

**Arbitrary Termination of a work contract**  
**A study in the UAE Labor Relations Regulation Law No. 8 of 1980**

**A study submitted by**  
**Prof.dr. Salih ahmed Luhaibi**  
**University of Sharjah**  
**College of law**  
**2020**

<https://orcid.org/0000-0002-0075-6524>

**Abstract**

*This study addresses the subject of the arbitrary dismissal of the labor contract in the UAE Labor Relations Regulation Law No. 8 of 1980, is one of the important and advanced laws in this field. We have noted how the UAE legislator has paid special attention to the worker, as he is the economically weak party in this contract and deserves legal protection. However, on the other hand, the law did not neglect the interest of the employer. The worker may leave the work without any justification but only because he has found another work with higher wages. The UAE judiciary has endeavored to consider other cases as part of the arbitrary dismissal of the worker, such as dismissing the worker for the reason that he refuses to work overtime or move to a new job which is totally different from his previous work.*

**Key words:**

- Arbitrary dismissal - Individual employment contract - Compensation for arbitrary dismissal - 3 months' wage.

**1. Introduction**

According to the Federal Competitiveness and Statistics Authority - a government body - the UAE's total population of UAE nationals and expatriates was approximately 9.5 million in 2017. The number of citizens is about one million and there are 8,5 million who expatriates, subject to the Labor Law are. They enter the UAE pursuant to work visa and hence the employee's relationship with the employer is governed by Labor Law No. 8 of 1980. It is no secret that the weak party in labor relations is the worker, and therefore he deserves protection from the abuse of the employer, as the employer often terminates the relationship with the worker arbitrarily, for no reason but because it is the most economically powerful party, or for unjustified reasons.

The legislator always tries to reconcile two conflicting interests, the interest of the worker in the continuity of the work because leaving work means deprivation of the wage, which is his only source of livelihood, and the interest of the employer to get rid of an unnecessary or inefficient worker.

**First: importance of the study**

The decision to dismiss from work is one of the most severe decisions taken by the employer against the worker, because the worker is deprived of his source of livelihood, especially with the difficulty of finding another job. Accordingly, Article 120 of the Labor Law No. 8 of 1980, as amended by Law No. 1 of 1987, allows the employer to dismiss the worker without prior notice in any of the cases stipulated in the same article without considering such dismissal as arbitrary. So these cases were exclusively. One of the important ministerial decisions regulating the termination of the employment contract is the decision of the Minister of Labor 176 of 2009 on the regulations of termination of the employment contract for national employees working in the private sector.

**Second: Problem of study**

The problem of the study lies in the following:

(A) What is arbitrary in terminating the employment contract? Does the theory of arbitrariness apply to the use of the right contained in the Civil Transactions Act?

(B) What are the financial implications of the termination of the employment contract on the worker and the employer?

### **Third: methodology**

We divided this research into two topics:

2. What is the arbitrary termination of the employment contract?

3. Cases of arbitrary termination of the employment contract.

### **2. What is the arbitrary termination of the employment contract?**

We will divide this topic into two parts.

#### **1.2 Definition of Arbitrary Termination of Employment Contract**

The content of the idea of arbitrary termination of employment contract in civil law <sup>(1)</sup> is different from its content in the labor law, according to the article (122) of the Federal Labor Law No. (8) of 1980 on the Regulation of Labor Relations of the United Arab Emirates stipulates that, since the labor law is controlled by the idea of social protectionism, whose essence lies in providing stability to the worker and guaranteeing his basic rights, while in the civil law prevails the spirit of the principle of power of will. <sup>(2)</sup>.

Article 106 of the UAE Civil Transactions Law sets out a general rule of arbitrariness, while Article 122 of the Federal Labor Law sets out some cases of arbitrary termination of an employment contract by the employer. The arbitrary use of the right of termination also entails the right to compensation, which is shared by both the Labor Code and the Civil Code.

This is a positive limitation on the use of the right, and non-arbitrariness in the Civil Code is merely a negative limitation, i.e., the right of an employer to terminate under the Labor Code is narrower than that of the Civil Code, and judicial oversight is more extensive with respect to the use of the first right. The control over the right to terminate an employment contract in all cases passes through the idea of arbitrariness.

