SUBSIDIARY LEGISLATION 452.126

TRANSPARENT AND PREDICTABLE WORKING CONDITIONS REGULATIONS

21st October, 2022

LEGAL NOTICE 267 of 2022, as amended by Legal Notice 112 of 2025.

Citation.

1. The title of these regulations is the Transparent and Predictable Working Conditions Regulations.

Scope and applicability. *Amended by: L.N. 112 of 2025.*

2. (1) The scope of these regulations is to transpose Directive (EU) 2019/1152 of the European Parliament and of the Council of 20 June 2019 on transparent and predictable working conditions in the European Union.

(2) *Deleted by Legal Notice 112 of 2025.*

(3) These regulations apply to seafarers and sea fishermen without prejudice to Directives 2009/13/EC and Directive (EU) 2017/159, respectively. The obligations set out in paragraphs (m) and (o) of regulation 5(1), and in regulations 7, 12, 13 and 14 shall not apply to seafarers or sea fishermen.

(4) The rights and obligations set out in these regulations shall apply to all employment relationships by 1 August 2022:

Provided that an employer shall provide or complement the documents referred to in regulations 5(1) and 7 only upon the request of a worker who is already employed on that date. The absence of such a request shall not have the effect of excluding a worker from the minimum rights established in regulations 11 to 15 and the provisions of article 36 of the Act relating to the duration of any probationary period.

Interpretation. *Amended by: L.N. 112 of 2025.*

3. In these regulations, unless the context otherwise requires:

"applicant for employment" means any person seeking employment and who is being considered for engagement with a prospective employer;

"Act" means the Employment and Industrial Relations Act; Cap. 452.

"Court of Justice" means the Court of Justice of the European Union;

"Director", "employer", "outworker", "Tribunal", "whole-time employee", and "worker" shall have the same

meaning as assigned to them in article 2 of the Act;

"reference hours and days" means time slots in specified days during which work can take place at the request of the employer;

"pay level" means gross annual pay and the corresponding gross hourly pay;".

"work pattern" means the form of organisation of the working time and its distribution according to a certain pattern determined by the employer;

"work schedule" means the schedule determining the hours and days on which performance of work starts and ends;

"zero-hour contract" means a contract of employment or other work arrangement under which a worker is required to be available for work or services as and when needed by the employer, and where the employer promises payment on the basis of hours so worked without guaranteeing a minimum number of hours to the worker.

Provision of information, contract of employment.

4. The employer shall provide each worker with the information required in pursuant to these regulations in writing. The information shall be provided and transmitted on paper or, provided that the information is accessible to the worker, that it can be stored and printed, and that the employer retains proof of transmission or receipt, in electronic form.

Obligation to provide information.

5. (1) Employers are required to inform workers of the essential aspects of the employment relationship. These shall include at least the following:

(a) the name, registration number and registered place of business of the employer and a legally valid identification document number, gender, and address of the employee and the place of work:

Provided that in the absence of a fixed place of work it should be stated that the employee will be employed at various places together with the registered place of business:

Provided further that if there is no registered place of business, the domicile of the employer is to be stated;

(b) the place of work. Where there is no fixed or main place of work, the principle that the worker is employed at various places or is free to determine his place of work, and the registered place of business or, where appropriate, the domicile of the employer;

(c) the title, grade, nature or category of work for which the worker is employed;

(d) brief specification or description of the work;

(e) the date of commencement of the employment relationship;

(f) in the case of a fixed-term employment relationship, the end date or the expected duration thereof;

(g) in the case of temporary agency workers, the identity of the user undertakings, when and as soon as known;

(h) the duration and conditions of the probationary period;

(i) the training entitlement provided by the employer, if any;

(j) the amount of paid leave to which the worker is entitled, including but not only, vacation leave, paternal leave, parental leave, maternity leave, carer's leave, urgent family leave, bereavement leave, marriage leave, quarantine leave, jury service leave, sick leave and injury leave, or, where this cannot be indicated when the information is given, the procedures for allocating and determining such leave;

