

Notice period only for unlimited contract



LEGAL VIEW
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I have been working as a teacher in a private school in Abu Dhabi since September 21, 2010, only on verbal terms and conditions. No letter of appointment was issued; my children were studying in the same school and I was on my husband's sponsorship. The school provided the work permit from October 2012 till September 29, 2014 while retaining my original academic degree certificate. The school had obtained approval for me as a teacher from the Abu Dhabi Education Council. I had signed a labour contract provided to me in Arabic (copy was not provided to me and the same goes with other teachers) and hence I am not aware if the contract is a limited contract or open ended contract.

My performance during the tenure was to the satisfaction of the school management and I was promoted to co-curricular activity coordinator and further promoted to academic coordinator.

I have now received a better position and offer in another school that will allow me to grow professionally, and hence I have resigned from the existing school with immediate effect.

Will there be any ban, since I have not completed two years from issue of my labour card?

Am I liable to get end of service benefits for the completed number of years? (46 months completed)

The school is asking me to sign an

Arabic letter which they say is for cancellation of ministry approval. Should I sign such letters in Arabic when I am not aware of its contents?

How can I obtain my original certificate back from the school amicably? It is understood you have been working as a teacher in a private school in Abu Dhabi since September 21, 2010. Further, we understand that the school issued you the work permit for the period October 2012 to September 29, 2014 and you have now resigned from your employment with immediate effect before completion of your contract period.

Pursuant to your queries, you may request your employer to provide you with a copy of the bilingual Arabic and English employment contract or you can get a copy of your employment contract from the website of the Ministry of Labour upon entering your work permit number in the web page of the ministry concerned.

It should be noted that notice period is applicable only to unlimited employment contracts and no notice period is required for limited period employment contract. Any party breaching a limited period employment contract may compensate the other party by:

a) In case of breach by the employer — three months of remuneration as stated in Article 115 of the Federal Law No. 8 of 1980 regulating Labour Relations (the "Labour Law").

b) In case of breach by the employee —

“Where a non-national notifies the employer of his desire to terminate a contract of unlimited duration and leave his work before the expiry of the statutory period of notice, he shall not, even with the employer's consent, take up other employment for one year

half the employee's remuneration for three months as stated in Article 116 of the Labour Law. Employee may not take up employment with new employer for one year

Further, Article 128 of the Labour Law reads: “Where a non-national worker leaves his work without a valid reason before the expiry of a contract for a limited period, he may not, even with the employer's consent, take up other employment for one year from the date on which he left his work. It shall not be lawful for any other employer who is aware of the fact to recruit such worker or keep him in his service before the expiry of such period.”

Article 129 of the Labour Law states:

“Where a non-national notifies the employer of his desire to terminate a contract of unlimited duration and leave his work before the expiry of the statutory period of notice, he shall not, even with the employer's consent, take up other employment for one year from the date on which he left his work. It shall not be lawful for any other employer who is aware of the fact to recruit or keep him in his service before the expiry of such period.”

Lifting of labour ban

A ban may be lifted pursuant to The Ministerial Order No. 1186 of 2010 of Labour Law which states: “As an exception to the provision of Item No. (2) of Article 2 of this Resolution, the Ministry may issue a work permit to an employee without requiring the two-year period in the following cases:

a) In the event that the employee is starting his new position at the first, second or third professional levels after fulfilling the conditions for joining any of these levels according to the rules in force at the Ministry, and provided that his new wage is not less than (12) thousand Dirham at the first professional level, (7) thousand Dirham at the second profes-

sional level and (5) thousand Dirham at the third professional level.”

Gratuity

You were employed illegally by the school for the period prior to the issuance of your work permit by the Ministry of Labour. You are entitled to gratuity in accordance with the provisions of the Labour Law applicable to limited/unlimited employment contracts. You may translate the contents of the Arabic letter in English to know what is stated in this letter and deal with it accordingly.

Further, you are entitled to get back your professional or academic degree certificates and all your personal documents which are in the custody of your employer.

“You may request your employer to provide you with a copy of the bilingual Arabic and English employment contract

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