# EMPLOYMENT REGULATIONS 2024

(CONSOLIDATED VERSION ~~SEPTEMBER 2025~~[XX] 2026)

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# EMPLOYMENT REGULATIONS 2024

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 Abu Dhabi Global Market.

Date of Publication: 3 January 2025

The Board of Directors of the Abu Dhabi Global Market, in exercise of its powers under Article 6(1) of Law No. 4 of 2013, as amended, concerning the Abu Dhabi Global Market issued by His Highness the Ruler of the Emirate of Abu Dhabi, hereby enacts the following Regulations:

## PART 1: HIRING EMPLOYEES

### 1. No waiver

(1) The requirements of these Regulations are minimum requirements and, subject to subsection (2), a provision in an agreement to waive or exclude any of those requirements, except where expressly permitted under these Regulations, shall be void.

(2) Subsection (1) shall not prevent an Employer and Employee from entering into a settlement agreement under which the Employer or the Employee agrees to waive any and all actual, threatened or potential claims that it or he may have against the other arising out of the Employee's employment (or, where applicable, the termination of the Employee's employment), including claims to enforce rights under these Regulations, provided that –

(a) such agreement must be in writing;

(b) such agreement must be signed by both the Employer and Employee;

(c) such agreement can only waive claims or potential claims which arise out of facts or circumstances which pre-date, or exist at, the date of the agreement;

(d) the Employee warrants in the agreement that they have had an opportunity to receive independent legal advice on the terms and effect of entering into the agreement; and

(e) valid consideration must be provided.

(3) Nothing in these Regulations precludes an Employer from providing an Employee with rights and benefits which are more favourable than those provided for under these Regulations.

### 2. No false representations[1]

(1) 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 –

[1] Amended 28 October 2025

(a) the availability of a position;

(b) the type of work;

(c) the Employee's Wages; or

(d) any other terms and conditions of employment.

(2) Without prejudice to an Employee's right to pursue any other remedy, an Employer who contravenes this section 2 shall be liable to a fine not exceeding level 7 on the Fines Scale.

**3. Hiring children and youth[2]**

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

(2) An Employer may employ youth between fifteen (15) and eighteen (18) years of age subject to rules made by the Board.

(3) An Employer shall take all appropriate measures to ensure that conditions for the youth's employment are safe, reasonable and appropriate for their age and wellbeing.

(4) An Employer who contravenes this section 3 shall be liable to a fine not exceeding level 8 on the Fines Scale.

**4. Visa and permits[3]**

(1) Where required, the Employer shall be responsible for obtaining, maintaining and paying the cost of the –

(a) Employee's Employee Work Permit;

(b) Employee's Employer Sponsored Residency Visa, if applicable; and

(c) Employee's UAE identity card, if applicable.

(2) Subject to section 11, the Employer must obtain, or must have applied for, an Employee Work Permit and an Employee's Employer Sponsored Residency Visa, if applicable, for the Employee before the Employee commences work for the Employer.

(3) The Employer –

(a) must not request, demand or accept any sum from the Employee as reimbursement for costs and expenses incurred by the Employer in satisfying its obligations in subsections (1) and (2);

(b) must cancel the Employee's Employee Work Permit and the Employee's Employer Sponsored Residency Visa, if applicable, as soon as reasonably

[2] Amended 28 October 2025
[3] Amended 28 October 2025

practicable following the Termination Date and, in any event ~~within the time frame set by the relevant Competent Authority;~~, no later than the earlier of:

(i) 30 days following the Termination Date; or

(ii) any earlier time period required by the Competent Authority,

unless otherwise permitted by the relevant Competent Authority or agreed to in writing between the Employer and Employee;

(c) must not request, demand or accept any sum from the Employee as reimbursement for costs and expenses incurred by the Employer in cancelling the Employee's Employee Work Permit and/or Employer Sponsored Residency Visa, if applicable; and

(d) must not make the cancellation of the Employee's Employer Sponsored Residency Visa by the Employer conditional on the Employee waiving any rights under these Regulations or making any payment to the Employer.

(4) Without prejudice to an Employee's right to pursue any other remedy, an Employer who contravenes this section 4 shall be liable to a fine not exceeding level 7 on the Fines Scale.

(5) Where an Employer fails to comply with subsection (3)(b), the Employee may apply to the Registrar for cancellation of the Employee's Employee Work Permit and Employer Sponsored Residency Visa, if applicable, in accordance with any rules or guidance issued by the Registrar.

(6) Upon receipt of an application under subsection (5), the Registrar may take such steps as the Registrar considers necessary to facilitate the cancellation of the Employee's Employer Sponsored Residency Visa, if applicable, where:

(a) the Registrar is satisfied that the Employer has failed to comply with subsection (3)(b); and

(b) the Employer has not, within such period as may be specified by the Registrar, provided a written objection supported by evidence as to why the cancellation should not proceed.

**5. Right to a written contract[4]**

~~(1) An Employee may only be employed pursuant to a written Employment Contract in English and signed by both the Employer and the Employee.~~

(1) ~~(2)~~ The Employer must provide the Employee with a ~~copy of the~~ written Employment Contract that has been signed by both the Employer and the Employee as soon as reasonably practicable but in any event no later than one (1) month after the commencement of the Employee's employment.

[4] Amended 28 October 2025

(2) ~~(3)~~ The Employer must ensure that any Employee who does not have sufficient competency in the written English language understands the terms of the Employment Contract before signing it**.**

(3) ~~(4)~~ The Employment Contract must include as a minimum –

(a) the names of the Employer and Employee;

(b) the date of commencement of the Employee's employment;

(c) the Employee's job title;

(d) the Employee's Wages;

(e) the applicable Pay Period;

(f) any terms and conditions relating to -

(i) hours ~~or~~and days of work;

(ii) vacation leave; and

(iii) sick leave and sick pay;

(g) the length of notice that the Employee and the Employer are obliged to give and are entitled to receive to terminate the Employment Contract;

(h) where the Employment Contract is not intended to be for an indefinite duration, the period for which it is expected to continue or the date when it is to end;

(i) the Employee's place of work or, if applicable, confirmation that the Employee is a Remote Employee;

(j) a reference to any disciplinary rules and/or grievance procedures applicable to the Employee;

(k) confirmation that it is governed by the laws of the ADGM; and

(l) any other matter that may be prescribed by rules made by the Board.

(4) ~~(5)~~ An Employer who contravenes this section 5 shall be liable to a fine not exceeding level 3 on the Fines Scale.

