



Employee
Rights, LLC



Employee Rights and Regulations



Your Employment Rights

Kuntratt ta' servizz

Il-prinċipal għandu obbligu li jagħti lill-impjegat il-kundizzjonijiet tax-xogħol bil-miktub?

Fil-prinċipju, il-kundizzjonijiet tax-xogħol iridu jkunu maqbula bil-miktub. Jekk ma jkunux maqbula bilmiktub u l-perjodu ta' impjieg jaqbeż xahar u jaqbeż tmien sigħat ta' xogħol fil-gimgha, il-prinċipal hu wa marbut li jagħti dikjarazzjoni bil-miktub lill-impjegat li turi l-kundizzjonijiet tax-xogħol tal-istess impjegat fi żmien tmint ijiem ta' xogħol mill-bidu tal-impjieg. Hija prassi tajba li l-impjegat jingħata deskrizzjoni talimpjieg tiegħu.

X'differenzi hemm bejn kuntratt ta' servizz definit (għal żmien fiss) u kuntratt indefinit?

Kif jindika l-isem, kuntratt ta' servizz indefinit ifisser li l-impjegat huwa impjegat għal perjodu indefinit (mingħajr limitu). Mill-banda l-oħra, kuntratt għal żmien fiss huwa kuntratt fejn iż-żewġ partijiet normalment jaqblu fuq it-tul tiegħu u b'hekk jinkludi d-data taliskadenza. Normalment, kuntratt għal żmien fiss jista' jiġi mgedded suċċessivament sa perjodu massimu ta' erba' snin li meta jgħaddu l-ħaddiem għandu jiġi kkunsidrat bħala impjegat b'kuntratt għal żmien indefinit.

1

Contract of service

Should the employer give an employee the conditions of work in writing?

In principle, conditions of work should be agreed in writing in a contract of employment. If they are not agreed in writing and the period of employment exceeds one month and exceeds eight hours of work a week, the employer is bound to give a written statement to the employee showing his/her conditions of work, within 8 working days from the commencement of employment. It is also a good practice if the employee is given a job description.

2

What is the difference between a definite (fixed-term) and an indefinite contract of service?

As its name implies an indefinite contract of service means that the employee is engaged in an employment for an indefinite period (without a limit). On the other hand a fixed term contract is a contract wherein both parties usually agree on its duration and thus incorporates an expiry date. Excluding exceptions for justified reasons, a fixed-term contract can be successively renewed up to a maximum period of four years after which the employee shall be considered to be under a contract of indefinite duration.

Žmien ta' prova

Kemm hu twil il-perjodu ta' probation?

L-e wwel sitt xhur tal-i mpjieg huma meqjusa bħala żmien ta' prova (probation). Jista' wkoll jiġi miftiehem għal żm ien iqsar. Fil-każ ta' ku ntratt ta' s ervizz jew ftehim kollettiv fejn il-kariga hija waħda teknika , eżekuttiva, amministrattiva jew manigerjali b'paga mhux inqas mid-doppju tal-paga minima stabbilita dik is-s ena, il-pro batio n tkun ta' sena sakemm ma jiġix miftiehem żmien iqsar.

Jista' l-impjieg jiġi tterminat waqt il-perjodu ta' probation?

Waqt il-perjodu ta' probation kull parti tista' tittermina l-impjieg mingħajr ma tagħti ebda raġuni, sake mm jingħata avviż ta' ġimgħa jekk l-impjieg ikun ilu aktar minn xahar. Madankollu, fil-każ ta' terminazzjoni talimpjieg ta' impjegata tqila waqt il-perjodu ta' probation, il-prinċipal hu obbligat li jagħtiha r-raġunijiet bil-miktub biex jiġġustifika li t-tkeċċija ma tkun x relatata ma lkundizzjoni tal-impjegata.

3

Probation

How long is the probationary period?

The first six months of employment constitute probation. The parties can however agree to a shorter term. In the case of a contract of service, or a collective agreement, in respect of employees holding technical, executive, administrative or managerial posts and whose wages are at least double the minimum wage established in that year, such probation period is of one year unless otherwise agreed (for a shorter period).

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Can the employment be terminated during the probationary period?

During probation either party may terminate the employment without assigning any reason, provided that one week notice is given if the employment has exceeded one month. However, in the case of terminating the employment of a pregnant employee during probation, the employer is obliged to give her the reasons in writing to justify that the dismissal is unrelated to the employee's condition.

Pagi

Kemm hi l-paga minima tas-sena kurrenti?

Għas-sena 2016, il-paga minima nazzjonali relatata ma' ġimgħa ta' xogħol normali hi:

Et. ta' 18-il sena u aktar	€168.01
Et. ta' 17-il sena	€161.23
Et. ta' 16-il sena	€158.39

Jeżistu pagi minimi oħra li huma applikabbli għal xogħlijiet differenti f'setturi industrijali speċifiċi. Kull impjegat huwa intitolat għal bonus statutorju u l-weekly allowance.

Kull impjegat huwa intitolat għaż-żieda marbuta mal-għoli tal-ħajja?

Iva, iż-żieda marbuta mal-għoli tal-ħajja hija obbligatorja. Impjegat full-time huwa intitolat għaż-żieda sħiħa, filwaqt li impjegat part-time huwa intitolat għal parti miż-żieda marbuta mal-għoli tal-ħajja bħala proporzjon mal-ammont ta' sigħat maħduma.

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Wages

What is the minimum wage for the current year?

For 2016, the national minimum wage related to a normal working week is:

Age 18 years and over	€168.01
Age 17 years	€161.23
Age 16 years	€158.39

There are other different minimum wages that are applicable to different jobs within specific industrial sectors. Every employee is entitled to statutory bonuses and weekly allowances.

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Is every worker entitled to the cost of living increase?

Yes, the cost of living increase is obligatory. A full-time employee is entitled to the full increase, while a parttime employee is entitled to part of the cost of living increase in proportion to the hours worked.

Pagi

Meta għandhom jithallsu l-pagi?

Il-pagi għandhom jithallsu f'intervalli regolari li ma jeċċedux l-erba' ġimgħat b'lura. Perjodi differenti jistgħu jiġu miftehma fi ftehim kollettiv. Jekk il-prinċipal jonqos milli jhallas il-pagi tal-impjegat, jista' jitressaq ilment lid-Dipartiment tar-Relazzjonijiet Industrijali u tal-Impjieg.

Jista' l-prinċipal joffri lill-impjegat paga li tkun ogħla mill-paga minima provduta bil-liġi biex tikkumpensa għas-sigħat maħduma b'sahra?

