hereunder shall be as follows:

1. Undersecretary and Executive Director in the Federal Entities: by a Federal Decree upon approval of the Cabinet.
2. Assistant Undersecretary and Executive Director in Federal Entities: by Cabinet Resolution. Appointment contracts of these posts shall be endorsed by the competent Chairman of the Federal Entity in accordance with employment contract forms annexed hereto.
3. Employment contracts for the remaining posts shall be authorized according to the Matrix of powers and responsibilities approved by Chairman of the Federal Entity, and employment contract forms annexed hereto.

Article (24)

Salary on Appointment

1. Position grades in the Federal Government shall be determined in accordance with the mechanism set forth in job evaluation & Description System issued by a Council of Ministers' Resolution.
2. An employee shall be granted, upon appointment, the basic salary equivalent to the starting range of his grade, according to the approved grades & salary scale, and shall be entitled to receive his salary as of the date he actually commences work.

3. The employer may grant an employee appointed on full-time basis, and whose period of experience exceeds his job requirements, (5%) percent of the basic salary of the post he occupies for each year of experience, to be added to the starting salary range to a maximum of (50%) percent, provided the additional experience is relevant to the job and availability of finance.

Article (25)

Probationary Period

1. Except for the posts of Undersecretary and Executive Director in independent authorities, an employee appointed for the first time is subject to a six-month probationary period, extendable for three months.
2. The line manager shall closely monitor the performance and conduct of the employee during the probation period, according to HR procedures in the Federal Government and electronic systems thereof and provide him/her with assistance and advice to improve the performance and attitude. Prior to the end of probation period and based on the assessment outcome, the supervisor shall either recommend appointing the employee permanently in his position or terminating his service if he proves to be unfit for the job.
3. The appointing authority may terminate an employee's service during the probation period if he proves to be incapable of fulfilling the normal requirements of the job, or due to unsatisfactory performance, after giving 5 - working days' notice.
4. An employee may resign his job during the probation period by giving 5 working days' notice to the employer through the immediate supervisor.
5. The entitlements of an employee who is terminated on grounds of unfitness for the job during probation shall be calculated as follows:
 - a- The total payable salary up to the end of the last day worked
 - b- Travel ticket allowance for the employee and his dependant family members leaving the country, if it is provided for in the employment contract.
6. The probationary period of an employee shall be extended in proportion to any leave granted to him while on probation.

Article (26)**The Legal Oath**

An employee shall give, prior to starting his work, the Legal Oath as set forth in the Decree Law and undertake to read the Federal Government employees' code of ethics and professional conduct document for civil servants and sign a copy thereof.

CHAPTER THREE
Bonuses and Allowances**Grades & Salary Scale****Article (27)**

1. Grades & Salary Scales of federal entities shall be endorsed by the Cabinet upon the proposal of the Authority and in coordination with the Ministry of Finance and based on the following principles:
 - a- Each job shall be assigned a grade relevant to it.
 - b- Job Evaluation and Description shall be conducted according to a system issued by a Cabinet Resolution, at the recommendation of the Authority.
 - c- Approval of the total salary.
 - d- Equal pay for males and females
2. The federal entities shall abide by the applicable salary scale as endorsed by the Cabinet, without making any exceptions or amendments, or adding new allowances or bonuses or annual financial grants, unless approved by the Cabinet.
3. Grades and salaries scales shall continue to be valid before the provisions of Decree Law enter into force, unless amended by the Cabinet.

Article (28)

Minimum Salary Limit for National Employees

The minimum salaries of UAE national employees shall be determined by a Cabinet Resolution and reviewed as required.

Article (29)

Updating Grades and Salary Scale

The Grades and Salary Scale shall be updated according to a Cabinet Resolution on a recommendation of the Authority, based on a number of factors, including:

1. Current market rates;
2. Inflation rates;
3. Any other related factors.

Article (30)

1. A national employee holding a Master's Degree or equivalent or a PhD or equivalent is entitled to a monthly allowance as follows:
 - Master's Degree AED 1000

- PhD AED 2000

2. Entitlement to this allowance shall be conditional on relevance of the qualification obtained to the nature of employee's job, without prejudice to any rights acquired prior to implementation of this Resolution.
3. This allowance shall be granted to entitled employees regardless of whether or not the qualification attained constitutes a requirement for occupying the job.

Article (31)

Technical Allowance for National Engineers and Technicians

1. Nationals performing engineering, technical and agricultural jobs shall be granted a technical allowance according to percentages shown in the table set out in Annex (4) of this Resolution.
2. The technical allowance shall be granted on the following conditions:
 - a) The employee must have a university degree or equivalent or post- Secondary diploma or equivalent in his area of specialty to take up engineering and assistance engineering jobs or technical (geology/IT) or agricultural and assistant agricultural jobs.
 - b) The employee must be performing a job as engineer, assistant engineer, technician, or as an agricultural or assistant agricultural engineer in his entity. The employee shall continue receiving the allowance in case he assumes a supervisory role related to these technical positions
 - c) He must not be occupying a post of undersecretary or assistant undersecretary.
 - d) National and non-national employees in IT jobs who hold Secondary Certificates shall continue to receive their technical allowance granted to them previously according to relevant rules.

Article (32)

1. The Technical Allowance and qualification (master's and Ph.D.) allowance set forth in Articles (30) and (31) herein, shall be granted to the national employees who are subject to Grades and Salary

Scale approved by the Cabinet Resolution No. (23) Of 2012, and any subsequent amendments thereto.

2. Subject to Article (35) of this Resolution, the approved Grades and Salary Scale shall continue to be valid before the provisions of Decree Law enter into force, unless amended by the Cabinet.

Article (33)

Mechanism for adding new posts to Technical allowance entitlement

First: Mechanism for adding new jobs to technical allowance entitlement

The Federal Committee for Job Evaluation & Description set up by the Authority undertakes the responsibility of classifying and identifying job categories eligible for technical allowance in coordination with the federal entities.

Second: Mechanism for identifying and classifying new jobs for which the technical allowance shall be paid:

1. A Federal Entity wishing to add new jobs to technical allowance entitlement must submit a case study to the Authority on jobs proposed to be added, and including the following points:
 - a) Job description for each proposed job.
 - b) Importance of the job compared to similar ones and at the same level in other departments and sections
 - c) A comparison of salaries and wages in the labor market for jobs to be classified as technical
 - d) Expected cost with estimated number of employees who occupy these jobs in the concerned entity and other federal entities with the same type of jobs.
 - e) A statement on competing parties that attract talents in the same job category recommended for technical allowance, supported by statistics.
 - f) Employee turnover rates and time required to attract incumbents targeted by the allowance, supported by statistics
2. The Federal Committee for Job Evaluation & Description shall submit its recommendations to the Cabinet on jobs entitled to the technical allowance, along with the cost for endorsement.

Article (34)**Retirement of Nationals**

1. A national employee shall be enrolled in the Pension Scheme of the General Pension and Social Security Authority
2. Monthly contributions shall be deducted from the salary of an employee who is member of the Pension Scheme and be remitted to the General Pension and Social Security Authority as per the legislation issued in this regard.

Article (35)**Periodic Allowance**

An employee shall be entitled to a periodic annual allowance as a lump sum amount included in the Grade and Salary Scale. The Allowance, which shall not exceed AED 1000, is added to the employee's basic salary on the basis of his performance appraisal outcome during the year as per the Performance Management System and shall be paid on January 1st of subsequent year, or after a minimum of one year from the date of his appointment.

CHAPTER FOUR**Transfer, Delegation and Secondment****Article (36)****Transfer**

An employee may be transferred to any Federal Government authority and corporations or to any government entities or authorities in one of the UAE emirates, provided that such transfer does not affect the employee's

grade and total salary, except for allowances and bonuses related to the job, and as per HR procedures in the Federal Government and electronic systems thereof, and under the following conditions:

1. The transferred employee must meet the requirements of the position to which he is transferred.
2. The transfer should not affect the seniority of the transferred employee, and his service shall be deemed continuous.
3. A transferred employee shall retain all his dues and annual leave accruals acquired in the original entity.
4. The Federal Entity to which the employee is transferred shall bear any costs incurred as a result of the transfer, including any variation in instalments of contribution to the Pension Scheme of General Pension and Social Security Authority.
5. An employee's transfer outside the Federal Entity shall require the agreement of both borrowing and loaning entities.
6. An employee may be transferred to a position that suits his medical conditions, based on a report by the medical committee, and as per the transfer rules stipulated herein.
7. A loaned employee shall not be transferred during the loan period.
8. An employee may be transferred to a higher vacant post in the loaning entity, provided he meets the requirements of such post as per the provisions of the Decree Law, this Resolution, Job Evaluation and Description System, and in compliance with promotion rules.
9. An employee on probation shall not be transferred outside the ministry or Federal Entity during the probationary period.
10. An employee may be transferred to another Federal Entity with his job grade and financial entitlements. However, where an employee is transferred during the fiscal year, he shall continue to receive his salary and financial benefits from the entity he is transferred to, deducted from the original entity's budget for the fiscal year following the year of transfer.
11. An employee may be transferred within the Federal Entity depending upon the requirements of business interest.
12. The transfer of an employee shall not result in a decrease in his gross salary unless he agrees in writing.

13. Without prejudice to the provisions of item (12) of this Article, the transfer shall not negatively affect an employee's acquired rights

Article (37)

Authority of transfer

Authority of transfer shall be as follows:

1. The posts of Undersecretary or Director General, or Assistant Undersecretary or Executive Director, or equivalent: a decision is made by the Chairman of the Federal Entity, where the transfer is within the entity, and a decision is made by the competent authority in case of transfer outside the entity.
2. All other positions: According to the Matrix of powers and responsibilities in case of transfer within the Federal Entity, and with the approval of both the borrowing and loaning entities in case of transfer to any other entity, and as per HR procedures in the Federal Government and electronic systems thereof.
3. Except as provided in item (1) and item (2) of this Article, an employee may be transferred by a Cabinet Resolution from his Federal Entity to any other entity with his job grade and financial entitlements, if work exigencies require so.

Article (38)

Delegation

Pursuant to the HR procedures in the Federal Government as well as electronic & digital approvals thereof, an employee may be delegated within or outside the Federal Entity to fulfil the duties of a vacant post or to replace an absent employee, under the following conditions:

1. An employee shall not be delegated to perform more than one job in addition to his current job.
2. An employee may be delegated in addition to the current job or on a full-time basis.
3. The delegation period shall not exceed six months, able to extendible.
4. The position an employee is delegated to, shall be either in the same grade level or two grades higher.
5. No employee shall be delegated during the probationary period.

6. According to Performance Management System, no employee shall be delegated to a higher position if his rating was "Needs Improvement" in the final performance appraisal for the previous year.
7. A delegated employee shall be subject to all rules applicable in the loaning entity, except the annual allowance, promotion and termination of service.
8. The delegation may be terminated at any time prior to the end date.
9. Disciplinary measure on a delegated full-time employee who commits an offence outside the Federal Entity shall be the responsibility of the entity he is delegated to, according to administrative procedures and penalties therein.

Article (39)

An employee on delegation shall be entitled to a delegation allowance from the entity he is delegated to as of the date he commences work, at a rate of 25 percent of starting basic salary of the post he is delegated to, provided that:

1. Delegation is made in addition to the current job
2. The delegation period is more than two months.

Article (40)

An employee may, upon termination of the delegation period, be transferred or promoted to the position he is delegated to, as per the transfer rules set herein, and promotion rules contained in Chapter Six of this Resolution.

Article (41)

Secondment

An employee may be seconded, upon a decision made by the competent authority, to any federal or local entity, and by a Cabinet Resolution to any Arab/regional/international agencies or organizations, subject to the following requirements & criteria:

1. The approval of the concerned authority in each of the employee's entity and the organization he is seconded to

2. Written consent of the employee to the secondment or renewal thereof
3. Regarding the Salary, Allowances and Benefits:
 - a- The seconded employee shall receive his total salary, leaves and other entitlements from the organization he is seconded to, throughout the secondment period.
 - b- An employee seconded to regional or international organizations with headquarters within or outside the UAE, shall receive his total salary from his original entity in addition to any other payments/benefits received from the organization he is seconded to. The Cabinet may grant the employee extra benefits, as required. The employee is also entitled to leaves from the organization he is seconded to.
4. The secondment period to a federal or local entity inside the UAE shall not exceed one year extendable to a similar terms by a Cabinet Resolution. The employee shall either return to his original entity or be transferred to the organization he was seconded to, as per the applicable transfer rules.
5. Secondment to any Arab/regional/international agencies or organizations shall be for a period not exceeding one year, renewable to a similar terms.
6. A Federal Entity has the right to fill a position vacated due to secondment inside or outside the UAE. Upon return of the employee from secondment, he shall be re-instated to a position specified by his original entity, without affecting his grade or total salary.
7. The duration of secondment shall be reckoned in respect of pension or retirement benefits.
8. A seconded employee shall be subject to all policies and procedures applicable in the entity he is seconded to, except those related to termination of service, which is the responsibility of his original entity.
9. An employee shall not be seconded during probationary period.
- 10 A seconded employee shall be disciplined by the entity he is seconded to, in line with the disciplinary penalties effective therein. His original entity must be notified of the disciplinary measures and any administrative penalties imposed on him.

