



## **EMPLOYMENT PRACTICES POLICY**

**(EPP)**

**AUGUST 2015**

## EMPLOYMENT PRACTICES POLICY (EPP)

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## 1 POLICY STATEMENTS

- 1.1 The Client wishes to set acceptable and fair working and living standards for all Employees that perform work on the Client's Projects.
- 1.2 The Client has therefore developed this Employment Practices Policy to be applied consistently by all Contractors and Sub-Contractors performing work on the Client's Projects as relevant on Saadiyat Island, Abu Dhabi.
- 1.3 The Contractor agrees to be bound by this Employment Practices Policy, which forms part of the Main Contract of Agreement between the Client and the Contractor for the completion of the Works covered by the Contract of Agreement and any variations thereof.

## 2 DEFINITIONS

Unless otherwise defined herein, the words and expressions set out in the Main Contract shall bear the same meaning in this Policy.

- 2.1 "**Agent**" means and includes any sub Agent, person or entity that recruits Employees for a Contractor.
- 2.2 "**Audit**" means a systematic and independent examination of operations of all Contractors in accordance with this policy.
- 2.3 "**Basic Wages**" means the monetary consideration given to an Employee in return for his service in terms of his Contract of Employment, which amount is used as a basis from which overtime and benefit calculations are made.
- 2.4 "**Contact Centre**" means the Contact Centre established by the Client in accordance with this [Policy](#).
- 2.5 "**Contract of Employment**" means any contract of employment (whether temporary or permanent) entered into by an Employee with a Contractor.
- 2.6 "**Client**" means Tourism Development and Investment Company PJSC, a public joint stock company established by decree under Law No 12 of 2005 and having its registered address at PO Box 126888, Abu Dhabi, United Arab Emirates also referred to as "Employer" in the Main Contract.
- 2.7 "**Compliance**" means the employee recruitment and welfare operations of all Contractors shall be in accordance with this Policy.
- 2.8 "**Contractor**" means the other Party to a Main Contract entered into with the Client with respect to project of works to which EPP is applicable on Saadiyat Island, Abu Dhabi, and shall be deemed to include all Sub-Contractors engaged by the Contractor pursuant to that Main Contract, .
- 2.9 "**DERP**" means the Designated Employment Relations Practitioner, nominated by the Contractors that do not have an ERP, to ensure that this Policy is implemented and complied with.
- 2.10 "**Employee**" means all daily, hourly and monthly paid employees including but not limited to staff and workers of the Contractor (excluding Temporary Employees) assigned to the Site by the Contractor.
- 2.11 "**EPCA**" means the Client's employment practices compliances auditor, or an independent auditor who may be appointed at the discretion of the Client, who shall assess compliance with the Policy and general employment practices on the Site and in the Village.
- 2.12 "**ER**" means an employment relation, comprising all employment and employment relations policies, practices and procedures of the Contractor to be applied on the Site.

- 2.13 "ERG" means the Employment Relations Group, constituted to communicate, promote and coordinate general employment practices in terms of this Policy.
- 2.14 "ERM" means the Employment Relations Manager, appointed by the Client to co-ordinate ER policies, practices and procedures of the Contractor.
- 2.15 "ERP" means the employment relations practitioner to be appointed by each Major Contractor to ensure that this Policy is implemented and complied with.
- 2.16 "**Industrial Action**" means and includes any collective form of withholding labour including work stoppages, refusal to work overtime as per Law, retardation or obstruction of work or any form of strike by Employees.
- 2.17 "**Industrial Action Handling Guidelines**" means the guidelines to be put in place by the Contractor pursuant to this Policy to handle any Industrial Action and which shall meet the minimum requirements as set out in Annexure E hereto, notwithstanding the compliance of those guidelines with the applicable laws, rules and regulations of the Government of Abu Dhabi.
- 2.18 "**Key Personnel**" has the meaning given to it in the Main Contract.
- 2.19 "**Labour Supplier**" means an agent, entity or person that supplies labour, directly or indirectly, to any Contractor or Sub-Contractor
- 2.20 "**Law**" means all national (or state) legislation, statutes, ordinances, laws, treaties, decrees, codes, resolutions, acts, rules, orders, directives, regulations, standards, decisions, judgments, injunctions, authorizations, by-laws, and any other legal requirements of any legally constituted public authority having jurisdiction over the Works, the Contractor or the Client.
- 2.21 "**Main Contract**" means the contract for construction works between the Client and the Contractor in relation to a Project of which this EPP forms part.
- 2.22 "**Major Contractor**" means a Contractor (including his Sub-Contractors), that employs more than 300 Employees on the Site.
- 2.23 "**Managerial Staff**" mean those employees of the Contractor who have the authority to hire, discipline and dismiss employees and to represent the Contractor internally and externally.
- 2.24 "**Misconduct**" means and includes any reason defined by Law or practice as being a sufficient ground for the dismissal of an Employee.
- 2.25 "**Parties**" means the Client and the Contractor and the term "Party" shall be construed accordingly.
- 2.26 "**Policy**" means this Employment Practices Policy (otherwise referred to as "**EPP**")
- 2.27 "**Project**" means a Project commissioned by the Client and has entered into a Contract of Agreements with the Contractor to execute all or parts of the related scope of work.
- 2.28 "**Penalty Policy**" means the policy annexed to this Policy at Annexure G, and also forms an integral part of the Contract of Agreement between the Client and the Contractor, which describes the mechanism and monetary thresholds for calculation of financial penalties to be imposed upon the Contractor in the event of its failure to comply with this Policy.
- 2.29 "**Records**" include, but are not limited to, all physical and electronic documents and data prepared by the Contractor in the regular course of business and relevant for the review of the Client or its Monitoring Agent to ensure compliance of the Contractor and its Sub-Contractor with the terms of the EPP. Such documents shall include, but not limited to , all log books, construction logs, records, progress reports, accounting records, schedules, health and safety records, quality assurance records, construction programmes, payroll records, receipts, statements, electronic files, correspondence, documents, video and audio recordings, agreements, notes, minutes of meetings, site diaries and site supervisors' reports,

invoices, receipts and vouchers, timesheets, payroll information, supplier of Materials (hereinafter called suppliers) and Subcontractor files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes.), original bid estimates, estimating worksheets, variation files, information detailing cash, trade discounts and volume rebates earned, insurance rebates and dividends.

- 2.30 **"Recruitment Fee"** means any recruitment monies or fees payable to an Agent or third party with regard to an Employee's assignment to the Site.
- 2.31 **"Site"** means the location, layout and boundaries of the Project as identified in the Main Contract as it relates to a TDIC owned and commissioned project on Saadiyat Island in Abu Dhabi..
- 2.32 **"Site Assignment Agreement"** (otherwise referred to as **"SAA"**) means the agreement in the format set out at Annexure D that each Contractor is required to explain to all employees the Contractor assign to work at the Site and the Contractor shall have all its appointed Employees, acknowledge their understanding and confirmation of the compliance with the contents of the SAA, pursuant to this Policy.
- 2.33 **"Site Rules"** means any rules or regulations issued by the Client (or the Client's appointed representative) from time to time and notified to the Contractor relating to the Site.
- 2.34 **"Sub-Contractor"** means any sub-contractor appointed by a Contractor to perform any part of the Works on the Site, and includes any person or entity that supplies labour to the Contractor or Sub-Contractor.
- 2.35 **"TDIC"** refers to Tourism Development Investment Company and means the Client. The names could be used interchangeably throughout this policy but will all refer to the same organization.
- 2.36 **"Temporary Employee"** means an Employee of the Contractor (or any of its Sub-Contractors) who is assigned to the Site for one period of less than 30 consecutive days over the duration of the Works. For the avoidance of doubt and misinterpretation an Employee that is assigned to the site for more than one period of 30 or less consecutive days (per period) over the duration of the works shall not be considered as being a Temporary Employee.
- 2.37 **"Time and Attendance System"** means a system operated by the Contractor to control and monitor hours of work and access to and from the Site by its Employees.
- 2.38 **"Village"** means the Saadiyat Accommodation Village (or alternative group accommodation facilities provided or approved by the Client) that is used to accommodate the Employees of the Contractor.
- 2.39 **"Village Rules"** means the rules for the Village to be developed by the operator of the Village which shall be notified to the Contractor and the Village residents from time to time.
- 2.40 **"Wages"** means and includes all monies and benefits payable to Employees pursuant to their Contracts of Employment with the Contractor.
- 2.41 **"Works"** has the meaning given to it in the Main Contract.
- 2.42 **"WPG"** means Workplace Group which is established by a Contractor and its Sub-Contractors in respect of its Employees in terms of this Policy.

### **3 INTERPRETATION**

- 3.1 In this Policy and the recitals, unless clearly inconsistent with or otherwise indicated by the context:
- 3.1.1 Any reference to the singular includes the plural and vice versa;
- 3.1.2 Any reference to natural persons includes legal persons and vice versa; and
- 3.1.3 Any reference to a gender includes the other gender.

- 3.2 Where appropriate, meanings ascribed to defined words and expressions in Clause 2 of this Policy, shall impose substantive obligations on the Parties.
- 3.3 The clause headings in this Policy have been inserted for convenience only and shall not be taken into account on its interpretation.
- 3.4 Words and expressions defined in any Clause shall, bear the meanings assigned to such words and expressions in that Clause.
- 3.5 This Policy shall be governed by and construed and interpreted in accordance with the laws of the United Arab Emirates.