The UAE legislator did not specify a specific definition of arbitrariness, but left the issue of determining jurisprudence like most legal definitions. <sup>(3)</sup>

<sup>(1)</sup> Article (106) of Federal Law No. (5) of 1985 on the Civil Transactions Law of the United Arab Emirates.

<sup>(2)</sup> Mansour, Mohammed Hussein, **Labor Law**, Halabi publications, the first edition, 2010, p. 414.

<sup>(3)</sup> Hamadneh, , Abdullah Fawwaz ,**The Court's Power to Determine Abuse at Termination of Employment Contract** "Comparative Study", Master Thesis, Unpublished, Introduction to Faculty of Law, Department of Private Law, Middle East University, 2011 p. 28 ; Kira, ; Hassan , **Labor Law**, Labor Contract, 3<sup>rd</sup> edition, I-Ma'arif, Alexandria, 1979, pp. 705 and 706.

Therefore, there were different views among jurists on the link between the concept of termination of arbitrary employment contract and the general theory of abuse of the right, and the different concept of arbitrary termination of employment contract from this theory. There is more than one opinion of the jurists on this issue that we will address these views as follows:

**First opinion: It is a part of the jurisprudence<sup>(4)</sup>**.which applies the general theory of arbitrariness in the use of the right to terminate the contract, which is intended to use the right of the person authorized by law in a manner that is not contrary to it, which is harmful to others and achieved arbitrariness<sup>(5)</sup>

This view expands the application of the theory of arbitrariness in the use of the right in cases where the termination is issued by the employer, in line with the magnitude and seriousness of the damage caused to the worker as a result of the illegal use of the right to terminate the contract of employment, as well as the use of this theory is not limited to the case of employment that causes damage, but it extends even further as long as the employer does not have the legitimate justification for termination of the contract of employment, even if no harm has been achieved.<sup>(6)</sup>

**Second opinion:** applied by a small part of the jurisprudence<sup>(7)</sup>

It believes that the arbitrary termination of the employment contract cannot be subject to the general theory of arbitrariness contained in the Civil Code because arbitrary termination differs from the general theory in terms of the scope of each and in terms of the nature of responsibility resulting from them.

In terms of their scope, the arbitrary termination of the employment contract is broader than the general theory of arbitrariness. For example, article (695/2) of the Egyptian Civil Code<sup>(8)</sup> did not set a specific standard for arbitrary termination, and therefore the three criteria set forth in article (5) of the same law cannot be complied with.<sup>(9)</sup> this view has faced much criticism<sup>(10)</sup>

---

<sup>(4)</sup> Kira, Hassan, *ibid.* Pp. 226 and 227.

<sup>(5)</sup> One of the appeals of the Federal Supreme Court stated that: “, since the idea of abuse of the right does not stem from compassion, but from considerations of justice based on the balance between the right and duty - **Appeal No. 32 - 24 Judicial** - hearing date 8-10-2002 - Technical Office 24 - part number 3 - page number 1823)

<sup>(6)</sup> Haddadin, Laith Fouad Saleh, **The Court's Authority to Return an Arbitrarily dismissed Worker to his Work under the Jordanian Labor Law**, Unpublished Master Thesis, Submitted to the Faculty of Law, Mutah University, Jordan, 2015, p. 12.

<sup>(7)</sup> Zakie, Mahmoud Gamal El-Din, **Contract of Work in Egyptian Law**, 1st edition, Egyptian General Book Organization Press, Cairo, Egypt, 1982, p. 1071.

<sup>(8)</sup> Article (695/2) of the Egyptian Civil Code stipulates that “2. If the contract is arbitrarily terminated by one of the contractors, the other contractor shall have the right, in addition to the compensation due to him for failure to comply with the notice date, to claim compensation for any damages caused by the termination of the contract. The dismissal shall be deemed to be arbitrary if it occurs because of attachments made by the employer, or because of the debts that the worker has committed to others.

<sup>(9)</sup> Al –Amr, Mohammed Salem, **Arbitrary Chapter in Jordanian Labor Law**, Unpublished Master Thesis submitted to the Faculty of Law, Mu'tah University, Jordan, 2014, p. 6.

<sup>(10)</sup> Kira, Hassan, *ibid.*, P. 227.

We find that the use of the right of termination prescribed in the Labor Law is the same as the use of any established right where legality and non-arbitrariness must be made.