(k) without prejudice to article 36 of the Act, the procedure to be observed by the employer and the worker, including the formal requirements and the notice periods, where their employment relationship is terminated or, where the length of the notice periods cannot be indicated when the information is given, the method for determining such notice periods;

(l) without prejudice to Title I of Part III of the Act, and every other legislation in force laying down the minimum remuneration, overtime and special rates of pay, the remuneration including the initial basic amount, any other component elements, if applicable, indicated separately, the frequency and method of payment of the remuneration to which the worker is entitled and the conditions under which fines may be imposed by the employer and their quantum;

(m) without prejudice to the Organisation of Working Time Regulations, and other more specific provisions relating to the organisations of working time for certain occupations or occupational activities, if the work pattern is entirely or mostly predictable, the length of the worker's standard working day or week and any arrangements for overtime and its remuneration S.L. 452.87.

and, where applicable, any arrangements for shift changes;

(n) if the work pattern is entirely or mostly unpredictable, the employer shall inform the worker of:

(i) the principle that the work schedule is variable, the number of guaranteed paid hours and the remuneration for work performed in addition to those guaranteed hours;

(ii) the reference hours and days within which the worker may be required to work;

(iii) the minimum notice period to which the worker is entitled before the start of a work assignment and, where applicable, the deadline for cancellation of the work assignment;

(o) any collective agreements governing the worker's conditions of work or in the case of collective agreements concluded outside the business by special joint bodies or institutions, the name of such bodies or institutions within which the agreements were concluded;

(p) where it is the responsibility of the employer, the identity of the social security institutions receiving the social contributions attached to the employment relationship and any protection relating to social security provided by the employer.

(q) any other relevant or applicable condition of employment:

Provided that where an employer engages a person under a contract for service as an outworker for an undertaking, he shall provide the employee with a signed statement showing:

(a) the name, registration number and registered place of business of the employer and a legally valid identification document number and address of the employee; and

(b) the rate to be paid for the work; and

(c) any special conditions regulating the contract.

(2) The information referred to in sub-regulation 1(g) to (l) and (o) may, where appropriate, be given in the form of a reference to the laws, regulations and administrative or statutory provisions or collective agreements governing that information.

(3) The obligation to provide information referred to in sub-regulation (1) shall be without prejudice to the minimum conditions

laid down in any applicable laws, regulations and administrative or statutory provisions.

Pay transparency prior to and during employment. *Added by: L.N. 112 of 2025.*

5A. (1) Applicants for employment shall have the right to receive from the prospective employer information about:

(a) the initial pay, or its range, to be attributed to the position concerned; and

(b) where applicable, the relevant pay provisions of the collective agreement as applied by the employer in relation to the position:

Provided that such information shall be provided to the workers before the commencement of their employment.

(2) Workers shall have the right to request from the employer at any time during their employment their individual pay level and the pay levels for categories of workers performing the same work as them:

Provided that the employer shall provide such information upon written request by the worker within a reasonable period of time but in any event not exceeding two (2) months from the date on which the request is made.

Timing and means of information.

6. Where not previously provided in the contract of employment, the information referred to in paragraphs (a) to (e), (g), (k), (l) and (m) of regulation 5(1) shall be provided individually to the worker in the form of one (1) or more documents during a period starting on the first working day and ending no later than the seventh calendar day:

Provided that the information aforementioned and the contract of employment shall be provided during the period starting on the first working day and ending no later than the seventh calendar day:

Provided further that the other information referred to in regulation 5(1) shall be provided individually to the worker in the form of a document within one (1) month of the first working day.

Employees required to work outside Malta.

7. (1) In the case of a worker required to work in a country other than Malta for a period exceeding four (4) consecutive weeks, the documents referred to in regulation 6 shall be provided by the employer to the worker, and be in the worker's possession, before his departure from Malta and shall include at least the following additional information:

(a) the country or countries in which the work abroad is to be performed and its anticipated duration;

(b) the currency to be used for the payment of remuneration;

(c) where applicable, the benefits in cash or in kind relating to work assignments abroad; and

(d) information as to whether repatriation is provided for, and if so, the conditions governing the worker's repatriation.