**6. Amendments to the Employment Contract**

(1) Any amendment to an Employment Contract must be in writing and signed by both the Employer and Employee, unless such amendment is of an administrative nature only, in which case the Employer shall be required to record such amendment in writing and to give written notice thereof to the Employee prior to the amendment taking effect.

**7. Right to a pay statement[5]**

(1) An Employer shall make available to an Employee, on or around the date on which the Employee is paid their Wages, a written pay statement that includes –

(a) the amount of the Wages payable; and

(b) the amount of and reason for any deductions from the Wages.

(2) An Employer satisfies the requirement in subsection (1) if it provides electronic access to the pay statement and the Employee is able to obtain a hard copy of the statement.

(3) Without prejudice to an Employee's right to pursue any other remedy, an Employer who contravenes this section 7 shall be liable to a fine not exceeding level 3 on the Fines Scale.

**8. Probationary period**

(1) The Employer may subject the Employee to a probationary period provided that such period is specified in the Employment Contract and does not exceed –

(a) six (6) months; or

(b) if the term of the Employment Contract is six (6) months or less, half the period of the term.

(2) During the probationary period –

(a) subject to the Employer's approval, the Employee may take leave in accordance with sections 21, 23 and 24;

(b) the Employee will be entitled to sick leave in accordance with section 29;

(c) the Employee will not be entitled to sick pay under section 30;

(d) sections 27, ~~32,~~ 33, 34(2), 36, 56, 58, 59 and 61 shall not apply;

(e) either the Employer or the Employee may terminate the Employment Contract without cause by giving the other no less than one (1) week's written notice;

(f) either the Employer or the Employee may terminate the Employment Contract immediately for cause in accordance with section 57; and

(g) if the Employee's employment is terminated by either the Employer or the Employee, the Employer is required to provide an Employee with a one-way repatriation flight in accordance with section 62.

**9. Employment records[6]**

(1) For each Employee, the Employer shall keep records of the following information –

[5] Amended 28 October 2025
[6] Amended 28 October 2025

(a) a copy of the Employee's Employment Contract;

(b) a copy of the Employee's passport, telephone number and personal email address;

(c) the date of commencement of the Employee's employment with the Employer;

(d) the Employee's Wages (gross and net, where applicable), and the applicable Pay Period;

(e) the benefits provided to the Employee by the Employer;

(f) each deduction made from the Employee's Wages and the reason for it;

(g) the dates of the vacation leave taken by the Employee;

(h) any sick leave taken by and sick pay paid to the Employee;

(i) any repatriation flight paid for by the Employer for the Employee; and

(j) the amount of any end of service gratuity paid to the Employee on termination of the Employee's employment.

(2) Records prescribed in subsection (1) shall be –

(a) in English;

(b) accessible at the Employer's principal place of business in the ADGM; and

(c) retained by the Employer in accordance with the ADGM Data Protection Regulations 2021.

(3) Records prescribed in subsection (1) may be retained in electronic format.

(4) Without prejudice to an Employee's right to pursue any other remedy, an Employer who contravenes this section 9 may be liable for a fine not exceeding level 7 on the Fines Scale.

## PART 2: PART-TIME EMPLOYEES AND REMOTE EMPLOYEES

### 10. Pro-rata entitlements for Part-Time Employees

(1) If a Part-Time Employee's Employment Contract provides for the Part-Time Employee to work every day of the Employer's working week, the Part-Time Employee's entitlements under sections 21, 27, 29, 30, 32, 33 and 34(1) shall not be pro-rated.

(2) If a Part-Time Employee's Employment Contract stipulates less than five (5) working days per week, the Part-Time Employee's entitlements shall be pro-rated as follows –

(a) the days worked by the Part-Time Employee during the working week shall be calculated as a percentage of the number of days worked by the Employer's full time Employees during the working week; and

(b) the percentage derived from the calculation in subsection (2)(a) shall be applied to the entitlements under sections 21, 27, 29, 30, 32, 33 and 34(1).

**11. Remote Employees**

(1) Where the Employer and Employee have agreed that an Employee can work remotely, either as a Remote Employee or as part of a hybrid working pattern whereby the Employee regularly works at the Employer's premises in addition to other locations agreed by the Employer, the Employer shall provide the Employee with and maintain the technical equipment which is necessary for the Employee to carry out the remote work, unless the Employer and Employee agree otherwise.

(2) For Remote Employees who reside in and work for the Employer in the UAE –

(a) sections 39, 40, 41, 42, 43, 44, 45 and 46 of these Regulations shall not apply; and

(b) the Employer shall comply with section 4.

(3) For Remote Employees who do not reside in and do not perform work in the UAE, sections 4, 38, 39, 40, 41, 42, 43, 44, 45, 46 and 49 of these Regulations shall not apply.

(4) Save for those sections which are expressly excluded above, references in these Regulations to "Employee" includes Remote Employees.

**PART 3: PROTECTION OF WAGES**

**12. Pay period**

(1) The Employer must pay the Employee the agreed Wages.

(2) The Pay Period during which the Employee's Wages are paid shall not exceed one (1) month and the Wages must be paid within fourteen (14) calendar days of the end of the relevant Pay Period.

**12A. Compulsory meeting with Registrar**

(1) Where the Registrar has reasonable grounds to believe that an Employer has failed to pay an Employee's Wages in accordance with section 12, the Registrar may require the Employer and Employee to attend a meeting in connection with the alleged failure to pay Wages.

(2) The Registrar must give written notice of the meeting to the Employer and Employee, specifying—

(a) the date, time and location of the meeting, and

(b) the grounds on which the Registrar has exercised its powers under subsection (1).

(3) An Employer and Employee who receive notice under subsection (2) must attend the meeting in accordance with such notice unless otherwise directed in writing by the Registrar.

(4) An Employer who fails to comply with this section 12A shall be liable to a fine not exceeding level 4 on the Fines Scale.

**13. No unauthorised deductions**

(1) An Employer shall not deduct from an Employee's Wages or accept a payment from an Employee unless –

(a) the deduction or payment is required or authorised under legislation that is applicable in the ADGM or the Employee's Employment Contract;

(b) the Employee has agreed in writing to the deduction or payment;

(c) the deduction or payment is a repayment for an overpayment, loan or advance; or

(d) the deduction or payment has been ordered by the Court.

**14. Late payment after termination**

(1) An Employer shall pay all Wages and any other amounts owing to an Employee, excluding any Variable Payment, within twenty-one (21) calendar days of the Employee's Termination Date.

