



United Arab Emirates  
**The Federal Authority for Government Human Resources**

# **Human Resources Regulation for the Independent Federal Entities**

**Council of Ministers Resolution No. 15 of 2013  
On the Human Resources Regulation for the Independent Federal Entities**



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**Note:** The purpose of translating the provision of the Council of Ministers Resolution No. (15) of 2013 concerning the Regulation of Human Resources in the federal independent authorities, is to identify and educate both personnel and staff not to mention to clarify the provisions of the list . In the case of any divergence of interpretation, the authentic of Arabic text shall prevail over the English text.

# TABLE OF CONTENTS

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<b>CHAPTER ONE</b>	<b>11-14</b>
DEFINITION	11
REGULATION SCOPE OF APPLICATION	14
HUMAN RESOURCES MANAGEMENT	14
<b>CHAPTER TWO</b>	<b>15-23</b>
HUMAN RESOURCE PLANNING	15
JOBS BUDGET	15
EMPLOYMENT TYPES	16
APPOINTMENT AS PER FULL-TIME CONTRACT	16
APPOINTMENT AS PER TEMPORARY CONTRACT	16
APPOINTMENT AS PER SPECIAL CONTRACT	17
APPOINTMENT	18
EXAMINATION AND SELECTION	18
INTERVIEW	19
APPOINTMENT GENERAL CONDITIONS	20
DISABLED APPOINTMENT	21
POWER OF APPOINTMENT	21
SALARY UPON APPOINTMENT	22
PROBATIONARY PERIOD	22
<b>CHAPTER THREE</b>	<b>24-25</b>
BONUSES AND ALLOWANCES	24
TABLE OF RANKS AND SALARIES	24
UPDATE OF TABLE OF RANKS AND SALARIES	24

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CITIZENS> RETIREMENT	25
PERIODICAL INCREMENTS	25
CHAPTER FOUR	26-30
TRANSFER, DELEGATION AND SECONDMENT	26
TRANSPORT	26
TRANSPORT POWERS	27
DELEGATION	27
SECONDMENT	28
CHAPTER FIVE	31
PERFORMANCE AND REWARD	31
PERFORMANCE MANAGEMENT SYSTEM	31
REWARDS	31
CHAPTER SIX	32-34
PROMOTIONS	32
FUNCTIONAL PROMOTION	32
FINANCIAL PROMOTION	33
EXCEPTIONAL PROMOTION	33
PROMOTION CONTROLS	33
CHAPTER SEVEN	35-37
TRAINING AND DEVELOPMENT	35
GENERAL POLICY	35
TRAINING NEEDS ANALYSIS	35
SCHOLARSHIPS	37

# TABLE OF CONTENTS

---

<b>CHAPTER EIGHT</b>	<b>38-48</b>
OFFICIAL AND TRAINING TASKS	38
OFFICIAL TASKS	38
DELEGATION PERIOD	38
DELEGATE DUTIES	39
DELEGATION ALLOCATIONS	39
TRAVEL TICKETS	41
OTHER EXPENSES	42
DELEGATION IN THE COURSES AND TRAINING PROGRAMS	42
AUTHORITY COMPETENT WITH ISSUING THE DELEGATION RESOLUTION	43
NOMINATION FOR ATTENDING THE COURSES AND TRAINING PROGRAMS	43
CONDITIONS OF DELEGATION TO THE COURSES AND TRAINING PROGRAMS	44
DUTIES OF DELEGATE IN THE COURSES AND TRAINING PROGRAMS	44
PERIOD OF DELEGATION IN THE COURSES AND TRAINING PROGRAMS	45
ALLOCATIONS OF THE COURSES AND TRAINING PROGRAMS	45
TRAVEL TICKETS	46
OTHER EXPENSES	47
TERMINATING THE PARTICIPATION OF THE EMPLOYEE IN THE TRAINING COURSE	48
<b>CHAPTER NINE</b>	<b>46-49</b>
LEAVES AND THEIR TYPES	49
LEAVES TYPES	49
ANNUAL LEAVE	49
SICK LEAVE	51

---

MATERNITY LEAVE	53
PATERNITY LEAVE	54
FUNERAL LEAVE	54
IDDAT LEAVE	54
PILGRIMAGE LEAVE	55
EXCEPTIONAL LEAVES	55
SABBATICAL LEAVE	55
LEAVE FOR ACCOMPANYING THE PATIENT ABROAD	56
LEAVE FOR ACCOMPANYING THE PATIENT IN THE STATE	57
STUDY LEAVE	57
PROVISIONS AND CONTROLS FOR GRANTING THE STUDY LEAVE	58
LEAVE FOR PERFORMING THE EXAMINATION	61
LEAVE WITHOUT SALARY	62
GENERAL PROVISIONS ON THE LEAVES	63
CHAPTER TEN	65-73
JOB VIOLATIONS	65
INITIAL INVESTIGATION	66
GENERAL PRINCIPLES	66
VIOLATIONS COMMITTEE	66
VIOLATIONS COMMITTEE FORMATION	67
PROCEDURES OF REFERRING THE EMPLOYEE TO THE VIOLATIONS COMMITTEE	67
INVESTIGATION PROCEDURES	68
CONSTITUENTS OF THE ADMINISTRATIVE INVESTIGATION	68
DISPOSAL OF THE INVESTIGATION	69

# TABLE OF CONTENTS

---

GENERAL PROVISIONS	70
CHAPTER ELEVEN	74-86
CORPORATE CULTURE	74
WORK RELATIONSHIPS	74
PERSONAL BEHAVIOR	75
ADHERENCE TO THE APPLICABLE LEGISLATIONS	76
INFORMATION DISCLOSURE	76
CUSTOMER SERVICE	77
GIFTS AND BRIBES	77
INTERESTS CONFLICT	78
WORKING AT THE OTHERS AND OWNING SHARES IN THE COMPANIES	79
RELATIVES EMPLOYMENT	79
KEEPING THE PUBLIC FUNDS	80
HEALTH, SAFETY & ENVIRONMENT POLICY	80
FEDERAL ENTITY RESPONSIBILITY	80
EMPLOYEE>S RESPONSIBILITIES	81
OFFICIAL WORK DAYS AND HOURS	81
SYSTEM OF SHIFTS	83
ADHERENCE TO THE OFFICIAL WORK HOURS	83
VIOLATIONS OF THE OFFICIAL WORKING HOURS	83
COMPENSATION FOR WORK IN THE WEEKENDS	85

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COMPENSATION FOR WORK IN THE OFFICIAL HOLIDAYS	85
SYSTEM OF COMPENSATION FOR THE ADDITIONAL WORK	86
CHAPTER TWELVE	<b>87-91</b>
COMPLAINTS	87
COMPLAINTS COMMITTEE	87
COMPLAINTS COMMITTEE COMPETENCES	87
OBJECTION TO THE COMPLAINTS COMMITTEE'S RESOLUTIONS	88
OBJECTION DATA	88
OBJECTIONS EXAMINATION COMMITTEE	89
WORK MECHANISM OF OBJECTIONS EXAMINATION COMMITTEE	90
CHAPTER THIRTEEN	<b>92-94</b>
SERVICE TERMINATION	92
CHAPTER FOURTEEN	<b>95-98</b>
END OF SERVICE REWARD AND FINAL PROVISIONS	95
SIGNING THE CONTRACTS	96
TABLE ATTACHED TO RESOLUTION OF THE COUNCIL OF MINISTERS No. (15) OF 2013 ON HUMAN RESOURCES REGULATION FOR THE INDEPENDENT FEDERAL ENTITIES	100
GUIDE SAMPLE FOR CITIZEN'S FULL-TIME APPOINTMENT CONTRACT	102
GUIDE SAMPLE FOR CONTRACT OF REGULATING A JOB RELATIONSHIP EXISTING WITH A CITIZEN	108
GUIDE SAMPLE FOR APPOINTMENT BY SPECIAL CONTRACT	113
GUIDE SAMPLE FOR FULL-TIME APPOINTMENT CONTRACT FOR THE NONCITIZENS - CATEGORY (A)	117
GUIDE SAMPLE FOR FULL-TIME APPOINTMENT CONTRACT FOR THE NONCITIZENS - CATEGORY (B)	121
GUIDE SAMPLE FOR APPOINTMENT BY TEMPORARY CONTRACT	125

**Council of Ministers Resolution No. 15 of 2013**  
**On the Human Resources Regulation for the Independent Federal Entities**

**The Council of Ministers;**

- After having reference to the constitution;
- Federal Law No. (1) of 1972 regarding the competences of the ministries and the powers of the ministers and the laws in amendment thereto;
- Federal Law No. (7) of 1999 regarding the issuance of the pensions and social insurance law and the laws in amendment thereto;
- Decree by Federal Law No. (11) of 2008 regarding the human resources in the federal government and the amendment thereto;
- Decree by Federal Law No. (5) of 2011 regarding the organization of the board of directors, secretaries and committees in the federal government;
- Federal Law No. (8) of 2011 regarding the reorganization of the accounting bureau;
- Decree by Federal Law No. (8) of 2011 regarding the rules of preparing the General Budget and Final Account;
- And the Council of Ministers resolution No. (29) of 2011 regarding the statute of board of directors governance in the profit and non-profit bodies, institutions and companies owned by the federal government.

And based upon the approval of the Council of Ministers:

**The following has been resolved:**

## Chapter one

### Definitions

#### Article (1)

In application of provisions of this regulation, the following words and phrases shall have the meaning assigned for each, unless the context stipulated otherwise:

State:	United Arab Emirate.
Government:	State>s government.
Council of Ministers:	State>s council of ministers.
Federal Entity:	The departments, institutions and offices affiliated to the federal government that are subject to the provisions of this regulation.
Authority:	Federal Authority for Government Human Resources
Council:	Board of directors or the council of trustee of the Federal Entity or the representative thereof.
President:	President of the Federal Entity or the chairman of the Federal Entity as the case may be.
General Manager:	General manager of the Federal Entity or his like.

Budget:	Budget approved for the Federal Entity.
Human Resources Law:	Decree by Federal Law No. (11) of 2008 regarding the human resources in the federal government and the amendment thereto.
Appointment Authority:	The authority entrusted with the powers of appointment in the Federal Entity according to the provisions of this regulation.
Employment offer:	Initial approval on the appointment by the work authority.
Employee:	Each person occupies any of the jobs mentioned in the budget of the Federal Entity, where he works
Line official:	The line official, to whom the employee affiliates.
Jobs budget:	Budget approved for the jobs and ranks determined for the employees and their privileges.
Top jobs:	Jobs determined based upon the powers and responsibilities issued by the council.
Basic salary:	The starting salary determined for the job rank according to the table of ranks and salaries approved by the Federal Entity and the increases that may occur thereto.

Total salary:	The basic salary plus the increments and allowances received by the employee.
Human Resources Department:	The administrative unit concerned with the human resources in the Federal Entity.
Year:	The Gregorian year.
Month:	Time unit of thirty days.
Working day:	Official working day approved by the Federal Entity.
Medical committee:	Committee formed by virtue of resolution issued by the Ministry of Health and entrusted with the competences stipulated therein.
Official medical authority:	Hospitals, government health centers affiliated to the Ministry of Health, Local Health Authorities, and Health Institutions affiliated to the Federal or Local Authority competent with approving the medical reports issued by the private health institutions.
Violations committee:	The committee formed in each Federal Entity to examine the violations committed by the employees excluding the violations related to the official working hours.
Organizational unit:	The administrative unit mentioned in the organizational structure of the Federal Entity.

## Article (2)

### **Regulation Scope of Application:**

The provisions of this regulation shall be applicable to the employees working at the independent Federal Entities shown in the table attached thereto.

## Article (3)

### **Human Resources Department:**

The Human Resources Department shall undertake the implementation of the strategic objectives and the initiatives related to the human resources in the strategic plan approved by the Federal Entities and related to the government strategy. In addition, it shall undertake the implementation and application of the provisions stipulated in this regulation, provided that the concerned organizational unit in each Federal Entity shall refer to this department regarding all technical issues related to the human resources. The Human Resources Department shall refer to the authority regarding the issues faced by it when applying the provisions of this lawsuit or any resolutions or statutes related to the human resources.

## Article (4)

The Concerned Organizational Units at the Federal Entities shall adhere to the principles and policies stipulated therein and they shall make sure of applying the same to the employees fairly and equally with the purpose of creating a work environment stimulates the performance.

## Chapter Two

### Human Resources Planning

#### Article (5)

Each Federal Entity shall set its organizational structure that agrees with its competences and needs and it shall submit the same to the Council of Ministers for approval.

#### Article (6)

##### **Jobs Budget**

The Federal Entity shall design the jobs of the organizational units included in the organizational structure effectively and in way ensures the concentration on the basic objectives and process for its work in order to ensure that such jobs cover all tasks entrusted to the Federal Entity without overlapping or contradiction between those jobs. This may not contradict with the general principles of the statute of evaluating and describing the jobs issued by the Council of Ministers based upon the proposal of the Authority.

#### Article (7)

Each Federal Entity shall have within its general budget an annual budget for the human resources agrees with its approved organizational structure.

#### Article (8)

Subject to the provisions of the Decree by Federal Law No. 8 of 2011 on the rules of preparing the general budget and the final account and the laws in amendment thereto, the financial allocations for the vacant jobs included in the approved human resources budget may be amended within the limits of the budget allocated for such jobs according to the financial rules applicable in the state. It is provided that such amendment may not result in additional financial burdens on the approved budget of the Federal Entity or on the Allocations determined or the human resources.

## Article (9)

### **Employment types**

The general vacant jobs in each Federal Entity shall be occupied by appointment according to any of the following contracts:

1. Appointment as per a full-time contract.
2. Appointment as per a temporary contract.
3. Appointment as per a special contract.

## Article (10)

### **Appointment as per a full-time contract:**

The appointment as per a full-time contract is the employment, in which the employee works full daily work-hours along the workdays according to the rules stipulated therein and in agreement with the nature of work of the Federal Entity. The employee shall receive the total salary and the benefits determined for the job occupied by him.

## Article (11)

### **Appointment as per a temporary contract:**

- a. The appointment as per a temporary contract is the employment, in which the employee works full daily work-hours along the workdays according to the rules stipulated therein for period of three months extendable for similar period. During such period, the employee shall receive a lump sum monthly salary to be determined by the Federal Entity.
- b. The Federal Entity may employ employees as per a temporary contract according to the following provisions:
  1. Existence of the financial Allocations in the budget of the Federal Entity.
  2. The appointment shall be as per a temporary contract for period not more than three months renewable for similar period.
  3. The employee employed as per a temporary contract shall deserve the following leaves against a lump sum monthly salary:
    - a. Funeral Leave.

- b. Sick leave as per a medical report approved by an official medical authority for period not more than successive or intermittent five working days and what exceeds such period shall be without salary.
- c. Leave without salary for period of successive or intermittent working days.
4. The contract shall be terminated in the cases determined in the temporary contract.
5. It is provided that the noncitizen employee shall have a valid residence whether on the sponsorship of the employment authority or on the husband's sponsorship without contradiction with the laws applicable in this regard.

## Article (12)

At the end of period of the temporary contract, the employee may be employed in a permanent job agrees with his qualifications, experiences and capabilities.

## Article (13)

### **Appointment as per a special contract**

Any of those, who have the distinguished experiences needed by the Federal Entity, may be appointed as per special contract in any of the vacant top jobs. Such jobs shall be determined by the Federal Entity, provided that these jobs shall agree with the top jobs similar thereto in the Federal Government according to the following provisions:

1. Existence of a vacant top job.
2. The period of the contract may not exceed two years and it may be renewed for similar periods.
3. The nominee to the appointment shall fulfill any of the qualifications and experiences mentioned in the statute of evaluating and describing the jobs approved by the Federal Entity.
4. The qualification and experience shall be in the field of the job, in which he is appointed.
5. The Federal Entity shall have the power of approving all functional and financial privileges in agreement with the needs of the Federal Entity and within the limits of Allocations included in the budget.

