

Annex A

EMPLOYMENT REGULATIONS [●]

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EMPLOYMENT REGULATIONS [●]

Regulations to provide for minimum employment standards for Employees, promote a fair balance of rights and obligations between Employees and Employers and foster employment practices that will contribute to the prosperity of the Global Market.

Date of Enactment: [●]

PART 1: HIRING EMPLOYEES

1. No waiver

- (1) The requirements of these Regulations are minimum requirements and a provision in an agreement to waive or exclude any of those requirements, except where expressly permitted under these Regulations, has no effect.
- (2) Nothing in these Regulations precludes an Employer from providing in any contract of employment, terms and conditions of employment that are more favourable to the Employee than those required by these Regulations.

2. No false representations

An Employer shall not induce, influence or persuade a person to become an Employee, or to work or to be available for work, by misrepresenting any of the following:

- (a) the availability of a position;
- (b) the type of work;
- (c) the wages; or
- (d) the conditions of employment.

3. Hiring children

An Employer shall not employ a child who is under fifteen (15) years of age.

4. Visa and permits

The Employer shall be responsible for obtaining, maintaining and paying the cost of the Employee's Abu Dhabi residency visa, work permit and Abu Dhabi Identity Card.

5. Right to a written contract

- (1) An Employee may only be employed pursuant to a written contract of employment which must be written in English and signed by both the Employer and the Employee.
- (2) The Employer shall give to each Employee a copy of the written contract of employment that has been signed by both the Employer and the Employee. The written contract of employment shall be provided to the Employee not later than two months after the commencement of the employment.
- (3) The Employer is responsible for ensuring that any Employee who does not have sufficient competency in the written English language understands the terms of the contract of employment before signing it.

- (4) The contract of employment shall include as a minimum:
- (a) the names of the Employer and Employee;
 - (b) the date when the employment began;
 - (c) the Employee's wages;
 - (d) the applicable Pay Period;
 - (e) any terms and conditions relating to hours or days of work;
 - (f) any terms and conditions relating to:
 - (i) vacation leave and vacation pay, national holidays and pay for such national holidays; and
 - (ii) sick leave and sick pay;
 - (g) the length of notice that the Employee and the Employer is obliged to give and is entitled to receive to terminate the employment;
 - (h) the title of the Employee's job or a brief description of the Employee's work;
 - (i) where the employment is not intended to be for an indefinite duration, the period for which it is expected to continue or, if it is a fixed term, the date when it is to end;
 - (j) the place of work;
 - (k) any disciplinary rules and/or grievance procedures applicable to the Employee; and
 - (l) any other matter that may be prescribed by the Board of Directors of the Global Market by Resolution.
- (5) An Employer shall expressly state in writing in the contract of employment those matters relating to the employment of the Employee that shall be subject to the Employer's policies and may be changed at the Employer's discretion from time to time by way of a written notice to the Employee.

6. Amendment of the contract of employment

Any amendment to the contract of employment of an Employee must be in writing and signed by the Employee except where such change is for the benefit of the Employee.

7. Right to itemised pay statement

- (1) An Employer shall give to an Employee when, or before, an Employee is paid any wages, a written itemised pay statement that includes:
- (a) the amount of the wages payable; and
 - (b) the amounts of any variable, and any fixed, deductions from that amount and the purposes for which they are made.
- (2) An Employer satisfies the requirement in subsection 7(1) if it provides electronic access to the itemised pay statement and the Employee may print such statement.

8. Short-term employment

Sections 6 and 7 do not apply to an Employee if the employment is for less than thirty (30) days.

9. Probation

- (1) The Employer may subject the Employee to a probationary period, provided that, subject to subsection 9(2), such period does not exceed three (3) months and is specified in the contract of employment.
- (2) The Employer may, at its discretion, extend a probationary period for a further period not to exceed three (3) months.
- (3) During the probationary period (whether or not extended), either the Employer or the Employee may terminate the contract of employment with or without cause.
- (4) The Employer may not require the Employee to submit to more than two probationary periods, such periods not to exceed six (6) months in aggregate.

10. Employee's duties

- (1) Employees shall, except as and to the extent specified in the contract of employment:
 - (a) perform their employment duties with reasonable diligence and care;
 - (b) obey the orders of the Employer to the extent that:
 - (i) the orders are consistent with the Employee's employment duties;
 - (ii) the orders will not expose the Employee to danger;
 - (iii) the carrying out of such orders will not constitute a contravention of any regulation or other legislation of the Global Market or any legislation or regulation that is applicable within the Global Market;
 - (c) comply with the health and safety instructions of the Employer;
 - (d) take reasonable care of any of the Employer's property which is in the Employee's possession or control or which is accessed or used by the Employee;
 - (e) not accept any gifts or advantage from any person in return for the performance of the Employee's employment duties;
 - (f) not compete with the business of the Employer; and
 - (g) not disclose to any third party any confidential information of the Employer.
- (2) The provisions of this section shall be construed, to the extent practicable, in accordance with English common law.