#### **4 APPLICATION**

- 4.1 The EPP shall apply to all TDIC managed construction projects on Saadiyat Island of Abu Dhabi and as relevantly incorporated into the Main Contract of Agreement with the Main Contractor on the project.
- 4.2 The Contractor bears full contractual responsibility to ensure full compliance to this Policy by the Contractor's Management and accordingly shall:
- 4.2.1 Design and implement all necessary procedures to ensure full compliance by the Contractor with the details of this policy.
  - 4.2.2 Ensure that the EPP policy is incorporated into all Contracts of Agreements entered by the Contractor with all its Sub-Contractors to perform works related to a TDIC managed project and shall accordingly ensure that it is incorporated into all sub- contract agreements under the Main Contract.
  - 4.2.3 Whether explicitly mentioned or not, the Contractor bears responsibility to provide all reasonable and adequate evidence of its compliance (and its Sub-Contractor's Compliance) with the terms and conditions of this policy.
- 4.3 This Policy including Annexure H is included within and considered part of the Main Contract.
- 4.4 Where any provision in this Policy is contrary or in conflict with the Main Contract, the provisions of the Main Contract shall prevail, provided that such conflict shall not prejudice the applicability of the EPP and the rights and/or wellbeing of the Contractor's Employees, and those of its Sub-Contractors
- 4.5 This Policy sets out the minimum requirements in respect of employment conditions, policies and practices to be applied by the Contractor in respect of all Employees. Contractor shall acknowledge his compliance with the EPP on a monthly basis by submitting to the ERM a signed confirmation as per Annexure I.
- 4.6 It is recognized that the Contractor has existing employment conditions, policies and practices. Such conditions, policies and practices shall however always meet the minimum requirements set out in this Policy and the Law.
- 4.7 This Policy shall apply from the date of signature of the Main Contract without condoning non-compliance by the Contractor of any Laws. The Contractor remains solely and individually responsible and liable for all non-compliances identified by the Client or the EPCA and accordingly shall in addition to any rights reserved to the Client as part of this policy and/or applicable penalties be solely responsible against the Law and relevant authorities for such non-compliances and shall establish all efforts to rectify such non-compliances without any adverse action against any of its Employees.
- 4.8 The Contractor shall provide any information requested by the Client and/or the EPCA and shall provide such information as expeditiously as is reasonably practicable. The Contractor shall maintain full and detailed Records as may be necessary for the proper management of its performance under the Contract and as required by applicable Laws. The Contractor shall provide all required Records either as part of

the regular reporting required to ensure compliance with EPP or any other ad hoc reporting required that may be required from time to time within a reasonable timeframe.

## **5 POLICY DECLARATION**

- 5.1 The Client expects the Contractor to promote and support its continuous drive to become an "Employment Site of Choice" and requires the Contractor to adopt and share the same value.
- 5.2 The Client and the Contractor shall strive to comply with fair ER practices and standards, for all Employees.
- 5.3 The Parties shall strive to create a safe, healthy and employee friendly working environment for the Employees.
- 5.4 All Employees of the Contractor shall be at all times treated fairly, irrespective of race, gender or ethnic origin.
- 5.5 Female Employees, shall receive equal Wages as male Employees who perform the same work All Female Employees of the Contractor will receive any entitlements and benefits as granted by UAE labour laws.
- 5.6 The Contractor shall not employ persons under the age of 18 (eighteen) years, as Employees.
- 5.7 The Contractor shall not Employ, Continue to Employ or force to work any Employee or individual against his or her individual will and consent.
- 5.8 Employees shall not be victimised for exercising any of their rights in terms of Law for raising a grievance, utilising the Contact Centre or refusing to perform work that poses a safety risk.

## **6 STATEMENT OF PRINCIPLES**

- 6.1 The Parties agree that:
- 6.1.1 The Client and the Contractor share the common objective of completing the Works in accordance with the Main Contract.
- 6.1.2 Employment harmony, the avoidance and the early resolution of disputes, are essential for the optimum progress of the Works.
- 6.1.3 In order to optimize the prospects of achieving these objectives in a complex environment, sound ER policies, practices and procedures are to be implemented and adhered to on the Site.
- 6.2 In order to give expression to these principles, the Parties agree on the principles and conditions set out in this Policy.

## **7 EMPLOYMENT HARMONY**

- 7.1 Employees may, due to the nature of the Works, be required to work in confined areas in close proximity to Employees of other Contractors.
- 7.2 The Contractor must ensure that its Managerial Staff and supervisors are sensitized to the promotion of ER harmony, and have attended an awareness session to familiarize them with the contents of this Policy.
- 7.3 The Parties will actively participate in the ERG to ensure ER harmony on the Site as well as in the Village.
- 7.4 The Contractor shall ensure that the ERG, the WPG or other groups established by the Client, are sufficiently utilised in order to detect any concerns or grievances of Employees.



7.5 The Contractor shall also ensure that Employees have access to and understand the use of the Contact Centre.

## **8 STATUTORY REQUIREMENTS**

8.1 The Contractor shall observe the following:

8.1.1 UAE Law, including any regulation, decree, order, guideline, decision or directive issued by the UAE Ministry of Labour or relevant authorities at the Federal level of the UAE Government or local level of the Emirate of Abu Dhabi.

8.1.2 Health and safety legislation and regulations, issued by any relevant government authority including directives issued or minimum standards set by any municipality.

8.1.3 Any relevant amendments or additions to the foregoing legislation, directives, regulations or standards and any relevant new legislation promulgated during the Works on the basis and as envisaged in terms of the Main Contract.

8.1.4 Any relevant amendments or additions to the Client's existing rules, practices and policies for the Site and/or the Village, and any new relevant rules and procedures for the Site and/or for the Village issued by the Client during the Works; and

8.1.5 Any other legislation applicable to Employees.

8.2 In the unlikely event, where any aspect of the Employment relationship between the Contractor and any of its Employees is not governed by an existing Law, agreement, policy or statutory instrument, the ERG, shall evolve policies and rules which shall take cognizance of the overall ER circumstances on the Site and in the Village.

## **9 AUTHORITY**

9.1 The ERM has the authority, on behalf of the Client, with regard to all ER matters on the Site and the Village pertaining to the Works, and is authorized by the Client to co-ordinate ER policies, practices and procedures on the Site and in the Village as envisaged in terms of this Policy

9.2 The EPCA shall, at all reasonable times, have the right of access to the Contractor's offices and records and to audit the Contractor's compliance with the EPP.

## **10 EMPLOYMENT RELATION POLICIES, PROCEDURES AND STANDARDS**

10.1 The ER policies, procedures and practices of the Contractor applied on Site shall conform to minimum standards set by Law as well as the terms and conditions of this policy and will be applied to the satisfaction of the ERM.

10.2 The Contractor shall ensure that, for all its Employees assigned to Site, the following written procedures are in place and made known to all its Employees:

10.2.1 A grievance procedure as detailed at Annexure A;

10.2.2 A disciplinary procedure as detailed at Annexure B;

10.3 The Contractor shall provide to the ERM a copy of its disciplinary and grievance procedures, human resource ("HR") Policies and example of its applicable original offer of employment and its Contract of Employment, induction programme, and any other relevant policies and/or ER procedures that may directly or indirectly apply to the Employees.

10.4 The ERM and the EPCA may, at their discretion, at any stage during the Works, conduct an audit of the ER policies, procedures and practices of the Contractor, or any other issues impacting on the ER of the

Contractor on the Site or in the Village, in order to establish whether acceptable standards are being observed and measure compliance by the Contractor with the details of this policy

## **11 EMPLOYMENT RELATIONS PRACTITIONER (ERP)**

- 11.1 Major Contractors shall employ an adequate number of full time qualified and experienced ERP on the site who will meet the minimum requirements of the job description set out in Annexure C. The number of ERP designated individuals shall be determined by the size of the workforce deployed by the Contractor on the Site. Accordingly, the Contractor as part of the Mobilization plan and regular updates thereafter submit clear plans for assignment of the number of ERP designated individuals to the changing size of the workforce on Site. As a general rule, it is estimated that one ERP designated individual will be required for every 500 Employees working on Site.
- 11.2 The ERP shall co-ordinate all ER functions relating to the Contractor on Site, ensure compliance with EPP by Sub-Contractors and be responsible for reporting to the ERM. Such ERP shall be approved in writing by the ERM prior to him assuming his duties.
- 11.3 The Contractor shall procure that all Sub-contractors have one of its Senior Managers appointed to the Employment Relations function i.e. a Designated Employment Relations Practitioner (DERP) who shall co-ordinate ER functions relating to their respective employees and will be responsible for reporting to the ERP. The ERP will be responsible for approving the appointment of all related DERPs. The Contractor shall also require that an adequate number of DERP designated individuals are also appointed by its Sub-Contractors for the duration of their work on Site which will also be in line with the guidance provided in section 11.1.
- 11.4 The ERP and DERP will be required to attend a workshop, arranged by the Client to familiarize themselves with this Policy and to ensure its compliance by the Contractor.
- 11.5 The ERP and DERP shall also be required to regularly attend the ERG meetings.

## **12 EMPLOYMENT RELATIONS GROUP (ERG)**

- 12.1 In order to promote a coordinated approach and a free flow of information, all Major Contractors shall participate fully in activities of the Employment Relations Group (ERG) on the basis as set out below.
- 12.2 The main purpose of the ERG shall be to ensure effective communication between the Client and the Contractor with regard to ER matters, compliance with the EPP requirements and the application of this Policy.
- 12.3 The formation of the ERG will be initiated and its activities progressed by the ERM.
- 12.4 The ERG shall at least consist of but not limited to:
- 12.4.1 The ERM or appointed delegate (PMC);
  - 12.4.2 Appointed ERP;
  - 12.4.3 Any other person as deemed required by TDIC, ERM or ERP.
- 12.5 The ERG will be chaired by the ERM and will meet at least once per month for the duration of the Works, or more often on written notice from the ERM.
- 12.6 The ERG will amongst other things:
- 12.6.1 Communicate appropriate rest periods to be applied in accordance with the UAE Law;
  - 12.6.2 Discuss existing or potential ER problems on the Site and in the Village as well as possible solutions;

- 12.6.3 Exchange ideas and where necessary, share information and take decisions on ER policy issues;
  - 12.6.4 Agree on a common strategy to solve any ER problems that may arise;
  - 12.6.5 Discuss issues arising from any audit report or the WPG meetings, and
  - 12.6.6 Discuss issues of non-compliance by Contractors
- 12.7 The ERPs will report details of all discussions related to ERG participation to their senior management and where appropriate, to their Employees and their Sub-Contractors.
- 12.8 The Contractor shall represent its interests and those of its industry at the ERG, but shall also take account of and give effect to the common objectives of other Contractors on the Site
- 12.9 Minutes shall be kept by the ERM of all ERG meetings and distribute them to all Contractors.
- 12.10 The ERG shall continue to function on Site for the duration of the Works.

