



**Fil-Qorti tal-Magistrati (Malta)**  
**Bhala Qorti ta' Ġudikatura Kriminali**

**Magistrat Dr. Donatella Frendo Dimech LL.D., Mag. Jur. (Int. Law)**

**Seduta D.I.E.R.**

**Illum: 24 t'Ottubru, 2018**

**Il-Pulizija**  
**(Spettur Sylvana Zrinzo Azzopardi)**

**-vs-**

**Keith Schembri detentur tal-Karta tal-Identita` bin-numru 173882M; u**

**John Galea, a.k.a Juan Galea Naudi, detentur tal-Karta tal-Identita`  
bin-numru 715558M**

Il-Qorti,

Rat l-akkuza migjuba fil-konfront tal-imputati Keith Schembri u John Galea a.k.a Juan Galea Naudi u cioè talli:

Fil-kwalita` tagħhom bhala rappreżentanti u l-persuni responsabbli mill-partnership 'Focal Repairs', b'indirizz registrat 105, St.George's Road, St.Julians, Malta u/jew bhala persuni li kienu nkarigati sabiex jhallsu l-pagi dovuti, naqsu li **jhallsu id-differenza tal-bqija ta' kuntratt definit** ekwivalenti għall-nofs il-paga kollha li kienet tkun tmiss lill-impjegat dwar il-bqija taż-żmien stipulat epressament mifthiem, għall-perjodu ta' bejn id-09 ta' Marzu, 2016, u t-30 ta' Novembru, 2016, ammontanti għal

erbat' elef, ħames mija u tletin ewro u erbatax-il ċenteżmu (**€4,530.14**) inklużi t-taxxa u l-bolla u li kienu dovuti lil ex-impjegat tiegħu, u ċioe' lil **Jozsef Bus (142492A)**.

Għaldaqstant, il-Qorti giet mitluba bir-rispett tordna lill-imputati, ai termini tal-artikolu 45(1) tal-Kapitolu 452 tal-Liġijiet ta' Malta, sabiex iħallsu l-penali skont il-Liġi, kif ukoll tordna lill-imputati, ai termini tal-artikolu 45(2) tal-Kapitolu 452 u tar-Regolament 22 tal-Avviż Legali 247 ta' l-2003, kif emendat bl-Avviż Legali 427 ta' l-2007 u 259 ta' l-2012 tal-Liġijiet ta' Malta, sabiex iħallsu lil **Jozsef Bus (142492A)** l-ammont ta' erbat' elef, ħames mija u tletin ewro u erbatax-il ċenteżmu (**€4,530.14**), kif ukoll il-Qorti giet mitluba bir-rispett issib lil imputati ħatja taħt l-artiklu 18 tal-Kapitolu 9 tal-Liġijiet ta' Malta għar-raġunijiet hawn fuq speċifikati.

Rat id-dokumenti;

Semghet ix-xhieda;

Semghet it-trattazzjoni tal-partijiet;

Ikkunsidrat-

Illi **Jozsef Bus**, xehed kif għall-ewwel impjega ruhu ma Focal Repairs fuq probation li kienet testendi sa' Novembru, 2015.<sup>1</sup> Wara li dak il-kuntratt skada, u precizament fil-20 ta' Novembru, 2015, gie offrut impjieg b'kuntratt definit li accetta mal-istess Focal Repairs.<sup>2</sup> Jispjega kif "*on 02 March, two thousand and sixteen (2016) they let me go because of lack of work. Keith came to Focal and told me that they have to cancel my contract because lack of work. When I asked him to work at Mosta he said there is no room and no need for another technician. So I clearly asked him that they if I can work in the other shop and the answer was no. The day after he was offering me an opportunity. I don't know what happened overnight but because of my situation I accepted to talk about the job.... on third (3) of March he offered me to work with them but he didn't really talk about the job. Just he has a job offer. So on fourth (4) March two thousand and sixteen (2016) I accepted the offer to talk about the new job and I was asking for a meeting, not just communicating through the e-mails to talk face to face. Before the meeting actually I didn't know what kind of job he was offering because they didn't specify any job. So I cannot accept a job if it is not specified. On seventh (7) March two thousand and sixteen (2016) at six (6:00)pm I went to Mosta to meet with Keith Schembri and we went to a coffee shop to talk about the new job opportunity. At the end of the*