- 11 A seconded employee shall be subject to performance evaluation in coordination with the entity he is seconded to, and as per the Performance Management System for Federal Government employees.
- 12 A seconded employee may be promoted by his original entity during the secondment period, according to procedures applicable therein. In any case, the seconded employee is not entitled to any leaves from the original entity.
- 13 Upon a decision by the competent authority, and as per the approved Matrix of powers and responsibilities, an employee working for Arab/regional/international governments or Arab/regional/ international organizations, may be seconded for a period no longer than one year, extendable for a similar terms, under the following conditions:
 - a. Approval of both the seconding and borrowing entities, in addition to written consent of the seconded employee.
 - b. The borrowing entity bears all his salaries and entitlements, including any applicable variation in instalments of contribution to the Pension Scheme of General Pension and Social Security Authority, unless otherwise agreed by the seconding and borrowing entities.
 - c. **The borrowing Federal Entity must obtain the approval of the Ministry of Finance if the financial benefits of the seconded employee exceed the value prescribed for the job the employee will be seconded to occupy against the Federal Entity's budget.**

Article (42)

1. Secondment shall terminate in the following cases:
 - a) At the end of the secondment period or extension thereof;
 - b) Upon a written request of the employee and consent of both the seconding and borrowing entities.
 - c) At the request of concerned authorities in the seconding or borrowing entity.
2. The seconded employee shall return to his original entity within five working days after the end date of the secondment, in case the

secondment is inside the UAE and within one month if it is outside the UAE.

3. The party wishing to terminate the secondment must give the other a written two-month notice before the end of the secondment.

CHAPTER FIVE

Performance and Reward

Performance Management System

Article (43)

1. The Performance Management System aims to:
 - a) establish a scientific approach to reward outstanding achievements and excellence;
 - b) develop employees' performance by regular evaluation in line with the objectives of the Federal Entity;
 - c) align individual objectives of employees with the objectives of the Federal Entity;
 - d) encourage individual achievement and teamwork spirit; and
 - e) encourage continuous learning and development.
2. Employees' performance appraisal shall be conducted in accordance with the Performance Management System for Federal Government employees issued by the Cabinet on recommendation of the Authority.

Article (44)

Upon a decision by the Chairman of the Federal Entity, distinguished employees may be granted a special monetary reward for any proposals that contribute to the improvement of performance in their federal entities, as per the guidelines set out in Rewards and Incentives System, in the Federal Government, approved by the Council of Ministers on the proposal of the Authority and in coordination with the Ministry of Finance.

CHAPTER SIX

Promotions

Article (45)

There shall be two types of employee promotion: job promotion, and financial promotion.

Article (46)

Job Promotions

Employees may be promoted according to HR procedures in the Federal Government, electronic approvals thereof, in accordance with the following:

1. Promotion to a vacant post, as per the following conditions:
 - a. Promotion shall be to the grade that immediately follows the current grade.
 - b. The employee must meet the performance level required for promotion eligibility, according to Performance Management System.
2. Promotion to a new post created due to restructuring or to reallocation of duties and responsibilities, according to the following provisions stipulated in paragraph (1) of this Article:
 - a. Promotion to a new vacant post.
 - b. Promotion shall be to a position higher by one grade maximum.
3. Promotion may be in form of granting the employee the starting salary of the new grade or granting an increase of 10% of the grade he is promoted to, whichever is higher.
4. An employee may not be entitled to job promotion before the lapse of at least two years from his previous exceptional promotion.

Article (47)

Financial Promotions

Upon the approval of the Federal Entity's Chairman, an employee may be granted a financial promotion in his current grade, provided that it does not exceed 10 percent of the basic salary, on condition that he fulfils the

performance level required for promotion eligibility pursuant to the Performance Management System

Article (48)

Exceptional Promotions

Upon the approval of the Federal Entity's Chairman, a distinguished employee may be exceptionally promoted pursuant to the Performance Management System, as follows:

1. Exceptional Job Promotion: Excluding Seniors, those who occupy higher positions (Grade 2 and above) or its equivalent in independent entities. An outstanding employee may be promoted exceptionally to a vacant post two grades higher than his current position maximum, provided that the employee is given the starting salary of the grade he is promoted to, or 20 per cent of his current basic salary whichever is higher, and that he fulfils the skill requirements of the new job.
2. Exceptional financial promotion: A distinguished employee may be granted exceptional financial promotion with salary increase not exceeding 20 per cent of the basic salary of the same grade..
3. The employee shall not be exceptionally promoted before the lapse of at least three years from a previous exceptional promotion.
4. No employee may combine exceptional promotion with financial promotion.

Article (49)

Promotion controls

Promotions shall be made as follows:

1. Availability of sufficient allocation for all types of promotion.
2. Availability of a vacant post in case of financial and exceptional promotions.
3. Issuance of promotion decision by the competent Authority except for the exceptional financial or financial promotion of the Undersecretary of the Ministry, the Director General, the Assistant Undersecretary of the Ministry or the Executive Director or equivalent in the Federal Entity, whose promotion is subject to a

decision of the Chairman of the Authority, and entitled after two years of service in the same entity.

4. Promotion shall be effective from the date of the decision, and no promotion shall be retroactive.
5. Seniority shall not be considered in promotions, unless performance appraisals are identical.
6. Promotion and annual allowance shall not be combined, if they fall on the same date, as per the Performance Management System.
7. An employee shall not be entitled to any kind of promotion before the lapse of at least 12 months from his last promotion.
8. No employee shall be promoted during a study leave, except for doctors.
9. All types of promotion shall be subject to controls contained in HR procedures in the Federal Government and electronic & digital approvals thereof.
10. The employee must not have been subject to any administrative penalty during evaluation year, unless its legal effect has been cancelled.
11. The employee must attain the required level of performance according to the approved Performance Management System.
12. A Federal entity may not reappoint any person to a grade higher than that he was occupying within six months from the date of termination of his service, with the intention of violating promotion rules stipulated in this Regulation.

CHAPTER SEVEN

Training & Development

Article (50)
General Policy

Federal Entities shall train its own staff and upgrade their human resources' competencies by providing them with appropriate development and training opportunities in order to enhance their knowledge, capabilities and skills in their current positions, or in higher positions they are planned to assume in accordance with the Training and Development System issued by the Cabinet on recommendation of the Authority.

Article (51)

Federal Entities shall formulate and implement annual training and development plans for their employees at all levels, on the basis of performance appraisal outcome, and as the need arises.

Article (52)
Scholarships

1. A Federal entity may sponsor UAE national high school graduates to study professional and technical specializations in accordance with the legislation issued in this regard.
2. A Federal Entity may also sponsor some UAE nationals working for it to complete their university and higher studies or to obtain accredited occupational qualifications as needed, and as per the provisions contained in Articles (84) to (90) herein.

CHAPTER EIGHT
Business Trips and Training Missions

Section One: Business Trips

Article (53)

Business Trips Approving Authority

1. Travel on business within and outside the UAE shall be determined upon a decision of the authority specified in the Matrix of powers and responsibilities. The Chairman of the Federal Entity may delegate non-government employees to travel overseas on business or include them in official missions. The delegated employee shall receive travel allowance according to the rates identified by the delegation decision provided that the entity which will bear the expenses shall be specified in such decision.
2. The delegation decision must specify the nature and objectives of the trip, the employee selected to travel, the destination and duration of the trip.

Article (54)

Duration of Business Trip

1. Travel duration “outside the UAE” shall be determined by the nature of the official business trip, in addition to the time spent in travelling to destination and back, provided that such time does not exceed one day before the trip and one day following it.
2. Travel duration “within the UAE” shall be determined by the actual days assigned to the official business trip.
3. Upon traveling for an official business trip, part of a day shall be considered one day in respect of calculating the traveling allowance when departing the country before mid-night, and part of a day shall be considered one day when returning to the country after mid-night at UAE standard time.

Article (55)

Duties of a Delegate

Employees on business trips shall:

1. Observe ethical conduct standards in all their acts, in a manner that reflects the civilized image of the UAE.

2. Dedicate their time to the purpose for which they are delegated, and must behave appropriately, preserve the reputation of the UAE, and respect the traditions of the host country.
3. Inform their entity of any obstacles that may be encountered during the trip so as to overcome them through official channels.
4. Provide, immediately upon return, a detailed report on the official business trip they have been delegated to perform.

Article (56)

Travel Expenses

1. An employee travelling on overseas official business trip shall be granted in addition to his total monthly salary, a daily travel allowance for every day, or part thereof, spent abroad. Such allowance shall include accommodation, food and transport expenses as shown in table No (A) set out in Annex (2) of this Resolution.
2. An employee delegated to travel on official business trip shall be regarded as fully entertained if the country of destination provides accommodation, food and transport allowance or expenses.
3. If the country of destination does not provide during the trip, any of the expenses referred to in Para (2) above, the trip shall be deemed partially covered, and the employee's entity must pay the full travel allowance.

Article (57)

Airline Tickets

The travel class for the employee delegated to perform overseas official business shall be determined as shown in Table (b), Annex (2) herein.

Article (58)

Other Expenses

1. The Cabinet shall determine the amount to be paid to the Head of delegation to cover hospitality and reception expenses, as required.
2. The Government shall bear the expenses of transporting government baggage and official papers the trip may require.

3. The entity of the employee delegated to travel on official business shall be responsible for obtaining the required travel visas from the relevant agencies, as well as the fees, while the employee shall be responsible for ensuring that his passport and all other official documents are in good order and valid at all times.
4. One air ticket shall be granted to one family member of a national female employee travelling on duty outside the country, to accompany her during the official mission. The ticket shall be on the same travel class as prescribed for the female employee.

Section Two: Training Courses & Programs

Article (59)

Training needs

A Federal Entity shall identify the annual training needs for its employees in light of its approved strategic objectives and policies and analyse training and development needs using various sources such as annual performance appraisals for the employees and their supervisors as per the mechanism of Training & Development System.

Article (60)

The competent Authority to issue the delegation decision

The authorization of employees to join training courses or programs shall be subject to a decision based on the Matrix of powers and responsibilities, whether the training course or program is held inside or outside the UAE, and with or without expenses or pursuant to agreements made in this connection.

Article (61)

Nomination to attend Training Courses and Programs

1. Employees may be delegated to travel to join training courses or programs inside and outside the UAE within the financial allocations approved for the purpose.

2. A Federal Entity nominating some of its employees to attend training courses and programs shall:
 - a. Strictly abide by the dates of training courses and programs specified by overseas training providers.
 - b. Ensure availability of financial allocations within the ministry or Federal Entity's budget to cover the expenses of training.

Article (62)

Requirements of attending training courses and programs

To be eligible for a training course abroad, an employee shall be required to fulfil the following:

1. Obtaining the training provider's approval through the concerned authorities at his entity.
2. The training course or program must be directly related to the employee's current or future job according to his career path and individual training plan as per the Performance Management System and Training & Development System of the Federal Government employees, issued by the Cabinet on recommendation of the Authority.
3. Must have sufficient knowledge of the language of the training course or program in order to be able to leverage it.

Article (63)

Duties of Trainees

An Employee travelling to attend a training course or program abroad shall:

1. Be punctual in attending the training course or program.
2. Preserve the reputation of the UAE.
3. Respect the laws and traditions of the host country.
4. Provide a detailed report on the training course or program attended.
5. In the event of any breach to these duties, the course shall be terminated and the employee in question shall refund all expenses paid to him, after presenting the case to Administrative Violations Committee.

Article (64)

Duration of Training Missions

1. Duration of training course shall be determined pursuant to the training course schedule, in addition to travelling back and forth, as follows:
 - a. A maximum period of three weeks in case the training course or program is held outside the UAE. The Chairman of the Federal Entity may waive this condition if the duration exceeds such period.
 - b. The period shall not exceed one day before the training course or program and one day following it.
 - c. Upon traveling to attend a training course or program, part of a day shall be considered one day in respect of calculating the traveling allowance days when departing the country before mid-night, and part of a day shall be considered one day when returning to the country after mid-night at UAE standard time.
2. Duration of travel within the State shall be determined by the actual days of the training course or program.

Article (65)

Appropriations of Training courses and program

1. The employee who is travelling to attend an overseas training course or program is entitled to the allowances shown in Table (C), Appendix (2) herein, and is entitled to (50%) of the allowances if he is fully entertained in the host country.
2. Trainees' Expenses:
 - a) An employee delegated to participate in a training course or program "outside the UAE" shall be deemed to be fully entertained if he is provided with accommodation, food and transport allowances or expenses in the country of destination.
 - b) If the country of destination does not provide any of the expenses referred to in Para (1) above during the training course, the employee's travel shall be deemed partially covered and his entity must pay the travel allowance in full for each day, where part of a day shall be regarded as full day.
 - c) The Federal Entity shall bear the employee's accommodation and food expenses if delegated to attend a training course or program within the UAE, in addition to his total monthly salary, provided that

the training destination exceeds 100 km away from the place of work and the course extends for more than one day.

Article (66)

Airline Tickets

An employee on a training mission or program shall be entitled to the following airline tickets.

