

EMPLOYMENT REGULATIONS 2015 (COMPENSATION AWARDS AND LIMITS) RULES 2016

Date of Adoption: 28 January 2016

The Board of Directors of the Abu Dhabi Global Market, in implementation of section 62 of the Employment Regulations 2015, hereby makes the following rules:-

1. Citation, commencement and interpretation

- (1) These Rules may be cited as the Employment Regulations 2015 (Compensation Awards and Limits) Rules 2015.
- (2) These Rules shall come into force on the date of their publication.
- (3) In these Rules -
 - (a) references to Sections shall mean references to the relevant Sections of the Regulations unless referring to Sections of these Rules; and
 - (b) "Regulations" means the Employment Regulations 2015.
- (4) Terms used in these Rules which are defined in the Regulations shall have the meanings given to them in the Regulations.

2. Hiring Employees

- (1) Where an Employer fails to comply with any of Sections 2, 4 or 11, it shall be liable for a fine not exceeding level 7 on the standard fines scale in each case.
- (2) Where an Employer fails to comply with Section 3 it shall be liable for a fine not exceeding level 8 on the standard fines scale.
- (3) Where an Employer fails to give an Employee a written contract of employment as required by Section 5 (either because the Employer gives the Employee no written contract of employment or because the written contract of employment provided does not comply with what is required under Section 5),
 - (a) it shall be liable for a fine not exceeding level 3 on the standard fines scale; and
 - (b) the Employee may apply to the Court for a declaration to determine what matters ought to have been included in the written contract of employment so as to comply with Section 5.
- (4) Where an Employer fails to provide an Employee with a written itemised pay statement in accordance with Section 7 (either because the Employer gives the Employee no written itemised pay statement or because the written itemised pay statement provided does not comply with what is required under Section 7),
 - (a) it shall be liable for a fine not exceeding level 3 on the standard fines scale; and

- (b) the Employee may apply to the Court for a declaration to determine what matters ought to have been included in the written itemised pay statement so as to comply with Section 7 and/or whether any unnotified deductions have been made from the Employee's wages during the period of 13 weeks immediately prior to the date of the Employee's application to the Court (whether or not the deductions were made in breach of the contract of employment).
- (5) Where the Court makes a declaration under Rule 2(4) and finds that any unnotified deductions have been made from the Employee's wages during the period of 13 weeks immediately prior to the date of the Employee's application to the Court (whether or not the deductions were made in breach of the contract of employment), the Court may order the Employer to pay to the Employee a sum not exceeding the aggregate of the unnotified deductions so made. For the purposes of this Rule a deduction is an unnotified deduction if it is made without the Employer including such deduction in a written itemised pay statement given to the Employee in accordance with Section 7.

3. **Protection of Wages**

- (1) Where an Employer fails to comply with Section 12, the Employee may apply to the Court for a declaration to that effect and the Court shall 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:
- (a) the Employer's default in failing to comply with its obligations under Section 12; and
 - (b) any loss sustained by the Employee which is attributable to the matters complained of.
- (2) Where an Employer fails to comply with Section 13, the Employee may apply to the Court for a declaration to that effect and the Court shall order the Employer to pay to the Employee compensation equal to the last daily wage for each day during which the Employer failed to comply. In the event that an Employee presents a claim to the Court alleging failure by the Employer to comply with Section 13 and the Employer disputes such claim and accordingly fails to comply with Section 13, that failure shall not by itself give rise to any sum payable by the Employer under this Section of these Rules.
- (3) Where an Employer makes a deduction from an Employee's wages or accepts a payment from an Employee which in either case is not authorised under Section 14, the Employee may apply to the Court for a declaration to that effect and the Court shall order the Employer to:
- (a) pay to the Employee the amount of any deduction made in contravention of Section 14;
 - (b) repay to the Employee the amount of any payment received by the Employer in contravention of Section 14; and

- (c) pay to the Employee (in addition to any sums payable under paragraphs (a) and (b) above) such amount as the Court considers appropriate in all the circumstances to compensate the Employee for any financial loss sustained by the Employee which is attributable to the matter complained of.
- (4) Where the Court orders an Employer to pay to the Employee the amount of a deduction made in contravention of Section 14 or orders an Employer to repay to the Employee the amount of any payment received in contravention of Section 14, the Employer shall not be entitled to recover such amounts paid to the Employee by any other means whatsoever.
- (5) Where a person fails to comply with Section 15, that person shall, in addition to any sum which may be payable by the Employer to the person seeking employment in accordance with Section 15(3), be liable to a fine not exceeding level 3 on the standard fines scale.