Kuntratt tal-impjieg jista', minbarra li jispeċifika l-paga minima, jinkludi wkoll klawżola biex isir tħlas ta' allowance fir-rigward tan-numru ta' sigħat maħduma li jkunu minbarra dawk li jinħadmu f'ġimgħa tax-xogħol normali. Din is-sahra tista' teċċedi 8 sigħat f'ġimgħa partikolari sakemm bħala medja ma jinqabiżx ilmassimu ta' 48 siegħa xogħol.



Wages

When should wages be paid?

Wages should be paid at regular intervals not exceeding 4 weeks in arrears. Different periods of pay can be agreed in a collective agreement. If the employer fails to pay the employee wages due, a complaint can be lodged at the Department of Industrial and Employment Relations.

Can an employer offer the employee a wage that is higher than the minimum wage provided by law to compensate for overtime hours worked?



A contract of employment may, apart from specifying the basic wage, also contain a clause for an allowance to be paid in respect of a number of hours worked in excess of the normal working week. Such overtime may exceed 8 hours in a particular week provided that on average, the 48 hour maximum is not exceeded.

Pagi

Jista' impjegat jirrifjuta li jaħdem sahra?

Il-prinċipal jista' jobbliga impjegat li jaħdem sahra meta (1) in-numru totali ta' sigħat maħduma ma jaqbzux ilmedja ta' 48 siegħa fil-gimgha, u meta (2) impjegat ikun ta l-kunsens tiegħu bil-miktub biex jaħdem aktar minn din il-medja. Dan il-kunsens jista' jiġi rtirat millimpjegat sakemm jingħata avviż bil-miktub ta' mill-inqas sebat ijiem jew ta' perjodu itwal li ma jaqbizx it-tliet xhur li jista' jiġi maqbul bejn il-partijiet.

F'każijiet ta' twelid jew adozzjoni ta' trabi, x'obbligi jeżistu fir-rigward ta' sahra?

L-impjegati mhumix obbligati li jaħdmu sahra:

- 1) Matul it-tqala.
- 2) Għal perjodu ta' tnax-il xahar jew mittwelid tal-wild tiegħu/tagħha jew mid-data effettiva tal-adozzjoni tat-tifel jew tifla.

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Wages

Is overtime work obligatory?

The employer can oblige an employee to work overtime (1) when the total hours of work do not exceed an average of 48 hours a week, and (2) when an employee has consented in writing to work over such an average. Such consent can be withdrawn by the employee provided that a written notice of at least 7 days or such longer period not exceeding 3 months as may be agreed between the parties, is given to the employer.

What obligations concerning overtime arise in cases of birth and adoption of a child?

Employees are not obliged to work overtime:

- 1) During pregnancy.
- 2) For a period of 12 months from either the birth of his or her child or from the effective date of the adoption of a child.

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Pagi

Jista' prinċipal jagħmel tnaqqis mill-paga ta' impjegat (minbarra xi taxxa jew kontribuzzjonijiet tas-sigurt. soċjali)?

Prinċipal ma jistax jagħmel tnaqqis mill-paga ta' impjegat minbarra f'ċirkostanzi permessi mil-liġi jew b'ordni ta' Qorti kompetenti.

Jista' prinċipal jimponi multi li jistgħu jiġu mnaqqsa mill-pagi tal-impjegat?

Sakemm mhux miftiehem fi ftehim kollettiv jew speċifikat f'kuntratt ta' xogħol jew f'dikjarazzjoni bilmiktub u awtorizzat mid-Direttur tar-Relazzjonijiet Industrijali u tal-Impjieg, il-prinċipal ma jistax jimponi multi fuq l-impjegati.

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Wages

Can an employer make deductions from an employee's wage (other than any tax or social security contributions)?

An employer is not allowed to make deductions from the employee's wage except where permitted by law or by an order of a competent court.

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Can the employer impose any fines that may be deducted from an employee's wages?

Yes, if it is agreed in a collective agreement or specified in a contract of employment or written statement and authorised by the Director of Industrial and Employment Relations, the employer can impose fines on his/her employees. Fines also include suspension without pay or with reduced pay.

Pagi

X'inhi r-rata ta' ħlas pagabbli f'siegħa għal impjegati ta' kuntratturi privati waqt li jkunu qed jipprovdu servizzi lil Entitajiet Pubbliċi u Dipartimenti tal-Gvern?

Ir-rata f'siegħa applikabbli li hija pagabbli għal dawn limpjegati
hija fil-prinċipju, ir-rata f'siegħa pagabbli lil impjegati tal-Gvern li jwettqu dmirijiet simili.

Għall-2016, ir-rati fis-siegħa applikabbli huma għaldaqstant dawn li ġejjin għall-kategoriji indikati:

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Kategorija	Kategorija Rata fis-siegħa (Rata Bażika)
Cleaners (Uffiċċji)	€4.64
Cleaners (Sptarijiet u Djar għall-Anzjani)	€5.27
Care Workers	€5.61
Ħaddiema	€5.98
Klerikali/Security	

Wages

What is the hourly rate payable to employees of private contractors while providing services to Public Entities and Government Departments?

The applicable hourly rate payable to such employees is, in principle, the hourly rate payable to Government employees performing similar duties.

For 2016, the hourly rates applicable are thus the following for the categories indicated:

Category	Hourly Rate (Basic Rate)
Cleaners (Offices)	€4.64
Cleaners (Hospitals & Homes for the Elderly)	€5.27
Care Workers	€5.61
Clerical/Security	€5.98

Pagi

X'inhuma l-kundizzjonijiet, minbarra r-rati ta' ħlas f'siegħa pagabbli li l-prinċipal għandu jirrispetta firrigward ta' impjegati ta' kuntratturi privati waqt li jkunu qed jipprovdu servizzi lil Entitajiet Pubbliċi u Dipartimenti tal-Gvern?

Dawn il-kundizzjonijiet jinkludu:

- a) L-impjegat jingħata kuntratt tal-impjieg bilmiktub,
- b) Tingħata payslip dettaljata lill-impjegat,
- c) Il-pagi jiġu depożitati bi ħlas dirett fil-kont bankarju tal-impjegat,
- d) Ma jsir l-ebda subcontracting lil kuntratturi li jimpjegaw l-istess impjegati tal-kuntrattur prinċipali.

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Wages

What conditions, other than the hourly rates payable, should be observed by the employer in respect of employees of private contractors while providing services to Public Entities and Government Departments?

Such conditions include:

- a) The employee is given a written contract of employment,
- b) A detailed payslip is issued to the employee,
- c) Wages shall be deposited by direct payment in the employee's bank account,
- d) No subcontracting shall take place to contractors employing the same employees of the principal contractor.

Sigħat tax-xogħol

X'inhuma s-sigħat normali tax-xogħol fil-gimgha?