It is therefore difficult to argue that the theory of arbitrariness in the use of the right does not apply to the termination of an employment contract, although the theory of arbitrariness in the use of the right in terms of its content is different in its application in the employment contract from other civil contracts.

We found that the judiciary exaggerates the protection of the worker - specifically - when the employment contract is terminated by the employer, what is considered an arbitrary termination of the employment contract in accordance with the Labor Relations Regulation Act, may not be considered arbitrary termination for employment contracts subject to the Civil Code - Civil Transactions Act - .

Article (117/1) of the Labor Law stipulates that: "1. Both the employer and the worker may terminate the contract of indefinite duration for a legitimate reason at any time after the conclusion of the contract after warning the other party in writing at least thirty days before its expiry."

The fixed-term contract may not be terminated before the expiry of this period except by mutual agreement. If either of the parties to the fixed-term employment contract terminates the contract before the expiry of its term or before the completion of the agreed work, if it is for a particular work, with no legal reason for expiry of the contract of employment, its conduct is unlawful and obliges to compensate the other party for damage suffered as a result of such Arbitrary termination.

The scholars differed in the definition of arbitrary termination of the employment contract.<sup>(11)</sup>

## **2.2. Cases of arbitrary termination of the employment contract**

Federal Law No. (8) of 1980 on the organization of labor relations stipulates in article (120) that the employer "The employer may dismiss the employee without notice in the following cases:

1. If the employee adopts a false identity or nationality or if he submits forged documents or certificates.
2. If the employee is appointed under a probationary period and dismissal occurred during or at the end of said period.
3. If he commits an error causing substantial material loss to the employer provided that the latter advises the labor department of the incident within 48 hours from having knowledge of the same.
4. If the employee violates instructions concerning safety of the place of business provided that such instructions are displayed in writing at conspicuous places and in case of an illiterate employee the latter be informed verbally of the same.
5. If he fails to perform his basic duties under the contract of employment and persists in violating them despite formal investigation with him in this respect and warning him of dismissal if the same is repeated.
6. If he divulges any secrets of the establishment where he is employed.

---

<sup>(11)</sup> For more details on the definition of arbitrary termination of a labor contract, see: Hammad, Raafat Mohammed , **Al-Waseet in Explaining the Provisions of the Labor Law**, without edition, Dar Al-Nahda Al-Arabiya, Cairo, p. 294; Hamaden, Abdullah Fawaz , **op. Cit.**, Pp. 11-13; El Fajjal, Adel Abdel Hamid, **Illegal Termination of Employment Contract**, Alexandria, Egypt, Al-Maaref Establishment, 2009, p. 177.

7. If he is awarded final judgment by the competent court in respect of an offence prejudicing honor, honesty or public morals.

8. If during working hours he is found drunk or under the influence of drug.

9. If in the course of his work he commits an assault on the employer, the manager or any of his colleagues.

10. If he absents himself without lawful excuse for more than twenty intermittent days or for more than seven successive day during one year.

This means that the right of an employer or worker to terminate an employment contract of their own volition is limited by an objective guarantee of non-deviation from the purpose for which it was granted, and by a formality of compulsory notification to prevent the element of surprise received by the worker - this is different from a warning. In the sense of the violation, the deviation of the employer or worker in the use of the right to terminate the contract of employment is arbitrary termination as a result of the lack of legitimate justification for termination of the employment contract.<sup>(12)</sup> It is not permissible to agree to terminate the contract without this reason unless the agreement is more suitable for the worker.<sup>(13)</sup>

### 3. The cases arbitrary termination of an employment contract

The arbitrary termination of an employment contract is not a matter for one contractor, but it is a decision that can be issued by either of the contractors alike because of its weak economic status and the need to work, although this is possible from the worker in principle<sup>(14)</sup>

Accordingly, we will address the legislative cases of the arbitrary termination of the employment contract, whether terminated by the employer or by the worker, in Part I. In Part II, we will address the judicial cases of arbitrary termination of the employment contract as follows:

#### 3.1 Legislative Cases of Arbitrary Termination of Employment Contract.

. There are cases stipulated in the legislation in order to terminate the arbitrary, so this requirement is divided into sections. The first section refers to the arbitrary termination of the contract of employment issued by the employer, or the second section to the arbitrary termination issued by the worker.<sup>(15)</sup>

##### 3.1.1 Arbitrary Termination of Employment Contract by the Employer

<sup>(12)</sup> Belkhadir, Abdelhafid, **Arbitrary Termination of Employment Contract**, Dar al-Hadatha, Beirut, Lebanon, 1980, pp. 62 and 63.