## Article (14)

### Appointment

1. It is provided that the following conditions shall be fulfilled for issuing the appointment resolution:
  - a. The nominee shall successfully pass the medical examinations and test and shall obtain the required approvals.
  - b. The scientific certificates or true copy thereof shall be submitted and they shall be approved and equalized by the competent authority within the state. In addition, the approved practical experience certificate shall be submitted.
2. The appointment contract may not be signed, unless the appointment resolution is issued by the competent authority.
3. The work practice shall be within two months as of the date of issuing the appointment resolution, unless other date is determined by the Federal Entity.
4. The contracts shall be subject to the provisions of service termination stipulated therein.

## Article (15)

### Examination and Selection

1. Each Federal Entity shall seek to choose and appoint the most efficient persons in order to occupy its vacant employees with adherence to the privilege, efficiency and substantive fairness during examining and choosing stages.
2. Each Human Resources Department shall at each Federal Entity shall search for the best nominees who are proper for its vacant jobs as follows:
  - a. The nominees for the jobs from Federal Entity:

If there is a nominee qualified for occupying the vacant job through the transfer or promotion from the Federal Entity, the Human Resources Department in such Authority shall coordinate with the department, where the nominated employee will work and with the requesting department that has the vacant job. If the agreement has been made, the transactions of transfer or promotion shall be prepared according to

the provisions and procedures determined in this regard.

b. Nominees to the job from outside the Federal Entity:

If there are no nominees proper for the vacant job from inside the Federal Entity or if there are no persons fulfill the conditions of transfer and promotion, the Human Resources Department at the Federal Entity shall undertake the task of searching for the proper nominees from other outside sources, such as:

- Declaring about the vacant job in the newspapers, whether in the local or foreign newspaper or the website of the Federal Entity.
- Seeking the help of the employment agencies.
- Personal communications to attract specific person who has the experience and efficiency.

## Article (16)

### Interview

1. The appointment may not be made without making interview with the nominee to the job by the concerned authority and the Human Resources Department. The nominee may not be brought for the job from outside the state, unless a telephone interview has been made with him.
2. It is allowed in the exceptional cases to make a remote telephone interview through the internet with taking all required precautions to ensure the credibility of the results. The remote interview may be arranged with nominees chosen with care or knowledge of the globally reputable employment agencies.
3. The person in charge of the interview or each of the interview committee, as the case may be, shall choose the most proper nominees for the job as for fulfilling the job occupancy requirements and the required personal and professional characteristics.
4. During the final interview, the Human Resources Department shall provide chosen nominee with general information about the Federal Entity.
5. The Federal Entity may provide a travel ticket for the nominee in case of bringing him from abroad plus the expenses of the residence required for the interview process.

## Article (17)

The Human Resources Department at the Federal Entity shall undertake the responsibility of managing and coordinating the employment process for occupying the vacant jobs and it shall submit the technical support, consultation and assistance for the requesting departments and sections with the purpose of satisfying their needs from the proper nominees.

## Article (18)

### **General Conditions for Appointment:**

Without prejudice to any conditions and requirements of occupying the job and with the necessity that the nominee shall submit the probative documents that supports this; it is conditioned that the nominee for appointment in any of the general jobs shall fulfill the following:

1. He shall be of a good conduct and behavior.
2. His age may not be less than eighteen years old.
3. He shall have the scientific qualifications approved and equalized by the competent authority within the state. He shall submit the scientific experience certificates that are approved for occupying the job and such certificates shall be approved by the competent authority.
4. He shall successfully pass all tests and interviews related to the job.
5. He shall be medically fit according to the resolution of the Official Medical Committee to ensure that the employee will perform his job's tasks and duties.
6. He shall not have been sentenced previously with penalty that restrict the freedom in a felony or misdemeanor involving moral turpitude, unless he has been pardoned by the competent authorities or he has been rehabilitated based upon the Police Clearance Certificate issued by the competent authorities.
7. He shall not have been dismissed from the service prior to the appointment, due to gross violations related to the works or due to a final or decisive judicial judgment in a crime.

## Article (19)

The citizens shall have the priority in the appointment in any of the vacant jobs at the Federal Entities. The noncitizens may be appointed in case of lack of citizens who fulfill the conditions and requirements of the vacant job.

## Article (20)

### **Appointment of the disabled**

The qualified disabled citizens shall have the priority in appointment in the jobs that have tasks agree with their health situation, provided that they shall be provided with all suitable means to perform their functional duties and their work places shall be provided with the means and requirements that agree with the nature of their special needs.

## Article (21)

### **Power of Appointment**

1. The powers of appointment in the following jobs shall be according to the following:
  - a. The job of general manager or his like shall be as per a Federal Decree.
  - b. The job of the executive manager of his like shall be as per a resolution issued by the Council of Ministers.
  - c. The remaining jobs shall be as per the table of powers and responsibilities.
2. The appointment contracts as for the jobs shown in clause No. (1) of this article shall be concluded according to the table of powers and responsibilities.

## Article (22)

### Salary Upon Appointment

1. Upon his appointment, the employee shall be granted the starting basic salary for the functional rank, on which he has been appointed, according to table of ranks and salaries approved by the Federal Entity. The employee shall deserve his salary as of the date of the actual practicing of the job.
2. The work authority may grant the employee, who has been appointed in the full-time and whose experience period is more than the period required for occupying the job, percentage of (5%) from the basic salary of the functional rank on which he has been appointed per each experience year. Such percentage shall be added to the starting salary determined for the rank with maximum of (50%), provided that the experience shall be in the same field of the job.

## Article (23)

### Probationary period

1. Excluding those appointed in job of general manager in the Federal Entity, all employees who have been appointed for the first time shall be subject to a probationary period of «three months» extendable for similar periods beginning from the date of practicing the work.
2. The line official shall perform an accurate follow-up for evaluating the functional performance and behavior of the employee according to clear bases during the probationary period. In addition, he shall support the employee fully, assist him and direct him to improve his functional performance and behavior. Before expiry of the probationary period and in light of the result of evaluation, the line official shall recommend his confirmation in the job, extending the probationary period or terminating his services, if it is proved that he isn't proper for the job.
3. It is allowed – during the probationary period – to terminate the service of the employee, if it is proved that he isn't efficient or isn't proper for performing his job's tasks or due to his unsatisfactory performance as

per a resolution issued by the authority competent with the appointment. It is provided that such employee shall be granted a notice for period of five workdays.

4. The employee may resign from his job during the probationary period, provided that he shall notify his work authority thereby – through his line official – during period of five workdays.
5. The dues of the employee, whose services are terminated due to the lack of suitability for the job during the probationary period, shall be calculated as follows:
  - a. Total salary due until the end of his last workday.
  - b. Travel tickets allowance for him and his eligible family members to depart from the state, if this has been stipulated in the employment contract.

## Chapter Three

### Bonuses and Allowances

#### Table of Ranks and Salaries

##### Article (24)

1. The Federal Entity shall have a table of ranks and salaries to be issued by virtue of a resolution of the Council of Ministers based upon recommendation from the Federal Entity and according to the following bases:
  - a. The rank specified for each job shall be determined for it and the determination of the rank shall be related to the job.
  - b. The evaluation and description of the jobs shall be according to a statute to be prepared by the Federal Entity, provided that this shall be in agreement with the general principles stipulated in the statute of evaluating and describing the jobs that is approved by the Federal Government.
  - c. Approval of the total salary.
2. The table of ranks and salaries shall include all bonuses and allowances granted to the employee.

##### Article (25)

#### Updating the table of ranks and salaries:

The updates of the table of ranks and salaries shall be made by virtue of a resolution to be issued by the Council of Ministers based upon a recommendation from the Federal Entity. This shall be according to some elements including:

- a. Salaries applicable in the work market.
- b. Percentage of the inflation.
- c. Any other related elements.

## Article (26)

### **Citizens' retirement**

1. The citizen employee shall register in the retirement programs applicable at the General Authority for Pensions and Social Insurance.
2. The monthly subscriptions of the insured employees shall be deducted for the purpose of transferring the same to the General Authority for Pensions and Social Insurance according to the legislations issued in this regard.

## Article (27)

### **Periodical Bonus:**

The employee shall deserve a periodical annual bonus according to the percentage and value determined in the approved table of ranks and salaries of the Federal Entity. It is provided that such periodical bonus shall be added to his basic salary based upon the level of evaluating his annual performance according to the Performance Management Statute approved by the Federal Entity. The periodic Bonus shall become due one year at least after the appointment date.

## Chapter Four

### Transfer, Delegation and Secondment Transfer

#### Article (28)

The employee may be transferred from his job to any other vacant job whether inside the Federal Entity, to a ministry or to any other Federal or Local Authority, provided that the total salary of the employee may not be changed excluding the bonuses and allowances related to the job. This shall be according to the following controls and provisions:

1. The transferred employee shall fulfill the conditions of occupying the job, to which he has been transferred.
2. The transfer may not lead to delaying the seniority of the transferred employee and his service shall be connected including the consequences thereof.
3. The transferred employee shall maintain his dues and his annual leaves balances due for him from the work authority, from which he has been transferred.
4. The work authority that receives the employee shall incur all expenses and fees that may result from the transfer including any differences in the installments of participation in the retirement programs applicable at the General Authority for Pensions and Social Insurance.
5. The transfer of the employee outside the Federal Entity shall be by approval of the transferring authority and the receiving authority.
6. The employee may be transferred to a job agrees with his sick condition based upon the report of the Medical Committee and according to the transfer rules stipulated therein.
7. The seconded employee may not be transferred during the secondment period.
8. The employee may not be transferred outside the Federal Entity during the probationary period.
9. Any of the employees may be transferred inside the Federal Entity

based upon the requirements of the work interest in the Federal Entity.

## Article (29)

### **Transfer Powers:**

The transfer Powers shall be as follows:

1. Both jobs of General Manager and Executive Manager shall be based upon a resolution to be issued by the president in case of transfer inside the Federal Entity and by the authority competent with the appointment in case of transfer outside the Federal Entity.
2. The remaining jobs shall be according to the table of powers and responsibilities issued by the council.

## Article (30)

### **Delegation**

1. The employee may be delegated whether inside the Federal Entity, to the ministry or to another federal or local authority in order to perform the duties of a job that is vacant or the occupier thereof is absent according to the following conditions:
  - a. The employee may not be delegated for more than one job plus his original job.
  - b. The delegation shall be plus the original work or for a full-time.
  - c. The delegation period may not exceed six months renewable.
  - d. The job of delegation shall be equal to the rank of the delegated employee or two ranks more than it at most.
  - e. The employee may not be delegated during the probationary period.
  - f. The employee may not be delegated for a higher job, if he has obtained a performance evaluation result at level needs improvement according to the Performance Management Statute for the previous year.
  - g. The delegated employee shall be subject to the rules applicable at the authority the subject matter of delegation, excluding the periodical bonus, promotion and service termination.
  - h. The delegation may be terminated at any time before the expiry of the period thereof.

- i. The application of penalties for violations committed by the employee delegated outside the Federal Entity shall be included in the competence of the authority, to which the employee has been delegated, if the delegation is for a full-time and according to the administrative procedures and penalties applicable at such authority.
2. The delegation powers shall be as follows:
  - a. Both jobs of General Manager and Executive Manager shall be based upon a resolution to be issued by the president in case of delegation inside the Federal Entity and by the authority competent with the appointment in case of delegation outside the Federal Entity.
  - b. The remaining jobs shall be according to the table of powers and responsibilities issued by the council.

## Article (31)

The employee shall be granted – by the authority, to which he has been delegated – a delegation allowance as of the date of undertaking his delegation tasks at rate of 25% of the starting basic salary determined for the rank of the job the subject matter of the delegation, provided the following:

1. The delegation shall be plus the tasks of his original job.
2. The delegation period shall be more than two months.

## Article (32)

It is allowed during or upon the expiry of the delegation period to transfer or promote the employee to the job, to which he has been delegated, according to the transfer provisions stipulated in the fourth chapter and the promotion provisions stipulated in the sixth chapter therein.

## Article (33)

### **Secondment**

By virtue of a resolution issued by the president or his representative, the employee may be seconded to any ministry or federal or local authority and by resolution issued by the Council of Ministers to any of the Arabic, foreign or

regional authorities and organizations according to the following provisions and controls:

1. The approval of the competent body at each of the seconding authority and the authority, to which the employee is seconded.
2. The written approval of the employee on the secondment and upon each extension thereof.
3. The seconded employee shall receive his total salary, leaves and his other dues from the authority, to which he has been seconded, as of the date of secondment beginning to the date of its termination.
4. If the secondment is made to regional or international authorities, the seconded employee shall deserve his total salary from his original work authority as well as any amounts, features or allocations received by him from the authority, to which he is seconded. The Council of Ministers may grant the employee additional features if required by the circumstances and he shall deserve his leave from the authority, to which he has been seconded.
5. The secondment inside the state to a ministry or federal or local authority shall be for period not more than one year. Thereafter, the employee shall be returned to his work authority or he shall be transferred to the authority, to which he has been seconded.
6. The secondment to any of the Arabic, foreign or regional authorities and organizations shall be for period not more than one renewable year.
7. The Federal Entity may fill the job that becomes vacant due to the secondment inside or outside the state. When the employee returns from the secondment, the Federal Entity shall return him to job to be determined by the original work authority without prejudice to his rank or total salary.
8. The secondment period shall be included in the calculation of the retirement pension or reward.
9. The seconded employee – during his period of secondment – shall be subject to the policies and procedures applicable in the authority, to which he has been seconded, excluding the service termination, because this shall be referred to his original work authority.
10. The employee may not be seconded during the probationary period.
11. The application of penalties for the violations committed by the seconded employee shall be included in the competences of the authority, to which he has been seconded, according to the administrative procedures and penalties applicable at such authority. It is provided that his original

work authority shall be notified regarding the violation committed by him and the administrative penalties imposed on him.

12. The performance of the seconded employee shall be evaluated in coordination with the authority, to which he has been seconded, according to the Performance Management Statute of the Federal Entity's employees.
13. The seconded employee may be promoted in his original work authority during the secondment period according to the procedures applicable at his original work authority. In all cases, the seconded employee may not deserve any leaves from his original work authority during his secondment period.
14. By virtue of resolution by the president, any of the local governments employees may be borrowed in the emirate, the Arabic or foreign government or the Arabic, foreign or regional authorities and organizations for period not more than one year renewable for one other year. It is provided that the authority, to which the employee is seconded, shall incur all his salaries and dues.

## Article (34)

1. The secondment shall terminate in any of the following cases:
  - a. Expiry of the secondment period or expiry of its extension period.
  - b. Based upon a written request from the employee and the approval of both authorities.
  - c. Based upon a request from the legally competent authority at the seconding authority and the authority, to which he is seconded.
2. The employee shall return to the seconding authority within (5) workdays as of the date of secondment termination, if the secondment is within the state and within one month if the second mention is outside the state.
3. The party, who desires to terminate the secondment, shall serve a written notice to the other party for period of two months at lease before the date of secondment termination.

## Chapter five

### **Performance and Reward Performance Management Statute**

#### Article (35)

1. Each Federal Entity shall have a Performance Management Statute to be issued by the council. Such statute aims at achieving the following:
  - a. Establishing a scientific approach for rewards of the achievements and distinguished results.
  - b. Developing the performance of the employees through a periodic evaluation agrees with the Federal Entity's objectives.
  - c. Matching between the individual objectives of the employees and the Federal Entity's objectives.
  - d. Encouraging the individual achievement and the team spirit.
  - e. Encouraging the continuous education and development.
2. The performance of the employee shall be measured according to employee's Performance Management Statute prepared by the Federal Entity and in agreement with the general principles and rules of the Performance Management Statute approved for the Federal Entity's employees.

#### Article (36)

##### **Rewards**

1. The distinguished employee may be granted a special cash reward for any of his proposals that may participate in improving the performance within the Federal Entity, where he works, according to the bases determined by the Federal Entity and approved by the council.
2. The employee shall be granted an annual reward according to the requirements and conditions determined by the Performance Management Statute.
3. The Federal Entity may reward the distinguished employee through granting him a Certificate of Excellence, honoring him or nominating him for competition on the approved Excellence Awards.