1. Round trip air ticket for the employee from the workplace in the UAE to destination country.
2. An airline ticket to a family member to accompany a female national employee going on overseas training course or program for any duration and on the same travel class.
3. The travel class for the employee travelling on a training course or program outside the UAE shall be determined as detailed in Table (B), Annex (2) of this Resolution.

Article (67)

Other Expenses

1. An employee travelling to attend a training course or program shall be entitled to medical treatment expenses paid against receipts attested by the UAE Embassy, or a competent office thereof or the official health facility at the country of destination, as the case may be.
2. The employee's entity shall obtain the required travel visas from relevant authorities and pay the fees.

Article (68)

Termination of Employee's Training

An employee's participation in a training course or program may be terminated pursuant to the Matrix of powers and responsibilities due to certain circumstances, work exigency or the public interest.

CHAPTER NINE

Leaves

Article (69)

Types of Leave

Leaves are classified as follows:

1. Annual leave.
2. Sick leave.
3. Maternity leave.
4. Paternity leave.
5. Compassionate and Idda leave.
6. Hajj leave.
7. Exceptional leave.
8. Study leave.
9. Leave without pay.

Annual leave

Article (70)

1. Permanent employees are eligible for a leave with pay in advance, as follows:
 - a) 30 working days for the senior officials at Grade (Special (b) and above, or equivalent.
 - b) 22 working days for the remaining positions or equivalent.
2. The annual leave shall be approved only after the probationary period is successfully completed.
3. The Chairman of the Federal Entity, or whoever he may authorize, may recall an employee on his annual leave if work exigency so requires. In such case, the employee shall receive cash compensation for the unused annual leave days against attested receipts, provided that compensation amount does not exceed the upper limit of official duty allowance.
4. In special cases, and subject to the approval of his direct supervisor, an employee may be requested, after starting his annual leave, to discontinue the leave and return to work, provided that the remaining days be credited to his leave balance.
5. An employee may take his annual leave in full or in part at the approval of his direct supervisor. He may also combine the annual leave with

any other leave according to the provisions stipulated in the Decree Law.

6. If an employee's leave duration changes due to a promotion or grade adjustment, his annual entitlement shall be amended accordingly as of the date of promotion or grade adjustment, and his annual entitlement shall be adjusted in proportion to the changed duration from the date promotion or grade adjustment is issued.
7. If an employee falls sick during his annual leave, he shall be entitled to claim right in the sick leave period.
8. If the sick leave of an employee issued during his annual leave extends after the end of the leave, the remaining days of the sick leave shall then be calculated from the day on which the employee is expected to commence work after the end of the annual leave, as per the rules governing sick leaves set out herein.

Article (71)

1. An employee shall exhaust his annual leave for the year in which he is entitled. If he cannot take the entire balance for that year due to exigent work requirements and circumstance, he must then use up a portion not less than half of the entitled annual leave.
2. The employee may carry forward half of his entitled annual leave to the next year, and in this case the additional days thereof shall be cancelled.
3. except as provided for in item (2) of this Article, the employee who joins National and Reserves Service shall exhaust his annual leave balances entitled during his service, not later than 31 December of the year that follows the year in which he completes his national service, or he may be granted cash allowance in lieu of leave, if deemed fit by his entity, provided that the cash allowance be paid on the basis of the basic salary.
4. Without prejudice to the provisions of this Article, the employee shall not be entitled while in service, to any cash in lieu of the remaining and unused balance of his annual leave.
5. In the event of the expiry of the employee's service, cash in lieu of his legally entitled annual leave balance shall be reimbursed to him, calculated on the basis of the basic salary.

6. If the employee`s service expires before completing the year for which the annual leave is entitled, the number of exhausted leave days plus whatsoever entitled thereto after the service expiry date shall be deducted.

Article (72)

Duration and timing of annual leaves for employees working at public schools and disabled centres shall be determined in accordance with the rules set forth by the Ministry of Education and the Ministry of Community Development, each in its area of competence.

Article (73)

An employee shall not be entitled to any annual leave during:

1. Study or scholarship leave.
2. Duration of employee`s absence from work (unpaid leave).
3. Employee`s imprisonment pursuant to a court ruling that does not legally justify termination of service.
4. Employee`s service during probationary period, if such period expires with the employee terminated for incompetence.

Article (74)

Sick Leave

1. An employee shall be granted a sick leave if his health condition prevents him from performing his duties or warding off any health risks from him and the others, subject to a medical report issued by an approved medical authority.
2. The employee must inform his immediate supervisor, in accordance with applicable HR procedure, of the sick leave as soon as it is granted unless there is an excuse that prevents him from doing so.
3. The maximum sick leave shall be calculated in one incident or during the year based on working days. Weekends and official holidays shall not be compensated with other days if they fall during the sick leave.
4. The maximum sick leave for an employee shall be 15 working days in a year and will be granted as follows:

- a. According to a medical report from an official medical authority if the sick leave does not exceed 5 consecutive working days in one time, and up to 15 working days per year.
 - b. If the sick leave exceeds the maximum limit referred to above, it shall then be granted as per an approved medical report by the medical committee.
5. The first 15 working days of the sick leave shall be with full pay, and any period in excess of that shall be deducted from the employee's annual leave balance, if any; if not, it shall be considered leave without pay.
6. If the employee exceeds the maximum sick leave of 15 working days per year, the Federal Entity shall refer the employee to the medical committee to decide on his health condition.
7. The condition of a sick employee shall be reviewed if it lasts more than 6 months, and the medical committee may decide to extend the leave for a period not exceeding six months or recommend termination of his services on medical grounds.
8. The provisions of paragraph (5) of this Article shall not apply to the following cases:
 - a) Illnesses identified by the Ministry of Health and Prevention in coordination with the Authority. In this case the sick leave for the employee shall be granted by the approval of the medical committee with full pay.
 - b) In cases where the medical committee decides to prevent the employee from practicing the functions of his job for a period determined by the committee with full pay.
9. The employee may be granted a paid sick leave not exceeding one year if the sickness is a result of work-related injury. If the sickness continues for further periods, the employee shall be referred to the medical committee to check his health condition, and the leave may be extended for a period not exceeding further six months or he will be recommended for termination of service on medical grounds, in accordance with the provisions of the Pension and Social Security Law.
10. For the purpose of implementing the provisions of the Decree Law, employment injury means any injury arising from an employee's work while performing his duties, or as a result of any occupational diseases as determined by the competent medical committee shown in the foregoing paragraph and as per Schedule No (1) attached to the

Federal Law No. (8) Of 1980 regulating Employment Relations and amendments thereof. Any accident sustained by the worker on his way to or from work shall be considered an employment injury.

11. The probationary period shall be extended to cover the period of sick leave granted to an employee during the probation period.

Article (75)

Maternity Leave

1. A permanent female employee is entitled to an uninterrupted paid maternity leave for three months, which may be taken two weeks prior to the expected date of delivery, subject to the submission of a medical report from her medical doctor. This provision shall not apply to temporary female employees.
2. A female employee may, for four months from the date of delivery, leave the workplace for two hours daily to breastfeed her child, whether the leave is taken at the start of official working hours or before departure time. In all cases, this two- hour leave is fully paid.
3. Maternity leave and leave without pay may not be combined.
4. Weekends and official holidays that coincide with maternity leave shall be counted as part of the maternity leave, and also weekends and official holidays that occur at the beginning and/or end of the maternity leave.
5. Accrual of entitlements such as the end of service gratuity, pension and annual leave shall continue as usual during the maternity leave.
6. If an employee is granted sick leave during the period of maternity leave, the maternity leave shall not be extended to cover the period of the sick leave granted.
7. An employee may be entitled to maternity leave while in probationary period. In such a case, the probation period is to be extended to account for the period taken up by maternity leave.

Article (76)

Paternity Leave

A male employee to whom a live baby was born inside the UAE is entitled to a paid paternity leave for three working days to be taken consecutively or separately during the first month of the child's birth.

Article (77)

Compassionate / Iddah Leave

Compassionate Leave:

1. An employee is entitled to a paid compassionate leave as follows:
 - a. For five days in case of the death of first degree relatives
 - b. For three days in case of the death of second degree relatives
2. Compassionate leave, annual leave and unpaid leave may be combined.
3. In case compassionate leave occurs during weekends, public holidays or during days of approved leaves, the employee shall not be compensated for the compassionate leave days
4. In case of the death of a relative, the employee shall report the incident and provide acceptable evidence on his return from the leave.
5. Compassionate leave shall commence on the date in which the death occurs.
6. The degree of kinship of one spouse is considered equivalent to the degree of kinship of the other.

Article (78)

Iddah Leave

1. A Muslim female employee whose husband dies is entitled to a paid Iddah leave for four months and ten days as of the date of the death.
2. The employee shall inform her direct superior of the death of her husband as per the Federal Government's HR procedures and submit the death certificate of her deceased husband, duly approved and authenticated by the competent authorities within or outside the UAE depending on place of death.
3. Accrual of entitlements such as end of service gratuity, pension and annual leave shall continue as usual during the Iddah leave.

Article (79)

Hajj Leave

1. A Muslim employee is entitled to receive a 15- working day leave on full pay to perform the hajj pilgrimage twice as a maximum throughout his service, provided that the period separating the two times is not less than ten years.
2. An employee may combine Hajj leave and annual leave.
3. Hajj leave may not be granted unless the employee successfully completes the probation period, and after return, he shall submit the supporting documents demonstrating that he performed Hajj.
4. Hajj leave which the employee did not receive is not considered an acquired right and therefore shall not be counted part of the employee's service within the annual leave balance at the end of the employee's service.

Article (80)

Exceptional Leaves

1. Sabbatical leave to represent the UAE.
2. Patient accompanying leave outside the country.
3. Patient accompanying leave inside the country.

Article (81)

Sabbatical leave

1. The Chairman of the Federal Entity or his/her deputy, may grant a national employee a fully paid special sabbatical leave for carrying out any tasks related to representing the country in national sports or cultural teams or for any similar purpose, not necessarily and directly related to the entity's work, upon request by official authority concerned with such activity and up to one month.
2. Assignment leave shall be granted on the following bases:
 - a. The selected employee shall have the required qualifications; specialized expertise, skills or talent in the fields stated in paragraph (1) above.
 - b. The selection to participate in representing the country shall be based upon a written official request from the concerned authorities and for the period therein specified, subject to effective rules and regulations organizing such matters.

- c. The tasks and duties required shall not be directly related to the type of work of the employee's original entity.
 - d. No employee shall be granted such special paid leave more than twice a year unless the activity is already scheduled in advance as part of the requesting authority's plans.
- 3. Such special paid leave shall only be granted if the employee has successfully completed probation period.
- 4. An employee on special paid leave shall receive his total salary from his government entity, in addition to any bonuses and incentives acquired from the receiving official authority for which the employee is working during the special leave. He shall also be entitled to annual and sick leaves granted by the official authority in accordance with the regulations in force. However, the employee is not entitled to annual or sick leaves from his original entity during the period of his special leave. On recommencement of work, the annual and sick leaves for the remaining days of the year shall be calculated on pro rata basis.
- 5. The period spent on special leave shall constitute part of the service in calculating annual allowance, promotion and pension entitlements.
- 6. By the end of the special sabbatical leave, the requesting authority shall submit a report to the employee's original entity on the type of work and level of performance achieved by the employee during the special leave.

Article (82)

Patient Accompanying Leave Outside UAE

- 1. The Chairman of the Federal Entity, or his/her deputy may grant a national employee a full paid special leave for one month, to accompany a relative up to a second degree, travelling for medical treatment abroad, according to a medical report from an official medical authority. The special leave shall be granted in the following manner:
 - a. The first 15 days with full pay.
 - b. The following 15 days shall be deducted from the employee's annual leave balance, if any; otherwise it shall be considered unpaid leave.

The unpaid special leave may be extended up to one month based on a medical report duly authenticated by the UAE Embassy at the destination country.

2. The employee shall submit the required documents and obtain the approval of his entity to be granted a patient accompanying leave before leaving the country.
3. Notwithstanding the provisions of items (1) and (2) of this article, The Chairman of the Federal Entity or his/her deputy, may grant a national employee a special leave to accompany a relative up to a second degree abroad for treatment, upon recommendation by a medical authority for a period not exceeding two months. This period may be renewed for similar terms with full pay, if the patient's condition so requires as determined by the Ministry of Health and Prevention in coordination with the Authority.

Article (83)

Patient Accompanying Leave Inside UAE

1. The Chairman of the Federal Entity or his/her deputy, may grant a national employee a special leave for one month during the year on the recommendation of a medical authority, to accompany the other spouse or any of his relatives to the first degree, in case of being treated in a hospital within the country. The special leave shall be granted in the following manner:
 - a) The first 15 days with full pay
 - b) The following 15 days shall be deducted from the employee's annual leave balance, if any; otherwise it shall be considered unpaid leave.

The special leave may not be extended.

2. Upon return of the employee, he shall submit to his entity a report issued by the medical facility where the patient receives treatment, including the name of the patient, the date of his admission to the hospital, the person accompanying him and the date of exit if he has completed the treatment; and any information requested by his entity. If the employee does not submit this report, the direct supervisor shall recommend to HR Department taking the necessary action, including referral to the Administrative Violations Committee

Article (84)

Study Leave

1. Without prejudice to the provisions of Article (52) of this Resolution, a Federal Entity may, subject to the approval of the Chairman or his/her deputy, sponsor some of its national employees by granting them a paid study leave on a full-time or part-time basis, inclusive of all tuition and other fees, to complete undergraduate or postgraduate education or to obtain accredited professional certification, for a period of time equivalent to the prescribed educational program.
2. The Chairman of the Federal Entity, or his/her deputy, may also grant a paid (gross salary only) full-time or part-time study leave within or outside the UAE to obtain a post-secondary school qualification for a period of time equivalent to the prescribed educational program.

