



UAE Domestic Labour Contract

Contract No. (Serial number as recorded by the Ministry of Human Resources and Emiratization)

On the (Date), in the United Arab Emirates, it was agreed by:

1- Name of the Employer:

Address /Emirate/ Street:

Telephone No. :

Mobile No. :

PO Box:

Email address:

Passport No. :

Nationality:

ID No. :

Henceforth referred to in this contract and its annex as The First Party (or Employer)

And

2- Name of the Worker: Gender:

Nationality:

Passport No. :

Henceforth referred to in this contract and its annex as The Second Party (or Worker)

The two persons referred to in items (1) and (2) are henceforth jointly referred to in this contract and its annex as The Two Parties.



Preamble

The First Party having expressed his/her intention to contract the Second Party to work in the position designated below, the Two Parties having previously signed Employment Offer No. of the Year,

Each Party having attested to the eligibility of the other Party to enter into a contract, having agreed to consider this preamble, the previously signed employment offer and its annex as integral parts of this contract,

The Two Parties have agreed to:

Article One

The Second Party engages to work for the Second Party as a (position or occupation), at (place of work)..... in the United Arab Emirates

Article Two

The duration of this contract is (not to exceed the period of two years), beginning on the date of entry in the UAE, if the Second Party was recruited outside the UAE for the purpose of employment under this specific contract; or the date of change of status, if the Second Party had been the UAE for a purpose other than being employed under this contract; and ending on (expiration date)

Article Three

The second Party shall be placed under probation for a period of six months

Article Four

The Two Parties agree that the Second Party shall be entitled to a gross monthly wage of that includes:

1- A basic wage of (to be entered in letters and in figure)

2- Allowances

- a. Accommodation
- b. Air travel for Second Party

Other benefits or allowances if applicable

Payment of wages by the First Party and their reception by the Second Party shall be effected via direct bank transfer in accordance with rules set by the Ministry.



Article Five

The employment relation that is governed by this contract is a consensual contractual relation. Neither of the Two Parties can be required to continue in this employment relation against his/her free will, with the provision that the party that unilaterally opts to terminate this relation shall be required to shoulder the legal consequences of such termination as set in the annex to this contract and or any other regulations that are in force.

The employment relationship is considered to have ended if any one of the instances described in Article Two of the annex occurs.

Article Six

The Second Party attests that he/she has reviewed in detail all seven articles of the annex to this contract and is aware of their content and provisions and further attests that this contract and its annex are identical to the employment offer and its annex that he/she previously signed and fingerprinted in his/her country of origin (or in the UAE if recruited in-country).

Article Seven

The Two Parties agree that all the articles of this contract are an integral part of the contract and commit to comply with all of their provisions.

Article Eight

Four identical copies of this contract, bearing the Two Parties' respective signatures and the fingerprint of the Worker, are issued, with one copy to be retained by each of the Two Parties and the third to be filed with the Ministry, and the fourth to be filed with the recruitment agency (Tadbeer Center).

Signature of the First Party Signature of the Second Party

Finger Print

Signature of the First Party
Finger print

Signature of the second party

In witness whereof,



TADBEER Center

Philippines Recruitment Agency

Annex to the Domestic Employment Contract No. (...)

Preamble

For the purpose of this annex and of the above-referenced contract, the following terms, wherever they appear, are intended to mean the following:

The State: the United Arab Emirates

The Ministry: Ministry of Human Resources and Emiratisation

The Law: Federal Law No. (...) of Year 2017 on Domestic Workers and any amendments that are entered subsequent to its entry into effect

Current applicable laws and regulations: in addition to the Law: the bylaws, all implementing decrees and circulars that are enforced by the Ministry as a legal framework for the regulation of the Domestic labor market in the State.

Country of recruitment: the country from which the worker was deployed to the UAE

Employment Offer (this offer): the offer that was presented to the worker in the country of recruitment or in the UAE was duly signed and fingerprinted by the worker and on the basis of which the corresponding contract is signed. The Annex to the Employment Offer is an integral part of it.

The Contract (this employment contract): The employment contract that is entered into on the basis of the employment offer that had been presented to and signed by the worker.

The First Party: the Employer

The Second Party: the Worker

The Two Parties: The Employer and the Worker

Gross wage: All compensation due to the Second Party against work performed as per the terms of the contract, whether in cash or in kind including allowances, cost of living benefit or all other allowances and benefits.

