**OMANI LABOUR LAW**

# Introduction

It has been observed that Omani Labour Law heeds a great deal on the notion of preserving the rights of the employees (expatriates as well) while maintaining an adherence to the massive legislative reforms that Omani arena of employment have ever encountered; *Omanisation*. In accordance with the proclamations of the Omani labour law, Omani employer seek Omani employees from any quarter of the country while serving a legislative obligation to employ a tangible percentage of Omani employees irrespective of the span of the organization.

In this regard, the current study intends to shed light on certain aspects and associated legislative nuances of the Omani labour law. It also intends to examine the validity which is very prone to be passed on Omani labour law that it is most favourable to the employee across any labour laws of several countries.

# Q1:

## Explanations of Benefits of collective bargaining

The major advantages of collective bargaining can be categorized as;

* The notion of collective bargaining is supposed to present a remedy and subsequent settlement through verbal negotiation and consensus instead of confrontation or conflict. Differing from the principles of arbitration where a third party serves the purpose of an intermediate and propose the solution, in case of collective bargaining the subsequent arrangements seem to represent the options of compromise simultaneously enabling the participants to avail those (Bolle, 2016). It is popular than arbitration since the principles of the same appear to patronize biased and uni-dimensional solutions.
* Collective bargaining owns the capacity to institutionalize the arrangement of settlement through verbal communication. In this regard, the principles of collective negotiations might propose certain circumvent methodical remedies to resolve the disputes. Furthermore, in this domain of negotiation, both of the parties are aware about the disagreements in advance.
* Collective bargaining is an arena where the participants are allowed to decide regarding their proportions of entitled shares. It is an arena of participation since the conservative designations seem to dissolute and management and the unions are both allowed to share the prerogatives of rule-making (De Bel-Air, 2015). In Oman, it is included in the scope of collective negotiation.
* Collective bargaining facilitates the agreements to introduce the constraints of a particular contractual conflict through trade union actions. It is evident that it functions as the precursor of industrial peace across the tenure of a certain agreement since it provides a usual solution of the prevalent conflict prior to settlement.
* Collective bargaining is an effective component to strive sound labour relations since it promotes the concept of social relationship. It desires to promote prolonged and *bona fide* dealings that might ensure the birth of a generation of mutual trust. Furthermore, it supplements the causes of mutual understanding in order to promote proliferated relationships.
* In the advent of multiple unions and constant switching of union loyalties, the concept of collective bargaining and the consequent contracts seem to put a halt on the tumult regarding union membership. It has been observed that, the employees are less vulnerable to switch union affiliations prior to the principles of collective negotiation. This can also bring the requisite cease in the practice of inter-union adversities while sustaining an ambience of peace (Zahra, 2015).
* Collective bargaining can cater the causes that desire improvement of industrial relations in multiple levels. The verbal communication tends to improve the relationship of a respective employee with the employer as well as the prospective union leaders. It also heralds a productive relationship between the employer and the union while the employee being the intermediate.

# Q2:

## Explanations of the circumstances under which a worker may abandon the work before termination of the contract period and retain his full rights after giving notice to the employer as per the Omani Labour Law

***Royal decree no. 35/2003; Article (41) of the OLL***

The nuances of the circumstances under which an employer is legislatively approved to abandon the work before the prescribed tenure of termination of the agreement while availing his/her every right has been illustrated in Article 41 of the Omani Labour Law. The employee can only enforce all his/her rights after issuing a notice to the employer about these plans. The consequences can be categorized as follows;

1. If any case of debauchery has emerged with the active participation of the employer or any of his/her representatives in terms of the declaration of the employment contract when the framing of the columns of the contract;
2. If the employer has been found unable to perform in accordance with his/her substantial obligations and the associated legislative provisions in terms and principles of the contract;
3. If the employer or any of his/her representative exponent has been found to be an active performer of an immoral act while subjecting the employee or any of his/her family members
4. If there exist any accusation of physical or psychic assault against the employer and any of his/her prospective component subjecting any employee
5. If there exist a lethal danger within the workplace and potentially threats the health and hygiene of a respective employee within the complete awareness of the employer who refuses to execute any preventive or reformative measures suggested by the relevant authority within a prescribed interval;

Without possessing any superstitions regarding the provisions of the Social Insurance Law, if the worker has been observed to give in his/her job prior to the circumstances discussed above, the employer is expected to serve a legislative obligation to pay a gratuity to the respective employee against the period of serving (KASSASBEH, 2016). Furthermore, the relative authority further might decide the entitlement of further financial compensation without any dimension of the prejudices to the Social Insurance Law.

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## Discussing circumstances under which the contract of work shall terminate as per the Oman labour law

***Royal decree no. 35/2003; Article (43) of the OLL; Section (39) of the OLL***

As per Article (43) in the Omani Labour Law, the contract is likely to terminate under several circumstances and that can be categorized as;

1. If the contract has been expired its proclaimed tenure or the associated tasks have come to a conclusion
2. Sudden demise of the worker
3. Sudden arrival of a disability that hinders the respective worker to perform its tasks
4. If the employed worker have resigned from the current work or decided to avail an abandonment in accordance with the legislative norms
5. A prolonged sickness of the employed worker that potentially hinder the worker to perform accordingly for a consistent or impeded tenure of not less than ten working weeks during one year

In this regard, the employee is obliged to establish his/her ailment or disability by a credible medical certificate. Furthermore, the employee is also obliged to present his/her age proof might be from his/her birth certificate or relevant credentials such as an official extract from the contract of employment (Fillinger*et al.*2014). The medical certificate requires to be approved by any exponent of medical commission pursuant and might be liable to be forwarded to the relevant ministry for making the associated legislative regulations enforceable. Furthermore, the corresponding situations must include the regulations associated with the established work procedures. In this regard, the decisions of the ministry are considered as final.