## Chapter Six

### Promotions

#### Article (37)

The following kinds shall be followed in promoting the employees:

1. Functional Promotion.
2. Financial Promotion.
3. Exceptional Promotion.

#### Article (38)

#### **Functional Promotion**

The Functional Promotion shall be made through the following methods:

1. Promotion to a vacant job according to the following conditions:
  - a. The promotion shall be to an immediate following rank.
  - b. The employee shall achieve the performance levels required for the promotion according to the Performance Management Statute.
2. Promotion to a new vacant job, due to the restructuring or due to redistributing the duties and responsibilities according to the following conditions:
  - a. Promotion to a vacant new job.
  - b. The promotion shall be to the higher rank with not more than one rank.
3. Promoting the employee shall be through granting him the starting salary of the rank, to which he has been promoted, or through granting him percentage of 10% of the basic salary for the rank, to which he has been promoted, whichever higher.

## Article (39)

### **Financial Promotion**

The employee may be granted a Financial Promotion – in the same rank – at rate not more than **20%** of the basic salary, provided that the employee shall achieve the performance levels required for promotion according to the Performance Management Statute.

## Article (40)

### **Exceptional Promotions**

The distinguished employee may be promoted exceptionally according to the Performance Management Statute as follows:

1. With no more than two job ranks to a vacant job, provided that the employee shall be granted the starting salary of the rank, to which he has been promoted; or he may be granted a percentage of 20% of his current basic salary, whichever higher. It is conditioned in this case, that the employee shall have the skills and capabilities that agree with the requirements of the new job.
2. Alternatively, through granting him an exceptional financial promotion not more than 25% of his basic salary on the same rank.
3. The employee may not be promoted exceptionally, unless three years at least elapsed after the last exceptional promotion.
4. It isn't allowed to combine between the exceptional promotion and the financial promotion.

## Article (41)

### **Promotion Controls:**

1. The availability of the financial Allocation for any of the promotion types.
2. Existence of a vacant job as for the functional and exceptional promotions.
3. Issuance of the promotion resolution by the authority competent with the appointment.

4. The promotion shall be valid as of the date of issuing the resolution regarding the same and no promotion may be granted with a retroactive effect.
5. The seniority order will not be taken into consideration when examining the promotion, unless the performance evaluation was equal.
6. The promotion and the periodical bonus may not be combined if they occurred on the same date and based upon the annual performance evaluation.
7. The employee may not be promoted by any of the promotion kinds, unless period of twelve months elapsed after the date of the last promotion.
8. The employee may not be promoted during the study leave.

## Chapter Seven

### Training & Development

#### Article (42)

##### **General Policy**

The Federal Entities shall maintain the qualified trained human resources. In addition, the Federal Entity shall train its employees, develop their knowledge, skills and functional capabilities in the jobs occupied by them or in the higher jobs that they are planned to assume the responsibilities and tasks thereof according to the training and development statute approved by the council and in agreement with the principles of the training and development statute approved by the federal government.

#### Article (43)

The Federal Entities shall set and execute annual plans for training and qualifying the employees with their all functional levels. This shall be in light of the result of performance evaluation and whenever needed.

#### Article (44)

##### **Training Needs Analysis:**

1. The annual training needs for each Federal Entity shall be determined and analyzed for each Federal Entity through the strategic objectives and policies whether those approved for the government or for the Federal Entity.

2. The Federal Entity shall analyze the needs of training and development through various sources including:
  - a. Describing the jobs and comparing them with the scientific qualifications and practical experiences of the jobs' occupiers.
  - b. Evaluating the annual performance of the employees according to the Performance Management Statute approved by the Federal Entity.
  - c. Opinions of presidents and managers regarding the weaknesses of the performance that need increase in the efficiency of performance of the employees who are under their supervision.
  - d. Opinions of the employees regarding the extent of their need for developing the efficiency in the work.
  - e. Changes in the system and circumstances of the work.
  - f. The reconstructing and the training needed for it on the new jobs.
  - g. Any other source deemed useful by the Federal Entity.
3. The Human Resources Department shall study and determine the training needs in coordination with the concerned managements and sections and their employees for the purpose of:
  - a. Determining the capabilities and efficiencies required from the employees at all levels in order to achieve the objectives of the Federal Entity.
  - b. Determining the level of skills or knowledge required for enabling the employee from improving his performance.
  - c. Determining the skills and efficiencies required in the next level of the Career Path and preparing the employee for these skills and efficiencies.
4. In light of studying and determining the training needs for its employees, the Federal Entity shall set the annual training and development plan.
5. The Human Resources Department or the Training Department in the Federal Entity shall assume the responsibility of executing an annual training and development plan after approving the amounts apportioned for the same in the budget of the Federal Entity.
6. The Federal Entity shall prepare the total budget for the training and development annually. Such budget shall include all estimative expenses for the training and development program intended to be executed during the year, whose budget is required to be prepared.
7. The Human Resources Department shall evaluate the training process through:
  - a. Personal evaluation of the trainee.
  - b. Managers' evaluation of the training effect on the performance of the

trainee employees.

- c. Evaluation of the authority that organizes the training.
  - d. Any other means used for evaluating the training and the effect thereof.
8. The Federal Entity may amend the annual training and development plan at any time for any reason according to the requirements of the work interest. This shall be based upon a proposal from the concerned department or section in coordination with the Human Resources Department and the approval of the competent authority, provided that the total amount of the training may not exceed the approved budget.

## Article (45) Scholarships

- a. The Federal Entity may sponsor the graduates of the secondary school citizen graduates to study some of the professional or technical specializations according to the statutes to be issued in this regard.
- b. In addition, the Federal Entity may sponsor some citizen employees, who works at it, to complete their university study and graduate study or to approve the approved professional certificates according to its needs and in light of the provisions stipulated in article No. 7581- therein.

## Chapter Eight

### Official & Training Tasks

#### Article (46)

##### Official Tasks:

1. The delegation in official tasks inside or outside the state shall be according to the table of powers and responsibilities issued by the Council.
2. The non-workers at the Federal Entity may be delegated in official tasks to outside the state or they may be joined to the official delegation. The delegate shall be dealt according to the category determined by the delegation resolution, provided that the authority that incurs the expense shall be determined in the resolution.
3. The delegation resolution shall stipulate the nature and objectives of the task and the employee entrusted with performing the same.

#### Article (47)

##### Delegation Period

1. The delegation period (outside the state) shall be determined with the period and nature of the official task plus the period of travelling back and forth, provided that the period may not be more than one day before the task and one day after it.
2. The delegation period (inside the state) shall be determined with the actual days of the official task.
3. The part of the day when travelling to the official task as for calculating the travel allowance shall be calculated as one day when departing from the state before the midnight. In addition, the part of the day shall be calculated as one day when returning to the state after midnight as per the timing of the state.

## Article (48)

### Delegate's duties

1. Adherence to the ethical conduct in all his behaviors in order to show the civilized face of the state.
2. He shall devote his time for the purpose, for which he has been delegated. He shall be of a good conduct and he shall maintain the reputation of the state and respect the traditions of the state, where he has been delegated.
3. He shall notify his work authority regarding any hindrances that may face him during the delegation to remove the same through the official channels.
4. He shall submit – when he returns – a detailed report about the results of the official task, to which he has been delegated.

## Article (49)

### Delegation's Allocations

1. Allowance of delegation in an official task abroad:  
In addition to his monthly total salary, the delegate in an official task (outside the state) shall be granted a delegation allowance for each day or part thereof passed in the task. This allowance shall include the expenses of the residence, food, transport expenses according to herein below shown table.
2. Entertainment expenses:
  - a. The employee delegated in an official task (outside the state) shall be considered in a complete entertainment, if the authority, to which he has been delegated, has provided him with the allowance or the expenses of the residence, food and transport.
  - b. The authority, to which the employee is delegated, didn't provided any of the expenses referred to in the clause "A" above during the official task, the employee shall be considered in incomplete entertainment. At such time, the work authority, to which the employee affiliates, shall release the travel allowance completely.
3. The allowances shown in the same below mentioned table shall be

increased for the delegations' heads entrusted with representing the state in the official task outside the state as per the following rates:

- a. 35% if the delegation's head is a general manager, executive manager or their like.
- b. 30% if the delegation's head is one of the employees who occupies rank equals the special rank in the Federal Government or their like.
- c. 25% if the delegation's head from other than the previous categories as shown in the mentioned table.
4. The delegation shall deserve (50%) from the allowances mentioned in the below shown table, if the delegate was in complete entertainment in the state, where he has been delegated.

Delegate job and job rank	Delegation position	Delegation's head		Member in a delegation / single delegate	
		Entertainment		Entertainment	
	Entitlement	Without	Complete	Without	Complete
General managers, executive managers and their like	Travel allowance	3000	1500	3000	1500
	Delegation's headship allowance	1050	525	-	-
	Total	4050	2025	3000	1500
Top jobs	Travel allowance	2500	1250	2500	1250
	Delegation's headship allowance	750	375	-	-
	Total	3250	1625	2500	1250
Remaining jobs	Travel allowance	2000	1000	2000	1000
	Delegation's headship allowance	500	250	-	-
	Total	2500	1250	2000	1000

## Article (50)

### Travel Tickets

1. Class of travel for the delegate in an official task outside the state shall be according to the herein-below shown table.
2. One travel ticket will be released for one of members of the family of the female employee to accompany her in an official task outside the state, whatsoever the period thereof, in the same class of travel determined for the delegated female employee.

Delegate Job and Job Rank	Class of Travel
The general Managers and Executive managers	By air in the first class or the equivalent thereof through any other mean of the travel means.
Top jobs	By air in the business class or the equivalent thereof through any other mean of the travel means.
Remaining jobs	By air in the economy class or the equivalent thereof through any other mean of the travel means.
If the employee is from the delegation and the delegation's head is minister, member of board of directors or general manager	By air in the business class or the equivalent thereof through any other mean of the travel means.

## Article (51)

### Other expenses

1. The authority entrusted with the power of issuing the delegation resolution shall determine the amounts that shall be released for the delegation's head to cover the required expenses of the hospitality and reception.
2. The Federal Entity shall incur the expenses of transporting the government luggage and the official papers required for the task.
3. Before his traveling abroad, the employee may be granted a special loan based upon a written request submitted by him, provided that the loan may not exceed (50%) from the travel allowance determined for him. The value of the loan shall be deducted from the travel allowance deserved by the employee within one month at most as of the date of his return. If the employee has been granted the mentioned loan and didn't travel actually for any whatsoever, he shall return the same to his work authority immediately, otherwise it shall be deducted from the first salary released to him.
4. The work authority of the employee delegated in an official task shall undertake the responsibility of employee's obtainment of the required visas and the fees of extracting the same from the competent authorities. The employee shall undertake the responsibility of ensuring his passport and all the required official documents are sound and valid.

## Article (52)

### Delegation in the courses and training programs

1. Delegating the employees in the courses or the training programs, seminars, workshops and forums inside and outside the state or permitting them to join courses or the training programs, seminars, workshops and forums inside and outside the state with the purpose of following up the modern developments theoretically and scientifically shall be in the form the causes the trainee to gain administrative, technical, behavioral or practical experiences and skills leading to improving him in his field of work. Passing the course or the training

- program may not result in obtaining a scientific qualification.
2. The Federal Entity shall determine the annual training needs for its employees in light of the strategic objectives and policies approved for it. It shall analyze the training and development needs through various sources such as the annual performance evaluations for the employees and their managers.

## Article (53)

### **The authority competent with issuing the delegation resolution**

The permission for the employees to join courses and training programs or seminars, workshops and general forums, whether the training course or program is inside or outside the state; with or without expenses or is in implementation of agreements concluded in this regard according to the table of powers and responsibilities to be issued by the board of directors.

## Article (54)

### **Nomination for attending the courses and training programs:**

1. The employees may be delegated for the courses and training programs or seminars, workshops and forums inside or outside the state and within the limits of the financial Allocations approved for them.
2. The Federal Entities shall adhere to the following when nominating some of its employees to attend the courses and training programs or seminars, workshops and forums:
  - a. Adherence to the dates determined for the courses and training programs that are determined with full accuracy on part of the training authorities abroad.
  - b. Ensuring the existence of the financial Allocations in the Federal Entity's budget for account of expenses resulting from the delegation.
  - c. The nominee, who apologizes for attending the course and training program or seminars, workshops and forums for unconvincing reasons, shall be deprived from the nomination to any training course of programs for period of six months.

## Article (55)

### Conditions of delegation to the courses and training programs

The following is provided for delegating the employee in course and training program or seminars, workshops and forums:

1. Obtaining the training authority through the competent authority at his work authority.
2. The courses and training programs or seminars, workshops and forums shall have a direct relationship with the work that will be performed or joined by the delegate according to his career path and the individual development plan determined by the performance management statute at the Federal Entity as well as the principles of the training and development statute approved at the Federal Entity.
3. He shall be familiar with the language, in which the course or training program will be performed, to an extent enables him from utilizing the same.

## Article (56)

### Duties of the delegate in the courses and training programs:

1. The delegate in the course and training program or seminars, workshops and forums shall adhere to the following:
  - a. Persistence in attending the courses or the training programs.
  - b. Maintaining the reputation of the state.
  - c. Respecting the laws and traditions of the state, where he has been delegated.
  - d. Submitting a detailed report about the course or the training program, to which he has been delegated.
2. In case of violating these duties, the course shall be terminated and the delegate shall return all financial Allocations released for him.

## Article (57)

### **Period of delegation to the courses and training programs:**

The delegation period shall be determined by the period of the course and training program or seminars, workshops and forums plus the period of travel back and forth as follows:

1. Three weeks at most, in case of the training course or the training program is outside the state. The exception may be allowed for the head or his representative, if the period exceeded this.
2. The period may not exceed one day before the course and training program and one day thereafter.
3. The part of the day when travelling to the course and training program or seminars, workshops and forums as for calculating the travel allowance shall be calculated as one day when departing from the state before the midnight. In addition, the part of the day shall be calculated as one day when returning to the state after midnight as per the timing of the state.
4. The delegation period (inside the state) shall be determined with the actual days of the training course or the training program.

## Article (58)

### **Allocations of the courses and training programs:**

1. The allowance for delegation in courses and training programs or seminars, workshops and forums:
  - a. The employee delegated in course or training program outside the state shall deserve the below-shown allowances and he shall deserve (50%) of the allowances, if the employee was in the complete entertainment of the training authority, to which he has been delegated.
2. Delegate expenses:
  - a. The employee delegated in course or training program or seminars, workshops and forums shall be considered in a complete entertainment, if the authority, to which he has been delegated, has provided him with the allowance or the expenses of the residence, food and transport.
  - b. The authority, to which the employee is delegated, didn't provided any of the expenses referred to in the clause "A" above during the course or

the training program, the employee shall be considered in incomplete entertainment. At such time, the work authority, to which the employee affiliates, shall release the travel allowance per each day and the part of the day shall be considered as one complete day for the purposes of the release.

- c. As per a statute issued by the council, the Federal Entity shall incur the expenses of residence and living of the employee delegated in course or training program or seminars, workshops and forums within the state plus his monthly total salary, provided that the distance between the training headquarter and the work headquarter shall be more than (100 KM) and the period of course and training program or seminars, workshops and forums shall be more than one day.

Delegate job and job rank	Entertainment	
	Without	Complete
General managers, executive managers and their like	3.000	1.500
Top jobs	2.500	1.250
Remaining jobs	2.000	1.000

## Article (59)

### Travel Tickets

The employee delegated in course or training program or seminars, workshops and forums shall deserve the following travel tickets:

1. Travel ticket for the employee from the work headquarter within the state to the country, where he is delegated and vice-versa.
2. One travel ticket will be released for one of members of the family of the female employee to accompany her in any course or training program or seminars, workshops and forums outside the state, whatsoever the

period thereof, in the same class of travel determined for the delegated female employee.

