

UNITED ARAB EMIRATES
MINISTRY OF HUMAN RESOURCES
& EMIRATISATION

Guidelines

Remote Work

for the Private Sector

Issued by the Ministry of Human Resources and Emiratization – United Arab Emirates

What is the Definition of Remote Work?

Remote Work is a flexible work arrangement that enables an employee to perform their professional duties, in whole or in part, outside the employer's premises. This is facilitated through the utilization of modern telecommunication technologies and is governed by the specific terms and conditions stipulated in the employment contract executed between the employee and the employer.

Remote employees shall enjoy the same rights and be subject to the same obligations as their on-site counterparts. This parity extends to remuneration, working hours, leave entitlements, the provision of a safe working environment, and protection against all forms of discrimination, as set forth in the governing employment contract.



Employer Obligations

Employer Obligations

Provide the necessary technical services, electronic devices, and tools essential for the employee to perform their duties efficiently.

Define specific tasks and performance metrics; it is recommended that all communication be conducted electronically and be time-stamped.

Establish a mechanism for monitoring remote employees and produce all supporting documentation and records upon the request of the competent authority (Labor Inspector).

Observe all legal procedures regarding the termination of employment contracts and ensure the disbursement of all end-of-service entitlements within the statutory deadlines.

Execute a clear, certified employment contract that expressly defines the employee's salary, the nature of the work, working hours, and the term of the agreement.

Adhere to statutory working hours, ensuring the provision of mandated rest periods, weekly rest days, and the regulation of overtime in accordance with the applicable controls.

Enable employees to exercise their rights to annual leave, sick leave, and all other forms of leave prescribed by law.

Refrain from charging the employee any fees associated with employment or recruitment.

In the case of a National employee, and in addition to the requirements set forth above, the employer shall be obligated to:

- Register the National employee and remit monthly contributions to the Pensions and Social Insurance system, pursuant to the governing legislation, within one (1) month from the date of issuance of the work permit.
- Report any amendments to the employment contract that may impact the terms of benefits under the "Nafis" program.

Obligations of the Employee under the Remote Work Model

The employee shall perform their assigned tasks personally under the direction and supervision of the employer or their authorized representative. The employee is strictly prohibited from subcontracting or outsourcing the work to any other employee or third party.

All tools and equipment provided for the work must be used appropriately. Misuse of such tools and equipment is strictly prohibited.

The employee must adhere to the approved electronic monitoring and communication protocols, submitting productivity reports and deliverables in accordance with the agreed-upon schedules.

The employee shall maintain the utmost confidentiality regarding all information and data accessed by virtue of their employment. The employee must refrain from disclosing trade secrets and return all company custody items to the employer upon the termination of their services.

The employee is required to work during the approved business days and the specific working hours stipulated in the employment contract. The employee must communicate and respond effectively to ensure the efficient completion of assigned tasks.

The employee shall remain responsive via the approved communication channels during working hours and participate in virtual meetings as required by the exigencies of the work.

In the case of a National employee,
and in addition to the requirements set forth above, the employer shall be obligated to:

- Promptly notify the Ministry of any change in their employment status or personal data that may affect their eligibility for benefits under the **"Nafis"** program.
- Strictly adhere to the terms and standards governing the utilization of "Nafis" program benefits.

Working Hours for Remote Employees

Under the remote work model, working hours are explicitly stipulated in the employment contract, in alignment with the other work models adopted by the establishment.

Working hours are set at 8 hours per day, with a maximum of 48 hours per week, unless the employment contract provides otherwise in accordance with the approved controls.

The employee shall be granted a minimum of one (1) day of paid weekly rest, as determined by the employment contract or the establishment's internal bylaws.



The employee shall be entitled to **one or more daily rest periods**; however, these intervals shall not be counted as part of the actual effective working hours.

Any work performed in excess of the stipulated hours shall be deemed overtime. The employee shall be entitled to overtime pay calculated at the prescribed statutory rates.

Employee Leave Entitlements

Under the remote work model, employees shall be entitled to all statutory leaves prescribed by law. These entitlements shall be governed by the provisions of the employment contract, ensuring parity with all other employees.

