

Law No. (8) of 2018

Concerning

Management of the Government of Dubai Human Resources¹

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Federal Law No. (7) of 1999 Issuing the Pensions and Social Security Law and its amendments;

Federal Law No. (6) of 2014 Concerning National Service and Reserve Service;

Law No. (5) of 1995 Establishing the Department of Finance;

Law No. (3) of 2003 Establishing the Executive Council of the Emirate of Dubai;

Law No. (27) of 2006 Concerning Management of the Government of Dubai Human Resources and its amendments;

Law No. (31) of 2009 Establishing the Dubai Government Human Resources Department and its amendments;

Law No. (1) of 2016 Concerning the Financial Regulations of the Government of Dubai;

Decree No. (14) of 2017 Concerning Maternity, Delivery, and Childcare Leave for Female Employees of the Government of Dubai;

Executive Council Resolution No. (19) of 2012 Concerning the Methodology for Approving Organisational Structures of Government Entities in the Emirate of Dubai and its amendments;

Executive Council Resolution No. (27) of 2013 Regulating Part-time Employment in the Government of Dubai; and

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¹*Every effort has been made to produce an accurate and complete English version of this legislation. However, for the purpose of its interpretation and application, reference must be made to the original Arabic text. In case of conflict, the Arabic text will prevail.*

Executive Council Resolution No. (41) of 2015 Concerning the Central Grievances Committee of Employees of the Government of Dubai,

Do hereby issue this Law.

Chapter One

Title of the Law, Definitions, Scope of Application, and Functions of the DGHR

Title of the Law

Article (1)

This Law will be cited as “Law No. (8) of 2018 Concerning Management of the Government of Dubai Human Resources”.

Definitions

Article (2)

The following words and expressions, wherever mentioned in this Law, will have the meaning indicated opposite each of them unless the context implies otherwise:

UAE: The United Arab Emirates.

Emirate: The Emirate of Dubai.

Ruler: His Highness the Ruler of Dubai.

Government: The Government of Dubai.

Executive Council: The Executive Council of the Emirate of Dubai.

Department: Any of the Government departments, public agencies and corporations, and councils and authorities affiliated to the Government.

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| Director General: | A director general of a Department, including an executive director / chief executive officer, a secretary general, or any other person in a similar position. |
| DGHR: | The Dubai Government Human Resources Department. |
| Human Resources Directorate: | The organisational unit responsible for human resources within a Department. |
| Employee: | A male or female person who occupies a budgeted post in a Department. |
| UAE National: | Any person holding the UAE nationality. |
| UAE National Employee's Family: | A UAE National Employee's wife/ wives or husband and the Employee's children who are aged less than twenty-one (21) Years. |
| Non-UAE National Employee's Family: | A non-UAE National Employee's spouse, and three (3) of the Employee's children who are aged less than twenty-one (21) Years. |
| Total Salary: | Monthly salary, which comprises the Basic Salary and the General Allowance. |
| Aggregate Salary: | Total Salary plus any allowances or increments added thereto pursuant to this Law and the legislation issued in pursuance hereof. |
| Organisational Structure: | A hierarchical arrangement outlining the administrative units that comprise a Department, down to the level of divisions or a similar level, and the lines of authority and responsibility of each unit. |
| Functional Structure: | An arrangement grouping positions with similar functions in the organisational units included in the approved Organisational Structure of a Department, and determining the duties, roles, and tasks within these units. |

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| Year: | A year measured based on the Gregorian calendar. |
| Work-related Committee: | Offences A committee formed in a Department to consider and decide on work-related the offences committed by its Employees. |
| Grievances and Complaints Committee: | A committee formed in a Department to consider and determine the grievances and complaints filed by its Employees. |
| Central Committee: | The central committee formed by the Government to consider and determine the Grievances submitted to it by the Employees of Departments, in accordance with the provisions of this Law and the legislation in force in the Emirate. |
| Medical Committee: | The committee formed pursuant to a decision of the Director General of the Dubai Health Authority. |

Scope of Application of the Law

Article (3)

The provisions of this Law will apply to all UAE National and non-UAE National civilian Employees who work in Departments.

Functions of the DGHR

Article (4)

In addition to its duties and powers under this Law, the DGHR will:

1. ensure the proper implementation by Departments of this Law and the human resources legislation, regulations, policies, and manuals issued in pursuance hereof;
2. provide technical and legal advice and support to Departments on all matters related to the implementation of this Law and the legislation issued in pursuance hereof;

3. set the general frameworks aimed at achieving Employee happiness;
4. set frameworks and applied models for human resources governance, including those related to the audit and review of human resources activities; and
5. publish human resources research and studies.

Functions of Human Resources Directorates

Article (5)

In addition to its functions under this Law and the legislation issued in pursuance hereof, a Human Resources Directorate will:

1. implement the provisions of this Law and the human resources legislation, resolutions, regulations, policies, and manuals issued in pursuance hereof;
2. provide advice to the organisational units within the Department on all technical matters related to human resources;
3. propose initiatives and programmes aimed at enhancing work environment; and
4. promote organisational culture among the Department's Employees; raise their happiness levels; inspire positivity; motivate innovation; and foster teamwork.

Responsibilities of Organisational Units within Departments

Article (6)

Organisational units within a Department must ensure proper implementation of the provisions of this Law, the legislation issued in pursuance hereof, and the relevant human resources policies; and must consult with the Human Resources Directorate in case of any doubt about the implementation hereof.

Chapter Two
Human Resources Planning

Organisational Structure

Article (7)

A Department will, in accordance with the relevant adopted methodology, develop the Organisational Structure that serves its functions and future plans. A Department's Organisational Structure, and any amendment thereto, will be approved pursuant to the relevant resolution of the Chairman of the Executive Council.

Functional Structure

Article (8)

- a. A Department must effectively design its posts to ensure focus on its key objectives and operations and to guarantee that all duties and functions of the Department are covered, and that there is no overlap between posts.
- b. A Department will develop its Functional Structure in line with its approved Organisational Structure, functions, and future plans. The Department's Functional Structure, and any amendment thereto, will be approved pursuant to a resolution of the Director General.

Manpower Planning

Article (9)

A Department must plan its future needs to ensure availability of the human resources and competent professionals required to implement its future plans and projects. This planning will be conducted in accordance with the relevant Government manpower planning regulation approved by the Chairman of the Executive Council.

Manpower Budget

Article (10)

- a. Based on the outcomes of its manpower planning, a Department must draft its manpower budget as part of its annual budget. The manpower budget must include the number of available posts and the job titles, grades, and financial appropriations of these posts. The manpower budget may be implemented only after approval of the Department's annual budget by the competent entities in the Emirate.
- b. A Director General may make any variations to the approved annual manpower budget by adding and cancelling financial appropriations, or reallocating financial appropriations between existing posts, provided that these variations do not lead to exceeding the approved budget ceiling.

Post Evaluation

Article (11)

- a. All posts at a Department will be evaluated through a system approved by the DGHR in order to benchmark Government posts. This evaluation will form the basis on which grades of different posts are determined according to the duties and responsibilities of each post and the qualifications, experience, and skills required for holding this post.
- b. The Human Resources Directorate in a Department will, in consultation with the concerned organisational unit within the Department, conduct an initial post evaluation. This evaluation will be finally approved by the DGHR.
- c. A Department may not appoint an Employee to a post that has not been evaluated and approved in accordance with the provision of paragraph (b) of this Article. Incumbents of unevaluated posts will not be entitled to any employment rights.

Types and Methods of Employment

Article (12)

- a. Based on work requirements and needs, the following types of employment will be adopted to fill vacant posts in a Department:
 - 1. full-time employment;
 - 2. Part-time employment; and
 - 3. temporary employment.
- b. An Employee will be appointed pursuant to:
 - 1. a decision of the competent appointment authority in case of full-time employment of a UAE National Employee; or an employment contract in case of Part-time or temporary employment of a UAE National Employee; or
 - 2. an employment contract signed by the relevant appointment authority in case of appointment of a non-UAE National Employee.
- c. Unless otherwise stipulated in the full-time/ Part-time employment contract, the contract will be valid for a period of one (1) Year, automatically renewable for the same period.

Part-time Employment

Article (13)

- a. A Department may appoint any person on a Part-time basis for a monthly lump sum Total Salary commensurate with the grade of the post to which he is appointed.
- b. The conditions and rules regulating Part-time employment will be prescribed by a resolution of the Chairman of the Executive Council.

Temporary Employment

Article (14)

- a. A Department may fill a vacant post by appointing an Employee on a temporary basis, in which case the Employee will be paid a monthly lump sum remuneration. In determining the amount of this remuneration, the financial appropriations of the post to which the Employee is appointed; the provisions of this Law and the legislation issued in pursuance hereof; and the number of hours he is required to work must be taken into consideration.
- b. In adopting temporary employment, the following rules must be observed:
 1. The term of the employment contract must be less than one (1) Year. Where mandated by work requirements, the Department may conclude a new contract with the same Employee only once.
 2. The Employee must meet all the full-time employment requirements.
- c. An Employee appointed pursuant to the provisions of this Article will be entitled to compassionate leave, and sick leave of up to five (5) working days based on a medical report from an officially accredited medical entity. The Employee may be granted a one-day unpaid leave for every month of the term of the employment contract.
- d. A Director General may terminate the service of an Employee appointed pursuant to the provisions of this Article, at any time during the term of his contract, subject to serving a written notice on the Employee at least ten (10) working days prior to the effective date of termination.
- e. An Employee appointed pursuant to the provisions of this Article may resign during the term of his contract subject to serving a written notice on the Department at least five (5) working days prior to the effective date of resignation.
- f. A Department may reappoint an Employee appointed pursuant to the provisions of this Article to a permanent post commensurate with his qualifications and experience, in which case the period of service of the Employee with the Department will commence from the date of appointment to the permanent post.

Appointment of Retirees

Article (15)

A retired military or civilian Employee may be appointed in a Department in accordance with the legislation regulating appointment of retirees at the Government.

Teleworking

Article (16)

Teleworking conditions and rules will be prescribed by the relevant resolution of the Chairman of the Executive Council.

Special Contracts

Article (17)

- a. A Person with outstanding skills and expertise or with a rare specialisation may be appointed under a special contract.
- b. The conditions and rules of appointment under special contracts will be prescribed by the relevant resolution of the Chairman of the Executive Council. This resolution will also determine the entitlements and benefits that may be awarded to Employees appointed under special contracts.
- c. No Department may appoint any Employee under a special contract before the issuance of the Executive Council resolution referred to in paragraph (b) of this Article. Any contract concluded with an Employee contrary to the provisions of this Article will be deemed void and will not entitle him to any rights.

