

Fact Sheet: Employing Domestic Workers in the UAE

Nannies, maids, gardeners and drivers are an integral part of everyday family life in the Arab world. The employment of domestic workers is also common in the United Arab Emirates ("UAE"). It should be noted that their employment is subject to different regulations than those applicable to employees in companies.

Fact 1

Legal Basis

Federal Law No. 10 of 2017 as amended regulates the employment of domestic workers. Only with regard to the definition and legal consequences of an occupational injury, the provisions of UAE Labour Law, i.e. Federal Law No. 8 of 1980 as amended, apply.

Fact 2

Responsible Authority

The competent authority is the Ministry of Human Resources & Emiratisation ("MoHRE"). However, the actual point of contact for matters relating to the employment of domestic workers are the so-called Tadbeer Centres. All relevant applications must be submitted to one of these centres.

Fact 3

Standard Employment Contract

The Tadbeer Centres act as a kind of typing office and fill out the standard employment contract for domestic workers as provided by MoHRE. This document does not offer any room for individual amendments. Only the names of the parties, the job title of the domestic worker, the place of employment and the salary can be inserted.

The standard employment contract refers to an annex which further defines the legal relationship between the parties. Although the Tadbeer Centres tend not to print out the annex as it does not need to be signed by the parties, it is nevertheless recommendable to insist on the annex to be handed over. This is the only way for the employer and the domestic worker to get a full picture of each other's rights and obligations.

The standard employment contract always provides for a fixed term of either one year or two years. The actual length of the fixed-term contract depends on which person or company provides the residence visa to the domestic worker, i.e. an Emirati national, a foreigner or the Tadbeer Centre itself.

Fact 4

Sponsoring

The employer himself or the Tadbeer Centre can act as the sponsor of the domestic worker. If a foreign employer wishes to provide the domestic worker with the residence visa, the document will be valid for one year and can be renewed for further one-year terms at the end of each period. Emirati

nationals can sponsor domestic workers either for one year or for two years.

If the employer decides that the Tadbeer Centre should act as the sponsor, he can choose between a validity of the domestic worker's residence visa of one year or two years. In such case, it should be noted that the employer must provide the Tadbeer Centre with the salary for the entire contract period in the form of postdated cheques at the beginning of the employment relationship. In addition, the employer must deposit a guarantee with the Tadbeer Centre and pay an administration fee to cover the Tadbeer Centre's expenses for the monthly salary payments to the domestic worker.

Fact 5

Working Hours

A domestic worker may work for the employer for a maximum of twelve hours a day. A rest period of at least eight consecutive hours must be observed.

In addition, the domestic worker must be granted one paid day off per week. If the domestic worker has to work for the employer during the day off, he must either be granted another day off or be compensated with an additional daily wage for the overtime.

Fact 6

Sick Leave

The domestic worker is entitled to 30 days sick leave per year of employment. The first 15 days are paid at the agreed salary. For the remaining 15 days of illness, however, the domestic worker does not have to be paid.

Fact 7

Notice of Termination

Neither the employer nor the domestic worker is subject to a statutory notice period. Hence, both parties can terminate the employment relationship with immediate effect at any time, i.e. even before the end of the fixed term.

This is mainly due to the fact that the domestic worker often lives with the employer. If the trust is so shaken that one of the parties wishes to end the employment relationship, an immediate termination should be possible. However, it has to be noted that the party serving notice of termination owes the other party compensation amounting to one month's salary.



Fact 8

Severance Pay

For some years now, domestic workers have been entitled to severance pay at the end of their employment relationship.

If a domestic worker has worked for the employer for at least one year, he is entitled to severance pay of 14 days basic salary per year of service at the end of the employment relationship. For incomplete years of employment, the entitlement is calculated pro rata. It may therefore be considered to divide the total salary into basic salary and allowances. In this regard, the standard employment contract provides for a split into basic salary, allowance for accommodation, allowance for air travel and other allowances.

Domestic workers have the right to receive the severance pay at the end of each contract period. If the domestic worker continues to be employed under a new fixed-term contract, the severance pay for the new contract period must again be paid at the end of the new employment relationship.

There is no entitlement to severance pay if the domestic worker has been absent from work for more than ten consecutive days or for 15 individual days without justification or if the domestic worker terminates the employment relationship without reasonable cause.

Do you have questions? – We would be glad to answer them!

From our office located in the heart of Dubai, our team of German attorneys has been advising small and medium-sized companies, corporations and individuals on the laws of the United Arab Emirates for more than 15 years. Our areas of expertise include corporate law (in particular business set-up), commercial agency law, employment law as well as tenancy and real estate law. We would be happy to attend to your questions as well. Contact us!

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