Wage: the basic wage as agreed to in the employment contract non-inclusive of any other benefits or allowances



Worker's injury: Any occupational disease described in regulations applicable to workers covered by the provisions of the Labor Relations Law promulgated by Federal Law No. 8 of 1980 and its amendments, or any work-related injury that is sustained by the worker during the performance of his/her duties and as a consequence of his work. Any injury that is sustained during the commute by the worker to and from his/her place of work is considered work-related injury, provided the commute, in either direction is uninterrupted, in compliance with prescribed times and does not deviate from the prescribed route.

The First Party having expressed his/her intention to employ the Second Party to perform the work described in Article Two of the employment contract,

The Two Parties having duly signed the said contract, to which this annex is attached, and having reviewed in detail all the articles and provisions of both the contract and this annex have agreed to the following:

Article One

If the Second Party successfully completes the period of probation, as set in Article Three of the employment contract, and remains on the job, the probation period shall be included in the total period of service

Article Two

The employment relation that is governed by this contract is a consensual contractual relation. Neither of the Two Parties may be required to continue in this employment relation against his/her free will, with the provision that the party that unilaterally opts to terminate this relation due to no fault of the other party shall be required to shoulder the legal consequences of such termination as set in this annex to this contract and mandated by applicable regulations. The employment relation is considered to have ended if any one of the following instances occurs:

- a) The contract expires and is not renewed in accordance with the provisions of the Law, its bylaws and applicable ministerial decrees;
- b) The passing of the worker, or if the worker is prevented from working by a disability in which case the total or partial disability must be documented in a report by a competent medical authority
- c) The passing of the employer in which case the contract may remain in force until its expiration date under the approval of the ministry.
- d) The worker is convicted of a crime or handed a court sentence that limits his/her freedom
- e) The Two Parties consent to terminating the contract



- f) The worker reaches sixty years of age, unless authorization was given by the minister to work after this age,
- g) The worker exhausts the sick leave limit or is proven physically unfit for the designated work
- h) Failure by the worker to report to work, without just cause, for 10 consecutive days or 15 non-consecutive days in a given contract year
- i) One Party is proven to have failed to comply with his/her obligations under the Law or as per the terms of the contract
- j) One party acts to unilaterally end the contract

Article Three

Obligations of the First party (Employer)

In the course of implementing this contract, the First Party commits to the following:

1. Provide all necessary tools to empower the second Party to perform the duties of the agreed-to work, beginning on the day the worker enters the UAE on or on the date of the worker's change of status(date), complete all official procedures that are mandated by the law to allow the worker to proceed with the performance of his/her work and enable the worker to duly sign the contract prior to commencing work and within no more than two weeks from the enabling dates as set in this clause
2. Retrieve the contract from the Ministry, sign it along with the worker's signature, submit the signed document for approval and recording by the Ministry and surrender a copy of the approved contract and the issued work permit to the worker
3. Pay the Second Party his/her earned wages and settle any other privileges and/or entitlements as per the terms of the contract and within the dates, via direct bank transfer to the second party's bank account and in accordance with the rules and regulations as mandated by the Ministry. No part of the wage may be withheld except in the following instances:
 - a. To recover debt in implementation of a court order, not to exceed one quarter of the gross wage in any given pay period
 - b. If the worker, due to gross negligence or failure to comply with the First Party's instructions, causes the loss of or damage to tools, equipment or products that belong to the employer while these are in the possession or under the supervision of the worker. In such a case the employer may, with the worker's and the concerned department in the Ministry's consent, withhold up



to one fourth of the earned wage in any given pay period towards compensation for the loss or damage. If the worker does not consent, the case is referred to the Ministry to seek an amicable settlement, absent which the dispute is then referred to the courts

c. Withholding from the end of service compensation of any amounts that are proven to be owed to the employer in case the aggregate withholdings from periodical wages are not sufficient.