Appointment of Persons with Disabilities

Article (18)

- a. A Department must exert every effort to appoint UAE Nationals with disabilities to posts that are suitable for their health conditions, and must ensure that they are able to perform the duties of these posts.

- b. A Department that has Employees with disabilities must provide a work environment that suits their special needs. This includes suitable equipment, facilities, and working hours.
- c. The working hours of an Employee with disability will be reduced pursuant to a decision of the Medical Committee. However, his daily working hours must not be less than five (5).
- d. Subject to submitting the relevant supporting documents, an Employee with disability will be entitled to special leave with Aggregate Salary for up to five (5) working days per Year for the maintenance or replacement of his assistive devices.

Appointment Conditions

Article (19)

To be appointed to a post in a Department, a person must:

- 1. be of good character and repute;
- 2. not be less than eighteen (18) Years of age;
- 3. have the academic qualifications and work experience required for holding the post;
- 4. successfully pass all tests and interviews that are relevant to the post;
- 5. be medically fit;
- 6. not have been sentenced for a felony or any other crime affecting honour or trustworthiness unless he has been pardoned by the competent authority or legally rehabilitated;
- 7. where he is a non-UAE National Employee, not have been dismissed from service in the past Year for work-related disciplinary reasons or pursuant to a final court judgment for a crime not affecting honour or trustworthiness; and
- 8. meet any other conditions prescribed by the Department for holding the post.

Employment Offer

Article (20)

- a. A Department must make the selected candidate an employment offer stating the employment rights and benefits, such as the designation; grade; Aggregate Salary details; annual leave and air ticket entitlement; working days and hours; and required date of joining.
- b. A candidate who receives an employment offer from a Department must commence work within the period stated in the offer. Unless otherwise agreed, this period may not exceed sixty (60) days from the date of receiving the offer, otherwise the offer will be deemed void.
- c. Where the candidate fails to commence work within the period specified in the employment offer signed by him, the Department may have recourse against him for recovery of any costs or expenses it has incurred.

Power of Appointment

Article (21)

Appointment to vacant posts will be pursuant to a resolution issued by the Director General upon the recommendation of the director of the Human Resources Directorate.

Appointment of Former Employees

Article (22)

- a. A former Employee of a Department may be appointed in another Department, provided that he meets all the conditions and requirements, and successfully passes the tests, prescribed for holding the post.
- b. A former Employee of a Department may be reappointed to a post in the same or lower grade in the same Department.
- c. Notwithstanding the provisions of paragraph (b) of this Article, a former Employee of a Department may be reappointed to a higher grade or with a higher salary in the same Department, provided that:

1. he obtains additional qualifications or experience that meet the work needs of the Department; and
2. at least one (1) Year following the date of the end of his service lapses.

Entitlement to Salary

Article (23)

- a. A new Employee will be entitled to the Total Salary of the first point of the grade to which he is appointed. However, he may be awarded a salary higher than the Total Salary of the first point of his grade if he has qualifications and experience higher than those required for holding the post. In this case, the percentage of the amount in excess of the Total Salary of the first point of grade will be determined pursuant to the relevant resolutions of the Chairman of the Executive Council.
- b. An Employee will be paid his Total Salary as from the actual date of commencing work. The Employee may commence work only after his appointment decision is rendered or an employment contract is concluded with him by the competent appointment authority.

Non-UAE National Employee Residence Permit Costs

Article (24)

A Department will, at its own expense, complete the procedures for issuing and renewing the residence permits, and for conducting the medical fitness tests, of its non-UAE National Employees and their eligible family members.

Probation Period

Article (25)

- a. When appointed in a Department, a new Employee will be on probation for a period of at least three (3) months from the actual date of commencing work, extendable once for another three (3) months.
- b. A former Employee reappointed to the same Department may be on probation for the period stipulated in paragraph (a) of this Article.

- c. The immediate supervisor of a probationary Employee must follow up the Employee's performance and conduct during the probation period, direct him to improve his performance, and decide whether to confirm the Employee in the post, extend his probation period, or terminate his service if he is proven incompetent to perform the duties of the post to which he is appointed.
- d. Where an Employee fails probation due to incompetence or inability to perform the duties of his post, or due to unsatisfactory performance, his service will be terminated pursuant to a decision of the Director General subject to serving a written notice on the Employee at least five (5) working days prior to the effective date of termination. The decision issued in this regard must be reasoned. If no termination of service decision is issued in accordance with the provisions of this Article and the probation period is not extended upon its expiry, the Employee will be deemed confirmed in the post.
- e. An Employee has the right to resign during the probation period subject to serving a written notice on the Department at least five (5) working days prior to the effective date of resignation. Where an Employee who has been recruited from outside of the UAE resigns during the probation period, he must refund all recruitment expenses, including air ticket fare, visa fees, residence permit fees, medical test fees, and temporary accommodation costs, if any. However, the Director General may exempt the Employee from any or all such expenses upon recommendation of the director of the Human Resources Directorate if the Employee provides valid reasons for the resignation.
- f. Where a probationary Employee is absent from work for any reason, the probation period will be extended for the same number of days of his absence.
- g. An Employee may not be assigned the duties of another post or seconded during his probation period.

Appointment of Relatives

Article (26)

Spouses, or relatives up to the second degree, may not hold posts that are directly connected, report directly to one another, or work within the same organisational unit. An Employee may not be involved in making any decisions relating to the appointment, transfer, or promotion of his spouse or any of his relatives up to the fourth degree.

Internal Nomination

Article (27)

- a. An Employee who completes one (1) Year of service with a Department will have priority when filling any vacant post in a grade that is up to two (2) grades higher than his current grade, whether he applies of his own accord, or is nominated by his immediate supervisor, for the post. In this case, the Employee must undergo the same selection process and meet the same requirements applicable to external candidates.
- b. Where the Employee is selected to fill a vacant post in accordance with paragraph (a) of this Article, he will be transferred to that post and the terms of his employment will be amended accordingly.

Chapter Three

Official Working Time

Official Working Days and Hours

Article (28)

- a. The official working days and hours of a Department will be Sunday to Thursday from 7:30 to 14:30, totalling thirty-five (35) hours per week. Fridays and Saturdays will be weekly rest days.
- b. Where mandated by work requirements and needs, a Department may, subject to the approval of its Director General, make variations to the working days and hours of all or certain posts in the Department. However, weekly working hours must not exceed forty-five (45).
- c. During the holy month of Ramadan, official working hours will be reduced to twenty-five (25) hours per week. Each Department will make its own schedule and shift arrangements to serve its work requirements during this month.
- d. Based on its work needs and requirements, a Department may adopt a daily or weekly shift duty system. However, weekly working hours may not exceed forty-eight (48).
- e. A Department must announce to its clients, through appropriate means, the official working hours adopted at its various organisational units.

- f. A Department must issue Employee attendance regulations that meet its requirements and ensure the proper performance of its duties.

Public Holidays

Article (29)

The DGHR will announce public holidays applicable to Departments. The announcement must specify the dates and number of days of each public holiday, taking into account the nature of work of key Departments that are required to operate round the clock.

Attendance and Punctuality

Article (30)

- a. An Employee must comply with the official working hours adopted by his Department and perform the duties assigned to him during these hours.
- b. An Employee must not leave his workplace or cease to perform his employment duties without first obtaining the relevant approval of his immediate supervisor. Moreover, an Employee must inform his immediate supervisor in case he is unable to report to work.
- c. A Department must take the appropriate disciplinary action against any Employee who fails to comply with the official working hours without a reason acceptable to his immediate supervisor.
- d. In case of absence of an Employee from work without a prior permission or an acceptable reason, he will be subject to disciplinary action.
- e. In addition to imposing disciplinary action pursuant to this Law and the legislation issued in pursuance hereof, where an Employee fails to report to work without a prior permission or an acceptable reason, he will not be entitled to his Aggregate Salary for the days of his absence. These days will not be deemed part of the Employee's actual period of service with the Department.

Overtime Work

Article (31)

- a. Working overtime by an Employee will be subject to the following:
 - 1. Overtime work must be assigned to the Employee in writing by his immediate supervisor.
 - 2. Assigned overtime work must be performed outside official working hours or on weekly rest days or public holidays.
 - 3. Overtime work must be assigned to the Employee based on actual work needs.
 - 4. Financial appropriations in the Department's budget must be available to cover the overtime payment.
 - 5. The need for overtime work must not have resulted from the Employee's negligence or omission.
 - 6. The period of overtime work assigned to the Employee must not exceed three (3) months a Year.
- b. Overtime pay per hour will be calculated at the rate of one hundred and twenty-five percent (125%) of the hourly Basic Salary if work is performed on weekdays, or one hundred and fifty percent (150%) of the hourly Basic Salary if work is performed on weekly rest days or public holidays. However, overtime pay for any month must not exceed fifty percent (50%) of the monthly Basic Salary of the Employee.
- c. An Employee working on shift duty will be entitled to overtime pay for the extra hours worked before or after his shift.
- d. In lieu of overtime pay, a Department may award an Employee compensatory time off equal to one (1) working day, up to five (5) working days per month, where the Employee works a number of overtime hours equal to the number of his daily working hours. The Employee will have the right to take the compensatory time off within one (1) Year from the date of entitlement. Compensatory time off may not be credited to the accrued annual leave balance.
- e. Overtime pay may not be awarded together with compensatory time off during the same month, nor may it be awarded together with any other bonuses or allowances awarded to the Employee for the same reasons based on which overtime work is assigned to him.

- f. No Employee will be entitled to overtime pay during an Official Assignment or Training Assignment, whether the assignment falls on official working days, weekly rest days, or public holidays.
- g. The DGHR will issue a standard bylaw regulating overtime work.

Chapter Four

Code of Professional Conduct

Code of Professional Conduct Document

Article (32)

The DGHR will issue a document stating the code of professional conduct and public service ethics with a view to establishing the ethical standards, rules, and principles that govern the ethics and values of public service; fostering a highly professional culture among Employees of Departments; and strengthening their commitment to these standards, rules, principles, and values.

Confidentiality

Article (33)

- a. During his service period and thereafter, an Employee must maintain the confidentiality of the information he accesses in his capacity as holder of his post, and must not disclose it to others, whether such information is written or verbal and whether it relates to the work of the Government, of his Department, or of any other Department, unless he obtains a prior written permission from the Director General or is required to disclose that information upon the request of a judicial authority or any Government Entity authorised under the relevant legislation to access such information.
- b. The information referred to in paragraph (a) of this Article will include, without limitation, any messages; maps; reports; drawings; proposals; specifications; models; licences; agreements; or other data, applications, systems, or documents, regardless of their nature, that belong to the Government, to the Employee's Department, or to any other Department.

