



أزھري  
Azhari  
Legal  
Consultancy

Labour & Employment Law



## Azhari Legal Consultancy

The information included in this brochure is valid from 2016 provided that no changes to the UAE Labour Law (the Law) are made, in which case, amendments will be made.

It is very important for Employers to draft Employment Contracts carefully and to be aware of their rights and obligations before and after termination of the Employment Contracts. This is done to avoid any confusion with regards to the rules that govern the two kinds of Labour Contracts, whether stipulated as limited or unlimited as applicable in the UAE.

### Overview

It is very important for Employers to draft Employment contracts carefully.

Generally, in the UAE, both parties sign a Standard Employment Contract template issued by the UAE Ministry of Labour or a Free Zone Authority. However, tentative employment approval to admit a foreign employee cannot be granted until an **Employment Offer**, which must conform to the Standard Employment Contract, is signed by the employee, whether inside or outside the UAE, and registered with the Ministry of Labour prior to commencement or arrival.

The **Standard Employment Contract** must capture exactly the terms of the Employment Offer and must be signed by the employee prior to registration with the Ministry of Labour.

No alteration to the Standard Contract may be made without the employee's consent and Ministry's approval. Additionally, no new clauses may be added unless they are consistent with the Ministry's legal requirements, do not conflict with other clauses of the Standard Contract and are approved by the Ministry of Labour.

The Standard Employment Contract must be used upon renewing contracts that are in force prior to January 1, 2016.

**NOTE:** The implications of the new decrees regarding the Labour Law are yet to be determined in the future and Azhari Legal Consultancy will keep you updated about any upcoming Ministry's implementations, Immigration Department's decisions and Courts' rulings.



With this overview, Azhari Legal Consultancy would like to provide an easy and simple way for both the Employer and the Employee to know their rights and obligations within the UAE. Knowing the finer details of the applicable Laws, Cabinet Resolutions, and Precedents can be an advantage for Employers, allowing them to deliver high standards when constructing their Employment Agreement(s). Drafting the Addendum(s) cautiously is very important as it insures the validity that each clause is in compliance with the Law and Judicial Precedents.

The information provided here applies to UAE nationals and non-nationals (expatriates) who are currently working or wish to work in the private sector, without prejudice; where some regulations, however, only apply to the UAE Nationals.

# Labour & Employment Law

## EMPLOYMENT AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as "Employer", and \_\_\_\_\_, hereinafter referred to as "Employee".

The parties recite that:

The Employer is engaged in \_\_\_\_\_

The Employee is willing to be employed by the Employer on the terms and conditions hereinafter set forth above, and in consideration of the sum of \_\_\_\_\_ Dollars, the Employer and employee agree to the following:

**ARTICLE I - EMPLOYMENT**

Employment Agreement

UAE MOL Contract

## Employment Contract in the UAE

### 1. Limited & Unlimited Employment Contract

Limited	Unlimited
Not exceeding more than two years	∞

### 2. Probation Period

Not exceeding 6 months (whether the contract is limited or unlimited)	
Sick Leave During the Probation Period	The Right to Terminate the Limited or the Unlimited Contract During the Probation Period
The Employee is not entitled to any paid sick leave.	Each party has the right to terminate the contract without serving the notice period.
The Probation Period shall be computed for the period of the Employee's service.	



### 3. Working Hours

Number of Working Hours (Forty eight (48) hours per week)	
<b>Exceptions</b>	
<p>The provisions of the Law regarding the forty eight (48) hours shall not apply to the following categories:</p> <ol style="list-style-type: none"> <li>Persons holding responsible senior posts in management or supervision (more than 8 hours).</li> <li>Classifications mentioned in the UAE Labour Law and Cabinet Resolutions.</li> <li>During the month of Ramadan, normal working hours shall be reduced by <b>two hours</b>.</li> </ol>	



## 4. Salary & Overtime

### Structure of the Salary

- a. **Basic Salary +**
- b. **Remuneration** is whatever given to the Employee in consideration of his/her services under the employment contract, whether in cash or in kind, payable annually, monthly, weekly, daily, hourly, or by piece-meal or pro rata based on the production or as commission.

