

Ministerial Decision No. (1) of 2024

According to the executive regulations of Federal Law No. (57) of 2023

Regarding pension and social security

Minister of Finance

After reviewing the Constitution

- Federal Law No. (1) of 1972 regarding the competencies of ministries and the powers of ministers, and its amendments
- Federal Law No. (57) of 2023 regarding pension and social security
- Based on the approval of the Council of the General Pension and Social Security Authority (GPSSA) in its meeting No. (3) of 2024

Decided:

Article (1)

Definitions

In applying the provisions of this decree, the following words and phrases shall have the meanings indicated next to each of them, unless the context of the text requires otherwise:

State:	United Arab Emirates.
Government:	Government of the United Arab Emirates.
Council of Ministers:	Cabinet of the United Arab Emirates.
Minister:	Minister of Finance.
Authority:	General Pension and Social Security Authority (GPSSA).
Council:	Council of the Authority.
Chairman of the Council	Chairman of the Council of the Authority.
Director General	Director General of the Authority.
Decree Law No. (57) of 2023 or Decree Law	Federal Law No. (57) of 2023 on Pension and Social Security
Pension Law No. (7) of 1999:	Federal Law No. (7) of 1999 promulgating the Pension and Social Security Law and its amendments.
Pension Laws in the State:	Any pension law in force in the country other than the Pension and Social Security Law No. (7) of 1999 or Federal Law No. (57) of 2023.
Insurance Benefits Exchange System:	The system for exchanging insurance benefits between pension funds operating in the country, which was issued pursuant to Cabinet Decree No. (46) of 2019 or any subsequent decision issued in this regard.
Year:	The Gregorian year.
Month:	A unit of time of 30 days.
Day:	The official working day.

Employer:	<p>1. In the government sector, federal government authorities, public bodies and institutions, public companies and banks in which the federal government has a stake, in addition to local government authorities that the government of the relevant emirate requests to be subject to the legal decree.</p> <p>2. In the private sector, any natural or legal individual, who employs Emirati employees in return for a salary of any kind.</p> <p>3. Regional and international missions and foreign political missions operating in the country</p>
Citizen	Everyone who holds the nationality of the state in accordance with the legislation in force in the state
Insured	Every citizen working for an employer is subject to the provisions of Federal Law No. (57) of 2023.
Contribution period	The period of service for which the insured is entitled to a pension or end-of-service gratuity, as the case may be, in accordance with the provisions of Federal Law No. (57) of 2023.
Pensioner	Anyone whose service has ended and is entitled to a pension in accordance with the provisions of the legal decree.
Retirement age	(60) Sixty Gregorian years.
Pension	The amount due from the Authority periodically every month to the pensioner or his/her beneficiaries pursuant to the provisions of Federal Law No. (57) of 2023
Entitled	Everyone who is entitled to a share in the pension amount due to the decease of the insured or the pensioner.
Length of service:	Every period of service that the insured spent at work during which he/she was subject to the legal decree, as well as the periods that he/she may add or supplement in accordance with its provisions.
Deemed length of service:	The hypothetical service period that the insured may purchase in accordance with the provisions of the legal decree for the purpose of adding them to the actual service.
Work injury:	Injury resulting from an accident that occurred during or due to work related incidents or from contracting an occupational disease. Any accident that occurs to the insured during the period of his/her direct commute to or from work is considered an injury.
Occupational disease:	The disease that is more common among those working in a profession or group of professions according to Annex No. (1) attached to the legal decree. The percentage of disability resulting from occupational diseases is estimated by a decision taken by the competent medical committee. The disease is considered occupational if contracted by the insured person during working hours or within one year from the date of leaving work.
Incapacity to earn:	Every person suffering from a disability that would reduce his/her ability to work by no less than (50%), and this is proven by a decision taken by a competent medical committee.
Total disability:	A disability that would completely and permanently prevent the insured from practicing any profession or work from which he/she earns a living, and this is proven by a decision taken by the competent medical committee

	after the condition has stabilized. Cases of total loss of sight, loss of arms, loss of legs, loss of an arm and a leg, and cases of mental illness or chronic and incurable illnesses, which are determined by a decision issued by the UAE Minister of Health and Prevention (MoHAP), are included in this ruling.
Partial disability:	Any disability that may permanently affect the insured's ability to work in his/her original profession or to earn in general and is the result of a work injury and proven by a decision taken by the competent medical committee after the condition stabilizes, based on Annex No. (2) attached to Federal Law No. (57) of 2023, which specifies the degrees of disability in case of organ loss. If the disability is not included in the table, its percentage is estimated in proportion to the disability that the insured has suffered in his/her ability to earn, provided that this percentage is shown in the report of the competent medical committee. If the resulting disability has a special impact on the injured individuals' ability to earn in his/her original profession, the type of work performed by the injured person must be clarified in detail, stating the effect of that in increasing the degree of disability in cases beyond the percentages stipulated in the aforementioned table.
Natural death:	Decease not resulting from a work-related injury.
Competent medical committee:	The medical committee formed by a decision issued by the UAE Ministry of Health and Prevention (MoHAP) to prove each case stipulated in Federal Law No. (57) of 2023.
Contribution account salary	The salary based on the employer's share and the insured's share in the contributions to the Authority are paid and determined in accordance with the provisions of Article (5) of Federal Law No. (57) of 2023
Pension account salary	<p>The salary by which the pension or end-of-service gratuity is calculated, as follows:</p> <p>1. For the government sector</p> <p>A. The average contribution account salary for the last six years of the contribution period, or the entire contribution period if less than that</p> <p>B. For the Prime Minister, deputies, ministers and those in their position, the average contribution account salary for the last six years of the contribution period or the entire contribution period if less than that</p> <p>2. For the private sector, regional and international missions and general foreign political missions in the country. The average contribution account salary for the last six years of the contribution period, or the entire contribution period if less than that</p>
Actuarial expert	Every specialist in insurance mathematics, including pension and social security who works to estimate the value of existing obligations and expected revenues and all work related to calculation, statistics and estimating actuarial costs and expressing actuarial opinions in cases stipulated by the legal decree. This decision is taken in accordance with the systems commonly known in the field of insurance.

