

inqas favorevoli minn impjegati permanenti komparabbli għar-raguni waħdanija li jkollhom kuntratt ta' servizz għal żmien fiss

Ikun id-dmir tal-prinċipal li jinforma lill-impjegati b'kuntratt ta' servizz għal żmien fiss b'vakanzi li jinholqu fil-post tax-xogħol u li jagħti lil tali impjegati l-istess opportunità daqs impjegati oħra biex dawn jakkwistaw xogħol b' kuntratt ta' servizz għal żmien indefinit fil-post tax-xogħol tagħhom.

Leave tal-Maternita' u Kuntratti għal Żmien Fiss

Impjegata fuq kuntratt għal żmien fiss tgawdi mill-istess drittijiet ta' *leave* tal-maternita' bħal impjegati oħra fuq kuntratti indefiniti. Impjegata li tittermina l-impieg tagħha mingħajr raġuni valida fi żmien sitt xhur mid-data li tidhol lura għax-xogħol wara l-*leave* tal-maternita' għandha tħallas lill-prinċipal tagħha somma ekwivalenti għall-pagi li tkun irċiviet waqt il-*leave* tal-maternita'. Madankollu impjegata li tkun fuq *leave* tal-maternita' u li l-kuntratt tagħha jiskadi waqt l-istess perjodu ta' *leave*, mhix obligata li tħallas lura lill-prinċipal tagħha l-istess ammont ta' pagi. Minn naħa tiegħu, il-prinċipal għandu d-dritt jestendi l-kuntratt għal perjodu ta' żmien li jkun suffiċjenti biex l-impjegata tissodisfa l-obbligi tagħha msemmija hawn fuq.

Għal aktar informazzjoni żur is-sit: www.industrialrelations.gov.mt

Non-Discrimination

Employees on a contract of service for a fixed term shall not be treated in a less favourable manner than comparable permanent employees solely because they have a contract of service for a fixed term. The employer is obliged to inform such employees about vacancies that arise in the place of work giving them the same opportunity as other employees to secure work on a contract of service for an indefinite time within the place of work.

Maternity Leave and Fixed Term Contracts

An employee on a fixed term contract enjoys the same rights of maternity leave as other employees on indefinite contracts. An employee who terminates her employment without a valid reason within six months from the date of resuming work following maternity leave is liable to pay her employer a sum equivalent to the wages that she received during the maternity leave. However, an employee who is availing maternity leave and whose fixed term contract expires during such maternity leave is not obliged to pay her employer accordingly. But on his part, the employer has the right to extend the contract up to a period of time which is sufficient for the employee to fulfil her obligations as referred above.

Further information can be accessed on : www.industrialrelations.gov.mt



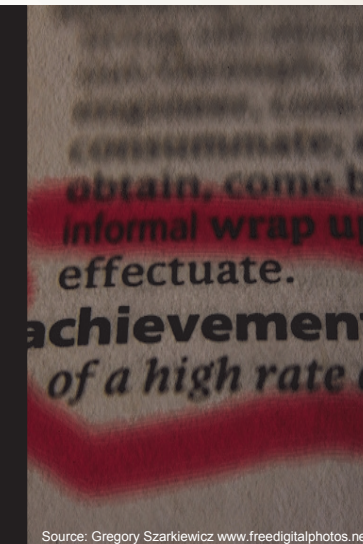
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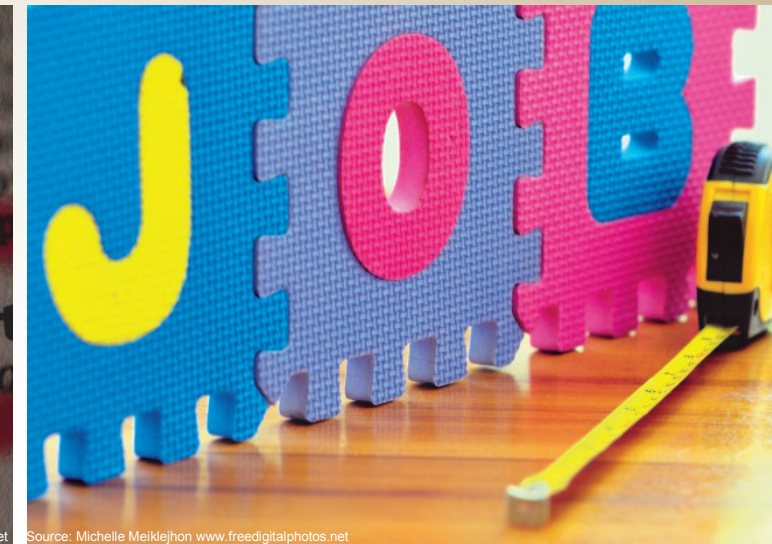
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FIXED TERM c o n t r a c t s

