

**S.L. 452.66 – Hotels and clubs: Coffee Shops, Bars, and Restaurants**

**PART-TIME INDEFINITE CONTRACT OF EMPLOYMENT**

In accordance with regulation 3 of the 'Information to Employees Regulations, 2002' (S.L 452.83), in those cases where a written contract of employment has been signed between the employer and the employee, the employer shall be bound to deliver to the employee a signed copy of the agreement by not later than eight working days from the date of the contract.

**Employer** Enterprise: \_\_\_\_\_  
Name: Mr. / Ms. / Mrs. \_\_\_\_\_  
I.D. No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Co. Reg. Number: \_\_\_\_\_

PE Number: \_\_\_\_\_

**Employee** Name: Mr. / Ms. / Mrs. \_\_\_\_\_  
I.D. No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

The parties above agree to enter into this contract of employment with the following terms and conditions:

**Job Title** \_\_\_\_\_  
(preferably attach [job description](#))

**Place of Work** \_\_\_\_\_  
\_\_\_\_\_

*(Specify normal place of work and whether the employee will be required to work at any other temporary sites within Malta for the proper performance of the employee's duties.)*

**Duties Abroad**

\_\_\_\_\_

*(Specify whether employee may be required to perform duties outside of Malta.)*

**Date of Commencement**

\_\_\_\_\_

**Probation Period**

\_\_\_\_\_

**Wages**

1. Part-Time Basic Hourly Rate: \_\_\_\_\_

2. Specify other allowance/s: \_\_\_\_\_

*(such as shift allowance and/or commission structure)*

In addition to the above, the employer shall pay the employee the pro rata [Statutory Bonus and Weekly Allowance](#) as specified by law. *(Statutory bonus payable by the 30th June <€135.10> and from the 15th till the 23rd December <€135.10>. Weekly allowance payable by 31st March <€121.16> and 30th September <€121.16>.)*

**Overtime Rates**

(a) **x1.5** for all hours of work in excess of eight hours on any day from Monday to Saturday;

(b) **x2** for all hours of work on Sundays and customary holidays;

(c) for hours worked in excess of an average of 40 hours per week **x1.5**.

**Periodicity of wage payment**

\_\_\_\_\_

*(state at what intervals wages are to be paid, preferably indicating payment date and payment period)*

**Normal hours of work**

\_\_\_\_\_

*(excluding overtime)*

*(If the total number of hours worked by the part-time employee calculated over a year equal or exceed those of a comparable whole-time employee, then that employee shall thenceforth be considered as a whole-time employee.)*

**Public Holidays (pro-rata)**

When a Public Holiday falls on any day of the week (from Monday to Sunday) and the part-time employee is not scheduled to work on such day as part of the normal weekly roster (being an off day of the employee), the equivalent in hours of one working day pro rata is to be added to the employee's vacation leave entitlement. Such extra day of vacation leave equivalent in hours of one working day pro rata is to be added to the employee's vacation leave entitlement on the day of such Public Holiday.

**Vacation Leave (pro-rata)**

The pro-rata is calculated as the proportion that the number of weekly hours worked by the part-time employee bears to the number of the normal weekly hours worked by a full-time employee performing same work.

In case where the working hours of a part-timer are based on irregular weekly working hours, the pro-rata is calculated over the average of hours worked over a period of 13 weeks (Quarterly: January to March; April to June; July to September; October to December).

*(It should be noted that the employee is entitled to the pro-rata of fifteen hours with pay per year as time-off for urgent family reasons, which are deductible from the annual leave entitlement of the employee.)*

**Sick Leave (pro rata)**

After completing the first six months of employment, a part-time employee shall in every calendar year be entitled to the pro-rata equivalent in hours of 15 days (120 hours) sick leave on full pay, and a further 36 days (288 hours) on half pay.

*(In occasions of sickness, a medical certificate has to be presented to the employer on the day of return to work or, if such period of sickness is longer than seven days, within seven days of the commencement of sick leave absence. The employer shall have the right to send a medical practitioner to visit and examine an employee who is on sick leave.)*

**Other Leave (pro rata)**

- [Paternal Leave:](#) 10 days on full pay
- Parental leave: 4 months
- Marriage Leave: 3 days on full pay
- Bereavement Leave: 2 days on full pay
- Injury Leave: Up to one year injury leave on full pay

Jury Service Leave: Employees called for jury service shall be allowed all the necessary time off on full pay to attend such service at the Court.

**Notice Periods** (pro rata)

<i>Period of Employment</i>	<i>Notice Period</i>
<i>Over 1 month up to 6 months</i>	<i>1 Week</i>
<i>Over 6 months up to 2 years</i>	<i>2 Weeks</i>
<i>Over 2 years up to 4 years</i>	<i>4 Weeks</i>
<i>Over 4 years up to 7 years</i>	<i>8 Weeks</i>
<i>Over 7 years up to 8 years</i>	<i>9 Weeks</i>
<i>Over 8 years up to 9 years</i>	<i>10 Weeks</i>
<i>Over 9 years up to 10 years</i>	<i>11 Weeks</i>
<i>Over 10 years</i>	<i>12 Weeks</i>

**Special Conditions**

\_\_\_\_\_  
\_\_\_\_\_

**Collective Agreement**

\_\_\_\_\_

*(if applicable, attach copy of relevant collective agreement)*

**Fines**

\_\_\_\_\_

**Governing Law and Jurisdiction**

This Contract shall be deemed to be a Maltese Contract, and shall accordingly be governed, construed and interpreted in accordance with the laws for the time being in force in Malta, and the Maltese Courts and Tribunals shall have exclusive jurisdiction to hear and determine all actions and proceedings arising out of this Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Employer/Representative

I.D. Number: \_\_\_\_\_

I.D. Number: \_\_\_\_\_

Position: \_\_\_\_\_

N.B. A copy of the written contract of employment shall be kept by the employer and also given to the employee. Furthermore, if a reference to the law is made, the relative provision of the law must be indicated.