<sup>(13)</sup> Al-Rand, Nasser Saleh , **Arbitrary Termination of Employment Contract in accordance with the Law of the United Arab Emirates vs. Islamic Law**, Master Thesis, Faculty of Law and Police Sciences, Dubai Police Academy Press, 2010, p. 93.

<sup>(14)</sup> Nujaida, Ali Hussein , **Al-Wajeez in the Labor Law and Social Legislation of the United Arab Emirates**, General Administration of Colleges and Institutes, 1st edition, Al-Bayan Commercial Press, 1998, pp. 639.

<sup>(15)</sup> Ramadan, Sayed Mahmoud, **Al-Waseet in explaining the Labor Law .According to the latest amendments of 2002, and the Social Security Law No. 19 of 2001**, I I, Dar Al Thaqafa, Amman, 2004, p. 287.

UAE legislation cites some cases of termination in which the employer is abusive in terminating the employment contract, and this abuse is clear and apparent. UAE legislation prohibits termination of the contract if one of these cases is available. If this happens, the employer will be arbitrary. Such cases, which are expressly provided for by the legislator, do not need to seek and assess the existence of arbitrariness,<sup>(16)</sup>

These cases are:

### **First: Termination of the contract for lack of competency of the worker during his sick leave**

Originally, the employer must grant the worker the sick leave stipulated in the Labor Law, and therefore may not use his right to terminate the employment contract during the sick leave of the worker<sup>(17)</sup>

Article (124) of the UAE Labor Law No. (8) of 1980 stipulates that “The employer may not terminate the service of an employee for his health deficiency before he avails himself of the leaves lawfully due to him. Any agreement to the contrary is deemed null and void even if it is made before this Law comes into operation” However, the employer shall not be prohibited from terminating the contract when the worker has consumed his statutory leave and that such termination shall not be arbitrary<sup>(18)</sup>.

### **Second: Termination of the Contract during Worker's Annual Leave**

Annual leave means that a worker stops for a few days each year from work to relieve him from the trouble and fatigue of work. This leave is a right granted to the worker by the law, The amount of annual leave is strictly regulated in UAE law.<sup>(19)</sup>

When an employee is on annual leave, the lawmaker, on humanitarian grounds, prohibits the employer from terminating the employee's services, otherwise dismissal would be considered arbitrary.

### **Third: termination of the contract while the worker enjoys maternity leave or during pregnancy**

Maternity leave means the immortality of a woman working for a period of forty-five days in accordance with the UAE legislation, the aim of which is to give the woman the opportunity to rest from the trouble of pregnancy and childbirth, and deserves it whether the baby is born alive or dead.

Article (30) of the UAE Labor Law No. (8) of 1980 on the Regulation of Labor Relations·it is clear from the text of the article that a working woman has the right to obtain maternity leave regardless of the length of her service with the employer. The UAE legislator has set a period of forty-five days.<sup>(20)</sup>

---

<sup>(16)</sup> Khalifa, abdulaziz Abdel-Moneim ,**General Provisions for the Individual Work Contract**, Dar Al Kutub Al-Qanoon, Egypt, 2004, p.170.

<sup>(17)</sup> Omran, Mohamed Ali , **mediator in explaining the provisions of the Labor Law**, no edition, Ain Shams University Press, 1980, p. 490.

<sup>(18)</sup> Corresponding to article 127 of the Egyptian Labor Law No. 12 of 2003, see the explanation: Salim, Issam Anwar **Labor Law**, 2<sup>nd</sup> edition, Alexandria, 2002, p. 703.

<sup>(19)</sup> See Article (75) of the UAE Labor Law No. (8) of 1980.



If the employer terminates the woman's employment contract for this reason, he is arbitrary and must compensate.

#### **Fourth: The case of the employer refraining from returning the worker to his work after his provisional suspension and a decision not to bring him to trial or acquittal.**

Article (112) of the Federal Labor Law of the United Arab Emirates stipulates that “If the employee has been charged with premeditated crime, such as his involvement in a physical assault or robbery of property or other offenses such as the abuse of honesty, breach of trust or strikes, the said employee may be temporarily suspended from work. If a judgment releases the employee from standing a trial or acquits him he shall be reinstated to his work and his remuneration for the suspension period be paid to him in full in cases where his suspension was maliciously contrived by the employer.