### **13 WORK PLACE GROUP**

- 13.1 A WPG shall be established by the ERP for each Project to ensure proper communication between the ERP and other responsible parties.
- 13.2 The Work Place Group shall consist of:
- 13.2.1 the health and safety representative of the Contractor;
  - 13.2.2 the designated ERP and DERPs; and
  - 13.2.3 a member of the Contractor's Managerial Staff nominated for this purpose.
- 13.3 WPG meetings shall take place prior to every ERG meeting.
- 13.4 The ERM shall be entitled to attend meetings of the WPG.
- 13.5 Copies of the minutes of the meetings of the WPG shall be sent to the ERM within 7 (seven) working days of each meeting.
- 13.6 The WPG shall not constitute an institution or forum to negotiate Wages and/or conditions of employment.
- 13.7 The WPG shall continue to function on Site for the full duration of the Project.
- 13.8 Any Employee participating in the ERG or the WPG shall receive their normal pay for time spent when attending these meetings.
- 13.9 The Contractor will not be obliged to establish a WPG where it employs less than 300 Employees

### **14 EMPLOYMENT REQUIREMENTS**

- 14.1 Expatriate Employees will not be allowed to work on Site unless they are in possession of a valid work permit issued by the Ministry of Labour and valid UAE residency visa.
- 14.2 The Contractor shall only employ Employees whose conduct, capabilities and qualifications are appropriate for the required duties to be performed.
- 14.3 The Contractor may only assign Employees to the Site that have signed a Site Assignment Agreement (SAA) in their native language, as a form or acknowledgment of their understanding and consent to the contents of the SAA, as required by Clause 15.5 of this Policy.

- 14.4 The Contractor shall submit monthly manpower reports to the ERM showing the total number of its Employees on Site and which reports shall reflect nationality, start dates, visa, residency and passport expiry dates and the position of each Employee.

## 15 RECRUITMENT

The Contractor acknowledges and asserts that it is his responsibility to incur all costs related to the employment or commencement of employment of any Employee employed by the Contractor, including any cost related to, but not limited to securing the employment, search, finding and placement fees, relocation costs, repatriation costs, costs related to UAE residency and issuance of necessary work permits as well as Health Insurance. In connection with such responsibility, the Contractor shall establish relevant and adequate procedures that govern the Contractor's recruitment procedures in compliance with the applicable Laws and the details of EPP. The contractor shall regularly and when required provide details and evidence of such procedures and agreements to satisfy the Client that no unjust or unfair costs have been incurred by the Employee to gain or start his/her employment with the Contractor. The contractor shall also establish relevant procedures to ensure compliance by all sub-Contractors appointed by the Contractor to work on Site. For the avoidance of doubt, this policy and all its details shall stand correct and be applicable to all Contractor's Employees assigned to work on Site, irrespective of date of action. As such, any Contractor Employee who may have been subject to sub-standard Recruitment processes shall have his situation corrected prior to commencement of work on the Site irrespective of the individual Employee's employment date.

### 15.1 Agencies

- 15.1.1 The Contractor, , shall only utilize the services of reputable recruitment Agencies, that are, accredited or registered and licensed to practice recruitment services with the relevant authority in the Country of employment where the service is being performed,
- 15.1.2 The Contractor shall provide the Client with a list of all recruitment agents it utilises and a copy of their contracts of agreement
- 15.1.3 The contract between the Contractor and its Recruitment Agent shall:
- a) Clearly and specifically stipulate that the employee will not be charged any recruitment fee or any other form or fees or commissions to the Contractor and the Contractor's recruitment agency in return for securing a job or employment contract with the contractor;
  - b) Require the Agent to ensure that each and any sub-agent hired by the Recruitment Agent complies with requirements set out in this Clause 15.
- 15.1.4 The Contractor shall not utilize the service of any Agent charging an Employee any Recruitment Fee or condone the payment of such fee by any Employee or Agent. The Contractor shall not contract with any Agent that is known to adopt practices that are in violation with the EPP in general and the matter of recruitment fees in particular.
- 15.1.5 The Contractor shall require and obtain specific certification from each and every Recruitment Agency that the Recruitment Agency, and all its sub-agents, have not and will not charge, or cause to charge, the Employee any fees or monies related to securing employment with the Contractor and that all fees due to the Recruitment Agency have and will be paid by the Contractor only.
- 15.1.6 The Client has the right to stop the Contractor from utilising the services of any Agent in respect of any Project of the Client, where such Agent charges a Recruitment Fee.
- 15.1.7 The Contractor shall cause to immediately terminate, without delay, its contract with an Agent in the event of a breach of this Clause 15.

## 15.2 Recruitment Fees

- 15.2.1 For all Employees assigned to work on a TDIC managed project, in the event that an Employee produces documentary evidence that he/she has paid a Recruitment fee in respect with the Employee's employment with the Contractor, the Contractor shall reimburse the Employees in full for that Recruitment Fee without deduction being made from any future Salaries and Wages or otherwise imposed on their remuneration. The Employee shall be reimbursed in full and in one payment in the Employee's subsequent salary payment.
- 15.2.2 In the event that the Contractor fails to establish such procedures or provide evidence satisfactory to an audit conducted by the Client or EPCA that all recruitment costs are to be paid by the Contractor, then it shall be imperative concluded that the Employees recruited by the Contractor through this particular Recruitment Agency will have paid recruitment fees. Or in the case that an audit conducted by the Client or EPCA concludes that recruitment fees may have been paid by the Employee, the Client shall apply its rights and penalties as per the EPP and the related penalization policy and shall require the Contractor to immediately reimburse the Employee any fees or monies the audit reveals that the Employee may have paid.

## 15.3 Relocation Costs

- 15.3.1 The Contractor shall be liable to pay all monies payable in respect of an Employee's relocation to the UAE for the purpose of starting his/ her employment with the Contractor, which includes, but is not limited to, visa fees, work permits, agreed medical examinations, health insurance, travel costs (including ticketing costs) and in general all monies necessary to relocate the Employee to the UAE. Subsequently, all visa and work permits renewal costs shall be borne by the Contractor. For the avoidance of doubt, this policy and all its details shall stand correct and be applicable to all Contractor's Employees assigned to work on Site, irrespective of date of action. As such, any Contractor Employee who may have been subject to sub-standard Recruitment processes shall have his situation corrected prior to commencement of work on the Site irrespective of the individual Employee's employment date.
- 15.3.2 In the event that the Contractor fails to establish such procedures or provide evidence satisfactory to an audit conducted by the Client or EPCA that all relocation costs have been paid by the Contractor or in the case that an audit conducted by the Client concludes that relocation costs may have been paid by the Employee, the Client shall apply its rights and penalties as per the EPP and shall require the Contractor to immediately reimburse the Employee any cost the audit reveals that the Employee may have paid.

## 15.4 Reporting

Where the Contractor has received documentary proof that an Agent has charged an Employee a Recruitment Fee, the Contractor shall report such Agent to the ERM, local Embassy or Consulate (as appropriate) and any other relevant authorities (as directed by the Client) and may not utilize the service of such Agent in relation to any Project of the Client thereafter.

## 15.5 Declaration by Employees - Site Assignment Agreement (SAA)

- 15.5.1 The SAA is designed to ensure that the Employee acknowledges and accepts the special rights and conditions of assignment to the Site and the Village.
- 15.5.2 Each Employee shall be required to sign a SAA in their native language as acknowledgment of consent and understanding to the Employee's rights and responsibilities on Site as relates to a TDIC managed project.
- 15.5.3 The SAA shall be signed by all Employees before they are assigned to the Site (whether or not previously employed by the Contractor within the UAE or otherwise), unless provided

otherwise within this Policy. The Contractor shall use reasonable endeavours to ensure that Employees have adequate understanding of the SAA before signing the SAA. Including a verbal and pictorial explanation of such rights for illiterate Employees of the Contractor.

15.5.4 The SAA shall be translated into the Employee's native language by the Contractor at the Contractor's sole risk and expense.

15.5.5 A copy of the SAA shall be handed to the Employee and kept on the Employee's personal file and shall be made available for inspection upon request by the ERM or EPCA.

15.5.6 The Client reserves the right to request denial of access to or removal from the Site of any Employee in the event of an Employee's failure to sign the SAA or an Employee's non-compliance with the SAA.

## 15.6 **Confirmation of Employment**

All new Employees shall receive (and acknowledge receipt of) official confirmation, in their native language, of their terms of employment, including but not limited to all information relating to Wages and Benefits before leaving their country of origin and must include a statement stating that no Recruitment Fee was paid for or is payable for the Employee's employment with the Contractor.

## 16 **PASSPORTS AND PERSONAL DOCUMENTS**

16.1 The provisions of this clause shall apply to all employees of the Contractor, irrespective of their position or rank and not be limited to Employees as defined in this Policy.

16.2 All Employees shall remain responsible for the safe keeping of their personal documents, including passports, Emirates ID, Bank Cards, drivers' licenses, and health insurance cards.

16.3 The Contractor shall not keep or retain the passport or personal documents of any Employee, other than:

16.3.1 For the purposes of obtaining or renewing of a residency visa or cancellation of the residency visa upon termination of an Employee's Contract of Employment.

16.3.2 Where an Employee has requested the Contractor to hold their passport for safekeeping provided that the Employee shall be entitled to request the Contractor to return their passport as and when requested.

16.4 Where the Contractor retains an Employee's passport pursuant to Clause 16.3:

16.4.1 The Contractor shall obtain written authorization from that Employee in his/her native language, and

16.4.2 The Contractor shall ensure that such passport is stored in a fire-proof cabinet (when in the possession and/or control of the Contractor) and in the event of damage, loss or destruction or an Employee's passport whilst in the possession of the Contractor or during the process of obtaining or renewing a residency visa, the Contractor shall replace such passport at its own cost and expense.

16.5 The ERP shall submit a monthly report to the ERM of all passports in possession of the Contractor, including the names of such Employees and the reasons for the possession of the passports.