Annual Leave



Remote employees shall be entitled to **an annual leave of 30 days** for each full year of service. For service exceeding six (6) months but less than one (1) year, the employee shall be entitled to **two (2) days for each month** of service.Upon the termination of the contractual relationship, the employee shall be entitled to a cash payment in lieu of their unused annual leave balance, calculated in accordance with the governing law of the United Arab Emirates.

Sick Leave



During the probationary period, the employee may take unpaid sick leave, provided a medical report from a certified authority is submitted.
After the probationary period, the employee shall be entitled to a 90 days of sick leave per year, structured as follows:

The first **15** days: Full pay.

The following **30** days: Half pay.

The remaining **45** days: Without pay.

Employee Leave Entitlements

Maternity Leave



A female employee working under the remote work model shall be entitled to **60 days** of maternity leave, applicable after six (6) months of pregnancy. The leave shall be remunerated **45 days at full pay and 15 days at half pay**.

In accordance with the governing law of the United Arab Emirates, **the employer must not terminate** the employee's services or issue a disciplinary warning due to pregnancy or the utilization of maternity leave.

Miscellaneous Leaves

Leave Type	Eligibility Criteria	Duration
Study	• The establishment may grant this leave to an employee enrolled in an accredited educational institution within the State. • The employee must have completed a minimum of two (2) years of service. عامل/عاملة	10 working days per annum.
National Service	Paid sabbatical leave National Employee	In accordance with the prevailing laws and regulations.
Bereavement	In the event of the death of: A spouse — Effective from the date of death. **5** days A father, mother, grandparent, sibling, child, or grandchild. — **3** days	
Parental	Applicable within the **first six (6) months** following the date of birth. A spouse	**5** business days

For further details regarding various leave types, please refer to Article 32 of the Federal Decree-Law No. 33 of 2021 regarding the Regulation of Labour Relations.

Health Insurance



The employer shall provide health insurance coverage to the employee in accordance with the prevailing legislation of the State. This mandate applies to employees under the remote work model in parity with all other employees.

To facilitate compliance for employers, the Ministry of Human Resources and Emiratisation (MOHRE)—in collaboration with the Federal Authority for Identity, Citizenship, Customs and Port Security, the Ministry of Health and Prevention, and various insurance providers—has launched a "Basic Health Insurance Package." Characterized by competitive premiums and nominal treatment costs, this package serves as a viable and efficient option for employers to secure insurance for their workforce as per the said Package.

Workers' Protection Insurance

The employer shall issue a Workers' Protection Insurance policy for employees operating under the remote work model adopted in the state, consistent with the requirements for all other employees within the establishment.

This insurance program provides coverage for the employee's full financial entitlements, including unpaid wages as stipulated in the insurance policy, in the event the employer defaults on or refrains from payment. The policy provides coverage up to a maximum limit of AED 20,000 for a duration of 30 months.

How may an employee avail of the Workers' Protection Insurance?

- An employee may submit a claim for the disbursement of their entitlements should the employer encounter financial distress or fail to settle wages and financial dues.
- Claims shall be initiated following the filing of a labor complaint through the Ministry's official channels: The Ministry's Web Portal, The MOHRE Smart Application or The Toll-Free Call Center: 80084.
- The Ministry shall evaluate the claim in coordination with the Insurance Pool. Upon verification that all statutory conditions have been met, the due amount shall be disbursed within the maximum coverage limits defined by the insurance policy.

Involuntary Loss of Employment (ILOE) Insurance

نظام التأمين ضد التعطّل عن العمل بدولة الإمارات
Involuntary Loss of Employment Scheme in UAE

Remote employees shall subscribe to the Involuntary Loss of Employment (ILOE) insurance scheme and remit the prescribed contributions in accordance with the regulatory controls applicable in the State. This scheme guarantees a cash benefit equivalent to 60% of the employee's contribution salary for a maximum duration of 3 months following the termination of services, providing a financial safety net during the search for new employment opportunities.

Insurance premiums are determined based on the employee's basic wage and are categorized into two tiers:

Tier 1: A premium not exceeding **AED 5** per month for those with a basic wage of AED 16,000 or less.

Tier 2: A premium not exceeding **AED 10** per month for those with a basic wage exceeding AED 16,000.

