



# No ban if one gets new job in notice period



**LEGAL VIEW**  
ASHISH MEHTA

**I am currently working in a private company and planning to leave the job as I'm not satisfied here. I have completed 1 year of service. I want to change my visa to my husband's visa. Will I get a ban? During my notice period or before getting my husband's visa, if I get a job offer, would there still be a ban on me?**

The UAE Ministry of Labour had recently announced the provisions pertaining to imposition of labour ban upon persons working in the country. As per the announcements a labour ban for a minimum period of six months may be imposed upon such employee, who may try to change his job before the completion of two years of service. The period of the labour ban may be extended to one year at the request of the employer, in case such employee resigns before the completion of a limited period contract.

Pursuant to the aforesaid, since you have not completed two years of service with your current employer, you may have to face the imposition of a labour ban.

The labour ban may still be imposed, even if you opt to resign from the job, after transfer of your visa-sponsorship under your husband. As per the announcements of the Ministry of Labour, a woman who may wish to change her job or leave work before completing the contractual obligation of two years with their employer would automatically be imposed with the labour ban. Such a ban takes place automatically, once the woman's labour card is cancelled, and is mandatory in nature. Such ban cannot be lifted by payment of a fine as well.

However, a labour ban may not be imposed upon you if you are offered a new employment during

your notice period or before you go under your husband's sponsorship, pursuant to the conditions that your new job should offer you a higher salary and designation as per your qualifications. Further, you may also avoid the imposition of a labour ban, should you obtain a 'No Objection Certificate' (NOC) from your current sponsor. Also, in case the new employment is offered by the same sponsor, no labour ban will be imposed.

## Requirements for avoiding ban

The minimum salary required to be offered by your new employer in correspondence with one's educational qualifications has been stipulated by the Ministry of Labour as follows:

- > Dh5,000 — for high school diploma holders,
- > Dh7,000 — for post-secondary school diploma holders, and
- > Dh12,000 — for Bachelor degree holders.

It will be prudent to check with the Ministry of Labour if they have started implementation of their aforesaid announcement.

## Resignation not required in limited contract

**My employment contract (Limited) will be expiring on October 16, 2013 and I don't want to renew my contract with my company. I already informed them and they are asking me to hand in a resignation letter. I told them that I am not resigning, thus I will not be renewing the employment contract for another year. They are insisting that I have to submit a resignation letter, which I do not want to do as I will be finishing my contract. Please advise.**

It is understood that you are cur-

**“ A woman who may wish to change her job or leave work before completing the contractual obligation of two years with their employer would automatically be imposed with the labour ban**

rently working under an employment contract of limited duration and after completion of the contract period, you do not wish to renew the same. Therefore it is not mandatory for you to submit a resignation letter as the employment contract shall automatically be terminated at the expiry of the contract period. This is in accordance with Article 113 of the Federal Law No - 8 of 1980 on Labour Relations (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 contract concluded for an unlimited period, expresses his intention to terminate the contract; provided that the provisions of the Law re-

garding the period of notice are observed and on grounds accepted for the non-arbitrary termination of the contract."

Further, Article 40 of the Labour Law states - "Where the two parties continue to perform the contract, without an expressed agreement, after the expiry of its initial period or after the completion of the work agreed upon, the original contract shall be deemed to have been tacitly extended on the same conditions as those already contained therein, other than the condition respecting its duration." Pursuant to the above provisions of the Labour Law, you are not required to submit a formal resignation letter. You may continue to work till the end-date of the contract period i.e., October 16th, 2013.

However, you should notify your employer prior to the expiry of the employment contract, of your desire not to renew the contract and that the last date of your employment contract shall be your last working day.

*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, a legal consultancy firm in Dubai. He also practises in India, United Kingdom and Singapore. He has worked with international and commercial legal procedures, providing analysis and counselling on complex legal documents and policies such as commercial transactions, securitisation, real estate acquisitions, financial restructuring for distressed assets, mergers and acquisitions, arbitration and litigation issues. Readers may e-mail their questions to: news@khaleejtimes.com or send them to Legal View, Khaleej Times, PO Box 11243, Dubai.*