11. Payroll records

- (1) For each Employee, the Employer shall keep records of the following information:
 - (a) a copy of the Employee's contract of employment;

- (b) the Employee's name, date of birth, occupation, telephone number and contact address (both residential and postal);
 - (c) the date on which the employment began;
 - (d) the Employee's wages (gross and net, where applicable), and the applicable Pay Period;
 - (e) the contractual hours which the Employee has agreed to work;
 - (f) the benefits paid to the Employee by the Employer;
 - (g) each deduction made from the Employee's wages and the reason for it;
 - (h) the dates of the national holidays taken by the Employee and the amounts paid by the Employer;
 - (i) the dates of the vacation leave taken by the Employee, the amounts paid by the Employer and the days and amounts owing;
 - (j) sick leave and other special leaves of absence; and
 - (k) the amount of any end-of-service gratuity payment and any other severance payment paid to the Employee on termination of the employment.
- (2) Records prescribed in subsection 11(1) shall be:
- (a) in English and English language shall have precedence over any other language used in the records;
 - (b) kept at the Employer's principal place of business in the Global Market; and
 - (c) retained by the Employer for two (2) years after the employment terminates.
- (3) Records prescribed in subsection 11(1) may be retained in electronic format.

PART 2: PROTECTION OF WAGES

12. Paydays

- (1) The Employer must pay the Employee a basic wage.
- (2) The Pay Period during which the Employee's basic wages are paid shall not exceed one (1) month and the basic wages (and vacation pay) must be paid within seven (7) days of the end of the Pay Period.

13. Payment where the employment is terminated

- (1) On termination of employment, an Employer shall pay all wages and any other amounts owing to an Employee within fourteen (14) days of such sums becoming due.
- (2) If an Employer fails to pay wages or any other amount owing to an Employee in accordance with subsection 13(1), the Employer shall pay the Employee a penalty equivalent to the last daily wage for each day the Employer is in arrears.

14. No unauthorised deductions

- (1) An Employer shall not deduct from an Employee's wages or accept payment from an Employee, unless:
 - (a) the deduction or payment is required or authorised under legislation that is applicable in the Global Market or the Employee's contract of employment;
 - (b) the Employee has previously agreed in writing to the deduction or payment;
 - (c) the deduction or payment is a reimbursement for an overpayment of wages or expenses; or
 - (d) the deduction or payment has been ordered by the Global Market Court.
- (2) The Employer may not request or demand or accept any sum from the Employee as reimbursement for costs incurred by the Employer in respect of the Employee's obligations pursuant to section 4.

15. No charge for hiring or providing information

- (1) A person shall not request, charge or receive, directly or indirectly, from a person seeking employment a payment for:
 - (a) employing or obtaining employment for the person seeking employment; or
 - (b) providing information about Employers seeking Employees.
- (2) A person does not contravene this section by requesting, charging or receiving payment for any form of advertisement from the person who placed the advertisement.
- (3) A payment received by a person in contravention of this section is deemed to be wages owing or a debt due to.

PART 3: WORKING TIME AND LEAVE

16. Maximum weekly working time

An Employee's working time shall not exceed an average of forty-eight (48) hours for each seven (7) day period unless the Employer has first obtained the Employee's consent in writing.

17. Excessive hours

Notwithstanding any provision of this Part, an Employer shall not require or allow directly or indirectly an Employee to work excessive hours or hours detrimental to the Employee's health or safety.

18. Reduced hours during Ramadan

- (1) During the Holy month of Ramadan, a Muslim Employee who observes the fast shall not be required to work in excess of six (6) hours each day. There shall be no reduction in compensation as a result.
- (2) Fasting Employees who choose to work for more than six (6) hours a day shall be entitled to rest breaks referred to in section 21.

19. Daily rest

An Employee is entitled to a rest period of not less than eleven (11) consecutive hours in each twenty-four (24) hour period.

20. Weekly rest period

An Employee is entitled to an uninterrupted rest period of not less than twenty-four (24) hours in each seven (7) day work period.

21. Rest breaks

Where an Employee's daily working time is more than six (6) hours, the Employee is entitled to rest and prayer breaks of not less than one (1) hour in aggregate. The rest and prayer breaks may be spent away from the Employee's workstation.

