

EMPLOYMENT
PRACTICES
POLICY (EPP)

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Index

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1. PREAMBLE

- 1.1** WHEREAS the Client wishes to set fair and minimum working and living standards for all Employees assigned by the Contractors to perform work on the Site.
- 1.2** AND WHEREAS the Client accordingly developed an Employment Practices Policy (“EPP”) to be applied by all its Contractors.
- 1.3** NOW THEREFORE Client intends to ensure that fair and minimum employment and living standards shall be applied consistently in accordance with this Policy by all its Contractors, in respect of all Employees assigned to the Site and the contractor agrees to be bound by this policy.

2. DEFINITIONS

- 2.1** “AGENT” means and includes any Sub Agent, person or entity that recruits Employees for Contractors.
- 2.2** “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.
- 2.3** “CONTACT CENTRE” means the Contact Centre established by the Client in accordance with this Policy.
- 2.4** “CLIENT” means Tourism Development and Investment Company of Abu Dhabi, also referred to as “Employer” in the Main Agreement.
- 2.5** “CONTRACTOR” means the other Party to the Main Agreement with the Client and includes a Service Provider, where applicable.
- 2.6** “DER” means the Director Employment Relations, appointed by the Client or any person designated by him to oversee the implementation of this Policy. The DER reports directly to the HRD.
- 2.7** “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.
- 2.8** “EMPLOYEE” means all daily, hourly and monthly paid Employees of the Contractor permanently or temporarily assigned to the Site by any Contractor and generally includes but not limited to the categories of Employees set out in Annexure “A” hereto.
- 2.9** “EPCA” means Employment Practices Compliances Auditor, including any additional auditor, dedicated by the Client to assess compliance with the Policy and general employment practices on the Site and in the Village.
- 2.10** “ER” means Employment Relations, comprising all Employment and Employment Relations policies, practices and procedures of the Contractor to be applied on the Site.
- 2.11** “ERG” means the Employment Relations Group, constituted to communicate, promote and coordinate general employment practices in terms of this Policy.
- 2.12** “ERM” means the Employment Relations Manager, appointed by the Client to co-ordinate ER policies, practices and procedures of the Contractor. For the purpose of this Policy the ERM will report directly to the DER.
- 2.13** “ERP” means the Employment Relations Practitioner, appointed by all Major Contractors to ensure that this Policy is implemented and complied with.
- 2.14** “HRD” means the Human Resources Director, appointed or designated by the Client.

- 2.15** “*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.
- 2.16** “*LABOUR SUPPLIER*” means an agent, entity or person that supplies labour, directly or indirectly, to any Contractor or Sub-Contractor
- 2.17** “*LAW*” means any law, regulation, directive, decree, ministerial decision or order, or guideline issued by the relevant authorities where the work is performed.
- 2.18** “*MAIN AGREEMENT*” means the agreement between the Client and the Contractor of which this EPP forms part of.
- 2.19** “*MAJOR CONTRACTOR*” means Contractors that, via subcontractors or otherwise, employs more than 300 Employees (excluding Temporary Employees) on the Site.
- 2.20** “*MANAGERIAL STAFF*” means employees who have the authority to hire, discipline and dismiss employees and to represent the Contractor internally and externally.
- 2.21** “*MISCONDUCT*” means and includes any reason defined by law or practice as being a sufficient ground for the dismissal of an Employee.
- 2.22** “*PARTIES*” means the Client and the Contractor.
- 2.23** “*PROJECT*” means any Project commissioned by the Client.
- 2.24** “*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.
- 2.25** “*SERVICE PROVIDER*” means any person or entity that renders a service to the Client on a regular basis. For the purpose of this policy reference to the Contractor shall include reference to a Service Provider.
- 2.26** “*SITE*” means the location, layout and boundaries of the Project as identified in the Main Agreement. Reference to “Site” shall include any place where a Service Provider renders a service to the Client.
- 2.27** “*SITE ASSIGNMENT AGREEMENT*” (SAA) means the agreement that Contractors are required to enter into with Employees who are assigned to the Site.
- 2.28** “*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.
- 2.29** “*TDIC*” means Tourism Development and Investment Company of Abu Dhabi.
- 2.30** “*TEMPORARY EMPLOYEE*” means all Employees who are assigned to the Site for less than 30 days accumulatively over the duration of the Works.
- 2.31** “*VILLAGE*” means the Accommodation Village or alternative Village that is used to accommodate the Employees of the Contractor.
- 2.32** “*WAGES*” means and includes all monies and benefits payable to Employees in terms of their Contracts of Employment with the Contractor.
- 2.33** “*WORKS*” shall be as defined in the Main Agreement.
- 2.34** “*WPG*” means Workplace Group which is established by the Contractors and Sub Contractors in respect of its Employees in terms of this Policy.

NOTE: The words and expressions set out in the Main Agreement shall bear the same meaning in 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 agreement, shall impose substantive obligations on the Parties.
- 3.3** The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account on its interpretation.
- 3.4** Words and expressions defined in any sub-clause shall, for the purpose of the clause form part, bear the meanings assigned to such words and expressions in that sub-clause.
- 3.5** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the United Arab Emirates.

4. APPLICATION

- 4.1** This EPP shall be applied to all Contractors operating on Site in respect of all Employees identified in the Policy.
- 4.2** All Service Providers to the Client shall comply with the relevant provisions of this Policy, irrespective where such services are rendered, unless provided for otherwise in terms of this Policy, or as determined by the Client.
- 4.3** The Contractor shall ensure compliance of this policy by all its Sub-Contractors.
- 4.4** This Policy is included and considered part of the Contractor’s Main Agreement with TDIC.
- 4.5** Where any provisions in this Policy is contrary or in conflict with the Main Agreement, the provisions of the Main Agreement shall prevail.
- 4.6** This Policy sets out the minimum requirements in respect of employment conditions, policies and practices to be applied by Contractors in respect of all Employees assigned to the Site.
- 4.7** It is recognized that Contractors have 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.
- 4.8** This Policy shall apply from the date of signature of the Main Agreement without condoning non-compliance by the Contractor of any Laws.

