



Agreement between
the **Government of Malta**
and
the **Malta Union of Teachers**



Introduction

Working in a classroom in today's world has never been more difficult. This is something that the general public may not fully comprehend, but it is a reality. The classroom is a pressure cooker of different abilities, different languages and different individual challenges. Educators are at the centre of it all and must face these challenges on a daily basis.

Over the past years we've invested a lot in the tools of educators. There was never so much investment in school infrastructure, computers and IT equipment. However, I will be the first to say that these are secondary needs. Ultimately, we must equip our teachers and other educators with the right set-up so they can effectively do their job. Trust and empowerment are two important elements of an educator. This agreement is not simply a financial one, but it is indicative of a wider effort to instil more respect and dignity with the teaching roles.



Evarist Bartolo

Minister for Education and Employment

The unprecedented agreement presented before you is another step in our journey to empower and solidify the teaching profession in Malta. As you well know, the new syllabi as from next year and My Journey (myjourney.edu.mt) will sustain all current good practices and provide a more wide and humane education system which reaches more children and young people. Alternative programmes, including vocational and applied ones, will provide further opportunities to all our students and give them a better chance of reaching their potential. This agreement paves the way for this through improved career paths, better financial packages and allowances, a raise in salaries and pay-scales, and more continuous professional training programmes.

This is also another step for a better educational experience for all educators and learners. We remain committed towards excellence in education through, but not only, better school infrastructure, improved pedagogy and more autonomous school leadership. These are all areas we've worked hard on, and this agreement is yet another milestone, nonetheless the journey continues.



Francis Fabri

Permanent Secretary - Ministry for Education and Employment

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Introduction

Dedication and Acknowledgements

This agreement is dedicated to all educators who continually strive to meet the needs of every learner entrusted under their care, so they may all benefit from the enabling context it intends to set out. Its successful completion could not have been possible without the valuable direct and indirect contributions of both parties:

- i. Administration
 - Honourable Evarist Bartolo, Minister for Education and Employment, for his vision, inspiration and incessant support in sensitising;
 - Dr Francis Fabri, Permanent Secretary, Ministry for Education and Employment (MEDE) for his leadership and direction;
 - Mr Thomas Woods, Head of the Industrial Relations Unit and Mr Mario Grixti, Deputy Head of the Industrial Relations Unit, People & Standards Division within the Office of the Prime Minister, for their critical role ensuring relativity and cohesion;
 - Mr Ian Mifsud, Director General Quality and Standards in Education, Ms Maria Mc Namara, Director General Educational Services, Ms Maria Galea, Director General, Strategy and Support, Ms Salvina Muscat, Advisor to the Minister and Dr Charmaine Cristiano, MEDE Legal Advisor who collectively together with MEDE Permanent Secretary, IRU Officials and Union Officials constituted the core negotiating team, for their technical expertise, commitment, drive and perseverance;
 - Mr Joseph Caruana, former Permanent Secretary MEDE, Dr Francis Fabri, former Director General Curriculum, Research, Innovation and Lifelong Learning, and Director General Operations, Mr George Borg, former Director General Educational Services and Mr Joseph Micallef, former Director Education Resources, for their contributions throughout the earlier stages of the negotiation process;
 - All other contributors, supporting this process through administrative work, data collection and analysis, research, calculations and other workings, including but not limited to Mr Christopher Darmanin and Ms Therese Formosa, Industrial Relations Unit, People & Standards Division within the Office of the Prime Minister, Ms Mary Scicluna, Director Human Resources, Strategy and Support Department MEDE, Mr Peter Carabott, Director Education Resources, Directorate for Educational Services MEDE and Mr Gaetano Bugeja, Director Learning and Assessment Programmes, Department for Curriculum, Research, Innovation and Lifelong Learning MEDE.

ii. Union

- Mr Marco Bonnici, President of the Malta Union of Teachers (MUT) for his leadership and direction;
- Mr Norman Grech, Senior Vice President, Ms Elaine Germani, Vice President and Ms Carmen Dimech, General Secretary, Malta Union of Teachers, who collectively together with MEDE Officials and IRU Officials constituted the core negotiating team, for their technical expertise, commitment, drive and perseverance;
- Mr Kevin Bonello, former MUT President, and Mr Franklin Barbara, former MUT General Secretary, for their contributions throughout the earlier stages of the negotiation process;
- All other contributors, supporting this process through administrative work, data collection and analysis, research, calculations and other workings, including but not limited to the MUT Council and its Secretariat.