Article (2)

Scope of application

1. The provisions of this legal decree applies to the following categories:

- a) A citizen who joins work for the first time with an employer as of 31/10/2023
- b) A citizen whose last service ends in accordance with any of the pension laws in force in the country, and then joins work with an employer covered by the provisions of Federal Law No. (57) of 2023 as of 31/10/2023
- c) A citizen transferred from a local or military entity to an employer covered by Federal Law No. (57) of 2023, provided that the insurance benefits exchange system and the cost of transportation are applied to them based on the provisions of this legal decree
- d) An individual who joins an employer covered by the provisions of Federal Law No. (57) of 2023, and then obtains the nationality of the country as of 31/10/2023
- e) A citizen who becomes a minister for the first time as of 31/10/2023
- f) An insured person who works part-time or in any other manner, provided that the Council issues the necessary rules and conditions for that, including the date of application

2. The following categories are excluded from the scope of application of this decree:

- a) An insured covered by the provisions of Federal Law No. (7) of 1999 before 31/10/2023 or the insured who was previously covered by the provisions of this law
- b) A pensioner who receives a pension in accordance with the provisions of Federal Law No. (7) of 1999
- c) An insured who receives an end-of-service gratuity in accordance with the provisions of Federal Law No. (7) of 1999
- d) A minister who was subject to the provisions of Federal Law No. (7) of 1999

3. Any individuals addressed by Clause (2) of this Article shall continue to be covered by the provisions of Federal Law No. (7) of 1999 even if he/she joined work for an employer starting 31/10/2023.

Article (3)

Controls for the insured's contribution

1. The term (insured) covered by this decree applies to every citizen who has met the following two conditions:

- a) He/she must have completed the age of 18 and not exceed the retirement age of 60
- b) He/she must be proven to be medically fit to work as certified by the competent medical authority

2. For the purposes of applying the provisions of Paragraph (A) of Clause (1) of this Article, the date of birth of the insured stated on the Emirates Identification Card should be taken into account when registering as per

provisions of the legal decree, and any amendment to this date should be taken into account if it is made within one year from the contribution date by a decision taken by the competent authority.

Article (4)

Employer registration rules

1. The GPSSA shall register the employer according to the employer registration form approved by the Authority, to whom the definition of employer in Article (1) of this decree applies.

2. The employer in the government sector is required to provide the following documents to the GPSSA for the purposes of registration:

- a) Registration application
- b) The legislation establishing the employer (a law, legal decree, articles of association and contracts of incorporation for organizations etc.)
- c) Emirates Identification Card (for the director authorized to sign, or the person authorized to sign) in accordance with the articles of incorporation

3. The employer in the private sector is required to provide the following documents to the GPSSA for the purposes of registration:

- a) Registration application
- b) Articles of incorporation
- c) A valid activity license issued by the competent authority
- d) Emirates Identification Card (for the director authorized to sign, or the person authorized to sign) in accordance with the articles of incorporation

Article (5)

Insured registration

1. The employer is obligated to register the insured with the Authority within a maximum period of (30) days from the date of joining the entity

2. Documents required for registration, include:

- a) An insured registration request fulfilling all the data it contains
- b) A copy of the insured's Emirates Identity Card
- c) For the purposes of implementing paragraphs (a) and (b), the GPSSA may replace the digital identity data available through electronic linkage with the supporting documents and data for registration referred to in this article

3. The employer is deemed to have registered the insured within the period specified in Clause (1) of this article if he/she fulfills all the documents for registration referred to in Clause (2) of this article

4. If the employer does not fulfill some of the documents for registration or any of the data included in the insured registration request, the Authority must notify him of this in accordance with the service provision level, and the employer must complete the deficiencies in accordance with that target
5. The employer is deemed to be negligent if they are proven to have violated the provisions of Clause (1) of this Article by exceeding the registration period of (30) days from the date the insured has joined the entity
6. The employer shall bear the additional amount of AED 200 for each day delayed in registering the insured with the GPSSA, and this amount is multiplied by the number of insured individuals

Article (6)

Termination of the Insured's service

1. The employer is requested to notify the GPSSA of the names of the insured individuals whose employment years have ended within a maximum period of (15) days from the date of termination of service
2. The employer must submit an end-of-service request for an insured individual through GPSSA's website, and complete all the data required accordingly
3. The employer is deemed to have notified the GPSSA of the insured's service termination date within the specified period in Clause (1) of this Article if he/she has completed all the relevant data and documents
4. The insured's end-of-service request is deemed incomplete if it does not include some of the data or documents attached to the request, and the employer is required to complete the deficiencies in accordance with the targeted level of service provision
5. Employers who do not complete the end-of-service procedures within a period of (15) days from the insured's date of termination will be violated as per provisions of Clause (1) of this Article, in which case he/she is obligated to pay an additional AED 200 for each day delayed, and this period may be reconsidered by a decision taken by the Council

Article (7)

