



Offer letter null and void if it contradicts labour law

30-day notice period enough for resigning from job or termination



LEGAL VIEW
ASHISH MEHTA

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What is the importance of a company's own offer letter? I am not talking about the labour contract here. I need to know about a company's own offer letter that is given to employees while offering them a job. What is the legal importance of terms and conditions mentioned in that offer letter?

I have an unlimited employment contract, and according to the labour law, I need to give only 30 days prior notice for the termination of my labour contract. But in my offer letter—the one given to me by my company at the time of offering the job—it says I need to give 60 days prior notice at the time of my resignation. Can you please clarify the confusion? I have an offer from another employer and they can't wait more than 30 days.

I signed that offer letter expecting the terms and conditions mentioned in that would be just according to the labour law. But now I find out that there are a lot of terms and conditions regarding annual leave, leave salary, notice period and visa cost, which are not according to the UAE labour laws and are somehow deviating from it. That is why I want to know about the legal value of this offer letter.

We understand that you are employed on an employment contract for an unlimited duration and your employer is neither a government entity nor is an entity incorporated in any free zone in the UAE. Further, we assume that your employment falls under the ambit of the UAE Federal Law No. 8 of 1980 regulating labour relations ("Labour Law").

Any terms and conditions stated in the offer letter or labour contract executed by you and your employer should be considered null and void (unless such terms and conditions are advantageous to the employee), if such terms and conditions contradict the provisions of the Labour Law, in accordance with the provisions of Article 7 of the aforementioned 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." The current practice requires an employee to complete at least one year of employment with his current employer under an unlimited employment contract if he decides to terminate his employment contract with his employer in accordance with the provisions of Article 113 of the Labour Law which states: "A contract of employment shall terminate in any of the following cases:

> if both parties agree to its termination, on condition that the worker's consent is given in writing; on the expiry of the period prescribed in the contract, unless the contract is expressly or tacitly extended in accordance with the provisions of this Law;

> if either of the parties of a contract, concluded for an unlimited period, expresses his intention to terminate the contract; provided that the provisions of the Law regarding the period of notice are observed and on grounds accepted for the non-arbitrary termination of the contract."

You may terminate your employment contract and resign by giving 30 days notice to your employer in accordance with Article 117 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.

(2) In case of workers working on a daily basis, the period of notice shall be as follows:

a. One week, if the worker has been employed for more than six months but less than one year;

b. Two weeks, if the worker has been employed for not less than one year;

c. One month, if the worker has been employed for not less than five years."

You are entitled to leave salary, annual leave and end-of-service benefits in accordance with the Labour Law.

Managers could be asked to work on a holiday

I work in Jebel Ali industrial area as a production manager. Some days back, my immediate boss started troubling me. He asked me to work on Friday and for late hours in Ramadan, but I refused as I work on Saturday which is a holiday in my company.

On August 11, 2013, my boss and HR manager called me for a meeting and said, "We have decided to terminate your service. So from tomorrow, you will not work in the plant." When I asked about the termination letter, they said they were waiting for the director's signatures.

Till today, I am regularly coming to work but just sitting in my office as they do not allow me to work inside the plant. They haven't given any termination letter and say just keep coming to the office and we will give you the letter soon.

Please advise what to do? Should I make a complaint to the labour court or just keep coming to work?

You have not stated whether you are employed on a limited or an unlimited employment contract. You are employed as a production manager and therefore your employer may request you to work on a public holiday or during weekend in accordance with the Chapter I - Hours of Work of Part IV of Federal Law No. 8 of 1980 regulating labour relations in the UAE ('Labour Law') which states that persons holding managerial positions may be excluded from normal weekly rest day and should be given a bonus of 50 per cent as remuneration for working on a rest day.

Article 70 (Chapter I - Hours of Work of Part IV) of the Labour Law states, "Friday shall be the normal weekly rest day for all workers except daily-paid workers. Where the circumstances require a worker to work on this day, he shall be granted another day off or receive his basic remuneration for his normal hours of work; plus a supplement of at least 50 per cent of the remuneration."

Further, Article 72 (Chapter I - Hours of Work of Part IV) of the Labour Law states, "The provisions of this Chapter shall not apply to the following classes of people:

1. Persons holding responsible managerial or supervisory positions, if such positions confer upon the holders the powers of an employer over workers. The categories in questions shall be specified by order of the Minister of Labour and Social Affairs.

2. Workers constituting the crew of sea-going ships and persons employed at sea and enjoying special conditions of service on account of the nature of their work, except dock workers engaged in loading and unloading and related operations.

Further Article 81 (Chapter II - Leave of Part IV) of the Labour Law states "Where the circumstances of the work make it necessary for a worker to work on public holiday or rest day in respect of which he is entitled to full or partial pay, he shall be granted compensatory leave in respect of such days, together with a bonus equal to 50 per cent of his remuneration. If he is not compensated for such days by leave, his employer shall pay him a bonus equal to 150 per cent of his basic remuneration in respect of the days worked."

Termination by employer other than for those reasons mentioned under Article 120 of Labour Law shall be considered as arbitrary termination of employment by your employer. Your employer should issue a written document terminating your employment if they really want to terminate your employment, taking into consideration Article 122 of the Labour Laws which states: "A worker's service shall be deemed to have been arbitrarily terminated by his employer if the reason for the termination is irrelevant to the worker and, more particularly, if the reason is that the worker has submitted a serious complaint to the competent authorities or has instituted legal proceedings against the employer that has proved to be valid."

We suggest you continue to attend office until you are given a notice of termination by your employer.

Ashish Mehta, LLB, F.I.C.A., M.C.I.T., M.C.I.Arb., is the founder and Managing Partner of Ashish Mehta & Associates. He is qualified to practise law in Dubai, the United Kingdom, Singapore and India. He manages a multi-jurisdictional law firm practice, providing analysis and counselling on complex legal documents and policies including but not limited to corporate matters, commercial transactions, banking and finance, property and construction, real estate acquisitions, mergers and acquisitions, financial restructuring, arbitration and mediation, family matters, general crime and litigation issues. Visit www.amalawyers.com for further information. Readers may email their questions to: news@khaleejtimes.com or send them to Legal View, Khaleej Times, PO Box 11243, Dubai.