4. To supply the Second Party with the schedule of daily and weekly rest periods at the start of employment
5. To Exercise due care and diligence in filing complaints against or reports about the worker, including reporting sudden and unauthorized absence. If the Ministry concludes that careless reporting took place, it may take appropriate measures as mandated by applicable laws and regulations
6. Afford the worker rest periods as follows:
 - a. Twelve hours of daily rest, of which eight must be consecutive
 - b. One full day (24 continuous hours) of weekly rest. Should the worker be required to work on his/her day of rest, he/she is entitled to another day of rest in lieu of the scheduled day of rest. The Second Party may not require the worker to work on his/her day of rest for more than two consecutive weeks
7. Provide decent accommodation that ensure privacy to the Second Party when applicable, and to allow her to cook her/his food.
8. Provide the Second Party with three standard meals and work attire
9. Bear the cost of medical treatment on behalf of the worker in accordance with the health laws of the UAE
10. Desist from requiring a worker in his/her employment to work in places other than the place of work as agreed to in the contract except in accordance with applicable Ministry rules and regulations.
11. Allow the worker to use her cellular phone and other communication devices outside working hours, and desist from confiscating them.
12. Settle all compensations related to work-related injuries and occupational diseases in accordance with the compensation schedules that are annexed to Federal Law (8) of 1980 on the regulation of labour relations and its amendments, unless an insurance provider settles such compensations
13. Desist from requiring the worker to perform duties outside his/her occupation unless the worker consents to performing such duties and only if the other occupation is on the list of domestic labour occupations



14. Ensure that the worker retains possession of his/her personal identification documents and refrain from holding it against his/her will.
15. Settle to the next of kin of a deceased worker the gross wage of the month during which the worker is deceased and any other outstanding dues to the deceased worker
16. Desist from receiving from the worker, directly or through an intermediary, any sums of money unless such payments are authorized by applicable laws and regulations enforced by the Ministry
17. To notify the ministry, within the deadlines that are set in Ministry rules and regulations if the worker stands in violation of such rules and regulations and to comply with the instructions of the Ministry should such a situation arise.
18. Settle all dues to the worker within no more than 10 days of the date of contract termination
19. Provide and ensure all health and safety tools and conditions that are mandated by the Ministry in order to protect the worker from work-related injuries and occupational illnesses, as well as from the risk of fire and other accidents that may be associated with the use of tools and equipment; and ensure an appropriate and healthy work environment in general
20. The First Party bears the fees and costs of recruitment and deployment in accordance with applicable rules, including fees charged by Tadbeer centres and fees associated with the issuance of personal ID's for worker
21. Undertake to implement all measures, as prescribed by the Ministry, in case the worker contracts an occupational illness or sustains a work-related injury and in accordance with the provisions of the Law.
22. Treat the worker decently and in a manner that preserves the worker's personal dignity and physical safety. The First Party and any persons associated with the First Party are prohibited from assaulting the worker in any form or fashion and from sexually harassing the worker or subjecting her or him to forced or involuntary labour
23. Comply with any and all other obligations to the First Party under applicable laws and regulations that are enforced by the Ministry
24. Notify the Ministry of any change in his/her place of residency and means of contacting him/her within one week from the date of the change, short of which the use of current details in the Ministry's records shall be deemed sufficient for legal purposes
25. To grant the worker roundtrip air travel to and back from the country of origin once every two years or pay the worker the cash equivalent of a paid leave for two years plus the value of the air ticket if the worker opts to forgo his/her paid leave



26. Bear the cost of repatriating the worker to his/her country of origin at the end of the contract. It is noted that in all cases of termination of the contract the employer is not obligated to bear the cost of repatriation if the worker engages in the employment of another employer. In case the worker is deceased, the First Party is obligated to pay the cost of repatriating the worker's remains to the country of origin
27. If the First Party terminates the contract subsequent to the probation period for a reason not related to the worker's capacity or conduct, the First Party is obligated to grant the worker a one-way air ticket to his/her home country in addition to paying the worker a severance pay equivalent to the gross monthly wage, all other outstanding dues and any indemnities ordered by the courts.
28. Any other obligations stated in applicable laws and regulations enforced by the ministry.