**Note:**

In the UAE, it is mandatory by Law to pay an Employee an 'End-Of-Service Gratuity' at the end of his employment. The calculation basis for the end-of-service gratuity' is the basic salary. The basic salary should be in the range of 2/3 of the total salary. Having said this, a salary could be structured as follows:

Basic Salary:	AED 10,000
Transportation Allowance:	AED 3,000
Housing Allowance:	AED 2,000
<b>TOTAL:</b>	<b>AED 15,000</b>



### Deduction from the Salary

No amount of money may be deducted from the Employee's remuneration to recover particular rights, except in the following cases:

- a. Repayment of advances or amounts of money paid to the Employee in excess of his/her entitlement, provided that deduction in this case does not exceed 10% of the Employee's periodic pay.
- b. Installments which are payable by law by the Employees from their remuneration, such as social security and insurance schemes.
- c. A subscription from the Employees in the form of a saving fund or advances due for payment to the fund.
- d. Fines imposed upon the Employee due to offenses committed by him and for any debts payable in execution of a court order provided that not more than a quarter of the Employee's remuneration shall be deducted.



### Overtime (25% or 50% of the Employee's Salary)

- a. 25 % of the Employee's wage (in general) i.e. hourly rate at the current salary + 25% overtime
- b. 50 % if the Employee works overtime between 9.00 p.m. and 4.00 a.m. & if exigencies of work necessitate that the Employee work on holidays, i.e. hourly rate at the current salary + 50% overtime

## 5. Leave

### (1) Annual Leave (Paid Leave)

	The Employee with less than 6 months of service	The Employee with more than 6 months and less than one (1) year of service	The Employee with more than one (1) year of service
<b>Two 2 days a month</b>	No	Yes	No
<b>Thirty 30 days a year</b>	No	No	Yes

#### Notes:

- The employer may, at his/her discretion, determine the date for commencement of annual leave and, when necessary, he/she may decide to divide the leave into two periods.
- The annual leave period is deemed to include holidays such as prescribed by the Law or as agreed upon and any other periods of sickness that occur during this leave is considered as a part thereof.
- An Employer shall pay an Employee, before the commencement of the latter's annual leave, the entire Remuneration due to him plus the leave pay prescribed to him/her in accordance with the provisions of the Law.



### (2) Calculation of Paid Leave

- Where an Employee is dismissed, or leaves his/her job after the period of notice prescribed by law, he/she shall be entitled to Remuneration in respect of any days of annual leave not taken. Such Remuneration shall be calculated on the basis of the Remuneration that he/she earns on the date of which the leave became due.
- The Employee shall receive his/her basic pay in addition to housing allowance, if any, for the annual leave days/period.

**Note:** The Employer can require the Employee to work during his annual leave but ONLY for a one (1) time period during two (2) subsequent years of service.

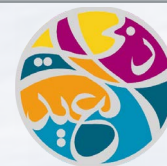
### (3) Unpaid Leave

Thirty (30) days, to perform Hajj only once during his/her service.

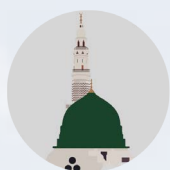


#### (4) The official Holidays

Hijra New Year (1) day	Christian New Year (1) day	Eid Al Fitr (2) days	Eid Al Adha (3) days
---------------------------	-------------------------------	-------------------------	-------------------------



Birthday of the Prophet (1) day	Ascension Day (1) day	National Day (1) day	Martyr's Day (1) day
------------------------------------	--------------------------	-------------------------	-------------------------



#### (5) Sick Leave

Sick leave during the probationary period	Sick leave after the probationary period
The Employee is not entitled to any paid sick leave.	The Employee is entitled to paid sick leave.