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 on the Site.
- 5.3 The Parties shall strive to create a safe, healthy and Employee friendly working environment.
- 5.4 The Client will set minimum standards of living in the Village.
- 5.5 All Employees of the Contractor shall be at all times treated fairly, irrespective of race, gender or ethnic origin.
- 5.6 Female Employees, who perform the same work as male Employees, shall receive equal Wages.
- 5.7 The Contractor shall not employ persons under the age of 18 (eighteen) years, as Employees .
- 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 Agreement.
 - 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, the Parties wish to ensure that sound ER policies, practices and procedures are implemented and adhered to on the Site as well as in the Village.
 - 6.1.4 The ER policies, procedures and practices to be used on the Site and the Village shall as far as practically possible provide for uniformity, consistency and standardization amongst Contractors;
- 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 be required, due to the nature of the relevant Contract, to work in confined areas in close proximity to Employees of other Contractors.

- 7.2 Contractors shall stress to their Employees the consequences of interference with any other Employees, or activities on the Site, as well as in the Village before their employment on the Site.
- 7.3 Contractors must ensure that the Managers and Supervisors are sensitized to the promotion of ER harmony, and have full knowledge of this Policy.
- 7.4 The Parties will actively participate in the ERG and ERPG to ensure ER harmony on the Site as well as in the Village.
- 7.5 Contractors 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.
- 7.6 Contractors shall also ensure that Employees have access and understand the use of the Contact Centre
- 7.7 Contractors shall ensure that their Employees understand unequivocally that the Client reserves the right of access to the Site and that the Client may withdraw such access to the Site.

8. STATUTORY REQUIREMENTS

- 8.1 All Contractors 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.
 - 8.1.2 Health and Safety Legislation and Regulations, issued by any 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 Agreement.
 - 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, that has no direct cost implication to the Contractor; and
 - 8.1.5 Any other legislation applicable to Employees.
- 8.2 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 DER and the ERM have authority, on behalf of the Client, with regard to all ER matters on the Site and the Village pertaining to the Works, and are 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 (Employment Practices Compliance Auditor) 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.
- 9.3 In the area of ER, there is significant measure of interdependence between all Contractors working on the Site and accordingly any action contemplated by the Contractor on the Site in respect of employment matters outside its normal operations, shall be scrutinized by the DER and ERM with regard to its potential effects on other Contractors, prior to the implementation thereof.

10. EMPLOYMENT RELATION POLICIES, PROCEDURES AND STANDARDS

- 10.1 The ER policies, procedures and practices of the Contractor applied on Site shall at least conform to minimum standards set by Law and will be applied to the satisfaction of the DER and the ERM.
- 10.2 The Contractor shall ensure that the following written procedures are in place or at least meet the minimum requirement set out in the annexed procedures.
 - 10.2.1 Grievance Procedure; (Annexure “B”)
 - 10.2.2 Disciplinary Procedure; (Annexure “C”)
- 10.3 The Contractor shall provide to the ERM a copy of its disciplinary and grievance procedures, all HR Policies and example of its original offer of employment and its Employment Contract, Induction Programme, Vocational Skills Policy and any other relevant policies and/or ER procedures that may directly or indirectly apply to the Employees.
- 10.4 Documents and procedures shall, as far as possible, be standardised.
- 10.5 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.

11. EMPLOYMENT RELATIONS PRACTITIONER (ERP)

- 11.1 Major Contractors shall employ a full time qualified and experienced ERP on the Site, who will meet the minimum requirements of the job description, as set out in Annexure “D”
- 11.2 The ERP shall co-ordinate all ER functions relating to the Contractor on Site. Such ERP shall be approved by the ERM prior to him assuming his duties.
- 11.3 Where a Contractor has less than 300 (three hundred) Employees on the Site, the Contractor will have one of its Senior Managers dedicated and appointed to the Employment Relations function i.e. a Designated Employment Relations Practitioner (DERP). Such DERP shall be approved by the ERM prior to him assuming his duties.
- 11.4 The ERP and DERP will be required to attend a workshop, arranged by the Client to familiarise themselves with this Policy and to ensure its compliance by the Contractor.
- 11.5 The ERP and DERP will be required to successfully undergo a certification program arranged by TDIC and this will coincide with the attendance of the aforesaid workshop.
- 11.6 The ERP and DERP shall attend the ERG or ERPG meetings.

12. EMPLOYMENT RELATIONS GROUP (ERG)

- 12.1** In order to promote a co-ordinated 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 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 consist of:
- 12.4.1 The DER
 - 12.4.2 The ERM; (Chair)
 - 12.4.3 The EPCA; (Observer)
 - 12.4.4 The HR Director or designated person of the Main Contractor
 - 12.4.5 An ERP of each of the Major Contractors
 - 12.4.6 Any other person or expert nominated by the Client or the ERM.
- 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 Decide on a common strategy to solve any ER problems that may arise;
 - 12.6.5 Consider alternative dispute resolutions to the extent that it is permitted and allowed to in terms of the UAE Laws;
 - 12.6.6 Discuss issues arising from the ERPG or the WPG meetings, and
 - 12.6.7 Resolve any other Employment Relations matters that may arise on the Site;
- 12.7** The ERP's 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 the 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. ER PRACTITIONER GROUP (ERPG)

- 13.1 The ERPG is established to enhance consistent and standardized compliance with the EPP by all Contractors on Site, and to ensure effective communication between the Client and the Contractor with regard to all ER matters.
- 13.2 All ERP's and DERP's, of all Contractors and Sub-Contractors shall attend the ERPG and have monthly ERPG meetings chaired by the ERM.
- 13.3 All matters arising from the interpretation or application of this policy including matters referred to the ERPG by the ERG shall be discussed at this meeting.
- 13.4 The members of the ERPG shall report details of all discussions related to ERPG participation to their Senior Management and where appropriate, to their Employees and to their Sub-Contractors.
- 13.5 Minutes shall be kept of this meeting and sent to the ERM and all ERP's and DERP's within two days of the meeting having been conducted.
- 13.6 The ERPG shall continue to function on Site for the full duration of the Project.

