



United Arab Emirates
The Federal Authority for Government Human Resources

This translation of the text of Federal Law by Decree No. 11 of 2008 on human resources in the federal government for the purpose of identifying articles of the law and have no legal authority and the Arabic text in the case of disagreement.

Cabinet Resolution No (13) For 2012
On the Executive Regulations of Federal Law by Decree No (11) for
2008 Regarding Federal Government Human Resources
and Amendments thereof

The Cabinet,

Having reviewed the Constitution;

- And Federal Law No. (1) for the year 1972 regarding the jurisdictions of ministries and powers of ministers and amending laws thereof;
- And Federal Law No. (7) for the year 1999 Issuing the Pensions and Social Security Law and amendments thereof;
- And Federal Law by Decree No. (11) for 2008 Regarding Federal Government Human Resources and Amendments thereof;
- And Federal Law No. (8) for the year 2011 on the reorganization of the State Audit Institution;
- And Federal Law by Decree No. (11) for 2008 Regarding Rules for Preparation of General Budget and Final Accounts
- And Cabinet Resolution No. (13) for 2010 on the Executive Regulations of Federal Law No.11 for the year 2008 Regarding Federal Government Human Resources;
- And based on what was presented by the Director General 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 Regulation, the following words and expressions shall have the meanings assigned against each unless the text stipulates otherwise:

State:	United Arab Emirates
Government:	Government of the United Arab Emirates
Cabinet:	Cabinet of the United Arab Emirates

Ministry:	Any ministry established as per Federal Law No. (1) for 1972 regarding the jurisdictions of ministries and powers of ministers and amending laws thereof, or any other laws
Federal Entity:	Federal authorities and public establishments
Authority:	The Federal Authority for Government Human Resources
Minister:	the highest ranking official in a ministry
Chairman:	Chairman of the Board of Directors of the Federal Authority for Government Human Resources
Budget:	General Budget of the Government
Human Resource Law:	Federal Law by Decree No.11 for the year 2008 Regarding Federal Government Human Resources, as amended
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
Manpower 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 allowances
HR Department:	The administrative unit responsible for human resources in a ministry or federal entity
year:	Calendar Year
Month:	A unit of time corresponding to 30 days
Working Day:	Any day in which normal business is conducted in Federal ministries and authorities
Competent Committee:	The committee to be formed by the Ministry of Health to assume the functions prescribed HR Law.
Official Medical Facility:	Public hospitals and medical centres; Ministry of Health and local medical institutions authorized to approve medical reports issued by private medical facilities
Organizational Unit:	Division of functions in Federal entities' Organizational Structure

Article (2)

Applicability

The provisions of this Regulation shall apply to civil servants who get paid from the budget and the civil servants working for the Federal entities, except those employees

who work for ministries and federal entities having their own employment systems by law.

Article (3)

HR Department

The HR department shall implement the strategic goals 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 HR Law and these Regulations. 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 these Regulations or any other decisions or system pertaining to human resources.

Article (4)

The concerned organizational units in a ministry or federal entity shall abide by the principles and policies stipulated in the HR Law and these Regulations and ensure applying them to employees in a fair and equitable manner, in order to create a work environment conducive of improved performance.

CHAPTER TWO

Human Resource Planning

Organization Structure and Job Descriptions

Article (5)

1. Each ministry and federal entity shall set up its own organization structure in line with its functions and requirements and submit it to the Cabinet for approval.
2. Any amendment to the organizational structure at departmental level shall be made by the Cabinet, while any approval below this level shall be the jurisdiction of the minister.

Article (6)
Manpower Budget

A ministry or federal entity shall design jobs required by all organizational units across its organization 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 ministry or federal entity, avoiding any overlap or conflict between these jobs, as per the provisions of Job Evaluation and Description System issued by the Cabinet on recommendation of the Authority.

Article (7)

Each Federal entity shall have, as part of its general budget, an annual manpower budget comparable to its approved organization structure.

Article (8)

The minister or whoever he authorizes may make amendments to the financial allocations of vacant posts in the approved human resource 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 ministry or federal entity or on funds allocated to human resources, and as per the provisions of the Law issuing Rules for Preparation of General Budget and Final Accounts and amendments thereof.

Article (9)
Types of Employment

Vacant posts in each ministry or federal entity shall be filled by any of the following employment types:

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

Article (10)
Full-time Employment Contract

Full-time employment is employment in which the employee works the full number of hours throughout the prescribed working days, in accordance with the rules defined in these Regulations. A full-time employee is entitled to full salary and benefits of the post he occupies.

Article (11)
Part-time Employment Contract

1. A part-time employment is employment in which the employee works a limited number of the total hours or days prescribed for full-time work in these Regulations. 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 vacant post, taking into account the following:
 - a) The daily working hours will be determined within no less than 14 hours and no more than 28 hours per week, or
 - b) Specified working days during the weekly working days, and 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 specified according to work conditions and requirements

Article (12)
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 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 are 7 hours per day
 - c. Working days per year are equivalent to 240 days
 - d. Working hours for a full-time employee are 1680 hours per year
 - e. Working hours for a part-time employee are the total 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. An employee appointed on a part-time contract may be granted, by a decision of the minister or whoever he authorizes, a special bonus for outstanding achievements or suggestions that contribute to improvement of performance.
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, these Regulations and the Performance Management System.
8. It shall not be allowed to do part-time work for more than one employer.

9. A non-National employee shall obtain a valid residence permit, either on the sponsorship of the employer or the spouse, and according to the laws in force.

Article (13)

Temporary Employment Contract

1. Temporary employment is employment in which the employee works the full number of hours throughout the working days, in accordance with the rules defined in these Regulations, for a period of three months renewable for a similar term. The employee receives during this period only the monthly salary and financial benefits assigned to his position as per the schedule of grades and salaries
2. A ministry or federal entity may appoint employees on temporary contracts under the following conditions:
 - a) Availability of a vacancy.
 - b) Appointment shall be on a temporary contract for a period not exceeding three months, renewable for a similar term.
 - c) The employee shall receive the monthly salary and financial benefits assigned to the position as per the Grades and Salary Scale
 - d) An employee appointed on temporary contract shall be entitled to the following leaves with a lump sum monthly salary:
 - i. Mourning leave
 - ii. Sick leave based on a certified medical report from a competent medical facility for a period not exceeding five successive or interrupted working. Any leave in excess of this period shall be without pay.
 - iii. Leave without pay for a period of five successive or interrupted days.
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 obtain a valid residence permit, either on the sponsorship of the employer or the spouse, and according to the laws in force.

Article (14)

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 contact 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 under the provisions of the Decree Law and Pensions and Social Security Law.

Article (15)

The Chairman may appoint any talents needed by the ministry or federal entity on a special contract in any of the vacant higher posts available (Grade 2 & above), under the following conditions:

1. Availability of higher vacant posts.
2. The contractual period shall not exceed 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 minister or whoever he authorizes shall approve all professional and financial privileges as required by his ministry, within the approved budget and pursuant to the regulations prescribing the maximum ceiling for special contracts as determined by the Authority, in coordination with the Ministry of Finance and the approval of the Cabinet.

Article (16)

General Provisions

1. An employment contract shall not be signed by the two parties prior to an appointment decision by the competent authority, subject to the conditions set out hereunder:
 - a) The employee shall successfully complete all medical examinations and tests.
 - b) He has to present original academic qualifications or true copies thereof, duly authenticated by the competent authority in UAE, along with authenticated work experience certificates

2. He shall assume his duties within two month from the date of signing the employment offer or as specified by the ministry or federal entity. The period may be extended for a similar term.
3. Employment termination rules set forth in Article (101) of HR Law and the provisions of these Regulations shall apply to special contracts.

Article (17)

Appointment

Search & Selection

1. A ministry or federal entity shall seek to select and appoint the most qualified candidates to fill the vacant posts, adhering by the standards of excellence, efficiency, fairness and objectivity throughout the search and selection stages.
2. The HR department in each ministry or federal entity shall search for the best candidates to fill their vacant posts in the following manner:
 - a) From nominees within the ministry or federal entity:
 - o Where a qualified candidate is available to fill the vacancy within the ministry or federal entity by transference 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 promotion will be finalized as per the provisions and procedures prescribed in this regard.
 - b) From nominees outside the Federal entity:
 - o In the absence of suitable candidates for the vacant post from within the ministry or federal entity or non-availability of candidates who fulfill the transfer or promotion criteria, the HR department at that entity shall try to find suitable candidates using outside sources such as:
 - Advertising the vacant post on local or foreign newspapers or on the Federal entity's website.
 - Employment agencies.
 - Personal contacts to recruit qualified and experienced candidates.

Article (18)

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 precaution to guarantee credibility of results. Arrangements may also be made to conduct remote interviews with carefully selected candidates or through internationally recognized employment agencies.
3. The interviewer or each member of the interview committee, as required, shall select the candidate best suited for the position in terms of qualifications and personal and professional qualities.
4. The HR department shall provide the selected candidate, during the final interview session, with general information about the ministry or federal entity.
5. The ministry or federal entity may provide a candidate selected from abroad, with a travel ticket, in addition to accommodation expenses.

Article (19)

Appointment Process

The HR department at the Federal entity shall undertake the responsibility of managing and coordinating employment process, in addition to providing technical assistance and advice to concerned departments and sections in order to secure their needs for suitable candidates.

Article (20)

General Conditions of Appointment

Without prejudice to any conditions and requirements regarding appointment, and the imperative that the candidate must produce necessary supporting documents to this effect, candidates are required to meet the following eligibility criteria in order to be considered to fill a public post:

1. Be of good conduct and reputation;
2. Be 18 years of age or older;

3. Possess the required qualifications and work experience certificates, duly authenticated and equated by the competent authority in UAE.
4. Successfully complete 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 freedom-restricting 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.