- c. Upon termination of his service with a Department, an Employee must immediately return all documents, papers, files, material, tapes, discs, programmes, or other property, whether or not containing confidential information, which belong to the Government, to his Department, or to any other Department.
- d. For the purposes of this Article, an Employee must sign the relevant confidentiality and non-disclosure undertaking adopted by his Department.

Gifts and Bribes

Article (34)

- a. Without prejudice to the legislation criminalising bribery, no Employee may accept, solicit, or receive any amount of money, a specific favour, or anything of either material or moral value with intent to take illegal or inappropriate action or to give preferential treatment to any client.
- b. It is forbidden to accept any gift of material value unless that gift is for advertising or promotional purposes and bears the logo and name of the entity which presents it.
- c. A Department will designate the organisational unit that may accept or maintain gifts on its behalf. These gifts will be distributed at the Department's discretion.
- d. Gifts may only be presented or distributed in the name of the Department and by the party designated by it.

Political Activism

Article (35)

During his service with the Government, an Employee is prohibited from engaging in political activism within or outside of the UAE without first obtaining the written approval of his Department and the competent authorities in the UAE.

Conflict of Interest

Article (36)

While performing his duties, an Employee must avoid any conflict of interest between his private activities and the interests and operations of his Department or the Government. The Employee must avoid any act that may raise any suspicions of conflict of interest, and must immediately disclose to the Human Resources Directorate any actual or suspected conflict of interest. In particular, the Employee must not:

1. participate in any operation, process, or decision that may directly or indirectly influence the awarding of any contract to a contractor, a supplier, or any project in which the Employee, his spouse, or any of his relatives up to the fourth degree has an interest;
2. participate in any decision or process that may be of benefit to him, his spouse, or any of his relatives up to the fourth degree;
3. misuse his post or disclose any information gained in his capacity as holder of the post to achieve specific goals or to obtain favours or special treatment; or
4. participate in any operation, process, or decision with intent to prejudice or undermine the interests of any clients towards whom he has feelings of hostility, hatred, racial prejudice, or grudge for any reason whatsoever.

Conducting Private Work

Article (37)

- a. A non-UAE National Employee is prohibited from working for a third party or providing any services on a paid or unpaid basis, or owning any sole proprietorship or shares and stocks in any company, with the exception of public joint stocks companies, without first obtaining the written approval of the Director General.
- b. A UAE National Employee may own any sole proprietorship, or shares and stocks in any company; manage any such company or establishment; or work for a third party or provide any services on a paid or unpaid basis.

- c. In implementing the provisions of paragraphs (a) and (b) of this Article, the following rules must be observed:
1. The Employee's private work must be performed outside his official working hours.
 2. The Employee's private work must not adversely affect the performance of his employment duties or the interests of his Department.
 3. The Employee's private work must not be related in any manner to his post and must not affect or be affected by it.
 4. The Employee's private work must not conflict in any manner whatsoever with the interests of his Department.

Internal and External Communications

Article (38)

- a. In implementation of its internal and external communications policy, the Government will mainly rely on the principles of responsibility, transparency, and partnership in order to ensure the provision of the best services to clients.
- b. A Department will follow the General Guide for Government Communications approved by the General Secretariat of the Executive Council.

Professional Membership

Article (39)

A Department will pay or reimburse to its Employee any fees or subscriptions paid for membership in any professional association or for obtaining a professional licence if such membership or licence is a prerequisite for performing his employment duties, in which case the Employee must obtain the prior written approval of his Department before joining the professional association, obtaining the professional licence, or paying the fees or subscriptions.

Chapter Five
Emiratisation

Appointment Priority

Article (40)

- a. UAE Nationals, particularly those who have completed the National Service, will be given priority when filling vacant posts in a Department. They will be appointed or transferred to these posts, provided that they meet the relevant requirements. Where necessary, they may be provided with additional training.
- b. A Department is committed to improving and developing the skills of its UAE National Employees and ensuring their professional career development.

Plans for Emiratisation and Replacement of Non-UAE National Employees

Article (41)

- a. A Department must prepare a plan for Emiratisation and replacement of non-UAE National Employees and develop programmes for qualifying UAE Nationals, in accordance with the relevant policies adopted by the Executive Council.
- b. A Department must present to the DGHR its plan for Emiratisation and replacement of non-UAE National Employees for approval.

Sponsorship of UAE National Secondary School Graduates

Article (42)

- a. A Department may enter into contracts with UAE National secondary school graduates to study in vocational or technical disciplines or to obtain vocational training which is related to the functions and nature of work of the Department. The contracts concluded with these graduates, or with their legal representatives, will determine the rights and obligations of parties, including the obligation that the graduates work for the Department at least for a period equal to the period of their study or training.

- b. A Department will, within its approved budget, pay a monthly lump sum remuneration to these students or trainees throughout the period of study or training. This remuneration will be deemed a grant and may not be deducted from their Total Salaries or benefits upon their appointment in the Department.
- c. Where a student or trainee fails to work for the Department that sponsored his study or training, or fails to obtain the required academic qualification without a valid reason acceptable to the Department, he must repay all expenses and amounts incurred by the Department for his study or training, except for the grant referred to in paragraph (b) of this Article.
- d. The Department will issue a bylaw regulating the sponsorship of UAE National secondary school graduates.

Qualifying Fresh Graduates

Article (43)

A Department may recruit UAE National fresh graduates specialised in all disciplines in order to train them and develop their professional skills and competencies. These fresh graduates will be recruited in return for a monthly lump sum remuneration. The provisions related to training fresh graduates will be prescribed pursuant to the relevant bylaw approved by the Director General.

Internship

Article (44)

A Department may admit interns from amongst UAE National students enrolled in educational institutions accredited within or outside of the UAE to enable them to fulfil the requirements for obtaining academic qualifications. The Human Resources Directorate at the Department must take the necessary actions to ensure that internship programmes are actually conducted.

Chapter Six
Salaries, Allowances, Increments, and Benefits

General Principles
Article (45)

- a. A Department must seek to achieve its goals while targeting optimal productivity and cost-efficiency. In order to achieve this, the employment incentives and benefits stipulated in this Law and the legislation issued in pursuance hereof must be awarded in a manner that ensures the highest efficiency and performance of the Government.
- b. A Department may not disburse any increment, allowance, or other employment benefit other than those stipulated in this Law and the legislation issued in pursuance hereof. Where any such increment, allowance, or benefit is disbursed to an Employee, it will not constitute an acquired right and must be recovered by the Department.

Determining Grades, Salaries, Allowances, and Increments
Article (46)

The grades, salaries, allowances, and financial appropriations of Employees will be determined by the relevant resolutions of the Chairman of the Executive Council.

Minimum Salary of UAE National Employees
Article (47)

The Chairman of the Executive Council will, pursuant to a resolution he issues in this respect and upon the recommendation of the DGHR, determine the minimum Total Salary of UAE National Employees.

Social Allowance for UAE Nationals

Article (48)

A UAE National Employee will be entitled to a social allowance in the amount determined pursuant to the relevant resolutions of the Chairman of the Executive Council. The social allowance will be added to the monthly Total Salary and will be subject to the Total Salary breakdown prescribed by these resolutions.

Enrolment in the Pension Scheme

Article (49)

- a. UAE National Employees will be enrolled in the Pension scheme of the General Pensions and Social Security Authority in accordance with the legislation in force.
- b. The contributions deducted from the monthly Total Salary of a UAE National Employee and the contributions paid on his behalf by the Department will be determined in accordance with the relevant legislation in force.

Annual Air Ticket Allowance

Article (50)

An Employee will be entitled to an air ticket allowance in the amount determined by the relevant resolutions of the Chairman of the Executive Council.

Joining and Repatriation Air Tickets

Article (51)

An Employee recruited from outside of the UAE will be entitled to:

1. upon commencing the appointment process, an air ticket to the Emirate from the nearest international airport to his permanent place of residence; and

2. upon the end of his service, a repatriation air ticket to the nearest international airport to his permanent place of residence as stated in the employment contract, provided that he departs the UAE within three (3) months from the date of end of his service.

Non-entitlement to Joining or Repatriation Air Tickets

Article (52)

A non-UAE National Employee will not be entitled to the joining or repatriation air tickets referred to in Article (51) of this Law in any of the following cases:

1. where he is recruited from within the UAE, except in cases where the Employee is brought in on a visit visa by the Department as part of the selection and recruitment process;
2. where he remains in the UAE for a period exceeding three (3) months after the date of end of his service;
or
3. where his service is terminated pursuant to a disciplinary decision or a court judgment, or due to absence from work.

Advance Payment to Non-UAE National Employees

Recruited from outside of the UAE

Article (53)

Where an Employee is recruited from outside of the UAE, his Department may disburse to him an advance payment of not more than one-month Total Salary to facilitate his settlement in the UAE. This advance payment will be repaid over three (3) monthly instalments.

Recovery of Overpayments

Article (54)

A Department must deduct from the Employee's monthly Aggregate Salary any amount owed to the Department by the Employee, including, without limitation, any Aggregate Salary overpayment or any increments, allowances, benefits, or salary increases awarded in contravention of this Law and the legislation

issued in pursuance hereof. In this case, the deduction may not exceed twenty-five percent (25%) of the monthly Aggregate Salary.

Chapter Seven
Performance and Bonuses

Performance Management System
Article (55)

With a view to promoting individual achievements and teamwork spirit and providing a basis for rewarding achievements and accomplishing desired results, a Department must implement the performance management system approved by the Chairman of the Executive Council to measure its Employees' performance based on the Department's strategic objectives and to measure the performance of its organisational units.

Incentives
Article (56)

- a. A Department will issue a regulation governing the awarding of cash and non-cash incentives to its Employees.
- b. The regulation referred to in paragraph (a) of this Article will determine the cases, requirements, and rules of awarding incentives, taking into consideration that:
 1. incentives must be awarded in recognition of an Employee's outstanding achievements, creativity, innovation, or proposals; or for any other reason the Department deems appropriate;
 2. financial appropriations must be available to cover the disbursement of incentives;
 3. the amount of a cash incentive may not exceed the Employee's Basic Salary;
 4. the amount of a cash incentive must be commensurate with the Employee's achievement or proposal; and
 5. incentives may not be awarded to the Employee more than once for the same achievement or proposal.

Periodic Salary Increments

Article (57)

An Employee will be entitled to a periodic increment, which will be added to his Total Salary. The amount, entitlement requirements, and disbursement dates of this increment will be determined pursuant to a resolution issued by the Chairman of the Executive Council on an annual basis.