22. Vacation leave

- (1) Subject to section 25, an Employer shall give an Employee a minimum paid vacation leave of twenty (20) working days per annum to be accrued pro rata for Employees who have been employed for at least ninety (90) days.
- (2) An Employee is entitled to carry forward his accrued but untaken vacation leave up to a maximum of twenty (20) working days into the next calendar year for a maximum period of twelve (12) months after which the unused leave shall expire.
- (3) An Employer shall allow an Employee who is entitled to a vacation leave to take it in periods of one (1) or more weeks.
- (4) Vacation leave is exclusive of national holidays to which an Employee is entitled.
- (5) An Employee is not entitled to a payment in lieu of vacation leave earned except where:
 - (a) the Employee's employment is terminated; or
 - (b) the Employer agrees otherwise.

23. Compensation in lieu of vacation leave

- (1) Where an Employee's employment is terminated, the Employer shall pay the Employee an amount in lieu of vacation leave accrued but not taken. In the event that the Employee has taken more vacation leave than has accrued at the termination date, the Employee shall repay the Employer the corresponding sum.
- (2) Compensation in lieu of vacation leave shall be calculated using the Employee's daily wage applicable on the Employee's last day of employment.

24. Dates on which leave is taken

- (1) An Employee electing to take vacation leave shall do so by giving at least seven (7) days' prior written notice to the Employer specifying the days on which leave is to be taken and subject to any requirement imposed by the Employer under section 24(2).
- (2) The Employer may require an Employee to take vacation leave on specified days by giving at least seven (7) days' prior written notice to the Employee.

25. Leave during the first year of employment

- (1) During the first year of employment, the amount of vacation leave an Employee may take at any time is limited to the amount deemed to have accrued at that time, less the amount of vacation leave already taken during that year, unless the Employer agrees otherwise.
- (2) For the purposes of this section, leave is deemed to accrue over the Employee's first year of employment at the rate of one-twelfth of the amount specified in section 25 on the first day of each month of that year.

26. Entitlements under other provisions

Subject to sections 32(4), 33(3) and 34(4), where an Employee is entitled to a rest period, rest break, vacation, maternity leave or paternity leave under both these Regulations and a contract of employment, the Employee may elect to take the more favourable provisions but not both.

27. Entitlement to national holidays

- (1) Every Employee is entitled to the national holidays that are announced in the UAE for the public sector (if the Employer is a public sector entity) or the private sector (if the Employer is a private sector entity), falling on a working day.
- (2) An Employee is entitled to be paid a daily wage for national holidays under subsection 27(1).
- (3) Leave to which an Employee is entitled under subsection 27(1) may be replaced by:
 - (a) a day in lieu;
 - (b) a payment in lieu; or
 - (c) a pro-rated amount relating to the period of time worked, where each of the Employer and the Employee so agree in writing.

28. Special leave

A Muslim Employee, who has completed one (1) year or more of continuous employment, shall be entitled, not more than once during the period of employment, to special leave not exceeding (30) days without pay, to perform the Haj pilgrimage.

29. Sick leave

- (1) An Employee is entitled to sick leave not exceeding a maximum of sixty (60) working days in aggregate in any twelve (12) month period.
- (2) An Employee who requests leave under this section shall personally, or have someone on the Employee's behalf:
 - (a) at least once every seven (7) days during a period of absence, notify the Employer that the Employee is unable to fulfil the duties reasonably expected in the Employee's position because of the Employee's sickness; and
 - (b) if required by the Employer, provide a medical opinion that states that the Employee cannot fulfil the duties reasonably expected in the Employee's position.
- (3) Where an Employee is absent because of sickness, the Employer shall, if the conditions set out in subsection 29(2) are satisfied, pay the Employee sick pay for that day.

- (4) An Employer who would, apart from subsection 29(2), be liable to pay sick pay to an Employee, is entitled to withhold the sick pay if the Employee failed to give notice to the Employer as required under subsection 29(2).

30. Sick pay

- (1) Subject to section 29, an Employer shall pay an Employee his daily wage in respect of sick pay.
- (2) Subsection 30(1) shall not apply if the contract of employment is for one (1) month or less.

31. Termination for excessive sick leave

Where an Employee takes more than an aggregate of sixty (60) working days of sick leave in any twelve (12) month period, the Employer may terminate the employment immediately with written notice to the Employee.