3. The class of travel of the employee delegated in course or training program or seminars, workshops and forums outside the state shall be according to the following table:

Job Rank	Class of Travel
The general Managers, Executive Managers and their like	By air in the first class or the equivalent thereof through any other mean of the travel means.
Top jobs	By air in the business class or the equivalent thereof through any other mean of the travel means.
Remaining jobs	By air in the economy class or the equivalent thereof through any other mean of the travel means.

## Article (60)

### Other expenses

1. The employee delegated in course or training program or seminars, workshops and forums shall deserve the expense of the medical treatment as per receipts approved by the embassy of the state, any of the competent offices that affiliates to the same or any of the health authority in charge within the country of delegation as the case may be.
2. The work authority shall extract the required visas and pay the fees of extracting the same from the competent authorities.

## Article (61)

### **Terminating the participation of the employee in the training course:**

The participation of the employee delegated in the training course or the training program may be terminated, if this is required by his conditions, the need of the work or the public interest.

## Chapter Nine

### Leaves and their types Leaves' types

#### Article (62)

**The leaves shall be classified as follows:**

1. Annual leaves.
2. Sick leaves.
3. Maternity leave.
4. Paternity leave.
5. Funeral leave.
6. Iddat leave.
7. Pilgrimage leave.
8. Exceptional leave.
9. Study leave.
10. Leave without salary

#### Article (63)

##### **Annual leave**

1. The employees appointed in permanent jobs shall deserve an annual leave with total amount paid in-advance after approval of the competence authority as follows:
  - a. (30) workdays for the general manager, the executive manager and their like as well as the top jobs determined by the Federal Entity.
  - b. (22) workdays for the remaining jobs.
2. The annual leave may not be permitted, unless the probationary period is passed successfully.
3. The competent authority may arraign the employee from his annual leave permitted for him and returning him to his work before the expiry of the period thereof, if required by the work interest. In such case, the

employee shall be compensated financially for the period remaining from the leave that hasn't been utilized, because of the arraignment (according to the comprehensive salary) or adding the remaining period of the leave to the balance of the annual leave as well as the travel ticket resulting from the arraignment, if the employee is outside the state.

4. The employee may – after beginning of his leave and in special cases approved by his line official – request discontinuing his leave and returning to the work, provided that the remaining period of his leave shall be added to his leave balance.
5. The employee may take his annual leave all at once or divide the same into different periods after obtaining the consent of his line official. In addition, the employee may combine between the annual leave and any other leave deserved for him according to the cases stipulated in this regulation.
6. If the period deserved by the employee from the annual leave is different, due to promoting him or amending his rank, his annual entitlement shall be amended with the percentage of period as of the date of issuing the resolution of promotion or rank amendment.
7. The employee may not request the consideration of the sick leave, if it occurred during his annual leave.
8. If the sick leave taken by the employee during his annual leave extended after the expiry of the annual leave, at such time the remaining period of the sick leave shall be calculated as of the day determined for the return of the employee to undertake the work after expiry of the annual leave. This shall be according to the rules determined in calculating the sick leave as shown in this regulation.

## Article (64)

1. The employee shall consume his annual leave during the year, for which the leave is due. The work authority shall enable him from consuming period not less than half of period of the annual leave due for him.
2. Subject to the clause No. (3) of article No. (63) therein, the employee may carry forward half of the annual leave balance that isn't consumed to the following year. In such case, he may not benefit from the extra

period.

3. The employee may not deserve – during the service – cash allowance for the remaining and unconsumed balance from his annual leave.
4. In case of terminating the service of the employee, a cash allowance shall be released to him for his annual leave balance deserved for him legally.
5. If the service of the employee terminated before completion of the year, for which the annual leave has been determined, the number of leave's days consumed by him over the period deserved by him after the date of service termination shall be deducted.

### Article (65)

#### **The employee may not deserve any annual leave for the following periods:**

1. Period of the school leave or the educational mission.
2. Period of employee's stoppage from the work (without salary).
3. Period of employee's imprisonment in implementation of a judicial judgment passed against him in the cases, when the service isn't decided to be terminated legally.
4. The probationary period of the employee, if such period terminated by the unsuitability for the job.

### Article (66)

#### **Sick Leave**

1. The employee shall be granted a sick leave, if his health status hinders him to perform his work or in order to turn away any health dangers from him and the others based upon medical report from an approved medical authority.
2. The employee shall inform his line official about the sick leave once becoming entitled to the same, unless there is compulsive excuse hinders this.

3. The maximum of the sick leave shall be calculated in each time or during the year according to the workdays. The weekends and the official holidays may not be compensated with other days, if such leaves and holidays occurred during the sick leave.
4. The maximum of the sick leave of the employee shall be fifteen workdays per year permitted as follows:
  - a. As per medical report approved by the official medical authority, if the period of the sick leave doesn't exceed five successive workdays in one time.
  - b. If the sick leave exceeded five successive workdays in one time or if the sick leave period exceeded the maximum referred to above, at such time the permission of the sick leave shall be as per medical report approved by the Medical Committee.
5. If the employee exceeded the maximum of the sick leave; i.e. fifteen workdays per year, the employee may be referred to the medical committee to determine what is deemed suitable regarding its health status.
6. In case of repeating the sick leaves, the employee may be referred to the medical committee to apply the medical examination to him and to prepare a detailed medical report to determine the extent of correctness of the sick leaves and the extent of his health fitness to the work.
7. The permission for the sick leave, if the same continued for period exceeds six months, shall be as per a report approved by the competent medical committee. The medical committee may extend such period to other periods don't exceed six months or recommend the termination of his services due to the lack of health fitness.
8. The sick leave shall be calculated within the service period, for which the employee deserves end of service reward or retirement pension. The employee shall deserve the total salary for the sick leave.
9. The employee shall be permitted to take a sick leave for period doesn't exceed one year with total salary, if the disease resulted from work injury. If his disease continued for more than this period, he shall be referred to the medical committee to examine his pathological status. The medical committee may extend such leave for period not more than six additional months or recommend the termination of his services due to the lack of health fitness according to the provisions of the law of pensions and social insurances.

10. In application of provisions of this regulation, the work injury means any injury that occurs as result of an accident happened during performing the work, due to the work or the injury with any of the professional diseases determined by the competent medical committee shown in the previous paragraph and based upon the table No. (1) attached to the federal law No. (8) of 1980 on the regulation of the work relationships and the law in amendment thereto. The accident that occurs during the going to and returning from the work shall be considered as a work injury.

## Article (67)

### Maternity leave

1. The female employee appointed in a permanent job shall be granted a maternity leave with total salary for period of two months and such leave may be granted two weeks before the date expected for the childbirth based upon a medical report submitted by the physician, provided that such leave shall be successive.
2. After termination of the maternity leave and for period of four months as of the date of returning to the work, the female employee may depart from the work headquarter for two hours daily to breast feed its child; whether such departure was in the beginning of the official work hours or in the end thereof. In all cases, these two hours shall be calculated from the work hours and with total salary.
3. The female employee may combine between the maternity leave, annual leave and leave without pay.
4. The weekends and official holidays occurred in the maternity leave shall be calculated in the leave period as well as the weekends and official holidays that occur in the beginning or end of the leave.
5. The calculation of the entitlements to the end of service reward, the retirement pension and the annual leave shall continue for the approved maternity leave period.
6. If the female employee has been granted a sick leave during the maternity leave, the maternity leave may not be extended to the amount of such leave.
7. The employee shall take a maternity leave during the probationary period, provided that the probationary period shall be extended to the amount of such leave.

## Article (68)

### **Paternity Leave**

The employee who is blessed with alive child within the state shall be granted a paternity leave with total amount for period of three consecutive or separate workdays during the first month of delivery of his child.

## Article (69)

### **Funeral Leave**

1. The employee shall be granted a funeral leave with total salary as follows:
  - a. For period of five workdays in case of death of any of his first-degree relatives (father, mother, son, daughter, wife).
  - b. For period of three workdays in case of death of any of his second-degree relatives (grandfather, grandmother, brothers and sisters, grandchildren).
2. It is allowed to combine between the funeral leave, annual leave and leave without pay.
3. If the funeral leave occurred during the annual leave, the employee may extend his annual leave or increase his balance of the annual leave for period equivalent to the number of workdays, when the funeral leave occurred.
4. The employee shall inform his work authority regarding the death of any of his relatives, provided that he shall submit an acceptable proof after his return from the leave.
5. The funeral leave shall begin as of the date of death.
6. The degree of relationship of any of the couple shall be the same degree of relationship of the other one.

## Article (70)

### **Iddat leave**

1. The Muslim female employee, whose husband dies, shall be granted a special leave with total salary for period of four months and ten days as of the date of the husband's death and this leave may not be calculated within her other leaves.

2. The female wife shall inform her line official regarding the death of the husband through any possible mean personally or through any of the relatives or colleagues. The death certificate, which is approved and authenticated by the official authorities whether inside or outside the state according to the place of death, shall be attached.
3. The entitlements to the end of service reward, the retirement's pension and the annual leave shall continue for the approved iddat leave.

## Article (71)

### **Pilgrimage Leave**

1. The Muslim employee shall be granted a leave for period of fifteen workdays with total salary to perform the pilgrimage obligation with maximum of two times during his service period, provided that period of ten years at least shall pass between both two times.
2. The employee may combine between the pilgrimage leave and the annual leave.
3. The pilgrimage leave may not be granted, unless the probationary period has been passed successfully. The employee shall submit proof on performing the pilgrimage obligation after his return.
4. The pilgrimage leave that hasn't been taken by the employee may not be considered as an acquired right for him; accordingly, it may not be included in the calculation of the annual leave balance upon termination of the employee's period.

## **Exceptional leave**

## Article (72)

### **Sabbatical leave**

1. The citizen employee may be granted an exceptional sabbatical leave with total salary to perform any works or tasks related to representing the state in the national teams, sport or cultural activities or for any other similar reasons that don't relate directly to the work of the Federal Entity, where the employee works, based upon a request from the official authorities competent with such fields and for the period to be determined by it.

2. The entitlement to the sabbatical leave is conditioned by the following;
  - a. The employee shall have specialized qualifications and experiences, skills or talent in the fields mentioned in the previous paragraph.
  - b. The participation for representing the state shall be based upon a written request from the official authorities competent with such fields and for the period determined by them according to the statutes applicable in this regard.
  - c. The works or tasks may not relate directly to the work of the Federal Entity, where he works.
  - d. This leave may not be permitted for the employee for more than two times a year, unless the activity is entered in the plans and tables of activities determined previously in the requesting authority.
3. This leave may not be permitted, unless the employee has passed the probationary period.
4. The employee shall receive his total salary from the Federal Entity, to which he affiliates, plus any rewards or incentives received by him from the competent official authority, where he works during the sabbatical leave as well as the annual leave and sick leave from the authority, where he works, according to the applicable statutes.
5. The period of leave shall be included in the entitlement to the periodical bonus, promotion and retirement pension.
6. After expiry of the sabbatical leave, the authority for which the employee's works shall submit a report to the employee's original work authority showing the works achieved during the previous period and the level of his efficiency in performing such works and achievements.

## Article (73)

### **Leave for accompanying the patient abroad**

1. The employee may be granted an exceptional leave with total salary for period not more than two months in order to accompany a patient regardless the degree of relationship for treatment abroad based upon a recommendation from an official medical authority.
2. This leave may be extended based upon a medical report regarding the status, provided that such report shall be approved by the state's embassy.

3. Upon his return to the work, the employee shall submit to his work authority a medical report about the patient's status issued by the medical authority that undertaken his treatment. Such report shall be authenticated by the state's embassy at the treatment country and it shall be approved by the competent medical committee within the state. If the employee failed to submit this report, the line official shall submit recommendation to the Human Resources Department to take the required procedures including the reference of the employee to the violations committee.

## Article (74)

### **Leave for accompanying the patient in the state**

1. The employee may be granted an exceptional leave with total salary for period not more than two months renewable to accompany his other spouse or any of this relatives until the second degree in case of receiving the treatment within the state. This shall be based upon a medical report approved by an official medical authority stating the need of the patient for a companion during the period of receiving the treatment in the hospital or outside the same.
2. This leave may be extended based upon a medical report regarding the status, provided that such report shall be approved and it shall show the need of the patient for accompaniment.
3. Upon his return to the work, the employee shall submit to his work authority a medical report about the patient's status issued by the medical authority that undertaken his treatment. Such report shall be approved by the competent medical committee within the state. If the employee failed to submit this report, the line official shall submit recommendation to the Human Resources Department to take the required procedures including the reference of the employee to the violations committee.

## Article (75)

### **Study Leave**

1. Without prejudice to article No. (45) therein, the Federal Entity may

sponsor some of the citizen employees who work at it through granting them a paid study leave as per the full-time or part-time statute inclusive the expenses and fees to complete their university study or graduate study to obtain the approved professional certificate for period equals the period of the approved education program.

2. The citizen employee may be granted a paid study leave only as per the full-time or part-time statute within inside or outside the state with the purpose of obtaining a qualification higher than the secondary school certificate for period equals the period of the approved education program.

## **Provisions and controls for granting the study leave**

### **Article (76)**

The citizen employee shall be granted the study leave according to the following provisions and controls:

1. The period of service in the Federal Entity may not be less than one year.
2. The employee shall have obtained a performance evaluation at level fulfills the expectations and according to an approved performance management statute.
3. He shall have obtained an academic admission from any of the institutes or university colleges recognized by the Ministry of Higher Education and Scientific Research showing the type of study, specialization and period of study.
4. The scientific qualification required to be obtained shall agree with his career path and shall be in conformity with the nature of work and needs of the Federal Entity.
5. The employee may not combine more than one scholarship.
6. The employee shall not have been dismissed by studying authority for disciplinary reasons or for the reason of his poor scientific acquirement.
7. The study leave may not be permitted abroad, if the study is available within the state, unless this is for the work interest.
8. The delegate may be granted six months to study the foreign language abroad or in the state. Such period may be exceeded for not more than other six months based upon the reports received from the embassy of the state, the cultural attachés or the diplomatic missions within the

state. This period shall be dealt like the study leave.

9. The Federal Entity shall coordinate with the institute or the university, where the employee studies, for the purpose of providing it with reports for the study progress.
10. The employee who has been granted a study leave as per the full-time statute may not deserve any annual leave during the study period and he shall be subject to the provisions and procedures applicable in relation to the annual leaves and others in the institutes and university colleges along the study period.
11. The study leave is considered as an actual service period for the employee; therefore it shall be included in the entitlement of the periodic bonus according to the rules of the performance management statute, end of service reward and the retirement's pension.
12. The performance of the employee, who has been granted a study leave in the full-time statute, shall be evaluated in light of the scholastic acquirement and based upon the reports received by the work authority.

## Article (77)

- A. Subject to clause No. (7) of article No. (79) therein, the study leave may be extended for the employee, if there are urgent circumstances required the necessity of extending such leave according to the following controls:
  1. His scholastic acquirement shall be at performance level fulfills the expectations.
  2. The extension request shall be based upon academic justifications or requirements referred to the study authority.
- B. The employee – who is still in a study leave for obtaining scientific qualification – may be granted another study leave, if he has obtained an academic admission for stage higher than the previous study stage.

## Article (78)

The employee delegated in study leave inside the state of abroad shall adhere to the following:

1. Persistence on attending the study regularly according to the schedules

- approved for the same.
2. Terminating the study during the determined and permitted period.
  3. Obtaining the scientific qualification, for which he has been delegated.
  4. He may not change the specialization, for which he has been delegated and he may not transfer his study to another state, university, college or institute without the prior consent of the work authority.
  5. The employee shall serve the Federal Entity that delegated him for period equals the study leave period; however the mentioned period may be passed in ministry or federal or local government authority as per approval of the work authority. In case of violating this obligation, the delegate shall return all expenses and financial Allocations released for him during the study leave according to the provisions of law of the missions and tuition aids. Such amounts may not include the salaries received by the employee from the authority, where he works.
  6. The employee shall undertake his work within fifteen days, if the study leave in the state or within one month at most, if the study leave was abroad, as of the date of his obtainment of the scientific qualification or as of the date of termination of the study leave, whichever prior; otherwise, it will be considered that he ceased from the work and he will be subject to the provisions determined in this regard.