Chapter Eight

Promotion

General Principles

Article (58)

- a. Promotion is a tool for Employee career development and advancement, and will in no way be deemed as a binding obligation on a Department.
- b. Promotion will be the first option when filling a vacant or newly introduced post in a Department. Where Department Employees do not have the qualifications, experience, or competencies required to fill such a post, the Department will resort to external recruitment sources.
- c. Promotion will be awarded to the Employee who obtains at least a “Meets Expectations” performance rating.
- d. In accordance with the relevant resolutions of the Chairman of the Executive Council, a promoted Employee will be awarded the Total Salary of the first point of the new grade or an increase of the Total Salary awarded prior to the promotion, whichever is higher.
- e. For the purposes of promotion, seniority will be considered only if the performance ratings of more than one (1) Employee are identical.
- f. A promotion resolution will be issued by the Director General.
- g. Promotion may not be awarded retroactively, and no more than one (1) promotion may be awarded within a period of twelve (12) months.

Promotion to Higher Grades

Article (59)

- a. An Employee will be promoted to a higher grade as follows:
 - 1. promotion to a vacant or newly introduced post which is one (1) grade higher than his post; or
 - 2. promotion through re-evaluation of his current post due to redistribution of duties and responsibilities.
- b. Notwithstanding the provisions of paragraph (a) of this Article, an Employee may be exceptionally promoted up to two (2) grades higher. An Employee may be exceptionally promoted only after the lapse of at least four (4) Years from the previous exceptional promotion.

Salary Upgrade

Article (60)

- a. An Employee will be promoted by being awarded a Total Salary upgrade. The amount of this upgrade will be determined in accordance with the relevant resolutions of the Chairman of the Executive Council. The new Total Salary of the promoted Employee must not exceed the salary of the highest point of his grade, and the duties of his post or his grade may not be changed.
- b. The financial promotion awarded in accordance with this Article will be as follows:

1. Ordinary Salary Upgrade

To be awarded an ordinary salary upgrade, an Employee's performance rating for the preceding Year must not be less than "Meets Expectations", and at least one (1) Year must have lapsed since the date of the last ordinary salary upgrade received by the Employee.

2. Special Salary Upgrade

To be awarded a special salary upgrade, an Employee's performance rating for the preceding Year must not be less than "Exceeds Expectations", and at least two (2) Years must have lapsed since the date of the last special salary upgrade received by the Employee.

Chapter Nine
Learning, Development, and Scholarships

Learning and Development

Article (61)

- a. A Department is committed to the continued education and development of its Employees through the provision of training and knowledge resources, and through the improvement of their technical competencies and professional conduct.
- b. The provisions governing learning and development will be determined pursuant to the relevant resolution issued by the Chairman of the Executive Council.

Scholarship Conditions

Article (62)

- a. Pursuant to a resolution of the Director General, an Employee may be sent on a scholarship within or outside of the UAE whether at the expense of his Department or any other entity.
- b. To be sent on a scholarship, the following conditions must be met:
 1. The Employee must be a UAE National.
 2. The Employee's service with his Department must not be less than two (2) Years.
 3. The Employee must have obtained at least an "Exceeds Expectations" rating in the last performance appraisal.
 4. The academic qualification to be obtained must be commensurate with the Employee's post or career path, and with the nature of the Department's work.
 5. The Employee must not have been sent previously on a scholarship, unless the academic qualification to be obtained is higher than, and in the same discipline of, the previously-obtained qualification.

- c. The Director General may exempt an Employee from compliance with the condition stipulated in paragraph (b)(2) of this Article where the Employee is sent on a scholarship to study in an important or rare specialisation that serves the Department's needs and requirements.

**Amendment of Employment Terms upon
Obtaining Academic Qualifications
Article (63)**

- a. A Department must transfer a UAE National Employee who obtains an academic qualification through a scholarship to a post commensurate with his new academic qualification, provided that the grade and salary of the new post are not lower than those of the post he has held prior to obtaining the new qualification.
- b. A Department may modify the salary of an Employee or transfer him to a new post where he obtains a higher academic degree, provided that the study programme is approved in advance by the Director General and that the relevant financial appropriations and vacancy are available.

**Obligations of Employees on Scholarships
Article (64)**

- a. An Employee who studies at the expense of a Department on a full-time basis must work for that Department at least for a period equal to the period of the approved study programme, failing which he must repay all the expenses incurred by the Department throughout the period of study, including the monthly Aggregate Salaries he has received.
- b. An Employee who is sent on a full-time scholarship upon being awarded a scholarship or study grant by a third party must work for his Department at least for the same period of the scholarship or study grant, failing which he must repay the monthly Aggregate Salaries he has received.
- c. An Employee who studies on a part-time basis, at the expense of his Department, must work for that Department at least for half the period of the approved study programme, failing which he must repay all the expenses incurred by the Department throughout the period of study.

- d. Where an Employee fails to complete the period of service prescribed under paragraph (a) of this Article, he must repay all the expenses and monthly Aggregate Salaries paid to him for the period of service that remains uncompleted on the date of leaving the service of the Department.
- e. Where an Employee fails to complete the period of service prescribed under paragraph (b) of this Article, he must repay the monthly Aggregate Salaries paid to him for the period of service that remains uncompleted on the date of leaving the service of the Department.
- f. Where an Employee fails to complete the period of service prescribed under paragraph (c) of this Article, he must repay all the expenses incurred by the Department for the period of service that remains uncompleted on the date of leaving the service of the Department.
- g. Where an Employee studies at the expense of his Department, the Department may deduct any study-related amounts that are paid to the Employee by any other entity.

Termination of Scholarships

Article (65)

- a. An Employee's scholarship will be terminated pursuant to a resolution of the Director General upon recommendation of the organisational unit responsible for scholarships at the Department in any of the following cases:
 - 1. failure to join, or absence from, the study programme for one (1) month without a prior permission or acceptable reason;
 - 2. failure for two (2) consecutive academic years in case of academic year system, or failure to obtain the minimum credit hours required for successful completion of the study programme in three (3) consecutive semesters or four (4) non-consecutive semesters in case of credit hour system;
 - 3. changing the academic specialisation, the academic institution in which the Employee is enrolled, or the approved country of study without first obtaining the approval of the Department;
 - 4. receiving a scholarship from any other entity within or outside of the UAE without first obtaining the approval of the Department; or

5. committing any disgraceful act or conduct, committing an act that may prejudice the reputation of the UAE, or conducting an activity which may constitute violation of the laws and regulations in force in the country of study or in the educational institution; or engaging in political activism, while on scholarship.
- b. Where the scholarship is terminated in any of the cases mentioned in the paragraph (a) of this Article, the Employee must repay all fees and expenses incurred by his Department throughout the period of study, excluding his monthly Total Salaries.

Chapter Ten
Travel on Official Assignments

General Principles

Article (66)

Pursuant to a resolution of the Director General, an Employee will be sent on an Official Assignment inside or outside of the UAE to perform any official duties on behalf of the Department or the Government. This resolution will determine the nature, objectives, duration, and destination of the Official Assignment.

Air Tickets for Overseas Official Assignments

Article (67)

- a. A Department will be responsible for booking and obtaining air tickets for an Employee who is sent on an Official Assignment outside of the UAE as follows:
 1. Grade 14 and above: Business class.
 2. Grade 13 and below: Economy class.
- b. An Employee sent on an Official Assignment outside of the UAE will travel on the travel class referred to in paragraph (a) of this Article even if the other Employees or members of the work team with whom he travels are entitled to a higher travel class. However, the head of a delegation will travel on business class.

- c. Where a female UAE National Employee is sent on an Official Assignment outside of the UAE, the Department will be responsible for booking and obtaining one (1) air ticket, in the same travel class of the Employee, for one (1) person to accompany her during travel on the assignment.

Official Assignment Allowance

Article (68)

The allowances payable to Employees sent on Official Assignments within or outside of the UAE will be determined pursuant to the relevant resolutions of the Chairman of the Executive Council.

Departure and Return Dates for Official Assignments

Article (69)

- a. An Employee who is sent on an Official Assignment outside of the UAE must take leave from, and report back to, work on the dates specified in his assignment decision. In specifying the period of the Official Assignment, available flight timings and Official Assignment agenda must be taken into consideration.
- b. The Director General may extend the period specified in the assignment decision in emergency situations that are beyond the control of the Employee who is on an Official Assignment. In this case, the period of extension must be commensurate with the emergency situation.
- c. An Employee sent on an Official Assignment will be entitled to an allowance, which will be calculated based on the period of the Official Assignment determined in accordance with the provisions of paragraphs (a) and (b) of this Article.

Official Assignment Hospitality Costs

Article (70)

A Department will bear the expenses and costs of hospitality and official events held by heads of delegations during Official Assignments, with the exception of costs of alcoholic beverages or entry to entertainment clubs, and similar costs.

General Provisions on Official Assignments

Article (71)

- a. An Employee may, subject to the approval of his immediate supervisor, combine his annual leave with an Official Assignment within or outside of the UAE.
- b. A Department will not bear the costs of the accommodation or air tickets of an Employee who is sent on an Official Assignment where they are paid by any other entity. The Employee must inform his Department where such costs are paid by that other entity.
- c. A Department will be responsible for obtaining the required visas for its Employees from the concerned authorities. However, the Department may not be held responsible if the issuance of a visa is delayed or rejected by these authorities. The Employee will be responsible for ensuring that his passport and all other official documents required for visa issuance are authentic and valid at all times.

Chapter Eleven

Leave

Types of Leave

Article (72)

The types of leave that may be granted to Employees in accordance with this Law will be as follows:

1. annual leave;
2. sick leave;
3. maternity, delivery, and childcare leave;
4. paternity leave;
5. compassionate leave;
6. *Idda* leave;
7. *Hajj* leave;

8. event participation leave;
9. patient escort leave;
10. spouse escort leave;
11. study leave;
12. unpaid leave; and
13. National Service and Reserve Service leave.

Annual Leave Entitlement

Article (73)

An Employee appointed on a permanent post will be entitled to annual leave with Aggregate Salary as follows:

- a. Grade 12 and above: Thirty (30) working days per Year.
- b. Grade 4 to 11: Twenty-five (25) working days per Year.
- c. Grade 7 and below: Eighteen (18) working days per Year.

Utilisation of Annual Leave Balance

Article (74)

- a. A Department must encourage its Employees to utilise their annual leave balance within the same Year. Where an Employee is unable to utilise his leave balance in full due to essential work requirements, he must utilise at least one half of that annual leave balance.
- b. Subject to the approval of his immediate supervisor, an Employee may utilise his annual leave balance on one (1) or more occasions. The Employee may also combine annual leave with any other leave to which he is entitled as per the conditions stipulated in this Law and the legislation issued in pursuance hereof.
- c. Any period of sickness occurring during annual leave will be deemed part of the annual leave.

