

- f. il-ħinijiet, imħallsin b'rati ta' sahra jew rata ogħla, li tulhom l-impjegat ikun impjegat;
- g. il-perjodi ta' mistrieħ kull jum u kull ġimgħa mogħtija lill-impjegat;
- h. il-ħlasijiet totali mħallsin lill-impjegat kull ġimgħa; u
- i. kull bidla jew aġġornament tal-kondizzjonijiet tal-istatus okkupazzjonali tal-impjegat.

Aspett importanti iehor huwa d-dmir li għandu l-prinċipal li jgħaddi lid-Direttur tal-Impiegi u Relazzjonijiet Industrijali kull informazzjoni li d-Direttur jista' jitlob b'konnessjoni mal-kondizzjonijiet tal-impieg tal-impjegati.

Kampjun ta' formola ta' Dikjarazzjoni Iffirmata, li l-prinċipal huwa obligat li jagħti lill-impjegat fl-assenza ta' kuntratt tax-xogħol bil-miktub, huwa aċċessibli fuq il-websajt tad-Dipartiment tar-Relazzjonijiet Industrijali u tal-Impieg. Iżda jekk tali dikjarazzjoni tkun iffirmata kemm mill-impjegat kif ukoll mill-prinċipal, għandha tiegħu l-forma ta' kuntratt tax-xogħol bil-miktub.

F'każi fejn ikun hemm postijiet vakanti fuq il-post tax-xogħol, il-prinċipal huwa obligat li jinforma lill-

- Impjegati part-time dwar postijiet vakanti għall-impieg fuq bażi full-time
- Impjegati full-time dwar postijiet vakanti għall-impieg fuq bażi part-time
- Impjegati fuq kuntratt definit dwar postijiet vakanti għall-impieg fuq bażi indefinit

- f. the time, paid for overtime or higher rates, during which the employee is employed;
- g. the periods of daily and weekly rest accorded to the employee;
- h. the total wages paid to the employee each week; and
- i. any change or update in the conditions of the employee's occupational status.

An important duty related to information is the duty of the employer to furnish the Director

for Employment and Industrial Relations with any information which the Director may request in connection with the conditions of employment of the employees.

A sample of a 'Statement by the Employer', which the employer is obliged to give to the employee in the absence of a written contract of employment, is accessible on the DIER website. If however, such statement is signed by both employer and employee, it takes the form of a written contract of employment.

In cases of vacancies available at the place of work the employer is obliged to inform:

- Part-time employees about vacancies of full-time employment
- Full-time employees about vacancies of part-time employment
- Fixed Term contract employees about vacancies of indefinite employment



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Informazzjoni lill-Impjegati

Information to Employees

Disclaimer:

All information in this publication is correct as on the date of publication. Although due care has been taken to ensure the correctness of published information, this does not rule out mistakes. It is advisable to use this publication for general information purposes only and before taking any decisions or interpreting any published information you consult the Department of Industrial and Employment Relations. For further information including recent updates on the subject contact the Department of Industrial and Employment Relations.

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Kuntratt tal-impieg li għandu l-istess tifsira ta' kuntratt ta' servizz, kemm jekk maqbul verbalment jew bil-miktub, huwa rikonoxxut legalment. Madankollu bħala regola ġenerali, fil-bidu tal-impieg l-impjegat u l-prinċipal normalment jiffirmaw kuntratt tal-impieg. F'dawk il-każi meta ebda kuntratt ta' impieg bil-miktub ma jkun iffirmit bejn il-prinċipal u l-impjegat, u/jew f'dawk il-każi meta l-kuntratt bil-miktub ma jkoprix l-informazzjoni kollha jew parti minnha skont il-liġi, il-prinċipal huwa obligat li jagħti lill-impjegat dikjarazzjoni ffirmata, mhux aktar tard minn tmien ġranet tax-xogħol mill-bidu tal-impieg. L-imsemmija ittra ta' ingaġġ jew dikjarazzjoni ffirmata għandha tal-anqas tinkludi;

- a. l-isem, in-numru ta' reġistrazzjoni u l-post tan-negożju rreġistrat tal-prinċipal u n-numru ta' dokument ta' identifikazzjoni legalment validu, is-sess u l-indirizz tal-impjegat u tal-post tax-xogħol;
- b. id-data tal-bidu tal-impieg;
- ċ. il-perjodu ta' prova;
- d. rati normali ta' pagi pagabbli;
- e. rati ta' ħlas ta' sahra pagabbli;
- f. is-siġġat normali tax-xogħol;
- g. kull meta jithallsu l-pagi;
- h. fil-każ ta' kuntratt ta' impieg b'terminu ta' żmien fiss, it-tul mistenni jew miftiehem

tal-perjodu tal-kuntratt;

- i. il-vaganzi bi ħlas, u l-leave għal vaganzi, mard u leave ieħor li l-impjegat hu intitolat għalihom;
- j. il-kondizzjonijiet li taħthom tista' tkun imposta multa mill-prinċipal;
- k. it-titolu, grad, natura jew kategorija tax-xogħol tal-impjegat;
- l. il-perjodi ta' avviż ta' tmiem tal-impieg li għandhom ikunu osservati mill-prinċipal u mill-impjegat jekk ikun il-każ;
- m. il-ftehim kollettiv, jekk ikun hemm, li jistabbilixxi l-kondizzjonijiet ta' xogħol tal-impjegat; u
- n. kull kondizzjoni ta' impieg oħra rilevanti jew applikabbli.