#### Calculation of Sick Leave

An Employee who has been working for more than 3 months, following the probationary period, in the continuous service of work/employment, becomes entitled to sick leave for 90 days, computed as follows:

The first 15 days with full pay. 100%	The next 30 days with half pay. 50%	The subsequent period without pay. 0%
--	--	--

#### (6) Paid and Unpaid Leave for a Working Woman (This leave shall not be calculated as part of other leave)

Full Pay (Maternity leave)	Half Pay (Maternity leave)	Without Pay (due to complications in the result of pregnancy or delivery related issues)
For a period of (45) forty five days, provided that her continuous period of service with the employer should not be less than one (1) year.	If a working woman has not completed one (1) year of service.	On the expiry of the maternity leave, the female employee may discontinue work without pay for a maximum period of one hundred consecutive or intermittent days, if such absence is due to pregnancy-related complications.

#### (7) Rights and Obligations of the Parties

- During the **Annual leave** or **Sick leave**, the employee is prohibited to work for another Employer.
- The Employee who fails to resume work immediately after the expiry of his leave, shall automatically forfeit his remuneration for the period of his absence with effect from the day following that on which the leave/vacation expires.
- Without prejudice to cases in which an Employer is entitled to dismiss an Employee, the Employer shall not dismiss an Employee or serve notice of dismissal to him/her while the Employee is on leave.

## 6. Termination of A Labour Contact




### Termination of a Limited and/or an Unlimited Contact

- **Both limited or unlimited Contracts** can be terminated by mutual consent by both parties, provided that the Employee's consent is made in writing.
- **Both Contracts** can be terminated **by the Employee** without notice period for those reasons provided in Article (121) of the UAE Labour Law.
- **Both** can be terminated **by the Employer** without notice for those reasons provided in Article (120) of the UAE Labour Law.
- **An Employer** may terminate the services of an Employee after the period of sick leave if the Employee is unable to resume his/her work after such period; in this case, the Employee shall be entitled to an 'End of Service Gratuity', in accordance with the provisions of the UAE Labour Law.
- **An Employee** can resign from work for reasons of illness before the first 45 days of his/her sick leave has expired if the Government Medical Officer or the Medical Practitioner assigned by the Employer confirms the reasons for his/her resignation.

### Additional Cases

Termination of A Limited Contact	Termination of An Unlimited Contact
<p><b>a.</b> On expiry of the period specified in the contract unless the contract is explicitly or implicitly extended in accordance with the provisions of this Law.</p> <p><b>b.</b> If the Employer has established that during the <u>Annual Leave</u> or <u>Sick Leave</u>, the Employee has worked for another Employer, he/she shall have the right to terminate the service of the Employee without notice and therefore is entitled to deprive him/her of the paid leave due to him/her.</p> <p><b>c.</b> Either party (Employer/Employee) that decides unilaterally to terminate the contract must comply with the following steps:</p> <ol style="list-style-type: none"> <li>1. Notify the other party in writing of its intent to terminate the contract in accordance with a mutually agreed notice period (not less than one (1) month and not more than three (3) months);</li> <li>2. Continue to honor the contractual obligations for the duration of the notice period; and</li> <li>3. Indemnify the other party to the level that was agreed but not exceeding the equivalent of three (3) months of gross wage.</li> </ol>	<p><b>a.</b> By written notice duly given to the Employer not less than one (1) month and not more than three (3) months prior to the termination date.</p> <p><b>b.</b> If the Employer has established that during the <u>Annual Leave</u> or <u>Sick Leave</u> the Employee has worked for another Employer, he/she shall have the right to terminate the service of the Employee without notice and therefore is entitled to deprive him/her of the paid leave due to him/her.</p> <p><b>Notes</b></p> <ol style="list-style-type: none"> <li>1. It is not permitted to agree to waive or reduce the period of notice; however such a notice period may be extended to not more than three (3) months.</li> <li>2. The contract shall continue to be valid throughout the period of notice referred to and shall expire on the expiry date of notice.</li> <li>3. The Employee shall be entitled to full pay during the notice period, on the basis of the last pay he/she has received.</li> <li>4. The Employee must perform his/her duties during such a period as instructed by the Employer.</li> </ol>





Both limited or unlimited Contracts can be terminated by mutual consent by both parties.