- d. During the first Year of service, and upon successful completion of the probation period, an Employee will be entitled to utilise his annual leave balance.
- e. Subject to the approval of the immediate supervisor and as permitted by work requirements, an Employee who completes at least one (1) Year of service with his Department may utilise his annual leave balance in addition to a leave advance of up to ten (10) days from the leave balance of the following Year.

Annual Leave Process

Article (75)

- a. A Department will regulate annual leave of its Employees to ensure a proper and uninterrupted workflow.
- b. An application for annual leave will be submitted by the Employee in accordance with the regulations adopted by the Department. The Employee's immediate supervisor must respond to the leave application no later than ten (10) working days from the date of its submission, failing which the application will be deemed accepted.

Annual Leave Aggregate Salary Disbursement

Article (76)

At the request of an Employee, a Department may disburse to the Employee the Aggregate Salary of the approved annual leave up to one (1) month prior to taking the leave.

Annual Leave during Probation Period

Article (77)

No Employee may be granted annual leave or paid advance salary for the period of annual leave unless he successfully completes the probation period. The Employee's annual leave entitlement will continue to accrue during the probation period.

Carrying Forward the Annual Leave Balance

Article (78)

- a. In order to strike a balance between work and private life, Employees must utilise their annual leave balance during the Year in respect of which leave entitlement accrues.
- b. Employees may not carry forward more than one half of the annual leave balance to the following Year.
- c. Notwithstanding the provisions of paragraph (b) of this Article, the Director General may allow any Employee to carry forward more than one half of his annual leave balance to the following Year if work requirements prevent the Employee from utilising his annual leave balance in the current Year.
- d. An Employee will retain his annual leave balance that has accrued prior to the effective date of this Law, and will have the right to utilise such balance throughout his period of service.

Annual Leave Discontinuation

Article (79)

- a. In special cases mandated by work requirements, the Director General may recall an Employee from his approved annual leave before its expiry. Unutilised leave days will be credited back to the Employee's annual leave balance.
- b. In special cases approved by the immediate supervisor, an Employee may, after starting annual leave, request to cancel or discontinue the leave and return to work, in which case the unutilised leave days will be credited back to his leave balance.

Sick Leave

Article (80)

- a. An Employee may be granted sick leave of up to five (5) consecutive working days at a time and up to fifteen (15) non-consecutive working days per Year pursuant to a medical report issued by an officially-accredited medical entity. Any sick leave in excess of that period must be approved pursuant to a medical report issued by the Medical Committee.

- b. Where the period of sickness of an Employee exceeds the periods referred to in paragraph (a) of this Article, the Medical Committee will, upon verifying the Employee's health condition, approve granting him an extension for the period it deems necessary based on his health condition, provided that the total number of sick leave days does not exceed one (1) Year for a UAE National Employee and three (3) months for a non-UAE National Employee.
- c. The Medical Committee will, upon the expiry of the Employee's sick leave approved pursuant to the provisions of paragraph (b) of this Article, review the health condition of the Employee. Based on the outcome of this review, the following will apply:
 - 1. Where the medical fitness of a non-UAE National Employee is established, he will be reinstated to his post, and where he is proven to be medically unfit, the Medical Committee will recommend termination of his service in accordance with the procedures stipulated in this Law and the legislation issued in pursuance hereof.
 - 2. Where the medical fitness of a UAE National Employee is established, he will be reinstated to his post or his transfer to another post that is suitable for his health condition will be recommended. Where his need for sick leave extension and the prospect of his recovery are verified, he may be granted a sick leave extension. In this case, the total period of the sick leave may not exceed one (1) Year. Where a UAE National Employee is proven to be medically unfit, the Medical Committee will recommend termination of his service on grounds of medical unfitness and his retirement in accordance with the relevant legislation in force.
- d. A non-UAE National Employee will be entitled to his Aggregate Salary for the first month, and to his Basic Salary for the following two (2) months, of his sick leave unless that leave is due to Occupational Injury or Occupation Disease, in which case he will continue to receive the salary determined by the relevant legislation in force.
- e. A UAE National Employee will be entitled to his Aggregate Salary for the first Year, and to his Total Salary for the second Year, of his sick leave unless that leave is due to Occupational Injury or Occupational Disease, in which case he will continue to receive the salary determined by the relevant legislation in force.

- f. In any event, an Employee or his representative must officially notify his Department of the sick leave within five (5) working days from the date on which the leave is granted.
- g. An Employee's working hours will be reduced for health-related reasons upon the recommendation of the Medical Committee. However, his daily working hours must not be less than five (5). In this case, the Medical Committee will review the health condition of the Employee every three (3) months and prepare a detailed medical report on his health condition.

Sick Leave Recurrence

Article (81)

In case of recurrence of sick leave, the Director General may refer the Employee to the Medical Committee for medical examination and preparation of a detailed report on his health condition.

Contagious Diseases

Article (82)

- a. Where an employee contracts a contagious disease, even if the Employee is not precluded by this disease from performing work duties, the Medical Committee must grant him sick leave until his full recovery is confirmed by a report issued by the Medical Committee. The Medical Committee must notify the Employee's Department that he may not be allowed to report to work throughout this period. In this case, the Employee will be paid his Aggregate Salary for the period of the sick leave.
- b. The Department may assign the Employee who is granted sick leave pursuant to the provisions of paragraph (a) of this Article to perform the duties of his post through telework where his health condition and the nature of his work so permit. In this case, the Employee will be paid his Aggregate Salary throughout the period of telework.

Maternity, Delivery, and Childcare Leave

Article (83)

Maternity, delivery, and childcare leave will be regulated pursuant to the provisions of the above-mentioned Decree No. (14) of 2017 or any superseding legislation.

Paternity Leave

Article (84)

A male Employee to whom an infant is born will be granted paternity leave of three (3) working days with Aggregate Salary within one (1) month from the infant's birth.

Compassionate Leave

Article (85)

- a. An Employee will be granted compassionate leave of five (5) working days with Aggregate Salary in case of death of any of his first-degree or second-degree relatives.
- b. A male Employee will be granted compassionate leave of ten (10) working days with Aggregate Salary in case of death of his wife. A non-Muslim female Employee will also be granted compassionate leave of ten (10) working days with Aggregate Salary in case of death of her husband.
- c. Compassionate leave may be combined with annual leave. If the compassionate leave occurs during annual leave, the compassionate leave days will be credited back to the Employee's annual leave balance. However, compassionate leave may not be granted during any other type of leave.

Idda Leave

Article (86)

- a. In the event of death of her husband, a Muslim female Employee will be granted *Idda* leave with Aggregate Salary for four (4) months and ten (10) days from the date of the husband's death, or until she delivers her infant if she is pregnant.

- b. *Idda* Leave may be combined with annual leave. If *Idda* leave occurs during annual leave, the *Idda* leave days will be credited back to the Employee's annual leave balance.

Hajj Leave

Article (87)

A Muslim Employee will be granted, once during service with the Government, leave with Aggregate Salary for fifteen (15) working days to perform *Hajj*. The Employee may combine *Hajj* leave with his annual leave.

Event Participation Leave

Article (88)

- a. A Director General may grant an Employee leave with Aggregate Salary for up to two (2) months at a time for each participation in an event involving a national team; a competition; a sports activity; or a social, cultural, or volunteer programme, or participation in any other activity which is not related to the work of the Department but requires the participation of the Employee. This leave will be granted upon a written request by the entities concerned with these activities in the UAE.
- b. Notwithstanding the provisions of paragraph (a) of this Article, the Director General may, upon the request of the concerned entity and based on valid grounds, extend the event participation leave once for a period not exceeding one (1) month.

Patient Escort Leave

Article (89)

- a. The Director General may grant an Employee up to three (3) months' leave with Aggregate Salary to accompany his spouse, or relative up to the second degree, for medical treatment outside of the UAE where such treatment is not available in the UAE. In special cases, this leave may be granted to accompany a third-degree blood relative. Where necessary, the Director General may extend such leave with Basic Salary. In any event, this leave will be granted or extended based on a medical report issued by an officially accredited medical entity.

- b. A Director General may grant an Employee up to two (2) months' leave with Aggregate Salary to accompany his spouse, or relative up to the second degree, who receives medical treatment in the UAE. Where necessary, the Director General may extend such leave with Basic Salary. In any event, this leave will be granted or extended based on a medical report issued by an officially accredited medical entity.

Spouse Escort Leave

Article (90)

- a. Pursuant to a resolution of the Director General, a UAE National Employee may be granted unpaid leave to accompany his spouse who is sent outside of the UAE on an Official Assignment, scholarship, study leave; who is transferred or seconded to, or assigned the duties of a post, outside of the UAE; or who joins any international or regional organisation or agency. This leave must not exceed the prescribed period of the scholarship, study leave, or work outside of the UAE.
- b. Throughout the period of the leave stated in paragraph (a) of this Article, the Department may fill the vacant post of the Employee who is granted the approved leave. Upon expiry of the leave and return of the Employee to the UAE, the Department must reinstate him to his original post or transfer him to a new post in an equivalent grade.
- c. Subject to the provisions of the above-mentioned Federal Law No. (7) of 1999, the period of the leave stated in paragraph (a) of this Article will be deemed part of the Employee's actual period of service. The Employee's entitlement to annual leave and air ticket allowance will cease to accrue during this leave.

Study Leave

Article (91)

A Director General may issue a resolution granting a UAE National Employee full-time or Part-time study leave within or outside of the UAE to obtain an academic qualification. This leave will be for a period equal to that of the approved study programme.

Study Leave Eligibility Requirements

Article (92)

- a. To be eligible for study leave, the following conditions must be met:
 1. The Employee must be a UAE National.
 2. The Employee's service with his Department must not be less than two (2) Years.
 3. The Employee must have obtained at least an "Exceeds Expectations" rating in the last performance appraisal.
 4. The academic qualification to be obtained must be commensurate with the Employee's post or career path, and with the Department's needs and nature of work.
 5. The Employee must not have been previously granted a study leave, unless the academic qualification to be obtained is higher than, and in the same discipline of, the previously-obtained qualification.
- b. Notwithstanding the provisions of paragraph (a) of this Article, where an Employee studies in an important or rare specialisation that serves the Department's needs and requirements, the Director General may:
 1. exempt the Employee to be granted full-time study leave from compliance with the condition stipulated in paragraph (a)(2) of this Article; and
 2. exempt the Employee to be granted Part-time study leave from compliance with the conditions stipulated in paragraphs (a)(1), (a)(2), and (a)(3) of this Article.

