

Employer can't reduce salary without consent



LEGAL VIEW

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I am writing on behalf of a friend who is working as a sales executive in a Dubai-based company. Ever since she got pregnant, she has been mentally pressured and harassed by her boss.

Despite achieving sales targets before deadlines, her company says they are not doing well because of her poor performance. Further, they have sent an email demoting her position. It is evident that she is being targeted and she has not received incentives for the last two months. The company wants her to sign the demotion documents for approval. They also want to reduce her basic salary and housing. Also, to clarify, her basic was less than her housing transportation — it was not a 60-40 ratio. She cannot survive if her salary is reduced from Dh9,000 to Dh4,000. When she consulted the labour call centre, they said the company can do this or even have right to terminate her. Is this true?

Pursuant to your queries, your friend's employer cannot reduce her salary and change her designation without her written consent. If the employer wants to reduce the salary and change the designation, they should enter into a fresh employment contract signed by both parties and it needs to be submitted to the Ministry of Human Resources and Emiratisation (the 'Ministry') for approval.

Article 60 of the Federal Law No. 8 of 1980 regulating employment relations in the UAE (the "Employment Law") states, "No amount of money may be deducted from an employee's remuneration in respect of private claims, except in the following cases: (a) the recovery of advances or amount of money paid to the employee in excess of his entitlements, on condition that the amount deducted in this case does not exceed 10 per cent of his periodic remuneration;

(b) Contributions which the law

requires the employee to pay from his remuneration, e.g. towards social security, insurance schemes;

(c) The employee's contributions to a savings fund or repayment of advances repayable;

(d) Contributions towards any welfare scheme or in respect of any other privileges or services provided by the employer and approved by the Ministry;

(e) Fines imposed upon the employee for any offence made;

(f) Any debt payable in execution of the judgement of a court;

Provided that the deduction shall not exceed one-quarter of the employee's remuneration. Where two or more debts are payable, the maximum shall be half the employee's remuneration and

Know the law

You can approach the Child and Women Protection Department and file a complaint against your employer if you have been harassed by the employer during pregnancy.



the sums of money attached shall be divided pro rata among the beneficiaries, after payment of any legal alimony at the rate of one-quarter of the worker's remuneration." It is recommended that your friend approach any Tasheel Centre to file a complaint against her employer with the ministry. She can also approach the Child and Women Protection Department and file a complaint as she has been harassed by the employer during her pregnancy.

Employment contract should mention deputation clauses
I hold a managerial position with a chemical distribution company in Dubai. I am on an UAE Employment visa (two years) and soon after joining, I was asked to move to India to start operations there. I was sent there on deputation for

two years. I was advised to visit Dubai within 180 days to keep my UAE employment visa valid (which I am regularly doing). Now, my employer wants me to join the Dubai office again, otherwise they say they will have to cancel my UAE employment visa, citing some recent agreements between India and Dubai. I am willing to go back to Dubai on completion of the two years. My UAE employment visa was issued in July 2016 and expires in July 2018. Please advise if my employer can cancel my UAE employment visa before the expiry of two years visa validity.

Pursuant to your queries, if your employment contract is executed in the UAE under the prevailing employment laws here, the jurisdiction to resolve any employment related disputes shall be the UAE, provided you have a clause mentioned in the Employment Contract that you can be employed outside the UAE during your employment term. If you have any agreement signed between you and your employer regarding deputation outside the UAE during the employment term, the same should be submitted to Ministry of Human Resources and Emiratisation and must be attested by the ministry. Without the above requirement as an employee, you do not have any right questioning your employer regarding his intent of assigning your employment back to the UAE as your employment contract was signed in the UAE under the prevailing UAE employment laws.

In the event you do not comply with the directive of your employer to work in the Dubai office, your employer may terminate your employment and cancel your employment visa.

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