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X'inhu Kuntratt għal Żmien Fiss?

Kuntratt ta' żmien fiss huwa kuntratt fejn iż-żewġ partijiet normalment jaqblu fuq it-tul tiegħu u b'hekk jinkludi d-data tal-iskadenza. Jista' wkoll jiġi maqbul fuq biċċa xogħol speċifika, fejn id-data tal-iskadenza tiegħu tkun id-data ta' meta' x-xogħol jiġi komplut. L-inċidenza ta' mpiegi fuq kuntratt ta' żmien fiss qiegħda tiżdied l-aktar minħabba d-domanda għal suq tax-xogħol aktar flessibbli. Madankollu huwa importanti ħafna għall-principal u għall-impjegat li jifhmu l-implikazzjonijiet involuti qabel jikkommettu ruħhom f'kuntratti bħal dawn. Dawn it-tip ta' kuntratti huma koperti bir- Regolamenti dwar Kuntratti ta' Servizz Għal Termini ta' Żmien Fiss (A.L. 51 tal-2007).

Tiġdid ta' kuntratt għal żmien fiss

Normalment, kuntratt għal żmien fiss jista' jiġi mġedded suċċessivament sa perjodu massimu ta' erba' snin li meta jgħaddu l-impjegat għandu jiġi kkunsidrat bħala impjegat b'kuntratt ta' żmien indefinit. Ikun hemm eċċezzjoni meta l-principal ikollu raġunijiet ġustifikabbli biex iżomm lill-impjegat b'kuntratt għal żmien fiss. Jekk dan ikun il-każ, dawn ir-raġunijiet iridu jtnizzlu bil-miktub fil-kuntratt.

Impjegat li jkollu kuntratt għal żmien fiss li jkun skada u li jkun iżamm fl-impieg, jiġi wkoll ikkunsidrat bħala impjegat b'kuntratt indefinit jekk l-impjegat ma jiġix mogħti kuntratt ta' servizz ġdid fi żmien tmax-il ġurnata mill-iskadenza

tal-kuntratt preċedenti.

Kuntratti għal Żmien Fiss Suċċessivi

Meta jiġi kkalkulat il-perjodu kontinwu ta' servizz għall-skop biex ikun stabbilit li ġew kompjuti erba' snin taħt kuntratt għal żmien fiss għall-fini biex il-kuntratt jinbidel f'wieħed indefinit, it-tali perjodu kontinwu jinkludi kull kuntratt ta' żmien fiss imġedded jew sussegwenti li jkollu sostanzjalment l-istess xogħlijiet u ġie li fis-seħħ fi żmien sitt xhur mit-terminazzjoni tal-kuntratt preċedenti.

Kuntratt għal żmien fiss li jiġi mġedded fi żmien sena għal perjodu definit jew indefinit ieħor u li jinkludi sostanzjalment l-istess xogħlijiet, ma jstax jinkludi kundizzjonijiet tal-impieg inqas favorevoli u l-perjodu totali ta' *probation* m'għandux ikun itwal min dak ipprovdut bil-liġi.

