

Employer cannot ask for recruitment fees



LEGAL VIEW Ashish Mehta

I have been working in Dubai since 2012 and recently changed my job. I am now employed in a reputed four-star hotel in Dubai. I have completed five months of employment, but wish to leave the company prior to completion of my probation period, which is of six months' duration. However, my employer is asking me to pay Dh2,900 against my recruitment expenses which were supposedly incurred by my employer. Is this correct?

An employer cannot ask you to compensate it for the recruitment expenses incurred by it, as this practice is unlawful in the UAE. However, it may be noted that there are distinctive rules regarding termination of limited period employment contract and unlimited period employment contract, and the compensation payable in either case. Since you have not mentioned as to whether your employment contract was executed for a limited or unlimited period, we may refer to the applicable provisions regarding both kinds of contract.

A limited period contract may be terminated by the employee, pro-

vided that the conditions in respect of notice and compensation are duly honoured. This is in accordance with the provisions of Article (1) section I clause 4 of the Ministerial Decree (766) of 2015 on Rules and Conditions for granting a permit to a worker for employment by a new employer, which reads as follows:

"4- Either party acts unilaterally to terminate the employment relation following its renewal (irrespective of the period the worker has been in the employment of the employer and irrespective of the date of renewal) provided that:

a. The terminating party notifies the other party in writing of his/her intent to terminate the contract in accordance with the notice period that was agreed to by the two parties, not to be less than one month and not to exceed three months. If renewal of the contract occurs prior to this decree entering into effect, and the two parties had not agreed to a notice period, then the notice period shall be three months.

b. The terminating party continues to honour the contractual obligations for the duration of the notice period.

Know the law

Rules for termination of limited period employment contract and unlimited period employment contract are different and the compensation payable also vary, accordingly.



c. The terminating party indemnifies the other party in the amount that was agreed to by the two parties, not to exceed the equivalent of three months of gross wages; if renewal of the contract occurs prior to this decree entering into effect, and the two parties had not agreed to the amount of indemnification, indemnification is set at the equivalent of three months of gross wages."

Where the employment contract is of unlimited duration, the employee may seek to terminate the employment contract by serving a notice period. The duration of the notice period being not less than one month, and not more than three months. Although it is also mentioned that the employee must complete six months of continuous employment with the employer before seeking termination, it is noted that this requirement is

waived for employees categorised under skill levels 1, 2 and 3. This is in accordance with the provisions of Article (1) section II clause (2) of the Ministerial Decree (766) of 2015 on Rules and Conditions for granting a permit to a worker for employment by a new employer, which reads as follows:

"One of the parties acts to terminate the contract and notifies the other party and continues to honour his/her obligations under the contract for the duration of the notice period which shall be no less than one month and no more than three months, 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."

Pursuant to the above, provisions of law it may be noted that, if your employment contract is of limited duration, you may have to compensate your employer for an amount which may be equal to your remuneration of one to three months' duration. This shall be in addition to serving a notice period of one to three months' duration.

However, if your employment contract is of unlimited period, you may not be required to pay any

compensation to your employer. You may however be required to serve the notice period at the employment which shall be of one to three months' duration.

In view of the foregoing, you may refer the terms and conditions stated in your employment contract, and prevail upon your employer for compliance of the applicable provisions of Employment Law.

Overstay fine can get fresh visa application rejected

My husband was employed in the UAE. Post-termination of his employment contract and the employment visa, he had overstayed in the UAE for 22 days, and was notified in respect of payment of overstay fines. When he arrived at the airport to travel back, he went to the immigration desk to pay the fine but was told that there were no fines against him. He asked the immigration official to double check but was asked to move on. My husband left the UAE after getting the exit stamp. Now, I am applying for his fresh visa to return to the UAE and it is getting rejected because it is being stated that he has been blacklisted on their system because of an overstay fine which

Know the law

If you have exited the UAE and are applying for a fresh visa which is being rejected due to imposition of blacklist status because of an overstay fine, you may visit the GDRFA to seek their advice.



was not paid. What can we do to remove him from the list?

Pursuant to your query, it may be noted that you may visit the office of the General Directorate of Residency and Foreigners Affairs (GDRFA) in person, to enquire about the detailed reasons for rejection of the visa application and the imposition of blacklist status on your husband. You may thereafter proceed in accordance with the advice of the GDRFA, for removal of the blacklist status.

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