Is-sigħat normali ta' xogħol f'impjieg full-time ivarjaw skont is-settur rilevanti tal-industrija. Dawn huma stabbiliti fl-Ordni jiet li jirregolaw il-Pagi li jirregolaw dawn is-setturi skont l-attivit. tax-xogħol. Is-sigħat normali ta' xogħol ta' impjegat part-time għandhom ikunu anqas minn dawk maħduma minn impjegat komparabbli fuq bażi full-time, ikkalkulati fuq bażi ta' gimghat jew fuq perjodu ta' impjieg ta' mhux aktar minn sena.

Min jista' jaħdem fuq bażi ta' sigħat imnaqqsa (reduced hours)?

Impjieg full-time b'sigħat imnaqqsa huwa impjieg li l-kontribuzzjonijiet tas-sigurt. soċjali tiegħu huma pagabbli. Dan l-arrangament ta' sigħat imnaqqsa jista' jsir meta impjegat jiftiehem mal-prinċipal tiegħu biex jaħdem sigħat anqas minn dawk maħduma minn impjegat full-time komparabbli. F'dawn il-każijiet, il-paga u entitlements oħra jridu jingħataw fuq bażi pro-rata.

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Hours of work

What are the normal weekly hours of work?

The normal hours of work for full-time employment vary according to the relevant sector of industry. These are established in Wage Regulation Orders that regulate such sectors according to their activity of work. The normal hours of work of a part-time employee should be less than those worked by a comparable full-time employee, calculated on a weekly basis or on an average over a period of employment of up to one year.

Who can work on the basis of reduced hours?

Full-time employment with reduced hours is employment in respect of which social security contributions are payable and when the employee agrees with his/her employer to work less hours than those worked by a comparable full-timer. In such cases, the wage and other entitlements shall be granted on a pro-rata basis.

Sigħat tax-xogħol

Kull min jaħdem fuq bażi part-time huwa eliġibbli għall-benefiċċji pro-rata?

Fi kwalunkwe impjieg part-time, kemm bħala impjieg primarju kif ukoll sekondarju, impjegat part-time huwa intitolat għall-benefiċċji kollha li jgawdi minnhom impjegat full-time komparabbli, fuq bażi pro-rata.

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Hours of work

Are all part-timers entitled to pro-rata entitlements?

In any part-time employment, whether as a principal or secondary employment, a part-time employee is entitled to all entitlements enjoyed by the comparable full-time employee, on a pro rata basis.



Perjodi ta' mistrieħ

Impjegat huwa intitolat għal waqfa ta' mistrieħ matul il-ġurnata?

Fejn il-ġurnata tax-xogħol hija itwal minn sitt sigħat, l'impjegat hu intitolat għal mhux anqas minn 15-il minuta mistrieħ sakemm m'hemmx provdut perjodu ta' mistrieħ itwal b'regolament jew ftehim. Dan il-perjodu ta' mistrieħ mhuwiex meqjus bħala ħin tax-xogħol.

Kemm hu l-perjodu ta' mistrieħ li jrid jingħata bejn ġurnata ta' xogħol u oħra?

Kull impjegat hu intitolat għal perjodu ta' mistrieħ ta' kuljum ta' minimu ta' ħdax-il siegħa konsekuttiva.

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Rest periods

Is an employee entitled to rest breaks during the day?

Where the working day is longer than six hours, an employee is entitled to not less than fifteen minutes of rest, unless a longer period of rest is provided by any other regulation or agreement. Such rest break is not considered as working time.

How much rest time should be given from one working day to another?

Every worker is entitled to a minimum daily rest period of 11 consecutive hours.

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Perjodi ta' mistrieħ

L-impjegat huwa intitolat għal ġurnata ta' mistrieħ fil-ġimgħa?

Minbarra l-11-il siegħa mistrieħ ta' kuljum, kull impjegat huwa intitolat għal perjodu ta' mistrieħ mhux interrot fil-ġimgħa ta':

- a) 24 siegħa mhux interrotti f'perjodu ta' sebat ijiem, jew
- b) Perjodu wieħed ta' 48 siegħa konsekuttiva f'perjodu ta' 14-il ġurnata.
- c) Żewġ perjodi ta' 24 siegħa konsekuttiva kull wieħed f'perjodu ta' 14-il ġurnata.

Madankollu, f'ċerti ċirkostanzi speċifikati fil-liġi, jista' jkun hemm il-possibiltà. li haddiem ma jagħmilx użu mill-perjodu kollu ta' mistrieħ sakemm jingħataw perjodi ta' mistrieħ kumpensatorji ekwivalenti lillhaddiem ikkonċernat f'ċertu każijiet immedjatement wara l-perjodi korrispondenti li jkunu nħadmu.

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Rest periods

Is an employee entitled to a weekly day of rest?

In addition to the 11 hour daily rest, every worker is entitled to an uninterrupted weekly rest period of:

- a) 24 consecutive hours within a seven day period, or
- b) One period of 48 consecutive hours within a 14 day period, or
- c) Two periods of 24 consecutive hours each within a 14 day period.

However, in certain circumstances specified by the law, there may be the possibility for a worker not to take the full rest period, provided that equivalent compensatory rest periods are given to the worker concerned at times immediately following the corresponding periods worked.

Leave

Kemm hu l-ammont ta' vacation leave li impjegat hu intitolat għalih?

Impjegat li jaħdem 40 siegħa fil-ġimgħa hu intitolat għal 192 siegħa ta' leave annwali bi ħlas. Jekk il-medja ta' sigħat normali ta' xogħol (eskluż is-sahra) ikkalkulata fuq perjodu ta' sbatax-il ġimgħa tkun anqas jew taqbeż l-40 siegħa fil-ġimgħa, il-vacation leave f'sigħat għandu jiġi hekk aġġustat. Bi qbil mal-prinċipal, il-leave jista' jittieħed f'sigħat. F'nuqqas ta' qbil bejn l-impjegat u l-prinċipal, il-leave għandu jittieħed fi ġranet sħaħ.

Jistgħu l-impjegati jagħzlu li jieħdu l-leave meta jridu?

Għalkemm huwa d-dritt tal-impjegat li jagħzel meta japplika għal-leave, l-applikazzjoni għal-leave għandha tiġi approvata mill-prinċipal qabel mal-impjegat ikun jista' joħroġ bil-leave. Il-prinċipal jista' jew japprova jew jirrifjuta l-applikazzjoni għal-leave filwaqt li jqis lesiġenzi tax-xogħol.

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Leave

How much vacation leave is an employee entitled to?