Tmiem ta' Kuntratt għal Żmien Fiss waqt *Probation*

Kuntratt għal żmien fiss jista' jiġi tterminat waqt il-perjodu applikabbli tal-*probation* tiegħu mingħajr il-ħtieġa li tingħata raġuni. Madankollu, il-parti li tittermina l-kuntratt trid tagħti ġimgħa *notice* jekk l-impieg jaqbeż xahar.

Għandu jiġi nnutat li l-ewwel sitt xhur ta' kull impjieg jikkostitwixxu *probation*. Fil-każ ta' kuntratt għal servizz fejn il-kariga hija waħda teknika, eżekuttiva, amministrattiva jew manigerjali b'paga mhux inqas mid-doppju tal-paga minima,

following the expiry of the previous contract.

Successive Fixed Term Contracts

When calculating a continuous period of service for the purpose of having completed four years under fixed term contracts, after which the contract changes into indefinite duration, the continuous period includes any renewed or subsequent fixed term contract having substantially the same tasks and entered into within six months from the termination of the previous contract.

A definite contract of employment that is renewed within one year for another period of definite or indefinite duration and which includes substantially the same tasks cannot include less favourable conditions of employment and the aggregate probation period should not be longer than that provided by law.

Terminating a Fixed Term Contract during Probation

A Fixed Term Contract can be terminated during its applicable probation period without assigning any reason. However, the party terminating the contract requires to submit a one week notice if the employment exceeds one month.

It should be noted that the first six months of any employment constitute probation. For a contract of employment in respect of an employee holding a technical, executive, administrative or managerial post and whose wage is at least

l-probation ikun ta' sena. Madankollu l-liġi tippermetti li l-partijiet jifthemu għal żmien iqsar ta' *probation*.

Tmiem ta' kuntratt ta' Żmien Fiss wara l-*Probation*

Meta ma hemmx raġuni ġustifikata biex jintemm impieg definit, il-parti li tikser il-kuntratt hi obbligata li tħallas lill-parti l-oħra somma ugwali għal nofs il-pagi sħaħ li kienu jitħallsu li kieku l-kuntratt tal-impieg baqa' fis-seħħ. F'sitwazzjonijiet ta' sensji fuq il-post tax-xogħol, impjegati fuq kuntratti ta' żmien fiss huma wkoll affetwati mill-proċeduri ta' *last in/first out* fl-istess kategorija, bħal impjegati oħra fuq kuntratti indefiniti. Tali impjegati li jiġu affetwati bis-sensja huma intitolati li jitħallsu l-kumpens kif indikat fil-paragrafu preċedenti.

Tul ta' Servizz

Fejn l-impjegat jinżamm fl-impieg wara kuntratt ta' żmien fiss u fejn l-impjieg għal żmien fiss jinbidel f'kuntratt indefinit skont it-termini tal-liġi, it-tul ta' servizz f'dak l-impieg jinkludi wkoll il-perjodu li l-impjegat kien fuq kuntratt/i ta' żmien fiss.

Non-Diskriminazzjoni

Impjegati b'kuntratt ta' servizz għal żmien fiss m'għandhomx ikunu trattati b'mod

double the minimum wage, such probation period is of one year. In any case, the law allows that the parties can agree to a shorter period of probation.

Terminating a Fixed Term Contract after Probation

Where there is not a justified reason to terminate a definite contract of employment, the party who breaches the contract is liable to pay the other party a sum equal to one-half of the full wages that would have accrued had the contract of employment remained in force. In situations of redundancy at the place of work, employees on fixed term contracts are also affected by the procedures of last in/first out in the same category, as other employees on indefinite contracts. Employees who are so affected by redundancy are entitled to be paid compensation as indicated in the paragraph above.

Length of Service

Where the employee is retained in employment following a fixed term contract and where the employment on fixed term changes into indefinite employment in terms of the law, the length of service in that employment includes also the period that the employee has been employed on fixed term contract/s.