(2) The payment of any Variable Payment may be deferred and subject to other reasonable conditions agreed in writing between the Employee and Employer.

(3) Subject to subsections (4), (5) and (6), if an Employer fails to comply with subsection (1), the Employer shall pay a penalty to the Employee equal to the Employee's Daily Wage for each calendar day that the Employer is in arrears of its payment obligations under subsection (1).

(4) A penalty pursuant to subsection (3) may be waived or reduced by the Court where it considers it just and equitable to do so having regard to the conduct of the Employer and the Employee.

(5) A penalty under subsection (3) may only be paid to an Employee if the amount due and not paid to the Employee in accordance with subsection (1) is in excess of the Employee's Wage for one (1) week.

(6) Any penalty under subsection (3) must not exceed the Employee's Daily Wage for six (6) months.

(7) A penalty under subsection (3) will only be triggered if the Employee's Termination Date falls after these Regulations come into force.

## PART 4: WORKING TIME AND LEAVE

**15. Maximum weekly working time[7]**

(1) An Employee's working time shall not exceed forty-eight (48) hours in a seven (7) calendar day period, unless the Employer has first obtained the Employee's consent

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in writing. An Employee may be entitled to overtime pay in respect of any hours worked in excess of the maximum weekly working time in accordance with rules or guidance issued by the Registrar.

(2) Without prejudice to an Employee's right to pursue any other remedy, an Employer who fails to comply with this section 15 shall be liable to a fine not exceeding level 3 on the Fines Scale.

**16. Excessive hours[8]**

(1) Notwithstanding any provision of this Part 4, an Employer shall not require or allow, directly or indirectly, an Employee to work hours which are detrimental to the Employee's health or safety.

(2) Without prejudice to an Employee's right to pursue any other remedy, an Employer who fails to comply with this section 16 shall be liable to a fine not exceeding level 3 on the Fines Scale.

**17. Reduced hours during Ramadan[9]**

(1) During the Holy month of Ramadan, Muslim Employees shall have their normal working hours reduced by twenty-five percent (25%) each Working Day. There shall be no reduction in an Employee's Wages as a result.

(2) Without prejudice to an Employee's right to pursue any other remedy, an Employer who fails to comply with this section 17 shall be liable to a fine not exceeding level 3 on the Fines Scale.

**18. Daily rest**

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

**19. Weekly rest period**

(1) Except where otherwise provided in rules made by the Board, an Employee is entitled to an uninterrupted rest period of not less than twenty-four (24) hours in each seven (7) calendar day period.

**20. Breaks**

(1) 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 during the Working Day. The rest and prayer breaks may be spent away from the Employee's workstation.

(2) Where on her return from Maternity Leave an Employee's normal working hours are more than six (6) hours in a Working Day, the Employee is entitled to at least one (1) nursing break of not less than one (1) hour in aggregate during the Working Day. The nursing break shall be in addition to the rest break referred to in subsection (1)

[8] Amended 28 October 2025
[9] Amended 28 October 2025

and the Employee's entitlement shall continue for nine (9) months after the Employee's actual date of childbirth.

**21. Vacation Leave**

(1) An Employee is entitled to minimum paid Vacation Leave of twenty (20) Working Days in each Vacation Leave Year.

(2) An Employee is entitled to carry forward accrued but untaken Vacation Leave into the next Vacation Leave Year for a maximum period of twelve (12) months after which any unused Vacation Leave carried forward from the previous Vacation Leave Year shall expire. The amount of accrued but untaken Vacation Leave to be carried forward may be agreed between the Employer and the Employee, provided that nothing shall prevent an Employee from carrying forward at least five (5) days of Vacation Leave in each Vacation Leave Year.

(3) Vacation Leave is exclusive of National Holidays to which an Employee is entitled.

(4) An Employee is entitled to be paid their Daily Wage during Vacation Leave.

**22. Payment in lieu of Vacation Leave**

(1) An Employee is not entitled to a payment in lieu of accrued but untaken Vacation Leave except on the termination of their employment and where otherwise agreed in writing by the Employer and Employee.

(2) Where an Employee's employment is terminated, the Employer shall pay the Employee in lieu of Vacation Leave accrued but not taken by the Employee. In the event that the Employee has taken more Vacation Leave than they have accrued at the Termination Date, the Employer may deduct an amount calculated in accordance with subsection (3) from any payments due to the Employee on the Termination Date.

(3) Payment in lieu of Vacation Leave shall be calculated using the Employee's Daily Wage at the Termination Date.

**23. Dates on which leave is taken**

(1) Subject to subsection (2), an Employee must obtain their Employer's consent before taking Vacation Leave, with such consent not to be unreasonably withheld.

(2) The Employer may require an Employee to take Vacation Leave on specified days in the current Vacation Leave Year by giving at least seven (7) calendar days' prior written notice to the Employee.

**24. Leave during the first year of employment**

(1) During the first year of an Employee's employment, the amount of Vacation Leave the Employee may take at any time is limited to the amount of Vacation Leave accrued by the Employee at the time of taking the Vacation Leave.

(2) Vacation Leave accrues during the Employee's first year of employment on a monthly basis at the rate of one-twelfth ($1/12^{th}$) of the Employee's annual entitlement to Vacation Leave.

**25. Entitlements under other provisions**

(1) Subject to sections 32(4), 33(4) and 34(5), where an Employee is entitled to a rest period, rest break, Vacation Leave, Maternity Leave or Paternity Leave under both these Regulations and an Employment Contract, the Employee may elect to take the more favourable provisions but not both.

**26. Entitlement to National Holidays**

(1) An Employee is entitled to leave on National Holidays that are announced in the UAE by the relevant Competent Authority which fall on a Working Day.

(2) An Employee is entitled to be paid their Daily Wage for National Holidays under subsection (1).

(3) If an Employee agrees to work on a National Holiday, in addition to their Daily Wage, the Employer must provide the Employee with either –

(a) a day of leave in lieu of each day worked on a National Holiday;

(b) payment of an amount equal to the Employee's Daily Wage for each day worked on a National Holiday; or

(c) payment of a pro-rated amount of the Employee's Daily Wage according to the period of time worked during the National Holiday.

**27. Special leave**

(1) A Muslim Employee with at least one (1) year of continuous employment with the Employer shall be entitled to special leave not exceeding thirty (30) calendar days without pay to perform the Hajj pilgrimage once during their employment with the Employer.