An employee working an average of 40 hours per week is entitled to 192 hours of paid annual leave. If such average normal hours (excluding overtime) is below or exceeds 40 hours per week, the vacation leave entitlement in hours should be adjusted accordingly. By mutual agreement with the employer, leave can be taken in hours. Otherwise, if there is no agreement between the employer and the employee, leave has to be availed of as a whole day.

Can employees choose to take leave whenever they want to?

Though it is the employee's right to choose when to apply for leave, the application for leave has to be approved by the employer before an employee can proceed with leave. The employer may approve or refuse an application for leave, taking into consideration the exigencies of work.

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Leave

Huwa possibbli li impjegat jiġi mħallas għal-leave annwali minflok ma jittieħed?

Il-liġi tispe ċifika l i perj odu minimu ekwivalenti għal erba' ġimgħat (160 si egħa) ma jistax jiġi sostitwit b'kompens, minbarra meta l-impjieg tal-impjegat jiġi terminat.

Jista' l-vacation leave jiġi mgħoddi għas-sena ta' wara?

L-impjegat għandu jipprova jutili zza l-vacation leave tiegħu matul dik is-sena kalendarja li fiha jkun dovut. Jekk ma jkunx applika għalih, l-impjegat ma jkunx jista' jitleb il-ħlas tiegħu. Huwa possibbli biss li jingħadda sa 50% mil-leave annwali għas-sena ta' wara jekk ikun hemm ftehim mal-prinċipal.

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Leave

Is it possible for an employee to get paid for the annual leave instead of availing the entitlement?

A minimum period equivalent to four weeks (160 hours) cannot be replaced by any allowance, except when the worker's employment is terminated.

Can vacation leave be carried forward to the following year?

The employee should seek to utilise his/her vacation leave entitlement during the same calendar year when it is due. If not applied for, the employee cannot claim payment. It is only possible to carry forward up to 50% of the annual leave entitlement to the following year if there is an agreement with the employer.

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Leave

X'arrangamenti hemm biex impjegat jieħu leave uġenti għal raġunijiet privati u personali?

Il-prinċipal huwa obbligat li jagħti lil kull impjegat minimu totali ta' ħmistax-il siegħa bi ħlas bħala timeoff għal raġunijiet familjari uġenti. Dawn is-siegħat għandhom jitnaqqsu mil-leave annwali tal-impjegat. Il-leave uġenti għandu jkun relatat ma' każijiet ta' mard jew aċċidenti tal-membri tal-familja immedjata tal-impjegat.

Kemm hu l-ammont ta' sick leave ta' impjegat?

L-ammont ta' sick leave ivarja skont is-settur rilevanti tal-industrija. L-ammont applikabbli ta' intitolament ta' sick leave huwa pprovdut fl-Ordni li Tirregola l-Pagi applikabbli għas-settur tal-industrija speċifiku jew f'settur li mhux kopert b'Ordni li Tirregola l-Pagi, impjegat huwa intitolat għal ġimgħatejn sick leave fissa (ikkalkulati f'siegħat).

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Leave

What arrangements are there for an employee to take urgent leave for private and personal reasons?

The employee is entitled to a total of fifteen hours with pay per year as time off for urgent family reasons. These hours are to be deducted from the annual leave entitlement of the employee. Such urgent leave has to be related to cases of sickness or accident to members of the immediate family of the employee.

How much is the amount of sick leave entitlement?

The amount of sick leave varies according to the relevant sector of industry. The applicable amount of sick leave entitlement is provided in the relevant WRO that regulates the specific sector of industry; or where the sector is not covered by a WRO, an employee is entitled to two working weeks of sick leave annually (calculated in hours).

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Leave

Impjegat jiġi mħallas jekk ikorri waqt il-ħidma tiegħu?

Iva, l-impjegati huma intitolati għall-perjodu massimu ta' sena leave għal korriment industrijali (injury leave) b'paga sħiħa, wara li jitnaqqas l-ammont sħiħ ta' benefiċċju għal korriment industrijali li l-impjegat jista' jkun intitolat għalih skont l-Att dwar is-Sigurt. Soċjali, jekk ikun korra waqt il-qadi ta' dmirijietu u mhux minħabba negligenza kontributorja tiegħu stess jew minħabba nuqqas ta' ħarsien ta' regolamenti ta' sigurt. pprovduti mill-prinċipal.

Waqt li impjegat ikun b'leave għal korriment industrijali, il-benefiċċji ta' leave annwali u l-bonuses jibqgħu jakkumulaw favur l-impjegat?

Iva, il-leave annwali u l-bonuses jibqgħu jakkumulaw favur l-impjegat għaladarba jibqa' jirċievi l-paga.

Leave

Does an employee get paid if injured while on duty?

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Yes, employees are entitled to a maximum period of one year injury leave on full pay, less the full amount of any injury benefit to which such employee may be entitled in terms of the Social Security Act, if s/he is injured during the actual discharge of his/her duties and not due to contributory negligence on her/his part or to any contravention of safety rules laid down by the employer.

While being on Injury Leave, does the accrual of annual leave and bonuses continue?

28

Yes, vacation leave and bonuses continue to accrue.

Leave

Kemm hu l-ammont ta' leave tal-maternit. li impjegata hi intitolata għalih u kif għandu jiġi amministrat?

Impjegata tqila tista' tirrikorri għal leave tal-maternit. għal perjodu mhux interrott ta' 18-il ġimgħa:

- L-ewwel 14-il ġimgħa bil-paga kollha mħallsa mill-prinċipal.
- L-4 ġimgħat l-oħra huma fakultattivi u ma jithallsux mill-prinċipal. Madankollu jekk impjegata tagħżel li tirrikorri għal dawn l-4 ġimgħat leave tal-maternit. li huma fakultattivi, jew parti minnhom, hija tista' tapplika għall-Benefiċċju tal-Leave tal- Maternit. skont l-Att dwar is-Sigurt. Soċjali li tista' tkun intitolata għalih.

Fit-tmiem tal-leave tal-maternit., l-impjegata għandha dritt li terġa' tidhol fil-pożizzjoni li kellha qabel ma beda l-leave tal-maternit. u jekk dan ma jkunx possibbli, f'pożizzjoni relatata.

29

Leave

What is the amount of maternity leave that an employee is entitled to?

A pregnant employee can resort to maternity leave for an uninterrupted period of eighteen (18) weeks:

- First fourteen (14) weeks with full wages paid by the employer.
- Remaining four (4) weeks are optional and unpaid by the employer. However, if the employee chooses to avail herself of the four weeks optional maternity leave, or part thereof, the employee can apply for the Maternity Leave Benefit in terms of the Social Security Act to which the employee may be entitled.

On termination of maternity leave, the employee has the right to resume work in the post formerly occupied on the commencement of the maternity leave and if such post is no longer available, to a related post.

