

Can I quit without notice for health reason?



LEGAL VIEW Ashish Mehta

I work for a nursery as an office clerk. My labour card was processed on December 28, 2016. Soon after, I had a miscarriage and was forced to take leave, and rejoined on April 4. However, two days later I had a foot fracture which required surgery. The doctor advised that I rest for one month, and said it would take two months to recover completely. My contract is unlimited and my employer says I have to serve a one-month notice period as per the contract after I recover. But due to medical circumstances, is it possible for me to quit immediately?

Pursuant to your queries, you may not be able to obtain new employment if you quit the current employment before completion of six months of service if the employer/authorities impose a ban on you for a certain period to take up new employment. Your employer may have advised you to resign after a month to safeguard your future

employment prospects as you will complete six months of service with the employer on June 27, 2017. In the event you resign before the completion of six months, there may be an automatic em-

ployment ban on you in accordance with Article 1(II) (1) of Ministerial Decree 766 of 2015 on rules and conditions for granting a permit to an employee for employment by a new employer, which states: "The two parties (employee and employer) mutually consent to terminate the contract provided the worker has completed a period of no less than six months with the employer; the latter provision is waived for workers that qualify for skill levels 1, 2 and 3, as per the ministry's classification."

Employer should bear all visa costs

I am an Indian female, 25, currently on my father's visa residing in Abu Dhabi. My father is an engineer. I was recently offered a job as an engineer in Abu Dhabi. While signing the offer letter, the company told me that I needed to change my residence visa from the sponsorship of my father to a visa sponsored by my employer. They said if I wanted to change my visa within the UAE (without travelling to India) I have to pay a total of Dh1,240 (Dh670

for visa change inside the UAE, plus Dh570 for status change). If I travel to India to change my visa status, I won't have to pay anything, but the air ticket expenses must be borne by me. Are these rules legally correct?

The employer is bearing all costs for obtaining the employment visa in accordance with Article 6 (a) of Ministerial Resolution No. 52 for 1989 related to 'the rules and procedures to be adopted at the labour permit sections with respect to the recruitment of non-national labours for the employment in UAE', which states: "The employer or its legal representative shall sign the recruitment application form prepared by the ministry for this purpose, such form shall include the following undertakings:

a) An undertaking from the employer to the effect that he shall sponsor and be responsible for the recruited employee, the bearing of his recruitment expenses and his employment in accordance with the employment contract in a way not prejudicing the provisions of the Federal Law No. 8 of 1980 referred to herein."

However, in this case the employer has asked you to bear the cost of



Know the law

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visa change fee and change of status fee which may not be considered as a normal cost for obtaining the visa. This cost for visa change fee and change of status fee does not arise in normal course and therefore the employer is asking you to bear this cost as you are inside the UAE.

Subletting apartments is illegal I am out of the UAE on annual vacation, but I have a

flat in Sharjah which I sublet on a sharing basis. Unfortunately, my tenants had a fight and the police were called in, after which a case was filed by my landlord as subletting is not allowed. Is there any way to get out of such a case? After all it is not my fault that they fought.

Pursuant to your queries, it should be understood that the tenancy contract is between you and the landlord. It is assumed that the tenancy contract does not allow you subletting of the rented premises to any third parties. Therefore, subletting of the rented premise is illegal and you will be solely held responsible for subletting the premises and for any criminal activities that may happen in the flat.

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