Article (21) **Appointing Authority**

Notwithstanding the provisions of Article (9) of these Regulations, the powers of appointment to the posts shown hereunder shall be as follows:

1. The posts of Undersecretary and Director General in independent authorities: by a Federal Decree upon approval of the Cabinet.
2. Posts of Assistant Undersecretary and Executive Director in independent authorities: by Cabinet Resolution.

Appointment contracts of these posts shall be endorsed by the competent minister in accordance with Appointment Contract Forms annexed hereto.

3. The competent minister or whoever he authorizes shall have the powers to approve appointment contracts for other positions, as per Appointment Contract Forms annexed hereto.

Article (22) **Salary on Appointment**

1. 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 from the date he actually commences work.
2. 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.

Article (23)

Probationary Period

1. Except for the posts of Undersecretary and Director General in independent Federal authorities, other employees appointed for the first time shall work under probation for a period of three months calculated as from commencement date of their work, extendable for a similar term.
2. The immediate supervisor shall closely monitor, according to clear guidelines, the performance and conduct of the employee during the probation period and provide him with assistance and advice to improve his performance and attitude. Prior to the end of probation period and based on the assessment outcome, the supervisor shall either recommend regular appointment of the employee 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 a 5 working days written notice.
4. An employee may resign his job during the probation period by giving 5 working days notice to 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.

Article (24)

The Legal Oath

1. An employee undertakes, prior to stating his work, to read the Code of Ethics and Professional Conduct Document for Civil Service abide by its provisions. An

employee shall also give the legal oath prescribed for Federal Government employees in accordance with the form annexed hereto.

2. A signed copy of the oath shall be kept in the employee's file.

CHAPTER THREE

Bonuses and Allowances

Grades and Salary Scale

Article (25)

1. All ministries shall have a unified grades and salary scale issued by a Cabinet Resolution on the recommendation of the Authority, and according to the following criteria:
 - 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- The Grades and Salary Scale shall be set on the basis of the total salary.
2. The provisions of paragraph (1) of this Article shall not apply to ministries and federal entities that have their own employment systems. These ministries and entities shall prepare, in coordination with the Authority and Ministry of Finance, a grades and salary scale to be issued by a Cabinet Resolution.
3. Grades and Salary Scale, along with allowances applicable in ministries and federal entities at the time these Regulations are issued, shall be retained until the issuance of a new Grades and Salary Scale. The period of stay in a grade stipulated in the aforementioned scale shall be cancelled.

Article (26)

Minimum Salary Limit of National Employees

The minimum Remunerations of UAE National employees shall be determined by a Cabinet Resolution, and shall be reviewed as required.

Article (27)
Updating Grades and Salary Scale

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

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

Article (28)

1. A National employee is entitled to a monthly allowance for a Master's Degree or equivalent or a PhD or equivalent 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 these Regulations.
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 (29)

Technical Allowance for National Engineers and Technicians

Nationals performing engineering, technical and agricultural jobs shall be granted a technical allowance according to percentages shown hereunder:

Category Entitled to Allowance	Allowance Percentage
• Engineers of all specialties – university degree holders, including IT and agricultural engineers • Jobs which require a university degree or equivalent in areas of IT, E-commerce or Geology	50% of Basic Salary and AED 5000 maximum
Assistant engineers in areas of engineering, IT, Agricultural Guidance - holders of Diploma and Secondary School Certificate	30% of Basic Salary and AED 250 maximum

1. 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) He must be performing a job in engineer, assistant engineer, technician, or as an agricultural or assistant agricultural engineer.
 - c) He must not be occupying a post of undersecretary or assistant undersecretary.
2. Nationals in IT jobs who hold Secondary Certificates shall continue to receive their technical allowance granted to them previously by approval of the Committee on IT Job Titles at the General Information Authority, on the same basis as before.
3. Non-Nationals in IT jobs shall continue to receive their technical allowance granted to them previously, on the same basis as before.
4. Ministries and federal entities shall treat any case in accordance with the provisions of these Regulations.

Article (30)

Mechanism for Including New Jobs to Technical Allowance Entitlement

Firstly: Mechanism to include new jobs to technical allowance entitlement:

The Federal Authority for Government Human Resources shall be tasked with classifying and determining jobs eligible for technical allowance, in coordination with ministries and federal entities.

Secondly: Mechanism to identify and classify new jobs eligible for technical allowance

1. Ministries and federal entities that consider it necessary to add new jobs in respect of technical allowance, shall provide the Authority with a case study on jobs recommended for allowance, along with:

- a) Job descriptions of each job recommended
 - b) A statement showing the importance of each job in relation to similar jobs at the same level in other departments and sections.
 - c) A comparison of salaries and wages in the labour market for jobs required to be classified as technical.
 - d) An estimate of expected costs and numbers of employees occupying these jobs in the concerned entity and other federal entities with similar jobs.
 - e) A statement of competing agencies that recruit qualified employees in jobs comparable to those recommended for the technical allowance, supported by statistics.
 - f) Employee turnover and timeframe required to attract candidates to fill the targeted jobs, supported by statistics.
2. Once the above study is ready, the concerned ministry or federal entity shall submit it to the Authority for verification prior to referring it to the joint committee between the Authority and Minister of Finance.
 3. If the Authority is convinced that the study satisfies the requirements, then the director of HR department at the concerned entity will be notified to refer the case to the joint committee.

Article (31)

Retirement of Nationals

1. With the exception of those appointed on a temporary contract, 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 (32)

Annual Allowance

An employee shall be entitled to a periodical annual allowance which is added to his basic salary, on the basis of his performance appraisal outcome during the year as per the Performance Management System. The allowance entitlement shall take effect on

January 1 or subsequent July 1, after a minimum of one year from the date of his appointment, according to the Performance Management System.

CHAPTER FOUR

Transfer, Secondment & Loan

Article (33)

An employee may be transferred to any other vacant posts within the ministry or federal entity or to any other ministry or federal entity, provided such transfer does not affect the employee's grade and total salary, with the exception of allowances and bonuses related to the job, 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. In this case, 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 ministry or federal entity to which the employee is transferred shall bear any costs incurred as a result of the transfer, including any variation in installments of the contribution to the Pension Scheme of General Pension and Social Security Authority.
5. An employee's transfer outside the ministry or federal entity shall require the agreement of both releasing and receiving entities.
6. An employee may be transferred to a position appropriate to his medical conditions, based on a report by the medical committee, and as per the transfer rules stipulated in these Regulations.
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 receiving entity, provided he meets the requirements of such post as per the provisions of the

Law, these Regulations, 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 ministry or 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 subsequent fiscal year.

In all cases, the transfer of an employee shall not affect his acquired rights.

Article (34) **Transfer Authority**

Authority of transfer shall be as follows:

1. The posts of Undersecretary and Assistant Undersecretary: decision by the minister, where the transfer is within the ministry or federal entity, and a decision by the competent authority in case of transfer outside the ministry.
2. All other posts: Decision by the minister or whoever he authorizes in case of transfer within the ministry or federal entity, and by the approval of both ministers in case of transfer to any other ministry

Article (35) **Secondment**

Upon a decision by the Minister or whoever he authorizes, an employee may be seconded within or outside the ministry or federal entity to perform the duties of a vacant post or to replace an absent employee, under the following conditions:

1. An employee shall not be seconded to perform more than one job in addition to his current job.
2. An employee may be seconded in addition to the current job or on a full-time basis in the entity he is seconded to.

3. The secondment period shall not exceed six months, extendable for similar terms.
4. The position an employee is seconded to, shall be either in the same grade level or two grades higher maximum.
5. No employee on probation shall be seconded during the probationary period.
6. No employee shall be seconded to a higher position if his performance appraisal level for the previous year was unsatisfactory as per the Performance Management System.
7. A seconded employee shall abide by all rules applicable in the receiving entity, except the annual allowance, promotion and termination of service.
8. The secondment may be terminated at any time prior to the end date.
9. Disciplinary penalties enforced on a seconded full-time employee who commits an offence outside the ministry or federal entity shall be the responsibility of the receiving entity, according to administrative procedures and penalties therein.

Article (36)

A seconded employee shall be entitled to a secondment allowance from the receiving entity as of the date he commences work, at a rate of 25 percent of starting basic salary of the post he is seconded to, provided that:

1. Secondment is in addition to the current job
2. The secondment period is more than two months.

Article (37)

An employee may, during or upon termination of secondment period, be transferred or promoted to the position he is seconded to, as per transfer rules set forth in Chapter Four and promotion rules stipulated in Chapter Six of these Regulations.

Article (38)
Loan

An employee may be loaned, upon a decision by the Minister or whoever he authorizes, to any ministry or federal or local entity, and by a Cabinet Resolution to any Arab/regional/international agencies or organizations, under the conditions shown hereunder:

1. The approval of the competent authority in each of the employee's entity and the organization he is loaned to
2. Written consent of the employee to be loaned and whenever the period is extended
3. Salary, Allowances and Benefits:
 - a- The loaned employee shall receive his total salary, leaves and other entitlements from the receiving organization, throughout the loan period.
 - b- Where an employee is seconded to regional or international organizations outside the UAE, he shall receive his total salary from his original entity in addition to any other payments/benefits received from the organization he is loaned to. The Cabinet may grant the employee extra benefits, as required. The employee is also entitled to leaves from the organization he is loaned to.
4. The loan to a ministry or a federal or local entity inside the UAE shall not extend for a period longer than one year, and the employee shall then return to his original entity or be transferred to the organization he was loaned to, as per applicable transfer rules.
5. The loan to any Arab/regional/international agencies or organizations shall be for a period not exceeding one year, renewable.
6. Ministries or federal entities have the right to fill a position vacated due to loan inside or outside the UAE. Upon return of the employee from loan, he shall be re-instated to a position specified by his original entity, without affecting his grade or total salary.
7. The duration of loan shall be reckoned in respect of pension or retirement benefits.