PART 4: MATERNITY AND PATERNITY RIGHTS

32. Maternity leave

- (1) An Employee shall be entitled to a minimum maternity leave entitlement of sixty five (65) working days.
- (2) An Employee shall be entitled to be paid in accordance with section 33 during the minimum maternity leave in subsection 32(1) if she:
- (a) will have been continuously employed with an Employer for at least twelve (12) months preceding the expected or actual week of childbirth;
 - (b) notifies her Employer in writing that she is pregnant at least eight (8) weeks before the expected week of childbirth, if requested by the Employer;
 - (c) provides a medical practitioner's certificate stating the expected or actual birth date if requested by the Employer; and
 - (d) notifies her Employer in writing at least twenty-one (21) days before the day the Employee proposes to begin her maternity leave.
- (3) The maternity rights granted under these sections also apply to a female Employee who is adopting a child of less than three (3) months old and, in such case, references to childbirth are treated as references to the date of adoption.
- (4) Annual leave shall continue to accrue during maternity leave and may be taken separately.

33. Maternity pay

- (1) An Employer shall pay maternity pay at:
- (a) the Employee's normal daily wage for the first thirty-three (33) working days of maternity leave; and
 - (b) at fifty (50) per cent of the Employee's normal daily wage for the next thirty-two (32) working days of maternity leave.
- (2) An Employee cannot receive compensation in lieu of maternity leave.

- (3) Any national holidays falling on a working day within the maternity leave period shall be treated as additional leave thereby having the effect of extending the maternity leave by the period of the national holiday.

34. Paternity leave and pay

- (1) An Employee who becomes a father to a newly-born child shall be entitled to a minimum paternity leave entitlement of five (5) working days to be taken within two months of the date of birth of the child.
- (2) During the Employee's minimum paternity leave, the Employer shall pay paternity pay at the Employee's normal daily wage.
- (3) The Employee cannot receive compensation in lieu of paternity leave.
- (4) Any national holidays falling on a working day within the paternity leave period shall be treated as additional leave thereby having the effect of extending the paternity leave by the period of the national holiday.

35. Right to return to work

- (1) An Employer shall not, because of an Employee's pregnancy, maternity leave or paternity leave:
 - (a) terminate employment; or
 - (b) change the position or condition of employment without the Employee's prior written consent.
- (2) An Employee has the right to return to work at the end of maternity leave granted under section 32 to the same role or a suitable alternative on the same terms and conditions, and with same seniority rights she would have had, had she not taken maternity leave.
- (3) An Employee has the right to return to work at the end of paternity leave granted under section 34 to the same role and with same seniority rights he would have had, had he not taken paternity leave.

PART 5: EMPLOYER'S OBLIGATIONS

36. General duties of Employers to their Employees

- (1) An Employer has a duty to ensure, as far as is reasonably practicable, the health, safety and welfare at work of all its Employees.
- (2) An Employer shall provide and maintain a workplace that is free of harassment, safe and without risks to an Employee's health.

37. Health and safety duties

Without limiting the generality of an Employer's duty under section 36, every Employer has a duty, as far as is reasonably practicable, to:

- (a) ensure adequate systems are in place that minimize risks to health concerning fire hazards and the use, handling, storage and transport of dangerous articles and substances;

- (b) provide information, instruction, training and supervision to Employees, in English or, if necessary, another language understood by the Employees, to ensure their health and safety at work;
- (c) inform each Employee in writing at the time of recruitment of the dangers, if any, connected with the employment and of the protective measures the Employee shall take;
- (d) provide and maintain adequate and safe access to, and from, the workplace; and
- (e) provide any other facilities or meet any other requirements as prescribed in any Resolution made by the Board of Directors of the Global Market.

38. Ventilation

An Employer shall ensure that every enclosed workplace is ventilated by a sufficient quantity of fresh or purified air.

39. Temperature in indoor workplaces

An Employer shall ensure that during working hours, the temperature in all workplaces inside buildings shall be reasonable.

40. Lighting

An Employer shall ensure that its workplace has suitable and sufficient lighting.

41. Cleanliness

An Employer shall keep its workplace and its furniture, furnishings and fittings clean.

42. Room dimensions and space

An Employer shall ensure that every room where persons work has sufficient floor area, height and unoccupied space for purposes of health, safety and welfare.

43. Workstations and seating

An Employer shall ensure that workstations are suitable for Employees and the nature of the work required to be done at the workstation.

44. Sanitary conveniences

An Employer shall provide suitable and adequate sanitary conveniences at readily accessible places in the workplace.

45. Drinking water

An Employer shall provide an adequate supply of wholesome drinking water for all Employees in the workplace.