14. WORK PLACE GROUP (WPG)

- 14.1 A WPG shall be established by the Contractor to ensure proper communication between the Contractor and its Employees.
- 14.2 The Work Place Group shall consist of the Health and Safety Representative (termed Work Place Member for the purposes of this Group) of the Contractor, designated to this group by the Contractor. The ERP or DERP and a member of the Contractor's Management, nominated for this purpose, shall also attend all WPG meetings.
- 14.3 WPG meetings will take place at least once per month.
- 14.4 The ERM shall be entitled to attend meetings of the WPG when and where items of common interest are discussed.
- 14.5 Copies of the minutes of the meetings of the WPG shall be sent to the ERM within 2 (two) days of each meeting.
- 14.6 The WPG shall not constitute an institution or forum to negotiate Wages and conditions of employment.
- 14.7 The WPG shall continue to function on Site for the full duration of the Project.
- 14.8 The Employees participating in the ERG, ERPG or the WPG, shall receive their normal pay, when attending these meetings.
- 14.9 The Contractor will not be obliged to establish a WPG where it employs less than 20 Employees

15. EMPLOYMENT REQUIREMENTS

- 15.1 Expatriate Employees will not be allowed to work on Site unless they are in possession of a valid work permit in accordance with UAE Labour Law.

- 15.2** The Contractor shall only employ Employees whose conduct, capabilities and qualifications are appropriate for the required duties to be performed.
- 15.3** Contractors may only assign Employees to the Site that have signed a Site Assignment Agreement (SAA), in the format set out in annexure “E” hereto and in their own language. Temporary Employees, as defined in this Policy, are excluded from this requirement.
- 15.4** The Contractor shall submit monthly manpower reports to the ERM showing totals of number of its Employees on Site and reflecting nationality, start dates and the position of each Employee.

16. RECRUITMENT

16.1 Agencies

- 16.1.1** The Contractor shall only utilize the service of a reputable Agent, that is registered and licensed and accredited or registered with the Embassy or Consulate, alternatively with a industry related professional association in the country of recruitment.
- 16.1.2** The Contractor shall include the prohibition of payment of Recruitment Fees by Employees in its contract with any Agent and on request, furnish the ERM with a copy of such contract.
- 16.1.3** 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

16.2 Recruitment Fees

The Contractor shall reimburse Employees for any Recruitment Fees paid by them, without deductions being imposed on their remuneration.

16.3 Relocation Costs

The Contractor shall be liable to pay all monies in respect of the Employees’ relocation to the UAE, including visa fees, travel/ticket and in general all monies that was necessary to assign the Employees to the Site. This requirement shall not apply to Temporary Employees.

16.4 Reporting

- 16.4.1** Where it has come to the attention of the Contractor that an Agent charged an Employee a Recruitment Fee, the Contractor shall report such Agent to the ERM, local Embassy, Consulate and relevant Authorities and may not utilize the service of such Agent thereafter.
- 16.4.2** The ERM shall distribute a list of such agents to all Contractors and Sub-Contractors to be dealt with in terms of this Policy.

16.5 List of Agents

- 16.5.1** The Contractor shall only use reputable Agents who do not charge any Recruitment Fees.
- 16.5.2** The Contractor shall provide the Client with a list of Agents it utilises.
- 16.5.3** The Client has the right to stop the Contractor from utilising the services of any Agent, where such Agent charges a Recruitment Fee.

16.6 Declaration by Employees – Site Assignment Agreement (SAA)

- 16.6.1** The SAA is designed to ensure that the Employee acknowledges and accepts the special employment conditions applicable to the Site and the Village.

- 16.6.2 The Employees of the Service Provider shall sign the Site Assignment Agreement which is annexed hereto marked Annexure "F".
- 16.6.3 Employees shall be required to sign a Site Assignment Agreement (SAA), stating that he is aware that no Recruitment Fee is payable by him and that he has not paid any such Recruitment Fee to any Agent in respect of his assignment to the Site. The SAA shall be signed before the Employee is assigned to the Site, unless provided otherwise in terms of this Policy.
- 16.6.4 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.
- 16.6.5 The Client reserves the Right of Admission on the Site and may withhold admission in the event of non compliance with the SAA.

16.7 Confirmation of Employment

New employee's shall receive, in their own language, and acknowledge receipt of official confirmation of his terms of employment, including but not limited to all wage information before leaving his country of origin, or where the Employee is already in the UAE, before the Employee is assigned to the Site.

17. PASSPORTS

- 17.1 The provision 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.
- 17.2 All Employees shall remain responsible for the safe keeping of their personal documents, including passports, drivers licenses, labour cards and health insurance cards.
- 17.3 No Contractor shall keep or retain the passport of any Employee, other than for the purposes of obtaining or renewing of a Residency Visa or cancellation of the Residency Visa upon termination of employment.
- 17.4 The ERP or DERP shall do 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

18. CONTRACTS OF EMPLOYMENT (COE)

- 18.1 All Contracts of Employment shall at least comply with the minimum requirements of the Law and this Policy.
- 18.2 The Contracts of Employment shall be approved and registered by the UAE Ministry of Labour.
- 18.3 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.
- 18.4 Where an Employee had been in the UAE before being assigned to the Site, the employee shall be required to sign the SAA before such assignment and handed a copy thereof.
- 18.5 The aforesaid documents shall be translated and explained to the Employee in his native language before signature thereof.
- 18.6 The Employee shall be given a copy of his Contract of Employment.

- 18.7** 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.
- 18.8** No Employee may be required to sign any blank document.
- 18.9** The Contractor shall keep a record and copies of all Contracts of Employment and the SAA and these shall be filed in fire proof cabinets and be made available for inspection upon request by the ERM or EPCA.