8. A loaned employee shall abide by all policies and procedures applicable in the entity he is loaned to, except those related to termination of service, which is the responsibility of his original entity.
9. An employee shall not be loaned during probationary period.
10. A loaned employee shall be disciplined by his receiving entity, in line with the disciplinary penalties effective therein. His original entity must be notified of the disciplinary violation and any administrative penalties imposed on him.
11. The performance of a loaned employee shall be assessed in coordination with the receiving entity, and as per the Performance Management System for Federal Government employees.
12. A loaned employee may be promoted by his original entity during the loan period, according to procedures applicable therein. In any case, the loaned employee is not entitled to any leaves from the original entity.
13. Upon a decision by the Minister, or whoever he authorizes, an employee may be loaned from any of:
 - The local government entities, for a period no longer than one year, extendable for a similar term, provided the original entity bears all his salaries and other benefits;
 - Arab/regional/international governments, entities or organizations for a period up to one year extendable for a similar term, provided the original entity bears all his salaries and entitlements. Otherwise, coordination with the Ministry of Finance will be required in case the Federal entity has to bear any remunerations, expenses or costs.

Article (39)

1. The loan shall terminate in the following cases:
 - a) At the end of the loan period or extension thereof;
 - b) Upon a written request of the employee and consent of both entities;
 - c) At the request of the competent authority in the original entity or receiving entity.

2. The employee shall return to his original entity within five working days after the end date of the loan, in case the loan is inside the UAE and within one month if it is outside the UAE.
3. The party wishing to terminate the loan must give the other a written two-month notice before the end of loan.

CHAPTER FIVE

Performance and Reward **Performance Management System**

Article (40)

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 ministry and federal entity;
 - c) align individual objectives of employees with the objectives of the ministry and federal entity;
 - d) encourage individual achievement and teamwork spirit; and
 - e) encourage continuous learning and development.
2. The performance of employees shall be measured in accordance with the Performance Management System for Federal Government employees issued by the Cabinet on recommendation of the Authority.

Article (41)

Upon a decision by the Minister, distinguished employees may be granted a special monetary reward for any suggestions that contribute to improvement of performance in the ministry they work for, as per the guidelines proposed by the Authority and approved by the Cabinet.

CHAPTER SIX

Promotion

Article (42)

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

Article (43)

Career Promotions

Employees may be promoted according to 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 a redistribution of duties and responsibilities, according to the following conditions:
 - 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 his current total salary, whichever is higher.

Article (44)

Financial Promotions

Upon a decision by the Minister, an employee may be granted a financial promotion in his current grade, not exceeding 10 percent of the basic salary, provided he fulfils the performance level required for promotion eligibility pursuant to the Performance Management System

Article (45)
Exceptional Promotions

Upon approval of the Minister, a distinguished employee may be exceptionally promoted pursuant to the Performance Management System, and in the following manner:

1. Promotion shall be to a vacant post higher than his current post by two grades maximum, provided that he is granted the starting salary of the new grade, or an increase of 20 percent of his current total salary, whichever is higher, provided the employee should possess the skills and competencies commensurate with the new position.
2. The employee may be granted a financial promotion not exceeding 25 percent of the basic salary of his current 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 (46)
Promotion Rules

Promotions shall be made under the conditions set out hereunder:

1. Availability of funds.
2. Availability of a vacant post in case of financial and exceptional promotions.
3. A promotion decision issued by the appointing authority
4. Promotion shall be effective as of the date its decision is issued, 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.

CHAPTER SEVEN

Training & Development

Article (47)

General Policy

Ministries and federal entities are committed to qualify their human resources 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 (48)

Ministries and federal entities shall develop 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 (49)

Training Needs Analysis

1. The annual Training Needs Analysis for each ministry and federal entity shall be aligned with the overall strategic goals and policies of the Government or the federal entities.
2. Each ministry and federal entity shall analyze its training and development needs through different sources, including:
 - a. Description of jobs, and matching them with educational qualifications and work experience of incumbents;
 - b. Annual performance appraisals;
 - c. Views of managers on their employees' performance and areas of improvement.
 - d. Employees perceptions of competencies they need to improve their performance;
 - e. Changes in work systems and conditions
 - f. Restructuring and resulting need for new jobs;
 - g. Any other source deemed fit.

3. The HR department shall undertake the responsibility of studying and identifying the training needs, in coordination with relevant units and their employees with a view to:
 - a. Identifying the competencies and abilities expected of all employees at various levels to achieve the Federal entity's objectives;
 - b. Identifying the level of skills or knowledge required to enable the employees to improve their performance;
 - c. Identifying the skills and competencies required at the next level of career path and preparing the employee for such skills and competencies.
4. In the light of training needs analysis results, each ministry and federal entity shall develop an annual training and development plan for its employees.
5. The HR department shall be responsible for implementing the annual training and development plan following the budget approval.
6. Each ministry and federal entity shall prepare the overall training and development budget annually, incorporating all estimates for training and development program to be implemented during a particular fiscal year.
7. The HR department undertakes the evaluation of training progress through:
 - a. Evaluation by trainees;
 - b. Managers' evaluation of training impact on trainees' performance;
 - c. Evaluation of training providers;
 - d. Any other tools used to evaluate training and its impact.
8. A ministry or federal entity may amend the annual training and development plan at any time and for any reason, as required by the interest of work, and upon recommendation of the concerned department or section, in coordination with the HR department and approval of the competent authority, as long as it is within the approved budget.

Article (50) **Scholarships**

- a. A ministry or federal entity may sponsor UAE National high school graduates to study professional and technical specializations in accordance with the legislation issued in this regard.

- b. A ministry or federal entity may also sponsor some UAE Nationals working for it to complete their university and higher studies or to obtain accredited occupational qualifications in accordance with its needs and in light of the provisions laid down in Articles (82) to (88) hereof.

CHAPTER EIGHT

Business and Training Travel

Article (51)

Section One

Business Trips

Competent Authority Delegating Business Trips

1. The delegation to travel for business within and outside the UAE shall be by a decision of the competent Minister or whoever he authorizes. The Minister may delegate non-government employees to travel overseas for business or attach them to official missions. The delegated employee shall be treated according to the rates determined 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 assigned to travel, the destination and duration of the trip.

Article (52)

Duration of Business Trip

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

Article (53)
Duties of a Delegate

Employees travelling on business duties shall:

1. Observe the standards of ethical conduct 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 department of any obstacles that may be encountered during the trip so as to alleviate them through official channels.
4. Provide, as soon as they return, a detailed report on the official business trip they have been delegated to perform.

Article (54)
Travelling Expenses

1. Overseas Business Travel Allowance

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 per the table shown hereunder.

Delegate's Grade and Position	Delegate's Status	Head delegation		Member or solely delegated	
		Hospitality		Hospitality	
	Entitlements	None	Full	None	Full
U/ Secretary or Assistant U/Secretary & Equivalent	Travel Allowance	3000	1500	3000	1500
	Head Delegation Allowance	1050	525	-	-
	Total	4050	2025	3000	1500
Employees on Special Grade up to Grade 2 & Equivalent	Travel Allowance	2500	1250	2500	1250
	Head Delegation Allowance	750	375	-	-
	Total	3250	1625	2500	1250
Employees on Grade 3 & Above	Travel Allowance	2000	1000	2000	1000
	Head Delegation Allowance	500	250	-	-
	Total	2500	1250	2000	1000

2. Hospitality Expenses

- a. An employee delegated to travel on overseas official business trip shall be regarded as fully entertained if the country of destination provides accommodation, food and transport allowance or expenses.
 - b. If the country of destination does not provide, during the trip, any of the expenses referred to in Para (a) above, the trip shall be deemed partially covered, and his entity must then pay the travel allowance in full.
3. The allowances shown in the table referred to above for heads of delegations who are assigned to represent the UAE on official overseas business trip shall be increased by the following rates:
- a. 35% if the head delegation is an Undersecretary or Assistant Undersecretary and equivalent
 - b. 30% if the head delegation is an employee on Special Grade or equivalent
 - c. 25% if the head delegation does not fall within the foregoing categories as shown in the above table.
4. The employee shall be entitled to 50% of the allowances shown above if fully entertained by the country of destination

Article (55) **Airline Tickets**

The travel class for the employee delegated to travel on overseas official business shall be according to the following schedule:

Position	Travel Class
Undersecretaries, Assistant Undersecretaries and equivalent posts, Chairman of the Federal Supreme Court and its judges and the heads of courts of first instance and equivalent grades	First class by air or equivalent by any other means of travel
Employees on Special Grade up to Grade 2 & other delegation members from the judiciary	Business class air or equivalent by any other means of travel.

Employees on Grade 3 and below	Economy class by air or equivalent by any other means of travel
If an employee is travelling as member of delegation chaired by a Minister or Director General	Business class air or equivalent by any other means of travel.

Article (56) **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 employee may be paid before travelling abroad a special advance upon a written request, provided that the advance shall not exceed 50% of the travel allowance. The advance value shall be deducted from his travel allowance within a period not later than one month from his return. If the employee has been paid the said advance and failed to travel for any reason whatsoever, he must refund the same forthwith to his entity, otherwise it will be deducted from the first salary paid to him.
4. The entity of the employee delegated to travel on official business shall be responsible for obtaining the required destination visas from the relevant agencies. Meanwhile the employee shall be responsible for ensuring that his passport and all other official documents are in good order and valid at all times.

Section Two **Training Courses & Programs**

Article (57)

1. Employees will be given the opportunity to pursue training courses outside the UAE or allowed to join training courses or programs within the UAE so that they can keep

abreast with new developments theoretically and practically, as well as acquire administrative, technical and behavioural experiences and skills. While this training is essential in developing the trainees' competencies and skills in the field of their work, the completion of such training course or program will not result in obtaining an academic qualification.

2. A ministry or federal entity shall identify the annual training needs for its employees in light of the approved strategic objectives and policies thereof, and analyse training and development needs using various sources such as annual performance appraisals for the employees and their supervisors.