The employer refuses to return the worker to the work after his acquittal, or not to be brought to trial with intent to harm the worker, or to achieve an unlawful interest, this shall be deemed as an arbitrary dismissal unless otherwise proven and the acquittal is final.<sup>(21)</sup>

If the worker is found guilty of one of the crimes stipulated in Article (112) of the Federal Labor Law, the employer may terminate the contract without waiting for the conviction decision of the competent authority or a court ruling, but only if the charge is serious. The trial court shall have the power to assess the arbitrariness of termination of the contract. However, if the worker has not been found guilty of the alleged offense, or there is no evidence against him, and there are no serious reasons for the employer to suspect the worker, the employer must return him to work with the payment of any due amounts due to the worker. If the employer refuses to do so, he shall be deemed arbitrary in dismissal of the worker and shall compensate him.<sup>(22)</sup>

#### **Fifth: Unlawful termination as a result of the employer's unjustified or unlawful conduct towards the worker**

Employers often circumvent to escape sanction arbitrary termination and punishment. This is achieved by the employer refraining directly to terminate the employment contract on his part by following an unjustified conduct such as harassing the worker illegally, which causes the worker to terminate the employment contract by resigning or leaving work without notice, so that it turns out that the worker is the terminator of the contract apparently while the employer is the real terminator. The legislator considered that this type of termination of the contract of employment is by the employer, and that its termination is arbitrary and obliges the employer to compensate the worker for the arbitrary termination of the contract of employmen.

---

<sup>(20)</sup> According to one of the appeals issued by the Federal Supreme Court: (... and may determine the way to benefit from this right. This requires the submission of a medical certificate stating the date that is likely to give birth, and in all cases, it is required for the benefit of this paid leave to be at least one year of continuous service. The working woman shall bear the burdens for proving requesting the paid leave and his refusal for granting such leave during delivery).Federal Supreme Court - Civil and Commercial Judgments - **Appeal No. 740 - Year 26 Judicial** - Hearing Date 17-5-2005 - Technical Office 27 - Part Number 2 - Page No.1257

<sup>(21)</sup> Al-Rand, Nasser Saleh *ibid.*, P. 251.

<sup>(22)</sup> Yassin, Abdul Razzaq Hussein **Al-Waseet in explaining the provisions of labor laws and social insurance**, Dubai Police Academy, second edition, 2004.P. 1026.



## 1. The employer breaches his obligations

Such as non-payment of wages on time, no leave to the worker.<sup>(23)</sup>

If the violation is easy and does not lead to the termination of the contract, reference should be made to the general rules to examine the availability of abuse by the employer.<sup>(24)</sup>

## 2. The employer assaulted the worker

the law allows the worker to leave the work without notifying the employer once the assault has been committed by the employer or his legal representative. Whether the assault took place inside or outside the workplace and outside working hours. It also establishes that the cause of the attack is related to the work performed by the worker. It is also stated that the assault is physical, moral or ethical or insulting.

In order to apply this situation, the assault shall be committed by the employer or his representative, but if the assault takes place from the employer's relatives or his representative, the worker shall not be entitled to leave the work without notice.

### Sixth: the cause for such termination has nothing to do with the work

Article 122 of the law stipulates that "Termination by the employer of an employee's service is considered arbitrary if the cause for such termination has nothing to do with the work. In particular, termination is considered arbitrary if the employee's service has been terminated on grounds, or a reasonable complaint lodged by him to the competent authorities, or on grounds of a justifiable action brought by him against the employer.

### 3.1.2 Arbitrary Termination of Employment Contract by Worker

Termination is a right of the worker, which is expressed by resignation, but the use of this right should not be abused in such a way as to cause harm to the employer, which is totally disproportionate to the employee's interest in termination.<sup>(25)</sup>

Termination shall be deemed to be arbitrary if it is done with the intent to harm the employer or to the benefit of his competitors or in conditions not suitable for work, or dismissal of the worker for not cooperating with the employer in transferring his sponsorship to the latter. The dismissal in this case shall not be considered arbitrary by the employer, but shall be attributed to the worker for not cooperating.<sup>(26)</sup>

---

<sup>(23)</sup> "If it is proved that the worker has left the work as a result of the breach of the contractor's obligations, then he was surprised that the company appointed another to do this work and put it in a lower degree, and stripped him of all his tasks without justification, despite his efforts in the development of the company's business and achievement profits beyond what was expected, which led him to leave; this entitles the worker to claim compensation, warning cost and end of service benefits". (Court of Cassation - Rule 2007 issued by the rights of Dubai Court of Cassation - dated 26/11/2007 Appeal No. 35 of 2007 Labor Appeal), appeal published in <https://www.eastlaws.com/>, date Visit 23-1-2019.