19. INDUCTION

- 19.1** Induction will be provided by the Contractor before its Employees commence work on the Site. It is the responsibility of the Contractor to ensure that all its Employees are fully aware of all safety risks. Employees will therefore not be permitted to work on the Site before at least safety induction has taken place.
- 19.2** Contractors shall in addition set aside sufficient time for the initial induction of each of their Employees in respect of EPP and Security matters, in accordance with applicable Laws as well as Site Rules.
- 19.3** The ERM will provide an induction programme to the Contractor, to ensure uniformity of induction.
- 19.4** Major areas to be covered by the induction programme are:
- 19.4.1 Safety;
 - 19.4.2 Operation of the EPP;
 - 19.4.3 The common objective of all Contractors relating to the Project;
 - 19.4.4 The diversity of industries and the terms and conditions of employment, governing employment in the different industries on Site and the implications thereof;
 - 19.4.5 Principles of Employment harmony;
 - 19.4.6 ER Procedures on Site
 - 19.4.7 Operation of the Work Place Group
 - 19.4.8 Awareness and use of the Contact Centre
 - 19.4.9 Rules of the Village
- 19.5** Temporary Employees shall only be required to undergo induction in respect of Safety and Site Rules and Regulations before entering the Site. Where such Temporary Employees stay in the Village, they also have to undergo the induction in this regard.
- 19.6** The Contractor shall ensure that induction documents are reasonably available and accessible to its Employees. The document shall be in a format to be approved by the ERM and shall be available in the majority of languages spoken by the worker including Hindi, Bengali, Telugu, Malayalam and Tamil.
- 19.7** Employees shall receive their normal Wages when attending induction.
- 19.8** The Contractor shall keep a record of all Employees who have attended the induction.

20. IDENTIFICATION BADGES

- 20.1 The Employee will be issued with two badges, i.e. one to have access to the Village (the Village badge) and the other in respect of the Site (the Site badge)
- 20.2 Identification badges must be worn and displayed at all relevant times.

21. WAGES

- 21.1 The Employee's Wages shall include all monies, allowances, benefits and all other dues payable to Employees in accordance with their Contracts of Employment.
- 21.2 The Contractor shall pay each Employee's Wages on a regular basis and without delay in terms of the Wage Protection System Guide (the WPS), issued by the Department of Labour.
- 21.3 Employees will be instructed by the Contractor, not to disclose their Wages to any other Employee of the Contractor, or to Employees of other Contractors or Sub-Contractors.
- 21.4 The Contractor may not deduct any money from any Employee's Wages, except for the following:
 - 21.4.1 Deductions permitted by law;
 - 21.4.2 Repayments of loans provided the Employee has signed an agreement to that effect and that such deduction shall not exceed 10% (ten per cent) of the Employees' Wages; No interest, levy or payment of whatever nature may be charged in respect of loans to Employees.
 - 21.4.3 Any debt to be executed in terms of a Court ruling, and
 - 21.4.4 Any recovery of loss or damage caused by an Employee's conduct, provided that such deduction including any conditions thereof, is approved by the ERM.
- 21.5 No deduction may be made from Employees' Wages in respect of:
 - 21.5.1 Health and Safety
 - 21.5.2 Food
 - 21.5.3 Accommodation
- 21.6 The Contractor shall maintain a payroll register to address any payroll queries.
- 21.7 The Contractor shall keep a wage register of all its Employees, setting out all their Wages and the calculation thereof.
- 21.8 The Contractor shall provide proof of payment of Wages to the Ministry of Labour and to the ERM on a monthly basis.

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 Employees with payslips when the Employees' Wages are being paid.

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

24.2.1 Basic Wage.

24.2.2 Hours Worked .

24.2.3 Overtime Hours Worked.

24.2.4 Payment of Overtime.

24.2.5 Payment for leave.

24.2.6 Deductions.

24.2.7 Any contribution by the Contractor.

24.2.8 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 have a Time and Attendance system, to control hours of work and access to and from the Site by its 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

The Contractor shall maintain a file for each Employee, showing his name, job or occupation, age, nationality, place of residence, marital status, date of employment, wage and adjustments thereto, record of leave, penalties imposed, disciplinary records, grievance records, appraisals, records of medical examinations, occupational injuries and diseases the Employee sustained, and the date and reason for termination of employment. The file shall also contain a copy of the Employee's Contract of Employment, Site Assignment Agreement, induction records, and skills history, or as otherwise required by the ERM.

27. WORKING HOURS

- 27.1 The normal shift start and finish times, including shift patterns, shall meet the requirements of the Works and the Law. These times should as far as practically possible, be common to all Contractors, except for Security and Site Services.
- 27.2 All breaks shall be in accordance with the Law.
- 27.3 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 the rest periods and days, as per the Law.
- 29.2 Rest periods and rest days should as far as practically possible, be common to all Contractors.
- 29.3 Daily paid workers, referred to in the Law, 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 leave record shall deal with annual leave, sick leave and other leave.
- 30.3 The contractor shall ensure that all employees receive a minimum of 30 calendar day's paid annual leave each year.
- 30.4 Employees are also entitled to leave with full pay for all UAE public holidays.

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 the relevant insurance, in terms of the Law to ensure that all Employees have access to health insurance from the date of assignment.
- 32.2** The Contractor shall be liable for the payment of the Employees' Health Insurance.
- 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 Employees who are exposed to occupational diseases.

33. HEALTH AND SAFETY

- 33.1** The Contractor shall at all time provide its Employees with safe working conditions, including safe equipment. The contractor will have a health and safety programme in place that meets the requirements of UAE Law and the EPP. TDIC requires that safety audits, risk assessments and on-site visits are regularly conducted. TDIC also requires that all tools and machinery are in safe working condition and are certified by the relevant statutory bodies.
- 33.2** The Contractor shall dedicate a senior person from management to be accountable for all Health and Safety matters.
- 33.3** The Contractor shall provide Employees with personal protective clothing that will be compliant with minimum acceptable standard as determined by the Client's Health and Safety Manager:
- 33.4** Protective clothing shall be issued to Employees free of charge by the Contractor.
- 33.5** Each Contractor will have their company name on each Employee's overall and hard hat.
- 33.6** It will be compulsory for all Employees to wear their protective clothing.
- 33.7** The Contractor shall keep an occupational injuries' register on Site, recording all occupational injuries, diseases or deaths on Site or in the Village.
- 33.8** The Contractor shall ensure that health and safety representatives are appointed, regular meetings take place and that records are kept of such meetings.
- 33.9** The Contractor shall provide first aid boxes containing medicine as prescribed by Law. At least 1 (one) first aid box shall be provided for every 100 (one hundred) Employees.
- 33.10** The Contractor shall display on the notice board detailed instructions indicating measures how to prevent fires and the protection of Employees in this regard.

