

# Leave, notice period cannot be merged



## LEGAL VIEW Ashish Mehta

*I was planning on taking leave in mid-November, and purchased tickets and made other travel arrangements. However, I have now decided to resign. I plan to resign either in the end of October or beginning of November. My contract states that a one-month notice needs to be given after resignation. Since it will be my last month of employment and I will have given notice, can the company prevent me from taking my previously planned leave at that time? Several of my colleagues have warned that the company will attempt to do so, or not pay me in full for the last month.*

Pursuant to your queries, it should be noted that once you serve the notice period, you have to work until the last day of notice period and you are eligible for full pay. This is in accordance with Article 118 of the Federal Law No. 8 of 1980 regulating Employment Relations in the UAE (the 'Employment Law') which states: "A contract shall continue to be valid through-

out the period of notice referred to in the preceding article (Article 117 of the Employment Law) and shall terminate on the expiry of the

### Know the law

"Where a worker is dismissed or leaves his job after the period of notice prescribed by law, he shall be entitled to remuneration in respect of any days of annual leave not taken. Such remuneration shall be calculated on the basis of the remuneration that he earned on the date on which the leave became due."

notice period. The worker shall be entitled in respect of the period of notice to full pay calculated on the basis of his remuneration and he shall be required to perform his works during that period if the employer so requests.

"The parties may not agree to dispense with the requirement as to notice or to reduce the period of no-

tice, but may agree to increase it."

Based on the aforementioned law, upon receipt of your resignation, your employer may ask you to work during the notice period. Annual leave and notice period cannot be merged together as the employee should be working until the last day of notice period. However, your employer should pay salary for the annual leave not availed by you in accordance with Article 79 of the Employment Law which states: "Where a worker is dismissed or leaves his job after the period of notice prescribed by law, he shall be entitled to remuneration in respect of any days of annual leave not taken. Such remuneration shall be calculated on the basis of the remuneration that he earned on the date on which the leave became due."

### How to get dues if firm files bankruptcy

*I have been working with a trading establishment for the last 12 years, and was among its original employees. Currently, the company is in dire financial trouble, which began in 2015, resulting in salary delays for many months. My last paycheck, for example, was in May.*

### Know the law

"Any amounts of money payable to an employee or his beneficiaries under the law shall constitute a first charge on all the employer's movable and immovable property and shall be paid immediately after any legal expenses, sums due to the public treasury and Sharia's alimony awarded under Islamic Law to the wife and children."

*If the owners file bankruptcy, are the employees entitled to their full end of service benefits and remaining salaries? If the owners say they cannot pay up, is there any way we can go after the assets/properties of the owners to get our dues?*

Pursuant to your questions, the employees are entitled to their outstanding salaries and end of service benefits from their employer. The employees will always have the first charge of employer's movable and or immovable properties in the UAE. This is in accordance with Article 4 of the Federal Law No. 8 of 1980 regulating Employ-

ment Relations in the UAE (the "Employment Law") which states: "Any amounts of money payable to an employee or his beneficiaries under this Law shall constitute a first charge on all the employer's movable and immovable property and shall be paid immediately after any legal expenses, sums due to the public treasury and Sharia's alimony awarded under Islamic Law to the wife and children." The above provision of law will apply once the final judgement is issued against the company by the court of competent jurisdiction in the UAE.

Please bear in mind that the outstanding salaries are to due and payable by the company. Therefore, any claim from the employees of the company shall be against the company.

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