Declaration

Today, 21st December 2017,

The Government, herein represented by Dr Francis Fabri, Permanent Secretary of the Ministry for Education and Employment, Ms Maria McNamara, Director General, Directorate for Educational Services, Mr Ian Mifsud, Director General, Directorate for Quality and Standards in Education, Ms Maria Galea, Director General, Strategy and Support Department, Mr Thomas Woods, Head of the Industrial Relations Unit and Mr Mario Grixti, Deputy Head of the Industrial Relations Unit, People & Standards Division within the Office of the Prime Minister, hereinafter referred to as “the Government” or “MEDE”

and

The Malta Union of Teachers, herein represented by Mr Marco Bonnici, President, Mr Norman Grech, Senior Vice President, Ms Elaine Germani, Vice President and Ms Carmen Dimech, General Secretary, Malta Union of Teachers, hereinafter referred to as “the Union”.

The “Government” and “the Union” are hereinafter collectively referred to as “the parties” or “the signatories” interchangeably.

Applicability

This agreement covers the teaching grades emanating from and/or associated with the teaching profession. For avoidance of doubt and clarification, teaching grades covered by this agreement are those educational grades that are identified in clause 23.1 entitled Grading Structure. The provisions of this agreement shall come into force as of 1st January 2018 and shall remain in force till the 31st December 2022. There shall be no interpretation of any provisions in this agreement that may lead to any form of payment of arrears, unless otherwise stated in this agreement.

Part I – A Common Vision

1. Vision

- 1.1 The Ministry for Education and Employment (MEDE) and the Malta Union of Teachers (MUT) are committed to consolidate and build on the successes achieved in education in the past and are determined to remain committed to high standards of teaching and learning which are relevant, effective and timely, while respecting diversity in a strong democracy founded on social justice, equity and a strong economy. Through this Agreement both parties are committed to ensure that educational grades covered by this agreement are equipped to provide all children with the opportunity to develop into young people and adults possessing the necessary values, skills, and attitudes to be effective lifelong learners, active citizens and to give a meaningful contribution in both society and at work for their personal fulfilment and wellbeing as well as for collective growth.
- 1.2 Signatories agree to consolidate their commitment through ongoing dialogue and consultation to work in alignment with the values and for the achievement of the four main targets declared in the *Framework for the Education Strategy for Malta 2014-2024 (2014)*, guided by the recommendations about the capacity building and use of educational resources put forward in the *Education for All (external audit report, 2014)*, and inspired by the philosophy of values-based education promulgated in the *Respect for All Framework (2014)*. Furthermore, it will reflect the UNESCO four pillars of education (*Learning to Know, Learning to Do, Learning to Be, Learning to Live Together*) (*Learning: The Treasure Within*, UNESCO Publishing: UNESCO, 1996) in *My Journey: Achieving through Different Paths (2016)* through a widened and more relevant *Learning Outcomes Framework* and related *Learning and Assessment Programmes* and any emanating documents thereof.
- 1.3 MEDE and the MUT acknowledge and recognise the investment carried out in the educational system to align teaching methodologies with developments in IT, and related infrastructure. Cognisant of this development signatories reconfirm their commitment to achieve maximisation of this investment within agreed parameters to ensure that learners and the learning community at large benefit and continue to be updated in line with pedagogical and technological developments.

2. Equitable Quality Learning for All

- 2.1 This agreement embraces and promotes equitable quality learning for all as defined by OECD:
Equity in education can be seen through two dimensions: fairness and inclusion. Equity as fairness implies that personal or socio-economic circumstances such as gender, ethnic origin or family background, are not obstacles to success in education. Equity as inclusion means ensuring that all students reach at least a basic minimum level of skills. Equitable education systems are fair and inclusive, and support their students in reaching their learning potential without either formally or informally erecting barriers or lowering expectations.
Schleicher, A. (2014). Equity, excellence and inclusiveness in education: policy lessons from around the world. Paris: OECD. www.oecd.org/publishing
- 2.2 At every stage of pre-compulsory and compulsory education, learners have to be provided with opportunities to progress and develop, in accordance with their individual strengths, needs, skills, attitudes and personal circumstances in order to benefit the most from learning programmes and services. In the interest of all learners, it is necessary to continue departing from the one-size-fits-all schooling model, and further pursue the development of equitable high quality programmes.
- 2.3 This Agreement recognises the need to widen curricular experiences, which embrace the general academic, vocational education and training, as well as the applied/practical learning, whilst catering for the students' multiple intelligences and competences through its widened learning outcomes framework as established in the technical document entitled *The Educational Experience: My Journey and LOF Technical Document and Action Plan*.
- 2.4 MEDE shall endeavour that all grades covered by this agreement shall be provided, with the necessary resources, according to the established policies, to be able to carry out their work efficiently and with the least bureaucracy possible. In this light and due to the reciprocal recognition of this importance, both sides agree to the introduction of an annual Work Resources Fund to grades as stipulated in this agreement.