## The Consequences for the Termination in Violation of the Law and the Employment Contract

Limited	Unlimited
<p><b>a. If the Employer</b> has terminated a limited contract for reasons other than those provided for under Article (120) of the UAE Labour Law, the Employer becomes liable for payment of compensation to the Employee against damages sustained by him/her, provided that the sum of compensation in all events does not exceed the total pay due to him for a period of three months or for the remaining period of the contract, whichever is shorter unless the terms of the contract state otherwise.</p> <p><b>b. If the Employee</b> has terminated a limited contract for reasons other than those provided for under Article (121) of the UAE Labour Law, the Employee becomes liable for compensating the Employer against losses incurred by him/her provided that the amount of compensation does not exceed half a month's pay for a period of three months or for the remaining period of the contract whichever is shorter unless the terms of the contract states otherwise.</p>	<p><b>a. If the Employer or the Employee has failed to serve the notice</b> period or has reduced it, the party who is obliged to serve such notice shall pay the other party an indemnity called 'compensation in lieu of notice' and the indemnity shall be equal to the Employee's full pay for the notice period or in proportion to the diminished part and shall be calculated on the basis of the last pay earned by the Employee.</p> <div data-bbox="973 757 1343 1131" data-label="Image"> </div>

### De Facto Termination

An Employment is considered to be terminated de facto if any of the following instances occurs:

- a.** It is duly established that the Employer has failed to meet contractual/legal obligations to the Employee (such as, but not limited to, the non-payment of wages for a period of more than two (2) months);
- b.** The Employee has failed to secure employment with the Employer as a result of closure of Employer's company for a period exceeding two (2) months, subject to filing a court complaint against the Employer and Ministry's inspection; or
- c.** A Labour Court ruling in favor of the Employee enforcing the Employer to compensate a minimum of two (2) month wage or to compensate the Employee for early termination in case of a limited contract or to compensate for unlawful termination such as depriving of end-of-service benefit.

In both Contracts, where an Employee resigns from work for reasons of illness before the first forty five (45) days of his sick leave have expired and the Government Medical Officer or the Medical Practitioner assigned by the Employer confirms the cause of his/her resignation, the Employer shall pay the Employee the remuneration due in respect of the remainder of these forty five (45) days.

### Exceptions

- a.** It shall not be lawful for an Employer to terminate the service of an Employee on the grounds of illness before he/she takes the period of leave to which he is lawfully entitled.
- b.** Without prejudice to cases in which an Employer is entitled to dismiss an Employee without notice or without the indemnity provided for in the UAE Labour Law, an Employer shall not dismiss an Employee or serve notice of dismissal to him/her while the Employee is on leave.

## 7. Arbitrary Dismissal and the Amount of Compensation

### Cases in which the termination is deemed arbitrary

- a. If the cause for such termination by the Employer is not related to work/employment.
- b. It is well established in the precedents of the UAE Court that any breach by an Employer of his/her obligations agreed upon in the contract or those precedents substantiated in the law are in such a way that the Employee is obliged to leave his employment, will be regarded as a form of arbitrary dismissal entitling the Employee to compensation.