Contribution account salary for the insured in the government sector

1. The contribution account salary is determined on the basis of the sum of the following elements:
 - a) Basic monthly salary
 - b) Cost-of-living allowance
 - c) Social allowance for the citizen
 - d) Social allowance for children

2. The monthly housing allowance is determined based on the job grade, and if this allowance is due annually, it is estimated monthly by dividing it by the number of months of the year
3. The maximum limit for the contribution account salary is AED 100,000

Article (8)

Contribution Account Salary for Ministers

1. The contribution account salary for the Prime Minister, ministers and those in their position are based on the following elements:
 - a) Basic monthly salary
 - b) Annual and monthly allowances determined in accordance with the regulating legislation
 - c) If the housing allowance is due annually, it is calculated monthly by dividing the amount by the number of months in the year
2. The maximum contribution account salary is AED 150,000

Article (9)

Contribution calculation salary for the insured in the private sector and foreign regional, international and political missions working in the country

1. The salary for the contribution account is composed according to the salary specified in the employment contract, including the following:
 - a. Monthly basic salary
 - b. Regular bonuses and allowances granted for work
 - c. The minimum contribution account salary is AED 3,000 and the maximum is AED 70,000 and only these two limits are taken into account for the purpose of paying contributions
 - d. The minimum contribution account salary is equal to the minimum salary for a citizen in the private sector, which is determined by a decision taken by the Council of Ministers, and is applied as of the date of its entry into force

Article (10)

GPSSA's Council to determine the components of the calculation salary

The Council may, by decision, determine the elements that are included in calculating the contribution salary in cases where the employer applies a salary schedule for his/her employees, contrary to what is stipulated in Articles (7, 8, 9) of this decree. If the decision results in a financial impact for the GPSSA, the employer shall bear its value as estimated by the Authority's actuarial expert.

Article (11)

Monthly contributions paid to the Authority

1. Contributions are paid on the basis of the salary of the insured individual's contribution account referred to in Articles (7), (8) and (9) of this decree
2. Both the insured individual and the employer bear their share of contributions as follows:
 - a. In the government sector:
 - The insured's share: (11%) of the contribution account salary
 - The employer's share: (15%) of the contribution account salary
 - b. The private sector, regional and international missions, and political missions operating in the country:
 - The insured's share: (11%) of the contribution account salary
 - The employer's share for the insured whose contribution account salary is AED 20,000 or more: (15%) of the contribution account salary
 - The employer's share for the insured whose contribution account salary is less than AED 20,000: (12.5%) of the contribution account salary
 - The government's share for the insured whose contribution account salary is less than AED 20,000: (2.5%) of the contribution account salary
3. Employers are obligated to deduct the insured's share of contributions and pay it alongside their share to the GPSSA in accordance with the provisions of Articles (12), (13), (14) and (15) of this decree

Article (12)

The salary by which contributions are calculated

1. In the government sector

Contributions are calculated based on the actual salary of the insured before any deductions are made.

2. In the private sector

- a) The insured's salary in January of each year is the basis by which contributions are calculated
- b) The insured's salary in the month of joining work serves as the basis for calculating contributions if it is after January, until the following January, then contributions are calculated based on what is stated in paragraph (A) of this item
- c) For the purpose of calculating contributions, any changes that occur in the salary, whether by increase or decrease, after January or after the month of joining work, are not considered, and these changes will be included in the following January in both cases
- d) As an exception to the provisions of paragraph (C) above, if an increase occurs in the insured's salary during the year and its payment is retroactive so that it includes a period prior to the date of the

employer's decision to increase, the employer is obligated to pay the GPSSA the differences in contributions as a result

- e) The provisions of paragraphs (a), (b), (c) and (d) of Clause (2) of this Article apply to the insured individual who works for any of the regional, international or foreign political missions operating in the State

Article (13)

The employer's commitment to provide the necessary documents for calculating contributions

1. The employer is committed to providing the Authority with any documents, data or statements including the insured's salary, for the purposes of calculating contributions within ten days from the date of the request
2. An additional amount is imposed on an employer who violates the provisions of Clause (1) of this Article, amounting to AED 100 for each day delayed, and this amount is multiplied by the number of insured individuals

Article (14)

Date of payment of contributions to the Authority

The employer is obligated to pay contributions from the beginning of the month following the month by which they are due. The GPSSA may extend that date until the 15th day of that month.

Article (15)

The period of service by which contributions are due

1. Contributions are due from the date the insured joins an entity until the date of the end of employment service, month by month
2. Contributions are paid in full for part of the month of the insured's service, considering it a full month, whether during the beginning of the service or at the end

Article (16)

Additional amounts related to contributions

The employer is obligated to pay additional amounts, given the following two cases occur:

1. If contribution payments are not paid within the specified period as per the provisions of Article (14) of this decree
2. If contribution payments are not paid on the basis of actual salaries, meaning that the employer pays the contributions on the basis of salaries lower than those received by the insured, or on the basis of a lower contribution calculation salary

Article (17)

How to calculate additional amounts

1. The additional amounts referred to in Clause (1) of Article (16) of this decree is calculated at one tenth of one percent of the value of contributions due from the employer that have not been paid to the Authority for each day delayed in accordance to the following equation:

$$0.1\% \times \text{the value of unpaid contributions} \times \text{the number of days delayed}$$

2. The additional amounts referred to in Clause (2) of Article (16) of this decree is calculated at (10%) of the value of contributions due and not paid by the date specified in Article (14) of this decree