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<sup>1</sup> Dok. JB a fol.23

<sup>2</sup> Dok. JB1 a fol. 29-30

*conversation, when I asked him if I accept the new job what is the guarantee that he won't fire me again.... He was smiling and he said that there is no guarantee....And I refused because I cannot live like that.”*<sup>3</sup> In kontro-ezami jichad li gie mgharraf li n-negozju ta' Focal kien wiehed esperimentali u jinsisti li r-raguni ghat-terminazzjoni tal-impjieg li nghata mill-employer tieghu kienet *“Lack of work”*.<sup>4</sup>

Illi **Jonathan Caruana** in rapprezentanza tad-Dipartiment tal-Impjegi u Relazzjonijiet Industrijali (aktar il-quddiem riferut bhala 'id-dipartiment') xehed li l-ammont kalkolat mid-dipartiment bhala dak dovut lil Bus wara li gie terminat impjieg b'kuntratt definit kien *“nofs il-kumplament tal-kuntratt. L-ammont gie ta' 4530.14..... Kienu, kienu qaluli iwa bhala ragunijiet illi l-business ma kienx sejjer sew, kellhom iwaqqfuh.... l-istampa dik kienet minn dejjem li l-business ma kienx sejjer sewwa u kellhom iwaqqfuh. Kienu offrewlu anke' job iehor ulterjuri imma dak il-kuntratt waqaf.... Issa kienx hemm employment gdid wara jew le, dik hija xi haga gdida. M'ghandhiex x'taqsam.”*<sup>5</sup> Fost korrisondenza li giet mibghuta minghand u f'isem l-imputati u li tassumi rilevanza ghall-kontenut taghha u kif dan jolqot il-mertu tal-kaz in dezamina, Caruana esebixxa l-statement of account kif mahdum minnu li juri li Bus baqa' ntitolat ghal €4,530.14.<sup>6</sup>

Illi l-kuntratt definit ffirmit f'Novembru, 2015, kien jipprovdi ghall-salarju ta' *“EUR1,000 Net per month...This excludes any cost of living increases and Government bonuses”*.<sup>7</sup>

Illi dan il-kaz jikkoncerna terminazzjoni t'impjieg fuq ragunijiet ta' *redundancy* ta' Jozsef Bus minn ma Focal Repairs. Issa l-artikolu 36(11) tal-Att dwar l-Impjegi u r-Relazzjonijiet Industrijali, Kapitlu 452 tal-Ligijiet ta' Malta jipprovdi:

(11) Principal li jibghat 'l barra impjegat qabel ma jaghlaq iz-zmien specifikat f'kuntratt ta' servizz, ikollu jhallas lill-impjegat nofs il-paga kollha li kienet tkun tmiss lill-impjegat dwar il-bqija taz-zmien espressament miftiehem.

Illi jirrizulta li l-kuntratt t'impjieg in kwistjoni kien iffirmit bejn l-impjegat u l-imputati *“OBO FOCAL Repairs Joint Partnerships under*

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<sup>3</sup> Fol.18-19

<sup>4</sup> Fol.21

<sup>5</sup> Fol.37-38

<sup>6</sup> Dok. JC a fol.40

<sup>7</sup> Dok. JB2 a fol.29

V.A.T. No. 2239-2711" nhar it-13 ta' Novembru, 2015, "*till the last day of November 2016*".<sup>8</sup>

Lanqas ma hemm dubbju li dan il-kuntratt intemm minhabba *redundancy*. Minn email esebita jirrizulta manifestament ppruvat li t-terminazzjoni sehhet nhar it-2 ta' Marzu, 2016 fis-17:11 hrs<sup>9</sup> "*As per our conversation earlier today it is with great regret that we will have to let you go in 1 week as per our contract.*"