34. OCCUPATIONAL INJURY RELATED COMPENSATION

- 34.1 Notice and payment will be made in terms of 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 subject to the provisions of the Laws.

35. RETURNING TO COUNTRY OF ORIGIN

- 35.1 All Wages and dues payable to the Employee at the end of his contract, including severance pay, shall be paid to the Employee as regulated by the Law.
- 35.2 Payments shall be made before the Employee returns to his country of origin.
- 35.3 The Contractor shall, where applicable, be liable for the costs of the Employee's repatriation, which shall be the issuing of a travel ticket or payment of the value of such travel ticket.

36. FACILITIES

- 36.1 Employees shall be provided with drinking water and toilets.
- 36.2 Facilities such as toilets, change facilities (for both males and females) and smoke areas shall be provided by the Contractor with guidelines for its use.
- 36.3 The Contractor shall provide Employees with prayer rooms.
- 36.4 Any kiosk operated on the site, shall charge market related prices, which shall be monitored by the ERM
- 36.5 The Contractor shall provide a notice board for the purpose of communicating to Employees.
- 36.6 The Contractor shall at least display on such notice board in English and other key languages:
 - 36.6.1 The basic work rules.
 - 36.6.2 Grievance procedure.
 - 36.6.3 Disciplinary rules and procedures.
 - 36.6.4 A summarized extract of the important principles of the EPP.
 - 36.6.5 The number of the Contact Centre.
- 36.7 The Contractor shall make available a "suggestion box", in order to allow Employees to make any suggestions or to raise any concerns or grievances. This "suggestion box" shall be inspected on a regular basis and any issues raised therein, shall be reported to the ERG and ERM.

37. CONTACT CENTRE

- 37.1 The Client has made available a Contact Centre consisting of a direct access line to 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 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 it is disclosed by the caller.
- 37.4 The Employees shall be informed of this facility including the telephone numbers of the Contact Centre during their induction.

38. SITE TRANSPORT

The Contractor shall provide its Employees with free transport, between the Site and the Village at the start and end of each shift.

39. TRAINING AND VOCATIONAL SKILLS

- 39.1 The Contractor shall endeavour to as far as possible ensure that each Employee has a basic literacy level, which level will from time to time be assessed by the ERG.
- 39.2 The Vocational Skills Policy of the Client shall form part of and may be incorporated into this Policy or the Main Agreement and Contractors have to comply with the Vocational Skills Standards set by the Client.
- 39.3 Temporary Employees are excluded from the provisions of this requirement.

40. EMPLOYEE DISPUTES

- 40.1 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.
- 40.2 The Contractor shall make this information available to the Employees during the induction.

41. 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. They will be entitled to maternity leave with full pay for a period of 45 days and during the 18 months following the delivery a female Employee nursing her child shall be entitled to two additional intervals each day for this purpose, neither of which shall exceed half an hour.

42. LABOUR STANDARDS

- 42.1** 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.

43. INSPECTORS

The Contractor shall at all times allow any inspectors from the UAE Ministry of Labour and other Authorities to carry out its inspections as per the Law.

44. “NO POACHING / TOUTING” UNDERTAKING

- 44.1** Contractor shall not directly or indirectly “poach or tout” personnel or Employees from other Contractors or the Client by means of any other job offer, financial inducements or other incentives, or upon any other basis during the period of the Works, save where:
- 42.1.1 another Contractor has either demobilized an Employee or made him redundant with written proof thereof;
 - 42.1.2 the Employee has been issued with a No Objection Certificate (NOC);
 - 42.1.3 A mutual agreement otherwise exists in writing between the Contractors and is approved by the ERM.

45. ACCESS TO THE SITE

- 45.1** 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.
- 45.2** Any Employee that deserted or had been dismissed by any other Contractor for misconduct, poor performance, or for participation in Industrial Action shall not be allowed on the Site.

46. SITE INDUSTRIAL ACTION POLICY

- 46.1** The Contractor accepts that Industrial Action may cause damage or delays to the Project.
- 46.2** 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 timely, efficiently and effectively.

- 46.3** In the event of the Contractor becoming aware of a potential employment relations 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.
- 46.4** The ERP or designated persons by the Contractor will ensure that Industrial Action Handling Guidelines pertaining to the Site are put in place by the Contractor. These guidelines shall meet the minimum requirements as set out in annexure “G” hereto.
- 46.5** The Contractor shall train its managers and supervisors in the management and implementation of the Industrial Action Handling Guidelines and all relevant aspects of the ER Procedures.
- 46.6** 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.
- 46.7** The ERM and the DER will have input into the Industrial Action handling team of the Contractor and has authority to require the Contractor to implement certain steps / procedures, in order to assist in attempting to cause the cessation of the Industrial Action.
- 46.8** Where Industrial Action takes place during the same period, at more than one Contractor Site, the ERM and the DER shall primarily be responsible to assist the Contractor with and attempt to cause the cessation thereof.
- 46.9** Contractors shall observe the “No Work / No Pay” principle during any period during which Employees engage in Industrial Action.
- 46.10** Industrial Action procedures shall be addressed during the Induction Programme.
- 46.11** The ERM shall at all times liaise with the DER and the Contractors’ designated person.
- 46.12** A “diary” shall be kept in respect of any Industrial Action. Such diary shall at least reflect a detailed record of the sequence of events.

47. SITE SECURITY REQUIREMENTS

- 47.1** Employees shall use the designated Site entrance, and follow the shortest safe access route to and when leaving their work areas on the Site.
- 47.2** Employees shall conform and comply with all Security procedures as detailed and determined from time to time on the Site.
- 47.3** 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 relevant legislation in this regard, will immediately be removed from the Site and his access permit withdrawn.
- 47.4** It is the responsibility of the Contractor to prevent these incidents and/or to take the necessary disciplinary action, in any such event.
- 47.5** Security appointed to the Site, may do random testing in respect of the above, in terms of the relevant Security Rules and Regulations.
- 47.6** A Drug and Alcohol Policy shall be implemented by the Contractor, in terms of the relevant Security Rules and Regulations.