46. No penalties for preventing health and safety risks

- (1) An Employer shall not dismiss or otherwise penalise, directly or indirectly, any Employee for:

- (a) carrying out activities that prevent or reduce risks to health and safety in the workplace where the Employee has been specifically designated to do so; or
 - (b) taking reasonable steps to avert serious and imminent danger and for refusing to return to the place of danger until the danger no longer exists.
- (2) An Employee is not to be regarded as having been penalised for conduct referred to in subsection 46(1) if the Employer proves that the Employee's conduct was negligent or inappropriate in the circumstances and that a reasonable Employer would have treated the Employee as the Employer did.

47. Work-related injuries

The Employer shall immediately obtain, at the Employer's expense if such expense is not covered by the Employer-provided health insurance, adequate medical assistance for any Employee who suffers an injury as a result of an accident arising out of or in the course of his employment.

48. Compensation for employment accidents and occupational diseases

- (1) Where an Employee sustains an injury as a result of an accident arising out of or in the course of his employment, the Employer shall pay compensation to the Employee in accordance with Schedule 2.
- (2) Where an Employee dies as a result of an accident or illness arising out of or in the course of his employment, the Employer shall pay compensation to his named dependants equal to no less than twenty-four (24) months' wages calculated on the basis of the last monthly wage the Employee was paid before his death.

49. Health insurance

An Employer is required to obtain and maintain health insurance cover for its Employees.

50. Data Protection

- (1) In relation to Personal Data relating to an Employee, the Employer shall ensure that such Personal Data:
- (a) is processed fairly, lawfully and securely;
 - (b) is obtained and processed only for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes;
 - (c) must be adequate, relevant and not excessive in relation to the purposes for which it is collected and/or processed;
 - (d) must be accurate and, where necessary, kept up to date; and
 - (e) must not be kept for longer than is necessary by the Employer.
- (2) The Employer shall take all reasonable steps to ensure that Personal Data relating to an Employee which is inaccurate or incomplete, having regard to purpose for which it was obtained and processed, is erased or rectified.

PART 6: TIME OFF WORK

51. Right to time off for ante-natal care

- (1) An Employee who:
- (a) is pregnant; and
 - (b) has, on the advice of a registered medical practitioner, made an appointment to receive ante-natal care,

is entitled to take time off during the Employee's working hours in order to keep the appointment.

- (2) The Employer may request the Employee to provide:
- (a) a medical practitioner's certificate confirming the pregnancy; and
 - (b) evidence of appointments for ante-natal care.

52. Right to remuneration for time off under section 51

- (1) An Employee who is permitted to take time off under section 51 is entitled to be paid for the period of absence at the appropriate hourly rate.
- (2) The appropriate hourly rate is the daily wage divided by the number of normal working hours in a working day for that Employee under the contract of employment in force on the day when the time off is taken.

PART 7: EMPLOYEE'S OBLIGATIONS

53. General duties of employees at work

An Employee has a duty, while at work, to take reasonable care of the Employee's own health and safety and that of other persons who may be affected by the Employee's conduct.

PART 8: NON-DISCRIMINATION

54. Discrimination

- (1) An Employer must not discriminate against an Employee regarding employment or any term or condition of employment on the grounds of the Employee's:
- (a) sex;
 - (b) marital status;
 - (c) race;
 - (d) nationality;
 - (e) religion; and/or
 - (f) mental or physical disability.
- (2) Discrimination for the purposes of subsection 54(1) means where:

- (a) an Employee is treated less favourably than others would be treated in the same circumstances on one of the prohibited grounds in subsection 54(1);
 - (b) in respect of the application of the same provision, criteria, or practice, an Employee is put at a disadvantage not faced by others who are not of that sex, marital status, race, nationality or religion, or suffering from a mental or physical disability as applicable; or
 - (c) on grounds of one of the prohibited grounds in subsection 54(1), an Employee is subjected to unwanted treatment or conduct which has the purpose or effect of creating an intimidating, hostile, degrading, humiliating or offensive workplace.
- (3) For the purposes of subsection 54(2)(b), a provision, criteria or practice is discriminatory in relation to any of the grounds specified in subsection 54(1) as relevant, if:
- (a) an Employer applies, or would apply it, to persons who do not share the characteristics of such Employee;
 - (b) it puts, or would put, persons with whom the Employee shares the characteristic at a particular disadvantage when compared with persons with whom the Employee does not share it;
 - (c) it puts, or would put, the Employee at that disadvantage; and
 - (d) the Employer cannot show it to be a proportionate means of achieving a legitimate aim.
- (4) An Employer may apply a bona fide occupational requirement to subsections 54(2)(a) and (b), subject to subsection 54(5). A bona-fide occupational requirement is a requirement reasonably necessary for the normal performance of a particular role or occupation.
- (5) For the purposes of this section 54 an Employer discriminates against an Employee with a mental or physical disability within the meaning of subsection 54(1)(f), if the Employer fails to make reasonable adjustments to any physical feature of the workplace or applicable provision, criteria or practices that would, if made, enable the Employee to otherwise meet the bona fide occupational requirement.
- (6) No provision in section 54 precludes any law, program or activity that has as its object the amelioration of conditions of disadvantaged individuals or groups, including those that are disadvantaged because of mental or physical disability.