Fil-fatt il-kuntratt jipprovdi li "*Should Focal wish to terminate your employment, for reasons other than gross misconduct, you will be entitled to 1 week's notice*".<sup>10</sup>

L-email minghand Keith Schembri, general manager, tkompli hekk "*Unfortunately the circumstances with the repairs at Focal leave us no choice but to do so. I feel sad to have to tell you this but we have no other option as it stands. Rest assured I will keep your contact in case we need somebody else in the future ..... I will be writing you a good reference letter in the coming days so that you can keep it in the hope of boosting your chances in finding a job elsewhere.*".<sup>11</sup> Ir-reference letter saret l-ghada 3 ta' Marzu, 2016, u wara li jigi deskritt u mfahhar ix-xoghol ta' Bus minn Keith Schembri li ffirmata bhala Joint Owner/Focal Repairs Department, jiddikjara "*Unfortunaely, due to circumstances out of our control, we could not afford to keep Jozef on board.*".<sup>12</sup>

It-terminazzjoni tal-impjeg minhabba *redundancy* terga' tinghata' lil Jobsplus permezz ta' notifika ffirmata mill-imputati ghan-nom ta' Focal Repairs, V.A.T. No. 2239-2711, bid-data tat-8 ta' Marzu, 2016 (gheluq il-gimgha notice skond il-kuntratt).<sup>13</sup>

Terga' issir riferenza ghal raguni ta' *redundancy* fil-korrispondenza mad-Dipartiment tal-Impjeggi u Relazzjonijiet Industrijali.<sup>14</sup>

Issa bhala linja difenzjonali d-difiza tikkontendi li ma ghandux jiskata l-obbligu li jhallsu lill-impjegat nofs is-salarju li suppost jircevi ghall-

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<sup>8</sup> Dok. JB2 a fol.29

<sup>9</sup> Dok. JB3 Fol. 31

<sup>10</sup> Fol.30

<sup>11</sup> Dok. JB3 a fol.31

<sup>12</sup> Fol.54

<sup>13</sup> Dok. JSZ a fol.65; xhieda Joseph Saliba a fol.82

<sup>14</sup> Dok. JC1 a fol.41 u fol.48

kumplament tal-kuntratt, galadarba Bus gie offrut impjieg iehor ma Atom u dan in forza tal-klawzola fil-kuntratt li jipprovdi li l-impjegat jista' jigi re-located.

Tali argument ma jreggiex legalment għall-bosta ragunijiet, primarjament minhabba li offerta dwar impjieg iehor ma tfissirx l-istess bhal, u lanqas qatt ma jista' tekwi para ma, re-location fil-kors ta' impjieg precedenti:

1. Fil-fatt dik il-klawzola torbot lill-impjegat jaccetta li jigi re-located mhux għal ma xi entita` ohra izda "Place of Work", u cioe` tirrigwarda il-post fejn ser jinhtieg jaqdi d-dmirijiet tieghu li fih ikun ser jezecita l-impjieg tieghu; f'dan il-kaz tul l-impjieg tieghu ma *FOCAL Repairs Joint Partnerships under V.A.T. No. 2239-2711*" u dik il-frazi ma tkoprix ingagg gdid kif gie offrut ma entita` ohra!

Fil-fatt kien hemm re-location kif stipulat fil-kuntratt meta, wara li Bus għamel xi jiem jahdem il-Mosta kien intbghat San Giljan, u baqa' jirraporta għax-xogħol hemm minkejja l-kundizzjonijiet sfavorevoli għas-sahha li jiddeskrivi u li bl-ebda mod ma gew kkontestati. Jozsef Bus spjega *"So on fifth six two thousand fifteen (05.06.2015) I started working in Focal repair St Julians in the basement without windows and fresh air.... fresh air I asked them again after three (3) months of working there to have fesh air but refused to install and because it was too expensive. I had to use specific sprays in the ... and it was a real concern to my health but I was positive about the new job there in St Julians and I really liked the job although the working conditions were .... for that kind of work. I had to work with a lot of cleaning sprays, contact chemi and with a powerful, powerful blue degreasant agent, contact..... which is recommended to use with a good ventilated room with the specifications of he manufacturer. I have them in a copy. .... So on 02 March, two thousand and sixteen (2016) they let me go because of lack of work. Keith came to Focal and told me that they have to cancel my contract because lack of work. When I asked him to work at Mosta he said there is no room and no need for another technician. So I clearly asked him that they if I can work in the other shop and the answer was no."*<sup>15</sup>