3. School Autonomy

- 3.1 Signatories confirm their collaboration for a greater autonomy at school level in decision making within the *Framework for the Education Strategy for Malta 2014-2024* whereby the Senior Management Team in its designated educational leadership role within the school context will be the decision maker, to respond and remain responsible to learners' individual needs through an enhanced teaching and learning process.

Part II – General Articles

4. General Conditions and Obligations

- 4.1 The provisions of this Agreement, together with the following documents, currently in force, any subsequent revision in force from time to time and any other documents emanating there from:
- the Collective Agreement, in force from time to time, for Employees in the Public Service signed between the Government and the Unions to which the MUT is also signatory;
 - the Agreement between the Education Division and the Malta Union of Teachers on a new working schedule for teaching grades at Giovanni Curmi Higher Secondary School signed on 15th October 2004;
 - the Memorandum of Understanding between the Government of Malta and the Malta Union of Teachers regulating Supply Teachers, Supply Kindergarten Assistants, and Supply Learning Support Assistants dated 26th May 2009;
 - the Side Letter to the Agreement between the Government and the Malta Union of Teachers for Paid Study Leave signed on 9th March 2015;
 - the Letter regarding Maternity Leave dated 9th March 2015;
 - the Agreement between the Government and the Malta Union of Teachers pertaining to the Students Services Support Grades within the Directorate for Educational Services signed on 10th June 2015;
 - the Agreement signed between the Government of Malta and the Malta Union of Teachers to facilitate mobility for educators between licensed schools signed on 29th July 2015;
 - the Memorandum of Understanding between the Directorate for Quality and Standards in Education and the Directorate for Educational Services and the Malta Union of Teachers on the Implementation of the eLearning Platform (iLearn Virtual Learning Environment – VLE) in Primary Schools dated 18th October 2012 ;
 - the Memorandum of Understanding between the Directorate for Quality and Standards in Education and the Directorate for Educational Services and the Malta Union of Teachers on the Implementation of the eLearning Platform (iLearn Virtual Learning Environment – VLE) in Secondary and Post-Secondary Schools dated 27th November 2013;

- the Memorandum of Understanding between the Ministry for Education and Employment and the Malta Union of Teachers on the use of ICT peripherals for the enhancement of teaching and learning dated 18th January 2016;
- the Memorandum of Understanding between the Ministry for Education and Employment and the Malta Union of Teachers on the National Implementation of the One Tablet Per Child Initiative and related Acceptable Use Policy dated 19th December 2016;

shall henceforth constitute the entire and only Agreement between the Government and the Union and shall supersede any and all prior agreements, amendments, addenda, exchange of letters, correspondence and written understandings entered into between the Government and the Union by virtue of the said Agreements on any subject matter dealt with in this Agreement.

- 4.2 This Agreement shall be governed, construed and interpreted in accordance with the Laws of Malta, and, in particular, the recruitment, engagement, appointment, career progression and functions of all personnel covered by this Agreement shall be subject to the provisions of the Constitution, the Education Act (Cap. 327) and related Subsidiary Legislations or replacements of any such legislations, and the regulations and procedures of the Public Service Commission wherever applicable.
- 4.3 In claiming a qualification or a comparable qualification for the purposes of any recruitment, appointment, promotion, benefit or allowance provided for under this Agreement, it shall be the responsibility of the claimant to support, as required, by original certificates and/or testimonials, qualifications claimed, and in the case of qualifications awarded by recognised further and higher educational institutions to produce a recognition statement on comparability of qualifications issued by the designated and/or competent authority at law.
- 4.4 All grades established within this agreement are to be considered as substantive grades.
- 4.5 Successful applicants who are admitted to any grade stipulated in the Grading Structure in clause 23.1 of this agreement on the grounds of possession of an MQF qualification will not be eligible for a qualification allowance as per PSMC provisions in force from time to time.