**28. Bereavement leave**

(1) An Employee shall be entitled to bereavement leave of five (5) Working Days on the death of an Employee's spouse, parent, child (including an adopted child) or sibling, subject to the Employee satisfying any evidential requirements reasonably requested by the Employer.

(2) An Employee is entitled to be paid their Daily Wage during any period of bereavement leave under subsection (1).

(3) The entitlement to bereavement leave under subsection (1) applies for each bereavement and must be utilised within one (1) month of the bereavement.

**29. Sick leave**

(1) An Employee is entitled to sick leave not exceeding sixty (60) Working Days in aggregate in any twelve (12) month period.

(2) An Employee who takes sick leave under this section shall personally, or have someone on their behalf, –

(a) as soon as reasonably practicable on the first Working Day of absence, notify the Employer of their absence due to sickness; and

(b) if required by the Employer, provide a sick certificate from a registered medical practitioner covering the entire period of absence.

(3) An Employer who would otherwise be liable to pay sick pay to an Employee is entitled to withhold the sick pay if the Employee fails to comply with subsection (2).

**30. Sick pay**

(1) After any probationary period, and subject to the Employee's compliance with section 29(2), an Employer shall pay an Employee sick pay as follows –

(a) one hundred percent (100%) of the Employee's Daily Wage for the first ten (10) Working Days of sick leave taken in a twelve (12) month period;

(b) fifty percent (50%) of the Employee's Daily Wage for the next twenty (20) Working Days of sick leave taken in the same twelve (12) month period; and

(c) the remaining thirty (30) Working Days of sick leave taken in the same twelve (12) month period shall be unpaid.

This section 30 refers to either consecutive or non-consecutive Working Days.

**31. National and Reserve Service**

(1) Employers and Employees in the ADGM shall comply with applicable laws concerning the national and reserve service.

## PART 5: PARENTAL RIGHTS

**32. Maternity Leave**

(1) A female Employee shall be entitled to Maternity Leave of sixty-five (65) Working Days.

(2) A female Employee shall be entitled to unpaid leave of sixty-five (65) Working Days immediately following Maternity Leave.

(3) ~~(2)~~ The maternity rights granted under sections 32 and 33 also apply to a female Employee who –

(a) is adopting a child of less than five (5) years old inside or outside the UAE and, in such cases, references to childbirth are treated as references to the date of adoption; or

(b) gives birth to a stillborn baby or suffers a miscarriage after the start of the twenty-fourth (24$^{th}$) week of her pregnancy.

(4) ~~(3)~~ Vacation Leave shall continue to accrue during Maternity Leave and may be taken separately.

(5) ~~(4)~~ A female Employee has the right to return to work at the end of Maternity Leave granted under this section 32 to either the same role or a suitable alternative on

substantially the same terms and conditions and with the same seniority rights she would have had if she had not taken Maternity Leave.

**33. Maternity Pay**

(1) An Employee shall be entitled to Maternity Pay in accordance with subsection (2) during Maternity Leave if she –

(a) has been continuously employed with her 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;

(c) provides a medical practitioner's certificate stating the expected or actual date of childbirth, if requested by the Employer; and

(d) notifies her Employer in writing at least twenty-one (21) calendar days before the date on which the Employee proposes to begin her Maternity Leave.

(2) An Employer shall pay Maternity Pay at –

(a) one hundred percent (100%) of the Employee's Daily Wage for the first thirty-three (33) Working Days of Maternity Leave; and

(b) fifty percent (50%) of the Employee's Daily Wage for the next thirty-two (32) Working Days of Maternity Leave.

(3) An Employee is not entitled to receive a payment in lieu of Maternity Leave.

(4) Any National Holidays falling on a Working Day during Maternity Leave shall be treated as additional leave thereby having the effect of extending the Maternity Leave by the period of the National Holiday.

(5) If the Employee’s employment is terminated by the Employer under section 56(2) during Maternity Leave, the Employer must pay the Employee the Maternity Pay which she would have received had her employment continued until the end of her Maternity Leave.

**34. Paternity Leave and Paternity pay**

(1) A male Employee, who becomes a father to –

(a) a newly-born child; or

(b) an adopted child of less than five (5) years old,

shall be entitled to minimum Paternity Leave of ~~five~~fifteen (~~5~~15) Working Days to be taken within two (2) months of the date of childbirth or the date of adoption subject to the Employee satisfying any evidential requirements reasonably requested by the Employer.

(2) An Employee is entitled to receive their Daily Wage during any period of Paternity Leave under subsection (1) if they have been continuously employed with their

Employer for at least twelve (12) months preceding the actual week of childbirth or week of adoption.

(3) A male Employee shall be entitled to unpaid leave of five (5) Working Days immediately following Paternity Leave.

(4) ~~(3)~~ The Employee is not entitled to receive a payment in lieu of Paternity Leave.

(5) ~~(4)~~ Any National Holidays falling on a Working Day during Paternity Leave shall be treated as additional leave thereby having the effect of extending the Paternity Leave by the period of the National Holiday.

## PART 6: ANTE-NATAL CARE

**35. Right to time off for ante-natal care and adoption proceedings**

(1) Subject to the Employee's compliance with subsection (2), an Employee –

(a) who is pregnant or whose wife is pregnant; and

(b) has, or whose wife has, on the advice of a registered medical practitioner made an appointment to receive ante-natal care,

is entitled to take reasonable time off during their working hours in order to attend the appointment.

(2) The Employee must provide their Employer with –

(a) reasonable advance notice of the ante-natal appointment;

(b) a medical practitioner's certificate confirming the pregnancy, if requested by the Employer; and

(c) appropriate evidence of the ante-natal appointment, if requested by the Employer.

(3) An Employee who is applying to adopt a child is entitled to take reasonable time off during their working hours to attend adoption proceedings, subject to the Employee –

(a) giving the Employer reasonable notice of the adoption proceedings; and

(b) satisfying any evidential requirements reasonably requested by the Employer.

**36. Right to remuneration for time off under section 35**

(1) An Employee is entitled to be paid their normal Hourly Rate for any time-off taken under section 35.

## PART 7: EMPLOYER'S OBLIGATIONS

**37. 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 discrimination, harassment and victimisation and is safe and without risks to an Employee's health.

**38. Health and safety duties**

(1) An Employer has a duty, as far as is reasonably practicable, to –

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

(b) provide information, instruction, training and supervision to Employees on health and safety hazards, in English or, if necessary, another language understood by the Employees, to prevent health and safety violations and reduce occupational hazards 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 be required to take;

(d) provide and maintain safe access to, and from, the Employer's workplace premises; and

(e) provide any other facilities or meet any other requirements as prescribed in any rules made by the Board.

