

COVID-19: DMCC Guidelines No.1 of 2020 (the "Guidelines")

These Guidelines are issued by DMCC with respect to employment relations during the COVID-19 Precautionary Measures Period as guidance for all entities licensed in the DMCC.

DEFINITIONS

Term	Definition
Allowances	Any payments, remuneration or benefits paid or provided (as the case may be) to the employee on a regular basis which is not part of the Basic Salary.
Basic Salary	The wage specified in a valid employment contract exclusive of any Allowances whatsoever.
COVID-19 Virus	The severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) causing the coronavirus (COVID-19) disease.
EOSG	End of service gratuity as provided under Article 132 of the UAE Labour Law.
Precautionary Measures Period	The period of implementing precautionary measures to limit the spread of the COVID-19 Virus as declared by the UAE authorities.
Vital Industries	Key industry sectors as announced by the Supreme Committee of Crisis & Disaster Management from time to time (https://dxbpermit.gov.ae)
UAE Labour Law	UAE Federal Law No. 8/1980 (as amended).

1. During the Precautionary Measures Period, employers within the DMCC, can consider and adopt the below measures in the following order:
 - 1.1 **Remote work access:** Employees will be allowed to work remotely with the exception of the key employees working in Vital Industries;
 - 1.2 **Paid leave:** Employers to place employees on paid leave (employees' consent is not required for this measure);
 - 1.3 **Temporary reduction of the Basic Salary:** Parties can mutually agree to reduce the employee's Basic Salary for a defined period, such period can be renewed by mutual consent. The reduction in Basic Salary should not affect the employee's Allowances; and
 - 1.4 **Unpaid leave:** Parties can mutually agree to a period of unpaid leave to be renewed by mutual consent.

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2. The measures contained in these Guidelines shall not affect the employee's entitlement to medical insurance, the continuation of the employee's residence visa and work permit, as well as any company provided accommodation and transportation.
 3. Employers are discouraged from filing absconding reports against terminated employees in relation to any visa cancellation delays during the Precautionary Measures Period.
 4. All agreements implementing the measures stipulated under these Guidelines shall be made in writing.
 5. An employee's accrued EOSG should not be affected by the temporary reduction in Basic Salary. The EOSG should continue to accrue according to the employee's Basic Salary prior to the temporary reduction and in the event an employee is terminated during the Precautionary Measures Period the EOSG will be based on the last drawn Basic Salary prior to the temporary reduction. Any period of unpaid leave shall be deducted from the total period of service for the purposes of the EOSG calculation.
 6. Employers may implement means and measures to monitor employees during any period of remote working provided that such measures do not infringe the employees' right to privacy.
 7. Employers are permitted to collect and share employees' personal data in line with the request of the competent UAE authority for any reasonable purpose related to the health, safety and wellbeing of their employees.
 8. The DMCC Guidelines may be revised or amended at any time by the DMCC in writing.
 9. The information and material provided in this document is for the purposes of general information and guidance only and is not intended to constitute legal or other professional advice on which reliance should be placed. Should you require legal advice in relation to any employment matter, DMCC recommends that you obtain specialist and independent legal advice. Although DMCC makes reasonable efforts to update all information on its website, we make no representations, warranties or guarantees, whether express or implied that the information and content is accurate, complete and up-to-date.