3. The employer who has not paid the contributions based on the actual salaries shall be considered in violation of the provisions of Article (14) of this decree , and shall be obligated to the Authority for the additional amounts stipulated in Clause (1) of this article for the days in which he was late in paying the amount of unpaid contributions based on the actual salaries, in addition to the additional amounts due from him in accordance with the provisions of Clause (2) of this article, according to the following equation:

$$10\% \times \text{Contributions calculated on the basis of real salaries} + (0.1\%) \times \text{Differences in the amount of unpaid contributions} \times \text{Number of days of delay in paying contributions}$$

Article (18)

1. In no case shall the additional amounts determined in accordance with the provisions of this decree exceed the original amounts of contributions required to be paid to the Authority

2. The employer's obligation to pay the additional amounts due must be fulfilled without the need for a warning or notification from the Authority

3. The provisions of Clauses (1) and (2) of this Article apply to the additional amounts due from the employer for the period prior to the implementation of the provisions of the federal decree

Article (19)

Controls for merging previous employment years

The insured may merge previous employment years in accordance with the rules and conditions contained in the following articles.

Article (20)

Submitting a merge request to the GPSSA

1- The insured person must express his/her desire to merge the previous service period to the subsequent one, provided that the following conditions are met:

- a) The merge request is required to be submitted in accordance to the procedures in force at the GPSSA
- b) The application is to be submitted before the end of the service period
- c) The application must be accompanied by documents and papers indicating the service period due to be merged, provided that they are extracted from the pension authority's records or from the previous employer, whichever the case may be
- d) It will not be possible to merge service years if one or more of the following criteria apply:
 - i. If the insured was working in an entity that was subject to the provisions of another pension law other than that of the GPSSA
 - ii. If the individual did not possess the Emirati nationality during the previous service period
 - iii. If the Council of Ministers have issued a decision or proposal
- e) The national service period may be included for employees who are recruited with an employer covered by the provisions of Federal Law No. (57) of 2023
- f) The national service period that an Emirati spends prior to joining an entity will be included in the merge process as per provisions of Federal Law No. (57) of 2023
- g) The Armed Forces bears the merge cost towards the Authority in the two cases referred to in paragraphs (e) and (f) of this Article

Article (21)

Service periods that may not be merged

The following service periods cannot be merged:

- a) Temporary contract periods that are less than one year
- b) Training periods prior to being employed
- c) Study period at the entity's expense in preparation for employment

Article (22)

Cost of merging employment years

- 1- The cost of merging employment years that the insured must pay to the GPSSA is based on both his/her contribution share and that of the entity for the periods due to be merged, calculated on the basis of the contribution account salary on the date of submitting the merge request
- 2- The insured is obligated to pay the GPSSA the differences in the merge cost if there is an increase in the contribution account salary, which serves as the basis by which the merge cost is calculated

Article (23)

Mechanism for paying merge requests

The insured pays the cost of merging employment years in accordance with the following mechanism:

1. The GPSSA must notify the insured of its decision to approve the merge request

2. The merge cost or part thereof shall be paid in one payment, as the case may be, within (30) days from the date of approval of the merge request; otherwise, the request shall be considered void
3. The merge cost or part thereof may be paid in periodic installments according to the conditions specified by the Council

Article (24)

Consolidation of previous employment years

The insured's previous employment period is consolidated with the subsequent one if the end-of-service gratuity is not paid as per the conditions set by the Council

Article (25)

Pension entitlement due to decease

1. The insured is entitled to a pension amount in the event of termination of his/her service due to decease regardless of the length of employment
2. The pension amount is calculated on the basis of a contribution period of (15) years if the insured's contribution period is (15) years or less, and on the basis of the actual contribution period if it exceeds that
3. The pension calculation salary is calculated based on the average contribution calculation salary for the last six years of the contribution period. If the contribution period is less than six years, the pension calculation salary is calculated on the basis of the average contribution calculation salary for that period

Article (26)

Pension entitlement due to disability or unfitness to work

1. The insured is entitled to receiving a pension in the event of termination of his/her service due to total disability or unfitness to work, regardless of the length of contribution
2. The disability or unfitness referred to must be proven via a decision taken by the competent medical committee
3. The employer must terminate the insured individuals service as per Clause (2) of this Article as of the date the decision was issued by the competent medical committee
4. The provisions of Clauses (2) and (3) of Article (25) of this decree apply to the insured person subject to the provisions of this Article

Article (27)

Pension entitlement upon reaching the retirement age

1. The insured person is entitled to receiving a pension payment if he/she reaches the retirement age and his contribution period is at least (15) years.
2. Reaching the retirement age means completing 60 years of age
3. Pension is calculated on the basis of a contribution period of (15) years or on the basis of the actual contribution if it exceeds that period

Article (28)

Pension entitlement upon termination of the insured's service by means of a federal or national decree

1. The insured individual is entitled to receive a pension payment in the event that his/her service ends by means of a federal or national decree that allows the individual to retire, regardless of the duration of his/her contribution
2. Pension is calculated as follows:
 - i. Based on a contribution period of (15) years if the contribution period is (15) years or less
 - ii. Based on the actual contribution period if this period exceeds (15) years
3. The GPSSA returns the actual cost that may be incurred in connection with the pension entitlement payment to the treasury belonging to the federal government or the local government in the relevant emirate, as the case may be
4. The Council issues a decision to calculate the costs referred to in Clause (3) of this Article based on the opinion of GPSSA's actuarial expert

Article (29)

Entitlement to pension based on the insured's request.

Termination of service based on a disciplinary decision or judicial ruling.