4. Working Time and Leave

- (1) Where an Employer fails to comply with any of Sections 16 to 18 inclusive, it shall be liable to a fine not exceeding level 3 on the standard fines scale.
- (2) Where an Employer refuses to permit an Employee to exercise any rights the Employee has under Sections 19, 20, 21, 22, 27, 28, 29, 30 and 31 (or pro-rata entitlements to such rights under Section 32), the Employee may apply to the Court for a declaration to that effect and the Court shall 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:
 - (a) the Employer's default in refusing to permit the Employee to exercise his right(s); and
 - (b) any loss sustained by the Employee which is attributable to the matters complained of.
- (3) Where either the Employer or the Employee has failed to pay to the other an amount due in respect of accrued but untaken vacation leave (or excessive vacation leave) on termination of employment under Section 23, the Employer or Employee to whom such payment is due may apply to the Court for a declaration to that effect and the Court shall order the Employer or Employee from whom such payment is due (as applicable) to pay to the Employer or Employee to whom such payment is due (as applicable) a sum equal to the sum it finds to be due under Section 23.

5. Maternity and Paternity Rights

- (1) Where an Employer refuses to permit an Employee to exercise any rights the Employee may have to take maternity or adoption leave under Section 33 or paternity leave under Section 35(1), or the Employer fails to comply with Section 36, the Employee may apply to the Court for a declaration to that effect and the Court shall 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:

- (a) the Employer's default in refusing to permit the Employee to exercise his right(s); and
 - (b) any loss sustained by the Employee which is attributable to the matters complained of.
- (2) Where an Employer fails to pay an Employee during maternity or adoption leave in accordance with Section 34, or fails to pay an Employee during paternity leave in accordance with Section 35(2), the Employee may apply to the Court for a declaration to that effect and the Court shall order the Employer to pay to the Employee a sum equal to the aggregate sum that the Employer was obliged to pay to the Employee under the applicable Section (or, where the Employer has paid the Employee during such period of leave but such payment is less than that required under the applicable Section, a sum equal to the difference between the aggregate of the payment made by the Employer and the aggregate of the sums required under the applicable Section).

6. Employer's Obligations

- (1) Where an Employer fails to comply with any of Sections 37 to 46 inclusive, it shall be liable to a fine not exceeding level 4 on the standard fines scale in each case.
- (2) Where an Employer dismisses or penalises an Employee in breach of Section 47(1), the Employee may apply to the Court for a declaration to that effect and the Court shall 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:
 - (a) the Employer's default in refusing to permit the Employee to exercise his right; and
 - (b) any loss sustained by the Employee which is attributable to the matters complained of.
- (3) Where an Employer fails to comply with Section 48 the Court shall order the Employer to meet or otherwise reimburse the Employee for all reasonable medical expenses incurred by the Employee in connection with such injury that would have otherwise been payable by the Employer in accordance with Section 48.
- (4) The scale of compensation for particular injuries for the purposes of Section 49(1) is set out in the Schedule to these Rules. In addition, where an Employee sustains an injury as a result of an accident arising out of or in the course of his employment, and the Employee can show that such accident arose as a result of the Employer's negligence or actions, the Employer shall be liable to a fine:
 - (a) not exceeding level 1 on the standard fines scale in the case of an Employer with five or fewer employees;
 - (b) not exceeding level 2 on the standard fines scale in the case of an Employer with more than five but fewer than ten employees; and
 - (c) not exceeding level 3 on the standard fines scale in the case of an Employer with ten or more employees.

- (5) Where an Employer has failed to pay to the Employee's named dependants the sum (or the full sum) due under Section 49(3), the Employee's named dependants may apply to the Court for a declaration to that effect and the Court shall order the Employer to pay to the Employee's named dependants a sum equal to the sum it finds to be due under Section 49(3) (or, where the Employer has paid a sum which is less than the full sum due under Section 49(3), a sum equal to the difference between the sum paid by the Employer and the full sum due under Section 49(3)).
- (6) Where an Employer fails to comply with Section 50 it shall be liable to a fine not exceeding level 3 on the standard fines scale and, in the event of an Employee suffering an injury as a result of an accident arising out of or in the course of his employment which the Court considers would be likely to have been covered by such health insurance had the Employer complied with its obligations under Section 50, the Court shall order the Employer to meet or otherwise reimburse the Employee for all reasonable medical expenses incurred by the Employee in connection with such injury.