Leave

Impjegata tqila għandha dritt tiegħu time-off biex tattendi testijiet antenatal?

Impjegata hija intitolata għal time-off mingħajr ma titlef paga jew xi benefiċċji oħra, biex tattendi testijiet antenatal, jekk dawn it-testijiet mediċi jridu jsiru waqt il-ħin tax-xogħol.

30

Impjegata li tkun tqila, qed tredda' jew li tkun għadha kif welldet għandha tiġi esposta għal perikli fil-post tax-xogħol tagħha?

Jekk ikun hemm riskji fil-post tax-xogħol li jistgħu jipperikolaw is-saħħa u s-sigurt. tal-impjegata u/jew tat-tqala, din l-impjegata tkun intitolata għal leave talmaternit. speċjali sakemm jibqa' jeżisti dan ir-riskju.

31

Leave

Is a pregnant worker entitled to take time off to attend antenatal examinations?

An employee is entitled to time off without loss of pay or any other benefit, in order to attend antenatal examinations, if such examinations have to take place during her hours of work.

Should an employee who is pregnant, breastfeeding or has recently given birth be exposed to hazards at the place of work?

If there are risks at work that could jeopardise the employee's health and safety and/or the pregnancy, such employee is entitled to special maternity leave as long as the risk exists.

Leave

X'inhuma l-konsegwenzi jekk impjegata tirriżenja mix-xogħol eżatt wara t-tmiem tal-leave talmaternit. tagħha?

Meta impjegata tirriżenja mill-impjieg mingħajr kawża gusta u suffiċjenti fi żmien sitt xhur mid-data meta hi tidhol lura għax-xogħol wara li tkun ħadet il-leave talmaternit., hija obbligata li tħallas lill-prinċipal somma ekwivalenti għall-pagi li tkun irċeviet matul il-leave talmaternit..

X'inhuma d-drittijiet tal-impjegat li għandu bżonn perjodu ta' ħin liberu mill-impjieg biex ikun jista' jieħu ħsieb l-ulied?

Kemm l-impjegati rġiel kif ukoll nisa li jkunu ilhom talinqas 12-il xahar f'impjieg kontinwu mal-prinċipal tagħhom għandhom dritt individwali li jieħdu parental leave bla ħlas għal twelid, adozzjoni jew kustodja legali ta' wild biex ikunu jistgħu jieħdu ħsieb dan il-wild għal perjodu ta' erba' xhur sakemm il-wild jagħlaq tmien snin.

32

Leave

What are the consequences if an employee resigns from work immediately after utilising her maternity leave?

Where a female employee resigns from employment without good and sufficient cause within six months from the date she resumes work after availing herself of maternity leave, she shall be liable, to pay the employer a sum equivalent to the wages she received during such maternity leave.

33

What are the rights of an employee if s/he needs to take a period of time-off from employment to be able to look after his/her children?

Both male and female workers who have been at least 12 months in continuous service with their employer have the individual right to be granted unpaid parental leave on the grounds of birth, adoption, fostering or legal custody of a child to enable them to take care of that child for a period of four months until the child has attained the age of eight years.

Leave

L-impjegat huwa intitolat għal xi leave ieħor speċjali?

L-impjegat huwa intitolat għal leave speċjali ieħor bħal marriage leave, birth leave, bereavement leave u jury service leave.

Kif għandha tiġi trattata festa pubblika jew nazzjonali li tiġi f'gurnata ta' mistrieħ?

Jekk festa pubblika jew nazzjonali tinzerta f'xi gurnata ta' mistrieħ bejn it-Tnejn u l-Ġimgħa, għandha tiġi magħduda mal-leave annwali tal-impjegat. Iżda jekk festa pubblika jew nazzjonali tinzerta f'Sibt jew Hadd li tkun gurnata ta' mistrieħ, ma tiżdied l-ebda gurnata addizzjonali mal-leave annwali tal-impjegat.

34

Leave

What other special leave is the employee entitled to?

An employee is entitled to other special leave such as marriage leave, birth leave, bereavement leave and leave for jury service.

What would the situation be whenever a public or a national holiday falls on a day of rest?

If a public or national holiday falls on any day of rest between Monday and Friday it is to be added to the annual leave entitlement of the employee. However, if a public or national holiday falls on Saturday or Sunday which happens to be a day of rest, no additional day is added to the annual leave entitlement of the employee.

35

Notice u tmiem tal-impjieg

Kemm hu twil il-perjodu tan-notice?

It-tul tan-notice jiddependi fuq it-tul tas-servizz kontinwu tal-impjegat fl-istess impjieg:

- Aktar minn xahar u sa sitt xhur – ġimgħa
- Aktar minn sitt xhur u sa sentejn – ġimgħatejn
- Aktar minn sentejn u sa erba' snin – erba' ġimgħat
- Aktar minn erba' snin u sa seba' snin – tmien ġimgħat
- Aktar minn seba' snin u sa tmien snin – disa' ġimgħat
- Aktar minn tmien snin u sa disa' snin – għaxar ġimgħat
- Aktar minn disa' snin u sa għaxar snin - hdax-il ġimgħa
- Aktar minn għaxar snin – tnax-il ġimgħa

36

Perjodi itwal jistgħu jiġu miftiehma bejn il-prinċipal u l-impjegat fil-każijiet ta' pożizzjonijiet tekniċi, amministrattivi, eżekuttivi jew manġerjali. Madankollu, jekk l-impjieg jiġi terminat waqt il-perjodu ta' prova, ikun jirrikjedi li jingħata perjodu ta' ġimgħa notice biss, sakemm l-impjegat ikun qabeż xagħar fit-tali impjieg.

Notice and termination

What is the duration of the notice period?

The duration of the notice period depends on the employee's continuous length of service in the same employment:

- More than one month and up to six months - one week
- More than six months and up to two years - two weeks
- More than two years and up to four years - four weeks
- More than four years and up to seven years - eight weeks
- More than seven years and up to eight years - nine weeks
- More than eight years and up to nine years - ten weeks
- More than nine years and up to ten years - eleven weeks
- More than ten years - twelve weeks

In the case of technical, administrative, executive or managerial posts, longer periods may be agreed by the employer and employee. However, if the employment is terminated during its probationary period, only one week notice applies, given that the employee has been in employment for more than one month.

Notice u tmien tal-impjeg

Meta jirċievi notice mingħand il-prinċipal, l-impjegat jista' jieqaf mix-xogħol?

Jekk l-impjegat jagħżel li jieqaf mix-xogħol meta jirċievi n-notice mingħand il-prinċipal, il-prinċipal hu obbligat iħallas lill-impjegat somma ugwali għal nofs il-pagi li kienu jkunu pagabbli fir-rigward tal-perjodu ta' notice li ma jkunx skada.