Full-time Study Leave

Article (93)

- a. Full-time study leave with Aggregate Salary will be granted pursuant to a resolution of a Director General. The study leave will be for the same period prescribed to obtain the approved academic qualification in addition to the period required to complete any relevant tests or preliminary studies. However, the study leave period may not exceed one (1) Year. Where the Employee's progress reports confirm the need for extension of the study leave, the leave may be extended pursuant to a resolution of the Director General.

- b. Full-time study leave will be deemed part of the Employee's actual period of service. However, the Employee's entitlement to annual leave and air ticket allowance will cease to accrue during this leave.

Part-time Study Leave

Article (94)

A UAE National Employee who is enrolled in a distance-learning programme within or outside of the UAE, or who is enrolled in regular evening classes at an educational institution accredited in the UAE, may be granted the following:

1. leave with Aggregate Salary, to take examinations, for the period stated in the approved examination schedule;
2. additional leave with Aggregate Salary for up to five (5) working days per semester, to be taken prior to the first examination date, where examinations are held within the UAE; or for up to ten (10) working days prior to the first examination date where examinations are held outside of the UAE;
3. a short study break of up to two (2) hours per day to attend classes throughout the period of the approved study programme; and
4. leave with Aggregate Salary to prepare a graduation research paper, project, or thesis in accordance with the requirements adopted by the educational institution. The period of this leave will be up to five (5) working days where the study is within the UAE, and up to ten (10) working days where the study is outside of the UAE.

Termination of Study Leave

Article (95)

An Employee's full-time/ part-time study leave will be terminated pursuant to a resolution of the Director General upon recommendation of the organisational unit responsible for study leave at the Department in any of the following cases:

1. failure to join, or absence from, the study programme for one (1) month without a prior permission or acceptable reason;

2. failure for two (2) consecutive academic years in case of academic year system, or failure to obtain the minimum credit hours required for successful completion of the study programme in three (3) consecutive semesters or four (4) non-consecutive semesters in case of credit hour system;
3. changing the academic specialisation of the study in respect of which leave is granted, the educational institution in which the Employee is enrolled, or the approved country of study, without first obtaining the approval of the Department;
4. receiving a scholarship from any other entity within or outside of the UAE without first obtaining the approval of the Department; or
5. committing any disgraceful act or conduct, committing an act that may prejudice the reputation of the UAE, or conducting an activity which may constitute violation of the laws and regulations in force in the UAE, in the educational institution, or in the country of study.

Unpaid Leave

Article (96)

- a. Pursuant to a resolution of the Director General, an Employee may be granted unpaid leave of up to sixty (60) days, provided that the Employee has valid reasons to obtain this leave and that he fully utilises his annual leave balance.
- b. Unpaid leave will not be deemed part of the actual period of service of the Employee, and his entitlement to annual leave and air ticket allowance will cease to accrue during this leave.

National Service and Reserve Service Leave

Article (97)

Leave will be granted to a UAE National Employee to complete the National Service or Reserve Service. An Employee on National Service or Reserve Service leave will be entitled to Aggregate Salary in addition to any other applicable increments or allowances. The National Service or Reserve Service leave period will be deemed part of the Employee's actual service period, and his entitlement to annual leave and air ticket allowance will continue to accrue during this leave.

General Provisions on Leave

Article (98)

- a. During the probation period, an Employee will not be entitled to any paid leave except for compassionate leave; sick leave; maternity, delivery, and childcare leave; or *Idda* leave (for female Muslim Employees). Where the Employee takes any such leave, his probation period must be extended for the number of days of the leave.
- b. Where an Employee joins National Service or Reserve Service during the probation period, he will complete the remaining part of his probation period after completing the National Service or Reserve Service.
- c. In case of resignation or termination of service of an Employee for any reason during the probation period, he will not be entitled to any annual leave for the period of his service with the Department.
- d. An Employee must report to work upon expiry of his leave. Where he fails to do so without a prior permission or an acceptable reason, disciplinary action will be taken against him pursuant to this Law, and he will not be entitled to his Aggregate Salary for the days of his absence from work. These days will not be deemed part of the Employee's actual service with the Department.
- e. Official mourning periods occurring during any leave will not be credited back to the Employee's leave balance.

Chapter Twelve

Transfer, Assignment, and Secondment

Transfer Conditions

Article (99)

An Employee may be transferred to another post within or outside of his Department subject to the following:

1. Transfer must be for the purpose of achieving the public interest.
2. Transfer must not prejudice the Employee's existing rights.
3. The Employee must be transferred to an approved vacant post that is included in the Functional Structure.

Intra-departmental Transfer

Article (100)

The Director General may transfer an Employee between posts or organisational units within his Department, provided that the Employee's competencies, qualifications, and experience are commensurate with the new post.

Transfer between Government Entities

Article (101)

- a. Under ordinary circumstances, an Employee may be transferred to another Department or any Government entity within the Emirate subject to the approval of the Employee, his Department and the Department to which he will be transferred. In any event, the Employee's prior written consent to the transfer must be obtained.
- b. Under exceptional circumstances, an Employee may be transferred to another Department or any other Government Entity within the Emirate without his prior consent, provided that internal transfer within his Department is not possible. This includes, but is not limited to, the transfer of the Employee:
 1. pursuant to a resolution of the Ruler or the Chairman of the Executive Council;
 2. in case of restructuring his Department or its organisational units;
 3. in case of establishing a new Government Entity; or
 4. where the functions of the Employee's organisational unit are transferred to another Department.
- c. The transfer of an Employee in the cases stipulated in paragraph (b) of this Article must be in accordance with the relevant restructuring and human resources redistribution plans prepared by the Department in coordination with the DGHR.
- d. The service of an Employee who is transferred pursuant to the provisions of this Article will be deemed continuous service.

- e. All existing entitlements and leave balance of a transferred Employee will be transferred to the entity to which he is transferred to the extent that this does not contradict the legislation applicable to that entity.
- f. A transferred Employee must obtain clearance from his Department before joining the service of the new entity.
- g. The transferred Employee's file will be transferred to the new entity. However, the former Department must maintain copies of all documents and decisions related to him in a file.
- h. The entity to which an Employee is transferred will bear all costs associated with the transfer, including any variation in the payment of contributions to the Pension scheme of the General Pensions and Social Security Authority (pursuant to the legislation applicable to the General Pensions and Social Security Authority).

Transfer to Non-Government Entities

Article (102)

Subject to the approval of the Director General and written consent of an Employee, that Employee may be transferred to any federal or local government entity in any emirate of the UAE.

Intra-departmental Assignment

Article (103)

- a. Pursuant to a resolution of the Director General, an Employee may, in addition to the duties of his original post, be assigned the duties and responsibilities of another post which is vacant or whose incumbent is absent. This assignment will be for a period not exceeding six (6) months extendable for up to another six (6) months. The post whose duties are assigned must be on the same grade level of the original post or on a level higher by up to two (2) grades.
- b. Pursuant to a resolution of the Director General, an Employee may, to the exclusion of the duties of his original post, be assigned the duties and responsibilities of another post in the next higher grade which is vacant or whose incumbent is absent. This assignment will be for a period of six (6) months extendable for up to another six (6) months.

- c. Pursuant to a resolution of the Director General, an Employee may, based on a career-path related individual development plan and to the exclusion of the duties of his original post, be assigned the duties of a supervisory post in the next higher grade which is vacant or whose incumbent is absent. This assignment will be for a period of six (6) months extendable for another six (6) months. In this case, the assignment will be deemed a professional development assignment.
- d. An Employee may not be assigned the duties of more than one post in addition to those of his original post.
- e. The post whose duties are assigned to an Employee must be in grade 12 or higher.
- f. Upon the expiry of the period of assignment referred to in this Article, the assigned Employee must be reinstated to his original post, transferred to any other post in the same grade, or transferred to the post whose duties have been assigned to him.

Assignment Allowance

Article (104)

Where an Employee is assigned the duties of a post in addition to the duties of his original post, he will be entitled to an assignment allowance of fifteen percent (15%) of the Basic Salary for the first point of grade of the post whose duties are assigned to him, provided that the assignment period exceeds two (2) months. This allowance will accrue effective as of the date of assuming the assigned duties.

Interdepartmental Assignment

Article (105)

- a. An Employee may be assigned all or part of the duties of a post in the same or a higher grade, or to perform certain duties in another Department, for a period not exceeding six (6) months extendable for another six (6) months. In this case, the Employee's assignment will take effect upon the request of the host Department and subject to the approval of the Employee's Department, and the Employee's Aggregate Salary and all other entitlements for the period of assignment will be paid by his Department.

- b. An Employee who is assigned the duties of another post pursuant to the provisions of paragraph (a) of this Article will be entitled to a cash bonus of twenty percent (20%) of his Basic Salary. This cash bonus will be disbursed monthly by the host Department throughout the assignment period.

Secondment

Article (106)

- a. An Employee will be seconded to any local or federal government entity within the UAE; to any company or corporation fully or partially owned by that entity; to any foreign government or entity; or to an Arab, regional, or international organisation.
- b. An Employee will be seconded pursuant to a resolution of the Director General for an extendable period not exceeding one (1) Year subject to the Employee's prior written consent to the secondment or any extension thereof.

Entitlements of Seconded Employees

Article (107)

- a. A seconded Employee will receive his Aggregate Salary and other employment entitlements from the entity to which he is seconded in accordance with the human resources regulations adopted by that entity. Where an Employee is seconded to a regional or international entity, he will receive his Aggregate Salary from his Department in addition to any other payments or benefits received from the entity to which he is seconded.
- b. An Employee's secondment to another entity may not affect the date of accrual of his air ticket allowance or annual leave balance. The period of secondment will be deemed part of the Employee's actual period of service with his Department.
- c. Where an Employee is seconded to an entity to which this Law does not apply, the Employee will maintain his air ticket allowance and annual leave balance that has accrued as of the commencement date of secondment. In this case, the Employee will not be entitled to annual leave or air ticket allowance from his Department throughout the period of secondment.

Termination of Secondment

Article (108)

- a. Pursuant to a resolution of the Director General, secondment may, for public interest, be prematurely terminated upon the request of the host entity or the seconded Employee.
- b. A Department may fill a post that falls vacant as a result of secondment. Upon the return of a seconded Employee, the Department must reinstate the Employee to his original post or transfer him to a new post in an equivalent or higher grade.

Disciplinary Liability of Seconded Employees

Article (109)

Disciplinary penalties for any offences committed by a seconded Employee will be imposed on him by the host entity in accordance with the legislation applicable to that entity. The Employee's Department must be notified of the offences committed by, and any disciplinary penalties imposed on, the seconded Employee.

