TITLE ONE DEFINITIONS AND GENERAL PROVISIONS

1 – DEFINITIONS

Article 1 –

In the implementation of the provisions hereof, the following terms and phrases shall have the meanings assigned for each of them unless the context requires otherwise:

Employer: Every natural or juridical person employing one or more workers in return for a wage of any kind whatsoever.

Worker: Every male or female working in return for a wage of any kind whatsoever for the employer and under the management and supervision thereof, even if out of sight. The term shall also include the employees working for the employer and subject to the provisions thereof.

Establishment: Every economic, technical, industrial or commercial unit where workers are employed, aiming at producing or marketing goods or providing services of any kind.

Employment Contract: Every agreement with determined or undetermined term concluded between the employer and the worker, whereby the latter commits to working for the employer and under the management and supervision thereof in return for a wage whose payment is committed by the employer.

Work: Any exerted human effort – whether intellectual, technical or physical – in return for a wage, whether it is permanent or temporary.

Temporary Work: Work whose nature of execution or completion requires a determined term.
Agricultural Work: Work in the plowing and cultivation of the land, the harvest of the crops thereof of any kind whatsoever, the breeding of cattle, livestock, silkworms, bees and otherwise.

Continuous Service: Uninterrupted service for the same employer or the legal successor thereof as of the date of the commencement of the service.

Wage:

As amended by Federal Law no. 12 dated 29/10/1986:

Whatever is given to the worker in return for his service by virtue of an employment contract, whether in cash or in rem, on a yearly, monthly, weekly, daily, hourly, piece basis or in accordance with the production or on a commission basis.

The wage shall include the cost of living allowance and every grant conferred upon the worker in recognition of his honesty or efficiency should such sums be set in the employment contracts or the by-laws of the establishment or be customarily granted so as the workers deem such grants as part of the wage and not a donation.

Basic Salary:

Added by Federal Law no. 12 dated 29/10/1986:

The wage stipulated in the employment contract during the term thereof between the parties, exclusive of any allowances whatsoever.

Occupational Injury: The sustainment by the worker of an occupational disease set forth in the schedule enclosed herewith, or any other injury arising from the work thereof and occurring thereto during and by reason of his practice of his job. Shall be deemed an occupational injury every accident occurring to the worker on his way from or to his work, provided that such trajectory is made without any stopping, lingering or diversion from the ordinary route.

Department of Labor: Branches in the Ministry of Labor in charge with the labor Affairs in the Emirates, members of the Federation.
2 – GENERAL PROVISIONS

Article 2 –

Arabic shall be the language used with regards to all records, contracts, files, data and others provided for herein or in any decision of regulation issued in implementation of the provisions thereof. Furthermore, Arabic shall be the language used in the instructions and circulars issued by the employer to his employees. Should the employer use a foreign language in addition to the Arabic language, the Arabic text shall prevail.

Article 3 –


The provisions hereof shall not apply to the following categories:

a – Employees and workers of the Federal Government and the governmental departments in the Emirates, members of the State, the employees and workers in public entities and institutions, whether Federal or local, and employees and workers appointed for governmental, Federal and local projects.

b – Members of armed forces, police and security.

c – Domestic servants in private households and similar occupations.

d – Workers in farms or pastures with the exception of persons working in agricultural institutions processing the products thereof or the persons permanently operating or repairing mechanical machines required for agriculture.

Article 4 –

All sums due by virtue of the provisions hereof to the worker or the beneficiaries thereof have a priority over all the moveable and immoveable property of the employer, and shall be paid directly after the judicial expenditures, sums due to the public treasury and legal alimony awarded to the wife and children.
Article 5 –

Lawsuits filed by workers or the beneficiaries thereof shall be exempt from all the judicial fees in all the phases of litigation and execution as per the provisions hereof. Such lawsuits shall be heard in an expedite manner.

Article 6 –

As amended by Federal Law no. 12 dated 29/10/1986:

Without prejudice to the provisions related to the collective labor disputes provided for herein, should the employer, the worker or any beneficiary thereof litigates in any rights due to any thereof in pursuance of the provisions hereof, he shall submit an application therefore to the competent Department of Labor. Such Department shall summon both parties of the dispute and take the necessary measures for the amiable settlement of the dispute. Should the amiable settlement of the dispute not take place, the said Department shall, within two weeks from the submission of the application thereto, refer the dispute to the competent court. Such reference shall be accompanied by a memorandum comprising a summary of the dispute, the allegations of the parties and the department's observations. The court must, during three days as from the date it receives the demand, fix a meeting to hear the suit where the two parties to the dispute are declared. The court may request the presence of a representative for the Department of Labor to ask him for explanations with regards to the content of the memorandum submitted thereby.

In all cases, the claim for any right due in pursuance of the provisions hereof shall not be heard after the lapse of one year from the due date thereof. Furthermore, no claim shall be accepted unless it follows the procedures set forth in the present Article.

Article 7 –

Every provision contradicting the provisions hereof, even if precedent to the effective date thereof shall be deemed void, unless it is more advantageous to the worker.

Article 8 –
The calculation of the periods and dates referred to herein shall be made according to the Gregorian calendar. In the implementation hereof, a calendar year shall be deemed as 365 days, and the month as 30 days, unless the employment contract stipulates otherwise.