7. **Time Off Work**

- (1) Where an Employer fails to comply with Section 52(1) (and the Employee has, if requested by the Employer, complied with Section 52(2)), it shall be liable to a fine not exceeding level 4 on the standard fines scale.

8. **Non-Discrimination**

- (1) Where an Employer discriminates against an Employee contrary to Section 55, the Employee may apply to the Court for a declaration to that effect and the Court:

- (a) shall 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 default in failing to comply with its obligations under Section 55;
- (ii) any injury to feelings incurred by the Employee; and
- (iii) any loss sustained by the Employee which is attributable to the matters complained of;

save that such award shall be subject to a maximum of three years' basic wages; and

- (b) may make recommendations to the Employer that, within a specified period, the Employer shall 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. Where an Employer fails to comply with any such recommendation within the period specified by the Court it shall be liable to a fine not exceeding level 6 on the standard fines scale.

9. Termination of Employment

- (1) Where, in terminating the employment of an Employee, the Employer fails to give the applicable period of notice in accordance with Section 56(2) (if applicable) (or the Employer fails to pay the Employee in lieu of the applicable period of notice), the Employee may apply to the Court for a declaration to that effect and the Court shall order the Employer to pay to the Employee a sum equal to the wages that the Employer would have otherwise been obliged to pay to the Employee under the Employee's contract of employment during or in respect of what should have been the applicable period of notice (or, where the Employer has given a period of notice (or made a payment in lieu of notice) but that period of notice (or payment in lieu of notice) is less than that required under Section 56(2), during or in respect of the period equal to the difference between the notice given by the Employer and the full period of notice required under Section 56(2)).
- (2) Where an Employee terminates his employment and fails to give the applicable period of notice in accordance with Section 56(2) (or gives a period of notice less than that required under Section 56(2)) the Employer may apply to the Court for a declaration to that effect and the Court may grant the Employer such remedies and compensation to be assessed in accordance with English common law.
- (3) Where an Employee terminates his employment for cause in accordance with Section 57(2), the Employee shall be treated for the purposes of Section 56(2) (and Section 9(1) of these Rules) as if he had been dismissed by the Employer and accordingly, in accordance with Section 9(1) of these Rules, may apply to the Court for a declaration under that Section of these Rules and the Court shall order the Employer to pay to the Employee a sum equal to the wages that the Employer would have otherwise been obliged to pay to the Employee under the Employee's contract of employment during or in respect of what should have been the applicable period of notice required to be given by the Employer to the Employee under Section 56(2).
- (4) Where, following the written request of an Employee in compliance with Section 58, the Employer:
 - (a) fails to provide the Employee with a written statement of the reasons for the Employee's dismissal within 14 days of the date on which such request was received by the Employer; or
 - (b) provides reasons which are inadequate or untrue;the Employee may apply to the Court for an award that the Employer shall pay to the Employee a sum equal to two weeks' basic wages.
- (5) Where, in terminating the employment of an Employee, the Employer fails to pay an Employee a gratuity payment in accordance with Section 60 (if applicable), the Employee may apply to the Court for a declaration to that effect and the Court shall order the Employer to pay to the Employee a sum equal to the gratuity payment that the Employer was obliged to pay to the Employee under Section 60 (or, where the Employer has paid a gratuity payment but such payment is less than the gratuity payment calculated in accordance with Section 60, a payment equal to the difference

between the payment made by the Employer and the full gratuity payment calculated under Section 60).

SCHEDULE

PERMANENT DISABILITIES / DISMEMBERMENT / INJURIES

Nature of permanent/disability/dismemberment/injuries	Maximum Percentage Payable
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 individual 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 a least 5 centimeters	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) The percentages specified above are the maximum percentages payable for a particular injury and the Court shall award the Employee such compensation (up to such maximum percentages) as the Court considers just and equitable in all the circumstances.
- (b) 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%.
- (c) Total loss may be the result of amputation or excision.
- (d) 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 finding of total loss.
- (e) 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 or 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.
- (f) 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.

- (g) For the avoidance of doubt, compensation shall not be awarded by the Court for any injuries suffered by an Employee which are emotional, psychological, or stress- or depression-related in nature in any way.
- (h) 100% is the monetary equivalent of twenty four (24) months' basic wages.