



Husband cannot work under wife's sponsorship



LEGAL VIEW
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I work as a teacher, currently in Sharjah. My husband's residence visa is under my sponsorship (wife's visa). He is searching for a job. I would like to know if he can work under my sponsorship. Is it legal under MoL rules?

Pursuant to your question it is understood that your husband is residing in the UAE under your sponsorship and that he is currently looking for employment.

The prevailing regulations in the United Arab Emirates do not allow a husband to be employed while he is under the sponsorship of his wife. Therefore upon securing employment in the UAE your husband will have to cancel his current visa and obtain an employment visa from his prospective employer.

Labour regulations

I have been working at the Dubai Multi Commodities Centre (DMCC) free zone for more than two years. I have now resigned, but my employer is asking me to work for 45 days as notice period without salary. They have also asked me to pay 45 days' salary as visa charges incurred at the time of hiring. In my contract, the notice period is only 30 days.

Is this legal? Can employers

make their own laws in the DMCC free zone?

It is understood that you have been working in a company incorporated at the DMCC and that you have now resigned from your job after working for more than two years. As per your employment contract, you are required to furnish a notice of 30 days prior to resigning but your employer is insisting that you work for 45 days without salary. Accordingly, it may be assumed that you have been working under an employment contract of unlimited duration.

The labour regulations at the DMCC are in accordance with the provisions of Federal Law No 8 of 1980 on Labour Relations (the 'Labour Law'). As such, if you are working on a contract of

unlimited period you may terminate the contract on a notice period of 30 days as per the provisions of Article 117(1) which states: "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." The notice-period mentioned on your employment contract is in accordance with this provision of the Labour Law.

Therefore, your employer is not entitled to make you work without pay for any given period as this is in contravention of the aforesaid provision of the Labour Law.

Further, your employer is bound by the employment entered between your employer and you and cannot compel you to work against the provisions of the employment contract and or the Labour Law.

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