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<sup>15</sup> Fol.18

2. Bl-argument tad-difiza li l-impjegat irrifjuta li jahdem band'ohra, kif stipulat fil-kuntratt, kien ifisser li effettivament l-impjegat kiser il-kuntratt ta' xoghol u ghaldaqstant l-imputati kellhom il-facilita`, ai termini tal-istess kuntratt, jiterminawlu l-kuntratt "for gross misconduct" minghajr il-htiega li jaghtuh gimgha notice!! Izda **tant dan ma kienx il-kaz li, fit-8 ta' Marzu, 2016 (il-Hadd) wara li nhar it-2 ta' Marzu, 2016 (It-Tnejn) kienu nfirmawh b'email bit-terminazzjoni tal-impjieg ghal redundancy, ikkonfermaw ma Jobsplus li r-raguni kienet precizament dik ta' nuqqas ta' xoghol u xejn izjed!**

Din il-konferma li l-impjieg ta' Bus intemm fit-8 ta' Marzu, 2016, ghal "*Lack of work/Redundancy*" u mhux ghal xi raguni ohra bhal *inter alia "Business Closed down"* jew "*Resigned*" jew "*Dismissed on disciplinary grounds*" (b'din tal-ahhar issib applikazzjoni li kieku verament Bus irrifjuta li jigi re-located f'dak li jirrigwarda l-place of work). Dan id-dokument mibghut lil Jobsplus jkompli jssigilla l-kaz ghall-prosekuzzjoni. Mistqosi dwar dan specifikatament mill-Qorti Schembri jghid hekk "*Iva sfortunatament huwa tort tieghi nammetti*".<sup>16</sup>

3. F'ittra mibghuta lid DIER mill-imputati ma jissemma l-ebda re-location izda "*1. 04th March 2016 @ 0935 hrs -Mr Bus was offered a replacement job*".<sup>17</sup> 'Re-placement job' hu precizament dak - impjieg gdid u ma jista' qatt jigi nterpretat bhala re-location li tfisser post gdid li tul l-impjieg jinhtieglu jizvolgi d-dmirijiet tieghu bhala impjegat.

4. Jirrizulta li l-email fejn gie infurmat bit-terminazzjoni tal-impjieg tieghu hi datata it-2 ta' Marzu, 2016, tant li l-ghada, 3 ta' Marzu, 2016, anke nghata l-*letter of reference* li tissemma f'dik l-email.<sup>18</sup> Issa b'email ohra mibghuta fit-3 ta' Marzu, 2016 fis-6:28pm, Bus gie offrut impjieg iehor ma ATOM. Jibqa l-fatt li dan mhux semplicement bidla fil-*place of work* ossia *re-location*, kif provdut fil-kuntratt - klawzola li kienet torbot lil Bus

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<sup>16</sup> Fol.77

<sup>17</sup> Fol.48

<sup>18</sup> Fol.54

esklussivament dment li kien impjegat ma Focal Repairs, izda din id-darba Bus qed jigi offrut impjieg gdid.

Li kieku l-imputati verament kienu qed jikkontemplaw *re-location* of place of work, kienu **jordnawlu** jmur f' post iehor **u ma joffrulu xejn** - kif hekk kien marbut jaghmel bil-kuntratt vigenti u kif wara kollox effettivament kien gja seh wara li mill-Mosta meta beda t-tahrig tieghu ntbghat San Giljan!

Izda t-terminologija wzata f' din l-email tittradixxi u tikkontradixxi l-linja difensjonali tant li Schembri jtkellem fuq invit ossia offerta lil Bus li jahdem ma ATOM: *"I would like to extend an invitation to you to start working at ATOM instead of terminating your employment. I have gone over your contract at Focal and find no objection to create a new one for ATOM which is with the same wage structure....."*.<sup>19</sup> Din l-email intbaghtet fit-3 ta' Marzu 2016.