Subscription Channels

- The ILOE insurance provider's official website.
- The ILOE insurance provider's smart application.
- The ILOE insurance provider's dedicated call center.
- Business service centers.
- Kiosk machines.
- Licensed exchange houses.
- SMS services or via the monthly bills of telecommunication providers authorized within the State.

Conduct Constituting a Breach of Obligations

The following actions and omissions are deemed a breach of the remote work arrangement:

- Failure to engage or respond during official working hours without a valid excuse.
- Repeated failure to submit assigned tasks within the established deadlines.
- Engaging in personal activities or secondary employment during the agreed-upon working hours.
- Assigning or outsourcing duties to a third party without the prior consent of the employer.
- Registering presence without the actual performance of assigned duties.

The employer may initiate disciplinary proceedings in accordance with approved internal regulations, which may include the termination of services in the event of repeated material breaches of contract.

Frequently Asked Questions (FAQs) Regarding Compliance in the Remote Work Model and the "Nafis" Program



General Inquiries on Remote Work Compliance

Q	A
Does working remotely permit me to determine my own working hours?	No. Working hours are expressly stipulated in the employment contract. The employee shall be present and professionally engaged during these hours, mirroring the requirements for personnel working from the employer's premises.
Is logging into the system sufficient to demonstrate compliance?	No. Compliance in a remote work arrangement is measured by productivity levels and the quality of output, rather than mere digital presence or symbolic logging in.
Am I permitted to attend to personal tasks during working hours since I am working from home?	No. Designated working hours are strictly reserved for the performance of professional duties and assigned tasks.
May I work for another entity during my remote working hours?	You may not engage in any secondary activity or employment during the agreed-upon working hours, except in accordance with specific legal controls and subject to the prior consent of the employer.

General Inquiries on Remote Work Compliance

Q Does the employer have the right to monitor my activities electronically?

A Yes. The employer may implement approved monitoring mechanisms appropriate to the nature of the work, provided such measures are transparent and do not infringe upon the employee's dignity or right to privacy.

What are the consequences of failing to adhere to working hours or failing to complete assigned tasks?

Such failures constitute a breach of professional obligations and may result in administrative disciplinary measures as prescribed by the establishment's internal regulations.

Can my employment be terminated due to poor performance under the remote work model?

Performance evaluation standards apply to remote employees as they do to all other staff. Statutory and regulatory measures may be initiated if negligence is established, in accordance with approved controls.

Specific Inquiries for National Beneficiaries of the "Nafis" Program



Q	A
Does working remotely affect my eligibility for "Nafis" program benefits?	No. The work model (whether on-site or remote) does not impact your eligibility, provided that the contractual relationship remains valid and all program terms and approved regulatory standards are strictly observed.
Is adherence to working hours a prerequisite for continued "Nafis" benefits?	Yes. Entitlement to program benefits is strictly contingent upon the existence of a substantive and active employment relationship, which includes commitment to the assigned tasks and the agreed-upon working hours.
Can I claim "Nafis" benefits if I am not actually performing work?	No. Benefits under the "Nafis" program may not be claimed in the absence of actual work. A genuine and active employment relationship-evidenced by the performance of duties and adherence to stipulated working hours-is a mandatory requirement. The failure to perform work or a material breach of professional obligations shall be deemed an indicator of a non-genuine employment relationship. Such instances may result in legal repercussions for both the employer and the employee, pursuant to the prevailing legislation.
Am I required to notify the competent authorities of any changes in my employment status?	Yes. You are legally obligated to report any change in employment status, remuneration, or the nature of the contractual relationship that may affect the terms of eligibility for program benefits.
What are my responsibilities as a National beneficiary of "Nafis" within a remote work model?	Full commitment to the performance of duties and working hours, maintaining a substantive and productive employment relationship, and the transparent disclosure of any changes that may impact your eligibility.

The success of the remote work model is a shared responsibility

It is predicated upon the clarity of expectations, professional discipline, and comprehensive compliance with the laws and regulations of the State.

UNITED ARAB EMIRATES
MINISTRY OF HUMAN RESOURCES
& EMIRATISATION



600590000

@MOHRE_UAE

MOHRE's App

www.mohre.gov.ae