The employer, in this regard, is not allowed to terminate the contract itself until the worker reaches his/her age of retirement (Belwal and Belwal, 2014).

In summary, it can be concluded that the employer himself is legislatively liable to pay a substantial beneficiary or gratuity in accordance with section (39) as well if the contract has been terminated by the aforementioned reasons provided the employee is not subjected to any prejudices of the social insurance law (Dedousis and Rutter, 2016).

# Q3:

## Discussion of three types of special leave available for worker with gross wages

***Royal Decree 35/2003; Royal Decree 113/2011 Article (65), Article (66), Article (71)***

The leave entitlements have been covered in the amended promulgations of Royal Decree 35/2003, which is accessible to the employees. In this regard, the legislative provisions of leave entitlements and the associated regulations proposed by the Ministry of Manpower have devised a section of special leave that talks about the leaves entitled for the employees for some special cause (Aref and Attia, 2017).

In an elaborative note, the OLL intends to grant leave on certain situations to the respective employees allowing them to pursue certain tasks. In accordance with the associated legislative regulations, the employees are allowed to avail full pay (Pauceanu, 2016). It is imperative to mention in this regard that the circumstances of availing special leave can be categorized as follows;

1. Three days of special leave in case of marriage (only once of the entire tenure)
2. Three days in case of a demise of the near ones
3. Two days in case of a demise of someone in the extended family
4. Fifteen days for performing Al-Haj once throughout the tenure of the contract after one year of unimpeded service; ( Al-Issa, 2014)
5. Almost four months (One hundred and thirty days) for a working Muslim wife in case of her husband’s demise
6. Fifteen days in the running year if the employee happens to be enrolled in schools or similar institutions for the purpose of appearing in an examination

***Maternity Leave:*** After the amendment of the royal decree, OLL appear to entitle fully paid maternity leave of fifty across the pre-maternity and post-maternity period. Furthermore, they are allowed to extend the leaves in cases of any medical emergency and which become enforceable under relevant medical certifications or equivalent credentials (Al-Sayyed, 2014).

Furthermore, employees who are prospectively suffering from heart diseases are granted to avail a leave of six months under 50% of their gross pay. In this regard, the recommendations of an established medical practitioner are requisite as a prime eligibility (Afiouni and Karam, 2017).

## Critically analyzing the circumstances under which the employer may not comply with the provisions set out in section (68) and (69) of the Oman labour law with regard to working hours

***Royal decree no. 35/2003; Article (68) of the OLL; Section (69) of the OLL***

These articles are typically framed to apprehend upon the working hours of a respective employee. In article (68), it has been stated that the employer is not legislatively allowed to make any employee work for more than nine hours a day. Furthermore, the optimum limit of a worker is to work for not more than 48 hours a week where the intervals of taking food, refreshments and rests are not included in that (Galazka, 2015).

Article (68) also states that, in the month of Ramadan the optimum working hour of an Omani employee is six hours a day and 36 hours a week for the Muslim workers. In this regard, the relevant ministry is responsible to impose any specified time of closure of work.

Article (69) appears to elaborate the nuances of intervals, which is excluded from the consideration of the working hours in the previous sections. In this regard, article (69) doctrines that the working hours need to be separated by more than two or three time while taking into consideration the work will not continue for consecutive six hours. The ministers are liable to embark on specified working hours against some specified occasions.

The apprehensions regarding the adherence of the employer or refusing to comply has been elaborated in Article (72) of the respective provisions. The circumstance of refused compliance of an employer can be categorized as;

1. The employer might not comply with the legislative reforms of working hours in the time of annual inventory, liquidation, preparation of balance sheet, preparation for sale at a discount and closure of accounts;
2. If the tasks appear to stagnate due to prevention of any accident or works of repairing with an inevitable outcome of definite loss of tangible and perishable materials;
3. If the work appear to face an unprecedented pressure
4. The occasions, festivals and certain seasons and several other seasonal work obligation in accordance with the specified decision of the Ministers
5. For the previous two cases, notification from the relevant directorate is essential to issue within 24 hours along with the statement of the requisite extra time for further completion of the task

# Conclusion

It is evident from the above-mentioned discussion that it is quite true that the Omani labour law pertains a flagrant dimension of favour directed towards the employees. It is worthy to note that after the advent of *Omanisation* the rate of employment have seen a drastic leap since most of the employer are legislatively obliged to employ and sustain a majority of Omani population in the respective workplace whether the employee being an expatriate and living Omani citizen (Vinković and Špadina, 2014). On the other hand, as a representative of a counterpoint, it can also be stated that, an Omani employer isalso allowed to refuse to show compliance in particular circumstances specified by the relevant directorate.