## 17 **CONTRACTS OF EMPLOYMENT**

17.1 All Contracts of Employment shall at least comply with the minimum requirements of the Law and this Policy.

17.2 All Contracts of Employment shall be approved and registered by the UAE Ministry of Labour.

- 17.3 Where an Employee has been recruited for the appointment to the Site from outside the UAE, then the Contractor shall ensure that the Offer Letter, Contract of Employment and SAA are provided and signed by the Employee in his/her Home Country and provided in his/her native language. The Contractor shall establish additional procedures to ensure that any illiterate employee is provided with adequate verbal and pictorial explanations of his/her rights and acknowledgement as per the Contract of Employment and the SAA. For the avoidance of doubt and misinterpretation, the Contractor is responsible to ensure that all Employees are aware and understand their rights and responsibilities as per the Contract of Employment, SAA and Labour Law, prior to signing any document and in all cases before departing their home countries.
- 17.4 Where an Employee has been recruited from outside the UAE to be assigned to the Site, the Employee shall be handed a copy of the offer of employment and the SAA after signature thereof. In any instance where an Employee can provide proof that the offer of employment given in their home country differs from the Contract of Employment given in the UAE, the Contractor will immediately adjust the Contract of Employment to reflect the terms and conditions of the offer of employment provided in the Employee's home country and reimburse the Employee (where applicable) all sums paid out by that Employee or deducted from Wages in breach of the terms of this Policy.
- 17.5 The aforesaid documents shall be translated and explained to the Employee in his native language before signature thereof.
- 17.6 The Contract of Employment and the SAA shall be signed voluntarily by the Employee and no attempt whatsoever shall be made by the Contractor, Agent or any other party to coerce the Employee into signing any document.
- 17.7 No Employee shall be required to sign any blank document.
- 17.8 The Employee shall have the right to retain a copy of the duly signed Contract of Employment and SAA

## **18 INDUCTION**

- 18.1 The Contractor shall provide an induction programme to all Employees, including Temporary Employees, in their native language, before they commence work on the Site. Employees will not be permitted to work on the Site before receiving a comprehensive Health and Safety and EPP induction.
- 18.2 The Contractor shall in addition set aside sufficient time for the initial induction of each of their Employees in respect of the EPP and security matters, in accordance with applicable Laws as well as Site Rules.
- 18.3 The Contractor shall also provide regular periodic refresher sessions on the Induction material of Health and Safety and the EPP to all its Employees. Such refresher sessions shall be conducted at least once every six months.
- 18.4 The ERM will provide an induction programme to the Contractor, to ensure uniformity of induction.
- 18.5 The EPP induction material shall be provided by the ERM for implementation by the Contractor and shall cover the following:
- a. General UAE law;
  - b. Purpose and Applicability of EPP
  - c. Roles and Responsibility of key personnel
    - ERM – TDIC
    - ERP - Main Contractor and Sub-Contractor
    - DERP
    - HSE Representative
  - d. Importance of adherence to Health & Safety at site
  - e. Site Assignment Agreement
  - f. Employment Requirements
  - g. Salary Method and Collection by the Employee
  - h. Possession of passport and other personal document

- i. Identification Badges
  - j. Wages and Payslips
  - k. Working hours, break and overtime
  - l. Time and Attendance
  - m. Freedom of Movement
  - n. Occupational Injury and related compensation
  - o. Site Facilities and Transport
  - p. Site industrial action policy
  - q. Site security requirements
  - r. Grievance and Disciplinary Procedure
  - s. Employee Dispute and Industrial Action
  - t. Details of Contract of Employment
- 18.6 Temporary Employees shall also be required to undergo induction in respect to Health and Safety and Site Rules before entering the Site.
- 18.7 The Contractor shall ensure that induction documents are reasonably available and accessible to its Employees. The induction programme and all relevant induction documents shall be conducted and made available in the majority of languages spoken by Employees including Hindi, Bengali, Telugu, Malayalam and Tamil. The Contractor shall extend reasonable efforts to ensure that all Employees are able to understand all sections of the induction program, including adequate procedures being made to ensure that illiterate Employees understand the contents of the Induction presentation.
- 18.8 Inductions presentations and regular refresher sessions shall be provided to Employees during normal working hours and all Employees attending Induction Presentation shall be considered to have attended to their Work and shall receive their normal Wages for attending an induction.
- 18.9 The Contractor shall keep a record of all Employees who have attended the initial induction and subsequent refresher sessions, and accordingly obtain each Employee's signature on an attendance register.

## **19 IDENTIFICATION BADGES**

- 19.1 The Contractor will issue each Employee with a badge/s to have access to the Village and the Site
- 19.2 Identification badges must be worn and displayed at all relevant times by Employees.

## **20 WAGES**

- 20.1 An Employee's Wages shall include all monies, allowances, benefits and all other dues payable to the Employee in accordance with their Contract of Employment.
- 20.2 The Contractor shall pay each Employee's Wages, on a regular monthly basis and without delay in the manner stated in their Contract of Employment and any subsequent increments within the current month and not exceeding the 15th calendar day of the following month. All Wages shall be paid to the Employees through transfers utilizing the Wage Protection System Guide (WPS) issued by the Department of Labour.
- 20.3 Employees will be instructed by the Contractor, not to disclose their Wages to any other Employee of the Contractor, or to Employees of any other Contractor or Sub-Contractor.
- 20.4 The Contractor may not deduct any money from any Employee's Wages, except for the following:
- 20.4.1 Deductions permitted by Law;
  - 20.4.2 Repayments of loans made by the Contractor to the Employee provided that the Employee has signed an agreement to that effect and that such deduction shall not exceed 10% (ten per cent) of the Employees' Wage or any other limit otherwise imposed by the UAE Labour



Law. No interest, levy or payment of whatever nature may be charged in respect of loans to Employees;

20.4.3 Any debt to be executed in accordance with a Court ruling or judgment, and

20.4.4 Any recovery of loss or damage caused by an Employee's conduct, provided that such deduction including any conditions thereof is in accordance with the Law.

20.5 The Contractor shall NOT make any deduction in any form from Employees' Wages with regards to the following:

20.5.1 Health and safety equipment required for work on the Site;

20.5.2 Food at the Village;

20.5.3 Accommodation at the Village;

20.5.4 Transport to and from Site;

20.5.5 Costs incurred to obtain and renew work permits;

20.5.6 Mandatory fees/ costs related to compliance with Laws.

20.6 The Contractor shall maintain a payroll register to address any payroll queries.

20.7 The Contractor shall keep a wage register of all its Employees, setting out all their Wages and the calculation thereof.

20.8 The Contractor shall provide proof of payment of Wages in respect of all Employees to the Ministry of Labour and to the ERM on a monthly basis.

## **21 NON-PAYMENT OF WAGES**

21.1 Any payments made by the Client to the Contractor in connection with the Project shall be applied first to discharge any Wages payable to Employees or meeting the statutory or other payments for the benefit of Employees. Notwithstanding the foregoing, the Contractor's obligations and responsibilities to pay Wages to Employees and to meet the aforesaid statutory payments by the Contractor, shall not be conditional upon and / or dependent on the receipt of payment from the Client or any other party, nor shall such obligations and responsibilities cease or be discharged in the event of pay dispute between the Parties.

21.2 No provision of this Policy shall relieve the Contractor from its obligations and responsibilities to discharge Wages, payment of severance and end of service benefits payable to Employees or meet the aforesaid statutory requirements for the benefit of the Employees.

21.3 In the event that:

21.3.1 a claim is made to or by any relevant authorities that the Contractor has failed to pay Wages as required by this Policy or comply with any statutory requirement; or

21.3.2 the Client has reasonable grounds to believe that the Contractor has failed to pay such Wages or contributions,

The Client may withhold the monies payable to the Contractor and pay out from such withheld monies the Wages and statutory payment and/or contributions to the Employees of the Contractor or to the relevant authorities and recover or deduct all such payments from the monies payable to the Contractor.

21.4 In the event of a dispute between the Parties, the provisions of the above shall prevail and be applied pending the outcome of the dispute.

## **22 RATES AND INCREASES**

The Contractor shall ensure that a consistent approach is followed in the application of Employees' Wages per employment category.

## **23 BONUS SCHEME**

The Contractor shall inform the ERM of any bonuses payable to Employees, before such bonuses are being paid.

## **24 PAYSLEIPS**

24.1 The Contractor shall provide each Employee with a payslip when the Employee's Wages are paid. The payslip shall be issued in the Employee's native language.

24.2 The payslip shall at least, contain the following information:

- 24.2.1 basic wage;
- 24.2.2 allowances;
- 24.2.3 bonuses;
- 24.2.4 hours worked;
- 24.2.5 overtime hours worked - weekday;
- 24.2.6 overtime hours worked – weekend/public holiday;
- 24.2.7 payment of overtime;
- 24.2.8 payment for leave;
- 24.2.9 deductions with detailed explanation;
- 24.2.10 any contribution by the Contractor; and
- 24.2.11 any contributions by the Employee.

## **25 TIME AND ATTENDANCE PRACTICES**

25.1 The Contractor shall keep and maintain a record of all Employees' presence at work, including the working of overtime.

25.2 The Contractor shall operate a Time and Attendance Mechanism in respect of all Employees.

25.3 The ERM or EPCA shall have the right to inspect the Time and Attendance System and associated records.

25.4 The Contractor shall have effective procedures in place, to address absenteeism and poor time keeping.

## **26 RECORD KEEPING**

26.1 The Contractor shall maintain the original Contracts of Employment and the SAA for all Employees in a fire-proof cabinet at a location deemed convenient by the Contractor or via an electronic records system

26.2 The Contractor shall also maintain a file in soft or hard copy at site or head office for each Employee in three sections:

- 26.2.1 **Personnel section** containing copy of the Employee's passport with visa pages, UAE resident identity card, work permit issued by Ministry of Labour, copy of medical insurance policy, Contract of Employment, and other records showing place of residence, marital status, Wages and adjustments thereto, hours and days worked each month, record of leave, penalties imposed, disciplinary records, grievance records, appraisals, records of medical examinations and if applicable the date and reason for termination of employment
  - 26.2.2 **Occupational injuries section** detailing any occupational injuries and/or diseases the Employee has sustained.
  - 26.2.3 **EPP section** containing records of an Employee's induction, a signed SAA and any other document required by this Policy. The file shall also contain a copy of the Employee's Contract of Employment, Offer of Employment,, signed Site Access Agreement, induction records (if not maintained separately) and skills history, or as otherwise required by the ERM.
- 26.3 The Contractor shall make all records detailed above available for inspection upon request by the ERM or EPCA.
- 27 WORKING HOURS**
- 27.1 The normal shift start and finish -times, including shift patterns, shall meet the requirements of the Works, the Law and any other requirement as notified by the Client
  - 27.2 All Employees shall be entitled to breaks during work hours in accordance with the Law.
  - 27.3 The Contractor shall comply with summer working hours as determined by the UAE Ministry of Labour and/or the Law.
  - 27.4 Smoking will only be permitted during breaks and in designated smoking areas.
- 28 OVERTIME**
- 28.1 The working of overtime shall meet the requirements of the Works and the Law.
  - 28.2 Employees shall receive payment for overtime as prescribed by the Law.
- 29 REST PERIODS AND REST DAYS**
- 29.1 The Contractor shall comply with rest periods and rest days for Employees in accordance with the Law.
  - 29.2 Any daily paid workers shall be treated the same as other Employees in respect of rest periods.
- 30 LEAVE**
- 30.1 All leave shall be compliant with the minimum requirements set by the Law.
  - 30.2 The Contractor shall create a leave record for each Employee, which shall record all annual leave, sick leave and other leave which shall be kept in accordance with Clause 26 of this Policy.
  - 30.3 The Contractor shall ensure that all Employees receive a minimum of 30 calendar day's paid annual leave each year. Normal or average remuneration shall be paid to the Employee in advance of the holiday, unless otherwise provided in an agreement applicable to him and the Contractor. As a minimum, the Contractor shall pay for home-travel expenses of an Employee at least once every two years. The time at which the holiday is to be taken shall be determined by the Contractor after consultation with the Employee concerned, but should not be unreasonably delayed or withheld.