1. The insured individual is entitled to receive a pension payment if his/her service ends based on his/her request or based on a disciplinary decision or judicial ruling, provided that:
 - i. The contribution period reaches (30) years
 - ii. The insured reaches the age of (55) years

- ii. The insured's pension is calculated if his/her service ends for any of the two reasons referred to in Clause (1) of this Article on the basis of a contribution period of (30) years or on the basis of the actual contribution period if it is longer

Article (30)

Entitlement to a pension upon end of service for a married, divorced or widowed insured female based on her request

1. A married, divorced or widowed insured female is entitled to receiving a pension payment if her service ends based on her own request, given that her contribution period has reached (30) years or more and that she is aged (55) years or above. This provision applies if the insured female has four children or less
2. A married, divorced or widowed insured female with five children or more is entitled to receiving a pension payment if her service ends upon her request, given that the contribution period and age referred to in Clause (1) of this Article are reduced based on the following table:

Category	Required contribution period to be entitled to a pension	Required age to be entitled to a pension
The 5 th child	28 years old	52
The 6 th child	26 years old	49
The 7 th child	22.5 years old	45

3. The pension stipulated in Clause (1) of this Article is calculated on the basis of a contribution period of (30) years or on the basis of the actual contribution period if it is longer
4. The pension stipulated in Clause (2) of this Article is calculated on the basis of the contribution period required to be entitled to the pension according to the table referred to above or on the basis of the actual contribution period if it is longer

Article (31)

Termination of the insured's service for any other reason

1. The insured individual is entitled to receiving a pension payment if his/her service ends for any reason other than those mentioned in Articles (25), (26), (27), (28), (29) and (30) of this decree, given that the contribution period reaches (30) years and the insured reaches the age of (55)
2. Pension is calculated based on the actual contribution period, which must not be less than (30) years
3. For the purposes of implementing Clause (1) of this Article, the GPSSA may request any documents from the employer related to the reasons of termination of service, including employment contracts and

decisions issued by the employer in this regard, and the employer must provide them within five working days from the request

Article (32)

Duration of legal service period

1. The insured may purchase a nominal service period that is included in the actual service period for the purpose of calculating the pension or end-of-service gratuity, in accordance to the following conditions:

- a. Express a desire to purchase a nominal service period prior to the end of the service in accordance to the procedures in force by the GPSSA
- b. The insured must have completed at least (25) years of actual service when submitting the purchase request and be 60 years old or more. Additionally, the insured's employment duration must not be less than (15) years
- c. The maximum period allowed for purchase of a nominal service period is five years
- d. Paying the purchase cost based on both the insured and the employers percentage share in contributions for the periods to be purchased, calculated on the basis of the contribution account salary on the date of submitting the purchase request
- e. The maximum limit for purchasing the nominal service period for the purpose of completing a period of (35) years of service

2. The purchase cost must be paid prior to the end of the service period, as follows:

- a. The entire purchase cost or part thereof in one payment within (30) days from the date of approval of the purchase request. If it is not paid within this period, the request will be considered void
- b. Dividing the purchase cost or part thereof into monthly installments in accordance with the principles set by the Council for this purpose
- c. The insured must submit a declaration that the installments of the consolidation cost are to be deducted from his/her monthly salary that is deposited in his/her bank account until full payment is made and a clearance confirmation is sent by the GPSSA, or any other method deemed appropriate by the Authority
- d. If the insured individual is deceased prior to paying the purchase cost installments, they will continue to be deducted from his/her beneficiaries
- e. The Council shall set any conditions for the implementation of the provisions of this Article

Article (33)

Include the period of pensionable service

1. An insured individual who decides to return to work may add his/her previous service period for which he/she received a pension to the current service, as per the provisions of Federal Law No. (57) of 2023 given that the following conditions are met:
 - a. The insured individual must express his/her desire to include that period to the entity by which he is employed within one year from the date of his/her return to work, and may submit a merge request directly to the GPSSA
 - b. The insured must not be over 60 years of age upon returning to work
 - c. The amount to be added must be limited to the actual service period that was calculated in the pension payment, in addition to the nominal service period that was purchased in accordance to the provisions of Article (32) of this decree. In all cases, the service period to be added cannot not be divided
 - d. In cases where the pensioner is not permitted to combine the pension and salary, the pension value withdrawn must be returned starting from the date of his/her return to work
 - e. In cases where the pensioner is permitted to combine the pension and salary, the pension shall be stopped from the beginning of the month following the date of acceptance of the application for combination
2. The insured pays the merge amount in accordance to the following steps:
 - a. The merge cost is calculated as follows: Salary for calculating the merge cost (the difference between the pension calculation salary and the contribution calculation salary on the date of submitting the merge request) $\times 26\% \times$ the length of pension service to be included in months - inclusion costs
 - b. The merge cost may be paid in one payment or in installments, provided that the installment amount is not less than a quarter of the contribution account salary on the date the insured submits the merge request. This requires that all of these payment be made prior to the end of the insured's service or when reaching the age of 60, whichever comes first. This however requires the following steps:
 - b/1. The cost of the merge must be paid in full or in part in one payment within (30) days from the date of approval of the merge. Otherwise, the merge request shall be considered void
 - b/2. The merge cost may be paid in whole or in monthly installments, provided that the amount of the installments are not less than a quarter of the insured's contribution account salary and that the installment period does not exceed four years
 - b/3. The insured shall submit a declaration that the installments of the merge cost are to be deducted from his/her salary that is deposited in his/her bank account, as per the rules in force at the

