



30 days leave only after completion of one year



LEGAL VIEW
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I work as a mechanical engineer in a reputed construction firm in Abu Dhabi. I have more than six years of extensive work experience in the Gulf region. I joined my current employer on October 26, 2013. I need to know when I will be contractually entitled for annual leave as per labour law. Is it after 12 months or within 12 months (that is after the 11th month)? In case of annual leave after the 11th month, can the employer deny me an annual ticket? Thirdly, if during the annual leave there is a public holiday like Eid, will it be part of the leave?

It is understood that you are working as a mechanical engineer with a firm based in Abu Dhabi, and that you had joined your employer on October 26, 2013. It is presumed that your employment is subject to provisions of the Federal Law No 8 of 1980 on Labour Relations (the 'Labour Law').

Pursuant to your queries, it may be advised that you shall be entitled to paid leave after the completion of six months of service in accordance with Article 75 of the Labour Law which states:

"Every worker shall, within each year of service, be granted a period of annual leave of not less than:

(a) Two a month, where the worker's period of service is more than six months but less than one year;

(b) 30 days a year, where the worker's period of service is more than one year.

Where a worker's service is terminated, he shall be entitled to annual leave in respect of fractions of the last year."

Thus, in accordance with the aforementioned provision of the Labour Law, you shall be entitled to take two days of leave every month, since you have already completed six months of service with your employer. Further, you

shall be entitled to take the annual leave for a period of 30 days only after you have duly completed one year of service.

However, the commencement date for annual leave is at the discretion of the employer. As such, an employee may be allowed to take his annual leave before the completion of one year if the employer may so decide. This is in accordance with Article 76 of the Labour Law which states:

"The employer may fix the date of commencement of annual leave and, if necessary, divide such leave into not more than two periods. Notwithstanding the foregoing, the provision respecting the division of leave shall not apply to leave fixed for young persons."

There are no specific provisions which make it obligatory on the employer to provide an air ticket to an employee for his annual leave. The provision of an air-ticket forms part of various allowances provided by an employer. You may therefore refer to your employment contract in this regard. However, you should be entitled to receive a leave allowance in accordance with Article 78 of the Labour Law which states:

"Every worker shall be entitled to his basic wage and the housing allowance if applicable in respect

of his days of annual leave where the circumstances of the work make it necessary for a worker to work during all or part of his annual leave and the days of leave on which he works are not carried forward to the following year, the employer shall pay him his remuneration, plus a leave allowance in respect of the days worked at a rate equal to his basic wage. It shall be unlawful under any circumstance to employ a worker during his annual leave more than once in two successive years."

Further, if during the annual leave there are public holidays, for which there are provisions made by law, it shall be considered to be part of the annual leave and no additional days of holiday shall be given in this regard. This is in accordance with Article 77 of the Labour Law which states:

"Holidays for which provisions have been made by Law or agreement or any other days of absence from work on account of sickness shall be reckoned as part of the annual leave if such holidays fall within the annual leave."

3 months or 1 month notice?

I am a Chartered Accountant from India. My labour contract with my present company (Abu Dhabi) is an unlimited one, but there is one condition in the contract, which is three months notice if I resign. I want to know how many months notice I should give if I plan to change the company.

Will I have to give one month notice as per labour law or three months' notice as per the labour contract? If it is three months, will I have to compensate the company if I give a lesser period of notice? How much will I have to pay as compensation? Please advise. It is presumed that your employment is subject to provisions of the Federal Law No 8 of 1980 on the Regulation of Labour Relations (the 'Labour Law').

Pursuant to your queries, it may be advised that an employment contract of unlimited duration may be terminated at any time after its commencement, either by the employer or by the employee on a notice of 30 days. This is in accordance with Article 117(1) of the Labour Law which states:

"(1) Both the employer and the worker may terminate a contract of employment of unlimited duration for a valid reason at any time following its conclusion by giving the other party notice in writing at least 30 days before the termination."

Thus, in accordance with the above mentioned provision of the Labour Law, you may terminate your employment contract by giving a prior notice of 30 days. You are not required to give a notice of three months before termination of contract irrespective of the provision of your employment contract. It may be noted here that, in the UAE, in case of a dispute between concurring provisions of the labour law and of the employment contract, the provisions which are more beneficial to the employee shall remain effective. This is in accordance with Article 7 of the Labour Law which states:

"Any stipulations contrary to the provisions of this Law, even if it was made prior to its commencement, shall be null and void unless they are more advantageous to the worker."

Further, it may be advised that you are not required to compensate your employer in case you give your notice on a period less than three months.

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