30.4 All Employees shall be entitled to leave with full pay for all UAE public holidays. Public holidays, whether or not they fall during the annual holiday, shall not be counted as part of the minimum annual holiday with pay pursuant to Clause 30.3 of this Policy.

30.5 Under conditions to be determined by a competent medical professional, periods of incapacity from work resulting from sickness or injury may not be counted as part of the minimum annual holiday with pay pursuant to Clause 30.3 of this Policy.

### **31 FREEDOM OF MOVEMENT**

31.1 The Employees shall, at all times, have freedom of movement outside normal working hours, and shall be entitled to leave the Village freely and at their own will.

31.2 Employees may not go on Site outside their normal working hours, unless they are required to work by the Contractor.

### **32 HEALTH CARE**

32.1 The Contractor shall ensure that it obtains all relevant insurance, in compliance with the Law to ensure that all Employees benefit from health insurance from the commencement of their employment with the Contractor.

32.2 The Contractor shall be liable for the payment of all sums required to obtain health insurance for all Employees.

32.3 The Contractor shall provide for medical practitioners to carry out medical examinations at regular intervals of not more than 6 (six) months for those Employees who are exposed to occupational diseases (the class of such Employees being as notified to the Contractor from time to time by the Client).

### **33 HEALTH AND SAFETY**

33.1 The Contractor will have a health and safety programme in place that meets the requirements of Abu Dhabi Environment, Health & Safety Management Systems (**ADEHSMS**), Abu Dhabi Civil Defence and the Law.

33.2 The Contractor shall dedicate a senior person from its Managerial Staff to be accountable for all health and safety matters.

33.3 The Contractor shall provide its Employees with safe working conditions and safe equipment on the Site.

33.4 The Contractor shall conduct regular safety risk assessments and audits, and Site visits to ensure compliance with the health and safety requirements of this Policy.

33.5 It is compulsory for all Employees to wear personal protective clothing whilst on Site. The Contractor shall provide Employees with personal protective clothing that will be compliant with minimum acceptable standards as determined by Internationally accepted standards, ADEHSMS or by the Client. All personal protective clothing and other equipment required by this Policy shall be issued to all Employees free of charge by the Contractor.

33.6 The Contractor shall have its company name and logo clearly displayed on each Employee's overall and hard hat.

33.7 The Contractor shall ensure that health and safety representatives are appointed, regular meetings take place and that records are kept of such meetings.

33.8 The Contractor shall provide first aid boxes containing first aid kit and medication as required by ADEHSMS and the Law. First Aid boxes shall be regularly inspected by the Contractor and replenished as required.

33.9 The Contractor shall display on the notice board detailed instructions indicating measures how to prevent fires and the protection of Employees in this regard.

33.10 All major incidents such as occupational injuries, near misses and fatalities shall be maintained in a register and reported to the ERM

#### **34 OCCUPATIONAL INJURY RELATED COMPENSATION**

34.1 Notice and payment will be made in accordance with related Laws and statutory requirements.

34.2 Where an Employee has sustained any work related injuries or occupational diseases, the Contractor shall pay for the cost of his treatment unless it is covered by insurance.

34.3 Where the Employee's injury prevents him from working, the Contractor shall pay an allowance equal to his Wages in accordance with the provisions of the Laws.

#### **35 End OF EMPLOYMENT**

35.1 All Wages and dues payable to the Employee at the end of his Contract of Employment, including severance pay, shall be paid to the Employee by the Contractor in accordance with the Law.

35.2 The ERP shall send a monthly report to the ERM detailing all resignations, terminations and transfers to other sites/projects of the Contractor.

35.3 All Wages and severance payable to an Employee at the end of the Employment Contract shall be paid to the Employee before their return to their country of origin. All dues must be paid to an Employee before the cancellation of their residency visa.

35.4 The Contractor shall, where applicable, be liable for the costs of the Employee's repatriation, which shall include the cost of issuing of a travel ticket or payment of the value of such travel ticket to the Employee.

#### **36 FACILITIES**

36.1 Employees shall be provided with adequate drinking water and toilets on Site as per the Law.

36.2 Facilities such as smoking areas on Site shall be provided by the Contractor with guidelines for its use.

36.3 The Contractor shall provide Employees with prayer rooms on Site.

36.4 The Contractor shall provide for a clearly visible notice board on Site for the purpose of communicating messages and notices to Employees.

36.5 The Contractor shall at least display on such notice board in key languages including but not limited to English, Arabic, Hindi, Urdu, Bengali, Telugu, Malayalam, Tamil and Tagalog, the following:

36.5.1 Basic work rules;

36.5.2 Site Rules;

36.5.3 Village Rules;

36.5.4 Grievance procedures;

36.5.5 Disciplinary rules and procedures; and

36.5.6 Contact Centre number.

36.5.7 Weekly closing day, working hours and rest times for all categories of employees;

- 36.5.8 Location of the Employees' health clinic;
- 36.5.9 The treatment days and times at the Employees' health clinic;
- 36.5.10 Other notices as prescribed by Law;
- 36.5.11 Fire prevention, protection and evacuation procedures.

### **37 CONTACT CENTRE**

- 37.1 The Client has made available a Contact Centre consisting of a direct access line for all Employees, who wish to raise grievances, report concerns or non-compliance of this Policy or to make suggestions, anonymously and without fear of victimisation.
- 37.2 All calls to the Contact Centre will, as far as practically possible, be attended to in the native language of the Employee.
- 37.3 All reasonable steps will be taken to ensure that confidentiality is maintained regarding the identity of the caller, if disclosed.
- 37.4 The Contractor shall publish the Call Centre contact details and purpose of use in visible locations across Site and shall ensure that all Employees are made aware of the details.

### **38 EMPLOYEE DISPUTES**

- 38.1 The Contractor shall ensure that all Employees are duly informed of their rights with regard to the referral of disputes to the UAE Ministry of Labour.
- 38.2 The Contractor shall make this information available to the Employees during the induction.

### **39 WOMEN'S RIGHTS**

By UAE Law, a female employee's remuneration shall be equal to that of a male if she performs the same work. Women Employees are entitled to:

- 39.1 Maternity leave with full pay for a period of 45 calendar days following a delivery; and
- 39.2 During the 18 months following the delivery date, a female Employee nursing her child shall be entitled to two additional nursing intervals each day for this purpose, neither of which shall exceed half an hour.

### **40 LABOUR STANDARDS**

- 40.1 Forced labour is unlawful in the UAE and any practice of such shall be prosecuted under the Law. All Employees shall be at all times treated fairly and without regard to, among other things, race, gender, ethnic origin or religion. No employee shall be subject to physical, sexual, psychological, or verbal harassment or abuse, nor will any form of such abuse be tolerated.

### **41 INSPECTORS**

- 41.1 The Contractor shall at all times allow any inspectors from the UAE Ministry of Labour and other authorities having jurisdiction to carry out inspections as per the Law.

### **42 ACCESS TO THE SITE**

- 42.1 Where the Client for any reason decides to withdraw an Employee's access to the Site, the Contractor shall take the necessary steps to ensure enforcement of such decision.

#### **43 SITE INDUSTRIAL ACTION POLICY**

- 43.1 The Contractor accepts that Industrial Action may cause damage or delays to the Project. In all instances it is acknowledged that each employer is responsible for the welfare of its employees and responsible for its actions. Whilst this policy aims at improving the welfare of the Employees engaged on a TDIC managed project, the Contractor remains fully and solely responsible for the compliance with the applicable Laws, rules and regulations and coordinating with the responsible authorities in the case of an Industrial Action.
- 43.2 The Contractor shall use its best endeavours to reduce any Industrial Action at the Site. This shall be done in accordance with procedures agreed with the ERM and be dealt with as a top priority, in order to settle disputes efficiently and effectively and in a timely manner.
- 43.3 In the event of the Contractor becoming aware of a potential ER incident, claim or upon the occurrence of such an incident/claim or potential Industrial Action, the Contractor shall immediately report the details thereof verbally to the ERM, followed by a written report to the ERM, which shall be submitted within 2 (two) working days of the incident having occurred.
- 43.4 The ERP or person designated by the Contractor will ensure that Industrial Action Handling Guidelines pertaining to the Site are put in place by the Contractor.
- 43.5 The Contractor shall train its Managerial Staff and supervisors in the management and implementation of the Industrial Action Handling Guidelines and all relevant aspects of the ER Procedures.
- 43.6 The Contractor shall consult with the ERM whenever the Contractor anticipates that Industrial Action may be contemplated or commence and during the period of the Industrial Action.
- 43.7 The ERM will have input into the Industrial Action handling team of the Contractor and have authority to require the Contractor to implement certain steps / procedures, in order to assist in attempting to cause the cessation of the Industrial Action.
- 43.8 Contractors shall observe the "No Work / No Pay" principle during any period during which Employees engage in Industrial Action.
- 43.9 Industrial Action procedures shall be addressed during the induction programme.
- 43.10 A register shall be kept by the ERP recording the details of any Industrial Action. Such register shall include detailed record of the sequence of events.

#### **44 SITE SECURITY REQUIREMENTS**

- 44.1 Employees shall use the designated Site entrance, and follow the shortest safe access route to and when leaving their work areas on the Site.
- 44.2 Employees shall conform to and comply with all security procedures detailed herein relating to the Site and as may be determined from time to time by the Client and notified to the Contractor.
- 44.3 Any Employee found on the Site with any unauthorized substances in his possession or unable to perform his duties because of the use of substances or contravening any Law in this regard, will immediately be removed from the Site and his access permit withdrawn.
- 44.4 It is the responsibility of the Contractor to prevent a breach of the security requirements set out herein and to take the necessary disciplinary action in the event of any such breach.
- 44.5 Security appointed to the Site may carry out random inspection of Employees in order to ensure compliance with this Clause.