**Ghalhekk mhemmx dubbju li Bus gie offrut impjieg gdid b'kuntratt gdid; madanakollu dan seh biss wara li kien mgharraf li l-impjieg tieghu ma Focal gie terminat fit-2 ta' Mejju**. Kienet ghazla tieghu jaccettax tali invit/offerta jew le izda galadarba il-kuntratt definit li kien jorbtu ma Focal Repairs gie terminat, skattat d-disposizzjoni tal-Artiklu 36(11) tal-Att.

Jinghad ukoll semplicement ghall-grazzja tal-argument li anke jekk Bus kellu jaccetta tali impjieg ma ATOM, dan ma kien inaqas xejn mid-dritt tieghu taht l-Att li xorta jfittex lil Focal ghal nofs il-paga kollha li kienet tkun tmissu dwar il-bqija taz-żmien espressament miftiehem skond il-kuntratt tieghu ma Focal.

Illi **Keith Schembri** xehed kif il-ftuh tan-negozju Focal Repairs kien esperiment mal-imputat l-iehor. Jispjega ukoll dak li gie osservat mill-qorti u cioe` id-distinzjoni u t-tifsira tal-kelma *re-location* minn kwalunkwe tifsira u kelma ohra - *"Anyway, once li ahna iddecidejna li nibdew nahdmu, we re-located Joseph il-hanut tieghi l-Mosta ghat-training purposes for a month a month and a half something like that....imbghad morna l-*

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<sup>19</sup> Fol.56

*Focal u bdejna x-xoghol bil-mod il-mod hemmhekk.*"<sup>20</sup> Il-business mill-ewwel ma kienx qabad ir-ritmu mistenni u kif spiccat il-probation ta' Bus, flimkien ma Galea Itaqaw ma Bus *"ghedna isma' sort of m'ahnix sejr in tajjeb hafna hawnhekk imma we are willing to give it a push and continue because it takes a while m'hijiex xi haga li ha taqbad issir overnight...wassalna ghall-agreement bejnietna li ahna noffru kuntratt ghal sena. Allavolja we always felt that we were safe li ahna we could re-locate a person somewhere else."*<sup>21</sup> Kompla li meta l-business baqa' ma qamx fuq saqajh regghu ltaqaw hu, Galea u Bus *"ghamilniha cara li ahna mhux sejr in tajjeb hawnhekk u ma nistghux inkomplu sejr in b'dan it-telf."* Kien hemmhekk li gie deciz li Bus jigi re-located il-Mosta fejn kellu in-negozju tieghu fejn ghall-ewwel Bus qabel izda wara rega' bdielu.<sup>22</sup> Jikkonferma li l-informazzjoni li ghadha lil Jobsplus kienet *"jien impjegat wiehed kellhi fuq dan il-Focal Repairs, so yes I put it in as redundancy because actually Focal Repairs closed off unfortunatelly after what happened."*<sup>23</sup>

In kontro-ezami u ghalkemm il-Qorti wkoll rat id-dokumentazzjoni esebita li tikkorobora l-kaz tal-prosekuzzjoni u tikkuntrarja inekwivokament dak li jixhed Schembri, jichad li meta tkellem mad-dipartiment hu dejjem spjega li l-kuntratt gie terminat fuq ragunijiet ta' *redundancy*.

Fil-fatt id-dokumenti esebiti minn Jonathan Caruana mibghuta mill-avukat tal-imputati jinghad *"7. Fit-8 ta' Marzu 2016 l-impjeg ta' Jozsef Bus ma' Focal Repairs gie terminat b'mod ufficjali abbazi ta' redundancy"*.<sup>24</sup> Aktar qabel fl-istess ittra nghad *"illi c-cirkostanzi fil-kummerc jistghu jinbiddu, l-posizzjoni ta' Jozsef Bus trasferit ruha bhala wahda redundant hekk kif il-hanut hekk maghruf bhala Focal Photo Shop ma bedix irendi xoghol fil-qasam ta' mobile repairs....ghalhekk wasalhom jitterminatw l-impjeg ta' Jozsef Bus hekk kif ma kellhomx ghajr iehor x'jaghmlu"*.<sup>25</sup> Lanqas ma jichad li ghalkemm ittermina l-impjeg ta' Bus l-azjenda thalliet miftuha ghal xahrejn wara *"We kept it going a little*