Article (58)

Authorization of Training Travel

The authorization of employees to join training courses or programs shall be by a decision of the competent Minister or whoever he authorizes, whether the training course or program is held within or outside the UAE, with or without expenses or pursuant to agreements made in this connection.

Article (59)

Nomination for Training Courses and Programs

1. Employees may be delegated to travel for training courses or programs within and outside the UAE within the financial allocations approved for the purpose.
2. A ministry or federal entity nominating its employees to attend training courses and programs shall:
 - a. 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.
 - c. Deprive the candidate who fails to attend a training course or program for unacceptable reasons, of nomination for any training courses or programs for a period of six months.

Article (60)
Conditions for Training Travel

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 competent authority 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, and based on the Performance Management Systems and Training and Development System of the Federal Government employees, issued by the Cabinet on recommendation of the Authority.
3. Must be acquainted with the language in which the training course or program will be conducted so as to be able to benefit from it.

Article (61)
Duties of Trainees

An Employee travelling to attend a training course or program abroad shall comply with the following:

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.

Article (62)
Term of Training Courses

The term of training course shall be determined by the duration of the training course or program, in addition to travel days to destination and back, as follows:

1. A maximum period of three weeks in case the training course or program is held outside the UAE. The Minister may waive this condition if the duration exceeds such period.

Article (63)
Training Travel Expenses

A. Overseas training Allowance

An employee delegated to participate in a training course or program outside the UAE shall be entitled to the allowances shown below. He shall be entitled to 50% of the allowance if fully entertained by the training provider

Trainees Grade and Job	Hospitality	
	None	Full
U/ Secretary or Assistant U/Secretary & Equivalent	3000	1500
Employees on Special Grade up to Grade 2 & Equivalent	2500	1250
Employees on Grade 3 and below	2000	1000

B. Trainees' Expenses:

1. 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.
2. 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 a full day.
- c. The ministry or 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 shall not

exceed 100 km from the place of work and the course should extend for more than one day.

Article (64)
Airline Tickets

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

1. Round trip air ticket for the employee from the place of work in 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 according to the following schedule:

Position	Travel Class
Undersecretaries, Assistant Undersecretaries and equivalent posts, Chairman of the Federal Supreme Court and its judges and the heads of courts of first instance and equivalent grades	First class by air or equivalent by any other means of travel
Employees on Special Grade up to Grade 2 & other delegation members from the judiciary	Business class air or equivalent by any other means of travel.
Employees on Grade 3 and below	Economy class by air or equivalent by any other means of travel

Article (65)
Other Expenses

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

Article (66)
Termination of Employee's Training

The Minister or whoever he authorizes may terminate a employee's participation in a training course or program if his circumstances, work exigency or public interest so require.

CHAPTER NINE

Leave

Article (67)

Types of Leave

Leaves are classified according to the following:

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.

Article (68)
Annual Leave

1. Permanent employees are eligible for a leave with pay in advance, upon the approval of the competent authority, as follows:
 - a) 30 working days for the Undersecretary, Assistant Undersecretary and senior positions.
 - b) 22 working days for the remaining positions.
2. The annual leave shall be approved only after the probationary period is successfully completed.
3. The competent authority may recall the employee from his annual leave before completing its duration if the work necessities so require. In such a case, the employee shall be entitled to cash compensation for the unused annual leave days.
4. In special cases, and subject to approval of his direct supervisor, an employee may, after starting the annual leave, request 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 provisions of Human Resource Law.
6. If an employee's leave changes due a promotion or grade adjustment, his annual entitlement shall be amended accordingly as of the date of promotion or grade adjustment.
7. If an employee falls sick during his annual leave, the sick leave shall not be reckoned in respect of the annual leave.
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 following the end of the annual leave, as per the rules governing sick leaves set out herein.

Article (69)

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. Subject to the provisions of Para (3) of Article (68) of these Regulations, 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. The employee shall not be entitled while in service, to any cash in lieu of the remaining and unused balance of his annual leave.
4. 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.
5. 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 (70)

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

Article (71)

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.

Article (72)

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 from an approved medical authority.
2. The employee must inform his immediate supervisor 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.
 - b. If the sick leave exceeds the maximum limit referred to above, the sick leave shall then be granted as per an approved medical report from the medical committee.
5. If the employee exceeds the maximum sick leave of 15 working days per year, the Minister or whoever he authorizes shall refer the employee to the medical committee to decide on his health condition.
6. The competent Minister or whoever he authorizes may, in the event of recurrent sick leaves, shall refer the employee to the medical committee for medical examination and preparing a detailed medical report showing the validity of the sick leaves and his medical fitness to work.
7. A sick leave that continues for a period exceeding 6 months shall be granted according to a medical report by the competent medical committee, and may be

extended for a further period not exceeding six months, or the employee may be recommended for termination of service as being medically unfit to work.

8. The sick leave shall be reckoned towards the employee's period of service for which he is entitled to end of service gratuity or pension pay. The employee shall be entitled to the total salary for the sick leave period.
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 recommend for termination of service on medical grounds, in accordance with the provisions of the Pension and Social Security Law.
10. For the purpose of applying the provisions of this Law, occupational 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 Para 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 occupational injury.

Article (73)

Maternity Leave

1. A permanent female employee is entitled to an uninterrupted paid maternity leave for two months and it may commence two weeks prior to the expected date of delivery, subject to submission of a medical report from her medical doctor. This provision shall not apply to temporary female employees.
2. A nursing employee, after the maternity leave, or any other leave combined with, comes to an end, and for the duration of four months from recommencement of work, may leave her workplace during working hours for two hours per day for the purpose of feeding 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, annual leave and unpaid leave may be combined.
4. Weekends and official holidays that occur within the period of maternity leave shall be counted as part of the maternity leave, and also weekends and official holidays that coincide with 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 given sick leave.
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 (74)

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 (75)

Compassionate / Iddah Leave

Compassionate Leave:

1. An employee is entitled to a paid compassionate leave as follows :
 - a. For five working days in case of the death of first degree relatives (father, mother , son , daughter, or spouse)
 - b. For three working days in case of the death of second degree relatives (grandparents , brothers and sisters or grandchildren)
2. Compassionate leave, annual leave and unpaid leave may be combined.

3. In case compassionate leave occurs while on annual leave, the concerned employee may extend his annual leave or the compassionate leave entitlement can be credited to his annual leaves balance.
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 relationship of one spouse is considered equivalent to the degree of relationship of the other.

Article (76) **Iddah Leave**

1. A Muslim female employee whose husband dies is entitled to a paid special leave amounting to four months and ten days as of the date of the death of her husband. Such leave shall not be deducted from her other leave entitlements.
2. The employee shall inform her direct superior of the death of her husband by any means available to her at the time either in person or through any of her relatives or co-workers and should submit the death certificate of her deceased husband ,approved and authenticated by the competent authorities within or outside the UAE as the case may be.
3. Accrual of entitlements such as end of service gratuity, pension and annual leave continues as usual during the Iddah leave.

Article (77) **Hajj (pilgrimage) Leave**

1. A Muslim employee is entitled to a fifteen working days paid hajj leave to perform the Hajj rites with a maximum limit of two times during the service provided that a period of not less than ten years must elapse between the two times.

2. Hajj leave may be combined with annual leave.
3. Hajj leave shall be granted only if the employee has successfully completed the probation period. The employee shall submit an approved evidence of performing the hajj on his return.
4. Weekends and official leaves shall not count as part of the Hajj leave.
5. Hajj leave shall not be an acquired right; accordingly it shall not be included in calculating annual leave credit at the end of service.

Exceptional Leaves

Article (78)

Special Leave

1. The Minister, or whoever he authorizes, may grant a national employee a fully paid special leave for carrying out specified tasks related to representing the country in national sports or cultural teams or for any similar purpose, not necessarily directly related to the ministry's work, on an official request from the official authority concerned with type of requested participation and to the period therein specified.
2. Conditions for granting a special leave:
 - a. The selected employee shall have the required qualifications; specialized expertise, skills or talent in the fields mentioned 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 plans of the requesting authority.
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 shall be calculated in proportion to the remaining days of the year.

5. The period spent on special leave shall constitute part of the service in calculating annual allowance, promotion and pension entitlements.
6. By the expiry of the special leave, the requesting authority shall furnish a report to be submitted to the employee's original entity on the type of work and level of performance achieved by the employee during the special leave with the requesting authority.

Article (79)

Patient Accompanying Leave Outside UAE

1. The Minister, or whoever he authorizes, may grant a national employee a full paid exceptional leave for a period not exceeding two months, extendable, to accompany any patient, regardless of degree of kinship, receiving medical treatment abroad based on a medical report from an official medical authority.
2. The Minister, or whoever he authorizes, may extend the leave subject to submission of an authenticated medical report duly authenticated by the UAE Embassy.
3. On recommencement of work after the end of leave, the employee shall submit a medical report to his entity on the patient's medical condition issued by the competent medical authority which has administered the treatment, duly authenticated by the UAE Embassy, and endorsed by the competent committee inside the UAE. In case of failure to do so, the employee's direct superior shall submit a recommendation to the HR department to take the necessary actions including referral to the disciplinary committee.

Article (80)

Patient Accompanying Leave Inside UAE

1. The Minister, or whoever he authorizes, may grant a national employee a full paid exceptional leave for a period not exceeding two months, extendable, to accompany his/her spouse or any of his relatives up to fourth degree, who are receiving medical treatment inside the UAE, according to a medical report from

an official medical authority confirming the patient's need for an accompanying person in hospital or outside.

2. The Minister, or whoever he authorizes, may extend this exceptional leave subject to submission of an authenticated medical report on the case, confirming the patient's need for an accompanying person.
3. On recommencement of work after the end of such exceptional leave, the employee shall submit a medical report on the condition of the patient issued by the competent medical authority which has administered the treatment inside the UAE. In case of failure to do so, the employee's direct superior shall submit a recommendation to the HR department to take the necessary actions including referral to the disciplinary committee.