44.6 A drug and alcohol policy shall be implemented by the Contractor for all employees on site and accommodation in terms of the relevant Security Standards and the rules and regulations of the Emirate of Abu Dhabi.

#### **45 VILLAGE**

45.1 The Contractor shall be obliged to utilise the Village provided by the Client to accommodate all Employees (excluding Key Personnel and Temporary Employees). Should the Contractor require any exemption to this requirement, he has to apply in writing to the Client 60 calendar days in advance of such accommodation ordinarily being required. Such request for exemption by the Contractor shall be reviewed and approved at the sole discretion of the Client.

45.2 Where the Contractor has been given exemption by the Client not to utilise the Village, it will provide accommodation to its Employees that meets the minimum requirements set by the Client and regulations issued by the Ministry of Labour or relevant other Authority.

45.3 Employees may not be charged any rent or fee towards their accommodation at the Village.

45.4 All Employees shall immediately leave the Village upon completion of the Works.

45.5 An Employee shall immediately leave the Village upon the termination of his employment with the Contractor for any reason whatsoever.

45.6 The Operator of the Village shall develop the Village Rules which shall be complied with at all times by the Contractor and all Employees.

45.7 In the event that an Employee is evicted from the Village as a result of a breach of this Policy, the Village Rules or an occupancy agreement entered into in respect of occupation of the Village, that Employee shall not be permitted to enter on to the Site.

#### **46 EMPLOYMENT PRACTICES INSPECTION**

46.1 The Client may appoint an EPCA who will have the right to attend and inspect the Site, the Village and all employment and other relevant records, and to conduct interviews with Managerial Staff and Employees. The main responsibility of an EPCA will be to audit compliance with the EPP.

46.2 In the case where an EPCA Compliance reports, identifies anomalies and non-compliances in the Contractor's implementation of the EPP, the Client reserves the right to use the contents of the reports as a basis for scoring the level of compliance and computing any penalties due from the contractor utilizing the relevant penalization matrix.

46.3 The Contractor is encouraged to perform self-assessments from time to time to ensure compliance with this Policy.

46.4 Any obstruction of the Monitoring Committee or EPCA's inspection or auditing shall be construed as a serious breach of this Policy.

46.5 Temporary Employees and Key Personnel will be excluded in the aforesaid inspection.

46.6 Reports containing results of compliance audits (as further described in Clause 47) including the scores allocated shall constitute prima facie evidence of compliance or non-compliance by the Contractor.

#### **47 EPP COMPLIANCE AUDIT**

47.1 The Client shall measure the Contractor's compliance with the Policy on a regular, announced and surprise visits basis for the duration of the contract, as such, the Client shall measure the extent of compliance in accordance with all clauses of the Policy and shall accordingly report non-compliance and compute related penalty based on the non-compliances identified.



As per the Penalty Policy, the Contractor must achieve the minimum points required in each one of the following criteria:

- 47.1.1 Withholding passports
- 47.1.2 Working hours
- 47.1.3 Payment of wages
- 47.1.4 Health and Safety
- 47.1.5 Accommodating Employees in the Village

Should the minimum points in any of the above criteria not be achieved, this will be considered a breach of this Policy, irrespective of the total score achieved for that audit.

47.2 The Client will be entitled to impose financial penalties on the Contractor in the event of the Contractor's failure to comply with this Policy as calculated in accordance with the Penalty Policy.

47.3 Failure by the Contractor to comply with the EPP, or breach of any provision thereof:

- 47.3.1 Shall be dealt with in terms of the relevant provisions of the Penalty Policy and the Main Contract;
- 47.3.2 May (if applicable) cause the Client to report the Contractor's non-compliance with Laws to the relevant authorities as well as inspectors of the Ministry of Labour.

47.4 Consistent breach of this Policy may lead to a series of action to be taken by the Client which include, but not limited to, the termination of the Contractor / Sub-Contractor from the current project and/or the exclusion of the Contractor / Sub-Contractor from future participation in bidding activities related to other projects with the Client.

#### **48 INTERPRETATION OF THE EMPLOYMENT PRACTICES POLICY**

Should there be any dispute about the interpretation or application of this policy, the Parties shall attempt to settle the dispute amicably. Should the Parties fail to settle the dispute amicably, the dispute shall be resolved in accordance with the Main Contract.

#### **49 SUB-CONTRACTORS**

49.1 The Contractor shall ensure that its Sub-Contractors, labour suppliers and labour agencies are fully aware of and comply with all the provisions of this Policy.

49.2 Each sub-contract entered into by the Contractor and Sub-Contractor pursuant to the Main Contract shall include a provision requiring the Sub-Contractor to comply with the terms of this Policy and to provide to the Client a signed certification in the form annexed to this Policy at Annexure H.

49.3 Where any Sub-Contractor fails to comply with any of the provisions of this Policy, the Contractor shall be liable for such non-compliance including other consequences thereof, as if such non-compliance was caused only by the Contractor.

#### **50 GENERAL**

50.1 No relaxation or indulgence, which the ERM may grant the Contractor, shall constitute a waiver of the Client's rights in terms of this Policy or under the Main contract.

50.2 The Client may waive certain requirements of this Policy in respect of Temporary Employees and Key Personnel at its sole discretion. Any such waiver must be provided in writing and signed by the Client.

- 50.3 The Contractor may apply to the Client in writing for the reclassification of an Employee as a Temporary Employee, where to do so would be to the benefit of the Employee. Any such reclassification shall be at the sole discretion of the Client and must be provided in writing and signed by the Client.
- 50.4 Nothing contained in this Policy shall be construed to render the Employees of the Contractor to be Employees of the Client or any other organization associated with the Project.
- 50.5 The Contractor may apply to the ERM for exemption of certain provisions of the EPP, where its application is not practicable or possible.
- 50.6 The Client retains the right to reasonably amend this Policy in consultation with the Contractor, where it becomes necessary to comply with the intent and spirit of the Policy.

## **51 COSTS**

- 51.1 Claims for extra costs incurred by any Contractor for compliance with the provisions of variations to this Policy shall at the sole risk and expense of the Contractor unless otherwise agreed to in advance by the Client.
- 51.2 Under no circumstances will the Client be liable for any costs incurred by Contractor arising out of compliance with the provisions of this Policy.

## **52 SCHEDULE FOR COMPLETION**

- 52.1 The Contractor shall not be entitled to any extension of the Time for Completion, Milestone Dates or other schedule for completion of the Works as a result of the Contractor's compliance with the provisions of this Policy.

# ANNEXURES

# GRIEVANCE PROCEDURE (ANNEXURE A)

## 1 DEFINITION OF GRIEVANCE

A grievance for the purpose of this procedure refers to an individual Employee's feeling of dissatisfaction or injustice with regards to employment relations, work or work related issues.

## 2 PURPOSE AND INTENT

2.1 The purpose of this grievance procedure is to ensure grievances are considered and resolved as closely as possible to the point of origin and as speedily as practical.

2.2 The Contractor and the Employee may agree (in writing) to waive certain stages and time limits stated in the Grievance Procedure so that the grievance may be resolved more quickly.

2.3 Employees and their assistants will not be victimized as a consequence of lodging a grievance.

2.4 A grievance should be raised by an Employee in writing within 3 (three) working days of when it occurred, or by calling the Contact Centre or within a longer period deemed reasonable by the Contractor.

## 3 ASSISTANCE

3.1 A designated member of Managerial Staff ("Manager") who will not be the Employee's manager may be consulted by the Employee and Managerial Staff for advice at any stage during a grievance procedure.

3.2 All grievances should be taken to the designated Manager immediately.

## 4 STAGES OF PROCEDURE FOR AN INDIVIDUAL WORKER OR GROUP OF EMPLOYEES

### 4.1 Step one

An Employee who has a grievance related to his employment must raise it verbally with the Manager. The Employee must make it clear to the Manager that he is submitting a formal grievance. If the matter is settled at this stage, it will be the duty of the Manager to ensure that any agreed action is implemented and the Employee and his assistant (chosen by the Employee for such purposes as translation, advice, guidance etc.) are informed accordingly.

### 4.2 Step two

If the matter is not resolved to the satisfaction of the Employee within 3 (three) full working days of Step one above commencing, he must complete an official grievance form in duplicate, and hand one copy to the Manager who will ensure the proper grievance procedure is implemented.

### 4.3 Step three

An enquiry must be arranged by the Manager within 3 (three) working days of submission of the official grievance form as per Step two above. This enquiry must be attended by the Employee, his immediate superior, an Employee assistant (if required by the Employee), and a human resources representative of the Contractor. The Manager will act as Chairman. The parties will endeavour to resolve the grievance. The decision of the Manager shall be final.

## 5 DISPUTE PROCEDURE

5.1 An Employee may only implement a dispute procedure as stipulated in the United Arab Emirates ("UAE") Labour Law, read in conjunction with the Employee's Contract of Employment after the grievance

procedure has been exhausted or waived by mutual consent. The Contractor may initiate the dispute procedure at any time.

5.2 The Employee must be informed of his rights to refer the dispute in terms of the UAE Labour Law and be assisted with the completion of the appropriate forms.

**6 GRIEVANCE REPORT**

**NOTE:** To be completed in duplicate

- Copy to Employee.

- Copy to person handling the grievance and forwarded to the designated Manager on conclusion of the investigation

Name of Employee.....: Co. No.....

Name of Manager handling grievance: .....

Brief details of grievance report by the employee to the Manager:.....

.....  
.....

The Manager's findings and decision and date:

.....  
.....

Thus done and signed at.....on this..... day of.....20.....

.....

Employee

.....