**39. Ventilation**

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

**40. Temperature in indoor workplaces**

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

**41. Lighting**

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

**42. Cleanliness**

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

**43. Room dimensions and space**

(1) 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.

**44. Workstations and seating**

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

**45. Sanitary conveniences**

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

**46. Drinking water**

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

**47. 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; 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) Where an Employer dismisses or penalises an Employee in breach of this section 47, the Employer shall be liable to compensate the Employee in such amount as the Court considers just and equitable in all the circumstances.

**48. Work-related injury and illness[10]**

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

(2) Where an Employee sustains an injury as a result of an accident or illness arising out of or in the course of their employment, and the Employee can prove that such accident or illness was caused by the Employer's negligent action or inaction, the Employer shall be liable to the Employee for damages as determined by the Court and shall be liable to a fine not exceeding level 8 on the Fines Scale.

(3) Where an Employee dies as a result of an accident or illness arising out of or in the course of their employment, the Court may, upon application to the Court by the Employee's estate, award the Employee's estate compensation equal to no less than 24 months' Wages if the Court is satisfied that the Employee's accident or illness was caused by the Employer's negligent action or inaction.

**49. Health insurance**

(1) An Employer is required to obtain and maintain health insurance cover for its Employees and, where applicable, the Employee's dependents in accordance with the requirements of the relevant Competent Authority.

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**50. Liability of Employer for Employee conduct**

(1) Subject to subsection (2), an Employer may be liable for any act, attempted act, or omission of an Employee in breach of these Regulations in the course of their employment with the Employer.

(2) An Employer will only be vicariously liable under subsection (1) –

(a) where there is a claim for loss, damages, or compensation –

(i) if the act, attempted act, or omission to which the claim relates is sufficiently connected with an Employee's employment such that it would be fair and just to hold the Employer vicariously liable; and

(ii) the Employer is unable to show that it took all reasonable steps to prevent an Employee from carrying out that act, attempted act, or omission; and

(b) in the case of discrimination, harassment, or victimisation, if the Employer is unable to show that it took all reasonable steps to prevent an Employee from carrying out that act, attempted act, or omission.

**51. Contraventions[11]**

(1) Without prejudice to an Employee's right to pursue any other remedy, where an Employer fails to comply with Part 7, the Employer shall be liable to a fine not exceeding level 4 on the Fines Scale in each case, unless expressly stated otherwise under the relevant section.

## PART 8: EMPLOYEE'S OBLIGATIONS

**52. General duties of Employees**

(1) Employees shall, except as and to the extent specified in the Employment Contract –

(a) perform their employment duties with reasonable diligence and care;

(b) comply with the lawful and reasonable instructions of the Employer;

(c) take reasonable care of any of the Employer's property which is in the Employee's possession or control and to return such property to the Employer as soon as practicable following the Termination Date;

(d) not offer, promise, give, accept, or solicit any financial or other advantage, to induce the recipient or any other person to act improperly in the performance of their functions, or to reward them for acting improperly;

(e) not hold themselves in a position which may create a conflict of interest between the Employee and the Employer;

(f) serve the Employer faithfully; and

[11] Amended 28 October 2025

(g) not disclose to any third party any confidential information of the Employer, unless such disclosure is –

(i) in the proper course of the Employee's duties for the Employer;

(ii) authorised by the Employer; or

(iii) compelled by a Competent Authority, competent court or required or permitted by applicable law or regulation.

## PART 9: NON-DISCRIMINATION AND VICTIMISATION

### 53. 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) pregnancy and maternity;

(d) race;

(e) nationality;

(f) religion;

(g) age; and/or

(h) Disability.

(2) Discrimination for the purposes of subsection (1) means where –

(a) an Employee is treated less favourably than others would be treated in the same circumstances, or put at a disadvantage not faced by others, because of a prohibited ground in subsection (1);

(b) a provision, criterion, or practice is applied to an Employee which is discriminatory in relation to one of the prohibited grounds in subsection (1); or

(c) an Employee is subjected to unwanted treatment or conduct related to one of the prohibited grounds in subsection (1) which has the purpose or effect of creating an intimidating, hostile, degrading, humiliating, or offensive workplace for the Employee or violates an Employee's dignity.

(3) For the purposes of subsection (2)(b), a provision, criterion, or practice is discriminatory in relation to any of the prohibited grounds specified in subsection (1) if –

(a) an Employer applies, or would apply, it to persons with whom the Employee does not share the characteristic;

(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 (2)(a) and (2)(b). 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 53, an Employer discriminates against an Employee with a Disability if a physical feature of the workplace or if an applicable provision, criterion, or practice puts the disabled Employee at a substantial disadvantage in relation to a relevant matter in comparison with persons who are not disabled, and the Employer fails to take reasonable steps to overcome the disadvantage.

(6) For the purposes of this section 53, an Employer shall not be liable for discrimination on grounds of age if the Employer can show its treatment of the Employee to be a proportionate means of achieving a legitimate aim.

(7) No provision in this Part 9 precludes any law, program, or activity that has as its object the employment of UAE nationals or the amelioration of conditions of disadvantaged individuals or groups, including those that are disadvantaged because of Disability.

(8) Where an Employer discriminates against an Employee contrary to this section 53, the Employee may apply to the Court for a declaration to that effect and the Court –

(a) may order the Employer to make an award of compensation to the Employee of such amount as the Court considers just and equitable in all the circumstances, having regard to –

(i) the Employer's conduct in failing to comply with its obligations under section 53;

(ii) any injury to feelings suffered by the Employee; and

(iii) any loss suffered by the Employee as a result of the Employer's failure to comply with its obligations,

save that such award shall be subject to a maximum of three (3) years' Wages; and

(b) may order the Employer to take specified steps for the purpose of obviating or reducing the adverse effect of any matter to which the proceedings relate on the Employee or any other person.

**54. Victimisation**

(1) An Employer must not victimize an Employee.

(2) An Employer victimizes an Employee if it subjects the Employee to a detriment, including dismissal, because –

(a) the Employee does a protected act; or

(b) the Employer believes the Employee has done, or may do, a protected act.

(3) Each of the following is a protected act –

(a) bringing proceedings under this Part 9;

(b) giving evidence in connection with proceedings under this Part 9; and

(c) making a formal allegation to the Employer that the Employer or another person has contravened this Part 9.

(4) Giving false evidence or information, or making a false allegation, is not a protected act under subsection (3) if the evidence or information given or the allegation made is not in good faith.