### The Liability of the Employer in Case of An Arbitrary Dismissal

Unlimited Contract	Limited Contract
<p>The relevant court has the jurisdiction to issue judgment against the Employer for payment of compensation to the Employee. The court shall determine the amount of this compensation taking into consideration the nature of work sustained by the Employee, the period of service and the actual reason for dismissal. In all cases, the amount of compensation should not exceed the Employee's pay for the period of three months calculated on the basis of the last pay due to him/her.</p>	<p>If the Employer has terminated an employment contract with a limited period for reasons other than those provided for under Article (120) of the UAE Labour Law, the Employer becomes liable for payment of compensation to the Employee against damages sustained by him/her provided that the sum of compensation in all events does not exceed the total pay due to him/her for a period of three (3) months or for the remaining period of the contract, whichever is shorter unless the terms of the contract state otherwise.</p>

## 8. End of Service Remuneration

For the first five (5) years of service	Each additional year after the Fifth year of service	
Twenty one (21) day's pay for each year of the first five years of service provided.	Thirty (30) day's pay for each additional year provided that the entire total remuneration does not exceed two year's pay.	

### The Maximum remuneration for the End of Service Gratuity

The total remuneration may not exceed two (2) year's pay.

### Criteria for Calculating the End of Service Gratuity

- An Employee is eligible to obtain the End of Service Gratuity after completing a minimum term of one (1) year in employment. The Employee is entitled to an End of Service Remuneration consisting of 21 days for each year of service and the subsequent months/days thereafter will be calculated on a pro rata basis.
- Days of absence from work without pay are not included in computing the End of Service Gratuity.
- The basic wage, stipulated in the contract, is used as a basis for calculating the End of Service Gratuity. This End of Service Gratuity does not include anything given to the Employee in the form of housing, transportation, travel, overtime, representation and cashiers allowances
- The Employer may deduct any amount from the End of Service Gratuity outstanding to him/her.



### Exceptions ( Termination of a Limited and/or an Unlimited Contract by the Employee)

If an Employee under a contract with an **unlimited period** has taken the option to resign by serving the notice period he/she shall be entitled to:



- a. One third (1/3) of the End of Service Gratuity only if the period of his continued service is not less than (1) year and is not more than (3) years.
- b. 2/3 of the said Gratuity if his/her continued service is more than (3) years and less than (5) years.
- c. The entire Gratuity if his continued service exceeds (5) years.

The Employee shall **not be entitled to receive his/her End of Service Gratuity** in any of the following cases:


- a. If an Employee under a contract with an **unlimited period** has resigned from work without serving the notice period.
- b. An Employee under a **limited contract** will not be entitled to an End of Service Gratuity if he/she resigns before the contracted period ends, unless his continuous service exceeds that of five (5) years.
- c. If an Employee is dismissed from service for any reason in accordance with Article (120) of the UAE Labour Law or if he/she leaves his work to avoid dismissal in accordance with the provisions of this Article, he/she forgoes the End of Service Gratuity.



## 9. Rights of an Employee and an Employer after termination of the Labour Contract

Rights of an Employee at the end of his/her service	Rights of an Employer after termination of the Labour Contract
<div style="text-align: center;">  <p><i>Know Your Rights</i></p> </div> <p>An Employer shall:</p> <ul style="list-style-type: none"> <li>a. Provide severance pay and any other entitlements in accordance with the labour contract, and the provisions of the UAE Labour Law.</li> <li>b. Defray the cost of returning him/her to the place from which he/she was recruited or to any other place agreed upon between the two parties.</li> <li>c. Provide an Employee, at the latter's request and on the termination of his/her contract, with a certificate of termination of service, which shall be free of charge. This should specify the dates of entering and exiting the Employer's service, the total period of service, the nature of the work performed the last remuneration package and any bonuses he has received.</li> <li>d. Return any certificates, documents, tools and equipment belonging to the Employee.</li> </ul>	<div style="text-align: center;">  <p><i>Know Your Rights</i></p> </div> <ul style="list-style-type: none"> <li>a. In the case where the Employer provides accommodation to the Employee, the Employee shall be obliged to vacate the premises within thirty (30) days from the date of termination of his/her service.</li> <li>b. If the Employee disagrees with the amount of the severance pay or any other entitlements, the amount of the 30-day grace period for vacating the premises shall commence on the date the Employer informs the Labour Department of such expenses and entitlements. If the Employee does not vacate the premises within the thirty (30) days mentioned, the Labour Department, with the assistance of the authorities concerned in the Emirate, shall take the necessary administrative measures for the vacating thereof.</li> </ul>