In all cases, the qualification must be in line with the future requirements and needs of the Federal Entity.

Article (85)

Rules for Granting Study Leaves

A national employee shall fulfil the following conditions to be eligible for a study leave:

1. The employee's service with the ministry or Federal Entity shall not be less than one year, except for medical staff.
2. The employee shall get a performance appraisal that Substantially Exceeds Expectations as per the performance management system.
3. The employee shall obtain acceptance from an institution or university, accredited by the Ministry of Higher Education and Scientific Research, clearly indicates the type of study, specialization and duration of study program.
4. The proposed academic or professional qualification must be in line with the employee's career path, nature of the work and needs of the Federal Entity.

5. No employee shall combine two study leaves at a time.
6. The employee mustn't have been previously dismissed from an academic institution for disciplinary reasons or poor academic performance.
7. Approval for study leave overseas may not be granted if the study program is available within the UAE unless the Chairman of the Federal Entity, or his/her deputy, decides otherwise at his own discretion.
8. The Chairman of the Federal Entity or his /her deputy may grant an employee a period of six months to study a foreign language abroad or within the UAE. The period may be further extended for not more than another six months, subject to the reports furnished by the UAE Embassy, the Cultural Attaché offices or diplomatic mission abroad, or the concerned educational institution within the UAE. The language study period shall be treated as a study leave.
9. The Federal Entity shall be responsible for liaising with the university or the educational institution in which a sponsored employee studies to obtain study progress reports.
10. An employee on full-time study leave shall not be entitled to annual leave throughout the duration of the study leave and shall be subject to the regulations and procedures of annual leaves applicable in the academic institution or university throughout the duration of the study leave.
11. A study leave shall be considered as a continuation of the employee's service for calculation of allowances as per the Performance Management System; and end of service gratuity or pensions.
12. Performance appraisal of an employee on full-time study leave shall be conducted based on educational attainment and reports received by his entity.

Article (86)

Subject to the provisions of item (1/e) of Article (88) hereunder:

1. The Chairman of the Federal Entity may extend a study leave of an employee for urgent circumstances, according to the following rules:
 - a) The employee's performance meets the expectations

- b) The application for extension is based on sound academic justifications or requirements raised by the academic institution
2. The Chairman of the Federal Entity may grant an employee- who is still on study leave to obtain an academic qualification – another study leave if the employee obtains an academic acceptance to study for a qualification higher than the previous one.

Article (87)

An employee on a study leave within or outside the UAE shall abide by the following:

1. Keep a regular attendance record throughout the duration of the study course in accordance with the approved schedules.
2. Complete study requirements within the prescribed period.
3. Obtain the proposed academic qualification.
4. Not change field of specialization, educational institution, university or country without prior consent of the Chairman of the Federal Entity, or his/her deputy.
5. Serve the sponsoring entity for a period equal to the period spent on study leave. However, it is possible to spend such period working for a federal or local government entity upon the approval of the Chairman of the Federal Entity, or his/her deputy. In case of non-compliance with this condition, the employee shall be obliged to refund all expenses and financial entitlements paid to him during the study leave, pursuant to regulations governing scholarships, except for the salaries received from his entity.
6. Report to work within fifteen days, if the study leave is inside the UAE, and within one month maximum if the study leave is outside the UAE, from obtaining the academic qualification or the expiry of the study leave, whichever occurs first, otherwise the employee shall be deemed absent and be subject to rules applicable in this regard.

Article (88)

1. The Chairman of the Federal Entity, or his/her deputy may terminate an employee's study leave if he:

- a. Discontinues study without an acceptable excuse for more than three months based on academic reports issued by UAE Embassy, Cultural attaché or diplomatic missions.
 - b. Changes assigned field of study, educational institution or country of study without obtaining a prior consent from the Chairman of the Federal Entity, or his/her deputy.
 - c. Commits disgraceful act or engage in acts that would affect the interests or image of the UAE or violates the laws of the host country.
 - d. Fails to join the study program within three months from the date of commencement. If the Chairman of the Federal Entity is not convinced by the employee's justifications, the absence period shall be deducted from annual leave entitlements, and whatever exceeds these entitlements shall be considered unpaid leave.
 - e. Failing to successfully pass the prescribed exit examinations to move to the next phase of the study for more than once throughout his study, the Chairman of the Federal Entity may waive the above provision by granting an extra chance.
2. The Chairman of the Federal Entity, may terminate the study leave if the work requirements or public interest so require, in which case, the employee is exempted from refunding the expenses, tuition fees and financial aid spent so far during the leave.
3. A study leave may be suspended at the request of the employee, subject to approval of the Chairman of the Federal Entity for one semester. In this case the study leave shall be extended for a period equivalent to suspension time.
4. In all cases, the above provisions shall not prevent disciplinary measures if deemed necessary.

Article (89)

Except what is contained in items (2 and 3) of article (88), an employee shall refund all fees, expenses and financial allocations received during his study, except gross salary in the event of termination of the study, unless he is exempted wholly or partially by a Cabinet Resolution.

Article (90)

Examination Leave

1. The Chairman of the Federal Entity, or his/her deputy may grant an employee who is registered for any distant-learning programs inside or outside the UAE, or a national employee who joins regular evening study within the UAE at any accredited university, college, institute or school, a full paid leave to take end of semester or final examinations or to attend viva, in case of postgraduate studies, provided the duration of such leave is determined based on the examination timetable. The above is not applicable to monthly tests, admission interviews or project discussions held during the semester.
2. A national employee may be granted an extra leave prior to the scheduled examination date mentioned in item (1) above for a period not exceeding one day, if the examinations are to be held within the UAE, and a period not exceeding three days, if the examinations are to be held in a foreign country, provided that the total number of days off shall not exceed 15 working days per year, excluding the examination leave.
3. A national employee may be granted a two-hour leave daily to attend classes for an accredited study program until the completion of the course of study, such permission shall not be granted if the study timetable conflicts with official working hours.

Article (91)

Unpaid Leave

1. The Chairman of the Federal Entity, or his/her deputy may grant an employee an unpaid leave for a period not exceeding thirty days per year provided that the employee has genuine reasons to request such leave.
2. Unpaid leave shall be granted on the following conditions:
 - a. If the employee has exhausted his annual leave balances.
 - b. If taking the leave does not disrupt the workflow.
 - c. Any other conditions determined by the management.
3. Unpaid leave shall not be counted part of the employee's service period or reckoned towards annual leave entitlements.

4. Weekends and official holidays occurring during an unpaid leave are considered an integral part thereof.

Article (92)

Without prejudice to provisions of Article (101/11) of the Decree Law, an employee shall not absent himself from work except during entitled leaves. In case of absence from work or failure to resume immediately after the end of an entitled leave, the following measures shall apply:

1. In case the concerned authorities accept the excuse provided for absence by an employee, the period of absence shall be deducted from the employee's annual leave entitlements, if the period is more than leave entitlements the extra period shall be considered as unpaid leave.
2. In case the concerned authorities reject the excuse, the employee shall be penalized as set forth in the table of workplace violations and the period of absence shall be considered unpaid leave.

The period of absence shall not be considered as part of the employee's continuous service.

Article (93)

General Rules on Leaves

1. Leaves an employee is entitled to shall be granted within limits approved by the competent authority.
2. An employee's period of service shall be continuous during a leave (except for unpaid leaves) and duly considered in entitlement accruals such as annual allowance, end of service gratuity and pension, leaves.
3. An employee shall resume work immediately after the end of his leave, otherwise he shall be deemed absent from work.
4. An employee shall not be entitled to any of the prescribed leaves during an unauthorized absence from work.
5. The competent authority may allow an employee to take more than one type of leaves at one time, pursuant to the provisions of the Decree Law.
6. During an employee's period of transfer, delegation or secondment to another entity, leaves and other entitlements shall

be calculated up to the last day before the effective date of transfer, delegation or secondment. Thereafter, his leave entitlements shall be authorized by the receiving entity, in accordance with applicable regulation therein.

7. In case of extension of an employee's service after retirement age, he shall be entitled to all leaves which may be entitled before attaining retirement age.

CHAPTER TEN

Workplace Violations

Article (94)

1. An employee shall demonstrate appropriate attitude and behaviour in compliance with code of ethics and professional conduct document for civil service and adhere to the effective laws of the UAE. Any employee who fails to carry out his duties as set forth in the Decree Law or breaches the requirements of his position shall be administratively penalized without prejudice to any civil or criminal liability.
2. An employee shall not be exempted from administrative penalty unless it is established that in committing the offense the said employee was executing written instructions from his direct

superior even after drawing the direct superior's attention to the infringement involved. In this case, the direct superior shall be held accountable.

3. Public prosecution shall be notified if the violation committed by an employee amounts to criminal act.
4. An employee shall not be penalized more than once for the same act or violation or bear more than one penalty for a single violation.

Article (95)

General principles

Violations Committee

A committee called "Violations Committee" shall be formed in each Federal Entity, upon a decision issued by its Chairman, to review violations committed by employees - with the exception of irregularities associated with official working hours - and impose administrative penalties stipulated in Article (83) of the Decree Law, except for termination of service.

Article (96)

Formation of Violations Committee

The Violations Committee shall be set with the assistant undersecretary for support services, or equivalent in the Federal Entity as chairman, and members specified in the formation decision, including representatives of HR department and legal affairs department. The committee shall have a rapporteur who undertakes arrangements of meetings, taking minutes, decisions or recommendations and reporting the same.

Article (97)

Procedures for Referring an Employee to the Violations Committee

1. The Violations Committee shall receive a notice requesting referral of an employee to investigation from the employee's superiors as per the HR procedures and electronic or digital

systems applied in the Federal Government, and according to the administrative hierarchy of the Federal Entity, indicating the alleged offence and the evidences associated with the offence.

2. The referred employee shall be summoned to investigation as per the HR procedures and electronic or digital systems applied in the Federal Government, **provided that the notification shall include the alleged violations and place and date of hearing, to be delivered at least three days in advance through regular mail, e-mail, fax or by any means available.**
3. In case of failure of the employee to appear before the committee, he shall be notified once more following the same procedure as of the first notification, and a new date shall be fixed and the notification shall be delivered one day before the fixed date for the second session.
4. If the said employee fails to appear before the Violations Committee after the second notification, the committee may proceed to conduct the investigation in absentia.

Article (98)

Investigation proceedings

1. The Violations Committee must study the documents and be aware of the content as related in the documents to make sure that it is solely associated with the offense under investigation.
2. On commencement of investigation, the Chairman of the committee must read out to the employee under investigation all the offences alleged against him in a very clear manner to enable the employee to understand the charge. The employee shall be given chance to present his defence and provide whatever supporting documents he has. The employee's full statements shall be documented, and a copy of the statement shall be signed by the employee. If the employee refuses to sign, this must be clearly established in the records by Chairman of the committee.
3. The Chairman of the committee must allow the referred employee access to all the documents associated with the violation.
4. The Violations Committee shall hear and examine testimonies of witnesses, if any, provided that no witness shall be heard in the presence of any other witness and that all the procedures of

investigating an offense and the resulting findings shall be confidential.

5. The Violations Committee reserves the right to have access to all the documents associated with an offence alleged against an employee; to request any clarifications related to the offence from the organizational unit of the referred employee; the right to recommend temporary suspension of the referred employee for the benefit of the inquiry and may seek the help of experts in technical issues.

Article (99)

The Violations Committee shall consider seriousness of the offense when imposing the penalty as per the following guidelines:

1. The extent of confidentiality breach regarding the entity's data and information
2. Financial implications of the violation
3. The impact of the offence on the reputation of the Federal Entity and its employees.
4. Whether the employee is in breach of the authority vested in him.
5. All kinds of violations repeatedly committed by the employee
6. Whether the violation amounts to criminal or ethical offence
7. Breach of code of ethics and professional conduct document for civil servants

Article (100)

Handling of Investigation

1. The committee may handle an investigated case as follows:
 - a) Close the case because there is no violation
 - b) Close the case for acquittal from charges
 - c) Close the case if the allegations against the employee do not amount to serious violation
 - d) Close the case for lack of enough evidence
 - e) Establish responsibility of the employee referred to investigation and impose on him one of the administrative penalties stipulated in Article (38) of the Decree Law, except for termination of service.