(5) Where an Employer victimises an Employee contrary to this section 54, the Employee may apply to the Court for a declaration to that effect and the Court –

(a) may order the Employer to make an award of compensation to the Employee of such amount as the Court considers just and equitable in all the circumstances, having regard to –

(i) the Employer's conduct in failing to comply with its obligations under section 54;

(ii) any injury to feelings suffered by the Employee; and

(iii) any loss suffered by the Employee as a result of the Employer's failure to comply with its obligations,

save that such award shall be subject to a maximum of three (3) years' Wages; and

(b) may order the Employer to take specified steps for the purpose of obviating or reducing the adverse effect of any matter to which the proceedings relate on the Employee or any other person.

**54A. Protection for assertion of statutory rights**

(1) An Employer must not subject an Employee to any detriment, including dismissal, because the Employee —

(a) asserted, or indicated an intention to assert, a right conferred on them by these Regulations; or

(b) alleged in good faith that the Employer had infringed such a right.

(2) It is immaterial for the purposes of subsection (1) whether —

(a) the Employee has the right in question; or

(b) the right has been infringed,

provided the Employee's assertion or allegation was made in good faith.

(3) Where an Employer subjects an Employee to a detriment in breach of this section, the Employee may apply to the Court for a declaration to that effect and the Court —

(a) may order the Employer to make an award of compensation to the Employee of such amount as the Court considers just and equitable in all the circumstances, having regard to —

(i) the Employer's conduct in failing to comply with its obligations under this section;

(ii) any injury to feelings suffered by the Employee; and

(iii) any loss suffered by the Employee as a result of the Employer's failure to comply with its obligations,

save that such award shall be subject to a maximum of two (2) years' Wages; and

(b) may order the Employer to take specified steps for the purpose of obviating or reducing the adverse effect of any matter to which the proceedings relate on the Employee or any other person.

## PART 10: PROTECTED DISCLOSURES

**55. Retaliation by Employer**

(1) An Employee shall not be in breach of section 52(1)(g) of these Regulations for making a Protected Disclosure.

(2) An Employer shall not subject an Employee to any civil or contractual liability for making a Protected Disclosure. An Employer shall not enforce any contractual, civil or other remedy against an Employee for making a Protected Disclosure.

(3) An Employer and any related party of the Employer must not retaliate, or threaten to retaliate, against an Employee because the Employee intends to make or has made a Protected Disclosure.

(4) Retaliation includes, but is not limited to –

(a) dismissing or disciplining the Employee;

(b) retiring the Employee, or requiring or causing the Employee to retire or resign;

(c) refusing or omitting to offer or afford to the Employee the same terms of employment, conditions of work, fringe benefits, or opportunities for training, promotion, and transfer as are made available to other employees of the same or substantially similar qualifications, experience or skills employed in the same or substantially similar circumstances;

(d) otherwise subjecting the Employee to any action which is reasonably likely to cause detriment or disadvantage, whether due to any act or failure to act by the Employer or a related party of the Employer; or

(e) organising to do anything described in subsections (a)-(d).

(5) Where an Employer or any related party of an Employer retaliates or threatens to retaliate against an Employee in breach of subsection ~~(4)~~(3), the Employee may apply to the Court for a declaration to that effect and the Court –

(a) may order the Employer to make an award of compensation to the Employee of such amount as the Court considers just and equitable in all the circumstances, having regard to –

(i) the Employer's conduct in failing to comply with its obligations under section 55;

(ii) any injury to feelings suffered by the Employee; and

(iii) any loss suffered by the Employee as a result of the Employer's failure to comply with its obligations; and

(b) may order the Employer to take specified steps for the purpose of obviating or reducing the adverse effect of any matter to which the proceedings relate on the Employee or any other person.

## PART 11: TERMINATION OF EMPLOYMENT

**56. Rights of Employer and Employee to minimum notice of termination**

(1) An Employer or an Employee may terminate an Employee's employment in accordance with this section.

(2) Subject to subsections (3), (4) and (6), the written notice required to be given by an Employer or Employee to terminate an Employee's employment shall not be less than –

(a) seven (7) calendar days if the Employee's period of continuous employment with the Employer is less than three (3) months; or

(b) thirty (30) calendar days if the Employee's period of continuous employment with the Employer is three (3) months or more.

(3) The minimum period specified in subsection (2) does not prevent an Employer and Employee from agreeing in writing to a longer notice period.

(4) An Employer may only make a payment in lieu of all or part of an Employee's notice period with the Employee's written consent given by the Employee on or after notice of termination is given by either the Employee or the Employer in accordance with subsection (2).

(5) An Employer may require an Employee not to attend work or undertake their duties during all or part of the Employee's notice period.

(6) Subsection (2) does not apply where –

(a) either the Employer or Employee terminates the employment for cause in accordance with section 57;

(b) the employment of an Employee is terminated during the Employee's probationary period; or

(c) the Employee is employed under an Employment Contract where the Employee's employment will terminate on the expiry of a fixed term.

(7) Without prejudice to an Employee's right to pursue any other remedy, where the Employer fails to comply with subsection (2), the Employer will be liable to pay to the Employee a sum equal to the Wages and other benefits which the Employee would have received during the outstanding notice period.

**57. Termination for cause**

(1) An Employer or an Employee may terminate the Employee's employment with immediate effect for cause due to the other party's conduct in circumstances where a reasonable Employer or Employee would consider termination with immediate effect for cause to be warranted.

(2) Where an Employee terminates the employment for cause in accordance with subsection (1), the Employee shall be entitled to receive a sum equal to the Wages and other benefits which the Employee would have received during their notice period.

**58. Right to written statement of reasons for termination[12]**

(1) Upon the written request of an Employee, an Employer shall provide the Employee with a written statement of the reason for the termination of the Employee's employment within twenty-one (21) calendar days of receipt of such request.

(2) Without prejudice to an Employee's right to pursue any other remedy, where an Employer unreasonably fails to comply with subsection (1), the Employer shall be liable to a fine not exceeding level 2 on the Fines Scale.

**59. Right to an employment reference[13]**

(1) Following the termination of an Employee's employment and upon the written request of an Employee, an Employer shall provide the Employee with an employment reference within twenty-one (21) calendar days of receipt of such request.

(2) The employment reference shall state –

(a) the name of the Employer and the Employee;

(b) the Employee's commencement date and Termination Date;

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(c) the job title of the position held by the Employee at the Termination Date; and

(d) if requested by the Employee, the Wages of the Employee at the Termination Date.