Jista' l-prinċipal itemm l-impjeg ta' impjegat minħabba sensja u ma jhallix lill-impjegat jaħdem innotice dovuta?

Jekk l-impjegat ma jingħatax l-opportunit. li jaħdem in-notice, il-prinċipal ikun obbligat li jħallas lill-impjegat somma ugwali għall-pagi sħaħ li kienu jkunu pagabbli fir-rigward tal-perjodu ta' notice li ma jkunx skada.

37

Notice and termination

On receiving notice from the employer, can the employee cease to perform work?

If the employee chooses to cease performing work on receiving notice from the employer, the employer is obliged to pay the employee a sum equal to half the wages that would be payable in respect of the unexpired period of notice.

38

Can the employer terminate an employment on grounds of redundancy and not allow the employee to work his/her due notice?

If the employee is not given the chance to work the notice, the employer would be obliged to pay the employee a sum equal to full wages that would be payable in respect of the unexpired period of notice.

Notice u tmiem tal-impjeg

Meta impjegat jagħti n-notice, jista’ jieqaf mixxogħol?

Jekk wara li jagħti n-notice, l-impjegat jieqaf mix-xogħol waqt il-perjodu tan-notice, ikun obbligat li jhallas lillprinċipal somma ugwali għal nofs il-pagi li kienu jkunu pagabbli fir-rigward tal-perjodu ta’ notice li ma jkunx skada.

39

Meta l-impjegat jagħti notice u l-prinċipal ma jhallihx jaħdem it-tali notice, l-impjegat għandu dritt għal kumpens?

Jekk l-impjegat jagħżel li jkompli jaħdem sakemm jiskadi l-perjodu tan-notice iżda l-prinċipal ma jhallihx jagħmel dan, il-prinċipal ikun obbligat iħallas lillimpjegat somma ugwali għall-pagi sħaħ li kienu jkunu pagabbli fir-rigward tal-perjodu ta’ notice li ma jkunx skada.

40

Notice and termination

When the employee gives notice, can s/he cease to perform work?

If after giving notice, the employee fails to work during the notice period, s/he will be obliged to pay his/her employer a sum equal to half the wages that would be payable in respect of the unexpired period of notice.

When the employee gives notice and the employer does not allow him/her to work the notice, is the employee entitled to any compensation?

If the employee chooses to continue performing work until the period of notice expires but the employer precludes him/her from so doing, the employer would be obliged to pay the employee a sum equal to the full wages that would be payable in respect of the unexpired period of notice.

Notice u tmiem tal-impjeg

X'jigri jekk impjegat jabbanduna l-impjeg minghajr ma jaghti notice?

41

Jekk impjegat jonqos li jaghti n-notice jkun obligat li jhallas lill-principal somma ugwali ghal nofs il-pagi li kienu jkunu dovuti fir-rigward tal-perjodu tan-notice mhux maħdum.

X'entitlements għandu impjegat mat-tmiem talimpjeg tiegħu?

42

Minghajr preġudizzju għal dak li jista' jkun dovut firrigward ta' notice, l-impjegat hu intitolat li jithallas, fuq bażi proporzjonata skont il-perjodu ta' impjeg, għallbenefiċċji kollha inklużi pagi, sahra, leave, bonuses eċċ dovuti fid-data tat-tmiem tal-impjeg.

Notice and termination

What happens if an employee abandons his/her employment without giving notice?

If the employee fails to give notice s/he shall be liable to pay to the employer a sum equal to half the wages that would be payable in respect of the period of notice that is not worked.

What is an employee entitled to on termination of employment?

Without prejudice to what may be due in respect of notice, the employee is entitled to be paid on a proportional basis according to the period of employment, for all outstanding wages, overtime, leave, bonuses etc, due to him/her as at the date of termination.

Notice u tmiem tal-impjieg

X’inhuma l-obbligi bil-liġi meta kuntratt għal żmien fiss jiġi mitmum qabel id-data tal-iskadenza tal-kuntratt?

Meta ma jkunx hemm raġuni ġustifikata biex jintemm impjieg definit, il-parti li tikser il-kuntratt hi obbligata li tħallas lill-parti l-oħra somma ugwali għal nofs il-pagi sħaħ li kienu jkunu mħallsa kieku l-kuntratt tal-impjieg baqa’ fis-seħħ.

41

Hemm sitwazzjoni fejn impjieg jista’ jiġi mitmum mingħajr ma tingħata notice?

Impjieg jista’ jiġi mitmum mingħajr notice meta t-tul tal-impjieg ma jaqbiżx xahar, u meta jkun hemm kawża ġusta u suffiċjenti (eż. azzjoni dixxiplinarja, raġunijiet ta’ saħħa eċċ.).

42

Jekk impjegat iħoss li l-impjieg tiegħu ġie mitmum ingustament, x’inhuma d-drittijiet tiegħu?

Impjegat li jallega tkeċċija ingusta jista’ jressaq ilment quddiem it-Tribunal Industrijali fi żmien erba’ xhur mid-data tat-tmiem tal-impjieg.

42

Notice and termination

What are the obligations at law when a fixed term contract is terminated before its due expiry date?

Where there is no justified reason to terminate an employment that is on definite basis, the party who breaches the contract is liable to pay the other party a sum equal to half the full wages that would have accrued had the contract of employment remained in force.

Are there situations when an employment can be terminated without giving notice?

An employment can be terminated without notice or obligation to compensate for notice when the length of service is not longer than one month, or when there is a good and sufficient cause (eg. disciplinary action, health reasons etc.)

If an employee feels that s/he was unjustly terminated from employment what are his/her rights?

An employee who alleges unfair dismissal can lodge a complaint to the Industrial Tribunal within four months from the termination of employment.

Reference:



Ministry of Social Dialog Consumers Affairs and Civil Liberties



ELECTRONIC INDUSTRY CITIZENSHIP COALITION

Version 5.1 (2016)

ELECTRONIC INDUSTRY CITIZENSHIP COALITION® CODE OF CONDUCT

The Electronic Industry Citizenship Coalition® (EICC®) Code of Conduct establishes standards to ensure that working conditions in the electronics industry supply chain are safe, that workers are treated with respect and dignity, and that business operations are environmentally responsible and conducted ethically.

Considered as part of the electronics industry for purposes of this Code are all organizations that may design, market, manufacture or provide goods and services that are used to produce electronic goods. The Code may be voluntarily adopted by any business in the electronics sector and subsequently applied by that business to its supply chain and subcontractors, including providers of contract labor.