(2) The information referred to in paragraph (b) of sub-regulation (1) may, where appropriate, be given in the form of a reference to a specific provisions of laws, regulations and administrative or statutory acts or collective agreements governing that information.

Copy of contracts of employment or of declarations.

8. A copy of any written contract of employment or statement or letter of engagement shall be kept by the employer.

Records to be kept by employer.

9. (1) Every employer shall keep a register or registers indicating, in respect of each worker:

(a) the name, address, gender, a legally valid identification document number and date of birth of the worker;

(b) the occupation of the worker;

(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 worker is employed;

(f) the time, paid for overtime or higher rates, during which the worker is employed;

(g) the periods of daily and weekly rest accorded to the worker;

(h) the periods of leave accorded to the worker;

(i) the total wages paid to the worker each week; and

(j) any change or update in the conditions of the worker's occupational status.

(2) In the case of workers who are outworkers, or whose wages consist of a share in the profits or of a commission on sales or

payments made or received by the employer, employers or the persons giving out work to the outworker, as the case may be, shall keep a register or registers showing:

(a) the name, address, gender, a legally valid identification document number and date of birth;

(b) the date of commencement of the agreement;

(c) the nature of the work;

(d) the rate of wages;

(e) the total amount of wages paid to the worker;

(f) the place or places where the worker ordinarily works if such place is not under the control and management of the employer; and

(g) the hours of work and daily and weekly rest awarded to the workers in so far as the employer is by law required to observe any such conditions of employment.

(3) It shall be the duty of the employer to furnish the Director with any information which the Director may request in connection with the conditions of employment of the workers including but not limited to:

(a) the name, gender, a legally valid identification document number and address;

(b) the occupation;

(c) the date of birth;

(d) the wages paid;

(e) the hours of work;

(f) the date of engagement;

(g) a copy of the registers or part thereof, kept in accordance with the provisions of these regulations; and

(h) any other information which the Director may request in connection with the conditions of employment of the workers.

Modification of the employment relationship.

10. No condition of employment can be modified or amended after the commencement of employment, unless such modification or amendment is a result of a change in laws, regulations or a collective agreement regulating the place of work or, without

prejudice to the generality of the foregoing, a result of the application of the proviso to article 42 of the Act.

Complementary measures for on-demand contracts.

11. (1) Zero-hour contracts shall be prohibited save for each of the following exemptions:

(a) where the nature of the activity concerned requires the availability of replacement workers on short notice; and as long as the zero-hour contract is not the whole-time employment of the worker;

(b) where the worker is a full-time student, subject to any applicable laws, regulations and administrative or statutory provisions. In any such case, where a person is a full-time student, and is at the same time a whole-time worker, the status of a whole-time worker shall prevail.

(2) The burden of proving the subsistence of any of the material facts mentioned in this regulation shall lie with the employer.

Parallel employment.

12. (1) An employer may not prohibit a worker from taking up employment with other employers, outside the work schedule established with that employer, nor subject a worker to adverse treatment for doing so.

(2) Notwithstanding the provisions of sub-regulation (1), an employer may prohibit a worker from taking up employment with other employers on the basis of objective grounds, such as health and safety, the protection of business confidentiality, the integrity of the public service or the avoidance of conflicts of interest.

Minimum predictability of work.

13. (1) Where a worker's work pattern is entirely or mostly unpredictable the worker shall not be required to work by the employer unless both of the following conditions are fulfilled:

(a) the work takes place within predetermined reference hours and days as referred to in regulation 5(1)(n)(ii); and

(b) the worker is informed by his employer of a work assignment within a reasonable notice period as referred to in regulation 5(1)(n)(iii):

Provided that a reasonable notice period shall be not less than:

(i) thirty (30) days for a work assignment having a duration of six (6) weeks or more;

(ii) fifteen (15) days for a work assignment having a duration of more than two (2) weeks and up to

five (5) weeks;

(iii) seven (7) days for a work assignment having a duration of more than one (1) week and up to two (2) weeks;

(iv) three (3) days for an assignment having a duration of between five (5) and seven (7) days; and

(v) one (1) day for an assignment having a duration of less than five (5) days.