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<sup>20</sup> Fol.75

<sup>21</sup> *Ibid.*

<sup>22</sup> Fol.76

<sup>23</sup> Fol.77

<sup>24</sup> Fol.42

<sup>25</sup> Dok. JC1 a fol.41



*bit hux...We had to keep it going a little bit obviously we couldn't leave people and give them back" u anke kien ppjanat li certu Nikolai Mercieca jinghata hand-over minn Bus. Dan hu kkoroborat minn email mibghuta lejliet it-terminazzjoni ufficjali ta' Bus fejn jinghad "On Wednesday we would like you to start at ATOM. Tomorrow I will come to Focal with Niki since we have decided that he will be taking over at Focal instead of you....so that you can give him a brief handover".<sup>26</sup> Schembri jinterpretat l-emails fejn Bus wera interess fl-offerta li jibda impjeg gdid ma ATOM bhala accettazzjoni.*

Jigi sottolinejat li fl-ebda hin ma gie pruvat, ghalkemm anke jekk dan seh ma kien jimpingi xejn fuq it-terminazzjoni tal-impjeg b'kuntratt fiss u l-konsegwenzi legali naxxenti minn tali terminazzjoni, li Bus f'xi hin accetta l-impjeg gdid offrut. L-emails mibghuta fl-4 ta' Marzu, 2016, juru li kien lest jaccetta dik li Schembri fi kliemu stess issehilha "**invitation**"<sup>27</sup> biex jibda jahdem ma ATOM izda minhabba l-iskarigg ta' trasport ta' 4 darbiet kuljum staqsa dwar x'ried ifisser Schembri meta semma "*performance increases in the future*".<sup>28</sup> Bus seta' jitqies li accetta l-impjeg gdid ma ATOM kieku u meta gie ffirmat kuntratt gdid ma ATOM liema kuntratt jisemma fl-email mibghuta fit-3 ta' Marzu, 2016 fis-6:28pm u meta Schembri nnifsu jghid "*I have gone over your current contract at Focal and find no objection to create a new one for ATOM which is with the same wage structure*".<sup>29</sup>

**Ghalhekk kwalunkwe argument tad-difiza li f'xi hin Bus accetta li jahdem ma ATOM ma jreggix u lanqas jimpingi fuq l-obbligi tal-imputati ai termini tal-artikolu 36(11) tal-Att! Il-kuntratt offert minn Schembri biex Bus jibda jahdem ma ATOM kien wiehed ghall-kollox gdid u anke Schembri jindika dan meta juri d-disponibilita` tieghu li jaghtih kuntratt gdid!! Kif qatt jista' jinghad li Bus accetta l-impjeg ma ATOM meta lanqas kien ghadu sar il-kuntratt il-gdid offrut lilu??**

Illi l-imputat **John Galea** wkoll ghazel li jixhed u kkonferma x-xhieda ta' Schembri dwar l-interpretazzjoni li taw ghall-kelma "re-location". Spjega

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<sup>26</sup> Fol.59

<sup>27</sup> Fol.45

<sup>28</sup> Fol.45

<sup>29</sup> Fol.56

li hu u Keith kellhom mohhom mistrieh li jekk il-business ma jkollux success *"we can relocate him in another post li ghandu Keith at Atom"*.<sup>30</sup>