## Article (79)

**The study leave of the employee may be terminated in any of the following cases:**

1. Cessation from the study without acceptable excuse for period more than three months based upon the study reports received about the delegate from the state's embassy, cultural attachés or diplomatic missions.
2. Changing the scientific specialization, for which he has been delegated, the scientific authority that has joined or the approved study country without obtaining the prior consent from the work authority.
3. Committing any outrageous act or behavior or performing any action damages the interest or reputation of the state or practicing any activity that forms any violation to the laws applicable in the country of study.
4. Failure to join to study for period exceeds three months as of its

beginning date. If the work authority didn't accept the justifications for failure to join the study, the cessation period shall be deducted from his annual leave balance and the over period shall be calculated as cessation from the work without salary.

5. The study leave may be terminated, due to the needs and circumstances of the work or the public interest. In such case, the employee shall be exempted from returning all fees, expenses and financial Allocations released for him along the period passed from the leave.
6. The study leave may be ceased based upon the request of the employee for convincing reasons and for one semester only and in such case the study leave shall be extended for period equals the cessation period.
7. His failure to pass the examinations determined for his movement to the next stage of the study for more than one time during the study period. The work authority may – in case of necessity overlook such case for one more additional time. In all cases, this shall be without prejudice to the disciplinary accountability when required.

## Article (80)

With exception of cases mentioned in both clauses Nos. (5&6) article No. (79), the employee shall return all fees, expenses and financial Allocations released for him along his study period, excluding the total salary in case of terminating the study leave for the reasons mentioned in the previous article.

## Article (81)

### **Leave for performing the examination**

1. The citizen employee, who is registered in any of the remote education programs inside or outside the state or who is regular in the evening studies inside the state at any of the recognized colleges and institutes or schools, may be granted a salary with total amount to perform the quarterly and annual examinations and to discuss the thesis of the graduate studies, provided that its period shall be determined according

to the approved examination program. This isn't applicable to the examinations of accepting, registering or discussing the study projects during the semester.

2. The citizen employee may be granted an additional leave prior to the beginning of the examinations referred to in clause No. (1) above for period not more than five workdays, if the examinations are being performed within the state and not more than ten workdays, if the examinations are being performed outside the state. It is provided that the total leaves may not exceed (22) workdays per annum excluding the period of performing the examinations.
3. The citizen employee may be granted a short study permission for two hours daily to attend the class periods in an approved study program, until the termination of such program. This permission may not be granted in case of contradiction between the official work times and the class periods times.

## Article (82)

### **Leave without salary**

1. The employee may be granted a leave without salary for period doesn't exceed thirty days per annum, provided that the employee shall submit serious reasons require granting him this leave.
2. The following is conditioned for granting the leave without salary:
  - a. The employee may not have balance of the annual leaves.
  - b. Granting the leave without salary may not affect on the progress and regularity of the work in light of the requirements and interest of the work.
3. The leave without salary may not be calculated within the employee's service period and no annual leave by be calculated for the same.
4. The weekends and official holidays that occur within the period of leave without salary shall be considered as part thereof.

## Article (83)

Without prejudice to the provision of article No. (11/139) therein, the employee may not cease from his work, excluding within the limits of the leaves granted for

him. If the employee ceased from his work or didn't return after the termination of the leave granted to him, the following shall be followed regarding him:

1. If the line official has accepted the excuse of the employee who ceased from the work, the cessation period shall be deducted from his annual leave balance, if he has balance from the same. If such balance isn't enough, the extra period shall be deemed cessation from the work without salary.
2. If the line official didn't accept the excuse of the employee who ceased from the work, such employee shall be subject to the penalties mentioned in the table of violations of the official working hours and the cessation period shall be calculated without salary.

The period, which has been calculated as cessation from work, may be calculated within the period of employee's service.

## Article (84)

### **General Provisions on the leaves:**

1. The leaves due for the employee shall be granted within the periods permitted by the line official in the Federal Entity.
2. The service period of the employee shall be deemed continuous during his enjoyment of any determined and permitted leaves. Therefore, such leaves shall be included in entitlement to the periodic bonus, end of service reward and the retirement pension excluding the leave without salary.
3. The employee shall undertake his work on the determined time and after the termination of the period permitted for him, otherwise it will be considered that he has ceased from his work.
4. The employee may not deserve for the periods of his unpermitted cessation from work any of the determined leaves.
5. The line official may allow the employee to perform more than one type of the leaves continuously according to the provisions of this regulation.
6. During the period of transferring, delegating or seconding the employee to another authority, his leaves will be converted into balance and his dues of each of the types of the leaves will be determined until the end of the day prior to the validity date of the transfer, delegation or

secondment, so that the leave of the employee will be permitted from the authority, to which he has been transferred, delegate or seconded, according to the rules applicable at such authority.

7. If the service of the employee has been extended, after he has reached the age determined for the retirement, he shall be entitled to all types of leaves that may be granted before reaching his age determined for the retirement.

## Chapter Ten

### Job Violations

#### Article (85)

1. The employee shall behave properly in agreement with the behavior standards approved for the public jobs according to the Deed of professional conduct and general ethics of the job approved in the state. The employee shall adhere to the legislations applicable in the state. Each employee violates the job duties as stipulated therein or exceeds the requirements of the duty in the works of his job, he shall be penalized administratively according to the administrative penalties shown in article No. (87) without prejudice to the civil or penal liability when required.
2. The employee may not be exempted from the from the administrative penalties, unless it is proved that his commitment of the violations related to the job was in implementation of a written order issued to him by his line official in spite of warning him in writing regarding the violation. In such case, the person who issued the order shall assume the responsibility.
3. The competent penal authorities shall be notified, if it has been proved that what is committed by the employee implies penal crime.
4. The employee may not be punished for the same action or violation for more than one time and no more than one penalty may be imposed on him.
5. No administrative penalties may be applied to the employee, unless a written investigation has been performed with him and he shall be given the suitable opportunity for hearing his statements and investigating his defense.

## Article (86)

### Initial Investigation:

1. The line official shall undertake the initial investigation procedures regarding what he becomes familiar therewith through the complaints, examination or otherwise that there is a violation committed by one of his employees and such violation shall be one of these violations, for which the employee shall be referred to the violations committee.
2. The employee shall be referred to the violations committee, if it became clear to the line official that there are evidences or presumptions state that the employee has committed this violation.
3. The initial investigation may be orally, provided that the content thereof shall be mentioned in the referral request. If the investigation is in writing, a copy thereof shall be attached to the referral letter.

## General Principles

### Violations Committee

#### Article (87)

A committee called “Violations Committee” shall be formed at each Federal Entity and it shall be entrusted with the responsibility of reviewing the violations committed by the employees - excluding the violations related to the official working hours that are entrusted to the line official - and applying the administrative penalties shown herein-below excluding the penalty of dismissal from the service.

- Written notice.
- Written warning.
- Deduction from the basic salary with maximum of ten days for each violation and with maximum of sixty days annually.
- Recommendation of dismissal from the service with deserving the rights in the retirement pension or the end of service reward or depriving him from the same within the limits of the quarter.

The penalty shall be applied to the employee according to the magnitude and seriousness of the committed violation.

## Article (88)

### **Violations Committee Formation**

The violations committee shall be formed under chairmanship of an executive manager or his like in the Federal Entity and number of the members determined by the formation resolution, provided that they shall include representatives for the Human Resources Department and the Legal Affairs Department or the like. The committee shall have a reporter, who shall prepare the arrangements required for convening its meetings, writing its minutes and resolutions and informing the same.

## Article (89)

### **Procedures of referring the employee to the violations' committee:**

1. The violations committee shall receive a memorandum of request of referring the employee for investigation from the employee's heads according to the administrative hierarchical sequence at the Federal Entity showing the violation attributed to him, the evidences and presumptions related thereto.
2. The employee, who is referred to investigation, shall be arraigned as per a written notice or via the email of the employee signed by the chairman of the violations committee. Such notice shall be addressed to the employee and to the organizational unit that the employee affiliates thereto, provided that the notice shall include what is attributed to him and the date and place of the investigation's session five days at least before convening the same.
3. If the employee didn't appear before the violations committee, he shall be notified again through the same procedure and another date shall be determined for his appearance before the committee. It is provided that the notice of the date shall be three days at least before the date scheduled for the following session.
4. If the employee didn't appear before the violations committee after the second notice, the committee shall be entitled to dispose of the investigation in his absence after making sure that the employee is familiar with the notice.

## Article (90)

### **Investigation Procedures:**

1. The violations committee shall review the papers and become familiar with the subject matter within the limits of what is mentioned in the same. It shall make sure that it is competent with the investigation in the violation referred to it.
2. At the start of the investigation, the chairman of the violations committee shall read for the employee who is referred to the investigation all facts attributed to him clearing, make him familiar with the evidences that support his commission of the violation, so that the employee can express his defense and submit his documents that support his statements. All his statements shall be written and signed.
3. The chairman of the committee shall enable the employee from reviewing all papers and shall give him a sufficient period for preparing his defense memorandum.
4. The violations committee shall hear the testimonies of the witnesses – if any – and discuss them on their statements. The testimony of one witness may not be heard in presence of another witness. The procedures of investigation on the violations and the results thereof shall be secret.
5. The violations committee shall be entitled with reviewing the papers related to the violation committed by the employee and requesting any clarifications related to the violation from the organizational unit, to which he affiliates, or from the remaining related organizational units. The violations committee shall be entitled to suspend the employee for period not more than fifteen workdays for the investigation and to seek the help of the experts in the technical issues.

## Article (91)

### **Constituents of the administrative investigation:**

The investigation shall be in writing and the following shall be mentioned in the minute:

1. Date and hour of writing the same.
2. Name of the investigator or the names of the attending committee's members, the referral resolution and the authority that issued the same.

3. Name of the employee referred to investigation, his organizational unit, his job, his job rank and summary of the fact the subject matter of the investigation.
4. Recording the statements of persons heard by it.
5. Reading what is mentioned in the investigation minute for the employee.
6. Recording the procedures that have been taken, the documents that have been reviewed and the hour and date of completing the minute.
7. The signatures of the investigator or the attending members of the committee and the person who expressed his statement in the paper shall be affixed to each of the investigation papers.
8. The statements of the employee and aspects of his defense shall be recorded.

## Article (92)

### **Disposal of the investigation**

The committee shall dispose of the investigation as follows:

1. Keeping the investigation, due to the incorrectness of attributing the commission of the violation to the person referred to the investigation.
2. Keeping the investigation, due to the lack of importance, if what has been attributed to him doesn't deserve the application of penalty for it.
3. Keeping the investigation, due to the lack of evidences.
4. Reporting the responsibility of the employee referred to the investigation for all or some of what has been attributed to him. In such case, the committee shall issue its resolution by the majority and such resolutions shall be approved by its chairman. In the event of equal votes, the side having the chairman's vote shall overrule. The resolution shall be reasoned and in agreement with the fact proved against the employee referred to the investigation. The resolution shall imply one of the suitable administrative penalties stipulated in this regulation with exception of the penalty of dismissal from the service.
5. The employee shall be delivered the penalty resolution issued against him and he shall sign the same stating that he has received the same with notifying the competent authority.
6. If the violations committee founded that what has been committed by the employee indicates to a financial violation, it shall submit the matter to the president to examine the referral of the subject matter to the accounting

bureau to investigate the same according the law of establishing the same. The violations resolution shall issue resolutions of the penalties recommended by the accounting bureau.

7. If the action forms a criminal offense at the same time, the violations committee shall submit recommendation to the president for referring the employee to the competent investigation authority. The referral of the employee to the penal investigation may not prevent the application of the administrative penalty to him, unless the action in the disciplinary violation is dependent on deciding the criminal offense. If this resulted in referring the employee to the judicial authority to decide the proof of the facts attributed to the employee or the denial thereof, the violations committee shall adhere to the decision of the penal judgment in this regard.
8. If the violations committee founded that the penalty of dismissal from the service agrees with the facts proved against the employee, the violations committee shall submit recommendation thereby to the authority competent with the appointment.

## **General provisions**

### **Article (93)**

The resignation of the employee may not hinder the continuity in the administrative procedures related to the violation committed by him. The resignation of the employee may not be accepted and his services may not be terminated, if the employee has been referred to the violations committee or the competent judicial authorities, unless a resolution or decisive or final judgment has been issued on the violation attributed to him.

### **Article (94)**

1. The job violation shall be cancelled by the death of the employee or passage of two years after committing the same. Such period shall be interrupted by taking any of the investigation procedures in the same or by referring the employee to the violations committee or the competent

judicial authorities. A new period shall become valid as of the date of the last procedure taken in the violation.

2. If the employees, to whom the commission of the same violation is attributed, are various, the interruption of the period for any of them shall result in the interruption thereof as for the remaining employees, even if no procedures that interrupt the period has been taken against them. In its provided that a new cancellation period shall begin as of the day following the last procedure taken in the same.

## Article (95)

It is allowed based upon a recommendation from the violations committee – if required by the investigation interest – to suspending the violating employee provisionally and suspending the release of half of his total salary for period not more than three months. The committee may extend such period based upon the requirements of the investigation interest. If the employee has been discharged, if the investigation with him has been kept or if he has been punished by notice or warning, the amount suspended from his salary shall be released for him. However, if a severe punishment has been imposed on him, the resolution regarding the amount suspended from his salaries shall be referred to the estimation of the Violations Committee. Provided that it shall restrict to the following:

- a. If the penalty is to deduct from the salary, it is provided that the deprivation may not exceed ten days for each violation and it may not exceed sixty days per annum.
- b. If the penalty is the dismissal from the service, it shall be taken into consideration that the deprivation may not exceed the quarter of what has been suspended.

## Article (96)

If the employee has been referred to the court, because he has been committed a criminal offense related to the job or due to the job, the employee may be suspended from the work and his salary may be suspended until issuance of a decisive or final judicial judgment on the crime attributed to him.

## Article (97)

The service of the employee shall be terminated, if he is condemned with any offense or misdemeanor involves breach of moral turpitude or dishonesty or if he is condemned with any other offense or misdemeanor and he has been convinced with any punishment that restricts the freedom for period not more than three months.

## Article (98)

1. The employee shall be returned to his job and the amount suspended from his salary shall be released for him, in case of keeping the investigation with him, issuance of a resolution that there is no evidence for filing the penal lawsuit against him or his innocence in the accusation attributed to him. It is provided that this may not hinder holding him accountable administratively and applying the suitable administrative penalties against him.
2. The employee shall be returned to his job without releasing the amount suspended from his salary to him, if is condemned with any offense or misdemeanor involves breach of moral turpitude or dishonesty or if he has been sentenced to imprisonment for a period of three months or financial fine or if he has been sentenced to fine or imprisonment with suspending the execution.

## Article (99)

Each employee imprisoned in implementation for a judicial judgment in a civil lawsuit shall be suspended from the work and deprived from his total salary along his imprisonment period. His services may be terminated if his sentenced imprisonment period exceeded three months.

## Article (100)

The employee imprisoned provisionally in a crime that doesn't result from or due to the job shall be dealt like the employee who ceased from the work, provided

that the cessation period shall be deducted from his leaves' balance and if it isn't enough, such period shall be deemed leave without salary.

### Article (101)

If a resolution of dismissal from the service has been issued against an employee suspended from the work, his service shall be deemed terminated as of the suspension date and no salaries may be paid to him for the suspension period.

### Article (102)

The application of penalty for the violations committed by the seconded employee shall be in the competence of the authority, to which he has been seconded, according to the administrative procedures and penalties applicable at such authority. It is conditioned that his original work authority shall be informed of the violation committed by him and the administrative penalties imposed on him.

## Chapter Eleven

### Corporate Culture

#### Article (103)

#### **Deed of professional conduct and general ethics of the job**

1. All employees of the Federal Entities shall adhere to reviewing the Deed of professional conduct and general ethics of the job approved by the government and they shall pass the training within the timeframe determined for this.
2. The Human Resources Department at the Federal Entities shall provide a mean for the employee, who can't train, in order to enable him through any method to understand and sign the same.
3. Each employee fails to review and train on the deed within the determined timeframe shall be referred by the human resources department to the violations committee.