- 4.6 All employees covered by this Agreement shall be bound by the Malta Public Service Management Code, the provisions of the Public Administration Act directives and guidelines issued there under, OPM and Ministry of Finance circulars from time to time, the applicable Codes of Ethics, and, in the performance of the functions and duties provided for in the Education Act (Cap. 327) and related Subsidiary Legislations or replacements of any such legislations, shall be accountable to the respective Directors General or to any other education authority, entity, or officer appointed under the law.
- 4.7 In accordance with MOUs referred to in clause 4.1 above and any other agreements in force from time to time, all employees covered by this Agreement will be required to develop or have the necessary knowledge, competences and skills in the use of Information Communications Technology (ICT). This with a view to ensure that employees governed by this agreement can make effective use of the technology provided in their workplace. All teaching grades may be required to follow courses during the agreed periods as per clause 17 of this agreement that help them acquire the expected ICT skills.
- 4.8 All employees covered by this Agreement shall assume all the duties as provided for in the terms of reference and job descriptions as established, from time to time, by MEDE. Any changes to job descriptions shall be carried out in consultation with the Union. It is being agreed that MEDE shall, in consultation with the Union, shall endeavour to produce a manual of job descriptions within six months from the signing of this agreement.
- 4.9 Whilst MEDE has the obligation to ensure the wellbeing of all staff covered by this agreement, all teaching grades are expected to ensure the health and safety wellbeing, including emotional and physical safety, of all learners. Moreover, all educators shall nurture the values of love and respect towards oneself, others and the environment, broadening the student's knowledge and understanding of the world around him/her and the ability to respect diversity.
- 4.10 Unless stipulated otherwise in this Agreement, a year of service for teaching grades serving in schools shall be taken to be the equivalence of a whole scholastic year, provided that fractions of scholastic years can be added up together.

- 4.11 MEDE shall seek at all times to recruit and engage in the respective grades and positions personnel with not less than the minimum qualifications stated in this Agreement. Provided that, in the case of vacancies of posts, not being posts of a promotional grade, where not enough eligible applicants would have either applied or been found suitable for the post, MEDE may, save as otherwise provided for in this Agreement, engage, Supply and/or Retired basis persons who are best qualified and fit to perform the required duties.
- 4.12 In cases where a vacancy exists due to employees on leave from service, the management may opt to issue a definite contract. Persons who are successful in the interview for the post of teacher and are offered a definite contract to fill in temporary vacancies, shall henceforth be Temporary Teachers on acceptance. Temporary teachers will be placed on the minimum of scale 9 and will be entitled for the teachers' allowance and/or works resources as applicable and established in the section within this agreement entitled *Allowances*. Provided that temporary teachers may be asked to perform Form Teacher duties and/or other duties as defined in the section on *Student Pastoral Care*. Provided further that if a permanent vacancy arises Temporary teachers may be offered the possibility to progress to the grade of teacher on an indefinite contract in accordance with Public Service regulations.
- 4.13 In order to meet the exigencies of the service and issues that may arise from time to time such as back-to-back contracts, MEDE may issue calls for applications on a definite contract basis for staff on different grades covered by this agreement. The criteria shall be as established in this agreement and selected officers shall be placed on the equivalent entry salary scale for the particular grade. Such employees shall benefit from incremental increases, work resources and allowances in line with this agreement, irrespective of the nature of their contract. Employees on a definite status shall only be eligible for indefinite status upon satisfying the provisions established in the Memorandum of Understanding signed on 26th May 2009 and its subsequent revisions.
- 4.14 In cases where MEDE does not fill the vacancies, calls for applications may be issued with entry requirements as established in MOU signed on the 26th May 2009 and its subsequent revisions.

- 4.15 The Government and the Union are in agreement that under particular circumstances and according to the exigencies of the service, teaching grades may request or be offered by the management the opportunity to work on a reduced hour basis.
- 4.16 Where working conditions emanating from compulsory or non-compulsory schooling programmes for teaching grades governed by this agreement are not captured in the provisions of this agreement, shall be regulated by further provisions established by the management in agreement with the Union.
- 4.17 Signatories agree to meet in order to finalize at the earliest the methodology that needs to be adopted to bring into force the agreed principles in this document.

5. Provisions for Reversion and Lateral Movement for Education Grades

- 5.1 The respective eligibility criteria established for every grade in this agreement will also take into consideration all previous years of satisfactory service in the relevant grades and qualifications accrued by applicants. Thus, it will make applicants possessing accrued requirements, eligible for any post, following a call for application as stipulated in this agreement. As such, service in higher or equivalent roles at the time of application, which may include roles not regulated by this agreement, will not exclude potential candidates in applying and gaining eligibility for equivalent and/or lower grades regulated by this agreement. Furthermore, teaching grades governed by this agreement may apply to revert back to a grade previously occupied by the incumbent and management will consider favourably, following a successful colloquium, provided that;
- (i) A real vacancy exists, and;
 - (ii) Incumbent participates in an induction programme for the reversion grade if incumbent has been occupying the current post for more than three full scholastic (3) years.
- 5.2 Promotions will include a trial period, or any other relevant instrument regulated by the relevant legislation in force from time to time, of one year or of any period less than one year as established by the management.

5.3 Where an officer ceases to perform his/her respective duties on medical grounds and is assigned alternative duties or a light load by decisions of a medical board, any such period of service shall be reckonable for yearly increment and progression from one scale to a higher scale in the Public Service. Furthermore;

- (i) Employees on light duties shall retain their Salary Scale and shall progress in their normal course, and shall benefit also from the allowances pertaining to the grade of the incumbents. The Works Resources Fund shall be paid to the employees on light duties on a pro-rata basis.
- (ii) Employees on alternative duties shall retain their Salary Scale and shall progress in their normal course, but shall cease to benefit from any allowances tied to the grade of the incumbents.