(3) Without prejudice to an Employee's right to pursue any other remedy, where an Employer unreasonably fails to comply with subsection (1), the Employer shall be liable to a fine not exceeding level 2 on the Fines Scale.

**60. Pension for UAE and GCC nationals**

(1) Where an Employee is a UAE or a GCC National –

(a) the Employer shall enrol the Employee in the relevant UAE federal pension scheme in accordance with applicable legislation within thirty (30) calendar days of the commencement of the Employee's employment and shall make the requisite pension contributions into the scheme; and

(b) they shall not be eligible to receive end of service gratuity under section 61 unless the Employee has the written approval of the applicable pension authority not to participate in the applicable statutory pension scheme and has provided a copy of that written approval to the Employer prior to, or within thirty (30) calendar days of, the commencement of their employment.

**61. End of service gratuity**

(1) Subject to subsection (5), an Employee who completes continuous employment of one (1) year or more with their Employer is entitled to an end of service gratuity on the termination of their employment regardless of the reason for termination.

(2) An Employee's end of service gratuity shall be calculated as follows –

(a) twenty-one (21) days' Basic Wage for each year of the first five (5) years of service with the Employer; and

(b) thirty (30) days' Basic Wage for each additional year of service with the Employer.

(3) For the purposes of calculating an Employee's end of service gratuity –

(a) the Employee's Basic Wage shall be their Basic Wage at the Termination Date;

(b) the daily rate of the Employee's Basic Wage shall be calculated by dividing the Employee's Basic Wage by three hundred and sixty-five (365);

(c) the Employee's Basic Wage must not be less than fifty percent (50%) of the Employee's Wages;

(d) where an Employee is employed under multiple successive fixed-term employment contracts, the Employee's total period of service with the Employer must be used when determining their length of service; and

(e) where the Termination Date occurs part way through a year of service, the end of service gratuity for the part year of service must be calculated on a pro-rata basis.

(4) The Employer may deduct from the end of service gratuity any amounts owed to the Employer by the Employee.

(5) As an alternative to receiving an end of service gratuity under subsection (2), an Employer may give an Employee the option, in writing, of participating in a pension or savings scheme.

(6) Where an Employee has received an option to participate in a pension or savings scheme in accordance with subsection (5), the Employee must confirm their choice in writing. If the Employee chooses to participate in the pension or savings scheme, they will not be entitled to any end of service gratuity under subsection (2) unless otherwise agreed by the Employer.

**62. Repatriation Flight**

(1) Within thirty (30) calendar days of the Termination Date, the Employer is required to provide an Employee with a one-way repatriation flight to the Employee's country of origin, or other country agreed with the Employee, unless –

(a) the Employee is a Remote Employee who does not reside in and does not perform work in the UAE;

(b) the Employee obtains alternative employment or visa sponsorship in the UAE within thirty (30) calendar days of the cancellation of their Employee Work Permit; or

(c) the Employee's employment has been terminated by the Employer for cause in accordance with these Regulations.

(2) An Employer may elect to either book an Employee's repatriation flight directly or reimburse the Employee for the cost incurred in booking their own repatriation flight.

## PART 12: SANCTIONS AND PROCEDURAL REQUIREMENTS

**63. Procedures and Powers of the Registrar[14]**

(1) The procedural formalities and protections afforded to an Employer must be commensurate with the gravity or seriousness of the proposed action.

(2) If the Registrar considers that an Employer has contravened a relevant requirement, it may take any or all of the following courses of action in relation to the Employer –

(a) it may impose on the Employer any enforcement actions set out in Part 8 of the Administrative Regulations in relation to such contravention; and/or

(b) enter into an enforceable undertaking in accordance with section 32 of the Administrative Regulations.

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(3) If the Registrar proposes to impose any sanction pursuant to its power under this section 63, it must follow the procedure for Tier 1 or Tier 2 Contraventions (as applicable) in accordance with the Administrative Regulations.

(4) Any financial penalty imposed by the Registrar shall not exceed the amount specified for level 8 on the Fines Scale.

(5) In this Part-

(a) a "relevant requirement" means a requirement with which an Employer must comply under these Regulations or any subordinate rules; and

(b) references in the Administrative Regulations to "Person" shall be read as references to an Employer.

**64. [DELETED]**

**65. [DELETED]**

**66. [DELETED]**

**67. [DELETED]**

**68. [DELETED]**

**69. [DELETED]**

## PART 13: GENERAL

**70. Rule-making power of the Board**

(1) The Board may make such rules applying to matters within the scope and objectives of these Regulations as appear to the Board to be in the interests of the ADGM.

(2) Rules made by the Board in accordance with this section may contain such incidental, supplemental, consequential and transitional provision as the Board considers appropriate.

**71. Administration of the Regulations**

(1) The Registrar shall administer these Regulations and perform the functions and exercise the powers assigned to it under these Regulations and any subordinate rules issued under these Regulations.

(2) The Registrar has the authority to prescribe such forms as it considers necessary for the purpose of these Regulations and may approve and issue such guidance or directions as are required for the proper administration of these Regulations.

(3) The Registrar has the power to monitor (including by means of inspections) an Employer's premises for compliance with these Regulations and subordinate rules made under these Regulations at such time and place as may reasonably be specified by the Registrar, and to impose and enforce fines or other disciplinary measures for contraventions.

(4) The Registrar may give directions to an Employer requiring it to provide such documents or provide such information or data as may be specified in the directions.

The Registrar may take copies of, or extracts from, a document produced under such direction.

(5) The Registrar is the sole Competent Authority to issue an Employee Work Permit and the Registrar may, in its sole discretion, revoke an Employee Work Permit if deemed to be in the best interests of ADGM.

(6) The Registrar may, by direction or circular, require Employers to submit an annual employment-related return in accordance with guidance issued by the Registrar.

**72. Court declaration and compensation**

(1) Where the Employer fails to comply with their obligations under these Regulations, the Employee may apply to the Court for a declaration to that effect and the Court may, at its discretion, order the Employer to remedy the failure by complying with the relevant obligation and/or, where these Regulations do not otherwise provide for a remedy for breach of the obligation, make an award of compensation to the Employee of such amount as the Court considers just and equitable in all the circumstances, having regard to –

(a) the Employer's conduct in failing to comply with its obligations; and

(b) any loss suffered by the Employee as a result of the Employer's failure to comply with its obligations.