To adopt the Code and become a participant (“Participant”), a business shall declare its support for the Code and actively pursue conformance to the Code and its standards in accordance with a management system as herein.

Participants must regard the Code as a total supply chain initiative. At a minimum, Participants shall also require its next tier suppliers to acknowledge and implement the Code.

Fundamental to adopting the Code is the understanding that a business, in all of its activities, must operate in full compliance with the laws, rules and regulations of the countries in which it operates.¹ The Code encourages Participants to go beyond legal compliance, drawing upon internationally recognized standards, in order to advance social and environmental responsibility and business ethics. In alignment with the UN Guiding Principles on Business and Human Rights, the provisions in this Code are derived from key international human rights standards including the ILO Declaration on Fundamental Principles and Rights at Work and the UN Universal Declaration of Human Rights.

The EICC is committed to obtaining regular input from stakeholders in the continued development and implementation of the Code of Conduct.

The Code is made up of five sections. Sections A, B, and C outline standards for Labor, Health and Safety, and the Environment, respectively. Section D adds standards relating to business ethics; Section E outlines the elements of an acceptable system to manage conformity to this Code.

A. LABOR

Participants are committed to uphold the human rights of workers, and to treat them with dignity and respect as understood by the international community. This applies to all workers including temporary, migrant, student, contract, direct employees, and any other type of worker. The recognized standards, as set out in the annex, were used as references in preparing the Code and may be a useful source of additional information.

The labor standards are:

1. Freely Chosen Employment

Forced, bonded (including debt bondage) or indentured labor, involuntary prison labor, slavery or trafficking of persons shall not be used. This includes transporting, harboring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. There shall be no unreasonable restrictions on workers' freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting company-provided facilities. As part of the hiring process, workers must be provided with a written employment agreement in their native language that contains a description of terms and conditions of employment prior to the worker departing from his or her country of origin. All work must be voluntary and workers shall be free to leave work at any time or terminate their employment. Employers and agents may not hold or otherwise destroy, conceal, confiscate or deny access by employees to their identity or immigration documents, such as government-issued identification, passports or work permits, unless such holdings are required by law. Workers shall not be required to pay employers' or agents' recruitment fees or other related fees for their employment. If any such fees are found to have been paid by workers, such fees shall be repaid to the worker.

2) Young Workers

Child labor is not to be used in any stage of manufacturing. The term “child” refers to any person under the age of 15, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. The use of legitimate workplace learning programs, which comply with all laws and regulations, is supported. Workers under the age of 18 (Young Workers) shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime. Participant shall ensure proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students’ rights in accordance with applicable law and regulations. Participant shall provide appropriate support and training to all student workers. In the absence of local law, the wage rate for student workers, interns and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks.

A. LABOR (con't.)

3) Working Hours

Studies of business practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. Workweeks are not to exceed the maximum set by local law. Further, a workweek should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers shall be allowed at least one day off every seven days.

4) Wages and Benefits

Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. In compliance with local laws, workers shall be compensated for overtime at pay rates greater than regular hourly rates. Deductions from wages as a disciplinary measure shall not be permitted. For each pay period, workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed. All use of temporary, dispatch and outsourced labor will be within the limits of the local law.

5) Humane Treatment

There is to be no harsh and inhumane treatment including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers; nor is there to be the threat of any such treatment. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers.

6) Non-Discrimination

Participants should be committed to a workforce free of harassment and unlawful discrimination. Companies shall not engage in discrimination based on race, color, age, gender, sexual orientation, gender identity and expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, covered veteran status, protected genetic information or marital status in hiring and employment practices such as wages, promotions, rewards, and access to training. Workers shall be provided with reasonable accommodation for religious practices. In addition, workers or potential workers should not be subjected to medical tests or physical exams that could be used in a discriminatory way.

7) Freedom of Association

In conformance with local law, participants shall respect the right of all workers to form and join trade unions of their own choosing, to bargain collectively and to engage in peaceful assembly as well as respect the right of workers to refrain from such activities. Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation or harassment.

B. HEALTH and SAFETY

Participants recognize that in addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of production and worker retention and morale. Participants also recognize that ongoing worker input and education is essential to identifying and solving health and safety issues in the workplace.

Recognized management systems such as OHSAS 18001 and ILO Guidelines on Occupational Safety and Health were used as references in preparing the Code and may be a useful source of additional information.

The health and safety standards are:

1) Occupational Safety

Worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) are to be controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment and educational materials about risks to them associated with these hazards. Workers shall be encouraged to raise safety concerns.

2) Emergency Preparedness

Potential emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans. Such plans and procedures shall focus on minimizing harm to life, the environment and property.

3) Occupational Injury and Illness

Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness including provisions to: encourage worker reporting; classify and record injury and illness cases; provide necessary medical treatment; investigate cases and implement corrective actions to eliminate their causes; and facilitate return of workers to work.

4) Industrial Hygiene

Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, worker health is to be protected by appropriate personal protective equipment programs.

B. HEALTH and SAFETY (con't.)

5) Physically Demanding Work

Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

6) Machine Safeguarding

Production and other machinery shall be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.

7) Sanitation, Food, and Housing

Workers are to be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the Participant or a labor agent are to be maintained to be clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, adequate heat and ventilation, and reasonable personal space along with reasonable entry and exit privileges.

8) Health and Safety Communication

Participant shall provide workers with appropriate workplace health and safety training in their primary language. Health and safety related information shall be clearly posted in the facility.

C. ENVIRONMENTAL

Participants recognize that environmental responsibility is integral to producing world class products. In manufacturing operations, adverse effects on the community, environment and natural resources are to be minimized while safeguarding the health and safety of the public. Recognized management systems such as ISO 14001 and the Eco Management and Audit System (EMAS) were used as references in preparing the Code and may be a useful source of additional information.

The environmental standards are:

1) Environmental Permits and Reporting

All required environmental permits (e.g. discharge monitoring), approvals and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.

2) Pollution Prevention and Resource Reduction

The use of resources and generation of waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

3) Hazardous Substances

Chemicals and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, use, recycling or reuse and disposal.

4) Wastewater and Solid Waste

Participant shall implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle solid waste (non-hazardous). Wastewater generated from operations, industrial processes and sanitation facilities are to be characterized, monitored, controlled and treated as required prior to discharge or disposal. In addition, measures should be implemented to reduce generation of wastewater. Participant shall conduct routine monitoring of the performance of its wastewater treatment systems.

5) Air Emissions

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, routinely monitored, controlled and treated as required prior to discharge. Participant shall conduct routine monitoring of the performance of its air emission control systems.

6) Materials Restrictions

Participants are to adhere to all applicable laws, regulations and customer requirements regarding prohibition or restriction of specific substances in products and manufacturing, including labeling for recycling and disposal.