## 10. New Work Permit

	Limited Contract During the first 6 months of service	Limited Contract After 6 months of service			
	In case both parties (Employer and Employee) mutually consent to terminate the contract prior to contract term expires	In case the contract term expires and contract not renewed	In case both parties (Employer and Employee) mutually consent to terminate the contract prior to contract term expires	In case the Employer terminates the Employee (without reason of non-compliance) prior to contract term expires	In case either party (Employee/Employer) unilaterally terminates the contract prior to contract term expires
<b>New Work Permit</b>	<b>No</b> (unless the Employee qualifies for skill levels 1, 2 and 3, as per the Ministry's classification)	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	Yes, subject to following conditions: <ol style="list-style-type: none"> <li>1. Giving a proper written notice;</li> <li>2. Serving the notice period; and</li> <li>3. Indemnifying the other party as agreed but not exceeding 3 months of gross wage.</li> </ol>
	Un-Limited Contract During the first 6 months of service	Un-Limited Contract After 6 months of service			
	In case both parties (Employer and Employee) mutually consent to terminate the contract	<b>N/A</b>	In case both parties (Employer and Employee) mutually consent to terminate the contract	In case the Employer terminates the Employee (without reason of non-compliance)	In case either party (Employee/Employer) unilaterally terminates the contract
<b>New Work Permit</b>	<b>No</b> (unless the Employee qualifies for skill levels 1, 2 and 3, as per the Ministry's classification)	<b>N/A</b>	<b>Yes</b>	<b>Yes</b>	Yes, subject to following conditions: <ol style="list-style-type: none"> <li>1. Giving a proper written notice; and</li> <li>2. Serving the notice period.</li> </ol>
In case of a De Facto Termination (see Article 6 above) a new Work Permit is granted.					

## 11. Formalities

Disputes related to any rights due according to the UAE Labour Law	Lapse of Time
<p>The Employee or the Employer must apply for a request with the relevant Labour Department for settlement of any disputes; if, however, an amicable settlement cannot be reached, the authoritative department must refer the dispute to the relevant Court.</p>	<p>In all cases: no claim of any rights due according to the provisions of this Law, will be heard after a 1-year time lapse from the date of its maturity.</p>

## 12. Non-Competition Clause (Post-Termination Restrictions)

Validity of a Non-Competition clause (theoretically, i.e. in accordance with the UAE Labour Law)	
<p>A valid non-competition clause must be limited <b>to a specific time period</b> and is <b>restricted geographically as well as to a specific sector and/or business area</b>, as long as <b>the Employee is at least 21 years of age</b>.</p>	
A violation of a Non-Competition Clause and the Validity of the clause (Practically, i.e. in accordance with all applicable laws and judgments of the High Court in the UAE )	
<p>The burden of proof of the violation stipulated in the Non-Competition Clause and claiming any damages incurred lies with the former Employer.</p>	
<p>There is a possibility that in the contract, in addition to the Post-Termination Restriction, a contractual penalty will also be agreed upon for the case in which the Post-Termination Restrictions have been violated by the Employee. If a contractual penalty of this kind has been agreed upon between the two (2) parties, it is not necessary to prove or account for the damages caused by such a breach. The Employer in this case only has to prove the violation of the restriction clause and is entitled to the agreed contractual penalty from the former Employee. The Employee will then have to demonstrate that these agreed damages have not arisen, or are disproportionate. As the Civil Code, with regard to contractual penalties, contains provisions whereby a Judge may 'open' a contractual penalty clause, caution is advised in the formulation of such a contractual penalty.</p>	
<p>The claim for damages against a former Employee must be brought forward to the relevant Labour Court. In this case, it is important that before the commencement of the lawsuit - as in all matters of employment law - the parties have to take the case to the 'Labour Department'. It should be emphasized that the "Dubai Court of Cassation" has decided that failed 'conciliatory proceedings' due to unpaid wages, do not entitle the Employer to claim for damages due to the violation of a Post-Termination Restriction by a former Employee. Separate 'conciliatory proceedings' are to be carried out for this purpose.</p>	