<sup>(24)</sup> Al-Ahwani, Hossam Al-Din, **Mediator in the Labor Law of the United Arab Emirates No. (8) of 1980**, Publications of the United Arab Emirates University, 2000, p.839

<sup>(25)</sup> Mansour, Mohammed Hussein, *ibid.*, P. 423.

<sup>(26)</sup> Al-Rand , Nasser Saleh, *ibid.*, P. 257.

Article (116) of the UAE Labor Law No. (8) of 1980 on regulating labor relations stipulates that” If the contract has been terminated on part of the employee, for reasons other than those provided for under Article (121) hereof, the employee becomes liable for compensating the employer against losses incurred by him in consequence of contract termination, provided that the amount of compensation, may not exceed half a month's pay for a period of three months or for the remaining period of contract whichever is shorter, unless the terms of the contract provide otherwise.

An arbitrary termination by a worker is achieved if the termination is not based on a legitimate justification, such as termination issued by the worker because of the change caused by the employer, although it is not an intrinsic change intended to achieve the benefit of working in the establishment and not to offend the worker, decreasing of his wage or his acquired rights in general.<sup>(27)</sup> .

### **2.3 Judicial Cases of Arbitrary Termination of Employment Contract**

There are many issues that are not provided for by the legislator and left to the jurisprudence to face these multiple practical applications of the principle of arbitrariness in termination of the contract, such as the worker requesting a leave, refusing to do his new work, which is fundamentally different from the agreed work, or his refusal to work overtime, or giving a testimony against the employer, or because of joining or not joining a particular union, or because of his legitimate union activity. The dismissal shall also be arbitrary if the termination is not sufficiently justified, for example, if the termination occurred due to the delay in the attendance at the establishment after staying at work until late the night before, or because the attendance book was not signed, or because he spoke aloud while addressing the head of the department. Reducing the number of workers due to the restructuring of the institution, as the employer claims, is considered an arbitrary dismissal if it does not provide justifications for this dismissal.<sup>(28)</sup>, Restructuring and layoffs as a result of a feasibility study are not arbitrary.<sup>(29)</sup>

### **3. Conclusion**

Through this modest research, we have reached several points that we found to have contributed to the achievement of peaceful coexistence.

1 -the UAE legislator felt the importance of the worker class and decided to tight protection, and one of the most important forms of protection was to consider the employer arbitrary if dismissed the worker for no convincing reason. It entails the need to pay compensation, in addition to other rights.

---

<sup>(27)</sup> Morsi, Abdulaziz ,**Explanation of the provisions of the Egyptian Labor Law**, 2001, pp. 586

and 587.

<sup>(28)</sup> Judgment issued by the Court of Cassation of Abu Dhabi, in **appeal No. 1103, of 2010, Judicial Year 5**, issued on 27/2/2011.

<sup>(29)</sup> Judgment issued by the Court of Cassation of Abu Dhabi in **appeal No. 131 of 11- judicial, dated 12/12/1989**.

2. Cases in which an employer may dismiss a worker without notice contained exclusively in article 120 of the UAE law, and the intention is to over-protect the worker.

3. Conversely, cases in which an employer is deemed to be abusive in terminating an employment contract are mentioned in the for example, but are not limited to.

The most important recommendations are:

1. The necessity of amending Article 120 of the UAE Labor Law and granting the worker the possibility to terminate the contract without notice in case of abuse by the employer.

2. the UAE legislator shall change the amount of compensation in case of arbitrary dismissal, and to distinguish between limited and unlimited contracts, in order to vary the amount of compensation.

3. Granting the worker the right to demand reinstatement in the event of dismissal proved arbitrary.

4. The need to amend the text of article 119 of the Labor Code, and make what the worker deserves from the employer in case of arbitrary dismissal is the amount of real damage and not on the basis of basic wage.