Authority, until full payment is made and a merge certificate with the pension payment is obtained from the GPSSA

b/4. The merge request will be cancelled if the insured fails to pay two consecutive or intermittent installments unless a rational exception is submitted to the GPSSA, otherwise the suspended pension amount will be repaid as of the first of the month following his/her cessation of installment payments, considering the provisions of Article (45) of this decree, and/her his insurance rights are fully settled in accordance to the provisions of Federal Law No. (57) of 2023 for his/her last period of service, during which the installments paid shall be returned

b/5. In all cases, the full merge payments must be paid before the end of the insured's service period or upon reaching the age of 60, whichever comes first

3. The insured may request merging the actual service period by which he/she has received an exceptional pension in accordance to the provisions of Federal Law No. (57) of 2023

4. Despite what is stated in Clause (2) of this Article, the insured's service period for which he is entitled a pension payment will be included in his subsequent service period without any cost if his/her contribution account salary on the date of submitting the merge request is equal to or less than the pension account salary

5. If the service of the insured requesting a merge ends due to decease without completing the merge installments, the amounts paid from the merge cost shall be calculated from the previous service period on the basis of which the pension payment is added and the pension amount is settled based on the two service periods, given that the pension in this case is not less than the pension entitlement amount for the previous service period

Article (34)

Pension calculation salary

1. The insured's pension is calculated according to the following equation:

$(2.67) \times \text{pension calculation salary} \times \text{for each year of contribution for (30) years.}$

2. The pension increases by (4%) of the pension calculation salary for each year of contribution exceeding (30) years

3. The maximum pension is (100%) of the pension calculation salary and this percentage is due for a contribution period of (35) years

4. The minimum pension for the insured is AED10,000 per month, provided that the government bears the financial differences to the GPSSA

5. The insured whose service period exceeds (35) years is entitled to a gratuity for the additional period calculated at the rate of three months' salary for each year calculated on the basis of the pension calculation salary

6. The following table shows the years of contribution and the pension percentage due for each:

		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Years	15	40.00%	40.22%	40.44%	40.67%	40.89%	41.11%	41.33%	41.56%	41.78%	42.00%	42.22%	42.44%
	16	42.67%	42.89%	43.11%	43.33%	43.56%	43.78%	44.00%	44.22%	44.44%	44.67%	44.89%	45.11%
	17	45.33%	45.56%	45.78%	46.00%	46.22%	46.44%	46.67%	46.89%	47.11%	47.33%	47.56%	47.78%
	18	48.00%	48.22%	48.44%	48.67%	48.89%	49.11%	49.33%	49.56%	49.78%	50.00%	50.22%	50.44%
	19	50.67%	50.89%	51.11%	51.33%	51.56%	51.78%	52.00%	52.22%	52.44%	52.67%	52.89%	53.11%
	20	53.33%	53.56%	53.78%	54.00%	54.22%	54.44%	54.67%	54.89%	55.11%	55.33%	55.56%	55.78%
	21	56.00%	56.22%	56.44%	56.67%	56.89%	57.11%	57.33%	57.56%	57.78%	58.00%	58.22%	58.44%
	22	58.67%	58.89%	59.11%	59.33%	59.56%	59.78%	60.00%	60.22%	60.44%	60.67%	60.89%	61.11%
	23	61.33%	61.56%	61.78%	62.00%	62.22%	62.44%	62.67%	62.89%	63.11%	63.33%	63.56%	63.78%
	24	64.00%	64.22%	64.44%	64.67%	64.89%	65.11%	65.33%	65.56%	65.78%	66.00%	66.22%	66.44%
	25	66.67%	66.89%	67.11%	67.33%	67.56%	67.78%	68.00%	68.22%	68.44%	68.67%	68.89%	69.11%
	26	69.33%	69.56%	69.78%	70.00%	70.22%	70.44%	70.67%	70.89%	71.11%	71.33%	71.56%	71.78%
	27	72.00%	72.22%	72.44%	72.67%	72.89%	73.11%	73.33%	73.56%	73.78%	74.00%	74.22%	74.44%
	28	74.67%	74.89%	75.11%	75.33%	75.56%	75.78%	76.00%	76.22%	76.44%	76.67%	76.89%	77.11%
	29	77.33%	77.56%	77.78%	78.00%	78.22%	78.44%	78.67%	78.89%	79.11%	79.33%	79.56%	79.78%
	30	80.00%	80.33%	80.67%	81.00%	81.33%	81.67%	82.00%	82.33%	82.67%	83.00%	83.33%	83.67%
	31	84.00%	84.33%	84.67%	85.00%	85.33%	85.67%	86.00%	86.33%	86.67%	87.00%	87.33%	87.67%
	32	88.00%	88.33%	88.67%	89.00%	89.33%	89.67%	90.00%	90.33%	90.67%	91.00%	91.33%	91.67%
	33	92.00%	92.33%	92.67%	93.00%	93.33%	93.67%	94.00%	94.33%	94.67%	95.00%	95.33%	95.67%
	34	96.00%	96.33%	96.67%	97.00%	97.33%	97.67%	98.00%	98.33%	98.67%	99.00%	99.33%	99.67%
	35	100.0%											

Article (35)

Provisions for the pension payments for the Prime Minister, his deputies, ministers and those in similar positions

1. The pension payments for the Prime Minister, his deputies, ministers and those in a similar position whose services have ended are settled as follows:

- The pension is calculated at (50%) of the pension calculation salary if the period spent in the ministerial position is one year or less
- The pension increases by (10%) of the pension calculation salary for each of the following three years
- The pension increases by (20%) of the pension calculation salary for each year in excess of that, up to a maximum of (100%) of the pension calculation salary

