

Employer must remunerate staff for quarantine period



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LEGAL VIEW

Q I have been kept under quarantine inside my accommodation situated in an industrial park in Abu Dhabi since March 24. In the course of the quarantine, few occupants living in my accommodation camp tested positive for Covid-19. My employer introduced a policy due to which only employees who are able to work are remunerated owing to which I have not been paid since I have been unable to report to work while I was quarantined. My employer has asked me to utilise my annual leave for remuneration in April. Is my employer required to remunerate me for the duration I have been kept under quarantine? Is the employer required to bear the charges arising from Covid-19 tests being conducted on its employees?

A We assume that you are employed by an employer incorporated in mainland Abu Dhabi, and therefore, the provisions of Federal Law No. (8) of 1980 regulating employment relations in the UAE (the 'Employment Law') and the subsequent ministerial decrees shall be applicable. Further, Law No. (23) of 2005 regarding the health insurance scheme for the emirate of Abu Dhabi (the 'Abu Dhabi Health Insurance Scheme') shall also be applicable.

In response to the first part of your query, it may be noted that if an employer demands an employee to be kept under quarantine, then the organisation may be under an obligation to remunerate the employee for the duration the staff has been kept under quarantine since it was imposed on him and not voluntarily taken. The said quarantine may be treated as a sick leave and may come under the purview of Article 83 (2) of the Employment Law.

It may be noted that since your employer has demanded to utilise your annual leave for the duration of quarantine, you may be entitled to your annual leave remuneration, which includes your basic salary and housing allowance if applicable as part of your annual leave salary. This is in accordance with Article 78 of the Employment Law.

The Covid-19 testing shall be conducted free of charge for those suspected to have contracted the virus and for vulnerable groups. Hence, if you fall within the suspected or vulnerable groups, your testing may be conducted for free. Additionally, it may also be noted that the Abu Dhabi Department of Economic Development (ADDED) has announced that the testing facility in Mussafah shall offer free of charge testing for employees.

An employer shall be responsible for providing health insurance for all its employees. This is in accordance with Article 5 of the Abu Dhabi Health Insurance Scheme.

Therefore, Covid-19 testing charges may be claimed from the insurance company you are insured in accordance with the prevailing insurance regulations. However, if your employer deducts Covid-19 testing charges from your remuneration, it may be violation of Article 60 of the Employment Law by your employer as the employer may not deduct a portion of remuneration of its employees without any valid reasons.

Based on the aforementioned provisions of law, you may approach your employer and request him to remunerate you for the annual leave that your employer had demanded you to utilise during the duration of your quarantine. If your employer refuses to remunerate you and further deducts Covid-19 testing charges from your remuneration, you may consider approaching the Ministry of Human Resources and Emiratisation to file a complaint against him.

Know the law



If your employer deducts Covid-19 testing charges from your remuneration, it may be violation of Article 60 of the Employment Law

Employee sacked during probation period not entitled to allowances

Q I am employed on a contract of unlimited duration by a private sector firm incorporated in Abu Dhabi. I am currently on probation and my employer has intimidated me verbally and later by official email that I have been made redundant owing to the current market situation and the Covid-19 pandemic. Before being informed of my redundancy, my employer did not discuss with me to avail of an unpaid leave or about the reduction in my remuneration. Am I entitled to receive housing allowance until I find another employment? Will I get other benefits as an employee? Will the effective date of my termination be the date I was verbally informed of my termination or the date when I received the termination email?

A It is assumed that you are employed by an employer incorporated in mainland Abu Dhabi and therefore, the provisions of Federal Law No. (8) of 1980 regulating employment relations in the UAE (the 'Employment Law') shall be applicable and in light of the current Covid-19 pandemic, the Ministerial Resolution No. (279) of 2020 concerning the employment stability in private sector during the period of application of precautionary measures to curb the spread of novel coronavirus (the 'Ministerial Resolution No. 279 of

2020') shall also be applicable.

An employer, who is affected by Covid-19 pandemic and has surfeit of employees, shall register the employee's data in the Virtual Employment Market System of the Ministry of Human Resources and Emiratisation (the MoHRE) to enable their rotation according to the needs of other establishments. The employer shall be required to continue paying an employee's allowances such as housing and other allowances that had been agreed upon between the employer and the employee in the employment contract except for the employee's basic salary until the employee procures the requisite authorisation to work for another employer or until he leaves the UAE. This is in accordance with Article 3 of Ministerial Resolution No. 279 of 2020. However, in the instant case, as your employment contract is terminated during probation period, your employer is not obligated to continue paying housing and other allowances.

Owing to the termination of your employment contract during your probation period, you shall not be entitled to receive end of service benefits. This is in accordance with Article 37 of the Employment Law. However, if an employee is not the reason for termination of an employment, then the employer may be required to bear the repatriation costs of the employee. This is in accordance with Article 131 of the Employment Law. Further, the date on your termination letter is supposed to be the date on which you received an official email pertaining to your redundancy.

It may be noted that you may not be entitled to receive any end of service benefits and allowances from your employer. However, you shall be entitled to receive from your employer all pending remuneration up to your last working date and your employer shall bear your repatriation costs. In the event your employer refuses to settle your pending remuneration and bear your repatriation costs, you may consider approaching the MoHRE to file a complaint against your employer.

Know the law



If an employee is not the reason for termination of an employment, then the employer may be required to bear the repatriation costs of the employee

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