## 13. General Obligations of an Employer

### Changing legal status for the establishment

Both the former Employer and the new Employer shall be jointly liable for a period of six months concerning the discharge of any obligations resulting from contracts of employment during the period preceding the change. After expiry of this period, the new Employer alone shall be or liability for this.

### Obligations of an Employer who employs fifteen (15) or more Employees

He/she shall keep the following records and documents in each business location:

- Register of wages
- Register of work injuries
- Work regulations
- A list of penalties delivered to the Employee(s) in a visible place within the premises of the business/organisation.

### Employment of Women and Juveniles

Without prejudice to the provisions of the UAE Labour Law related to the Employment of Women and Juveniles, the general principle is that

- It is prohibited to employ a juvenile of either gender before he/she completes fifteen years of age.
- It is not permissible to require women to work at night. The term "night" means a period of not less than eleven consecutive hours including the period from 10p.m to 7a.m.

## 14. Penalties

**Without prejudice to any severer penalty that may be provided for under another law:**

**The following shall be subject to a sentence of imprisonment and a penalty of no less than AED 10,000 or either penalty:**

- Those who breach a provision of any ordinance of the provisions of the UAE Labour Law or the regulations.
- Those who interfere with or prevent any official authority from executing the provisions of the law or the regulations/resolutions, being brought forward, or from carrying out their duties.
- Any employee entrusted with implementation of the provisions of this Law, who divulges, even after termination of his/her services, any work secret, industrial invention, or other work method that came to his/her knowledge while in such position.





**The following shall be subject to a penalty in the amount of AED 50,000:**

- a. Those who employ a foreigner subject to the Provisions of the Labour Law without a work permit; and
- b. Those who close a firm or cease an activity without settling all matters pertaining to the conditions of those in his/her sponsorship;
- c. Any firm owner who has employed an expatriate under the sponsorship of another Employer.

A sentence of imprisonment and a penalty in the amount of AED 50,000 shall be imposed in the case where he/she recommits any of the offenses mentioned in a, b, and c.



**The following shall be subject to a sentence of imprisonment for a period no less than two (2) months and a penalty in the amount of AED 100,000**

Those who employs or shelters an unlawfully-residing foreigner/refugee

**Exception:**

An Employer shall be discharged of the imposed penalty in case he/she has proven his/her lack of knowledge of the occurrence.

**Maximum amount for Penalties**

The said penalties shall be multiplied by the number of employees against whom the offence was committed to a maximum of AED 5,000,000 (five million Dirhams).

**Criminal Proceedings should be filed against**

- a. The General Manager who is responsible for the management of the establishment and against the Employer if circumstances prove that he/she was not aware of the facts constituting the violation.
- b. The guardians or trustees of juveniles, husbands and the guardians or trustees of minor women if they have agreed to the employment of women and/or juveniles contrary to the provisions of the UAE Labour Law.

**Disclaimer**

The materials and information available in this brochure are for informational purposes only and not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to any particular issue or problem. Use of this brochure or any of the materials and information contained within the brochure do not create an attorney-client relationship between Azhari Legal Consultancy and the user.



 Azhari  
Legal  
Consultancy

Executive Tower D (Aspect Tower)  
Office 901, Business Bay  
P.O. Box 213811, Dubai  
United Arab Emirates

+971 (0)4 447 3557 | [info@azhari-law.com](mailto:info@azhari-law.com) | [www.azhari-law.com](http://www.azhari-law.com) |