(2) Where one or both of the requirements laid down in sub-regulation (1) is not fulfilled, a worker shall have the right to refuse a work assignment without adverse consequences.

Transition to another form of employment.

14. (1) A worker with at least six (6) months service with the same employer, who has completed his probationary period, if any, may request his employer a form of employment with more predictable and secure working conditions where available and receive a reasoned written reply.

(2) The employer shall provide the reasoned written reply referred to in sub-regulation (1) within one (1) month of the request:

Provided that with respect to natural persons acting as employers and micro, small, or medium enterprises, the deadline for the provision of the reasoned written reply shall be no more than three (3) months of the request and an oral reply may be provided to a subsequent similar request submitted by the same worker if the justification for the reply as regards the situation of the worker remains unchanged.

Mandatory training.

15. Where an employer is required by European Union law, national law or by collective agreements to provide training to a worker to carry out the work for which he is employed, such training shall be provided to the worker free of cost, shall count as working time, and where possible, shall take place during working hours.

Early settlement mechanism.

16. (1) Where a worker has not received in due time all or part of the relevant information according to regulations 5 or 7, the worker shall have the possibility to submit a complaint to the Director who shall investigate the matter and order the employer to provide the worker with the missing information.

(2) In any such case the employer in breach of the worker's right referred to in sub-regulation (1) shall be liable to a fine (*multa*) as stipulated in regulation 19.

Right to redress and protection against adverse treatment or consequences.

17. (1) Each worker, including those whose employment relationship has ended, shall have a right to dispute resolution and a right to redress in the case of infringements of their rights arising from these regulations by lodging a complaint to the competent authorities.

(2) It shall be unlawful to victimise, to subject any worker, or any workers' representative to any adverse treatment or for any worker, or any workers' representative to suffer any adverse consequences resulting from a complaint lodged with the employer or resulting from any proceedings initiated with the aim of enforcing compliance with the rights provided for in these regulations.

Protection from dismissal and burden of proof.

18. (1) A worker who is dismissed shall be regarded for the purposes of these regulations as having been unfairly dismissed if the reason for the dismissal of the worker is that the worker refused or proposed to refuse to comply with a requirement which the employer imposed or proposed to impose, in contravention of these regulations, or refused or proposed to refuse to forgo a right conferred on him or her by these regulations, or in any other manner, exercised his rights provided for in these regulations.

(2) Workers who consider that they have been dismissed, or have been subject to measures with equivalent effect, on the grounds that they have exercised the rights provided for in these regulations, may request the employer to provide duly substantiated grounds for the dismissal or the equivalent measures. The employer shall provide those grounds in writing.

(3) When a worker establishes before the Tribunal facts from which it may be presumed that there has been such a dismissal or an equivalent measure, it shall be for the employer to prove that the dismissal was based on grounds other than those referred to in sub-regulation (1).

(4) In cases referred to in sub-regulations (1) and (2), a worker may present a complaint to the Tribunal set up in terms of Part III of Title II of the Act.

Offences.

19. Any person contravening any provision of these regulations shall be guilty of an offence and shall, on conviction, be liable to a fine (multa) of not less than four hundred and fifty euro (€450).

More favourable provisions.

20. (1) These regulations shall be applicable without prejudice to the introduction and implementation of provisions in collective agreements or any other agreement entered into between employers and workers which are more favourable to the protection of workers.

(2) These regulations are without prejudice to any other rights conferred on workers by other legal acts of the European Union.

Repeal and saving. S.L.452.83.

21. (1) The Information to Employees Regulations are hereby repealed.

(2) The revocation of the regulations referred to in sub-regulation (1) shall be without prejudice to the validity of anything done or omitted to be done thereunder.

(3) These regulations supersede any less favourable relevant provisions in any regulations, orders or other subsidiary legislation made under or kept in force under the Act and in case of any inconsistency between such legislation and these regulations, these regulations shall prevail.