6. Leave Entitlement for Education Grades

6.1 Unless otherwise stated, Heads of School and all staff pertaining to the education class covered by this agreement except for the Education Officer who shall be subject to general service grades conditions of work, may avail themselves of up to 31.25 hours of leave which includes statutory emergency leave. Provided that:

- i. All special leave is subject to the approval of the line manager.
- ii. Special Leave can only be availed of in periods of not less than 30-minute blocks.
- iii. A full day special leave shall be equivalent to the actual duration of the school day in question (full days equivalent to 5.5 hours, whereas half day special leave shall be equivalent to 3.75 hours), excluding mid-day break time.
- iv. All Leave exceeding one day needs to be requested at least three (3) school days in advance unless one invokes a special humanitarian reason, and shall require approval by the line manager (typically the Head of School). It shall be approved on a first-come-first served basis and as long as the line manager is confident that business continuity shall not be disrupted beyond reasonable levels.
- v. Hours requested back-to-back with any national/public holiday and/or school recess and/or combined with Unpaid Leave shall be approved as long as the Head of School is confident that business continuity shall not be disrupted beyond reasonable levels.

6.2 For the purpose of maternity leave only, the whole month of August shall be considered as block annual vacation leave. It is hereby also being clarified that any Maternity leave overlapping with the month of August shall be compensated for and utilised, back-to-back, once the maternity leave is exhausted.

6.3 Time in lieu shall need to be availed of within the same scholastic year for hours accumulated in the first two scholastic terms and up to the end of the calendar year for hours accumulated in the third scholastic term.

7. Paid Study Leave

7.1 Further to the above provisions, MEDE shall continue to run on an annual basis the Paid Study Leave Schemes known as Scheme A and Scheme B. The Schemes shall be run as per agreement entered into between the Government of Malta and the MUT on 9th March 2015 or as mutually agreed by the same parties in the future.

8. Mobility & Bridging Provisions

8.1 It is hereby being clarified that the Bridging Agreement signed between the Government of Malta and the Union on 26th September 2013 and the Agreement to Facilitate Mobility for Educators between Licensed Schools signed between the Government of Malta and the Union on 29th July 2015, shall form an integral part of this document. The applicability of the Bridging Agreement shall, on a notional basis include also teaching grades covered by this agreement employed prior to 26th September 2013, but this date shall be taken into consideration as the first day for their payroll computational purposes. Furthermore, MEDE commits to extend the mobility agreement intended to facilitate mobility of educators amongst sectors to all teaching grades covered by this agreement.

Part III – School Life

9. The School Year

- 9.1 Unless otherwise stated, in terms of working conditions, the clauses hereunder shall be applicable to all grades identified in the Grading Structure in clause 23.1 below, except for the Head of Department - Prefect of Discipline and the Education Officer who shall be subject to general service grades conditions of work.
- 9.2 The scholastic year for both students and teaching grades governed by this agreement, shall mean the 12 months from 1st September till 31st August and shall be split into three scholastic terms and 5 recesses as defined hereunder:
- (i) The 1st Scholastic Term: from the fourth Monday of September till the last school day preceding the 23rd December, all of which shall be full school days.
 - (ii) The First Mid-Term Recess: the first three (3) school days in November adjacent to the adequate weekend;
 - (iii) The Christmas Recess: from the 23rd December to the 6th January both days inclusive;
 - (iv) The 2nd Scholastic Term: from the first school day following the 6th of January till the last Tuesday preceding Easter;
 - (v) The Second Mid-Term Recess: Monday and Tuesday preceding Ash Wednesday;
 - (vi) The Easter Recess: from Wednesday preceding Easter and Wednesday following Easter, both days inclusive;
 - (vii) The 3rd Scholastic Term: from Thursday following Easter till the last school day preceding the 30th June. Provided that Public Holidays falling on weekends and awarded to Public Officers by Central Government as additional entitlement of vacation leave, shall be compensated by additional day/s given consecutive to the end of Easter recess, up to a maximum of two (2) days per year;
 - (viii) The Summer Recess: for teaching grades in scholastic year 2018/2019, from the 7th July till the week day preceding the fourth Monday of September. Provided that learners shall start their recess on 30th June and return to school Wednesday subsequent to the fourth Monday of September. Subsequent scholastic years shall be determined in agreement between MEDE and MUT.