48. VILLAGE

- 48.1 The provisions in respect of Villages will not apply to Service Providers
- 48.2 The Contractor shall be obliged to utilise the Village provided by the Client for all Employees, excluding Temporary Employees. Any exception has to be reviewed and approved in advance by the ERM.
- 48.4 Where the Contractor does not 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.
- 48.4 Employees may not be charged any rent or fee, towards their accommodation.
- 48.5 The Contractor shall provide for the Employee's accommodation in the Employee's Contract of Employment, in lieu of a housing allowance.
- 48.6 The Employee shall accordingly immediately leave the Village, on the completion of the Works, or on the termination of his employment for any reason whatsoever
- 48.7 The Facilities Management Company, shall develop Village rules to be approved by the ERM and the Village will be managed by the Facilities Management Company, as appointed for this purpose by the Client.

49. NON-PAYMENT OF WAGES

- 49.1 Any payments made 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.
- 49.2 No provision of this Contract shall relieve the Contractor from its obligations and responsibilities to discharge Wages payable to Employees or meet the aforesaid statutory requirements for the benefit of the Employees.
- 49.3 In the event a claim is made to or by any relevant authorities, that the Contractor has failed to pay the Wages or comply with any statutory requirement, or where 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, as the case may be and recover or deduct all such payments, as the case may be, from the monies payable to the Contractor.
- 49.4 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.

50. EMPLOYMENT PRACTICES INSPECTION

- 50.1** It is recorded that the Client has appointed an Employment Practice Compliance Auditor (“EPCA”) who will have the right to attend and inspect the Contractor’s Site, all Employment Records and the Village, and to conduct interviews with management and Employees. One of the main responsibilities of the EPCA is to audit compliance with the EPP.
- 50.2** The Contractor is encouraged to perform self assessments from time to time to ensure compliance with this Policy.
- 50.3** Any obstruction of the EPCA’s inspection or auditing shall be construed as a serious breach of this Policy.
- 50.4** Temporary Employees will be excluded in the aforesaid inspection.
- 50.5** The audit report by the EPCA, including the scores allocated, shall constitute prima facie evidence of compliance or non-compliance by the Contractor.

51. EPP COMPLIANCE CERTIFICATION

- 51.1** The Contractor shall be certified by the EPCA on a quarterly basis, in terms of its compliance with the EPP, as indicated in Annexure “I”
- 51.1.1** As indicated in Annexure “I”, the contractor must achieve the minimum points required in each one of the following areas:
- Withholding passports
 - Working hours
 - Payment of wages
 - Health and Safety
- Should the minimum points in the above areas not be achieved, it will imply that even though the total score could be in the compliance zones, the overall audit result, will equate to non compliance with the EPP.
- 51.2** Any repeated failure by the Contractor to comply with the EPP, or breach of any provision thereof:
- 51.2.1** Shall be dealt with in terms of the relevant provisions of the Main Agreement;
- 51.2.2** May cause the Client to report non-compliance with Laws, to the relevant authorities as well as inspectors of the Ministry of Labour.
- 51.3** Consistent unfavourable results of such certification may furthermore lead to the exclusion of the Contractor from future participation in bidding activities related to other projects with the Client.
- 51.4** This Audit may be amended by the Client, provided that such amendment does not effect the Contractor’s entitlements.

52. INTERPRETATION OF THE EMPLOYMENT PRACTICES POLICY

Should there be any dispute about the interpretation or application of this Agreement, the DHR or any person designated by him, shall have a final and binding decision on all Parties, in respect of the issue in dispute.

53. SUB CONTRACTORS

- 53.1 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.
- 53.2 The Contractor shall provide for the compliance of this Policy, in their Agreements with Sub-contractors and provide the Client with a copy of such Agreement.
- 53.3 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.

54. GENERAL

- 54.1 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 Agreement.
- 54.2 The Client may waive certain requirements of this Policy in respect of Temporary Employees and Service Providers.
- 54.3 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.
- 54.4 The Contractor may apply to the ERM for exemption of certain provisions of the EPP, where its application is not practicable or possible.
- 54.5 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.

55. COSTS

- 55.1 Claims for extra costs incurred by any Contractor for compliance with the provisions of variations to this Policy shall be for the account of the Contractor unless otherwise agreed to in advance by the Client.
- 55.2 Under no circumstances will the Client be liable for any extra costs incurred by Contractor arising out of compliance with the provisions of this Policy.

56. SCHEDULE FOR COMPLETION

Under no circumstances will compliance with the provisions of this Policy by the Contractor be accepted by the Client as meriting any extension of Contractor's schedule for completion of the Works in terms of the Main Agreement.

ANNEXURES

CATEGORIES OF EMPLOYEES (ANNEXURE "A")

AC Ducting Installer
AC piping Installer
Camp boss
Carpenter Foreman
Carpenters
Chargehands
Cleaner
Document controller
Drivers
Electricians
File Clerk / Photocopy clerk
Formwork Foremen
General Foremen
Kitchen staff
Lab Technician
Labour Foreman
Labourer
Male Nurse
Mason Foremen
Masons
Mechanic
Operators
Plumbers
Scaffolder foreman
Scaffolders
Security guards
Steel Fixer Foremen
Steel fixers
Store assistants/control
Survey assistant
Time keeper

GRIEVANCE PROCEDURE (ANNEXURE "B")

1. A Grievance for the purpose of this procedure refers to an individual Employee's feeling of dissatisfaction or injustice with regards to 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 to waive the 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) days of when it occurred, or by calling the call centre or within a longer period deemed reasonable by the Contractor.