PART 9: TERMINATION OF EMPLOYMENT

55. Rights of Employer and Employee to minimum notice

- (1) An Employer or an Employee may terminate an Employee's employment in accordance with this section.
- (2) Subject to subsections 55(4) and (5), the notice required to be given by an Employer or Employee to terminate an Employee's employment, where the Employee has been continuously employed for one (1) month or more, shall not be less than:
 - (a) seven (7) days if the period of continuous employment is less than three (3) months;
 - (b) thirty (30) days if the period of continuous employment is three (3) months or more but less than five (5) years; or

- (c) ninety (90) days if the period of continuous employment is five (5) years or more.
- (3) Any provision for shorter notice in a contract of employment with an Employee who has been continuously employed for one (1) month or more has effect subject to the minimums specified in subsection 55(2), but this section does not prevent either an Employer and Employee from agreeing to a longer period of notice nor shall it prevent either party from waiving notice or from accepting a payment in lieu of notice.
- (4) Termination for cause does not include termination under section 31.
- (5) Subsection 55(2) does not apply where either the Employer or Employee terminates the employment for cause in accordance with section 56.
- (6) Subsection 55(2) does not apply where the employment of an Employee has been terminated in accordance with section 31.

56. Termination for cause

- (1) The Employer may terminate an Employee's employment without notice for cause. Termination by the Employer for cause means termination due to the Employee's conduct in circumstances where a reasonable Employer would consider immediate termination to be warranted.
- (2) The Employee may terminate his employment without notice for cause. Termination by the Employee for cause means termination by reason of the Employer having:
 - (a) committed a crime;
 - (b) committed a repudiatory breach of a provision of the contract of employment; or
 - (c) materially contravened these Regulations.

57. Right to written statement of reasons for dismissal

Upon the request of an Employee who has been continuously employed for a period of not less than one (1) year on the date of termination of employment, an Employer shall provide the Employee with a written statement of the reasons for the Employee's dismissal.

58. Pension for UAE and GCC nationals

Where an Employee is a UAE or GCC National, the Employer shall enrol him in the Employee's UAE pension scheme in accordance with applicable Federal legislation and he shall not be eligible to receive an end-of-service gratuity as prescribed in section 59 on termination of employment unless such Employee has the written approval of the applicable national pension authority not to participate in the Employee's UAE pension scheme and has provided a copy of that written approval to the Employer prior to the termination of employment.

59. End-of-service gratuity

- (1) Subject to subsections 59(5) and (6), an Employee who completes continuous employment of one (1) year or more is entitled to a gratuity payment at the termination of the Employee's employment, whether such termination is implemented by the Employer or the Employee but subject to subsection 59(4).
- (2) The gratuity payment shall be calculated as follows:

- (a) twenty-one (21) days' basic wage for each year of the first five (5) years of service; and
- (b) thirty (30) days' basic wage for each additional year of service,

provided that the total of the gratuity shall not exceed the wages of two (2) years of service.

The daily rate for the Employee's basic wage shall be calculated based on the number of days in the year. The Employer may deduct from the gratuity any amounts owed to the Employer by the Employee.

- (3) Where the termination occurs prior to the end of any full year of employment, the gratuity payment shall be calculated on a proportionate basis.
- (4) An Employee is not entitled to a gratuity payment where the employment of the Employee has been terminated by the Employer for cause as defined in subsection 56(1) of section 56.
- (5) Where an Employer has established a pension scheme for his Employees, he shall provide in writing to the Employees the option to choose between participating in the pension scheme or receiving the end-of-service gratuity payment.
- (6) Where an Employee has received a document under subsection 59(5), he shall expressly state his choice in writing and submit it to the Employer.

PART 10: GENERAL

60. Title

These Regulations may be cited as the "Employment Regulations 2014".

61. Legislative Authority

These Regulations are made by the Board of Directors of the Global Market.