Article (81) **Study Leave**

1. Without prejudice to the provisions of Article (50) of these Regulations, a ministry or federal authority may, subject to approval of the Minister, or whoever he authorizes, sponsor some of its national employees by granting 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 Minister, or whoever he authorizes, may also grant paid (gross salary only) full-time or part-time study leave within or outside the UAE for the purpose of obtaining 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 ministry or federal entity.

Article (82) **Rules for Granting Study Leaves**

A national employee shall fulfill 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.

2. The employee shall maintain a performance appraisal that satisfies the expectations, as per the Performance Management System.
3. The employee shall obtain an acceptance offer from an institution or university, accredited by the Ministry of Higher Education and Scientific Research which clearly indicates the type of study, specialization and duration of study program.
4. The proposed academic or professional qualification is in line with the employee's career path and nature of the work and needs of the ministry or federal entity
5. No employee shall combine two study leaves at a time.
6. The employee has not 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 Minister, or whoever he authorizes, decides otherwise at his own discretion.
8. The Minister, or whoever he authorizes, may grant an employee a period of six months to study foreign language abroad or within the UAE which may be further extended for not more than another six months, subject to 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 ministry or 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 part of the employment service for the employee and effectively considered in entitlement accruals of annual allowance entitlement as per the Performance Management System; and end of service gratuity or pensions
12. Performance appraisal of an employee on study leave shall be conducted based on educational attainment and reports received by his entity.

Article (83)

Notwithstanding the provisions of Para (7) of Article (85) of these Regulations:

1. The Minister may extend a study leave of an employee for urgent circumstances that require extending the study leave according to the following rules:
 - a) The employee's performance meets the expectations
 - b) The application for extension is based upon sound academic justifications or requirements raised by the academic institution
2. The Minister 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 (84)

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 study in accordance with the approved study schedules
2. Complete study requirements within the prescribed and approved period.
3. Obtain the proposed academic qualification
4. Not to change his field of specialization, educational institution or country without prior approval from the Minister, or whoever he authorizes.
5. Serve the sponsoring entity for a period equal to the period he spends on study leave. However, it is possible to spend such period working for a ministry or a federal or local government authority approved by the Ministry, or whoever he authorizes. 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 the provisions of scholarships and study law, except for the salaries received from his entity.

6. Report to work within fifteen days, if the study leave is within the UAE, and within one month maximum if the study leave is outside the UA, as of the date of 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 (85)

A study leave may be terminated, based on a decision issued by the Minister, or whoever he authorizes, if the employee on leave:

1. Discontinues study without an acceptable excuse for more than three months based on academic reports issued by UAE Embassy, Cultural attaché or diplomatic commission.
2. Changes assigned field of study, educational institution or designated country without obtaining prior approval from the Ministry or whoever he authorizes or the president of the federal entity's board or whoever he authorizes.
3. 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.
4. Fails to join the study program within three months as of the designated date of commencement. If the Minister or whoever he authorizes is not convinced by the employee's justifications, the non-attendance period shall be deducted from annual leave entitlements and whatever exceeds these entitlements shall be considered unpaid leave.
5. The Minister, or whoever he authorizes, may terminate the study leave if the work requirements or public interest deem so, in which case, the employee is exempted from refunding the expenses, tuition fees and financial allocations spent so far during the leave.
6. A study leave may be suspended at the request of the employee, subject to approval of the Minister, for one semester. In such case the study leave is to be extended for a period equivalent to suspension time.

7. Failing to successfully pass the prescribed exit examinations to move to the next phase of the study for more than once, the Minister, or whoever he may, if deemed necessary, waive the above provision by granting an extra chance.

In all cases, the above provisions shall not prejudice disciplinary enquiry if deemed necessary.

Article (86)

Notwithstanding the provisions of Article 85 paragraphs (5 and 6), an employee shall refund all fees, expenses and financial allocations made to him for the full duration of his study with the exception of gross salary in the event of termination of the study for reasons set forth in the preceding Article.

Article (87)

Examination Leave

1. The Minister, or whoever he authorizes, may grant an employee who is registered for any distant-learning programs within 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. The duration of such leave is determined according to the examination timetable. The above is not applicable to monthly tests, admission interviews or study project discussions held during the semester.
2. A national employee may be granted an extra leave prior to the scheduled examination date mentioned in 1 above for a period not exceeding five working days, if the examinations are to be held within the UAE, and a period not exceeding ten working days, if the examinations are to be held in a foreign country, provided that the total number of days off shall not exceed twenty two 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 (88)
Unpaid Leave

1. The Minister, or whoever he authorizes, 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 a leave.
2. Conditions for granting unpaid leave:
 - a. The employee has exhausted his annual leave balances.
 - b. The granting of such a leave does not jeopardize the work interests and workflow
 - c. Any other conditions determined by the administration
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 (89)

Without prejudice to provisions of Article (101/11) of Human Resource Law, an employee shall not absent himself from work except within the limits of entitled leaves and in case of absence from work or failure to resume immediately after the expiry of an entitled leave, the following measures shall apply:

1. In case the competent authority accepts the excuse for absence provided by the employee, the period of absence shall be deducted from his annual leave entitlements, if the period is more than leave entitlements the extra period shall be deemed as unpaid leave.
2. In case the competent authority refuses the excuse provided for absence by an employee he shall be penalized as set forth in the table of offences committed during official working hours and the period of interruption shall be considered unpaid leave.

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

Article (90)
General Rules on Leaves

1. The Leave to which an employee is entitled shall be granted within limits decided by the competent authority.
2. An employee period of service shall be continuous during leaves and duly considered in entitlements accruals such as annual allowance, end of service gratuity and pension, except for unpaid leaves.
3. An employee shall resume work immediately after the expiry of his leave, otherwise shall be deemed absent from work.
4. An employee shall not be entitled to any of prescribed leaves during an unauthorized absence from work.
5. The competent authority may allow an employee to take more than one type of leaves successively, pursuant to the provisions of Human Resource Law.
6. During an employee's period of transfer, secondment or of loan, to an another entity, leaves and other entitlements shall be calculated up to the last day before the effective date of transfer, secondment or of loan. Thereafter, his leave entitlements shall be authorized by the receiving entity, in accordance with applicable regulation therein.

In case of extension beyond the specified retirement age, an employee shall be entitled to all such leaves which may be entitled before reaching retirement age.

CHAPTER TEN
Workplace Violations

Article (91)

1. An employee shall demonstrate appropriate attitude and behavior in compliance with Code of Ethics and Professional Conduct Document for Civil Service and adhere to laws of the UAE. Any employee who fails to carry out his duties as set forth in the Human Resource Law, or deviates from 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 liable.
3. Competent criminal justice authorities shall be notified if the violation on the part of an employee amounts to criminal act.
4. An employee shall not be penalized more than once for the same act or offence or bear more than one penalty for a single offence.
5. No administrative penalty shall be imposed upon an employee until and unless a written investigation has been conducted, in which the employee's testimony is carefully heard and is allowed to present his defense.

Article (92)

Initial Investigation

1. The direct superior shall undertake initial investigation procedures once being aware, through complaint, verification or otherwise, about an offense committed by one of his subordinates that qualifies to be brought before the disciplinary committee.
2. The said employee shall be referred to the disciplinary committee if his direct superior finds enough evidences or clues to charge him with the offence.
3. Initial investigation may be conducted orally; to include its content in the referral request. A written investigation shall also be attached to the referral request.

Article (93)
General principles
Disciplinary Committee

A disciplinary committee called "Disciplinary Committee" shall be formed in each ministry or federal authority, upon a decision issued by the Minister to review offenses committed by employees- with the exception of irregularities associated with official working hours which are to be the responsibility of a direct superior- and impose administrative penalties shown below, except for the penalty of dismissal as per the Human Resource Law.

Article (94)
Formation of Disciplinary Committee

A disciplinary committee shall be set up with the Assistant Undersecretary for Support Services, or whoever is vested with equal position within the ministry or federal authority as chairman, and a number of members specified in the formation resolution, 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 (95)
Procedures for Referring an Employee to the Disciplinary Committee

1. The committee shall receive a notice requesting referral of an employee to investigation from the employee's superiors according to the organizational structure of the ministry or the federal entity indicating the alleged offence and the evidences associated with the offence.
2. The referred employee shall be summoned to investigation by a written notification signed by the Chairman of the disciplinary committee with a copy to the organizational unit to which the employee belongs; the notification shall include the alleged offence and the date and place of the hearing session, at least five days before the specified date.
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 three days before the fixed date for the second session.

4. If the said employee fails to appear before the disciplinary committee after the second notification, the committee may proceed to conduct the investigation in absentia after making sure that the concerned employee has received the notification.

Article (96) **Investigation procedures**

1. The disciplinary 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 defense 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.
3. The Chairman of the committee must allow the referred employee access to all the documents and give him ample time to prepare his defense memorandum.
4. The disciplinary committee shall hear and examine witnesses' testimonies, if available. The testimony of any witness shall not be heard in the presence of any other witness. All the procedures of investigating an offense and the resulting findings shall be confidential.
5. The disciplinary 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 (97)
Fundamentals of Administrative Investigation

The investigation shall be in writing and the investigator shall enter the following in the investigation minutes:

1. Date and time of writing
2. Name of investigator; the referral decision and issuing entity
3. Name of employee referred to investigation , his age , place of residence , his department, his job and job grade and a summary of the facts and events under inquiry
4. Record of the statements of witnesses heard
5. Reading out what is entered into the investigation minutes to the employee
6. The procedures taken; documents accessed and the time and date of completion of the minutes.
7. The signature of the investigator and any person who testified before him at the bottom of each page of the minutes
8. The statement of the employee and his line of defense

Article (98)
Action on Investigation

The committee may take of following actions on an investigated case:

1. Close the case for acquittal from charges
2. Close the case if the allegations against the employee do not amount to serious violation
3. Close the case for lack of enough evidence
4. Establish the liability of the referred employee for all or some of the allegations, in which case the committee shall take decisions by consensus or 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, imposing an appropriate administrative penalty as stipulated in Article (83) of Human Resource Law, except for dismissal from service.