Manager

## DISCIPLINARY PROCEDURE (ANNEXURE B)

The following procedure shall apply in the event of the Contractor contemplating the dismissal of an Employee for misconduct:

- 1 All relevant information must be gathered by the investigator, including taking statements from witnesses, where applicable.
- 2 The investigator must draft the charges against the Employee, based on all available information.
- 3 The charges should be set out in sufficient detail to enable the Employee to respond accordingly.
- 4 The Employee must be provided with the charge sheet together with any relevant information and/ or documents obtained and /or prepared by the investigator. This may include witness statements where relevant. The Employee must be allowed a minimum of 48 (forty eight) hours to respond to the charges in writing. If assistance with reading, writing and/or translation is needed, such assistance will be provided by the Contractor at its own expense.
- 5 The Employee may be assisted by a fellow Employee, when responding to the charges.
- 6 The Contractor's employment manager will then establish a committee consisting of himself, an independent chairperson, the Employee and his representative and the investigator.
- 7 The chairperson may decide whether he:
  - 7.1 Will allow the respective parties to only argue the matter before him/her, taking into consideration all the documentation presented to him, i.e. charges, the Employee's response and other relevant documents and/or statements, or
  - 7.2 Will allow the respective parties to testify and/or call witnesses who may be cross-examined.
- 8 The chairperson shall decide whether the Employee is guilty of the offence, on the balance of probabilities.
- 9 Should the Employee be found guilty, the chairperson has to consider mitigating and aggravating circumstances before determining the appropriate sanction.
- 10 The chairperson shall at all times be guided by the provisions of the UAE Labour Laws, in determining the procedure and substance of the matter.
- 11 Should the Employee be dismissed, the employment manager must explain to the Employee his rights to dispute the dismissal in terms of the UAE Labour Laws.
- 12 The Contractor may only under exceptional circumstances deviate from the procedure set out above subject to the Client's consent.
- 13 The above procedure sets a guideline to ensure a fair hearing for the Employee.
- 14 The Employee may be suspended before or during the disciplinary process.
- 15 Where the Contractor does not employ an employment relations manager, a senior employee of the Contractor, designated for disciplinary matters, shall attend to all actions in terms of these procedures.

## JOB DESCRIPTION OF ERP (ANNEXURE C)

Job Title	Employee Relations Practitioner (ERP)
<b>Reporting To</b>	The incumbent typically reports to the most senior HR management role within the organization and in the absence of a more senior HR management role, typically will be functionally responsible to the most senior manager representing the Contractor on Site, whilst having a direct reporting relationship with the most senior manager of the organization.
<b>Purpose of Position</b>	A Site based specialist role within the Human Resources structure responsible for the implementation and maintenance of sound employment relations practices and systems. A major responsibility of this role is to ensure compliance to the Employment Practices Policy (EPP) issued by the Client.
<b>Direct Reports</b>	As required.
<b>*Qualifications Required</b>	Bachelor's Degree in HR management or equivalent.
<b>*Experience Required</b>	Minimum of two years experienced at a human resource management or employment relations management level.
<b>Auxiliary Requirements</b>	<ul style="list-style-type: none"> <li>• Computer literate</li> <li>• Valid UAE driving license; and</li> <li>• Fluent in English (read, write and speak).</li> </ul>
<b>Core Competencies</b> (definitions printed on following page)	Analytical, Consulting, Communication, HR Management, Negotiation, Presentation Skill, Problem Solving, Written Consultation.

Competency	Definition
Analytical Thinking	Understanding a situation, issue, problem, etc., by breaking it into smaller pieces, or tracing the implications of a situation in a step by step way. Analytical thinking includes organizing the parts of comparisons of different features or aspects; setting priorities on a rational basis; and identifying time sequences, causal relationships, or if-then relationships.
Consulting	Ability to use knowledge of the technicalities associated with a specific function or position to analyze and advise in order to help the client make the best possible choices.
Communication	The degree to which the employee transmits oral/written ideas professionally (tone, emotion, clarity, accuracy, logic); Expresses oneself confidently in discussions. Listens to and acknowledges others.
HR Management	Ability to maximize employee performance in service of their employer's strategic objectives, focusing on policies and systems.
Planning & Organizing	Ability to efficiently establish an appropriate course of action for self and/or others, to accomplish a specific goal, make proper assignments of personnel, and appropriate use of resources – includes effective and efficient prioritization of work assignments.
Negotiation	Ability to effectively discuss disputes and seek solutions that meets the needs and interests of all stakeholders.
Presentation Skills	Ability to develop presentations using a variety of media and presents ideas effectively to individuals and groups taking into consideration the specific characteristics and needs of the audience.
Problem Solving	Ability to observe, inspect fact-find and use analytical and creative skills to identify different possible courses of action and then selecting the best solution for implementation.
Written Communication	Ability to communicate in writing using proper grammar and syntax, in an organized, accurate, and concise manner.
Duties & Responsibilities	<ol style="list-style-type: none"> <li>1. Provide support for continuous compliance with EPP by maintaining constant communication with Employment Relations Manager – TDIC.</li> <li>2. To monitor the compliance with EPP by the contractor and all its sub-contractors and provide support for continuous compliance by maintaining constant communication with sub-contractor representatives.</li> <li>3. Approve appointment of Designated Employment Relations Practitioner (DERP) for each sub-contractor and notify appointment to the ERM.</li> <li>4. Attend Employment Relations Group (ERG) meetings and report details of all discussions related to senior management and where appropriate, to their Employees and their Sub-Contractors.</li> <li>5. Establish a Work Place Group (WPG) for facilitating communication between ERP, senior management and representatives of sub-contractors.</li> <li>6. Report all details of potential/ occurred industrial action at the earliest to the ERM and agree on procedures with ERM to settle disputes timely, efficiently and effectively.</li> <li>7. Maintain complete and accurate records of all employees on site and ensure efficient safekeeping of employee documents.</li> <li>8. Attend to complaints from employees and escalate the matter to respective personnel.</li> <li>9. To raise exemption requests on behalf of contractor and sub-contractors.</li> <li>10. Consolidate monthly compliance reports prepared by contractor and sub-contractors and submit the same to ERM on timely basis.</li> </ol>



- 
- |  |   |
|--|---|
|  | <ol style="list-style-type: none"><li>11. To assist Independent Monitors and respond to all EPP related queries.</li><li>12. To Attend Kick-off and Closing Meetings for every Project related audit.</li><li>13. To respond to queries from various TDIC stakeholders.</li></ol> |
|--|---|
-

## SITE ASSIGNMENT AGREEMENT (ANNEXURE D)

Whilst the Tourism Development & Investment Company (TDIC) is not the employer of the Employee detailed below, it requires that all Projects managed by TDIC and Sites meet all legal and reasonable standards associated with fair and acceptable employment practices.

As an Employee of the Contractor you have been assigned to work on the **(To be filled by Contractor)** Site.

By signing this Agreement you acknowledge that in addition to any rights and responsibilities stated in the UAE Labour Law and specific entitlements stated in the particulars of the Contract of Employment signed between you and your Employer (insert named of Contractor / Sub-Contractor) as part of being assigned to a Site subject to the EPP and executing tasks relevant to the Works on a TDIC managed Site, you are entitled to the following rights:

- 1 You are entitled to be paid your Salaries and Wages by your Employer on a monthly basis to be paid before the 15<sup>th</sup> calendar day of the following month.
- 2 Your Net Salary due to you shall be paid to you by your Employer through the Wage Protection System Guide (WPS). No Salary shall be paid through Cash or Cheque unless the approved WPS is not available at the time or other exceptional circumstances.
- 3 You are entitled to receive on a monthly basis a payslip in your native language, detailing the total salary and wages earned for the work performed during the previous month, including detailed calculation of pro-ration or overtime hours worked. As well as the detailed calculation and explanation, where applicable, of any deductions or withholdings of any amounts due.
- 4 Your Employer is NOT entitled to make any deductions from your salary any costs related to accommodation, food, transportation to/from the Site.
- 5 Your Employer is NOT entitled to deduct any costs related to the issuance of your UAE Residency, Labour Card, Health Insurance or any other Employer costs, including medical check-up costs, incurred in the issuance of such required permits to work in the UAE, unless otherwise specified by the Law as costs to be incurred by the Employee.
- 6 The Labour Law entitles you to daily, weekly and annual rest period and time off work, it is your responsibility to be aware of such rights and exercise them in accordance with the Law and work conditions as mandated by your Employer and the Law.
- 7 Your Employer is required to establish safe working environment on Site, in the unlikely event of an injury which an approved medical practitioner determines to prevent you from performing your required tasks, you shall continue to receive your Salary and Wages for the period of recovery as determined by the medical practitioner and as stipulated by the Law.
- 8 You are entitled to obtain and maintain for the duration of your Employment a valid Health Insurance evidencing your coverage in an Employer provided Health Insurance as mandated and required by the Law.
- 9 In the case of sickness, other than work related injury, you are entitled to receive medical attention in line with the details of your Employer provided Health Insurance plan and you are further entitled with the continued payments of Salaries and Wages in line with the Labour Law.
- 10 Your passport is a personal document issued to you by your Government and should be retained by you at all times, unless temporarily required by your Employer to execute any governmental transaction on your behalf, such as issuance or renewal of your UAE residency, UAE Labour Card or renewal of your passport with the Embassy of your Country, or any other relevant transaction. In the case of such requirement, your Employer is obliged to return your passport to you on a timely basis upon the completion of the transaction for which your passport was required.
- 11 You are entitled to retain and responsible for the for the safe keeping of your personal documents, including your passports, Emirates ID, drivers' licenses, health insurance card and the bank account card. Your Employer is not entitled to retain these personal documents against your will except as explained in the previous point.