62. Application of these Regulations

These Regulations apply to:

- (a) an Employer which is, or was:
 - (i) a Company;
 - (ii) a Branch;
 - (iii) a Limited Partnership;
 - (iv) a Limited Liability Partnership;
 - (v) the Registrar;
 - (vi) the Regulator; or
 - (vii) the Court; and

- (b) an Employee who is, or was:
 - (i) employed by an Employer which satisfies the conditions of paragraph 62(a);
and
 - (ii) based within, or ordinarily working within or from the Global Market.

63. Date of enactment

These Regulations are enacted on the date specified by the Board of Directors of the Global Market in the Resolution approving the adoption of these Regulations.

64. Commencement

These Regulations come into force on the date specified by the Board of Directors of the Global Market in the Resolution approving the adoption of these Regulations.

65. Interpretation

Schedule 1 contains:

- (a) interpretative provisions that apply to these Regulations; and
- (b) a list of defined terms used in these Regulations.

66. Administration of these Regulations

These Regulations are administered by the Board of Directors of the Global Market.

67. The power of the Board of Directors of the Global Market to make Resolutions

The Board of Directors of the Global Market may by Resolution make further provision in respect of any matter that facilitates the administration of these Regulations or furthers the purposes of these Regulations.

SCHEDULE 1

1. Rules of Interpretation

- (1) In these Regulations, unless a contrary intention appears, a reference to:
- (a) a statutory provision includes a reference to the statutory provision as amended or re-enacted from time to time;
 - (b) a person includes any natural person, body corporate or body unincorporate, including a company, partnership, unincorporated association, government or state;
 - (c) an obligation to publish or cause to be published a particular document shall, unless expressly provided otherwise in these Regulations, include publishing or causing it to be published in printed or electronic form;
 - (d) a “day” means a calendar day, unless expressly stated otherwise. If an obligation falls on a calendar day which is either a Friday or Saturday, or an official UAE holiday in the Global Market, the obligation shall take place on the next calendar day which is a business day;
 - (e) a “week” shall mean a calendar week or seven (7) days;
 - (f) a “month” shall mean a calendar month;
 - (g) a year shall mean a calendar year of the Gregorian calendar;
 - (h) the masculine gender includes the feminine; and
 - (i) “dollar” or “\$” is a reference to United States Dollars.
- (2) The headings in these Regulations shall not affect their interpretation.

2. Legislation in the Global Market

References to legislation in these Regulations shall be construed in accordance with the following provisions:

- (a) Federal Law is law made by the federal government of the UAE;
- (b) these Regulations are the Abu Dhabi Global Market Regulations No. [●] of 2014 as amended and restated, made by the Board of Directors of the Global Market; and
- (c) Resolutions made by the Board of Directors of the Global Market are binding in nature.

3. Defined Terms

In these Regulations, unless the context indicates otherwise, the defined terms listed below shall have the corresponding meanings:

Abu Dhabi Global Market Law means the Abu Dhabi Law No. 4 of 2013 concerning the Abu Dhabi Global Markets, passed by the Ruler.

basic wage means the Employee’s wage excluding any portion of an Employee’s wage received in kind or as allowance for housing, travel, currency exchange (cashier), children’s education, social and entertainment or any other type of allowance, bonus or commission payment, or

overtime pay. The basic wage shall be calculated taking into consideration the total number of calendar days in a year.

Board of Directors of the Global Market means the governing body of the Global Market, established under Article 4 of the Abu Dhabi Global Market Law.

Branch has the meaning given in the Abu Dhabi Market Regulations No. [●] of 2014 (Companies Regulations).

Company has the meaning given in the Abu Dhabi Market Regulations No. [●] of 2014 (Companies Regulations).

contract of employment means the contract of employment provided under section 5.

daily wage means the compensation received by an Employee as wages for services performed during a working day. The daily wage shall be calculated taking into consideration the total number of working days in a year.

disability means a physical or mental impairment that has a substantial and long-term adverse effect on an Employee's ability to carry out his duties in accordance with the contract of employment. An impairment has a long-term effect if it has lasted at least twelve (12) months or it is likely to last at least twelve (12) months.

Employee means an individual who works in the service of another person under an express or implied contract of hire under which the Employer has the right to control the details of work performance.

Employer means any person employing an individual to perform service for remuneration of any kind.

GCC National means a person who is a national of a country that is a member of the Gulf Cooperation Council.

Global Market means the Abu Dhabi Global Market, the Financial Free Zone established pursuant to Federal Decree No. (15) of 2013 concerning the Establishment of a Financial Free Zone in the Emirate of Abu Dhabi.