#### Article (104)

#### **Work Relationships:**

The Federal Entities shall create a work environment, through which the objectives of the government and its employees can be achieved. Such environment shall be distinguished with the following

1. It shall encourage the employee to submit the distinguished and unique proposals and ideas.
2. It shall provide equal opportunities for the development and improvement of the employees through the continuous consultation with them.
3. It shall be safe and fair and it shall fulfill the main requirements of the employee.
4. It shall consider the cultural diversity and the individual differences of the employees.

5. It shall provide opportunities for the employees to participate in submitting the proposals related to the improvement of services and development of objectives.
6. It shall provide an environment suitable for the professional health.

## Article (105)

### **Personal Behavior**

The employee shall behave properly in agreement with the standards of the behavior approved for the public jobs. Especially, the employee shall adhere to the following:

1. Respecting the laws, regulations and statutes related to the performance of the job duties and responsibilities and the deed of professional conduct and general ethics of the job.
2. Performing the works entrusted to him with full accuracy, care and integrity in order to achieve the interests of the authority, where he works.
3. Practicing the job tasks with good faith and to be free from the bad faith, negligence, and violation to this regulation or damage to the public interest.
4. Rendering the distinguished services for all clients in a professional and balanced manner characterized by friendliness and love of assistance.
5. Behaving in way keeps the reputation of the government in general and the federal authoring, where he works, especially.
6. Adherence to the highest ethical standards in his behavior and conducts.
7. Respecting the rights and duties of the coworkers and treating them with full decency.
8. Using the public funds as per the requirements of the honesty and diligence and avoiding the wasting.
9. Not to exploit the information obtained by him while performing his job duties.

## Article (106)

### **Adherence to the applicable legislations**

1. The employee shall adhere to the legislations applicable within the state.
2. Each employee commits violation to the laws and work statutes or job requirements shall be punished by the administrative penalties stipulated therein without prejudice to any procedures or punishments stipulated in any other legislations.
3. It is prohibited that the employee utilizes his position or relationships established by him during his work to effect or intervene improperly in the procedures performed by the competent investigation authorities whether from inside the work authority or outside the same.

## Article (107)

### **Information Disclosure**

1. It is forbidden that the employee, during his service at the Federal Entity and after the termination thereof, disclose or reveal any secret information whether it is written, electronic, oral or any of the forms thereof, unless he has obtained a written permission thereby from the competent authority and whether such information are related to the authority, where he works, or any other authority according to the governance statute of the board of directors.
2. Immediately upon the termination of his service for any reason, the employee shall handover his work authority all documents, files, materials, tapes, CDs, programs and any properties of the authority, where he works, or that is owned by any of the other authorities in the government, even if they didn't contain confidential information.

## Article (108)

### Customer service

The Federal Entities shall serve the customers according to the best standards and procedures and through an effective method fulfills their aspirations by way of establishing distinguished relationships with them.

In order to achieve this, the employee shall perform the following:

1. He shall not join to any promotional activity related to the customers and shall adhere to the strict neutrality in his dealing with them.
2. He shall reject any attempt made by the customers to submit any seductions or personal benefits with the purpose of receiving a special dealing. In all cases, the employee shall inform the competent authority at his work authority regarding such attempts.

## Article (109)

### Gifts and bribes

1. It is forbidden that the employee accepts any gifts, unless it is a promotional or advertising gift and holds the name and logo of the authority that submit the same. It is provided that the Federal Entity shall determine the organizational unit that is allowed to accept the gift on behalf of it in order to distribute the same according to the controls and standards approved at it.
2. The gifts shall be submitted and distributed only in the name of the Federal Entity and by the organizational unit approved by it.
3. Subject to the legislations applicable within the state, it is forbidden for the employee to accept, take, submit or request any bribes.
4. The bribe here means the submission of any financial amount, specific service or anything that have material or moral value to any public employee in order to spoil the course of action through taking any procedure that:
  - a. Accelerates any work that is required to be performed by the employee by virtue of his work.

- b. Leads to the abstention of the employee to perform any work entrusted to him.
  - c. Leads to the mediation of the employee at another employee to terminate a transaction or take procedure in violation to the applicable legislations.
5. In all cases, all cases of bribes that are suspected or notified shall be investigated. If it is proved by the result of the investigation or in case of presence of strong evidences that the employee has requested, accepted, received or paid a bribe to another employee, such employee shall be referred to the competent judicial authorities. This may not violate their right to take the procedures related to the violations against the violating employee according to the procedures and controls stipulated in this stipulation.

## Article (110)

### **Interests' conflict**

While performing his job duties, the employee shall avoid the conflict that may occur in the interests between his private activities and the interests and processes of the government. In addition, the employee shall avoid any work that may raise suspicions regarding the interests' conflict. The employee shall avoid the following especially:

1. Participation in any process or official resolution affects directly or indirectly on the success of a contractor or supplier, who is from his relatives until the fourth degree.
2. Participation in any resolution that may lead to granting any benefits to any of his relative until the fourth degree.
3. Participation in any process or official resolution affects directly or indirectly on the success of a contractor, supplier or project, in which the employee is partner in whatsoever way and leads that the employee receives any percentage, share or material benefit whether directly or indirectly.
4. Exploiting his job position or disclosing any information received by him by virtue of his work to achieve specific targets or obtain any special service or transaction from any whatsoever authority.

## Article (111)

### **Working at the others and owning shares in the companies:**

1. The noncitizen employee is forbidden to work at the others with or without salary, unless by the prior written consent of the authority, where he works.
2. The noncitizen employee is forbidden to own shares in any special institution or company, excluding the Public Joint Stock Companies, unless by the prior written consent of the authority, where he works.
3. The citizen employee at the Federal Entities, unless the laws or resolutions of establishing the same stipulated otherwise, may own any share in any private company or institution, manage such companies or institutions or work at the other with or without salary.

In all cases, it is conditioned that the employee shall fulfill the following conditions to work at the others or to own shares in the private companies or institutions:

- a. Notifying his work authority.
- b. The work shall be outside the official work hours.
- c. The work or ownership may not affect negatively on his job duties and tasks and may not reflect negatively to the status of the Federal Entity.
- d. His work shall not be related in any way to his official job and it may not affect on or be affected by his official job.

## Article (112)

### **Relatives' employment**

It is forbidden to appoint employees who are connected to each other by a marital relationship, kinship or relationship by marriage until the second degree in the same organizational unit or within the same direct supervisory relationship. In all cases, the employee may not participate in any resolutions or recommendations related to the appointment, transfer or promotion of any of those.

## Article (113)

### **Keeping the public funds**

The employee shall keep the buildings, vehicles, devices, equipments and other public properties owned by the Federal Entity and using the same for the work purposes and according to the applicable laws and statutes.

## Article (114)

### **Health, Safety & Environment Policy**

1. All employees and customers shall adhere to the approved environment policies and controls with the purpose of maintaining the environment, safety and welfare of those employees and customers, provided that they shall adhere to their responsibility for achieving this purpose.
2. The Federal Entity shall assume the responsibility of creating a safe and healthy work environment and maintaining the same according to the police approved by the government or Federal Entity in this regard.
3. The employee will be subject to the administrative penalty or judicial pursuit in case of violating any of the approved policies and statutes.

## Article (115)

### **Federal Entity Responsibility**

In order to achieve the objectives of Health, Safety & Environment Policy, the Federal Entity shall perform the following:

1. Setting standards and rules for the health and safety including the procedures and practices governed by them.
2. Informing the employees, customers and visitors regarding the procedures of health and safety.

3. Providing the employees with the required training and guidance regarding the approved safety procedures.
4. Providing the employees with the suitable safety equipments according to the work requirements.
5. Ensuring the all equipments, machineries and tools work in a good condition.
6. Ensuring that all dangerous materials are stored according to the safety standards and rules.
7. Immediate investigation in any accident and mistake and performing the required to avoid the repetition thereof.

## Article (116)

### **Employee's responsibilities**

The employee shall adhere to the following:

1. Adherence to the Health, Safety & Environment Policy approved at the Federal Entity.
2. Performing his duties by way ensures the safety for him and the others.
3. Abstention from performing any dangerous tasks that he isn't qualified to perform the same.
4. Not to misuse the safety equipments and tools provided by the Federal Entity.

## Article (117)

The Federal Entities shall insure on its employees against the injuries and accidents that occur during the work.

## Article (118)

### **Official Work Days and Hours**

The Official Work Days and Hours at the Federal Entity along the year shall be as follows:

1. The council shall be entitled to determine the official work hours at the independent Federal Entity in agreement with the nature of its work and for 35 hours at least weekly.
2. The Federal Entity shall be entitled to approve the regulation of organizing the flexible work hours according to the need of the work and within the limits of the number of hours approved weekly.
3. The weekend at the Federal Entity shall be on Friday and Saturday.
4. With exception of the holidays related to the feasts, any of the official holidays determined in the following clause may be carried forward to the beginning or end of the week, if it occurred between two workdays. The official holiday may not be carried forward or compensated, if it occurred at the same time of another official holiday or the weekend.
5. The official holidays of the Federal Entities in the state shall be as follows:

Occasion	Months	Number of days
Islamic New Year	First day of Muharram	One day
Prophet's Birthday	12 <sup>th</sup> Rabi' Al-Awwal	One day
The night of Isra and Miraj	27 <sup>th</sup> Rajab	One day
The National Day	2 – 3 of December	Two days
Eid al-Fitr	As of 29 Ramadan to 3 Shawwal	
Vigil of Eid al-Adha	9 <sup>th</sup> Dhul-Hijjah	One day
Eid al-Adha	10 <sup>th</sup> – 11 <sup>th</sup> – 12 <sup>th</sup> Dhul-Hijjah	Three days
New Year's Eve	First day of January	One day

## Article (119)

### **System of shifts**

The Federal Entity may apply the shifts system to all or some of the jobs or organizational divisions according to the work circumstances and requirements.

## Article (120)

### **Adherence to the official work hours**

1. All employees shall adhere to the determined work times and sign electronically or through any other ways stating the actual time of attendance and departure on the determined times. The general managers, executive managers and their like shall be excluded from the obligation of signing.
2. The employees, whose work nature requires so, may be exempted from this obligation. The employee shall inform his line official, if he wasn't able to attend and depart on the official times for exigent circumstances.
3. The work time shall be allocated for performing the job duties and the workplace may not be left during the official work hours, excluding by prior permission from the line official.

## Article (121)

### **Violations of the official working hours**

1. The line official shall be the first person in-charge of notification regarding the employee's adherence to the official works times. He shall take the required procedures regarding the imposition of the administrative penalty and he shall notify the Human Resources Department thereby.
2. The Human Resources Department shall make sure of the violations related to the official working hours and it shall make sure of the adherence of the line official with the penalties determined in the table of violations issued by the council.
3. The Human Resources Department shall make sure of the obligation of the line officials to perform their rule in following up the adherence

of their employees to the official working hours. If it is proved that the first official didn't adhere thereto, the Human Resources Department shall refer him to the Violations Committee.

4. The table of violations may be amended if required by the work interest at the Federal Entity.
5. The deduction penalty shall be made from the basic salary.
6. The penalties imposed on the employee shall be reasoned, provided that the employee shall be notified thereby within three workdays after the issuance thereof.
7. No more than one penalty may be applied to the employee for one violation.
8. If the employee committed more than one violation during the week, each violation shall be deemed independent from the other one as for the type and it shall be considered repeated as for the number of the times. The line official – in coordination with the Human Resources Department – shall impose the higher administrative penalty for the most severe type of the violations committed in light of the equivalent thereof from the number of repetition times for the total of the committed violations as shown in the table of violations issued by the council regardless the hierarchy.
9. If the employee repeated the violation for the fourth time before passage of three months as of the date of committing the first violation, the penalty determined for the third time shall be doubled. If the employee repeated the violation for the fifth time, the matter shall be submitted to the general manager to take the decision deemed suitable in this regard.
10. The penalty of deduction from the salary may not exceed ten days per each time and sixty days per annum. If this is exceeded, the violating employee shall be referred to the violations' committee.

## Article (122)

The administrative penalties shall be cancelled by the passage of the following time periods:

1. Three months in case of the written notice.
2. Six months in case of the written warning.
3. One year in case of deduction from the basic salary.

In all cases, the period shall be calculated as of the date of applying the penalty. The cancellation of the penalty shall result in considering the same null and void as for its legal effect. The mentioned penalties may not be cancelled, if the violating employee has committed any other violation during the mentioned periods. However, the Human Resources Department shall keep – as reference for it – a record about the penalties imposed on the employee in his job file.

### Article (123)

#### **Compensation for work in the weekends:**

1. The line official may entrust the employee with working in the weekend days according to the requirement and interest of the work.
2. The employee entrusted with work in the weekend days shall be granted days equal to the number of the days, when he has worked, as compensation for the same.
3. If the weekend occurred in days of official work task, the employee may be granted days similar to the weekend days happened in the official work task, as the case may be.
4. In all cases, the employee may not be granted a cash consideration for his workdays during the weekends.

### Article (124)

#### **Compensation for work in the official holidays**

1. The line official may entrust the employee with work in the official holidays according to the requirements and interest of the work.
2. The employee entrusted with work in the official holidays shall be granted days equal to the days, when he worked, as compensation. The part of the day shall be considered a complete day.
3. The employee who deserves compensation for the additional work may choose between the compensation by days equal to the official holidays, during which he has been entrusted to work or to request the release of the additional work compensation for the actual time, when

he worked, during the official holidays.

4. Without prejudice to the last clause above, if the official holidays occurred in the days of official work task, the employee shall be granted days equal to the official holidays' days passed in the official work tasks.

## Article (125)

### **System of compensation for the additional work:**

The council at the Federal Entity shall approve the a regulation determine the method of compensation for the additional work in other than the official work times in agreement with the actual work needs.

## Chapter Twelve

### Complaints

#### Article (126)

#### **Complaints Committee**

Based upon a resolution taken by the president, a committee shall be formed that shall be entrusted with examining the complaints from the administrative penalties consists of number of the members. It is provided that these members may not include member from the violations committee, whose resolutions is complained and the rank of the member of such committee may not be less than the rank of the complainant employee.

#### Article (127)

The employee may submit to the complaints committee a written complaint from the administrative penalties decided by the violations committee to be imposed on him within period doesn't exceed two weeks as of the date of notifying the employee with the resolution of the penalty. The performance evaluation complaints shall be excluded from this, as they shall be regulated according to the provisions of Performance Management Statute.

#### Article (128)

#### **Competences of the complaints committee**

The complaints committee shall examine the complaints submitted to it regarding the administrative penalties through reviewing the investigation file and hearing his statements regarding the fact the subject matter of the investigation. It shall be entitled to return the subject matter to the violations committee to fulfill any aspects or decrease in the investigation, to return the same to it again, to complete the examination of the complaint and to issue its resolution regarding the same as follows:

1. Rejecting the complaint.
2. Accepting the complaint and amending the penalty.
3. Accepting the complaint and cancelling the penalty.

The complaint may not be damaged by his complaint. The complaints committee may not amend the penalty by applying a penalty severer than the complained penalty.

## Article (129)

The complaints resolution shall be decisive in the complaints submitted to it regarding the application of both penalties of the written notice and warning.

## Article (130)

### **Objection to the complaints committee's resolutions**

The employee may object to the resolution of the complaints committee issued on other than both penalties of written notice and warning by submitting a written objection signed by him to the complaints committee formed at the authority within period doesn't exceed three weeks as of notifying him of the penalty resolution; otherwise, the resolution of the complaints committee shall be decisive.

## Article (131)

The reference to the objection procedure, may not affect negatively on the objecting employee whether personally or on his job position and this may not restrict, limit or prejudice any rights that he enjoys as per the determined rules.

## Article (132)

### **Objection Data**

The objection of the employee shall include the following data:

1. Name, place of work, job and address of the employee.
2. Resolution issued by the violations committee.
3. Resolution issued by the complaints committee on what has been attributed to him and the date of issuing it and becoming familiar with the same.
4. Subject matter of the objection and the reasons, upon which it has been built, accompanied with the documents deemed important to be submitted.