Fil-każ ta' impjegat li jkun meħtieġ jaħdem f'pajjiż ieħor mhux f'Malta għal perjodu li jaqbeż xahar, id-dokumenti msemmija hawn fuq għandhom ikunu għand l-impjegat qabel it-tluq minn Malta u għandhom jinkludu l-informazzjoni addizzjonali li ġejja:

- a. it-tul tal-impieg barra minn Malta;
- b. il-valuta li għandha tintuża għall-ħlas tar-rimunerazzjoni;
- ċ. meta jkun il-każ, il-benefiċċji fi flus jew oġġetti marbutin mal-impieg barra; u
- d. meta jkun il-każ, il-kondizzjonijiet għar-ripatrijazzjoni tal-impjegat.

Jekk, wara l-bidu tal-impieg, id-dettalji jew il-kondizzjonijiet tal-impieg elenkati

f'dawn id-dokumenti jiġu emendati jew modifikati, il-prinċipal għandu jinnotifika lill-impjegat bil-bidliet (minbarra bidliet li jsiru bil-liġi jew bi ftehim kollettiv applikabli) permezz ta' dikjarazzjoni ffirmata li għandha tingħadda lill-impjegat mhux aktar tard minn tmien ġranet tax-xogħol mid-data meta l-bidliet jidhlu fis-seħħ.

L-impjegati kollha jrid ikollhom fil-pussess tagħhom l-informazzjoni li tinsab f'id-dokumenti msemmija hawn fuq. Waqt l-ingaġġ, il-prinċipal għandu jispjega lill-impjegat il-kondizzjonijiet tal-impieg marbta mal-kuntratt tax-xogħol/servizz. Kopji ta' dawn id-dokumenti għandhom jinżammu mill-prinċipal. Barra minn hekk, min iħaddem għandu l-obbligu li jzomm reġistru jew reġistri li juru, fir-rigward ta' kull impjegat:

- a. l-isem, l-indirizz, is-sess, in-numru ta' dokument tal-identifikazzjoni legalment validu u d-data tat-twelid tal-impjegat;
- b. ix-xogħol tal-impjegat;
- c. id-data tal-bidu tal-impieg;
- d. it-tip tal-kuntratt tal-impieg, jiġifieri jekk il-kuntratt hux ta' tul indefinit jew ta' tul fiss u fil-każ ta' kuntratti ta' impieg b'terminu ta' żmien fiss id-data tat-terminazzjoni ta' tali kuntratt;
- e. il-ħinijiet, imħallsin b'rati ta' ħin ordinarju, li tulhom l-impjegat ikun impjegat;

A contract of employment which has the same meaning of a contract of service, whether agreed verbally or in writing, is binding by law. However, as a general rule, when engaging in employment, the employee and his employer normally sign a contract of employment. In those cases where no written contract of employment has been signed between the employer and the employee, and, or in those cases where the written contract does not cover all the information as required by law, the employer is obliged to give to the employee a signed statement, by not later than eight working days from the commencement of employment. The said signed statement shall at least include;

- a. the name, registration number and registered place of business of the employer and the identity card number, sex and address of the employee and the place of work,
- b. the date of commencement of employment;
- c. the period of probation;
- d. normal rates of wages payable;
- e. the overtime rates of wages payable;
- f. the normal hours of work;
- g. the periodicity of wage payments;
- h. in the case of a fixed term contract of employment, the expected or agreed duration of the contract period;

- i. the paid holidays, and the vacation, sick and other leave to which the employee is entitled;
- j. the conditions under which fines may be imposed by the employer;
- k. the title, grade, nature or category of the work for which the employee is employed;
- l. the notice periods to be observed by the employer and the employee should it be the case;
- m. the collective agreement, if any, governing the employee's conditions of work; and
- n. any other relevant or applicable condition of employment.

In the case of an employee who is required to work outside Malta for a period exceeding one month, these aforementioned documents shall be in the employee's possession before departure from Malta and shall include the following additional information:

- a. the duration of the employment abroad;
- b. the currency to be used for the payment of remuneration;
- c. where appropriate, the benefits in cash or kind attendant on the employment abroad; and
- d. where appropriate, the conditions governing the employee's repatriation.

If, after the commencement of employment, the details or the conditions of employment listed in these documents are changed, the employer must notify the employee of the changes (excluding changes effected in laws or applicable collective agreement) by means of a signed statement which must be delivered to the employee by not later than eight working days from the date when the changes come into effect.

It must be made clear that all employees must be in possession of the information contained in the documents mentioned above, while on engagement, the employer should explain to the employee the basic conditions of employment bound with his contract of employment/service.

Copies of such documents shall be kept by the employer. Moreover, the employer has an obligation to keep a register or registers

showing, in respect of each employee:

- a. the name, address, sex, identity card number and date of birth of the employee;
- b. the occupation of the employee;
- c. the date of commencement of employment;
- d. the nature of the contract of employment namely whether the contract is of an indefinite or of a fixed duration and in the case of fixed term contracts of employment the date of termination of such contract;
- e. the time, paid for at ordinary time rates, during which the employee is employed;