Article Four

Obligations of the Second Party

In the course of implementing this contract, the Second Party commits to the following:

1. Perform work duties in accordance with the instructions and under the supervision of the Employer and as specified in the contract; exercise due care in the performance of said duties and desist from not reporting to work without a valid reason
2. Respect societal habits and traditions and comply with public norms
3. Comply with the instructions of the Employer as long as such instructions do not violate the terms of the contract or the law or public order or may expose the Second Party to danger or legal accountability
4. Preserve the possessions of the Employer including work tools and all items entrusted to the Worker by the Employer and exercise utmost care in handling and protecting such possessions; keep work tools in in their place of storage and desist from using them outside the work place unless
5. authorized by the Employer; desist from retaining possession of work-related documents except within the limits authorized by the Employer or as necessary in order to discharge work duties
6. Respect the privacy of the household and desist from divulging private information he/she accesses in the course of performing work duties, including subsequent to the termination of the employment relation



7. Offer assistance in cases of catastrophic events and acute danger that threaten the workplace and the safety of those who are present
8. Under no circumstance, accept employment that is not authorized by the Ministry by virtue of a Ministry-issued work permit and in accordance with the terms and conditions of this work permit
9. Notify the Ministry of any change of address as recorded in the work permit within a period of no more than seven (7) days from the date of the change
10. Notify the Ministry within forty-eight (48) hours of leaving the place of work without the knowledge of the Employer
11. Not to assume the identity of another person or a nationality other than his/her own, or present faked certificates or other documents
12. Not to act in gross negligence that may cause the Employer to incur severe material loss, in which case the Ministry will assess such loss provided it is notified by the First Party within forty-eight (48) hours from the time the First Party becomes aware of the loss causing incident

To comply with instructions pertaining to the safety of work and place of work provided these are written instructions or communicated verbally if the Worker is illiterate

13. Not to commit any act that may result in an upheld conviction of violation of trust or public decency laws
14. Desist from being under the influence of alcohol or illicit drugs during working hours or while present in the household
15. Not to assault the Employer or any of the Employer's associates at the place of work
16. Desist from working for any other Employer even when on leave except in situations and under conditions specified in applicable Ministry regulations
17. Notify the First Party of any non-work related illness within two (2) days, at which time the Employer must make arrangements for the Worker to be properly diagnosed and receive appropriate treatment in accordance with applicable regulations
18. Desist from filing wrongful reports against the First Party and exercise due care in reporting non-compliant work or accommodation related conditions
19. Use safety gear and work attire that are provided by the Employer and comply with all Employer's instructions that aim to protect the Worker from dangers and desist from obstructing the implementation of such instructions
20. In case the Worker is provided with private accommodation by the Employer:
 - a. Properly maintain the accommodation quarter and its fixtures and restrict its usage to the intended purposes and in accordance with applicable rules



b. Vacate the premises within thirty (30) days of the date of the end of service. No delay beyond this period is allowed provided the Employer has settled the cost of travel, the end of service compensation and any other outstanding dues as per the terms of the contract, the relevant firm's rules and in compliance with the provisions of the Law

21. To undergo medical tests and exams that are requested by the Employer prior or subsequent to the start of work and as required by the terms of employment
22. If the Worker opts to terminate the employment relation after the probation period and due to no fault by the Employer, the Worker bears the cost of returning to his/her home country and must indemnify the employer the equivalent of one month's gross wage, any outstanding sums due to the Employer and any court-ordered compensation
23. Provide the Employer with his/her full address and any other information that is required to communicate to the Worker work-related information and update such details if and when they change; the First Party, in turn, is required to communicate to the Ministry the address of and other data related to the Worker and any changes if and when they occur
24. To report to the Ministry in the following cases:
 - i. Immediately upon becoming unemployed for a period of two (2) months
 - ii. Referral by the Ministry of a complaint by the Worker to the court, within a period of six (6) months from the date of the referral, in order to be informed of the progress of the court case; the Worker must in such an instance comply with all the directives of the Ministry
 - iii. Consistent with its mandate to govern the UAE labour market and achieve a stable and safe environment for all workers, the Ministry may deny the granting the Worker a work permit, for a period of no less than one (1) year after the departure of the Worker from the UAE, if the following is proven:
 - Failure by the Worker to report to the Ministry and comply with its directives in the two cases contained in clauses (i) and (ii) above
 - The Worker has terminated the employment relation during the term of the contract for no fault of the Employer
 - Failure by the Worker to report to work without a valid cause, leading to his/her dismissal.