5. The employee shall receive a written notification of the penalty imposed upon him and sign a copy of the decision as prove of receipt. The concerned entity shall be duly informed.
6. In case the committee decides that the offense investigated involves financial irregularity, the case shall be brought before the Minister or 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
7. 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.
8. 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 ELVEN

Institutional Culture

Article (99)

Code of Ethics & Professional Conduct Document in Civil Service:

1. All employees of the Federal Government shall have access to study the Code of Ethics & Professional Conduct Document in Civil Service and successfully complete training on the document within the time frame specified.
2. The HR Department within the Ministry or 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.

3. Any employee who fails to read, understand and undertake training on the said document within the specified timeframe shall be referred by the HR department to appear before disciplinary committee.

Article (100)
Official Working Days and Hours

Working days and working hours for ministries and 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:pm
3. The Minister may adopt a regulation organizing flexible working hours as required by work needs and conditions as long as it is within the limits of approved weekly working hours.
4. Official weekend for ministries for ministries and federal entities shall be Friday and Saturday
5. Official holidays for ministries and Federal entities shall be as follows:

Occasion	Month	Number of Days
New Hijry year	1 st of Moharram	One day
Birthday of Prophet Mohamed	12 th of Rabe'e Awal	One day
Al Isra & Mi'raj Eve	27 th of Ragab	One day
National Day	2-3 December	Two days
Fitir Eid (Small Barium)	from 29 th of Ramadan up to 3 rd Shawal	
Adha' Eid(Big Barium) Waqfa	9 th of Ze Alijja	One day
Aladha Eid (Big Barium)	10-12 Ze Alhijja	3 Days
New Year's Eve	1 st of January	One day

6. Except for those related to Eids, other holidays provided for in the previous paragraph may be transferred to the beginning or end of the working week if the holiday falls between two working days and, in no case, shall an official holiday be compensated for if such holiday occurs during another official holiday or normal weekends.

Article (101)

Shift System

A ministry or federal entity may apply shift system on all or part of the jobs or organizational divisions within its structure depending on the conditions and requirements of its work in condition that the total weekly working hours shall not exceed 48 hours.

Article (102)

Adherence to 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 Minister or chairman of federal entity, or whoever he authorizes, 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 arrive at work on time for any reason beyond his control, shall inform his direct superior.
4. Working hours are to be devoted to perform job duties and responsibilities and in no circumstance an employee shall leave work during working hours without prior permission from his direct superior.

Article (103)

Violations of Official Working Hours

1. The direct superior shall bear the highest responsible for reporting on adherence of his subordinates to working hours, and taking the necessary action to impose penalty and inform HR department of such violation.
2. HR department shall verify working hours violations and that the concerned direct superior is abiding by the penalties set forth in the table hereunder:

3. HR department shall make sure that direct superiors are carrying out their role in following up their subordinates' compliance with the prescribed working hours schedule; otherwise, the direct superior shall be referred to the disciplinary committee.
4. This table may be amended by a decision issued by the Chairman of the Authority if deemed necessary for work interest.

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 absent	Written Caution	Written Warning	1 day deduction from salary
Absence for less than 3 days	Written Warning	1 day deduction from salary	Two day deduction from salary
Absence for more than 3 and less than 10 days	1 day deduction from salary	2 days deduction from salary	3 days deduction from salary
With deprivation of salary payment for absence			
Second: Violations related to signing in and out			
Failure to log in and out without an acceptable excuse	Written Warning	1 day deduction from salary	2 days deduction from salary
Abuse of in and out logging system	1 day deduction from salary	2 days deduction from salary	3 days deduction from salary
Third: Violation related to leaving workplace without permission or an acceptable excuse:			
Leaving workplace without permission accepted by direct superior	Written Caution	Written Warning	1 day deduction from salary
Fourth: Violations related to abuse of office hours			
Unjustifiable presence in places other than workplace	Written Caution	Written Warning	1 day deduction from salary
Sleep during working hours	Written Warning	1 day deduction from salary	2 days deduction from salary

Notice: Deductions imposed as penalty for violation of working hours shall be made from the basic salary.

5. Penalties imposed upon employees shall be for a good reason 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 during one week, each one of the violations 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 in the table, regardless of the principle of gradation of penalties.
8. If the event an employee repeats the same violation for the fourth time within three months' time as of the date of the first violation, the penalty for the third violation shall be doubled and if it is repeated for a fifth time, the concerned employee shall be referred to the Undersecretary to take whatever decision he deems fit.
9. It shall be taken into account that deduction from salary should not exceed the equivalent of ten days' salary at a time and not more than sixty days' salary throughout the year. In case penalties imposed are more than that, the concerned employee should be referred to the disciplinary committee.

Article (104)

Administrative penalties shall be cancelled by the lapse of 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 deduction from basic salary

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. The aforementioned penalties shall not be cancelled in case the concerned employee commits any other violation during the aforementioned periods, however, the HR department shall keep a record of all violations and penalties imposed upon an employee as reference in his file.

Article (105)
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 and interest.
2. An employee who works on weekends shall be granted days equal to the number of days he works in the weekend in compensation.
3. If a weekend occurs within the days in which an employee is on an official mission, the employee may be granted days equal to the number of days he works in the weekend.
4. In all cases, an employee may not receive cash payment for work performed during a weekend.

Article (106)
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 interest.
2. An employee who works on official holidays shall be granted days equal to the number of days he works in the weekend 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 in the previous paragraph, if an official holiday occurs during an official business duty, the concerned employee shall be granted days equal to the number of days worked during such official holiday.

(107)

Overtime Work 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 direct superior of the said employee and approved by the director of the competent authority and the executive director, indicating 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 or below.
4. The number of overtime work hours is to be calculated only after the maximum number of prescribed official hours per week is performed by the said employee.
5. An employee may be granted leaves in lieu of overtime hours worked.
6. The compensation for overtime work must not exceed 30 percent of an employee's basic salary, or AED 1000 in a month.
7. The expenditure on overtime shall not exceed the budgetary allocation of overtime in the concerned ministry or federal entity.
8. The nature of assigned overtime work shall be consistent with the actual requirements of work.

CHAPTER TWELVE

Grievance Committee

Article (108)

Upon a decision by the Minister, a Grievance Committee shall be formed to look into complaints against administrative penalties, comprising of a number of members of whom none shall be a member of the disciplinary committee.

Article (109)

An employee may lodge a complaint, in writing, on administrative penalties imposed upon him by the disciplinary committee or on any other administrative procedure or decision issued against him other than that issued by the disciplinary 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.

Article (110)

Terms of Reference of the Grievance Committee

The Grievance Committee shall be responsible for looking into complaints submitted to it 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 disciplinary committee for further investigation and return it to the Grievance Committee to take one of the following decisions:

1. Rejection of grievance
2. Acceptance of grievance and amendment of penalty
3. Acceptance of grievance and cancellation of penalty

An employee who files a complaint shall, in no circumstance, be negatively affected and the grievance committee shall not amend the penalty by imposing a heavier one.

Article (111)

Decisions of the Grievance Committee shall be final with regard to written caution and written warning penalties.

Article (112)
Objection against the Grievance Committee Decisions

An employee may raise a complaint/objection against a decision taken by the Grievance Committee on penalties other than written caution and written warning, by presenting a written complaint signed by the appellant to the Grievance Committee formed within the entity and that is to be within three weeks as of the date of receiving decision notification, otherwise the decision shall be considered final.

Article (113)

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

Article (114)
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. The decision issued by the disciplinary committee;
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 complaint, the reasons upon which it is based and any documents deemed important to be attached.

Article (115)
Appeals & Objections Committee

Upon a decision by the Chairman of the Authority, an Objections Committee shall be formed to look into appeals and objections against decisions issued by the Grievance Committee on penalties imposed upon employees.

Article (116)
Mechanism of Handling Objections

The Objections Committee receives the appeal from an employee as per 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 submitted
2. In carrying out its responsibilities the Committee shall :
 - a) Assign whoever deemed appropriate to conduct necessary research 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 he deems 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 (117)

The Appeals and Objections Committee shall issue its decisions by consensus or majority, and in case of a tie the Chairman shall have a casting vote. The committee may issue its decisions as follows:

1. Adopt the Grievance Committee decision or mitigate it;
2. Return the decision to the issuing body for reconsideration;
3. Cancel the decision or consider it closed for lack of enough evidence.

Article (118)

The Appeals and Objections Committee shall inform the employee of the decision taken in writing, giving reasons for taking that decision. The appellant shall sign the acknowledgement of receipt of notice and inform his entity.

Article (119)

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

Article (120)

An employee may submit any complaint related to the work environment to the HR department and the HR department shall review such a complaint or decide to refer it to competent committees as required.

In all cases, an employee shall not complain against working hours, job grade, salary or benefits.

CHAPTER THIRTEEN

Termination of Service

Article (121)

The service of an employee shall end for any of the following reasons:

1. Resignation
2. 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 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 within one year.
12. Restructuring
13. Replacement, pursuant to the policy of nationalization of jobs. In such a case the employee shall be given a two-months notice before termination of service

Article (122)

Decision of terminating an employee's service according to the Article above, shall be the competent appointing authority, except in the following cases:

1. Where an employee is terminated based on a Cabinet Resolution at the recommendation of the competent Minister, 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 ministry.
2. Where an employee is terminated due to death, in which case a decision is to be issued by the Minister, or whoever he authorizes.