3. ASSISTANCE

- 3.1 The designated Manager, who will not be the employee's manager may be consulted by the Employees and Management 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 designated Manager. The Employee must make it clear to the designated Manager that he is submitting a formal grievance. If the matter is settled at this stage, it will be the duty of the designated 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 still not resolved to the satisfaction of the Employee within 3 (three) full working days, he must complete an official grievance form in duplicate, and hand one copy to the designated Manager who will ensure the proper grievance procedure is implemented.
- 4.3 **Step three**
An enquiry must be arranged within 3 (three) working days by the Employment Relations Manager. This enquiry must be attended by the Employee, his immediate superior, an Employee assistant if required by the Employee, and a Human Resources representative. The designated Manager will act as Chairman. The parties will endeavor to resolve the grievance. The decision of the designated 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 general conditions 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 designated manager handling grievance:.....

Brief details of grievance report by the employee to the designated manager:

.....

.....

The Designated Manager’s findings and decision and date :

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

.....
Employee

.....
Designated Manager

DISCIPLINARY PROCEDURE (ANNEXURE “C”)

The following procedure shall apply in the event of the Contractor contemplating the dismissal of an Individual 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 and writing is needed, such assistance will be provided.
- 5) The employee may be assisted by a fellow employee, when responding to the charges.
- 6) The 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:
 - a) 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
 - b) Will allow the respective parties to testify and/or call witnesses who may be cross-examined.
- 8) The chairperson has to 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 "D")

Job Title	Employee Relations Practitioner (ERP)
Reporting To	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 dotted line reporting relationship with the most senior manager of the organization.
Purpose of Position	This is 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.
Direct Reports	As required.
*Qualifications Required	B degree in HR management or equivalent.
*Experience Required	Minimum of two years experienced at a Human Resource Management or Employment Relations management level.
Auxiliary Requirements	<ul style="list-style-type: none"> • Computer literate • Valid drivers license; • Fluent in English (read, write and speak); • Sound knowledge of the Client Employment Practices Policy and UAE Labour Law.
Core Competencies (definitions printed on reverse of page)	Analytical, Consulting, Communication, HR Management, Negotiation, Presentation Skill, Problem Solving, Written Consultation.

Note: Job Description also applicable to Designated Employee Relations Practitioner (DERP), as defined in the Employment Relations Policy, with the exception of those sections of the position description marked by asterix (*).

Competency	Definition
Analytical	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.
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.
Consulting	Providing expert advice in a particular domain or area of expertise such as accountancy, information technology, the law, human resources, marketing, medicine, finance.
HR Management	Assesses current and future staffing needs based on organizational goals and budget realities. Effectively applying valid and recent HR systems and processes covering the total spectrum of HR (performance management, recruitment, development, appraisals, awards, promotions, HR administration, etc).
Negotiation	Ability to build consensus through a process of give and take, in order to convince others to cooperate with the corporate goal.
Presentation Skill	Ability to develop presentations using a variety of media and presenting ideas effectively to individuals and groups taking into consideration the specific characteristics and needs of the audience.
Written Communication	Ability to communicate in writing using proper grammar and syntax, in an organized, accurate, and concise manner.

<p style="text-align: center;">Duties & Responsibilities</p>	<ol style="list-style-type: none"> 1. Implementing and maintaining the Employment Practices Policy (EPP) issued by the Client in addition to implementation and maintenance of internal HR policies and procedures. 2. Establishing and maintaining an effective communication structure, with specific emphasis on the effective management of an Employee Workplace Group. 3. Ensuring that sound recruitment practices are followed in full compliance with the principles of the EPP and Site Assignment Agreement (SAA). 4. Ensuring that fair employment relations practices are observed and that grievance and disciplinary procedures are effectively, objectively and fairly managed. 5. Regular reporting of the status of ER as well as critical events to Senior Management and, where applicable, to the ERM. 6. Liaise with the Client Employment Practices Compliance Auditor (EPCA) on the subject of EPP Certification and ensuring that effective remedial action plans are prepared and implemented to address and eliminate EPP non conformances. 7. Ensure compliance by Contractor/sub-contractor in respect of all aspects of the Employment Practices Policy. 8. Ensure compliance with the standards as defined by the Vocational Skills Policy as referenced by the EPP. 9. Participate in EPP communication forums, including Employment Relations Group (ERG), Employment Relations Practitioner Group (ERPG)
<p style="text-align: center;">Notes</p>	<p>This Job Description will be revisited from time to time by the Client. The responsibilities as defined in this Job Description relate specifically to the ERP and DERP roles and the incumbents of such roles are to be made aware of the fact these defined duties and responsibilities are the primary responsibilities associated with the role and that these should under no circumstances be neglected as a result of other responsibilities that are assigned to the employee by the employer.</p>

SITE ASSIGNMENT AGREEMENT (ANNEXURE “E”)

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

As an Employee of the Contractor you will be assigned to work on the..... Site.

By signing this Site Agreement you are committed, in addition to your Contract of Employment, to abide to the rules and regulations of the Site.

You shall accordingly:

1. Fully comply with Laws, General Site Rules and the Employment Practices Policy (EPP)
2. Not accept or make any payment in respect of any recruitment fee requested or imposed on you by any employer, individual, recruiting agent, sub agency, company or contractor with regard to your assignment to the Site.
3. Assume personal responsibility for the safe keeping of your passport,
4. Abide by the Accommodation Village rules and regulations,
5. Use the Telephone Contact Centre responsibly to report any non-compliance with the Employment Practices Policy (EPP), UAE Laws and to make constructive suggestions regarding employment conditions.

TDIC will exert all reasonable influence to assist you and your Employer in meeting the minimum standards of employment set forth in the EPP. You are also required to ensure compliance with the EPP, particularly during the recruitment process.

TDIC reserves its rights to deny you access to its Sites in the event of your non compliance to the above mentioned conditions.

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

Name:

Nationality: Badge Number:

Position:

Signature: Date:
(Employee)

Employer:

Signature: Date:
(Employer)

Place of Signature: Contractor’s Stamp:

ASSIGNMENT AGREEMENT (SERVICE PROVIDERS) (ANNEXURE "F")

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

As an Employee of the Service Provider you will be assigned to perform work at the TDIC in any of its facilities or operations.

