

Husband can't take up job under wife's sponsorship



LEGAL VIEW
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Q: I am aware that a woman, who is under residence visa sponsored by her husband, can take up employment in the UAE pursuant to an NOC issued by her husband to the employer. Can a husband take up employment in the UAE, if his residence visa is under the sponsorship of his wife who is a teacher, nurse or doctor?

Know the law



If a man finds a job in the UAE while he is under the sponsorship of his wife, he has to get his current residence visa cancelled and obtain employment visa from his prospective employer.

A: A wife can sponsor her husband and children provided she meets the salary criteria to sponsor her family, upon obtaining approval from the General Directorate of Residency and Foreigners Affairs.

A husband, who is under the sponsorship of his wife, may not take up employment in the UAE. However, if the husband finds job in the UAE while he is under the sponsorship of his wife, he should get his current residence visa cancelled and obtain employment visa from his prospective employer.

Pay compensation to get notice period waived

Q: I am employed by a company incorporated in one of the free zones in the UAE. My company

hired me on a two-year employment contract, which was extended with mutual consent of the employer and the employee. The employment contract stipulates a notice period of two months for its termination.

One of my colleagues resigned from her employment by serving one-month notice period, which was not accepted by the employer as she did not serve her stipulated two-month notice period. My colleague has quit as she found a new job and her chances of securing it has reduced as the prospective employer shall not wait for two months for her to start the new employment. Can the employer legally make her work the extra one month even if she is willing to pay for the remaining month?

A: Pursuant to your query, as your colleague is willing to compensate the employer for the period she is not serving the notice for termination as required by her employment contract, her company cannot compel her to serve the entire notice period as mentioned in the contract in accordance with Article 119 of the Federal Law No. 8 of 1980 regulating employment relations in the UAE (the 'Employment Law').

It states: "Where an employer or an employee fails to give the other party notice of the termination of the contract or reduces the period of the notice, the party obliged to give notice shall pay the other party compensation, called 'compensation in lieu of notice', even where no prejudice has been sustained by the other party as a result of such failure or reduction. The said compensation

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shall be equal to the employee's remuneration in respect of the entire period of notice or the time by which it was reduced. Compensation in lieu of notice shall be calculated on the basis of the remuneration last received, in the case of employee remunerated on a monthly, weekly, daily or hourly basis or in the case of an employee remunerated at piece rates, on the basis of the average daily remuneration referred to in Article 57 of this law."

Based on the aforementioned provision of the Employment Law, the employer of your colleague should not compel her to complete the notice period as mentioned in the employment contract.

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