- 9.3 The total working hours for a scholastic year, for grades specified in clause 9.1, unless otherwise stipulated, will be worked on the formula based on the duration of the scholastic year as per clauses contained within this section. Schools shall ensure adherence to, the annual minimum learning time entitlement at the different cycles (Early, Junior and Secondary cycles) issued annually by the Directorate for Quality and Standards in Education (DQSE), or the designated regulatory authority at the time, reflecting its established range of minimum number of hours of learning time entitlement.
- 9.4 The learners' school year shall be defined as per clause 9.2 above with the exception of when a school is holding Community of Professional Educators (CoPE) sessions (as determined in clause 17, in particular clause 17.2, for a maximum of 40 hours per scholastic year), 28 hours of which may not be considered as school time for learners.
- 9.5 Signatories agree that every member of staff pertaining to the grades covered by this agreement, shall attend one (1) after-school Parents' Afternoon/Evening of three (3) hours at no extra remuneration but compensated in time off in lieu on the same working day. There shall also be a Parents' Day based upon a full school day and during school hours. Schools shall communicate the dates of these Parents' Meetings to all stakeholders a minimum of forty (40) working days before they shall be actually held. No lessons shall be held by teachers and for learners at the time they are engaged in the Parents' Day.
- 9.6 One Prize Day/Celebration Day can be organized after school hours, and teachers shall be required to attend for the whole duration of the event. It is understood that the school day for learners and employees on the day, shall terminate three hours before the closing time of the school, provided that if the event takes over three (3) hours the extra hours will be compensated in time in lieu. Schools shall communicate the date of the Prize/Celebration Day to all stakeholders a minimum of forty (40) working days before it shall be actually held.
- 9.7 The Head of School supported by the members of the Senior Management Team, as may be applicable, will need to ensure the smooth and effective opening of the school.

10. The School Day

- 10.1 The duration of a full school day, including fifteen (15) minutes mid-morning break but excluding mid-day break shall be of 5.5 hours a day in schools within the Early and Junior Years cycles (i.e. 27.5 hours per week on a five-day week). Provided that the mid-day break shall be of thirty (30) minutes duration . Provided further that all working/school days shall be full days except the first two (2) working days before the fourth Monday of September (preparation days for teaching grades) and as from the first working /school day in June till the 6th of July. The duration of a half school day, including fifteen (15) minutes mid-morning break shall be of 3.75 hours per day in Early, Junior and Secondary Years cycles (i.e 18.75 hours per week on a five-day week).
- 10.2 Schools within the Secondary cycles and schools of a specialised nature may have a longer school day as may be established by MEDE in agreement with the Union. Provided that in such cases the school day shall in no case be shorter than 5.5 hours a day and not be longer than 6.5 hours a day including the fifteen (15) minutes mid-morning break. Provided that the mid-day break shall be not less than thirty (30) minutes and not more than forty (40) minutes duration. Teaching grades shall be compensated as follows:
- i. Teachers and the Senior Management Team (SMT): time off premises equivalent to the difference between 27.5 hours and the learner hours per week excluding mid-day break. Provided further that:
 - a. when the scheduled time off premises falls on a school/public/national holiday the teacher/SMT shall not be eligible for compensation in any other form;
 - b. when a teacher/SMT cannot avail her/himself of the time off premises due to some school event for which s/he cannot be exempted from attending (eg. Management-driven CoPE session) s/he shall be compensated by converting the hours into time in-lieu.
 - c. the SMT shall endeavour to make provisions for teaching grades to avail themselves of the time off premises equivalent to the difference between 27.5 hours and the learner hours per week excluding mid-day break, in afternoons, as long as the time-tabling allows for such a provision or it is differently agreed between concerned parties.

- ii. Learning Support Educators (LSEs) shall receive financial compensation at par with their salary for the minutes worked over and above the established 27.5 hours.
- iii. Learning Support Educators on a full time one-to-one supervision shall be entitled to the statutory fifteen minute break, whilst also ensuring that there is continuity of needs of the child under their supervision. This provision shall also apply for all Learning Support Educators deployed in Resource Centres.

For the purposes of calculating the number of hours the mid-day break shall not be taken into consideration as working time.

- 10.3 It is the prerogative of Ministry responsible for Education, in agreement with the Union, to decide the official opening and closing time of each school between 07:30 and 08:45 hours (starting time) and between 13:45 and 15:30 hours (closing time). In the case of Resource / Learning Support Centres the start time may not be later than 09:00 hours and closing time may not be later than 15:00 hours.
- 10.4 All staff pertaining to the education class represented in this agreement and performing duties in a College/School shall sign-in not later than ten minutes before the official school opening time for the learners. The additional ten minutes non-contact time per day is also part of the official working hours of such grades.
- 10.5 Parties recognise the significant investment by the Government in information and communication technology, widening and enhancing opportunities for communication among the different school community members (management with educators, educators with educators, educators with learners, educators with parents etc...). Whilst acknowledging the need for professionals to actively and regularly engage with digital tools, including means of communication (emails, social media or other e-platforms, messaging, etc...), signatories pledge that this will be done within a framework which acknowledges and respects the wellbeing of all, ensuring practices are considerate respectful towards the right of individuals for personal and private time.