2. The committee shall take decisions by majority to be approved by the Chairmen. In case of a vote tie the Chairman shall have casting vote, provided that the decision is justified and proportionate to the established offence.
3. The employee shall receive a written notification of the penalty imposed upon him within three working days of its issuance and sign a copy of the decision as prove of receipt. The concerned entity shall be duly informed.
4. If the investigation so requires, the Chairman of the Federal Entity or his/her deputy may, upon the recommendation of Violations Committee, suspend the employee who is in breach from work and withhold half of his salary until the end of the investigation. In case the decision was the employee's acquittal, closing the case, or imposing a penalty of verbal or written warning against him, he shall get back the salary withheld. If a more severe penalty is imposed on the employee, the committee shall take the decision it deems fit on his suspended salary.
5. In case the committee decides that the offense investigated involves financial irregularity, the case shall be brought before the Chairman of the Federal Entity to decide on referring the case to the State Audit Bureau for investigation according to its establishing law, and disciplinary committee shall issue decisions to impose the penalty recommended by the State Audit Bureau.
6. If the act involves criminal liability as well, the disciplinary committee shall make a recommendation to recommend the Minister or Chairman of the Federal Entity to refer the concerned employee to the competent criminal investigation authority. The referral of an employee to criminal investigation does not contradict with imposing administrative penalty on him, unless such administrative penalty is subject to a ruling on the criminal charge. If the case is brought before the judiciary, the disciplinary committee shall abide by the ruling of the judiciary in this regard.
7. In case the disciplinary committee decides that the appropriate penalty to be imposed upon an employee is dismissal, the committee shall submit its recommendation to the competent appointing authority.

CHAPTER ELEVEN

Grievances

Article (101)

Grievance Committee

Upon a decision by the Chairman of the Federal Entity, a Grievance Committee shall be formed to look into employees' complaints against administrative penalties. The committee shall comprise of a number of members of whom none shall be a member of the violations committee whose decisions are appealed.

Article (102)

1. An employee may lodge a grievance, in writing, to the Grievance Committee pursuant to HR procedures and electronic and digital system adopted in the Federal Government, on penalties imposed upon him by the Violations Committee, or on any other administrative procedure or decision issued against him other than

that issued by the Violations Committee, within a period of two weeks as of the date of receiving the notification of penalty. However, the provisions of this Article shall not apply to grievances related to performance appraisal, which is conducted according to the Performance Management System.

2. The Violations Committee shall consider employees' grievance against administrative penalties or decision issued against him other than that issued by the Violations Committee within 15 days as of the date of submitting the grievance.

Article (103)

Grievance Committee's Terms of Reference

The Grievance Committee shall be responsible for considering complaints submitted against administrative penalties. The committee shall examine investigation files and hear whoever the committee deems appropriate to give testimony on the event under inquiry. It may also refer the case to the Violations Committee for further investigation and return it to the Grievance Committee to take one of the following decisions:

1. Reject grievance
2. Accept grievance and amend penalty
3. Accept grievance and cancel penalty

An employee who files a complaint shall, under no circumstances, be negatively affected by lodging his grievance, and the Grievance Committee shall not amend the penalty by imposing a heavier one.

Article (104)

Decisions of the Grievance Committee shall be final in relation to written caution and written warning penalties.

Appeal against Grievance Committee's Decisions to Objections Committee

Article (105)

An employee may raise an appeal/objection against a decision taken by the Grievance Committee on penalties other than written caution and written warning, by presenting a written complaint pursuant to the HR

procedures and electronic and digital systems thereof and signed by the appellant to the Objections Committee formed by the Authority. The appeal shall be within three weeks from the date of receiving Grievance Committee's notification; otherwise the decision shall be considered final.

Article (106)

Lodging an objection shall not negatively affect the appellant or his job position or restrict, limit or prejudice any of his rights pursuant to approved regulations.

Article (107)

Documents required for Objection

The following documents must be attached to an objection:

1. Name, place of work, position and address of the appellant;
2. A statement of measures and decisions issued against him;
3. The decision issued by the Grievance Committee on the alleged charge, its date of issuance and date of notification;
4. The subject of the objection, the reasons upon which it is based, and any documents deemed important to be attached.

Article (108)

Committee for Considering Objections

Upon a decision by the Chairman of the Authority, an Objections Committee shall be formed to consider appeals and objections against decisions issued by the Grievance Committee on penalties imposed upon employees, other than written caution and written warning penalties or any procedures or decisions issued against them. The Chairman of the Committee shall choose a person to act as a non-member rapporteur with no voting right.

Article (109)

Mechanism for Handling Objections

The Objections Committee receives the appeal from an employee against the decision of Grievance Committee, and shall handle the issue as follows:

1. Review the appeal submitted by the concerned employee as per the decision of the Grievances Committee and all attached documents within 30 working days as of the date the appeal was filed. In case no response is received from the employee's entity within 15 working days from being addressed, the Commission may decide to rely on the documents submitted.
2. In fulfilling its responsibilities, the Committee shall:
 - a) Assign whoever deemed appropriate to conduct necessary search or study related to the subject of the appeal under inquiry, the assignee shall have access to all documents and records and request any data deemed necessary to access
 - b) Summon any employee within the entity of the appellant employee whom the committee deems appropriate to give testimony or statement on the subject of the objection.
 - c) Communicate with any of the Federal Government employees it considers fit to clarify matters connected with the appeal.
 - d) Seek the opinion of the Fatwa and Legislation Department of the Ministry of Justice on the subject of the appeal, if required, taking the Fatwa and Legislation department's opinion into consideration when preparing the decision with regard to the objection submitted.

Article (110)

The Objections Committee shall issue its decision on employees' appeals by majority, and in case of a tie the Chairman shall have a casting vote. The committee may issue its decisions as follows:

Reject grievance in form.

Accept grievance in form and reject it in subject.

Accept grievance in form and reduce or cancel the penalty.

Article (111)

The Objections Committee shall inform the employee of the decision taken in writing, giving reasons for taking the decision, within 10 working days from the date it is issued, with a notice to his entity.

Article (112)

An appellant employee may be granted permission to be absent from work with payment to attend the Objections Committee's proceedings, subject to notifying his direct superior in writing in case such proceedings are in a different Emirate, more than 100 kilometres away from his workplace

Article (113)

1. An employee sent to jail per a judicial judgment in a civil case shall be suspended from work and deprived from his total salary all over the prison period. The Chairman of the Federal Entity may terminate the employee's service If the prison period exceeds three months.
2. An employee who lodges a case against his entity may be suspended from work with full pay pending a final ruling in the case, provided that:
 - a) If the ruling ends for the employee's favour, the employee shall be reinstated.
 - b) If the ruling is not in favour of the employee, the amounts received by the employee shall be considered debt to be recovered by deduction from the employee's salary or other benefits at his entity. The amount may be recovered from the employee in 24 months instalments, extendable by a decision of Chairman of the Federal Entity, and in case of non-payment, he will be sued.
3. An employee who files a lawsuit against his workplace at any Federal Government Entity shall not be appointed, unless a final judgment is issued in the same case.

Article (114)

The employee may submit to the HR Department any complaint relating to the work environment, The HR Department shall review the complaints submitted to it and refer them to competent committees as require. In all cases, the employee shall not object to working hours, position grade or salary and bonuses.

CHAPTER TWELVE

Institutionnel Culture

Article (115)

Code of Ethics & Professional Conduct Document in Civil Service:

1. All employees working for the federal entities shall read and understand the code of ethics & professional conduct document in civil service and successfully complete training on the document as per the HR procedures and in the Federal Government and electronic systems thereof.
2. The HR Department within the Federal Entity shall provide appropriate methods to enable any employee who cannot undertake training, to understand the contents of the document and sign a declaration of adherence to its provisions. The department shall also acquaint the employees with the document.
3. Any employee who fails to read, understand and undertake training on the said document shall be referred by the HR department to the Violations Committee.
4. The HR departments at the federal entities shall inform and train new employees on code of ethics & professional conduct document in civil service and principle of tolerance

Article (116)

Official Working Days and Hours

Working days and working hours for federal entities throughout the year shall be as follows:

1. Working hours commence at 07:30 am and end at 02:30 pm from Sunday through Thursday.
2. During the Holy month of Ramadan work begins at 09:00 am and ends at 02:00pm.
3. The Chairman of the Federal Entity may introduce a flexible working system as required by work needs and conditions as long as it is within the limits of approved weekly working hours.
4. Official weekend for federal entities shall be Friday and Saturday.
5. Official holidays for federal entities shall be subject to Cabinet Resolutions.
6. Except for religious holidays, any other official holidays set forth in the preceding Article may be carried over to the beginning or end of the week, if they occur between two working days. The official holiday may not be moved or compensated if it coincides with another holiday or weekend.

Article (117)

Shift System

A Federal Entity may apply shift system on all or part of the positions or organizational divisions within its structure, depending on its and requirements and nature of work, provided that the total working hours per week shall not exceed 48 hours.

Article (118)

Compliance with official working hours

1. All employees, must observe the prescribed timing of working hours and sign in and out of work electronically or otherwise, when arriving and when leaving the office. Undersecretaries and Assistant Undersecretaries and equivalent posts are exempt from signing
2. The Chairman of Federal Entity, or his/her deputy may exempt certain employees from signing in and out, as he deems fit, if the nature of their work requires such exemption.
3. An employee, who fails to report to work and leave on time for any reason beyond his control, shall inform his direct superior.

4. Working hours shall be devoted to performing job duties and responsibilities and in no circumstance an employee shall leave the workplace during working hours without prior permission from his direct superior, as per the HR procedures in the Federal Government and electronic system thereof.

Article (119)

Working Time Violations

1. The direct superior shall bear the highest responsibility for reporting on adherence of his subordinates to working hours and taking the necessary action to impose penalty and inform HR Department.
2. Pursuant to HR procedures in the Federal Government and electronic systems thereof, HR Department shall verify working hours' violations and ensure that the concerned direct superior is abiding by the penalties set forth in table (3) annexed hereto.
3. HR Department shall ensure that direct superiors are assuming their role in following up their subordinates' compliance with the prescribed working hours' schedule; and if any direct supervisor fails to do so, he shall be referred to the violations committee.
4. This table may be amended by a decision issued by the Chairman of the Authority if deemed necessary.
5. Penalties imposed upon employees shall be based on justifiable reasons and the concerned employee must be informed within three days as of issuance of the decision.
6. No employee may be penalized more than once for one and the same violation.
7. In case an employee commits more than one violation in one week, each violation shall be treated separately in terms of type and repeated in terms of number of occurrences. The concerned direct superior, in coordination with HR Department, shall impose the heaviest possible penalty for the most serious violation in light of its parallel in the table of violations, regardless of the principle of gradation of penalties.
8. If an employee repeats the same violation for the fourth time during the year, he shall be referred to the Violations Committee

Article (120)

Administrative penalties shall be deemed null and void after the following periods of time:

1. Three months in case of written caution
2. Six months in case of written warning
3. One year in case of other penalties

In all cases, the periods of time shown above shall be counted as of the date of imposing the penalty. Once cancelled, the penalty shall be deemed legally non-existent, and shall not be cancelled before the periods specified herein.

The HR Department shall observe the HR procedures and electronic systems thereof applied in the Federal Government and keep record of all violations and penalties imposed upon an employee as reference.

Article (121)

Compensation for work in Weekends

1. The direct superior may assign an employee to carry out work during weekends if deemed necessary as of work requirements.
2. An employee who works on weekends shall be granted days equal to the number of days he worked during weekend in compensation.
3. If a weekend occurs within the days of an employee's official duty, the employee may be granted days equal to the number of days he worked during weekend.
4. In all cases, an employee may not be paid for work performed during weekends.

Article (122)

Compensation for Work during Official Holidays

1. The direct superior may assign an employee to work during an official holiday if deemed necessary as per work requirements.
2. An employee who works on official holidays shall be granted days equal to the number of days he works during weekends in compensation. Part of a day shall be considered full day.

3. An employee who is entitled to overtime pay may choose between being compensated by days equal to the number of days worked on official holidays or receive a payment in compensation for the actual overtime work he performs during official holidays.
4. Without prejudice to the provision of item (3) of this Article, if an official holiday occurs during an official duty, the concerned employee shall be granted days equal to the number of days worked during such official holiday.

Article (123)

Overtime Compensation System

An employee shall receive compensation for overtime work performed outside official working hours as per the following conditions:

1. An employee is assigned to perform work outside official working hours
2. Overtime work assignment is to be issued in writing by the competent department director or his representative, including the nature of the work to be performed and the number of hours required for the accomplishment of the assignment.
3. Payment of cash compensation for overtime work is limited to employees on Grade 4 and below.
4. The number of overtime hours shall be calculated only after the employee performs the minimum official hours of (35) per week
5. An employee may be granted leaves in lieu of overtime, at a rate of one day for each 7 hours of overtime work.
6. The compensation for overtime work must not exceed 30 percent of an employee's basic salary, or AED 2000 in a month.
7. The expenditure on overtime shall not exceed the budget allocated for the purpose in the Federal Entity.
8. The assigned overtime shall meet the actual requirements of work.

CHAPTER THIRTEEN

End of Service

Article (124)

An employee's service shall end for any of the following reasons:

1. Resignation
2. Attaining retirement age
3. Death
4. Medical unfitness
5. Unsatisfactory or poor job performance
6. A Federal Decree
7. Dismissal by a Cabinet Resolution
8. Termination of service by virtue of an administrative disciplinary decision or as a result of a court ruling.
9. Withdrawal or invalidity of nationality
10. Non-renewal or termination of contract.
11. Absence from work without acceptable reason for consecutive ten working days or twenty interrupted working days per year.
12. Restructuring.
13. Replacement, pursuant to the policy of Emiratisation. In such a case the employee shall be given a two-month notice before termination of service.