## Article (133)

### **Objections examination committee**

The complaints examination committee formed at the authority shall examine the objections submitted by the employees on the resolutions issued against them by the complaints committee – at the federal committee – on the penalties imposed on the employees.

## Article (134)

The objections committee shall issue its resolution on the subject matter of the objection submitted by the employee as follows:

1. Rejecting the objection.
2. Accepting the objection and returning the subject matter to the work authority of the employee to reconsider the penalty issued against him by a different committee.
3. The different committee may not increase the objected penalty, as no objector may be damaged by his objection.

## Article (135)

### Work Mechanism of objections examination committee

The committee shall receive the objection submitted by the employee in light of the resolution issued by the complaints committee and the work mechanism regarding the same shall be as follows:

1. Examining the objection submitted by the employee in light of the resolution of the complaints committee and all documents attached thereto within period of (30) workdays as of the date of submitting the request.
2. The committee is entitled to follow the following to practice its competence:
  - a. Entrusting who is deemed by it to perform the required researches or studies in relation to the objection the subject matter of the examination. The entrusted person shall be entitled to review the papers and records and to request the data deemed necessary to be reviewed.
  - b. Arraigning who are deemed by it from the employees of the work authority of the employee to hear his testimony or to obtain the required statement regarding the objection submitted to it by the employee.
  - c. Contacting each person deemed by it to be contacted from the employees of the federal government, if this is necessary and has relation to the subject matter of objection.
  - d. It may seek the opinion from Fatwa and Legislation Department at the Ministry of Justice regarding the subject matter of the objection, if it deemed this necessary.

## Article (136)

The employee shall be notified in writing on the resolution of the objections committee with showing the reasons for the same within period of ten workdays as of its issuance date. It is provided that the employee shall sign the same indicating that he has received the same and his work authority shall be informed therein.

## Article (137)

The employee who refers to the objection procedure may absent from the work

with salary to attend the different sessions of the committee, provided that he shall submit a prior written request thereby to his line official, if the session is held in emirate that is more than 100 km far from his place of work. This absence may not be deemed cessation from the work and the employee shall receive salary for the same.

### Article (138)

The employee may submit to the Human Resources Department any complaint related to the work environment. Such department shall review the complaints submitted to it and it shall decide the reference thereof to the competent committee in the cases that requires so.

In all cases, the employee may not object on the working hours, job rank or salary and rewards.

# Chapter Thirteen

## Service Termination

### Article (139)

The service of the employee may be terminated for the following reasons:

1. Resignation.
2. Reaching the age of reference to retirement.
3. Death.
4. Lack of health fitness.
5. Lack of functional efficiency.
6. Issuance of federal decree.
7. Dismissal by virtue of resolution issued by the Council of Ministers.
8. Dismissal from the service by virtue of resolution related to administrative violation or dismissal as per judicial judgment.
9. Withdrawal or cancellation of the employee's nationality.
10. Failure to renew the contract without acceptable justification for period of ten successive workdays or twenty separate workdays within one year.
11. Cessation from work without acceptable justification for period of ten successive workdays or twenty separate days during one year.
12. Restructuring.
13. Replacement according to the plan of settling the noncitizens employees, provide that the employee shall be granted a period of two months before terminating his services.

### Article (140)

As resolution of service termination for the reasons mentioned in the previous article shall be issued by the authority competent with the appointment excluding:

1. The dismissal of the employee, as a resolution from the council of ministers shall be issued regarding the same and based upon a recommendation from the Federal Entity with releasing the total salary for the notice period determined for the rank, provided that this period

may not be calculated in his service period at the Federal Entity.

2. Service termination for death; a resolution shall be issued on the same by the general manager or his representative.

## Article (141)

1. The employee shall continue in his work until expiry of the notice period; i.e. three months, for the top jobs and two months for the remaining jobs or as stipulated in the employment contract. However, the Federal Entity may based upon a request from the employee decrease the notice period after accepting the resignation and terminating his services immediately, provided that he has agree on paying the notice allowance payable to it or the deduction thereof from his dues. This period may not be calculated in his service period at the Federal Entity.
2. The Federal Entity may spontaneously – during the notice period – terminate the services of the resigned employee, provided that it shall pay to him his total salary due for him during such period and this period shall be calculated in his service period at it.
3. The Federal Entity may exempt the resigned employee, who request of decreasing the notice period has been approved, from paying the notice allowance payable by him to the Federal Entity

## Article (142)

1. The service of the citizen employee shall be terminated for health reasons according to the provisions and procedures followed at the General Authority for Pensions and Social Insurance.
2. The authority competent with appointment may terminate the services of the noncitizen employee, if the medical committee proved his lack of health fitness to perform the burdens of his job.
3. In all cases, it is conditioned that the services of the employee shall be terminated directly with releasing an amount equals the total salary for the notice period determined for his job rank, provided that such period may not be calculated in his service at the Federal Entity.

## Article (143)

1. The authority competent with appointment may terminate the services of the employee due to the lack of his functional efficiency, if he received annual evaluation according to the level and timeframe determined by the performance management system for this purpose.
2. In all cases, it is provided that the employee shall be given the notice period determined for his rank or releasing an amount equals the total salary for the notice period, without prejudice to his other dues.

## Article (144)

1. The authority competent with appointment shall be entitled not to renew the contract of the employee or to terminate the same at any time, provided that the employee shall be given a written notice thereby according to the conditions stipulated in the contract.
2. The employee whose services have been terminated by virtue of a federal decree, judicial resolution or withdrawing or cancelling his nationality may not deserve any financial dues as allowance for the notice period.

## Chapter Fourteen

### End of Service Reward and Final Provisions

#### Article (145)

1. The citizen employee dues shall be calculated upon the termination of his services according to the provisions of the pensions and social insurance law.
2. The noncitizen employee shall deserve end of service reward upon the termination of the service as follows:
3. Basic salary for one month per each year of the first five years of the service.
4. Basic salary for one month and half for each year of the following five years of the service.
5. Basic salary for two months for each year of the service years that exceed such period.
6. The employee may not deserve end of service reward, if his service period at the Federal Entity was less than one successive year.
7. For purposes of calculating the end of service reward, the notice period and accumulative leave shall be calculated as part of the service period and the part of the months shall be considered a complete month.
8. The end of service reward shall be paid to the employee who acquired the nationality of the state based upon the last basic salary received by him before acquiring the nationality.

#### Article (146)

The employees, who continue in the service at the authorities that have statutes special for them before applying this regulation, shall deserve end of service reward according to the following:

1. As for the employees, who are on the job before applying this regulation; their end of service rewards shall be calculated according to the statutes prevailing in the Federal Entity before issuing this regulation.
2. After the application of this regulation, the dues of the end of service reward shall be calculated for all employees (permanent and new) as shown in article (145) therein.

## Article (147)

### **Signing the contracts**

1. All employees, who are on the job at the time of issuing this regulation, shall sign the guide samples of the appointment contracts attached thereto or those prepared by the Federal Entity in agreement with its work without contradiction with the provisions of this regulation.
2. The Human Resources Department shall refer any employee, who didn't adhere to signing the contracts samples during the timeframe determined for such purpose, to the violations committee to take the required procedures against him.

## Article (148)

1. The lawsuit related to the appeal on the federal decrees issued on service termination may not be heard.
2. The lawsuits related to the administrative resolutions issued on the application of the provisions of this regulation may not be heard after passage of sixty days as of the date of the certain knowledge of the resolution.

## Article (149)

The application of the resolutions and statutes applicable in the Federal Entities at the time of issuing this regulation shall continue without contradiction with the provisions thereof until issuing the statutes and resolutions that supersede the same.

## Article (150)

1. The Authority shall be competent with interpreting the provisions of this regulation and the statutes related to the human resources in the Federal Entities.
2. The council may issue the resolutions, instructions and mechanisms required for regulating the work progress in the Federal Entity in agreement with the provisions of this regulation.

## Article (151)

The council shall issue table of the administrative powers and responsibilities related to this regulation.

## Article (152)

1. All employees, who work in the independent Federal Entities before the application of this regulation, shall maintain all their acquired rights.
2. The Federal Entity shall have the right to deduct any amounts become payable to it or any other government authority in the indebtedness of the employee whether during the service or thereafter or the right of claiming the same according to the statutes applicable within the state.

## Article (153)

Each issue that has no special stipulation in this regulation shall be subject to the provisions of the Human Resources Law in the federal government and its executive regulation.

## Article (154)

The councils in the independent Federal Entities shown in the table attached to this regulation shall issue the resolutions required for applying the provisions of this regulation to the employees working in these authorities within (90) days as of the promulgation date of this regulation.

## Article (155)

Each provision that contradicts or conflicts with the provisions of this regulation shall be cancelled.

## Article (156)

This resolution shall be promulgated in the official gazette and it shall be applicable (90) days after the day following the date of promulgating the same in the official gazette.

**Mohammed bin Rashid Al Maktoum**  
Prime Minister

**Issued by us**

**Date: 13 Rajab 1434 AH.**

**Corresponding to: 23 May 2013 AD.**

**Table attached to Resolution of the Council of Ministers No. (15) of 2013  
on Human Resources Regulation for the Independent Federal Entities**

<b>Independent Federal Entities</b>	
1	General Authority of Civil Aviation
2	Emirates Real Estate Corporation
3	Federal Entity for Electricity and Water
4	Sheikh Zayed Program for Housing
5	Institute of Training and Judicial Studies
6	General Authority for Pensions and Social Insurance
7	Federal Customs Authority
8	National Council for Tourism and Antiquities
9	Insurance Commission
10	National Center for Statistics
11	Zakat Fund
12	Marriage Fund
13	General Authority for Youth and Sports Welfare
14	General Authority for Islamic Affairs and Endowments
15	National Media Council

16	The National HR Development & Employment Authority
17	National Qualifications Authority
18	National Transport Authority
19	Emirates Authority for Standardization and Metrology
20	Office of the Minister of State «Reem al-Hashemi»
21	Authority and the Emirates Securities and Commodities
22	Emirates Post Holding Group
23	Emirates Petroleum Corporation
24	Red Crescent Authority
25	Zayed University
26	United Arab Emirates University
27	Higher Colleges of Technology
28	Emirates Identity Authority
29	Telecommunications Regulating Authority
30	Emirates Transport And Service Corporation

**Guide Sample for**  
**Citizen’s Full-Time Appointment Contract**

This is on ....., corresponding to ..... / ..... / ....., this contract has been concluded between:

Authority / Institution of ....., herein represented by ..... in his capacity as .....

*(Hereinafter referred to as “First Party”)*

**And Mr.**

Nationality:

Passport No.

ID card No.

Address:

Emirate:

Region:

Telephone No.

Mobile No..

P.O. Box:

*(Hereinafter referred to as “Second Party”)*

**Preamble**

Based upon the appointment resolution issued by the competent authority at the first party No. (.....) of ....., dated on .... / .... / .....

Whereas, the second party has successfully passed all interviews, professional exams and medical examinations, has submitted all documents required for his duly appointment and has agreed on the employment offer submitted by the first party;

Therefore, the above-mentioned parties have agreed on the following:

### **Clause One**

The previous preamble and any documents or annexes submitted by the second party and required as condition for the appointment shall be considered as integral part of this contract, as this contract will be deemed invalid, if they are proved incorrect.

### **Clause Two**

#### **Appointment**

The first party has agreed on appointing the second party to work at the first party by the full-time system according to the provisions of this contract in the job of (.....), in the section/department (.....), at the job rank (.....) against total salary amounting ( .....) according to the financial and functional budget determined for the citizen and for the rank to be occupied by him as per the following detail:

- Basic salary.
- Residence allowance (single – married).
- Cost of living.
- Transport allowance.
- Social bonus.
- Children bonus.
- Work nature allowance.
- Other allowances.

### **Clause Three:**

#### **Contract period:**

Subject to the herein-below clause five, this contract shall be valid as of the date of ..... / ..... / ..... until the termination of the second party's service for any of the following reasons:

1. Resignation.
2. Reaching the age of reference to retirement.
3. Death.
4. Lack of health fitness.
5. Lack of functional efficiency.
6. Issuance of federal decree.
7. Dismissal by virtue of resolution issued by the Council of Ministers.
8. Dismissal from the service by virtue of resolution related to administrative violation or dismissal as per judicial judgment.
9. Withdrawal or cancellation of the employee's nationality.
10. Cessation from work without acceptable justification for period of ten successive workdays or twenty separate days during one year.
11. Restructuring

### **Clause Four**

1. The second party undertakes that he has reviewed the Human Resources Regulation in the Independent Authorities, Deed of professional conduct and general ethics of the job.
2. The second party shall perform all duties, tasks and responsibilities related to the job and he shall perform his tasks accurately and honestly according to the job description and any other tasks entrusted to him by his heads in relation to his work.
3. He shall abstain from the prohibitions mentioned in any of the legislations applicable in the state.

4. He shall keep the secrets reviewed by him by virtue of his job whether during the continuity of his relationship to the work or thereafter.
5. The second party undertakes the acceptance of performing the tasks and responsibilities of the job entrusted to him according to the conditions of this contract, Human Resources Regulation in the Independent Authorities and any related legislations.
6. The second party acknowledges that his contracting and execution of his obligations according to the provisions of this contract don't contradict with any stipulation, conditions or obligations resulting from the same as per any other contract or job relationship.

## **Clause Five**

### **Probationary Period**

The second party shall be subject to a probationary period for three months renewable for similar period. The first party may terminate the service of the second party during such probationary period after notice period for five workdays, if it is proved that the second party isn't suitable for the work. In addition, the second party may resign from his job during the probationary period after submitting a notice of similar period.

## **Clause Six**

### **Annual Leave**

The second party shall be granted an annual leave with total salary paid for period of (.....) workdays, provided that such leave may not become due, excluding after the successful completion of the probationary period.

## **Clause Seven**

The second party shall deserve the periodical bonus based upon the level of his annual performance evaluation and the same shall be added to the basic salary.

### **Clause Eight**

As for the promotions, bonuses, cash rewards, annual rewards and others, the second party shall be subject to the provisions stipulated in the Human Resources Regulation for the Independent Federal Entities and the resolutions related thereto.

### **Clause Nine**

Upon the termination of his service for any reason, the second party shall handover the first party the properties, devices, documents or correspondences and reports, drawings, plans, files and the like that are in his possession and owned by the first party. The second party undertakes not to maintain any originals or copies of the same and to handover them to the first party whether they are paper, electronic or in any other form.

### **Clause Ten:**

The first party shall be entitled to deduct any amounts from the dues of the second party according to the provisions of the applicable legislations as well as the debts and obligations payable in the indebtedness of the second party for the first party.

### **Clause Eleven:**

The second party shall be subject to provisions of the law of pensions and social insurances; especially in relation to the monthly subscriptions' deductions along the validity period of the contract.

### **Article Twelve:**

Both parties have agreed that the Human Resources Regulation for the Independent Federal Entities, any amendments occurring thereto, resolutions of the council

of ministers, resolutions of the board of directors at the work authority and the statutes in complementary thereto shall have the reference in determining the rights and duties of both parties and at the time of interpreting the clauses of this contract.

This contract has been written in Arabic from two original copies and each party shall have one copy to work accordingly.

**Signature of the first party**

**Signature of the second party**

## Guide Sample for

### Contract of Regulating a Job Relationship Existing with a citizen

This is on ....., corresponding to ..... / ..... / ....., this contract has been concluded between:

Authority / Institution of ....., herein represented by ..... in his capacity as .....

*(Hereinafter referred to as “First Party”)*

**And Mr.**

Nationality:

Passport No.

ID card No.

Address:

Emirate:

Region:

Telephone No.

Mobile No..

P.O. Box:

*(Hereinafter referred to as “Second Party”)*

**Preamble:**

Whereas, the second party is one of the state’s citizens and he has been appointed in the Federal Government on .... / .... / ..... and he works currently in the job of ( .....) in section/department;

Whereas, the job relationship between both parties is still existing, continuous and governed by the legislations approved in this regard in the authority / institution; therefore, both parties have agreed upon this contract with the purpose of regulating this relationship until terminating the same according to the provisions of paragraph No. .... of clause No. (.....) therein. Thereupon, it has been agreed on the following:

**Clause First:**

The previous preamble shall be integral part of this contract.