2. The following table shows the years of contribution and the pension percentage due for each:

Minister's pension calculation ratios

		Months											
		0	1	2	3	4	5	6	7	8	9	10	11
Years	0	-	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
	1	50.00%	50.83%	51.67%	52.50%	53.33%	54.17%	55.00%	55.83%	56.67%	57.50%	58.33%	59.17%
	2	60.00%	60.83%	61.67%	62.50%	63.33%	64.17%	65.00%	65.83%	66.67%	67.50%	68.33%	69.17%
	3	70.00%	70.83%	71.67%	72.50%	73.33%	74.17%	75.00%	75.83%	76.67%	77.50%	78.33%	79.17%
	4	80.00%	81.67%	83.33%	85.00%	86.67%	88.33%	90.00%	91.67%	93.33%	95.00%	96.67%	98.33%
	5	100.00%											

3. The government's treasury bears the difference in contributions between the actual service period and the service period on the basis of which pension is calculated

4. Without prejudice to the provisions of Clauses (1) and (2) of this Article, the remaining provisions of Federal Law No. (57) of 2023 shall apply to those addressed by this Article

Article (36)

The beneficiaries

1. The right to the pension share is transferred to the beneficiaries from the first of the month following the decease of the insured or pensioner and shall be distributed to them as follows:

- a. Widow, widowers or eligible spouse 40% of the pension amount
- b. Children: Males and Females 40% of the pension amount
- c. Father, mother or both 20% of the pension amount

2. If more than one beneficiary has shares in the pension amount, the amount is distributed equally amongst them

3. The following articles explain the conditions for entitlement to pension shares and the reasons for their interruption.

Article (37)

The Widow

1. The widow is entitled to a share in the pension as long as she is proven to be a widow, unmarried or does not work for any employer covered by the provisions of Federal Law No. (57) of 2023

2. The widow combines her pension with her husband's pension share from the GPSSA

3. She stops receiving her share under the following circumstances:

- a. If she gets married

- b. If she joins an employer covered by the provisions of Federal Law No. (7) of 1999

Article (38)

The Eligible Spouse

1. The husband is entitled to a receiving a share of his deceased wife's pension if he is unable to earn a living according to a report issued by the competent medical committee
2. The continuation of the disability status is verified once every two years unless the medical committee decides that his recovery is unlikely, in which case his share continues to be disbursed
3. The share in pension is stopped in the following two cases:
 - a. Joining a job covered by the provisions of Federal Law No. (7) of 1999
 - b. Entitlement to a pension from the GPSSA

Article (39)

The Daughter

1. The daughter is entitled to receiving a share of the pension if she is:
 - a. Not married
 - b. A widow
 - c. Divorced
 - d. Unable to earn a living according to a report issued by the competent medical committee
 - e. Not affiliated with a job covered by the provisions of Federal Law No. (7) of 1999
2. The share payment is stopped given the following circumstances:
 - a. Marriage
 - B. Joining a job covered by the provisions of Federal Law No. (7) of 1999
 - C. Entitlement to a pension from the GPSSA
 - D. Removal of disability status according to a report issued by the competent medical committee

Article (40)

The son

1. The son is entitled to a share of the pension if he is less than (21) years old on the date of the decease of the insured or pensioner (his father or mother)
2. The share is discontinued upon reaching the age of (21)
3. Exception: The share continues to be paid when the son reaches (21) years of age in the following two cases:
 - a. If he is unable to earn a living, as per report issued by the competent medical committee
 - b. If he is a post-secondary student
4. The student stops receiving the pension share upon reaching the age of (24). As an exception to this, this age is extended to a maximum of two years if the specialization he is studying requires this based on a decision issued by the Council
5. The share continues to be paid to the student who reaches the age of (24) until the end of the academic year
6. The son's share is discontinued if he joins a job covered by the provisions of this decree, even if this occurs before he reaches the age of (21)

Article (41)

Father and mother

1. The father and mother are entitled to receiving a share in the pension of their deceased son according to the following conditions:
 - a. If neither of them receive a salary from work covered by the provisions of the legal decree
 - b. If the mother is a widow or divorced

Article (42)

General provisions for all beneficiaries

1. The eligibility conditions for any of the beneficiaries are considered on the date of decease of the insured or pensioner, and any condition that arises after that is not be considered
2. For the purpose of implementing the provisions contained in the previous articles regarding the deduction of the share of any beneficiary if he joins work covered by the provisions of the legal decree, the following shall apply:

- a. The general rule: The share of any beneficiary is cut off if he joins a job covered by the provisions of Federal Law No. (7) of 1999, regardless of the nature of the compensation for this work, if this compensation is equal to or exceeds the amount of the beneficiary's share in the pension
 - b. Exception: If the work compensation is less than the pension share, the difference between them is paid from the share
3. The share of a beneficiary is stopped upon their decease
 4. The Authority is entitled to receiving the share of the beneficiary if it is cut-off for any reason as per legal decree
 5. Any beneficiary has the right to combine any share stipulated under the provisions of the federal decree or this decision with any share stipulated under any other law, with exception to the pension stipulated by the GPSSA
 6. The beneficiary is prohibited from combining more than one pension amount due by the GPSSA. If he/she is entitled to the pension, the one with the highest value shall be paid to him/her
 7. A widow has the right to combine her pension with that of her husband's pension share

Article (43)

Minimum pension for beneficiaries

For the purpose of implementing Article (23) of the federal decree, it is required that the total shares for the beneficiaries do not exceed the pension determined for the pensioner, even if it is raised to the minimum limit determined for each beneficiary share, as follows:

1. AED 800 for the widow or eligible husband
2. AED 600 for each parent
3. AED 400 for each of the remaining beneficiaries

Article (44)

Provisions for a pensioner to combine more than one pension

1. The pensioner may combine his/her due pension in accordance with the provisions of Federal Law No. (57) of 2023 with his/her due pension in accordance with any other law, with exception to the pension decided by the GPSSA
2. The pension with the largest value is paid if the pensioner is entitled to more than one pension from the GPSSA

Article (45)

Rules for combining pension and salary for pensioners

1. The pension amount is suspended if the pensioner joins a job covered by the provisions of Federal Law No. (57) of 2023 if the work compensation received is equal to or exceeds the pension amount
2. The difference between the pension and the work compensation is paid if this compensation is less than the pension amount
3. For the purpose of applying Clauses (1) and (2) of this Article, work compensation means the monthly or lump sum salary, gratuity or any form of salary received by the insured
4. Pension is repaid if the pensioner's service ends, considering the provisions of Article (44) of this decree
5. As an exception to the provisions of Clauses (1) and (2) of this Article, the pensioner shall combine any work compensation if his/her contribution period reaches (30) years
6. For the purposes of applying Clause (5) of this Article, the nominal service period purchased by the insured in accordance with the provisions of Article (32) of this resolution is included within the contribution period calculated in the pension

Article (46)

End-of-service gratuity

1. The insured is entitled to receive an end-of-service gratuity if his/her service ends and he/she does not meet any of the conditions for entitlement to the pension stipulated in accordance with the federal decree
2. Gratuity is calculated based on the pension account salary according to the following table:

Duration of service	End of service gratuity due for each year contribution
The first (5) years	One and a half months' salary
The second (5) years	Two months' salary
More than (10) years	Three months' salary

3. controls for entitlement to the gratuity and its disbursement mechanism:

- a. The service period must not be less than one full year
- b. The pension calculation salary for the insured in the government sector means the average contribution calculation salary for the last six years of the contribution period, or the entire contribution period if it is less than that

c. The pension account salary for the prime minister, his deputies, ministers and those in their position means the average contribution account salary for the last six years of the contribution period or the entire contribution period if it is less than that

d. The pension calculation salary for the insured in the private sector, regional and international missions, and foreign political missions working in the country includes the average contribution calculation salary for the last (6) six years of the contribution period, or the entire contribution period if it is less than that

4. Part of a month is considered a full month for the purpose of calculating the contribution period

5. Gratuity is paid to the beneficiaries of the insured if he/she is deceased before receiving it. If there are no beneficiaries, the amount is distributed according to the inheritance provisions in the Islamic law.

Article (47)

Loss of right to pension or end-of-service gratuity

The general rule

1. It is prohibited to deprive the insured or pensioner of the right to receive the pension or gratuity stipulated in accordance with the provisions of the legal decree

2. As an exception to the provisions of Clause (1) of this Article, the GPSSA may settle the right of the insured or pensioner by partially depriving him/her of the pension value or gratuity if the employer issues a disciplinary decision against the pensioner or insured due to actions committed prior to the end of his/her service period. In all cases, the value of the deprivation of the pension or gratuity must not exceed the limits of a quarter

3. Any interested party may collect the alimony debt ruled by the judiciary from the pension or end-of-service gratuity as the case may be, provided that this is done through the relevant authorities to which the pension or gratuity is transferred

4. The employer is obligated to deduct any debts owed to the GPSSA by the insured before collecting any other debt

5. The Authority has the right to recover its debt from the end-of-service gratuity due to the insured or pensioner without limits

Article (48)

Rights of beneficiaries after the decease of the insured who has been sentenced to disciplinary action or has lost his/her nationality

1. The actual pension that an insured individual or the pensioner with a disciplinarily sentence receives is deprivation of part of his/her pension received prior to the decease of either of them, and are distributed

to their beneficiaries in accordance with the provisions of Article (21) of the legal decree. The actual pension implies to the pension that the insured was deprived of as per the provisions of this decree

2. A pensioner or insured individual who loses the UAE nationality is deprived from receiving the pension or gratuity amount

3. In the event of decease of the pensioner or the insured individual, the beneficiary receives his/her full share if he/she possesses the UAE nationality, and half the share if the beneficiary does not have the UAE nationality or if it has been withdrawn from him/her

Article (49)

Appeals and disputes

1. The insured, pensioner, beneficiary or any interested party may not file a lawsuit to claim any of the rights stipulated under the provisions of the aforementioned legal decree except after claiming them from the GPSSA within five years from the date of their entitlement

2 A committee is formed to consider grievances and the rules for adjudicating them by a decision taken by the Council Chairman after the Council's approval

3. The request or grievance stipulated in this article must be decided within (30) days from the date of its submission. The expiry of this period without issuing a decision on the request or grievance shall be considered a decision of rejection

Article (50)

Additional amounts due to the implementation of the legal decree

In implementation of the provisions of Article (39) of the legal decree, the employer is exempt from paying additional amounts due in the event of his delay in paying the contributions to the GPSSA for the period 10/31/2023 to 12/31/2023.

Article (51)

This decision cancels any provision that contradicts or conflicts its conditions.

Article (52)

The Board of Directors is responsible for interpreting the provisions of this resolution.

Article (53)

This decree shall be published in the Official Gazette and is effective from the date of its issuance.

Mohamed Bin Hadi Al Hussaini

Minister of State for Financial Affairs

Issued on 12/11/2024 corresponding to 10/6/1446