Article Five

Rights of the Second Party

In the course of implementing this contract, the Second Party is entitled to the following:



1- File a factual complaint with the Ministry to seek remedy for non-compliance by the First Party with the terms of the contract resulting in the violation of his/her rights, or with the provisions of Ministry enforced regulations, provided this complaint is filed within thirty (30) days after he/she became aware of the alleged violation and provided the Second Party exercises due care and diligence in providing supporting evidence and relevant data

2- Receive the earned wage in full and in accordance with the method and within the deadlines prescribed by the Ministry, provided no legal reasons, for which the Second Party is responsible, prevent the payment of the wage in full or in part

3- His weekly rest, consisting of one full day, that is specified and known in advance as are the working hours. Should conditions require the Worker to work on his/her day of rest, he/she is entitled to a substitute day of rest or a cash compensation that is equivalent to a one-day gross wage in lieu of the day of rest. upon the agreement of the two parties, *worker should have the right to choose whether to spend her/his day off outside or inside the employer residence.*

4- A minimum of twelve hours of daily rest, of which eight must be consecutive for sleep every night.

5 - A paid yearly leave of thirty (30) days, paid prior to the date the leave commences; if the period of service is less than one year and more than six (6) months, then the paid leave consists of two (2) days for each month of employment. The Employer sets the date of the start of the leave and may, when necessary, divide the leave period into no more than two (2) interrupted periods. If the Worker is required to work during all or part of his/her yearly leave, and the worked days are not added to the leave of the subsequent year, then the Employer is obligated to pay the Worker the equivalent of the basic wage for the number of days worked in addition to the regular pay at the end of the given wage cycle. In no case, however, may the Worker be required to work during his/her yearly leave more than once in two consecutive years.

- Legal and agreed-to holidays figure in the computation of the yearly leave period if they fall during the said period
- If the contract is renewed, the Worker may accumulate unused leave days over more than two years of service and take them at once
- If the contract expires or is terminated by either party and the Worker has not benefited from his yearly leave, the Worker is entitled to be compensated a cash amount that is equivalent to his wages for unused leave days, based on the wage in effect at the time the leave was earned, unless the leave was delayed by the



Employer in which case the compensation is based on the wage in effect at the end of service

6- A sick leave not exceeding thirty (30) days in a contract year, that can be used at once or over the contract year, provided it is declared necessary in a report by a competent medical authority. The used sick leave is paid in accordance with the following schedule:

- The first fifteen (15) days at the rate of the gross wage
- The following fifteen (15) days without pay

7-The worker, who completes one year or more of continuous service, shall, at the end of his/ her service be entitled to an end-of-service compensation. Unpaid days of absence from work shall not enter into the calculation of the end-of-service compensation. The compensation shall be calculated on the basis of 14-day wages for each year of service and becomes due upon the termination of the contract. The calculation of the compensation resume upon the renewal of the contract.

Prorated end of service compensation for time of service during the last year of employment, provided the Worker has completed at least one year of uninterrupted employment with the Employer

- The Worker is denied end of service compensation if the contract is terminated due to failure of the worker to report to work without valid cause or opts to terminate the contract for no fault of the Employer
 - In case the Worker is deceased, the end of service compensation is due to his/her next of kin
- 8 Maintaining possession of her/his personal identification documents.

Article Six

Rights of the First Party

In the course of implementing this contract, and taking into consideration the provisions pertaining to the right of the second Party to file grievances, the First Party is entitled to the following:

1- To task the second Party with work required duties, consistent with the terms of the contract and the provisions of Ministry enforced regulations

2- Set the date of the start of the Worker's yearly leave and divide it into no more than two interrupted periods when necessary



3- Terminate the employment of the Worker if and when the latter has exhausted the sick days he/she is entitled to and is unable to report back to work; in such a case, the Worker is entitled to end of service compensation and his/her other outstanding dues

4- Change the place where the Worker is contracted to work, without prejudice to the Worker's wages or position or the provisions of the other articles of the contract

Article Seven

Dispute resolution and competencies

1- If a dispute between the parties to the contract occurs and they are unable to resolve it amicably, they must refer the dispute to the Ministry. The latter shall attempt to resolve the dispute within two weeks from the date of referral and, if not successful, refer the dispute to the courts

2- The provisions of Ministry-enforced regulation of the domestic labour sector apply wherever a consideration is not addressed in the text of this annex. UAE courts are the competent authorities with the mandate to rule on any

Dispute over the articles and/or implementation of this contract and its annex. Notification of the Employer shall be done by way of any one of the communication media attached to the Employer's address as recorded in the employment contract.

(end)

First Party
Employer

Second party
Worker

In witness whereof,

On behalf of

TAD-BEER

On behalf of

Philippine Recruitment Agency