**73. Fees Payable to the Registrar**

(1) The Board may make rules requiring the payment to the Registrar of fees in respect of –

(a) the performance of any of the Registrar's functions; or

(b) the provision by the Registrar of services or facilities for purposes incidental to, or otherwise connected with, the performance of any of the Registrar's functions.

(2) The rules made by the Board may –

(a) provide for the amount of fees to be fixed by or determined under the rules;

(b) provide for different fees to be payable in respect of the same matter in different circumstances;

(c) specify the person by whom any fee payable under the rules is to be paid; and

(d) specify when and how fees are to be paid.

**74. General false statement contravention**

(1) A person who, in purported compliance with a requirement imposed on them under these Regulations or any rules made under these Regulations:

(a) provides information which they know to be false, misleading or deceptive in a material particular; or

(b) recklessly provides information which is false, misleading or deceptive in a material particular,

commits a contravention of these Regulations and shall be liable to a fine not exceeding level 8 on the Fines Scale.

**75.** ~~74.~~ **Interpretation**[15]

(1) In these Regulations, unless the context indicates otherwise, the defined terms listed below shall have the corresponding meanings –

**"ADGM"** means the Abu Dhabi Global Market, as defined in Abu Dhabi Law No. 4 of 2013, as amended;

**"Administrative Regulations"** means the Administrative Regulations 2025;

**"Basic Wage"** means an Employee's Wage excluding allowances or Variable ~~Pay~~Payment;

**"Board"** means the Board of Directors of ADGM;

**"Competent Authority"** means any UAE federal or Abu Dhabi governmental, judicial or regulatory authority, including the ADGM;

**"Court"** has the meaning given to that term in the ADGM Courts, Civil Evidence, Judgments, Enforcement and Judicial Appointments Regulations 2015;

**"Daily Wage"** means –

(a) for an Employee that works five (5) days per week, an Employee's annual Wage divided by two hundred and sixty (260); or

(b) in all other cases, an Employee's annual Wage divided by the product of (i) the average number of days worked by the Employee each week in the preceding twelve (12) weeks; and (ii) multiplied by fifty-two (52);

**"Disability"** means a physical or mental impairment that has a substantial and long-term adverse effect on an Employee's ability to carry out their duties in accordance with the Employment Contract. 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 employed by an Employer under an Employment Contract who –

(a) is based within or is ordinarily working within or from the ADGM for an Employer; or

(b) agrees in an Employment Contract to be subject to these Regulations;

**"Employee Work Permit"** means an ADGM work permit issued to an Employee to enable them to work for their Employer;

**"Employer"** means –

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(a) a person which is incorporated, established or registered in the ADGM; or

(b) ADGM,

and employs one or more Employees;

**"Employer Sponsored Residency Visa"** means the Employee's UAE residency visa if they are sponsored by their Employer;

**"Employment Contract"** means a contract of service whether ~~written~~express or implied and whether oral or in writing as agreed between an Employer and an Employee, provided that any written Employment Contract must be in English;

**"Fines Scale"** means the standard fines scale set out in Schedule 1 of the Administrative Regulations;

**"GCC National"** means a person who is a national of a country that is a member of the Cooperation Council for the Arab States of the Gulf;

**"Hourly Rate"** means the Employee's Daily Wage divided by the number of normal working hours in a Working Day for that Employee;

**"Maternity Leave"** means the maternity leave entitlement under section 32(1);

**"Maternity Pay"** means the entitlement to pay during Maternity Leave under section 33(1);

**"National Holidays"** means the national holidays provided for under section 26(1);

**"Part-Time Employee"** means an Employee whose Employment Contract stipulates –

(a) less than eight (8) working hours per Working Day;

(b) less than five (5) Working Days per week; or

(c) terms of employment which otherwise do not constitute full time working under the Employer's normal practices;

**"Paternity Leave"** means the paternity leave entitlement under section 34(1);

**"Pay Period"** means the hourly, daily or monthly period by which an Employee's pay is determined in their Employment Contract;

**"Protected Disclosure"** means a protected disclosure as defined in the Whistleblower Protection Regulations 2024;

**"Remote Employee"** means an individual –

(a) who resides either inside or outside of the UAE; and

(b) whose normal place of work is not the Employer's premises in the ADGM;

**"Termination Date"** means –

(a) where an Employment Contract is terminated on notice, the date on which the notice period expires;

(b) where an Employment Contract is terminated immediately for cause, the date on which the Employee or Employer is notified of the termination of the Employee's employment; ~~and~~or

(c) where an Employment Contract is for a fixed-term and is not terminated by either the Employer or the Employee prior to the expiry of the fixed-term, the date on which the fixed-term expires;

**"UAE"** means the United Arab Emirates;

**"UAE Labour Law"** means UAE Federal Law No. 33 of 2021, as amended;

**"Vacation Leave"** means the vacation leave entitlement under section ~~23(1)~~23(1);

**"Vacation Leave Year"** means either:

(a) the vacation leave year specified by the Employer in the Employment Contract or company policy; or

(b) where no vacation leave year is specified by the Employer in the Employment Contract or company policy, the calendar year commencing on 1 January and ending on 31 December~~.~~;

**"Variable Payment"** means any bonus, commission, drawing, distribution, grant, incentive, expense or any other payment made by an Employer to an Employee that is –

(a) discretionary;

(b) calculated by reference to the profits of the Employer or an affiliate of the Employer;

(c) non-recurring; and/or

(d) subject to variation depending on the performance of the Employer and/or the Employee;

**"Wages"** means all payments made to an Employee in consideration for work done or services provided under the Employment Contract, excluding any Variable ~~Pay~~Payment; and

**"Working Day"** means an Employee's working day as agreed with their Employer.

**76.** ~~75.~~ **Short title, application, commencement**[16]

(1) These Regulations may be cited as the Employment Regulations 2024.

(2) Subject to subsection (3), these Regulations shall apply to all Employers and Employees.

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(3) These Regulations shall not apply to –

(a) Employers which hold a dual licence issued by the Abu Dhabi Department of Economic Development and whose employees are governed by the UAE Labour Law; or

(b) Employers which have been designated by the Board as exempt pursuant to the Commercial Licensing Regulations (Exemptions Order) 2025.

(4) ~~These Regulations shall come into force on 1 April 2025.~~ The Board may, by rules, make any transitional, transitory, consequential, saving, incidental or supplementary provision in relation to the commencement of these Regulations as the Board thinks fit.

(5) The Employment Regulations 2019 and the Employment Regulations 2019 (Compensation Awards and Limits) Rules 2019 are repealed with effect from the date these Regulations come into force.