By signing this Site Agreement you are committed, in addition to your Contract of Employment, to abide to the rules and regulations of the facility or operation.

You shall accordingly:

1. Fully comply with Laws, General Site Rules and the Employment Practices Policy (EPP)
2. Not accept or make any payment in respect of any recruitment fee requested or imposed on you by any employer, individual, recruiting agent, sub agency, company or contractor with regard to your assignment to the facility or operation.
3. Assume personal responsibility for the safe keeping of your passport,
4. Use the Telephone Contact Centre responsibly to report any non-compliance with the Employment Practices Policy (EPP), UAE Laws and to make constructive suggestions regarding employment conditions.

TDIC will exert all reasonable influence to assist you and your Employer in meeting the minimum standards of employment set forth in the EPP. You are also required to ensure compliance with the EPP, particularly during the recruitment process.

TDIC reserves its rights to deny you access to its facility or operations in the event of your non compliance to the above mentioned conditions.

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

Name:

Nationality: Badge Number:

Position:

Signature: Date:
(Employee)

Employer:

Signature: Date:
(Employer)

Place of Signature: Service Provider :

INDUSTRIAL ACTION HANDLING GUIDELINES (ANNEXURE "G")

1. INTRODUCTION

- 1.1 This is a guideline in respect of the handling of any form of Industrial Action occurring on the Site, as defined by the Employment Practices Policy (EPP).
- 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 shall be the responsible person authorized to act on behalf of the Contractor in respect of any Industrial Action.
- 2.3 The Employment Relations Practitioner (ERP) or, where relevant, the Designated Employment Relations Practitioner (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 Employment Relations Manager (ERM) without any delay.

3. CONTRACTOR'S RESPONSIBILITIES

- 3.1 The ERP/DERP should as far as practically possible, communicate with the Employees engaging in Industrial Action, in order to resolve the grievances, and may for the purpose of such communication elect to talk to the leaders, 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 of the Client.
- 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 police or any Government organization shall not be called in by the Contractor prior to the Contractor obtaining such approval from the ERM.
- 3.6 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.
- 3.7 The "No-Work No-Pay" principle shall apply during Industrial Action
- 3.8 The Contractor may not dismiss Employees engaging in Industrial Action without the prior written approval of the ERM.
- 3.9 No settlement agreement in respect of Industrial Action shall be entered into, without the prior approval of the ERM.
- 3.10 No media statements shall be released without prior written approval of the ERM, who shall liaise with the Director Public Relations employed by the Client.

DIAGRAM OF EPP EMPLOYMENT RELATIONS STRUCTURES (ANNEXURE "H")

BODIES	PARTICIPANTS	COMMUNICATIONS
<p style="text-align: center;">ERG Employment Relations Group</p>	<p>(1) Client (DER, ERM, EPCA) (2) Main Contractor (ERP)</p>	<p>ERG decides on application of Codes and General Employment Practices</p>
<p style="text-align: center;">ERPG Employment Relations Practitioners Group</p>	<p>(1) Client (ERM, EPCA) (2) Main Contractor (ERP) (3) Sub-Contractors (ERP or DERP)</p>	<p>ERPG discusses on application of Codes and General Employment practices and apply matters referred by ERG</p>
<p style="text-align: center;">WPG Workplace Group</p>	<p>(1) Client (ERM) (2) Main Contractor (ERP or DERP) (3) Sub-Contractors (ERP or DERP) (4) WPG Members</p>	<p>WPG discusses plant level Employment matters, grievances and non substantive issues of concern.</p>

LEGENDS	
ER	Employment Relations
EPP	Employment Practices Policy
HRD	Human Resources Director
DER	Director of Employment relations
EPCA	Employment Practices Compliance Auditor
ERM	Employment Relations Manager
ERP	Employment Relations practionner
DERP	Designated Employment Relations practionner
ERG	Employment Relations Group
ERGP	Employment Relations Practionners Group
WPG	Work Place Group

EPP COMPLIANCE ZONES & WEIGHTING SCALE (ANNEXURE "I")

COMPLIANCE ZONES		DESCRIPTION	WEIGHTING SCALE		SCORING	
ZONING			ITEM	DESCRIPTION	Allowed Maximum Points	Minimum Points Required
100	REWARD ZONE From 81 to 100 Points	Scoring within the "Reward Zone" indicates compliance with EPP	WORKING VISA	All Contractor's employees on site shall hold legal working visa	5	None
81			RECRUITMENT PROCESS	Evaluates and scores the Contractor's Recruiting Process	5	None
80	REMEDIAL ZONE From 61 to 80 Points	Scoring within the "Remedial Zone" requires the Contractor to demonstrate remedial actions taken to comply with EPP requirements	EPP ADMINISTRATION	Evaluates and scores the Contractor's EPP Administration process	5	None
61			EMPLOYMENT PROCESS	Evaluates and scores the Contractor's Employment Process & Practices	15	None
60	NEGATIVE ZONE From 31 to 60 Points	Scoring within the "Negative Zone" entitles the Contractor to a grace period to improve its compliance. Persistent scoring within the "Negative Zone" will constitute material breach of the Main Agreement	WITHHOLDING PASSPORTS	Verifies and scores whether Passports are being withheld by the Contractor	15	Minimum 15
			ACCOMODATION & LIVING CONDITIONS	Evaluates and scores the Contractor's Accommodation and living condition standards	10	None
31			PAYMENT OF WAGES	Verifies and scores the Contractor's Wages payment practices	15	Minimum 8
30	BREACH ZONE From 0 to 30 Points	Scoring within the "Breach Zone" shall constitute a material breach under the Main Agreement	WORKING HOURS	Verifies and scores Normal and overtime working hours	10	Minimum 6
			HEALTH & SAFETY	Verifies and scores Health & Safety practices and Health Insurance coverage	15	Minimum 8
0			EXPRESSING GRIEVANCE	Verifies and scores the Contractor's Grievances policies and Communication practices	5	None

Should the minimum points in the indicated areas not be achieved, it will imply that even though the total score could be in the compliance zone, the overall audit result will equate to non-compliance with the EPP.