7) Storm Water Management

Participant shall implement a systematic approach to prevent contamination of storm water runoff. Participant shall prevent illegal discharges and spills from entering storm drains.

8) Energy Consumption and Greenhouse Gas Emissions

Energy consumption and greenhouse gas emissions are to be tracked and documented, at the facility and/or corporate level. Participants are to look for cost- effective methods to improve energy efficiency and to minimize their energy consumption and greenhouse gas emissions.

D. ETHICS

To meet social responsibilities and to achieve success in the marketplace, Participants and their agents are to uphold the highest standards of ethics including:

1) Business Integrity

The highest standards of integrity are to be upheld in all business interactions. Participants shall have a zero tolerance policy to prohibit any and all forms of bribery, corruption, extortion and embezzlement. All business dealings should be transparently performed and accurately reflected on Participant's business books and records. Monitoring and enforcement procedures shall be implemented to ensure compliance with anti-corruption laws.

2) No Improper Advantage

Bribes or other means of obtaining undue or improper advantage are not to be promised, offered, authorized, given or accepted. This prohibition covers promising, offering, authorizing, giving or accepting anything of value, either directly or indirectly through a third party, in order to obtain or retain business, direct business to any person, or otherwise gain an improper advantage.

3) Disclosure of Information

Information regarding participant labor, health and safety, environmental practices, business activities, structure, financial situation and performance is to be disclosed in accordance with applicable regulations and prevailing industry practices. Falsification of records or misrepresentation of conditions or practices in the supply chain are unacceptable.

4) Intellectual Property

Intellectual property rights are to be respected; transfer of technology and know-how is to be done in a manner that protects intellectual property rights; and, customer information is to be safeguarded.

5) Fair Business, Advertising and Competition

Standards of fair business, advertising and competition are to be upheld. Appropriate means to safeguard customer information must be available.

6) Protection of Identity and Non-Retaliation

Programs that ensure the confidentiality, anonymity and protection of supplier and employee whistleblowers² are to be maintained, unless prohibited by law. Participants should have a communicated process for their personnel to be able to raise any concerns without fear of retaliation.

7) Responsible Sourcing of Minerals

Participants shall have a policy to reasonably assure that the tantalum, tin, tungsten and gold in the products they manufacture does not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of the Congo or an adjoining country. Participants shall exercise due diligence on the source and chain of custody of these minerals and make their due diligence measures available to customers upon customer request.

8) Privacy

Participants are to commit to protecting the reasonable privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers and employees. Participants are to comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared.

E. MANAGEMENT SYSTEM

Participants shall adopt or establish a management system whose scope is related to the content of this Code. The management system shall be designed to ensure: (a) compliance with applicable laws, regulations and customer requirements related to the participant's operations and products; (b) conformance with this Code; and (c) identification and mitigation of operational risks related to this Code. It should also facilitate continual improvement.

The management system should contain the following elements:

1) Company Commitment

A corporate social and environmental responsibility policy statements affirming Participant's commitment to compliance and continual improvement, endorsed by executive management and posted in the facility in the local language.

2) Management Accountability and Responsibility

The Participant clearly identifies senior executive and company representative[s] responsible for ensuring implementation of the management systems and associated programs. Senior management reviews the status of the management system on a regular basis.

3) Legal and Customer Requirements

A process to identify, monitor and understand applicable laws, regulations and customer requirements, including the requirements of this Code.

4) Risk Assessment and Risk Management

A process to identify the legal compliance, environmental, health and safety³ and labor practice and ethics risks associated with Participant's operations. Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to control the identified risks and ensure regulatory compliance.

5) Improvement Objectives

Written performance objectives, targets and implementation plans to improve the Participant's social and environmental performance, including a periodic assessment of Participant's performance in achieving those objectives.

6) Training

Programs for training managers and workers to implement Participant's policies, procedures and improvement objectives and to meet applicable legal and regulatory requirements.

7) Communication

A process for communicating clear and accurate information about Participant's policies, practices, expectations and performance to workers, suppliers and customers.

8) Worker Feedback and Participation

Ongoing processes to assess employees' understanding of and obtain feedback on practices and conditions covered by this Code and to foster continuous improvement.

9) Audits and Assessments

Periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the Code and customer contractual requirements related to social and environmental responsibility.

10) Corrective Action Process

A process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews.

11) Documentation and Records

Creation and maintenance of documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.

12) Supplier Responsibility

A process to communicate Code requirements to suppliers and to monitor supplier compliance to the Code.

REFERENCES

The following standards were used in preparing this Code and may be a useful source of additional information. The following standards may or may not be endorsed by each Participant.

Dodd-Frank Wall Street Reform and Consumer Protection Act

<http://www.sec.gov/about/laws/wallstreetreform-cpa.pdf>

Eco Management & Audit System www.quality.co.uk/emas.htm

Ethical Trading Initiative www.ethicaltrade.org/

ILO Code of Practice in Safety and Health

www.ilo.org/public/english/protection/safework/cops/english/download/e000013.pdf

ILO International Labor Standards

www.ilo.org/public/english/standards/norm/whatare/fundam/index.htm

ISO 14001 www.iso.org

National Fire Protection Association www.nfpa.org/catalog/home/AboutNFPA/index.asp

OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict- Affected and High Risk Areas

<http://www.oecd.org/corporate/mne/mining.htm>

OECD Guidelines for Multinational Enterprises www.oecd.org/mne/

OHSAS 18001 <http://www.bsigroup.com/en-GB/ohsas-18001-occupational-health-and-safety/> Universal Declaration of Human Rights www.un.org/Overview/rights.html

United Nations Convention Against Corruption <https://www.unodc.org/unodc/en/treaties/CAC/>

United Nations Global Compact www.unglobalcompact.org

United States Federal Acquisition Regulation www.acquisition.gov/far/

SA 8000 <http://www.sa-intl.org/index.cfm?fuseaction=Page.ViewPage&PageID=937>

Social Accountability International (SAI) www.sa-intl.org

DOCUMENT HISTORY

Version 1.0 – Released October 2004.

Version 1.1 – Released May 2005. Converted document to EICC format, minor page layout revisions; no content changes.

Version 2.0 – Released October 2005 with revisions to multiple provisions.

Version 3.0 – Released June 2009 with revisions to multiple provisions.

Version 4.0 – Released April 2012 with revisions to multiple provisions.

Version 5.0 – Released November 2014 with revisions to multiple provisions.

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The EICC Code of Conduct was initially developed by a number of companies engaged in the manufacture of electronics products between June and October 2004. Companies are invited and encouraged to adopt this Code. You may obtain additional information from eiccoalition.org.