Chapter Thirteen

Health, Safety, and the Environment

General Principles

Article (110)

- a. The Government will seek to maintain a healthy work environment and to ensure the safety and welfare of its Employees. These Employees must comply with their obligations in this respect.
- b. Employees must comply with the health, safety, and environmental legislation and policies in force in the Emirate.
- c. A Department and its Employees will have joint responsibility to provide and maintain a safe and healthy work environment in accordance with the relevant policy adopted by the Government.

- d. Where an Employee violates the health, safety, or environmental legislation and policies referred to in this Article, he will be subject to disciplinary, civil, or criminal liability, as the case may be.

Work Environment and Occupational Safety

Article (111)

A Department must provide a favourable work environment that ensures the safety and well-being of its Employees. The DGHR will develop a standard health, occupational safety, and environmental manual for all Departments. A Department may, in coordination with the DGHR, adopt additional health, occupational safety, and environmental rules in accordance with work needs and requirements and the nature of work of the Department.

Healthcare, Occupational Injuries, and Occupational Diseases

Article (112)

In accordance with the relevant resolutions of the Chairman of the Executive Council, a Department will provide healthcare to its Employees and their eligible family members, and provide them with Occupational Injury and Occupational Disease insurance coverage. These resolutions will state, without limitation:

1. the medical insurance policy for Employees and their eligible family members; and
2. the rules, obligations, and rights related to the provision of healthcare associated with Occupational Injuries and Occupational Diseases of Employees and to compensating for these injuries and diseases.

Chapter Fourteen

Disciplinary Liability and Grievances

General Principles

Article (113)

- a. The most effective disciplinary actions and decisions are those adopted in accordance with good leadership and fair supervisory practices.

- b. A Department must take disciplinary actions that are fair, uniform, impartial, and prompt in order to prevent any inappropriate conduct affecting the work environment.
- c. Without prejudice to any civil or criminal liability where applicable, disciplinary action will be taken against any Employee who fails to comply with the obligations stipulated in this Law and the legislation issued in pursuance hereof; with the Code of Conduct and ethics of public service; or with his employment duties.
- d. An Employee will be exempt from disciplinary penalty only if it is proven that he has committed the relevant offence in implementation of an order issued by his immediate supervisor after alerting that supervisor to the offence, in which case the person who issues the order will be held responsible.
- e. An Employee may be punished only once for any single offence.
- f. A disciplinary penalty may be imposed on an Employee only after he is interrogated in writing and given the opportunity to state his case and defend himself during that interrogation.
- g. A decision imposing a disciplinary penalty must be reasoned.
- h. The disciplinary penalty imposed on an Employee must be commensurate with the offence he commits, and must not be excessive or lenient.

Disciplinary Penalties, Grievances, and Complaints

Article (114)

Disciplinary actions and penalties, grievances, and complaints will be regulated pursuant to the relevant regulation issued by the Chairman of the Executive Council.

Work-related Offences Committee

Article (115)

- a. A committee named the “Work-related Offences Committee” will be formed in each Department pursuant to a resolution of its Director General. This committee will be comprised of a chairman, a vice chairman, and three (3) members, including specialists in human resources and legal affairs. A member of the Grievances and Complaints Committee must not be a member of the Work-related Offences Committee.

- b. The Work-related Offences Committee will be responsible for considering and deciding on the work-related offences which are referred to it and are committed by the respective Department's Employees, and for imposing disciplinary penalties on them, in accordance with the rules stipulated in the regulation referred to in Article (114) hereof.

Grievances and Complaints Committee

Article (116)

- a. A committee named the "Grievances and Complaints Committee" will be formed in each Department pursuant to resolution of its Director General. This committee will be comprised of a chairman, a vice chairman and three (3) members, including specialists in human resources and legal affairs. A member of the Grievances and Complaints Committee must not be a member of the Work-related Offences Committee.
- b. The Grievances and Complaints Committee will be responsible for considering and determining any grievance or complaint submitted to it in accordance with the rules stipulated in the regulation referred to in Article (114) hereof.

Filing Grievances with the Central Grievances Committee

Article (117)

In accordance with the rules stipulated in the regulation referred to in Article (114) hereof and with the legislation in force in the Emirate, an Employee may file with the Central Grievances Committee a Grievance against any decision or measure taken by his Department in respect of which a grievance has been submitted to the Grievances and Complaints Committee.

Chapter Fifteen
Termination of Service

Reasons for Termination of Service
Article (118)

The service of an Employee will be terminated:

1. pursuant to a decree of the Ruler;
2. where the UAE National Employee reaches the age of retirement; or where the non-UAE National Employee reaches the age of sixty (60) Years;
3. upon resignation;
4. due to medical unfitness;
5. due to professional incompetence;
6. pursuant to a disciplinary decision, or a court judgment;
7. where his employment contract is not renewed or is terminated before its expiry;
8. in implementation of any approved restructuring plans;
9. in case of his absence from work without an acceptable reason for fifteen (15) consecutive days or for twenty-one (21) non-consecutive days in a single Year;
10. in implementation of any approved plans for Emiratisation and replacement of non-UAE National Employees;
11. upon death; or
12. upon revocation or withdrawal of the Employee's UAE Nationality.

Retirement Age

Article (119)

The service of a UAE National Employee who reaches the retirement age or a non-UAE National Employee who reaches the age of sixty (60) Years will be terminated unless that service is extended, for up to one (1) Year, pursuant to a resolution of the Director General.

Resignation

Article (120)

- a. An Employee may submit a written resignation from his post at any time. The resignation will have legal effect only upon its acceptance.
- b. The Director General will issue a decision to accept or reject the resignation, or will defer determining the resignation request for a maximum period of thirty (30) days from the date of its submission. In any event, a decision on the resignation request must be issued within fifteen (15) working days from the date of its submission, or upon the expiry of the deferral period referred to in this paragraph, otherwise the resignation will be deemed accepted.
- c. A resigned Employee must continue performing his duties until the end of a notice period of two (2) months for Employees of grade 12 and above, a notice period of one (1) month for Employees of grade 11 and below, or any other notice period stipulated in the employment contract concluded with the Employee. The notice period will commence on the day on which the resignation is deemed accepted in accordance with the provisions of this Article.
- d. An Employee may submit a written request to withdraw his resignation before the Director General issues the decision accepting it, or prior to the date on which the resignation is deemed accepted in accordance with the provisions of this Article.

Notice Period Reduction

Article (121)

- a. Upon acceptance of the resignation of an Employee, the Department may, upon his request, reduce the notice period and terminate the service of the Employee before expiry of that period. In this case, the Employee will not be paid any salary or benefit for the remainder of the notice period.
- b. Upon acceptance of the resignation of an Employee, the Department may, of its own accord, reduce his notice period, in which case the Employee will be paid an amount equal to his Aggregate Salary for the remainder of the notice period.
- c. The remainder of the notice period referred to in paragraphs (a) and (b) of this Article will not be deemed part of the Employee's actual service period with the Department.
- d. Where the Employee fails to comply with his obligation to continue to work for the Department during the notice period, the salary for the days on which he fails to comply with that obligation will be deducted from his Aggregate Salary, and disciplinary action will be taken against him.

Exit Interviews

Article (122)

The Human Resources Directorate within a Department will conduct an exit interview with any Employee who resigns or requests non-renewal of his contract with the Department. The purpose of this interview is to gather information on any possible weaknesses in the adopted work procedures and to benefit from this information for future improvement of policies, practices, systems, and processes.

Termination of Service for Medical Reasons

Article (123)

- a. Where it is proven to the satisfaction of the Medical Committee that an Employee who is not enrolled in the Pension scheme of the General Pensions and Social Security Authority is medically unfit to perform the duties of his post, the service of that Employee will be terminated for medical reasons after serving a

two-month notice on him or will be terminated immediately subject to paying him the Aggregate Salary for these two (2) months. In this case, the notice period will be deemed part of the Employee's actual service period.

- b. The service of a UAE National Employee who is enrolled in the Pension scheme of the General Pensions and Social Security Authority will be terminated for medical reasons based on a report issued by the Competent Medical Committee referred to in the above-mentioned Federal Law No. (7) of 1999.

Termination for Professional Incompetence

Article (124)

- a. Where a non-UAE National Employee obtains a 'Below Expectations' rating in his annual performance appraisal, and that rating becomes final either due to his failure to file a grievance in this respect with the Grievances and Complaints Committee or due to dismissal of such a grievance, his service will be terminated for professional incompetence pursuant to a decision of the Director General subject to serving a written notice on him at least two (2) months prior to the termination in case of Employees of grade 12 and above, one (1) month prior to the termination in case of Employees of grade 11 and below, or in accordance with any other notice period stipulated in his employment contract, whichever is longer. The Department may reduce this period subject to the provisions of Article (121) hereof.
- b. Where a UAE National Employee obtains a 'Below Expectations' rating on his annual performance appraisal, and that rating becomes final either due to his failure to file a grievance with the Grievances and Complaints Committee or due to dismissal of such a grievance, the following will apply:
 1. A written warning will be served on the Employee, by his immediate supervisor, requiring him to improve his performance; and a six-month plan to develop the Employee's performance will be devised in coordination with the Human Resources Directorate.
 2. Upon expiry of the period of the plan referred to in paragraph (b)(1) of this Article, the Employee's performance will be reappraised. If his performance has not improved, the Director General may transfer him to another post which is commensurate with his professional competencies even if the

new post is up to two (2) grades lower than his current post. In this case, the Employee will be awarded the salary of the first point of grade of the post to which he is transferred.

3. Where a UAE National Employee who is transferred pursuant to paragraph (b)(2) of this Article obtains a 'Below Expectations' rating in his annual performance appraisal, and that rating becomes final either due to his failure to file a grievance with the Grievances and Complaints Committee or due to dismissal of such a grievance, the Department may terminate his service for professional incompetence pursuant to a decision of the Director General subject to serving a written notice on him at least two (2) months prior to the termination. The Department may reduce this notice period subject to the provisions of Article (121) hereof.

Termination of Service Pursuant to Disciplinary

Decision or Court Judgment

Article (125)

- a. The service of an Employee may be terminated for disciplinary reasons pursuant to a decision of the Director General issued upon the recommendation of the Work-related Offences Committee. The committee must determine in its recommendation whether the Employee will retain his right to full retirement Pension or end-of-service gratuity, or will be deprived of up to twenty-five percent (25%) of that Pension or gratuity.
- b. The service of an Employee which is terminated pursuant to a court judgment will be deemed to have ended on the date on which this court judgment becomes final and definitive.

Non-renewal or Early Termination of Employment Contracts

Article (126)

- a. Unless otherwise stipulated in the employment contract of an Employee, the contract will be automatically renewed for the same original period and on the same terms contained therein where the Department fails to notify the Employee in writing of its intention not to renew the contract, at least two (2) months prior to expiry of the contract in case of Employees of grade 12 and above, or one (1) month prior to expiry of the contract in case of Employees of grade 11 and below.