11. Kindergarten Intake

- 11.1 Kindergarten children will be admitted in Kindergarten 1 either on the 1st Monday/ Tuesday/Wednesday of October or on the 1st Monday/Tuesday/Wednesday of February provided that the child would have attained three years of age by end of December for the October intake and by end of April for the February intake. Pupils transferred or registered after the beginning of October should be admitted with the next February intake and those after the beginning of February should be admitted with the following October intake. Heads of School responsible for Primary Schools may decide to stagger the entry of KG children within reason during the first two days of school according to the exigencies of the service and the best interest of the children concerned. By way of providing a smoother and less traumatic induction in school KG1 classes will also end school before the start of the second break for the first week of schooling. Children who enter in October in Kindergarten 1 will progress to Kindergarten 2 at the beginning of the following scholastic year. Those who enter Kindergarten 1 in February will, during the following two years, complete Kindergarten 1 and Kindergarten 2 and then proceed to Year 1 with their peers.
- 11.2 Similarly, Kindergarten children will be admitted in Kindergarten 2 either on the 1st school day of October or on the 1st school day of February provided that they would have attained four years of age by the end of December or by the end of April of the current scholastic year.
- 11.3 Students who on an exceptional basis deemed justifiable by the management are required to be admitted outside of provisions stipulated in clause 11.1 and 11.2 above, shall be catered for by induction classes until the next applicable date of intake.

12. Contact and Non-Contact Time

- 12.1 All staff pertaining to the education class represented in this agreement and whose job description includes, sine qua non, timetable defined contact hours are required to observe such timetable up to a maximum of 27.5 hours per week. Provided that in the case of:

- (i) Heads of Department, the teaching load will consist of a maximum of 10 lessons which do not exceed 8 hours in total per week, and will not be assigned any cover lessons beyond this limit;
- (ii) Teachers at Secondary Schools, the teaching load will consist of a maximum of 24 lessons plus 1 cover lesson, and the total contact hours (the mix of lessons and cover lessons) shall not exceed 19.5 hours per week, out of which 2.2 hours shall be reserved for two subject, or other school/professional-related meetings. Provided that in exceptional cases arising out of timetable exigencies, the teaching load will consist of a maximum of 25 lessons. Provided further that teachers in Secondary Schools will be responsible for not more than 4 different schemes of work/sets. Every additional scheme of work shall result in the reduction in load of one lesson per week, on condition that no teacher will have more than 6 schemes of work/sets assigned. Furthermore, management shall ensure that teachers shall have one lesson a day as non-contact time and another lesson which may be utilized for cover lessons;
- (iii) Teachers at Primary Schools, including subject-specialist teachers in the Primary, the contact hours shall not exceed 25 hours (progressively as portrayed in Annex I – *Implementation Timeline for the Major Agreement Measures*).

12.2 All non-contact hours for Teachers in the Primary including both Class teachers and Subject Specialist teachers in the Primary cycle, resulting from the above shall be considered as on-site working-time to be utilised for activities such as the execution of administrative, curricular and professional functions including attending any meetings for up to 60 minutes per week that may be required whether at the respective school or elsewhere as directed by management.

12.3 For non-compulsory schooling years, all Kindergarten Educators and Teachers serving at Kindergarten level, shall be entitled to 60 minutes per week of non-contact/curriculum time as from scholastic year 2018/2019 to reach a maximum of 90 minutes per week of non-contact/curriculum time from scholastic year 2019/2020. This time shall be covered by Learning Support Educators or Kindergarten Educators Relievers (who may include Students performing practicum as part of further and higher education studies in a related area), and if required classes may be joined, provided student population will not exceed the maximum permissible population and/or learner to practitioner ratio established in Maltese legislation.

12.4 During periods officially designated as whole school and/or national examination periods the above arrangements may have to be suspended either partially or in full depending on the prevailing logistical demands.