Article (123)

1. A resigned employee shall stay in job until the end of the notice period. However, the ministry may, at the employee's request, reduce the notice period upon acceptance of resignation and immediately terminate the employee's service, provided that the employee agrees to pay the amount fixed in lieu of notice, or agrees the same be deducted from his dues, provided that such period shall not be considered as part of the employee's service with the ministry.

2. The ministry 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 ministry.
3. The ministry may exempt a resigned employee whose request for reducing the notice period is accepted, from paying in lieu of the notice period to the ministry.

Article (124)

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 shall be paid an amount equivalent to his total salary for the notice period prescribed for his grade, in condition that such period shall not be considered part of his service with the ministry.

Article (125)

1. The competent appointing authority may terminate the service of an employee for unsatisfactory job performance, if his performance ratings are poor 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 be paid the equivalent of his total salary in lieu of the notice period, without affecting any of his other entitlements.

Article (126)

1. The competent authority may not renew the contract, or terminate the service of, an employee at any time in condition that he is given a written notice pursuant to the conditions provided for in the employment contract.

2. An employee whose service is terminated as a result of a court ruling or nationality withdrawal or invalidity, shall not be entitled to any payments in lieu of notice period.

Article (127)

The Authority is entrusted with the interpretation of regulations pertaining to human resources.

CHAPTER FOURTEEN

Final Provisions

Article (128)

An employee's accumulate leave balances shall be settled as follows:

1. A Federal Government employee shall be given a period of grace until 31st December , 2012, to take 150 days of his leave balances accumulated as of 4th February, 2009, or the total balance if less than this limit.
2. Accrued leaves referred to in the Para above shall be calculated in accordance with monthly entitlement stipulated in the Civil Service Law No (21) for the year 2001, and not on the bases of "working day" in the Human Resource Law.
3. Each ministry or federal entity shall establish its own regulations governing employees' leaves according to work conditions
4. An employee will receive cash payment in lieu of leave in the following cases:
 - a) If he cannot exhaust his entire leaves due to exigent work requirements and circumstances as per Para (1), up to 31st December 2012. Compensation amount will be paid for 38 days per year maximum, until the end of accumulated leave balance, provided that these leave accruals should not include any leave entitlements after 4th February 2009".
 - b) If an employee's service is terminated before 31 December 2012, he will then be entitled to cash payment in lieu of his leave balance
 - c) If the total leave balance on 4th February 2009 exceeds 150 days, the employee will then be entitled to cash payment in lieu of the remaining leave days.

- d) The cash payment will be calculated in cases referred to in Para (4), according to the basic salary as at 31st .December .2007, and will be deducted from funds budgeted for the purpose.

Article (129)
Signing Contracts

1. All employees assuming their duties at the time these Regulations are issued shall sign copies of the Contract Form annexed herein specifying types of employment contracts, within the timeframe decided by the Authority.
2. The HR Department shall refer any employee who fails to sign Contract Forms within the prescribed timeframe to the disciplinary committee for necessary action.

Article (130)

All decisions and rules in force at the time of issuance of these Regulations shall continue to be effective without prejudice to the provisions thereof, until new decisions and rules are issued.

Article (131)

The Cabinet Resolution No (13) for the year 2010 regarding the Executive Regulations issued by Decree Federal Law No (11) on Federal Government Human Resources, and any decisions or provisions contradicting the provisions of these Regulations shall be repealed.

Article (132)

These Regulations shall be effective as of the date of issuance and shall be published in the official gazette.

Mohammed Bin Rashid Al Maktoum
Prime Minister

Issued on: 18th Jamadi Al Akher, 1433 Hijri

Corresponding to 9th May, 2012

United Arab Emirates
The Cabinet

Oath of Office for Employees of the Federal Government

“I swear by Almighty Allah to be loyal to the United Arab Emirates and its President, and to observe its Constitution, and abide by the laws, regulations and rules of my employing authority, preserve as much as possible its funds, perform my duties sincerely and honestly, and keep the secrets of my job and any information, whatsoever, obtained in the course my duties as strictly confidential”

I have been sworn in the official oath in the presence of:

Name of Employee:

Signature of Employee:

Date: / /

This translation of the text of Federal Law by Decree No. 11 of 2008 on human resources in the federal government for the purpose of identifying articles of the law and have no legal authority and the Arabic text in the case of disagreement.

**United Arab Emirates
The Cabinet**

Form of Renewing an Employment Contract

It was agreed between:

Ministry of / First Party

And

Mr. / Second Party

Appointed on / / 20 , to renew his/her employment contract, concluded between the two parties on / / 20 under the same existing terms and conditions thereof for a period of () as of / / 20

First Party
Signature

Second Party
Signature

**United Arab Emirates
The Cabinet**

Full Time Employment Contract for Non-UAE Nationals
(Category A)

It was on, corresponding to / / 20 , this contract was concluded between Ministry / Authority / Establishment (First Party)
Represented by in his capacity as

And

Mr. (Second Party)

Nationality: Holder of passport No. () or ID No. ()

Address:

In UAE:

Out of UAE:

The two parties agreed on the following:

Article I:

A- The first party agreed 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 shall be granted the following advantages provided that his/her spouse, working for the Federal Government, does not enjoy the same benefits:

- 1- Appropriate accommodation or accommodation allowance as per the rules set for this purpose.
- 2- Annual tuition fees, not exceeding AED 10,000 for each child, with a maximum payment for two children starting from the primary school till the age of eighteen provided that they shall be resident in UAE. Documents proving this residence shall be submitted as an evidence.
- 3- Air tickets for the employee, spouse and three of their under-18 years old children at a total value of AED 3500 for each one, to be paid annually (after the lapse of one year after the date of employment).
- 4- Furniture allowance that is equal to the basic salary for seven months, provided that the amount shall not exceed AED 25000 for singles and equal to the basic

salary for nine months of a maximum amount of AED 30000 for the married employee according to the applicable rules of the Federal Government in this respect.

- 5- Water and electricity allowance of AED () according to the applicable rules of the Federal Government in this respect.

Article 2:

The term of this contract is one year starting as of / / and ending on / / The term may be renewed for another year as per the agreement of the two parties.

Article 3:

The second party shall acknowledge that it has reviewed the Federal Law by Decree No. 11 of 2008 concerning human resources in the Federal Government, as amended, the by-law, and the document of the principles of professional conduct and public position ethics, 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 be obliged to implement all duties and responsibilities of the job or any other assignment related thereto.

Article 5:

The second party shall attend at work at times and days set forth in the by-law and the Federal Law by Decree No. 11 of 2008 concerning human resources in the Federal Government departments, as amended, on the official working days and hours of the government.

Article 6:

The second party shall undergo a three month probation period as of the date of commencement. The period may be extended for a similar term. 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 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 departments, as amended.

Article 8:

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 department and the 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 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 agreed that the Federal Law by Decree No. 11 of 2008, as amended, the by-law thereof, decisions of the cabinet 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 was written in two original copies in Arabic, one for each party to work with accordingly.

First Party

Signature

Second Party

Signature.

**United Arab Emirates
The Cabinet**

Full Time Employment Contract for Non-UAE Nationals (Category B)

It was on, corresponding to / / 20 , this contract was concluded between Ministry / Authority / Establishment (First Party)

Represented by in his capacity as

And

Mr. (Second Party)

Nationality: Holder of passport No. () or ID No. ()

Address:

In UAE:

Out of UAE:

The two parties agreed on the following:

Article 1:

The first party agreed 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 the grade.

Article 2:

The term of this contract is one year starting as of / / and ending on / / The term may be renewed for another year as per the agreement of the two parties.

Article 3:

The second party shall acknowledge that it has reviewed the Federal Law by Decree No. 11 of 2008 concerning human resources in the Federal Government, as amended, the by-law, and the document of the principles of professional conduct and public position ethics, 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 be obliged to implement all duties and responsibilities of the job or any other assignment related thereto.

Article 5:

The second party shall attend at work at times and days set forth in the by-law and the Federal Law by Decree No. 11 of 2008 concerning human resources in the Federal Government departments, as amended, on the official working days and hours of the government.

Article 6:

The second party shall undergo a three month probation period as of the date of commencement. The period may be extended for a similar term. 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 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 departments, as amended.

Article 8:

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 department and the 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 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 agreed that the Decree Law No. 11 of 2008, as amended, the by-law thereof, decisions of the cabinet 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 was written in two original copies in Arabic, one for each party to work with accordingly.

First Party
Signature

Second Party
Signature.

This translation of the text of Federal Law by Decree No. 11 of 2008 on human resources in the federal government for the purpose of identifying articles of the law and have no legal authority and the Arabic text in the case of disagreement.

**United Arab Emirates
The Cabinet**

Form of Provisional Employment Contract

It was on, corresponding to / / 20 , this contract was concluded between Ministry / Authority / Establishment (First Party)
Represented by in his capacity as

And

Mr. (Second Party)

Nationality: Holder of passport No. () or ID No. ()

Address:

In UAE:

Out of UAE:

The two parties agreed on the following:

Article 1:

The first party agreed to appoint the second party, as per this contract, in the post of () Grade () against a lumpsum 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 / / and end on / / . the first party shall be entitled to extend the term for a period of no more than three months.

Article 3:

The second party shall acknowledge that it has reviewed the Federal Law by Decree No. 11 of 2008 concerning human resources in the Federal Government, as amended, the by-law, and the document of the principles of professional conduct and public position ethics, 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 be obliged to implement all duties and responsibilities of the job or any other assignment related thereto.

Article 5:

The second party shall attend at work at times and days set forth in the by-law and the Federal Law by Decree No. 11 of 2008 concerning human resources in the Federal Government departments, as mended, on the official working days and hours of the government.