Article (125)

Service Terminating Authority

Termination of service for the reasons stated in the previous Article shall be issued by the competent appointing authority except for the following:

1. Where an employee is dismissed based on a Cabinet Resolution at the recommendation of the Chairman of the Federal Entity, with total salary entitlement during the period of notice prescribed for his grade, provided that such period of notice shall not be part of his service with the Federal Entity.
2. Termination of service because of death, accordingly a decision is issued by the Chairman of the Federal Entity or his/her deputy.

Article (126)

Notice Period

1. An employee shall continue his work until the expiration of the warning period. However, the Federal Entity may, at the request of the employee, reduce the period of notice after accepting the resignation and immediately terminate his services, provided that he agrees to pay the amounts entitled to the entity in lieu of the notice period, or deducting the same from his entitlements, and further provided that such period of notice shall not be part of his service with the Federal Entity.
2. The Federal Entity may also, at its discretion, end the service of a resigned employee during the notice period, and grant him his total salary for the notice period. This period shall not be considered as part of the employee's service with the Federal Entity.
3. The Federal Entity may exempt a resigned employee whose request for reducing the notice period is accepted, from paying in lieu of the notice period to the Federal Entity.

Article (127)

Termination for Medical Reasons

1. A UAE national employee may be terminated for medical reasons in accordance with the rules and regulations of the General Pensions and Social Security Authority.
2. The competent appointing authority may terminate the service of a non-national employee if he is proved to be unfit to perform his job duties as per a certificate issued by the medical committee.
3. In all cases, the services of such medically unfit employee shall be terminated immediately and he shall be paid an amount equivalent

to his total salary for the notice period prescribed for his grade, provided that such period shall not be considered part of his service with the Federal Entity.

Article (128)

Termination for Incompetence

1. The competent appointing authority may terminate the service of an employee for unsatisfactory job performance, based on poor appraisal rating in accordance with standards and schedule set forth in the Performance Management System for Federal Government employees.
2. In all cases, an employee shall be entitled to the notice period set for his grade, or the equivalent of his total salary in lieu of the notice period, without any of his other entitlements being affected.

Article (129)

Termination for non-renewal or cancellation of contract

1. The competent authority may not renew the contract, or terminate the service of, an employee at any time, provided that the employee is given written notice in accordance with the terms set out in his employment contract.
2. An employee whose service is terminated based on a court ruling or nationality withdrawal or invalidity, shall not be entitled to any payments in lieu of notice period.
3. Where the competent appointing authority decides not to renew or annul a national employee's employment contract before its expiry date, its decision must be made justified and in line with the public interest and systems adopted in this regard.

Article (130)

End of Service Benefits

1. End of service benefits of a UAE national employee shall be granted as per the Federal Law No (7) of 1999 issuing the Pension and Social Security Law referred to.

2. Non-national employees shall be entitled upon end of service to the following benefits:
 - a. One-month basic salary for each year of the first five years of service, calculated on the average salary for the last five years, or number of years of service, whichever is lesser.
 - b. One-and-a-half-month basic salary per year for the following five years of service, calculated on the average salary for the last five years
 - c. Two months basic salary for each year of service more than in (b) above, calculated on the average salary for the last five years
3. To be eligible for end of service benefits, an employee should have completed at least one year of continuous service with the Federal Entity
4. In granting end of service benefits, the notice period and accumulated leave balance shall be calculated as part of the service period, and any part of the month shall be considered as full month
5. With respect for Federal Law No (7) for 1999, end of service benefits for employees who obtain UAE nationality shall be on the last drawn salary before the date of obtaining the nationality, or number of years of service, whichever is lesser.

Article (131)

The Authority has the competence to interpret HR systems and regulations.

CHAPTER FOURTEEN

Article (132)

Signing Contracts

1. All employees shall, as of the date of implementing this Resolution, sign Employment Contract Forms contained in Annex (1) attached hereto, specifying each type of work, within the time frame determined by the Authority and as per the HR procedure in the Federal Government and electronic systems thereof.
2. Notwithstanding the provisions of Article (97) of this Resolution, the HR Department shall refer any employee who fails to sign the contract to the violations committee to take necessary action

Article (133)

Decisions and regulations in effect at the time of the issuance of this Resolution shall continue to be in force, provided they do not conflict with its provisions, until the issuance of replacement regulations and decisions

Article (134)

The Cabinet Resolution No. (13) Of 2012 concerning the Executive Regulations of Federal Decree Law No. (11) Of 2008 on HR in the Federal Government as amended, Cabinet Resolution No. (15) Of 2013 on HR List in independent federal entities, and any decisions or provisions that contravene this Resolution shall be repealed.

Article (135)

This Resolution shall be published in the official gazette, and shall be effective as of the date following its issuance and

Mohammed Bin Rashid Al Maktoum

Prime Minister

Issued by Us on: 1439 Hijri

Corresponding to: 2018

Annexes attached to Executive Regulations Of Human Resources Law in the Federal Government Annex N0 (1)

Employment Contract Forms

1. Renewal of National Employee's Employment Contract
2. Full-Time National Employee's Employment Contract
3. Renewal of Non-National Employee's Employment Contract
4. Full -Time Employment of Non-UAE Nationals (Category A)
5. Full Time Employment of Non- National Employees (Category B)
6. Employment on Special Contract
7. Temporary Employment Contract
8. Part-time Employment Contract
9. UAE National Experts & Consultants Contract
10. Non-national Experts & Consultants Contract

.....

Contract Form

Renewal of National Employee Employment Contract

This contract is made on / / 20

Between

Federal Entity / Authority:

Represented by:.....in his capacity as:..... (First Party)

And

Employee:

Nationality:

Passport No.:

ID No.:

Address:

Emirate:

Area:

Tel:

Mobile:

P.O. Box:

(Shall be referred to hereinafter the Second Party)

Preamble

Whereas the Second Party is a UAE national who was appointed in the Federal Government on / / and works now as at the department of

Whereas the functional / employment relation between the two parties has been existing as governed by approved regulations of the Federal Government; it is agreed as follows:

Article I:

The abovementioned preamble shall be an integral part of this contract.

Article 2:

The Second Party shall agree to continue work for the First Party as a full time employee as per the provisions hereof in the post of () at the department / sector of (), Grade () against a total salary of AED () as detailed below:

- Basic salary
- Accommodation allowance (single – married).
- Cost of living allowance.
- Transport allowance.
- Social allowance.

- Children's allowance.
- Nature of job allowance.
- Other benefits.

Article 3:

This contract shall remain valid for three calendar years as of / / 20, until / / 20, extendable for similar terms by agreement of the two parties

Article 4:

The Second Party shall be obliged to implement all duties and responsibilities assigned to it, and refrain from practicing any prohibited acts referred to in the said Decree Law, Executive Regulations thereof, Code of Ethics and Professional Conduct Document for Civil Service, and in any other regulations related thereto. It shall perform its duties as per the job description accurately and honestly. The Second Party shall keep confidential the secrets that it may get acquainted with ex officio whether during its career or thereafter, and, shall perform any other tasks assigned to it by superiors.

Article 5:

The Second Party shall report to work at times and on days set forth in the Executive Regulations and Federal Law by Decree No 11 of 2008 as amended.

Article 6:

The Second Party shall be given a full-paid annual leave for () working days, and shall not have any leaves out of the scope of approved leave periods.

Article 7:

The Second Party shall be entitled to the periodic allowance based on the results of annual performance review. This allowance shall be added to the basic salary.

Article 8:

Provisions of the Decree Law, Executive Regulations thereof and other systems and decisions related thereto, shall apply to promotions, allowances, cash and annual rewards granted to the Second Party.

Article 9:

On terminating its service, for any reason whatsoever, the Second Party shall hand over to the First Party all the belongings, devices, documents, communications, reports, drawings, charts, files or the like, owned by the first. The second party, furthermore, shall undertake that it will not keep with it any original documents or copies thereof, whether electronic or hardcopies or in any other format, and shall hand over the same to the First Party.

Article 10:

The First Party may deduct any amounts from the Second Party's entitlements according to effective rules, in order to pay dues and liabilities incurred to the First Party.

Article 11:

Remittance of monthly deduction of contributions to the General Retirement and Social Insurance Authority shall continue according to the provisions of Law No. (7) of 1999 promulgating Pensions & Social Security Law, as amended.

Article 12:

The two parties have agreed that the Decree Law No. 11 of 2008, as amended, the Executive Regulations thereof, decisions the Cabinet Resolutions and complementary regulations shall be their reference in clarifying the rights and obligations of the two parties or in interpreting the provisions hereof.

This contract is done in Arabic in two original copies, one for each party, to act accordingly.

This contract was issued in Arabic in two original copies, one for each party to act accordingly.

First Party

Signature

Second Party

Signature

Contract Form

Full-Time Employment of UAE Nationals

This contract is made on / / 20

Between

Federal Entity / Authority:

Represented by:.....in his capacity as:..... (First Party)

And

Employee:

Nationality:

Passport No.:

ID No.:

Address:

Emirate:

Region:

Tel:

Mobile:

P.O. Box:

(Shall be referred to hereinafter as the Second Party)

Preamble:

According to the appointment decision taken by the competent authority of the First Party, No () of 20 dated / / , and whereas the Second Party has successfully passed all interviews, professional tests and medical examinations, and duly submitted all documents required for

appointment, and, as the Second Party has accepted the job offer of the First Party, the two parties agreed on the following:

Article 1:

The abovementioned preamble, any documents or annexes submitted by the Second Party, which are required as a pre-condition for employment, shall be an integral part of this contract. This contract shall be null if the documents were proved to be invalid.

Article 2: Appointment

The First Party agreed to appoint the Second Party to work for it as a full-time employee according to the provisions of this contract in the post of () as per the financial and job benefits set up for UAE nationals and the grade that he occupies, and, as per the following details:

- Basic salary:.....
- Accommodation allowance (single, married) :.....
- Cost of living allowance:.....
- Transport allowance:.....
- Social allowance:.....
- Children's allowances:.....
- Nature of job allowance:.....
- Other benefits:.....

Article 3: Term of Contract

Subject to Article (5) below hereof, this contract shall remain valid for three calendar years as of / / 20, until / / 20, extendable for similar terms by agreement of the two parties

Article 4:

- 1- The Second Party acknowledges that it has reviewed the aforementioned Decree Law, Executive Regulations thereof; and Code of Ethics and Professional Conduct Document for Civil Service.
- 2- The Second Party shall carry out all duties and responsibilities related to its job, and shall perform all assignments accurately and honestly according to the job description, and any other tasks assigned to it by superiors.

- 3- The Second Party shall refrain from exercising any of the prohibited acts listed in the applicable laws and regulations in the country.
- 4- The Second Party shall keep confidential the secrets that it may get acquainted with ex-officio whether during its career or thereafter.
- 5- The Second Party shall undertake to perform the job duties and responsibilities assigned to it according to this contract and the provisions of the aforementioned Decree Law, Executive Regulations thereof or any other legislations related thereto.
- 6- The Second Party shall acknowledge that its contract and the execution of its contractual obligations do not violate any provisions, conditions or consequential obligations of any other contract or job relations.

Article 5:

Probation Period

The Second Party shall be subject to a six-month probation period that can be extended to three months. The First Party may terminate the service of the Second Party during the probation period after serving a five-day notice if it was proved that the Second Party was unfit for the job. The Second Party shall have the right to resign during the probation period after serving a five-day notice.

Article 6:

Annual Leave

The Second Party shall be given a full-paid annual leave for () working days, provided that this leave shall not be due until the Second Party passes the probation period.

Article 7:

The Second Party shall be entitled to the periodic allowance based on the results of annual performance review. This allowance shall be added to the basic salary.

Article 8:

Provisions of the Decree Law, Executive Regulations thereof and other systems and decisions related thereto, shall apply to promotions, allowances, cash and annual rewards granted to the Second Party.

Article 9:

On terminating its service, for any reason whatsoever, the Second Party shall hand over to the First Party all the belongings, devices, documents, communications, reports, drawings, charts, files or the like, owned by the First Party. The Second Party shall also undertake not to keep any original documents or copies thereof, whether electronic or hardcopies or in any other format, and shall hand over the same to the First Party.

Article 10:

The First Party may deduct any amounts from the Second Party's entitlements according to effective rules, in order to pay dues and liabilities incurred to the First Party.

Article 11:

The provisions of the Federal Law No. 7 of 1999 concerning pensions and social security, as amended, shall apply to the Second Party in respect of monthly contributions throughout the validity of this contract.

Article 12:

The two parties have agreed that the Decree Law No. 11 of 2008, as amended, the Executive Regulations thereof, decisions the Cabinet Resolutions and complementary regulations shall be their reference in clarifying the rights and obligations of the two parties or in interpreting the provisions hereof.

This contract is made in Arabic in two original copies, one for each party, to at accordingly.

First Party

Signature

Second Party

Signature

Contract Form
Renewal of Employment Contract for
Non - national Employees

This contract is made on / / 20

Between

Federal Entity: (First Party)

And

Employee :.....(Second Party)

The above employee was appointed on / / 20, and the two parties agreed to renew his employment contract signed on/ / 20, according to the same terms and conditions contained therein for a period of () starting from / / 20

First Party

Signature

.....