- b. A Director General may terminate the employment contract of an Employee at any time during its term subject to serving a notice on the Employee at least two (2) months prior to expiry of the contract, or in accordance with any other notice period stipulated in the Employee's contract, whichever is longer. The decision terminating the Employee's contract under this paragraph must be reasoned. The Department may reduce this notice period subject to the provisions of Article (121) hereof.

**Termination of Service in Implementation of Approved
Restructuring Plans
Article (127)**

- a. Where an Employee's post is eliminated due to the restructuring of the Department or any of its organisational units, the Director General may:
1. terminate the service of a non-UAE National Employee subject to serving him with a written notice at least two (2) months prior to the termination or in accordance with any other notice period stipulated in the employment contract, whichever is longer. The notice period may be reduced subject to the provisions of Article (121) hereof; or
 2. transfer a UAE National Employee in accordance with the provisions of Article (101) hereof; retire him where he is entitled to retirement Pension in accordance with the legislation in force; or place him on a pre-retirement scheme, in which case his Basic Salary will continue to be paid and his Pension contributions will not be subject to increase, provided that the Employee has up to two (2) Years to complete the period of service required to establish his eligibility for the retirement Pension.
- b. The measures stated in paragraphs (a)(1) and (a)(2) of this Article must be based on the relevant restructuring and human resources redistribution plans developed by the Department in coordination with the DGHR.

Termination of Service for Absence from Work

Article (128)

- a. The service of an Employee will be terminated in case of his absence or failure to report to work for more than fifteen (15) consecutive working days or twenty-one (21) non-consecutive working days within a Year without a prior permission or an acceptable reason.
- b. Where the Employee whose service is terminated under paragraph (a) of this Article provides any reason within one (1) month from the date of being notified in writing of the termination of his service, his case must be referred to the Work-related Offences Committee to verify the authenticity and the validity of this reason and to make the appropriate decision in this regard.
- c. Where the Employee is absent from work for more than fifteen (15) consecutive working days, the termination of his service in accordance with the provisions of this Article will take effect as of the first day of absence. Where he is absent from work for more than twenty-one (21) non-consecutive working days, the termination of his service in accordance with the provisions of this Article will take effect as of the day following the twenty-first day of absence.

Termination in Implementation of Approved Plans for Emiratisation and Replacement of Non-UAE National Employees

Article (129)

Based on approved plans developed by a Department in coordination with the DGHR for Emiratisation and replacement of non-UAE National Employees, the service of a non-UAE National Employee may be terminated to appoint a UAE National to his post, pursuant to a decision of the Director General, subject to serving a written notice on the non-UAE National Employee at least two (2) months prior to the termination, or in accordance with the notice period stipulated in his employment contract, whichever is longer. The Department may reduce this notice period subject to the provisions of Article (121) hereof.

Death

Article (130)

- a. In the event of death of an Employee for any reason other than Occupational Disease, Occupational Injury, or suicide, the Employee's Department will pay, in one instalment, his Aggregate Salary for three (3) months, in addition to salary for the month in which death occurs, to the person(s) nominated in writing as beneficiaries by the Employee before his death. Where no beneficiaries are nominated, these amounts will be paid in equal shares to the Employee's male and female dependents.
- b. The amount mentioned in paragraph (a) of this Article will be deemed a grant and may not be deemed part of, or deducted from, the end-of-service entitlements. This amount may, by no means, be subject to attachment or set-off with any other amounts owed by the deceased Employee to the Department.

Costs of Repatriating Employees' Remains

Article (131)

In the event of death of a non-UAE National Employee while in the service of a Department, and where his family requests that he be buried in his home country, the Department will bear the cost of repatriation of the Employee's remains to the nearest international airport in his home country in addition to an air ticket for one (1) of his family members, relatives, friends, or colleagues to accompany the remains.

Revocation or Withdrawal of Employees' UAE Nationality

Article (132)

Where an Employee's UAE nationality is revoked or withdrawn in accordance with the legislation in force, his service will be terminated pursuant to a resolution of the Director General as of the date on which the nationality is revoked or withdrawn.

End-of-service Gratuity

Article (133)

- a. With the exception of Employees who are entitled to retirement Pension or to end-of-service gratuity in accordance with the above-mentioned Federal Law No. (7) of 1999 or any other legislation, an Employee who is issued with an initial approval by the Ruler to be granted the UAE nationality and is issued with a UAE passport will, upon the end of his service, be entitled to end-of-service gratuity as follows:
 1. one and a half month's Basic Salary per Year for the first five (5) Years of service;
 2. two (2) months' Basic Salary per Year for the following five (5) Years of service; and
 3. three (3) months' Basic Salary per Year for Years in excess of the above-mentioned periods.
- b. A non-UAE National Employee will, upon the end of his service, be entitled to end-of-service gratuity as follows:
 1. one month's Basic Salary per Year for the first five (5) Years of service;
 2. one and a half month's Basic Salary per Year for the following five (5) Years of service; and
 3. two (2) months' Basic Salary per Year for Years in excess of the above-mentioned periods.
- c. The end-of-service gratuity of an Employee who is issued with an initial approval by the Ruler to be granted the UAE nationality and is issued with a passport during his service with a Department will be calculated as stipulated in paragraph (a) of this Article for the whole period of his service with the Department.
- d. The end-of-service gratuity granted under paragraphs (a), (b), and (c) of this Article will be calculated based on the last Basic Salary received by the Employee during the last continuous period of service. The calculation of the end-of-service gratuity for the period preceding 31 July 2007 will be based on the Basic Salary received by the Employee on that date.
- e. The end-of-service gratuity for an Employee who acquires the UAE nationality during his service with a Department will be calculated as stipulated in paragraph (a) of this Article for the period of service

preceding acquisition of the UAE nationality based on the last Basic Salary received by him prior to acquiring the nationality.

- f. For the purposes of calculating the end-of-service gratuity, any part of a month will be rounded up to a full month.
- g. The end-of-service gratuity of an Employee will be calculated based on his actual period of service with his Department.
- h. An Employee will not be entitled to end-of-service gratuity if his actual period of service with the Department is less than one (1) year.

General Provisions on End of Service

Article (134)

- a. Upon the end of service of an Employee, he will be paid:
 - 1. an amount, calculated based on the last Basic Salary received by the Employee, in lieu of unutilised accrued annual leave balance of up to two (2) Years' entitlement, provided that the Employee successfully passes the probation period and is confirmed in the post;
 - 2. an annual air ticket allowance for the Employee and his eligible family members which is calculated in proportion to the actual period of his service during the Year for which the allowance is payable; and
 - 3. any salary, allowance, bonus, benefit, or compensation to which the Employee is entitled pursuant to this Law and the legislation issued in pursuance hereof.
- b. Upon termination of an Employee's service for any reason whatsoever, he must obtain a clearance letter from his Department prior to receiving his entitlements.
- c. The residence permits of a non-UAE National Employee and of the family members sponsored by him will be cancelled upon termination of his service unless sponsorship is transferred to another entity within the UAE.

- d. Neither a claim filed by a Department against an Employee to recover any financial entitlements owed to it nor a claim filed by an Employee against a Department to recover any entitlements owed to him may be heard after the lapse of two (2) Years from the date on which such entitlements become due. This limitation period will be interrupted where a claim to recover the entitlements is filed with a judicial authority by an interested party.

Chapter Sixteen
Final Provisions

Employees Issued Initial Approvals of Naturalisation

Article (135)

For the purposes of implementing this Law, an Employee who is issued with an initial approval to be granted the UAE nationality and is issued with a UAE passport will be treated as a UAE National.

Delegation of Powers

Article (136)

- a. A Director General may delegate to any of his Department Employees any of the powers vested in him under this Law and the legislation issued in pursuance hereof. For this delegation of powers to be valid:
1. delegation must be in writing;
 2. delegation must be granted to the concerned person in his official rather than personal capacity;
 3. delegation must be time-limited;
 4. the Employee to whom the powers are delegated must be in Grade 14 or above;
 5. delegation must not grant all the powers vested in the delegating person; and
 6. delegation must not adversely affect the work flow or the Department's best interest.
- b. Notwithstanding paragraph (a) of this Article, the Director General may not delegate the powers vested in him under this Law and the legislation issued in pursuance hereof in respect of:

1. appointment to Grade 12 and above;
2. appointment under special contracts;
3. granting outstanding skills allowances;
4. promotion;
5. terminating the service of a UAE National Employee;
6. terminating the service of a non-UAE National Employee in Grade 12 or above; and
7. referral of an Employee to judicial authorities.

Validity of Resolutions

Article (137)

- a. All resolutions and internal bylaws issued by Departments must be consistent with the provisions of this Law and the legislation issued in pursuance hereof. The provisions of these resolutions or internal bylaws will be null and void to the extent that they contradict this Law, and may not create any acquired rights.
- b. Where a Department issues any resolution or internal bylaw that is proven to be inconsistent with the provisions of this Law and the legislation issued in pursuance hereof, the DGHR must require the Department to cease the implementation of that resolution or bylaw and amend it so as to be consistent with this Law and the legislation issued in pursuance hereof.
- c. The DGHR will prepare a report on the acts committed by Departments in breach of this Law and the legislation issued in pursuance hereof, and will submit the same to the Chairman of the Executive Council.

Issuing Human Resources Management Legislation

Article (138)

- a. The Chairman of the Executive Council is hereby authorised to issue legislation regulating management of the Government human resources. This includes amending any of the provisions of this Law.

- b. Without prejudice to the resolutions which the Chairman of the Executive Council is authorised to issue under this Law and the legislation issued in pursuance hereof, the Director General of the DGHR will issue the implementing resolutions and procedural manuals required for implementing the provisions of this Law. These resolutions and manuals will be published in the Official Gazette of the Government of Dubai.

Supersession and Repeals

Article (139)

- a. This Law will supersede Law No. (27) of 2006 Concerning Management of the Government of Dubai Human Resources and its amendments.
- b. Any provision in any other legislation is hereby repealed to the extent that it contradicts the provisions of this Law.
- c. The decrees, resolutions, and bylaws issued in pursuance of Law No. (27) of 2006 Concerning Management of the Government of Dubai Human Resources and its amendments will continue in force to the extent that they do not contradict this Law until new superseding decrees, resolutions, and bylaws are issued.

Publication and Commencement

Article (140)

This Law will be published in the Official Gazette and will come into force on 1 January 2019.

Mohammed bin Rashid Al Maktoum

Ruler of Dubai

Issued in Dubai on 1 July 2018

Corresponding to 17 Shawwal 1439 A.H.