Il-Qorti ma tistax ma tissottolinejax il-fatt li jekk l-imputati ma kienux siguri fl-entrapriza minn taghhom u kienu lesti jesperimentaw fin-negozju, **tali esperimentazzjoni ma kellha qatt testendi fuq l-ghixien tal-impjegati taghhom.** Jekk xtaqu jkopru ghall-eventwalita` li Bus jigi assorbit jew jingaggawh ma ATOM kieku l-business ma kienx ser jirrendi, hekk kif spicca l-ewwel kuntratt ta' Bus ma Focal u cioe` wara li skada il-*probationary period* ta' Bus,<sup>31</sup> dak li kellhom jaghmlu - fil-kuntratt il-gdid u definit li kkonkludew ma Bus meta ingaggawh jahdem ma FOCAL ghal sena li tiskadi f'Novembru 2016<sup>32</sup> - kien li jipprovdu ghal dan specifikatament fil-kuntratt il-gdid jew il-kuntratt issir mill-ewwel ma ATOM.

Galadarba dan ma sehxx, minkejja s-sitwazzjoni xejn felici li sabu ruhhom fiha, l-ligi tesigi li huma issa joneraw l-obbligi legali taghhom versu l-impjegat Bus, li dwaru, kif tixhed ir-*reference letter* mibghuta lilu minghand Schembri, kellhom biss kliem ta' tifhir!

Bl-ammissjoni ta' Schembri nnifsu li wara li skada l-ewwel kuntratt ta' Bus (f' Novembru, 2015) u ghalkemm kien gja beda jberraq li n-negozju kien ghadu ma hax zvolta pozittiva, huma **ghazlu li jergghu jimpjegaw lil Bus b'kuntratt gdid u definit ghal sena.** Ghalhekk din id-decizjoni zbaljata taghhom, li jkomplu jesperimentaw bin-negozju gdid, ma tista' qatt tikkostitwixxi *"raguni tajba u bizzejjed biex dak l-impjegat jintbaghat jew jitlaq mis-servizz"* kif prevvist bl-artikolu 36(14) tal-Att u b'hekk jisfa' mcahhad milli jiehu dak li bil-haqq u skond il-ligi huwa dovut lilu Jozsef Bus. Jidwi kliem Schembri quddiem il-Qorti *"ghedna isma' sort of m'ahnix sejrin tajjeb hafna hawnhekk imma we are willing to give it a push and continue"*.<sup>33</sup>

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<sup>30</sup> Fol.80

<sup>31</sup> Dok.JB a fol.23

<sup>32</sup> Dok. JB2 a fol.29-30

<sup>33</sup> Fol.75

Fid-dawl ta' dawn ir-rizultanzi processwali l-Qorti tqis li l-prosekuzzjoni rnexxilha tipprova l-kaz taghha sal-grad mistenni minnha.

Ghal dawn il-motivi wara li rat l-artikoli 5, 22, 23, 36, 36(11), 45, 46 u 47(2) tal-Att dwar l-Impiegi u r-Relazzjonijiet Industrijali, Kapitolu 452 tal-Ligijiet ta' Malta, ir-regolamenti 8 u 22 tar-Regolamenti dwar l-Organizzazzjoni tal-Hin tax-Xoghol, Avviz Legali 247 tal-2003, tar-regolament 3 tal-Ordni ta' Standard Nazzjonali dwar Allowance fil-Gimgha (Avviz Legali 112 tal-1988), issib lill-imputati hatja tal-akkuzi migjuba fil-konfront taghhom u tikkundannahom *multa* ta' €400 kull wiehed.

F'kaz li tali ammont ma jithallasx hekk kif ordnat, dan ghandu jigi konvertit fi prigunerija ai termini tal-ligi.

Inoltre` wara li rat l-artikolu 45(2) tal-Att dwar l-Impiegi u r-Relazzjonijiet Industrijali, tordna lil hatja jhallsu bejniethom lil **Jozsef Bus, detentur tal-karta tal-identita` 142492A**, l-ammont ta' erbat' elef, hames mija u tletin ewro u erbatax-il centezmu (**€4,530.14**)

Ai termini tal-istess sub-artikolu din l-ordni ghandha l-istess forza u effett u hija esegwibbli bl-istess mod daqslikieku inghatat f'kawza civili bejn l-impjegat u l-principali/i.

**Dr. Donatella M. Frendo Dimech LL.D., Mag. Jur. (Int. Law)**  
**Magistrat**