Second Party

Signature

.....

Contract Form

Full -Time Employment of Non- Nationals

(Category A)

This contract is made on / / 20

Between

Federal Entity / Authority / Corporation: (First Party)

Represented by:..... in his capacity as:.....

And

Employee:Second Party

Nationality:Passport No: () ID No ()

Address:

In UAE:.....

Outside UAE:.....

The two parties agreed as follows:

Article (1)

- a) The First Party hereby agrees to appoint the Second Party to work for them as a full- time employee in the position of () Grade () against a basic salary of AED () and an allowance of AED () plus the financial benefits set for that grade.
- b) The Second Party is entitled to the following benefits, provided that the other spouse working for the Federal Government, does not enjoy the same benefits:
 1. Appropriate accommodation or housing allowance according to the rules set forth in this regard
 2. Annual tuition fees not exceeding AED 10,000 for each child and up to two children, starting from primary level to 18 years

of age, provided they reside in UAE. Documents proving this residence shall be submitted.

3. Air tickets for the employee, spouse and three children under 18 years of age, at a total value of AED 3500 annually for each, to be paid annually (after the lapse of one year after the date of employment).
4. Furniture allowance equal to seven months basic salary, provided that the amount shall not exceed AED 25000, for single employees; and an amount equal to nine months basic salary, or up to AED 30000 for married employees, according to the rules applicable at the Federal Government
5. Water and electricity allowance of AED () according to the rules applicable at the Federal Government
6. Medical insurance to self, spouse and three eligible children under 18 years of age, as per applicable rules.

Article (2)

The term of this contract shall be one year starting on / / and ending on / /. The term may be renewed on an annual basis upon agreement of the two parties.

Article 3:

The Second Party acknowledges that it has reviewed the Federal Law by Decree No 11 of 2008 concerning human resources in the Federal Government, as amended, the Executive Regulations thereof, and the Code of Ethics and Professional Conduct Document for Civil Service, declaring that it shall observe all duties and refrain from all the prohibited acts provided for therein and the decisions related thereto.

Article 4:

The Second Party undertakes to implement all duties and responsibilities of the job or any other assignment related thereto.

Article 5:

The Second Party shall report to work at times and days set forth in the Executive Regulations of the Federal Law by Decree No 11 of 2008

concerning human resources in the Federal Government, as amended, in accordance with the official working days and hours of the government.

Article 6:

The Second Party shall undergo a six- month probation period as of the date of commencement, which may be extended for three months. The First Party may terminate the service of the Second Party during this period after serving a five-working day notice. The Second Party may resign during the probation period after notifying the First Party by a similar notice on the date set for resignation.

Article 7:

The Second Party shall not cease working except on days of leave given to him. Terms and conditions related to holidays shall be set up according to the provisions of the Federal Law by Decree No 11 of 2008, concerning human resources in Federal Government, as amended.

Article 8:

The reasons of service termination contained in Article (101) of the Federal Law by Decree No 9 of 2011, amending some provisions of the Federal Law by Decree No. 11 of 2008 on human resources in Federal Government and Executive Regulations thereof, shall apply to the Second Party.

Article 9:

If the First Party wishes to renew this contract, it shall notify the Second Party of the same before the end of its term by serving a written notice as per the Second Party's grade. Thereafter, the contract between the two parties shall be renewed and attested.

Article 10:

The employer shall pay the expenses and costs of the residence visa of the employee.

Article 11:

The two parties have agreed that the Federal Law by Decree No. 11 of 2008, as amended, the Executive Regulations thereof, Cabinet Resolutions and the complementary rules thereof, shall be their reference

in clarifying the rights and obligations of the two parties, or in interpreting the provisions hereof.

This contract is made in two original copies in Arabic, one for each party to act accordingly.

First Party

Signature

Second Party

Signature.

Contract Form

Full Time Employment of Non- Nationals

(Category B)

This contract is made on / / 20

Between

Federal Entity / Authority / Corporation: (First Party)

Represented by:..... in his capacity as:.....

And

Employee:Second Party

Nationality:Passport No: () ID No ()

Address:

In UAE:.....

Outside UAE:.....

The two parties agreed as follows:

Article 1:

The First Party hereby agrees to appoint the Second Party to work for them as a full- time employee in the position of () Grade () against a basic salary of AED () and an allowance of AED () plus the financial benefits set for that grade.

Article 2:

The term of this contract shall be one year starting as of / / and ending on / / . The term may be renewed on an annual basis as per the agreement of the two parties.

Article 3:

The Second Party acknowledges that it has reviewed the Federal Law by Decree No 11 of 2008 concerning human resources in the Federal Government, as amended, the Executive Regulations thereof, and the Code of Ethics and Professional Conduct Document for Civil Service, declaring that it shall observe all duties and refrain from all the prohibited acts provided for therein and the decisions related thereto.

Article 4:

The Second Party undertakes to implement all duties and responsibilities of the job or any other assignment related thereto.

.Article 5:

The Second Party shall report to work at times and days set forth in the Executive Regulations and Federal Law by Decree No 11 of 2008 concerning human resources in the Federal Government, as amended.

Article 6:

The Second Party shall undergo a six- month probation period as of the date of commencement, which may be extended for three months. The First Party may terminate the service of the Second Party during this period after serving a five working-day notice. The Second Party may resign during the probation period after notifying the First Party by a similar notice on the date set for resignation.

Article 7:

The Second Party shall not cease working except on days of leave given to him. Terms and procedures of enjoying holidays shall be set up

according to the provisions of the Federal Law by Decree No. 11 of 2008, concerning human resources in Federal Government, as amended.

Article 8:

The reasons of service termination contained in Article (101) of the Federal Law by Decree No. 9 of 2011 amending some provisions of the Federal Law by Decree No. 11 of 2008 on human resources in Federal Government and regulations thereof, shall apply to the Second Party.

Article 9:

If the First Party wishes to renew this contract, it shall notify the Second Party of the same before the end of its term by serving a written notice as per the Second Party's grade. Thereafter, the contract between the two parties shall be renewed and attested.

Article 10:

The employer shall pay the expenses and costs of the residence visa of the employee.

Article 11:

The two parties have agreed that the Federal Law by Decree No. 11 of 2008, as amended, the Executive Regulations thereof, Cabinet Resolutions and the complementary rules thereof, shall be their reference in clarifying the rights and obligations of the two parties, or in interpreting the provisions hereof.

This contract is made in two original copies in Arabic, one for each party to act accordingly.

First Party

Signature

Second Party

Signature.

Contract Form

Employment on Special Contract

This contract is made on / / 20

Between

Federal Entity / Authority / Corporation: (First Party)

Represented by:..... in his capacity as:.....

And

Employee:Second Party

Nationality:Passport No: () ID No ()

Address:

In UAE:.....

Outside UAE:.....

The two parties agreed on the following:

Article I:

The Second Party shall be appointed by the First Party to work in the position of () Grade () against a basic salary of AED () only, and a total salary of AED () including the following benefits (provided that the total salary of the employee including the benefits shall not exceed the upper limit set by the Cabinet Resolution in this regard..

A-

B-

C-

D-

E-

There will be no duality in payment of the same to the spouse of the employee who works for the Federal Government.

Article 2:

The total salary of the national employee, set in Article (1) hereof, shall include the following allowances, taking into account that the amount of each allowance must be indicated as follows:

- 1- UAE nationals social allowance
- 2- Social allowance for children
- 3- Cost of living allowance
- 4- Accommodation allowance.

Article 3:

The term of this contract shall be (two years) maximum as of / / ending on / / 20 . The term may be renewed for a similar term.

Article 4:

The Second Party acknowledges that it has reviewed the Federal Law by Decree No 11 of 2008 concerning human resources in the Federal Government, as amended, the Executive Regulations thereof, and the Code of Ethics and Professional Conduct Document for Civil Service, declaring that it shall observe all duties and refrain from all the prohibited acts provided for therein and the decisions related thereto.

Article 5:

The Second Party shall be obliged to implement all duties and responsibilities of the job or any other assignment related thereto.

Article 6:

The Second Party shall report to work at times and days set forth in the Executive Regulations of the Federal Law by Decree No 11 of 2008 concerning human resources in the Federal Government, as amended

Article 7:

The Second Party shall undergo a six- month probation period as of the date of commencement, which may be extended for three months. The First Party may terminate the service of the Second Party during this

period after serving a five working-day notice. The Second Party may resign during the probation period after notifying the First Party by a similar notice on the date set for resignation.

Article 8:

Provisions of the leaves set forth in the Decree Law No. 11 of 2008 concerning human resources in the Federal Government, as amended, shall apply to the Second Party.

Article 9:

The First Party shall have the right of not renewing this contract, and may revoke it before its expiry date at any time provided that the Second Party shall be notified in writing one month prior to the date set for revocation. In this case, the First Party shall pay to the Second Party, an amount equivalent to the total salary for one month as a compensation for revoking the contract.

Article 10:

The Second Party may resign by sending a resignation letter to First Party including a notice period of two months. The resignation shall be accepted unless the First Party takes the appropriate decision on the same and notifies the Second Party within 15 days of submitting the resignation.

Article 11:

The reasons of service termination contained in article (101) of the Federal Law by Decree No. 9 of 2011 concerning the amendment of some provisions of the Federal Law by Decree No. 11 of 2008 on human resources in Federal Government and the Executive Regulations thereof, shall apply to the Second Party.

Article 12:

This contract shall end by the expiry date thereof, unless the two parties agree on renewing it.

Article 13:

The employer shall pay the fees of the residency of the employee.

Article 14:

The Second Party shall be entitled, on the expiry of service, to an end of service gratuity and cash reimbursement for his accumulated annual leaves according to the Decree Law No. 11 of 2008 concerning human resources in the Federal Government, as amended, the Executive Regulations thereof and the Cabinet Resolutions.

This contract is made in two original copies in Arabic, one for each to act accordingly.

First Party

Second Party

Signature

Signature

Contract Form
Temporary Employment

This contract is made on / / 20

Between

Federal Entity / Authority / Corporation: (First Party)

Represented by:..... in his capacity as:.....

And

Employee:Second Party

Nationality:Passport No: () ID No ()

Address:

In UAE:.....

Outside UAE:.....

The two parties agreed on the following:

Article I:

The First Party agreed to appoint the Second Party, as per this contract, in the post of () Grade () against a lump sum salary of AED (), to be paid thereto at the end of each month.

Article 2:

The maximum term of this contract shall be three months as of / / ending on / / . The First Party may extend the term for a period of no more than three months.

Article 3:

The Second Party acknowledges that it has reviewed the Federal Law by Decree No 11 of 2008 concerning human resources in the Federal Government, as amended, the Executive Regulations thereof, and the Code of Ethics and Professional Conduct Document for Civil Service, declaring that it shall observe all duties and refrain from all the prohibited acts provided for therein and the decisions related thereto.

Article 4:

The Second Party shall perform all duties and responsibilities of the job or any other assignment related thereto.

Article 5:

The Second Party shall report to work at times and days set forth in the Executive Regulations of the Federal Law by Decree No 11 of 2008 concerning human resources in the Federal Government, as amended

Article 6:

The second party shall undergo a one month probation period as of the date of commencement. The First Party may terminate the service of the Second Party during this period after serving a notice of five working days. The Second Party may resign from his post during the probation period after notifying the First Party by a similar notice on the date set for resignation.

Article 7:

The Second Party shall be entitled to the following leaves:

- 1- Unpaid leave for five continuous or separate days.
- 2- Compassionate leave with a lump sum pay.

3- Sick leave with a lump sum pay according to a medical report approved by an official authority for a period of no more than five working days. Any additional day shall be unpaid.

Article 8:

This contract shall expire on its expiry date or by terminating the service of the Second Party for any of the reasons listed in Article (101) of the Federal Law by Decree No. 9 of 2011 amending some provisions of the Federal Law by Decree No. 11 of 2008 on human resources in the Federal Government and Executive Regulations thereof.

Article 9:

If the First Party wishes to renew this contract, it shall notify the Second Party of the same before the expiry date thereof by serving a written notice to the Second Party. Thereafter, the contract shall be renewed and attested by the two parties.

Article 10:

The two parties have agreed that the Federal Law by Decree No. 11 of 2008, as amended, the Executive Regulations thereof, Cabinet Resolutions and the complementary rules thereof, shall be their reference in clarifying the rights and obligations of the two parties, or in interpreting the provisions hereof.

The two parties have agreed that the Federal Law by Decree No. 11 of 2008, as amended, the Executive Regulations thereof, Cabinet Resolutions and the complementary rules thereof, shall be their reference in clarifying the rights and obligations of the two parties, or in interpreting the provisions hereof.

This contract is made in two original copies in Arabic, one for each party to act accordingly,

First Party

Signature

Second Party

Signature.

Contract Form

Part-time Employment

This contract is made on / / 20

Between

Federal Entity / Authority / Corporation: (First Party)

Represented by:..... in his capacity as:.....

And

Employee:Second Party

Nationality:Passport No: () ID No ()

Address:

The two parties agreed on the following:

Article 1:

The First Party agreed to appoint the Second Party as a part-time employee in the post of () Grade () against a lump sum salary of AED ().