- 12** Your Employer is required to provide you with induction sessions prior to the start of your assignment to the Site explaining your rights as per the Labour Law, The EPP, and applicable Health and Safety measure and procedures.
- 13** Your Employer is required to provide you with relevant Identification Badges displaying your name and Employer name. It is your responsibility to wear this identification badge at all time while present on Site.
- 14** Your Employer is required to provide you, at his cost, all protective and safety clothing required for your work on Site, these include as a standard issuance, the Hard Hat and Safety Boots as well as any other specifically required protective clothing relevant to the nature of the tasks you are performing on the Site.
- 15** You acknowledge that the use and possession of any unauthorized substances (such as alcohol, drugs, weapons etc.) is prohibited on Site and will result in being immediately be removed from the Site as well as any other disciplinary action your Employer may take in accordance with the Law.
- 16** You are entitled to have freedom of movement outside normal working hours, and shall be entitled to leave the accommodation freely and at your own will. You further acknowledge that during working hours you have the responsibility to report to the Site to which your Employer has assigned you and perform the tasks to which your Employer has assigned to you in accordance with the scope of work and with respect to the Law.
- 17** You acknowledge and understand that Industrial Action or Collective Bargaining is not accepted or tolerated and accordingly the principle of “NO WORK NO PAY” shall be applied in all circumstances. Your Employer is entitled and required to take disciplinary action in the case of your involvement in any industrial action or collective bargaining as required and stipulated in the Law.
- 18** You acknowledge your understanding that you should NOT pay or have paid any monies in any form, fees or commissions, to your Employer or any other agent in the UAE or your home country in relation to your Employment with the your Employer or in relation to your appointment to the Site. In the case where you have made such payment, provided you are able to provide genuine and satisfactory evidence of such payment, your Employer is obliged to reimburse you for such payment immediately and without any deduction from any current or future Salaries or Wages due to you.
- 19** You acknowledge your understanding that in connection to your employment with your Employer and with your appointment to the Site, you should NOT pay or have paid any cost of relocation or travel from your Home Country. Such costs are to be paid directly by your Employer, in the case where you have paid any such costs and are able to provide genuine and satisfactory evidence you are entitled to full immediate reimbursement from your Employer without any deduction from any current or future Salaries and Wages due to you.
- 20** You are entitled to discuss with your Employer any concerns or difficulties regarding your Employment and/or Work Conditions with your Employer in accordance with the Law.
- 21** In the case of any Non-compliances by your Employer with the above rights or any other right granted to you by your Contract of Employment or the rights granted by the Labour Law you are entitled to report, without any prejudice or fear or retaliation, such non-compliances to the UAE Ministry of Labour offices (details to be provided) or the TDIC Call Centre (800 2822).
- 22** In the case of reporting any matter to TDIC at Call Centre whilst TDIC will exercise all options possible and within TDIC’s rights and abilities as per its Contract of Agreement with your Employer and with the Law and regulations of any relevant government authority to investigate and resolve, as possible and without prejudice or adverse consequences to you, any non-compliance reported. However, you also acknowledge that as an Employee of your Employer and NOT TDIC, such action or influence by TDIC is limited and constrained by the Contract or Agreement with your Employer and the Law and the resolution and remediation of any non-compliance related to your employment remains the responsibility of your Employer.

Name:

Nationality:

Position:

Employee's Signature: ..... Date:  
.....

Employer: **TO BE FILLED BY EMPLOYER**

Employer's Signature: ..... Date:  
.....

Place of Signature: **TO BE FILLED BY EMPLOYER**

Contractor's Stamp: .....

# INDUSTRIAL ACTION HANDLING GUIDELINES (ANNEXURE E)

## 1 INTRODUCTION

- 1.1 This is a guideline in respect of the handling of any form of Industrial Action occurring on the Site.
- 1.2 This guideline does not condone any participation by Employees in Industrial Action.

## 2 AUTHORITY

- 2.1 It will be primarily the responsibility of the Contractor to handle any Industrial Action or potential Industrial Action engaged in by its Employees.
- 2.2 The most senior site-based manager in the employment of the Contractor (the Senior Manager) shall be the responsible person authorized to act on behalf of the Contractor in respect of any Industrial Action.
- 2.3 The ERP or, where relevant, the DERP of the Contractor, shall act in support of the Senior Manager and shall keep an event diary which shall be made available to the ERM on a regular basis. The ERP/DERP shall report any form of Industrial Action to the ERM without any delay.

## 3 CONTRACTOR'S RESPONSIBILITIES

- 3.1 The ERP/DERP should as far as practically possible, communicate with all Employees engaging in Industrial Action, in order to resolve the grievances, and may for the purpose of such communication elect to talk to the camp bosses, if any, of the aforesaid Employees.
- 3.2 The ERP/DERP shall identify and select an area where Employees who engage in Industrial Action may gather, which area shall be agreed with the ERM.
- 3.3 No striking Employees will be allowed on the Site and the Contractor shall take reasonable steps to ensure that Employees engaging in Industrial Action are redirected to the designated area.
- 3.4 The Contractor shall ensure that Employees, gathered in the allocated area, have reasonable access to toilets and drinking water.
- 3.5 The Contractor shall keep an Industrial Action diary in respect of any Industrial Action undertaken, and as far as practically possible shall also take video footage and photographs of such Industrial Action. Graphic images shall form part of the Industrial Action diary.
- 3.6 The "No-Work No-Pay" principle shall apply during Industrial Action
- 3.7 The Contractor may not dismiss Employees engaging in Industrial Action without the prior written approval of the ERM.
- 3.8 No settlement agreement in respect of Industrial Action shall be entered into, without the prior approval of the ERM.
- 3.9 No media statements shall be released without prior written approval of the ERM, who shall liaise with the Director of Public Relations employed by the Client.

## DIAGRAM OF EPP EMPLOYMENT RELATIONS STRUCTURE (ANNEXURE F)

	PARTICIPANTS	COMMUNICATIONS
<b>ERG Employment Relations Group</b>	<ul style="list-style-type: none"> <li>(1) Client (DER, ERM,</li> <li>(2) Main Contractor PD, HRD (ERP)</li> </ul>	ERG decides on application of Codes and General Employment Practices
<b>WPG Workplace Group</b>	<ul style="list-style-type: none"> <li>(1) Client (ERM) -AD Hoc</li> <li>(2) Main Contractor (ERP or DERP)</li> <li>(3) Sub-Contractors (ERP or DERP)</li> <li>(4) WPG Members</li> </ul>	WPG discusses plant level Employment matters, grievances and non-substantive issues of concern.

**PENALTY POLICY RELATING TO THE EMPLOYMENT PRACTICES  
POLICY (ANNEXURE G)**

## Contractors/Sub-Contractor Certification (Annexure H)

### CONTRACTOR/SUB-CONTRACTOR EPP COMPLIANCE CERTIFICATION

Whilst the Tourism Development & Investment Company (TDIC) is not the Employer of the Employees, it desires that its Project Sites meet all legal and reasonable standards associated with fair and acceptable employment practices.

By signing this Certification you are committed, in addition to your Contract Agreement, to abide to the Employment Practices Policy (EPP).

As a Contractor/Sub-Contractor you shall accordingly:

- 1 fully comply with Laws, General Site Rules and the Employment Practices Policy (EPP)
- 2 Ensure you and your Sub-Contractors/Labour Brokers or Agencies adhere to the requirements of the.

TDIC will exert all reasonable influence to assist the Contractors in meeting the minimum standards of employment set forth in the EPP. However, the first responsibility to ensure compliance with the EPP, is the Contractor.

TDIC reserves its rights to deny you access to its Sites in the event of your non-compliance to the above mentioned conditions. Furthermore the contractor will be subjected to the Penalty Policy as defined in Annex E of the EPP.

By signing this document you confirm having understood its conditions and undertake to comply therewith.

Project \_\_\_\_\_

Main Contractor \_\_\_\_\_

Sub-Contractor \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

(Authorized Signatory)

Place of Signature \_\_\_\_\_

Contractor's Stamp



## Contractor Monthly Statement of Compliance Certification (Annexure I)

I (Contractor Name) hereby certify that the following EPP requirements have been complied with by us and our Subcontractors namely (Company X, Company Y, Company Z, etc)

- 1 Paid the salaries and wages to the employees working on the XXX project for the month of XXX, year XXX and were received by the workers before the 15<sup>th</sup> calendar day of the following month.
- 2 The net Salary that was paid to the employees was submitted through the Wage Protection System Guide (WPS) and not through Cash or Cheque.
- 3 A payslip was provided to all employees in their native language, detailing the total salary and wages earned for the work performed during the previous month, including detailed calculation of pro-ration or overtime hours worked. As well as the detailed calculation and explanation, where applicable, of any deductions or withholdings of any amounts due.
- 4 No deductions from employee's salary for any costs related to accommodation, food, transportation to/from the Site were applied.
- 5 No deductions were made related to any costs for the issuance of the employee's UAE Residency, Labour Card, Health Insurance or any other Employer costs, including medical check-up costs, incurred in the issuance of such required permits to work in the UAE, unless otherwise specified by the Law as costs to be incurred by the Employee.
- 6 In accordance with the Labour Law, employees were provided with daily, weekly and annual rest period and time off work.
- 7 Paid salaries and wages to XX number of injured employees which were approved by the medical practitioner.
- 8 Provided a valid Health Insurance to all employees as mandated and required by the Law.
- 9 Provided employees with medical attention in line with the Health Insurance plan and with the continued payments of Salaries and Wages in line with the Labour Law.
- 10 Employee Passports are provided to all employees on Site, other than XX number of passports which were kept with Contractor Name / Subcontractor name for renewal of UAE residency, UAE Labour Card or renewal of passport with the Embassy of employee's Country, or any other relevant transaction. For such cases, the passport will be returned to the employees on a timely basis upon the completion of the transaction for which the passport was required.
- 11 We did not retain any personal documents including passports, Emirates ID, drivers' licenses, health insurance card and the bank account card of employees against their will except as explained in the previous point.
- 12 We provided all employees with induction sessions prior to the start of the assignment to the Site explaining their rights as per the Labour Law, The EPP, and applicable Health and Safety measure and procedures.
- 13 Provided employees with relevant Identification Badges displaying their name and Contractor/Subcontractor name.
- 14 Provided employees, at our / Subcontractor cost, all protective and safety clothing required for them to work on Site, these include as a standard issuance, the Hard Hat and Safety Boots as well as any other specifically required protective clothing relevant to the nature of the tasks employees are performing on the Site.
- 15 Employees have freedom of movement outside normal working hours, and employees were entitled to leave the accommodation freely and at their own will.
- 16 Took required disciplinary actions, as required and stipulated in the Law, on the cases of XX number of employee's involvement in industrial action or collective bargaining.
- 17 We acknowledge our understanding that we should NOT require employees to pay any monies in any form, fees or commissions, to us as an Employer or any other agent in the UAE or employee's home country in relation to their Employment with us or in relation to their appointment to the Site. In the case where an employee has made such payment, provided they are able to provide genuine and satisfactory

evidence of such payment, we are obliged to reimburse them for such payment immediately and without any deduction from any current or future Salaries or Wages due to them.

- 18** We acknowledge our understanding that in connection to our employee's employment with and/ or appointment to the Site, we should NOT require the employee to pay any cost of relocation or travel from their Home Country. Such costs are to be paid directly by us, in the case where the employee has paid any such costs and are able to provide genuine and satisfactory evidence, we have provided full immediate reimbursement without any deduction from any current or future Salaries and Wages due to them.

Project \_\_\_\_\_

Main Contractor \_\_\_\_\_

Sub-Contractor \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

(Authorized Signatory)

Place of Signature \_\_\_\_\_

Contractor's Stamp