Global Market Court has the meaning given in the Abu Dhabi Global Markets Regulations No [●] of 2014 (Court Regulations).

hourly rate means the rate under subsection 52(2).

Limited Liability Partnership has the meaning given in the Abu Dhabi Global Market Regulations No. [●] of 2014 (Limited Liability Partnership Regulations).

Limited Partnership has the meaning given in the Abu Dhabi Global Market Regulations No. [●] of 2014 (Limited Partnership Regulations).

maternity leave means the maternity leave entitlement under subsection 32(1), or such greater period as may be offered by the Employer under a contract of employment.

maternity pay means the pay provided by the Employer in accordance with subsection 33(1) during the maternity leave.

national holidays means the national holidays as provided under subsection 27(1).

paternity leave means the paternity leave entitlement under subsection 34(1), or such greater period as may be offered by the Employer under a contract of employment.

Pay Period means:

- (a) the hourly, daily, weekly, monthly or yearly period, where Employees are paid by the hour, day, week, month or year; or
- (b) if an Employee is paid on a flat rate, piece rate, commission or other incentive basis, the Employee's applicable pay period.

Personal Data means any information relating to a person who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his biological, physical, biometric, physiological, mental, economic, cultural or social identity.

Registrar means the Global Market's Registration Bureau established pursuant to the Abu Dhabi Global Market Law.

Regulator means the Financial Services Regulations Bureau established pursuant to the Abu Dhabi Global Market Law.

Resolutions means resolutions made by the Board of Directors of the Global Market.

Ruler means the Ruler of the Emirate of Abu Dhabi.

Schedule means a schedule to these Regulations.

UAE means the United Arab Emirates.

vacation leave means the vacation leave entitlement provided by the Employer in accordance with subsection 22(1), or such greater period as may be offered by the Employer under the contract of employment.

vacation pay means the daily wage payable during the vacation leave.

Wages means all payments made to an Employee in return for work done or services provided under the contract of employment.

working day means a normal working day for the Employer as defined in the contract of employment.

SCHEDULE 2

**PERMANENT DISABILITIES / DISMEMBERMENT/
INJURIES**

Nature of permanent/disability/dismemberment/injuries	Percentage
Total loss of sight in both eyes or loss of two eyes	100
Total loss of both arms	100
Total loss of both hands	100
Total loss of both legs	100
Total loss of both feet	100
Total loss of one arm and one leg	100
Total loss of one hand and one foot	100
Total paralysis	100
Mental incapacity as a result of an accident, making the insured incapable of carrying on any kind of work	100
Wounds and injuries to the head or brain which cause continuous headache	100
Total deformation of the face	100
Injuries and wounds to the chest and internal organs which cause a continuous and complete deficiency in the function of these organs	100
Total deafness in both ears	100
Total deafness in one ear	50
Loss of voice	50
Total loss of tongue	100
Loss of sexual organ	100
Total loss of one arm or one hand	65
Total loss of movement of one shoulder	25
Total loss of movement of one elbow	20
Total loss of movement of one wrist	20
Total loss of one thumb	20
Total loss of one index finger	15
Total loss of one finger other than the thumb or the index finger	10
Total loss of one leg or one foot	50
Partial amputation of one foot including the toes	35
Unhealed fracture of one leg or one foot	35

Unhealed fracture of one kneecap	30
Total loss of movement of one hip or one knee	20
Shortening of one lower limb by at least 5 centimetres	15
Total loss of one big toe	10
Total loss of one toe other than the big toe	3
Loss of one tooth	3

- (a) Where the injuries fall within more than one category above the percentages may be aggregated and for the avoidance of doubt may come to more than 100%.
- (b) Total loss may be the result of amputation or excision.
- (c) Total loss may also consist of a permanent total disability in the functions of that part of the body or organ resulting in a total loss of use of the relevant part of the body or organ. A medical report must support such a finding of Total loss.
- (d) Compensation may be paid in respect of any partial or less serious disability or injury to any of the parts of the body or organ mentioned in the above list according to the level of seriousness of the disability or injury measured as a percentage of loss of use. The percentage of loss of use must be determined by a medical report. Account should be taken of the victim's occupation as regards to the impact the injury will have on his ability to continue working.
- (e) Compensation may also be paid in respect of any total or partial or less serious disability or injury to any of the parts of the body or organ not mentioned in the above list. The percentage rate for a total loss of such part of the body or organ will be ascertained by taking into consideration the nearest part of the body or organ in the list. A medical report is required as to the partial loss of use of such part of the body or organ.
- (f) 100% is the monetary equivalent of twenty four (24) months' wages.