

Employee can sue employer if severance pay is not given



LEGAL VIEW
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I had worked with a construction company in Dubai for more than seven years. I resigned from the company on February 22 this year when my visa expired and did not opt for renewal. I then joined a new company in Abu Dhabi. My old company from which I resigned has not settled my financial dues, including four months' salary and have been delaying the payment. What should I do?

It is understood from your question that had worked with a construction company in Dubai for more than seven years. Further, it is noted that you had notified your previous employer stating that you were not willing to renew your employment contract. It is assumed that the previous employer had cancelled your residence visa and subsequently you obtained a visa from your current employer in Abu Dhabi. Further, it is understood that your previous employer had not settled your end-of-service benefits which include non-payment of the salary for four months.

Employees who are not willing to renew their employment contracts may inform their employer so beforehand. Such communication to the employer is not considered as a resignation by the employee due to the expiry of the employment contract ex-

ecuted between the employer and the employee.

We assume that you had signed documents confirming receipt of all your end-of-service benefits from your previous employer at the time of cancellation of your visa. Normally, an employee should receive the end-of-service benefits and the final settlement amount from the employer at the time the employer seeks the signature of the employee on the Ministry of Labour document confirming receipt of these. Article 58 of Federal Law No. 8 of 1980 regulating labour relations (Labour Law) states, "The final settlement of remuneration payable to workers, irrespective of its amount or nature, shall be proved only by a written document, or declaration or oath. Any agreement to the contrary shall be null and void, even if made before the effective date of this Law."

Your employer is obliged to pay you all your end-of-service benefits including but not limited to your outstanding salary. Further, you had completed more than seven years of employment with the same employer. Therefore, your severance pay should be calculated on the basis of 30 days of basic salary last drawn by you.

You may start with filing a complaint with the Ministry of Labour although you did sign a document confirming receipt of your all

amounts due to you, as full and final settlement. Should this matter be now outside the jurisdiction of the Ministry of Labour because you signed a document confirming receipt of all amounts, you may file a civil case against your employer before the court of competent jurisdiction. It should be evident from the WPS record of your previous employer that your last four months salary is outstanding and payable to you.

Ban only in GCC country that issued earlier visa

I work as an Aircraft Technician (Engineering Department) for a reputed airline in Doha, Qatar and want to switch to a career based in Dubai, UAE (post probation). Will there be a ban enforced upon me. And if so, will it be possible to lift the ban period by paying a fee?

It is understood that you work as an Aircraft Technician for a reputed airline in Doha, Qatar and it is assumed that you are holding an em-

ployment visa issued by the authorities in Qatar. Further, we note that upon completion of your probation period of employment with your current employer, you are now planning to seek employment in Dubai, UAE. As per the existing regulations, a person holding residence/employment visa issued by any one member country of the GCC should not be issued an employment visa from another member country of the GCC. Therefore, in order to obtain an employment visa from the United Arab Emirates, you should cancel the employment visa held by you from Qatar.

The jurisdiction of Federal Law No. 8 of 1980 of the UAE regulating labour relations is only applicable to the UAE and not to other GCC countries. You may be able to obtain an employment visa from your prospective employer in Dubai, upon cancellation of your employment visa issued by your current employer in Qatar, even though your current employer imposes a ban on you from taking up employment in Qatar.

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