#### **4.References:**

1. *Abdelhafid Belkhadir, Arbitrary Termination of Employment Contract, Dar al-Hadatha, Beirut, Lebanon, 1980.*

2. *Abdul Aziz Morsi, Explanation of the provisions of the Egyptian Labor Law, 2001.*

3. *Abdul Razzaq Hussein Yassin, Al-Waseet in explaining the provisions of labor laws and social insurance, Dubai Police Academy, second edition, 2004.*

4. *Abdulaziz Abdel-Moneim Khalifa, General Provisions of the Individual Work Contract, Dar Al Kutub Al-Qanooniya, Egypt, 2004.*

5. *Abdullah Fawaz Hamadneh, the authority of the Court in the determination of arbitrariness when terminating the employment contract "comparative study", Master Thesis, unpublished, submitted to the Faculty of Law, Department of Private Law, Middle East University, 2011.*

6. *Adel Abdul Hamid Fajal, illegal termination of the contract of employment, Alexandria, Egypt, the establishment of knowledge, 2009.*

7. *Adnan Sarhan, Ali Al-Mahdawi, Yousef Obeidat, the provisions of the Federal Labor Relations Regulation Law No. 8 of 1980 as amended, 1st edition, University Library, Sharjah, 2012.*

8. *Ali Hussein Nujaida, A Brief Description of the Labor Law and Social Legislation of the United Arab Emirates, General Administration of Colleges and Institutes, Al-Bayan Commercial Press, 1<sup>st</sup> Edition, 1997-1998.*

9. *Amjad Mansour, The General Theory of Commitments "Sources of Commitment", Dar Al-Thaqafa for Publishing and Distribution, Amman, Jordan, 2006.*

10. *Essam Anwar Selim, Labor Law, Alexandria, Egypt, edited and revised edition, 2<sup>nd</sup> edition, 2002.*

11. Hassan Kira, *The Origins of the Labor Law, Employment Contract, Third Edition, El Maaref Establishment, Alexandria, 1979.*
12. Hossam Al-Din Kamel Al-Ehwani, *Ramzi Farid Mohammed Mabrouk, mediator in the labor law of the United Arab Emirates No. (8) of 1980 as ammended, publications of the United Arab Emirates University, 1421 - 2000.*
13. Laith Fuad Saleh Haddadin, *The Court's Authority to Return the Worker Arbitrarily dismissed to his Work under the Jordanian Labor Law, Unpublished Master Thesis submitted to the Faculty of Law, Mutah University, 2015, Jordan.*
14. Mahmoud Gamal El Din Zaki, *Contract of Work in Egyptian Law, 1st Floor, Egyptian General Book Organization Press, Cairo, Egypt, 1982.*
15. Mahmoud Salama Jabr, *Arbitrary Termination of Employment Contract in accordance with the Omani Labor Law, Dar Al Kutub Al-Qanoniya, Egypt, 2007.*
16. Mohamed Ali Omran, *Al-Waseet in explaining the provisions of the labor law, no edition, Ain Shams University Press, 1980.*
17. Mohammed Hussein Mansour, *Labor Law, Al-Halabi Publications, 1<sup>st</sup> Edition, 2010.*
18. Mohammed Salem Al-Amro, *Arbitrary dismissal in Jordanian Labor Law, Unpublished Master Thesis submitted to the Faculty of Law, Mu'tah University, Jordan, 2014.*
19. Nasser Saleh Al-Rand, *Arbitrary Termination of Employment Contract in accordance with the Law of the United Arab Emirates Compared to Islamic Law, Master Thesis, Faculty of Law and Police Sciences, Dubai Police Academy Press, 2010.*
20. Raafat Mohammed Hammad, *Al-Waseet in explaining the provisions of the Labor Code, no edition, Dar Arab Renaissance, Cairo.*
21. Sayed Mahmoud Ramadan, *Al-Waseet in explaining the Labor Law in accordance with the latest amendments of 2002, and the Social Security Law No. 19 of 2001, i 1, House of Culture for Publishing and Distribution, Amman, Jordan, 2004.*
22. Taher Ahmed Al-Zawi, *Taher Ahmed Al-Zaawi, Tarteef Al-Qamous Al-Mohait, i 4, c 3 Riyadh, Dar Alam Al-Kotob, Riyadh, 1996.*