Article 2:

The Second Party hereby undertakes to work for the First Party for () hours per day or a period of () days a week, during the official working hours provided for in the Executive Regulations of the Decree Law No. 11 of 2008 concerning human resources in the Federal Government as amended.

Article 3:

The term of this contract shall be one year as of / / and ending on / /
The term may be extended on an annual basis by agreement of the two parties.

Article 4:

The Second Party acknowledges that it has reviewed the Federal Law by Decree No 11 of 2008 concerning human resources in the Federal Government, as amended, the Executive Regulations thereof, and the Code of Ethics and Professional Conduct Document for Civil Service, declaring that it shall observe all duties and refrain from all the prohibited acts provided for therein and the decisions related thereto.

Article 5:

The Second Party shall undergo a six- month probation period as of the date of commencement, which may be extended for three months. The First Party may terminate the service of the Second Party during this period after serving a five working-day notice. The Second Party may resign during the probation period after notifying the First Party by a similar notice on the date set for resignation.

Article 6:

The Second Party shall be subject to the Training & Development System and Employee Performance Management System applied at the Federal Government level.

Article 7:

The Second Party shall be subject to the provisions of part-time employment contained in the Executive Regulations of the Decree Law No. 11 of 2008 on human resources in the Federal Government, as amended, as regards performance reward, transfer and promotion.

Article 8:

The Second Party shall be granted the leaves stipulated in the provisions of part-time employment contained in the Executive Regulations of the Federal Law by Decree No. 11 of 2008 on human resources in the Federal Government, as amended.

Article 9:

The reasons of service termination contained in Article (101) of the Federal Law by Decree No. 9 of 2011 amending some provisions of the Federal Law by Decree No. 11 of 2008 on human resources in Federal

Government and Executive Regulations thereof, shall apply to the Second Party.

Article 10:

If the First Party wishes to renew this contract, it shall notify the Second Party of the same before the end of its term by serving a written notice as per the Second Party's grade. Thereafter, the contract between the two parties shall be renewed and attested.

Article 11:

The two parties have agreed that the Federal Law by Decree No. 11 of 2008, as amended, the Executive Regulations thereof, Cabinet Resolutions and the complementary rules thereof, shall be their reference in clarifying the rights and obligations of the two parties, or in interpreting the provisions hereof.

This contract is made in two original copies in Arabic, one for each party to act accordingly.

First Party

Signature

Second Party

Signature.

Contract Form

Employment of UAE National Experts & Consultants

This contract is made on / / 20

Between

Federal Entity / Authority: (First Party)

Represented by:..... in his capacity as:.....

And

Nationality:Passport No: () ID No ()

Address:

In UAE:.....

Outside UAE:.....

Job: Consultant / Expert in the area of (), (hereinafter referred to as (Second Party)).

The two parties agreed on the following:

Article 1:

Contract Period

The term of this contract shall be two years maximum as of / / and ending on / / 20 . The term may be renewed for a similar term.

Article 2:

Consolidated Salary

The Second Party shall be entitled to:

- A monthly consolidated salary of AED (), which includes all bonuses, allowances, en of service gratuity and benefits as agreed upon.
- Medical insurance, as per applicable rules.

However, the Second Party is not entitled to claim any of the employee allowances, remunerations, financial or in-kind benefits mandated by any laws, regulations or resolutions in force or to be issued thereafter.

Cabinet Resolution No 21 of 1999 still apply to military retirees

Article 3:

Duties and prohibitions

The Second Party undertakes to carry out his duties and refrain from the prohibited acts stipulated in the Federal Law by Decree No 11 of 2008 concerning human resources in the Federal Government, as amended, the Executive Regulations thereof, and the Code of Ethics and Professional Conduct Document for Civil Service. The Second Party shall also maintain confidentiality and non-disclosure of any information and other relevant laws or regulations applicable in the Federal Government.

Article 4:

Leaves

The Second Party shall be entitled to the following leaves:

- 1) Paid annual leave up to 22 working days
- 2) Unpaid leave for five working days maximum.
- 3) Sick leave for seven continuous or separate working days
- 4) Compassionate leave as per conditions set forth in the Executive Regulations
- 5) Maternity Leave for 45 working days
- 6) Public holidays for federal entities as stipulated in Article 100/5 of the Executive Regulations.

Article 5:

Tasks & Responsibilities

The Second Party undertakes to perform the tasks and assignments specified by the First Party and attached herewith, which are deemed to form an integral part thereof. Such tasks and assignments may be modified or changed by the First Party, provided the same or any other tasks assigned by the First Party shall be completed according to the time frame agreed upon.

Article 6:

Periodic Reports

The Second Party shall submit periodic reports to the department concerned regarding the business completed by him or under his supervision, stating any difficulties encountered and recommendations and solutions needed to overcome such difficulties.

Article 7:

Notice Period

The First Party may revoke this contract before its expiry date at any time provided that the Second Party shall be notified in writing one month prior to the date set for revocation. The Second Party may also request termination of the contract by notifying the First Party in writing one month before termination date. The resignation shall be accepted unless the First Party takes the appropriate decision on the same and notifies the Second Party within 15 days of submitting the resignation. The Second Party shall continue to perform his duties until the end of notice period, which may be shortened by the First Party as work exigency may require.

Article 8:

Reasons of Termination

The reasons of service termination stipulated in the Human Resource Law in the Federal Government and Executive Regulations thereof, shall apply to the Second Party.

Article 9:

Retirement Contribution

Upon signing an employment contract with a UAE national, the ministry or Federal Entity shall specify the amount of each of the allowances set out hereunder, if applicable. These allowances shall be considered part of financial or in-kind benefits granted to an expert / consultant to form together the basic salary, for the purpose of pension contribution calculation as per the rules applied by the General Pension and Social Security Authority.

- Accommodation allowance:.....
- Cost of living allowance:.....

- Social allowance:.....
- Children's allowances:.....

Cabinet Resolution No 21 of 1999 shall apply to military retirees

Article 10:

The Entire Contract

Unless otherwise provided in this contract, the Human Resource Law in the Federal Government and Executive Regulations thereof, shall apply.

Article 11:

Competent Courts

All disputes arising from the implementation of this contract shall be the exclusive jurisdiction of the federal courts of United Arab Emirates.

Article 12:

Language Governing the Contract

This contract is made in two originals, in Arabic and English. In case of any discrepancy, the Arabic version shall prevail.

First Party

Signature

Second Party

Signature.

Contract Form

Employment of Non-national Experts & Consultants

This contract is made on / / 20

Between

Federal Entity / Authority: (First Party)

Represented by:..... in his capacity as:.....

And

Nationality:Passport No: () ID No ()

Address:

In UAE:.....

Outside UAE:.....

Job: Consultant / Expert in the area of (), (hereinafter referred to as (Second Party)).

The two parties agreed on the following:

Article I:

Contract Period

The term of this contract shall be two years maximum as of / / and ending on / / 20 . The term may be renewed for a similar term.

Article 2:

Consolidated Salary

The Second Party shall be entitled to:

- A monthly consolidated salary of AED (), which includes all bonuses, allowances and benefits as agreed upon.
- Medical insurance, as per applicable rules.

However, the Second Party is not entitled to claim any of the employee allowances, remunerations, financial or in-kind benefits mandated by any laws, regulations or resolutions in force or to be issued thereafter.

Article 3:

Duties and prohibitions

The Second Party undertakes to carry out his duties and refrain from the prohibited acts stipulated in the Federal Law by Decree No 11 of 2008 concerning human resources in the Federal Government, as amended, the Executive Regulations thereof, and the Code of Ethics and Professional Conduct Document for Civil Service. The Second Party shall also maintain confidentiality and non-disclosure of any information and other relevant laws or regulations applicable in the Federal Government.

Article 4:

Leaves

The Second Party shall be entitled to the following leaves:

- 7) Paid annual leave up to 22 working days
- 8) Unpaid leave for five working days maximum.
- 9) Sick leave for seven continuous or separate working days
- 10) Compassionate leave as per conditions set forth in the Executive Regulations
- 11) Maternity Leave for 45 working days
- 12) Public holidays for federal entities as stipulated in Article 100/5 of the Executive Regulations.

Article 5:

Tasks & Responsibilities

The Second Party undertakes to perform the tasks and assignments specified by the First Party and attached herewith, which are deemed to form an integral part thereof. Such tasks and assignments may be modified or changed by the First Party, provided the same or any other tasks assigned by the First Party shall be completed according to the time frame agreed upon.

Article 6:

Periodic Reports

The Second Party shall submit periodic reports to the department concerned regarding the business completed by him or under his supervision, stating any difficulties encountered and recommendations and solutions needed to overcome such difficulties.

Article 7:

Notice Period

The First Party may revoke this contract before its expiry date at any time provided that the Second Party shall be notified in writing one month prior to the date set for revocation. The Second Party may also request termination of the contract by notifying the First Party in writing one month before termination date. The resignation shall be accepted unless the First Party takes the appropriate decision on the same and notifies the Second Party within 15 days of submitting the resignation. The Second Party shall continue to perform his duties until the end of notice period, which may be shortened by the First Party as work exigency may require.

Article 8:

Reasons of Termination

The reasons of service termination stipulated in the Human Resource Law in the Federal Government and Executive Regulations thereof, shall apply to the Second Party.

Article 9:

The Entire Agreement

Unless otherwise provided in this contract, the Human Resource Law in the Federal Government and Executive Regulations thereof, shall apply.

Article 10:

Competent Courts

All disputes arising from the implementation of this contract shall be the exclusive jurisdiction of the federal courts of United Arab Emirates.

Article 11:

Language Governing the Contract

This contract is made in two originals, in Arabic and English. In case of any discrepancy, the Arabic version shall prevail.

First Party

Second Party

Signature

Signature

Annex No (2)

Table (a) - Entitlements of official Missions

Job Title & Grade of Employee on duty	Station	Head of Delegation		Member of Delegation/Lone Delegate	
		Hospitability		Hospitability	
		NA	Full	NA	Full
U/Secretary or Asst. U/Secretary of Federal Entity or Equivalent	Travel Allowance	3000	1500	3000	1500
	Delegate Chair Allowance	1050	525	-	-
	Total	4050	2025	3000	1500
Special Grade Officials up to Grade (2) & Equivalent	Travel Allowance	2500	1250	2500	1250
	Delegate Chair Allowance	750	375	=	=
	Total	3250	1625	2500	1250
Grade (3) & below	Travel Allowance	2000	1000	2000	1000
	Delegate Chair Allowance	500	250	-	-
	Total	2500	1250	2000	1000

Table (b) –Air tickets for employee on official duty or attending training course/program overseas

Position Grade	Travel Class
U/Secretaries, Director Generals, Asst. U/Secretaries & equivalent in Federal Entities; President and judges of Federal Supreme Court, heads of	First Class by Air or equivalent by other travel means

Federal Appellate Courts and of Trial Courts and equivalent.	
Special Grade Employees & Members of the Judiciary up to Grade (3)	By Air on Business Class or equivalent
Employees on Grade (1) & below and rest of the Judiciary staff	By Air on Economy Class or equivalent

Table (c) –Travel Allowance for employees attending training course/program overseas

Job Title & Grade of Employee on duty	Hospitality	
	N/A	Full
U/Secretaries, Director Generals, Asst. U/Secretaries & equivalent in Federal Entities	3000	1500
Special Grade Officials up to Grade (2) & Equivalent	2500	1250
Grade (3) & below	2000	1000

Annex No (3)

On Workplace Violations

Note: Deduction shall be from total salary to implement the penalty

Type of Violation	Gradation of penalty over three-month period		
	First Time	Second time	Third Time
First: unjustified violations related to working hours			

Late reporting to work for less than two hours, beyond that shall be considered absence	Written Caution	Written Warning	1- day deduction from salary
Absence for less than 3 days or less without acceptable excuse	1- day salary deduction + days of absence	2- day salary deduction + days of absence	3- day salary deduction + days of absence
Absence for more than 3 and less than 10 days	3- day salary deduction + days of absence	4- day salary deduction + days of absence	5- day salary deduction + days of absence
With deprivation of salary payment for days of absence			
Second: Violations related to signing in and out, as per procedures adopted in the Federal Government			
Failure to log in and out without an acceptable excuse	1- day salary deduction	2-day salary deduction	3- days deduction from salary
Abuse of in and out logging system	5- day salary deduction	Referral to Violations Committee	Referral to Violations Committee
Third: Violation related to leaving workplace without permission or an acceptable excuse:			
Leaving workplace without permission of direct superior or acceptable excuse	Written Caution	Written Warning	1 day salary deduction
Fourth: Violations related to punctuality at work			
Unjustifiable presence in places other than the workplace	Written Caution	Written Warning	1 day salary deduction
Sleeping during working hours	5- day salary deduction	Referral to Violations Committee	Referral to Violations Committee

Annex No (4)

On Technical Allowance

Category Entitled to Allowance	Allowance Percentage
<ul style="list-style-type: none"> Engineers of all specialties – university degree holders, including IT and agricultural engineers Jobs which require a university degree or equivalent in Computer Science, IT or Geology 	50% of Basic Salary and AED 5000 maximum
Assistant engineers in the area of auxiliary engineering, IT, Agricultural Guidance - holders of Diploma and Secondary School Certificate	30% of Basic Salary and AED 250 maximum