**Clause Two:**

The second party agrees to continue in the work at the first party as per the full-time system according to the provisions of this contract in the job of (.....), in the section/department (.....), at the job rank (.....) against total salary amounting ( .....) according to the herein-below shown detail:

- Basic salary.
- Residence allowance (single – married)
- Cost of living.
- Transport allowance.
- Social bonus.
- Children bonus.
- Work nature allowance.
- Other allowances.



### **Clause Three**

1. Without prejudice to the periods of cessation of second party service according to the current or previous legislations, the service period of the second party before and after writing this contract shall be connected.
2. This contract shall be valid until the termination of the second party's service for any of the following reasons:
  1. Resignation.
  2. Reaching the age of reference to retirement.
  3. Death.
  4. Lack of health fitness.
  5. Lack of functional efficiency.
  6. Issuance of federal decree.
  7. Dismissal by virtue of resolution issued by the Council of Ministers.
  8. Dismissal from the service by virtue of resolution related to administrative violation or dismissal as per judicial judgment.
  9. Withdrawal or cancellation of the employee's nationality.
  10. Cessation from work without acceptable justification for period of ten successive workdays or twenty separate days during one year.
  11. Restructuring.

### **Clause Four:**

The second party undertakes to execute all duties, tasks and responsibilities related to the job and he shall abstain from the prohibitions stipulated in the Human Resources Regulation in the Independent Authorities, Principles of Professional Conduct Document, Public Job Ethics and any other related legislations. He shall perform his tasks accurately and honestly according to the job description. He shall keep the secrets reviewed by him by virtue of his job whether during the continuity of his relationship to the work or thereafter. He shall perform any other tasks entrusted to him by his heads in relation to his work.

**Clause Five:**

The second party shall attend to his work on the times and days and for the hours determined in the unified Human Resources Regulation for the Independent Federal Entities or by the work authority.

**Clause Six:**

Without prejudice to the balances of unconsumed leaves of the second party, the second party shall deserve annual leave with total salary paid for period of (.....) workdays. He may not take any leaves, excluding in the limits of his due leave period.

**Clause Seven:**

The second party shall deserve the periodical bonus based upon the level of his annual performance evaluation and the same shall be added to the basic salary.

**Clause Eight:**

As for the promotions, bonuses, cash rewards, annual rewards and others, the second party shall be subject to the provisions stipulated in the Human Resources Regulation for the Independent Federal Entities and its related statutes, resolutions and the amendments thereto.

**Clause Nine:**

Upon the termination of his service for any reason, the second party shall handover the first party the properties, devices, documents or correspondences and reports, drawings, plans, files and the like that are in his possession and owned by the first party. The second party undertakes not to maintain any originals or copies of the same and to handover them to the first party whether they are paper, electronic or in any other form.

**Clause Ten:**

The first party shall be entitled to deduct any amounts from the dues of the second party according to the provisions of the applicable legislations as well as the debts and obligations payable in the indebtedness of the second party for the first party.

**Clause Eleven:**

The monthly subscriptions' deduction shall continue and the same shall be transferred to the General Authority for Pensions and Social Insurance according to the Law of Pensions and Social Insurance.

**Clause Twelve:**

Both parties have agreed that the Human Resources Regulation for the Independent Federal Entities, any amendments occurring thereto, resolutions of the council of ministers, resolutions of the board of directors at the work authority and the statutes in complementary thereto shall have the reference in determining the rights and duties of both parties and at the time of interpreting the clauses of this contract.

This contract has been written in Arabic from two original copies and each party shall have one copy to work accordingly.

**Signature of the first party**

**Signature of the second party**

## **Guide Sample for Appointment By Special Contract**

This is on ....., corresponding to ..... /..... / ....., this contract has been concluded between:

Authority / Institution of ....., herein represented by ..... in his capacity as .....

*(Hereinafter referred to as “First Party”)*

**And Mr.**

Nationality:

Holder of Passport No.

Holder of ID Card No.

Address:

Within the state:

Outside the state:

*(Hereinafter referred to as “Second Party”)*

The following has been agreed upon:

### **Clause One:**

A. As per this contract, the second party shall be appointed at the first party to work in the job of (.....) in rank of (.....) against basic salary in an amount of (.....) AED only and with total salary in an amount of (.....) AED

plus the following privileges:

- 
- 
- 

It is provided that there shall be no duplication in the payment for both spouses, if they are working together in the Federal Government.

**Clause Two:**

The total salary of the citizen employee as determined in clause one therein shall include the following allowances taking into account the determination of the amount of each of the herein-below shown allowance:

1. Social bonus for the citizens.
2. Social bonus for the children.
3. Cost of living bonus.
4. Residence allowance bonus.

**Clause Three:**

This contract period shall begin on .../ .../ ..... and shall terminate on .../ .../ ..... The first party may extend this period for similar periods.

**Clause Four:**

The second party undertakes that he has reviewed the Human Resources Regulation in the Independent Authorities, Deed of professional conduct and general ethics of the job and that he will adhere to all duties and abstain from the prohibitions stipulated in the same and in the related resolutions.

**Clause Five:**

The second party shall execute all tasks and responsibilities related to the job or any other tasks entrusted to him in relation to his work.

**Clause Six:**

The second party shall adhere to the official working hours times determined in the Human Resources Regulation for the Independent Federal Entities or what is determined by the work authority in this regard.

**Clause Seven:**

The second party shall be subject to a probationary period for three months renewable for similar period. The first party may terminate the service of the second party during such probationary period after notice period for five workdays, if it is proved that the second party isn't suitable for the work. In addition, the employee may resign from his job during the probationary period after submitting a notice of similar period.

**Clause Eight:**

The second party shall be subject to the provisions of leaves stipulated in the Human Resources Regulation for the Independent Federal Entities.

**Clause Nine:**

The first party shall be entitled not to renew this contract and the first party may terminate the same before expiry of its period, provided that the first party shall give the second party a written notice thereby one month before the date determined for the termination. In this case, the first party shall pay to the second party the value of total salary for the notice period determined for his job rank as compensation for terminating the contract.

**Clause Ten:**

The second party may resign from his job based upon a written request implying the notice of the first party with notice period for two months. The resignation shall be deemed acceptable, unless the second party has taken the suitable resolution regarding the same and notified the second party thereby within fifteen days after submitting the same.

**Clause Eleven:**

The second party shall be subject to the service termination reasons stipulated in article No. (139) of the Human Resources Regulation for the Independent Federal Entities.

**Clause Twelve:**

The contract shall terminate by the expiry of the period thereof, unless both parties have agreed upon renewing the same.

**Clause Thirteen:**

Upon the termination of the service, the second party shall deserve end of service reward and cash allowance for his annual leave balance according to provisions of the Human Resources Regulation for the Independent Federal Entities and resolutions of the Council of Ministers and board of directors at the work authority without contradiction with the provisions thereof.

This contract has been written in Arabic from two original copies and each party shall have one copy to work accordingly.

**Signature of the first party**

**Signature of the second party**

## Guide Sample

### Full-time appointment contract for the noncitizens

#### Category (A)

This is on ....., corresponding to ..... / ..... / ....., this contract has been concluded between:

Authority / Institution of ....., herein represented by ..... in his capacity as .....

*(Hereinafter referred to as “First Party”)*

**And Mr.**

Nationality:

Holder of Passport No.

Holder of ID Card No.

Address:

Within the state:

Outside the state:

*(Hereinafter referred to as “Second Party”)*

Therefore, the above-mentioned parties have agreed upon the following:

#### Clause One:

- a. The first party has agreed to appoint the second party to work at the first party in the job of (.....) in rank of (.....) against basic salary in an amount of (.....) AED only and with total salary in an amount of (.....) AED plus the financial benefits determined for the rank.

- b. The following privileges shall be granted to the second party, provided that there shall be no duplication in the payment for both spouses, if they are working together in the Federal Government.
  1. Suitable house or housing allowance according to the rules determined at the work authority in this regard.
  2. Annual tuition fees (.....) for each son/daughter with maximum of (.....) children until the age of eighteen years old, provided that they shall reside with him inside the state and proof thereon shall be submitted.
  3. Travel tickets for the employee, his wife and his children for number of (.....) under eighteen years old in an amount of (.....) per each of them annually to be released for him (one year after the appointment date).
  4. Furniture allowance with maximum of (.....) AED for the single and with maximum of (.....) AED for the married according to the rules applicable at the work authority.
  5. Other allowances in an amount of (.....) AED according to the rules applicable at the work authority.
  6. Insurance of the medical medication for the second party, his wife and sustained children under eighteen years old according to the statutes applicable at the work authority.

**Clause Two:**

This contract period shall begin on .../ .../ ..... and shall terminate on .../ .../ ..... This contract is renewable for another year based upon written agreement of both parties.

**Clause Three:**

The second party undertakes that he has reviewed the Human Resources Regulation in the Independent Authorities, Deed of professional conduct and general ethics of the job. The second party acknowledged that he will adhere to all duties and abstain from the prohibitions stipulated in the same and in the related resolutions.

**Clause Four:**

The second party shall execute all tasks and responsibilities related to the job or any other tasks entrusted to him in relation to his work.

**Clause Five:**

The second party shall adhere to the official working hours times determined in the Human Resources Regulation for the Independent Federal Entities or what is determined by the work authority in this regard and the official work hours.

**Clause Six:**

The second party shall be subject to a probationary period for three months renewable for similar period. The first party may terminate the service of the second party during such probationary period after notice period for five workdays. In addition, the employee may resign from his job during the probationary period after submitting a notice of similar period as of the date determined for the resignation.

**Clause Seven:**

The second party may not cease from his work, excluding within the limits of the leaves granted to him. The procedures and conditions of utilization from the leaves shall be determined according to the provisions of the Human Resources Regulation for the Independent Federal Entities or any later amendments thereto.

**Clause Eight:**

The second party shall be subject to the service termination reasons stipulated in article No. (139) of the Human Resources Regulation for the Independent Federal Entities.

**Clause Nine:**

If the first party desired to renew this contract, it shall notify the second party therein before the expiry of its period, provided that the second party shall be granted a written notice as determined for his job rank. Thereafter, the contract shall be renewed and authenticated between both parties.

**Clause Ten:**

Each issue that has no special stipulation in this contract shall be subject to the provisions stipulated in the Human Resources Regulation for the Independent Federal Entities and resolutions of the Council of Ministers and board of directors at the work authority.

This contract has been written in Arabic from two original copies and each party shall have one copy to work accordingly.

**Signature of the first party**

**Signature of the second party**

## Guide Sample

### Full-time appointment contract for the noncitizens

#### Category (B)

This is on ....., corresponding to ..... / ..... / ....., this contract has been concluded between:

Authority / Institution of ....., herein represented by ..... in his capacity as .....

*(Hereinafter referred to as “First Party”)*

*And* Mr.

Nationality:

Holder of Passport No.

Holder of ID Card No.

Address:

Within the state:

Outside the state:

*(Hereinafter referred to as “Second Party”)*

Therefore, the above-mentioned parties have agreed upon the following:

**Clause One:**

The first party has agreed to appoint the second party to work at the first party in the job of (.....) in rank of (.....) against basic salary in an amount of (.....) AED only and with total salary in an amount of (.....) AED plus the financial benefits determined for the rank.

**Clause Two:**

This contract period shall begin on .../ .../ ..... and shall terminate on .../ .../ ..... This contract is renewable for another year based upon written agreement of both parties.

**Clause Three:**

The second party undertakes that he has reviewed the Human Resources Regulation in the Independent Authorities, Deed of professional conduct and general ethics of the job. The second party acknowledged that he will adhere to all duties and abstain from the prohibitions stipulated in the same and in the related resolutions.

**Clause Four:**

The second party shall execute all tasks and responsibilities related to the job or any other tasks entrusted to him in relation to his work.

**Clause Five:**

The second party shall adhere to the official working hours times determined in the Human Resources Regulation for the Independent Federal Entities or what is determined by the work authority in this regard and the official work hours.

**Clause Six:**

The second party shall be subject to a probationary period for three months renewable for similar period. The first party may terminate the service of the second party during such probationary period after notice period for five workdays. In addition, the employee may resign from his job during the probationary period after submitting a notice of similar period as of the date determined for the resignation.

**Clause Seven:**

The second party may not cease from his work, excluding within the limits of the leaves granted to him. The procedures and conditions of utilization from the leaves shall be determined according to the provisions of the Human Resources Regulation for the Independent Federal Entities.

**Clause Eight:**

The second party shall be subject to the service termination reasons stipulated in article No. (139) of the Human Resources Regulation for the Independent Federal Entities.

**Clause Nine:**

If the first party desired to renew this contract, it shall notify the second party therein before the expiry of its period, provided that the second party shall be granted a written notice as determined for his job rank. Thereafter, the contract shall be renewed and authenticated between both parties.

**Clause Ten:**

Each issue that has no special stipulation in this contract shall be subject to the provisions stipulated in the Human Resources Regulation for the Independent Federal Entities and resolutions of the Council of Ministers and board of directors at the work authority.

This contract has been written in Arabic from two original copies and each party shall have one copy to work accordingly.

**Signature of the first party**

**Signature of the second party**

## Guide Sample

### Appointment by Temporary Contract

This is on ....., corresponding to ..... / ..... / ....., this contract has been concluded between:

Authority / Institution of ....., (Hereinafter referred to as “First Party”) herein represented by ..... in his capacity as .....

*And* Mr.

(Hereinafter referred to as “Second Party”)

Nationality:                      Holder of Passport No.

Address:

Within the state:

Outside the state:

The following has been agreed upon:

#### **Clause one:**

The first party agreed to appoint the second party as per this contract in job of (.....) against lump sum salary in an amount of (.....) AED to be paid to him by the end of each month.

**Clause Two:**

The period of this contract shall be (for three months as maximum) as of ...../ ..... / ..... and it shall terminate on...../ ..... / ..... The first party may extend the period of the contract for three months at most.

**Clause Three:**

The second party undertakes that he has reviewed the Human Resources Regulation in the Independent Authorities, Deed of professional conduct and general ethics of the job. The second party acknowledged that he will adhere to all duties and abstain from the prohibitions stipulated in the same and in the related resolutions.

**Clause Four:**

The second party shall execute all tasks and responsibilities related to the job or any other tasks entrusted to him in relation to his work.

**Clause Five:**

The second party shall attend to his work on the times and days and for the hours determined in the unified Human Resources Regulation for the Independent Federal Entities or by the work authority.

**Clause Six:**

The second party shall be subject to a probationary period for three months renewable for similar period. The first party may terminate the service of the second party during such probationary period after notice period for five workdays. In addition, the employee may resign from his job during the probationary period after submitting a notice of similar period as of the date determined for the resignation.

**Clause Seven:**

The second party shall deserve the following leaves:

1. Leave without salary for period of five successive or separate workdays.
2. Funeral leave with lump sum salary.
3. Sick leave with lump sum salary as per a medical report approved by an official medical authority for period doesn't exceed five successive workdays in each time and the extra period shall be without salary.

**Clause Eight:**

This contract shall terminate by expiry of the period thereof or by the termination of the second party's service for one of the reasons stipulated in article No. (139) of the Human Resources Regulation for the Independent Federal Entities.

**Clause Nine:**

If the first party desired to renew this contract, it shall notify the second party therein before the expiry of its period, provided that the second party shall be granted a written notice as determined for his job rank. Thereafter, the contract shall be renewed and authenticated between both parties.

**Clause Ten:**

Both parties have agreed that the Human Resources Regulation for the Independent Federal Entities, any amendments occurring thereto, resolutions of the council of ministers, resolutions of the board of directors at the work authority and the statutes in complementary thereto shall have the reference in determining the rights and duties of both parties and at the time of interpreting the clauses of this contract.

This contract has been written in Arabic from two original copies and each party shall have one copy to work accordingly.

**Signature of the first party**

**Signature of the second party**



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