Article 6:

The second party shall undergo a three month probation period as of the date of commencement. The period may be extended for a similar term. 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 enjoy the following holidays:

- 1- Unpaid leave for five continuous or separate days.
- 2- Mourning leave with a lump sum pay.
- 3- A lump sum sick leave 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 concerning the amendment of same provisions of the Federal Law by Decree No. 11 of 2008 concerning human resources of the Federal Government and the by-laws 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 provided that it serves a written notice to the second party as per its grade.

Thereafter, the contract shall be renewed and attested by the two parties.

Article 10:

The two parties agreed that the Decree Law No. 11 of 2008, as amended, the by-law thereof, decisions of the cabinet and the complementary rules thereof shall be their reference in clarifying the rights and obligations of the two parties or in interpreting the provisions thereof.

This contract was written in two copies in Arabic, one for each party to work with accordingly.

First Party
Signature

Second Party
Signature.

This translation of the text of Federal Law by Decree No. 11 of 2008 on human resources in the federal government for the purpose of identifying articles of the law and have no legal authority and the Arabic text in the case of disagreement.

**United Arab Emirates
The Cabinet**

Part-time Employment Contract

It was on, corresponding to / / 20 , this contract was concluded between:

Ministry / Authority / Establishment (First Party)

Represented by Mr. in his capacity as

And

Mr. (Second Party)

Nationality: Holder of passport No. () or 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 shall be obliged to work for the first party for a period of () hours / day or a period of (), days a week, during the official working hours provided for in the by-law 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 end on / / .

The term may be extended for another year through the agreement of the two parties.

Article 4:

The second party shall acknowledge that it has reviewed the Federal Law by Decree No. 11 of 2008 concerning human resources in the Federal Government, as amended, the by-law, and the document of the principles of professional conduct and public position ethics, 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 three month probation period as of the date of commencement. The period may be extended for a similar term. 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 6:

The second party shall be subject to the training and development system applied to the employees of the Federal Government and the applicable administrative system of the Federal Government.

Article 7:

The second party, as regards the payment of performance reward, transfer and promotion, shall be subject to the provisions of part-time employment contained in the by-law of the Decree Law No. 11 of 2008 concerning human resources in the Federal Government departments, as amended.

Article 8:

The second party shall be granted the leaves stipulated in the provisions of the part-time employment contained in the by-law of the Federal Law by Decree No. 11 of 2008 concerning human resources in the Federal Government departments, as amended.

Article 9:

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 department and the 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 grade. Thereafter, the contract between the two parties shall be renewed and attested.

Article 11:

The two parties agreed that the Federal Law by Decree No. 11 of 2008, as amended, the by-law thereof, decisions of the cabinet 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 was written in two original copies in Arabic, one for each party to work with accordingly.

First Party
Signature

Second Party
Signature.

This translation of the text of Federal Law by Decree No. 11 of 2008 on human resources in the federal government for the purpose of identifying articles of the law and have no legal authority and the Arabic text in the case of disagreement.

**United Arab Emirates
The Cabinet**

Employment by a Special Contract

It was on, corresponding to / / 20 , this contract was concluded between Ministry / Authority / Establishment (First Party)
Represented by in his capacity as

And

Mr. (Second Party)

Nationality: Holder of passport No. () or ID No. ()

Address:

In UAE:

Out of UAE

The two parties agreed on the following:

Article 1:

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 following benefits shall not exceed the maximum ceiling as per a decision by the cabinet in this regard).

A-

B-

C-

D-

E-

Provided that 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 one 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- Standard of living allowance
- 4- Accommodation allowance.

Article 3:

The term of this contract shall be (two years) in maximum as of / / and end on / / 20 . The term may be renewed for two additional years.

Article 4:

The second party shall acknowledge that it has reviewed the Federal Law by Decree No. 11 of 2008 concerning human resources in the Federal Government, as amended, the by-law, and the document of the principles of professional conduct and public position ethics, 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 attend at work at times and days set forth in the by-law and the Federal Law by Decree No. 11 of 2008 concerning human resources in the Federal Government departments, as amended, on the official working days and hours of the government.

Article 7:

The second party shall undergo a three month probation period as of the date of commencement. The period may be extended for a similar term. 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 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 be entitled to the right of not renewing this contract. It 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. The first party shall pay, in this case, to the second party, the value of the total salary for one month as a compensation for revoking the contract.

Article 10:

The second party may resign from its position as per a letter in writing including the notification of the first party by 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 fifteen 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 department and the 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 the service, to an end of service gratuity and cash reimbursement for his/her accumulated annual leaves according to the Decree Law No. 11 of 2008 concerning human resources in the Federal Government, as amended, by-law and the cabinet resolutions.

This contract was written in two original copies in Arabic, one for each.

First Party

Signature

Second Party

Signature

**United Arab Emirates
The Cabinet**

UAE National Full-Time Employment Contract

It was on, corresponding to / / 20 , this contract was concluded between: Ministry / Authority represented by in his capacity as (First Party)

And

Mr.

Nationality:

Passport No.:

ID No.:

Address:

Emirate:

Area:

Tel:

Mobile:

P.O. Box:

(Shall be referred to herein after the Second Party)

Preamble:

According to the appointment decision taken by the competent authority of the first party, No. () of the 20 dated / / , and whereas the second party has successfully passed all interviews, professional tests and medical examinations, and duly submitted all documents required for its appointment, and, as it 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 which 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 them 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/she 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

Without prejudice to article (5) below hereof, this contract shall enter into effect on /
/ till the end of the service of the second party for any of the following reasons:

- 1- Resignation
- 2- Retirement age
- 3- Death
- 4- Physical (health) unfitness
- 5- Functional inefficiency
- 6- By virtue of a federal decree
- 7- Removal from employment by a cabinet decision.
- 8- Dismissal from service due to an administrative violation or removal by a court judgment.
- 9- Denaturalization or withdrawal of nationality from the employee
- 10- Unjustifiable absence from work for ten consecutive days or twenty intermittent days in one year.
- 11- Restructuring.

Article 4:

- 1- The second Party shall acknowledge that it had reviewed the decree of the aforementioned law, by-law thereof; Code of Ethics and Professional Conduct Document for Civil Service.
- 2- The second party shall carry out all duties and responsibilities related to their job, and shall perform its assignments accurately and honestly according to the job description, and any other tasks assigned to it by its 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 decree of the aforementioned law, by-law 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, condition or consequential obligations of any other contract or job relations.

Article 5: Probation Period

The second party shall be subject to a three-month probation period that can be extended to a similar term. 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 from its job during the probation period after serving a five-day notice prior to the same.

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 rise in salary according to the annual assessment level of its performance and this allowance shall be added to the basic salary.

Article 8:

Provisions of the Decree law, by-law thereof and other systems and decisions related thereto, shall apply to the promotions, allowances, cash and annual rewards of 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 dues of the second party according to the effective legislations 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 all social security, as amended, shall apply to the second party as regards their 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, by-law thereof, decisions of the cabinet and the complementary regulations shall be their reference in clarifying the rights and obligations of the two parties or in interpreting the provisions hereof.

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

First Party

Signature

Second Party

Signature

This translation of the text of Federal Law by Decree No. 11 of 2008 on human resources in the federal government for the purpose of identifying articles of the law and have no legal authority and the Arabic text in the case of disagreement.

United Arab Emirates
The Cabinet

**A contract for organizing an Existing Functional Relation with a
UAE Citizen**

It was on, corresponding to / / 20 , this contract was concluded between: Ministry / Authority represented by in his capacity as (Shall be referred to herein after the First Party), and

Mr.

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 or career relation between the two parties has been going on and existing, and, as it is governed by the approved regulations of the Federal Government, the two parties agreed to sign this contract with the view of organizing this relation till it expires according to the provisions of clause 2 of article 3 hereof, and, as such, it was 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 its 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 () according to the distribution set below:

- Basic salary
- Accommodation allowance (single – married).
- Standard of living allowance.
- Transport allowance.
- Social allowance.
- Children's allowance.
- Nature of job allowance.
- Other benefits.

Article 3:

- 1- Without prejudice to the periods of discontinuity of the service of the second party according to the present or previous regulations, the term of the service of the second party shall be considered continuous before and after the conclusion of the contract.
- 2- This contract shall be valid till the end of the service of the second party for any of the following reasons:
 - 1- Resignation
 - 2- Retirement age
 - 3- Death
 - 4- Physical (health) unfitness
 - 5- Functional inefficiency
 - 6- By virtue of a federal decree
 - 7- Removal from employment by a cabinet decision.
 - 8- Dismissal from service due to an administrative violation or removal by a court judgment.
 - 9- Denaturalization or withdrawal of nationality from the employee
 - 10- Unjustifiable absence from work for ten consecutive days or twenty intermittent days in one year.
 - 11- Restructuring.

Article 4:

The second party shall be obliged to implement all duties and responsibilities assigned to them, and refrain from practicing any prohibited acts referred to in the said law, by-law, 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 its superiors.

Article 5:

The second party shall attend its work at times and on days set in the executive by-law of the Federal Law by Decree No. 11 of 2008, as amended.

Article 6:

Without prejudice to the credits of the accumulated leaves of the second party, settled as per the provisions of the by-law, the second party shall be given a full-paid annual leave for () working days. The second party shall not have any leaves act of the scope of its approved days of leaves.

Article 7:

The second party shall be entitled to the periodic rise in salary according to the annual assessment level of its performance and this allowance shall be added to the basic salary.

Article 8:

Provisions of the Federal Law by Decree , by-law thereof and other systems and decisions related thereto, shall apply to the promotions, allowances, cash and annual rewards of 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 dues of the second party according to the effective legislations 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 as regards their 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, by-law thereof, decisions of the cabinet and the complementary regulations shall be their reference in clarifying the rights and obligations of the two parties or in interpreting the provisions hereof.

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

First Party

Signature

Second Party

Signature

This translation of the text of Federal Law by Decree No. 11 of 2008 on human resources in the federal government for the purpose of identifying articles of the law and have no legal authority and the Arabic text in the case of disagreement.