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

FULL-TIME DEFINITE 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 _____

_____

Duration of Contract

_____

Probation Period

Wages

1. Full-time Basic Weekly Wage: _____

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 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)	40 hours per week (List the total number of working hours per week and the relative schedule of work. However, the Employer may, from time to time change the fixed weekly schedule of work should new business exigencies provided by the employer develop on a permanent basis.)
Public Holidays	When a Public Holiday falls on any day of the week (from Monday to Sunday) and the full-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 is to be added to the employee's vacation leave entitlement. Such extra day of vacation leave is to be added to the employee's vacation leave entitlement on the day of such Public Holiday.
Vacation Leave	A full-time employee whose normal hours of work are 40 hours per week is entitled to 192 hours vacation leave per year. A minimum period equivalent to four weeks may not be replaced by an allowance in lieu.
Sick Leave	From commencement date, a whole-time employee shall in every calendar year be entitled to the equivalent in hours of 15 days (120 hours) sick leave on full pay, and a further 36 days (288 hours) on half pay. This shall be calculated pro rata according to the date of commencement of employment in the relevant calendar year. (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	Paternal Leave: 10 days on full pay Parental leave: 4 months Marriage Leave: 3 days on full pay Bereavement Leave: 3 days on full pay

Urgent Family Leave:	The first 16 hours are deducted from the employee's vacation leave entitlement. The remaining 16 hours are deducted from the employee's paid sick leave entitlement.
Injury Leave:	Up to one year injury leave on full pay
Jury Service Leave:	A whole-time employee shall, if called upon to serve as juror, be allowed all time off as shall be necessary, without any deduction from pay to which he would otherwise have been entitled, to enable him to attend to such duty in Court.

Termination of contract

Where there is not a justified reason to terminate an employment that is on definite basis after the probation period, 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.

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.