13. Break-time

- 13.1 All Learning Support Educators, Kindergarten Educators, Teachers, Heads of Department and Assistant Heads of School directly deployed in schools and whose line manager is a Head of School/Learning Support Centre Coordinator are required to perform mid-morning break supervision which shall be shared equitably amongst them on a roster basis defined by the Senior Management Team (SMT), ensuring that a staff to student ratio of 1:40 is maintained (hence assigning a staff member for every 40 students or part thereof).
- 13.2 Grades mentioned in clause 13.1 shall on a voluntary basis perform midday break supervision duties which shall be remunerated at an hourly rate equivalent to 1/904 of one half of the minimum basic salary point of scale nine i.e. (Minimum of Scale 9 x ½ ÷ 904).
 Provided that the same 1:40, staff member to students, ratio is guaranteed and in cases where not enough staff is available to cover this established ratio, teaching grades will be required to engage in such a roster and be remunerated accordingly.
 Provided further that schools shall first endeavour to cover mid-day break supervision duties from amongst volunteering educators, any other remaining vacancies may also be offered to non-teaching grades.
- 13.3 Schools shall endeavour to organize activities during the mid-day break and shall be given an increased complement as additional supervision points (placements) to cover such activities, specifically being assigned a supervising member of staff for every activity. Provided that each student is entitled to one (1) activity per week and activities would have an average of fifteen (15) participating students, the number of mid-day break activities entitled to each school is obtained by dividing the respective school's student population by 15, to reach the total number of activities per week, then by five (5) and rounded up for the number of activities, hence the entitled additional supervision points, per day.

- 13.4 Heads and Assistant Heads of School shall, on a roster basis, undertake overall mid-day break supervision sessions daily, over and above the number of teaching grades required in each school. The overall supervision shall be undertaken as follows:

Up to 150 students	1 overall supervisor
151 - 400 students	2 overall supervisors
401- 700 students	3 overall supervisors
701- 900 students	4 overall supervisors
901+ students	5 overall supervisors.

Provided that every Head of School shall be entitled, if s/he so opts, to undertake overall mid-day break supervision daily over and above the complement herein established.

- 13.5 LSEs assigned to students with a full time one-to-one statement of needs shall always be required to perform both mid-morning and mid-day break supervision duties with the student under their care and shall be remunerated accordingly. LSEs shall be entitled to a daily fifteen minutes break time and shall be scheduled in agreement between the line manager and the same LSE. When the student is absent from school, the LSE shall be assigned supervision duties where required by management. Furthermore, when the LSE is absent from school, the full time one-to-one learner's needs shall be met by other LSEs through a schedule drawn up by the management, whenever this is possible.
- 13.6 All grades defined in clause 13.1 may be offered the opportunity to perform Early Arrival or Dismissal Supervision duties and shall be remunerated on the same mechanism regulating the mid-day break supervision, in force from time to time. The ratio that schools shall be assigned as supervision points during Early Arrival and Dismissal Supervision shall be that of 1 Educator is to 50 students using school transport.
- 13.7 During Educational visits out of the school premises, teaching grades shall be assigned supervision duties of learners on a ratio of 15:1 provided that there shall be always a minimum of two teaching grades accompanying the group.

13.8 The above clauses in section 13 apply also to teaching grades engaged on a definite contract including those engaged as Supply.

14. Learner Population

14.1 The Student Population in the class is dependent on the learners' educational needs and according to the professional judgement of the school's senior management team. It is being recognised that there is no one-size-fits-all in classroom composition and this might vary depending on the needs of the classroom. MEDE is to endeavour in keeping as close as possible to the National Minimum Conditions as per provisions stipulated in the legal notice for the said National Minimum Conditions for all schools and any subsequent amendments.

14.2 The student population shall not exceed fourteen (14) learners in Kinder I and nineteen (19) learners in Kinder II.

14.3 Provided that when;

- (i) the Kindergarten Educator/KGEC teacher is absent, and a reliever is not available, the number of learners may increase to fifteen (15) and twenty (20) respectively;
- (ii) the class has at least one (1) student with a Statement of Needs the student population shall not exceed twelve (12) learners in Kinder I and sixteen (16) learners in Kinder II, unless the above provision is required to prevail;
- (iii) a class is composed of learners from Kinder I and Kinder II the class population shall reflect that of the Kinder I classes;
- (iv) when two groups share the same room, the number of children shall not exceed twenty two (22) in the case of Kinder I and thirty (30) in the case of Kinder II.

14.4 The student population in Years 1 to 6 shall not exceed twenty eight (28) learners.

14.5 Provided that:

- (i) when the class has at least one (1) learner with a Statement of Needs, the student population in class shall not exceed twenty four (24);
- (ii) in Primary Schools, classes and/or groups for PSCD in Years 1 to 6, shall not exceed sixteen (16) learners.

14.6 The student population in Years 7 to 11 (Forms 1 to 5) shall not exceed twenty six (26) learners per class.

Provided that:

- (i) Classes catering for mixed-ability learners, hence at attainment levels 4-5, 5-7, 6-7 and 7-8/9, shall not exceed twenty four (24) students per class, provided that in exceptional cases the number of students can increase to twenty five (25);
- (ii) Classes catering for learning at attainment levels 7-8/9 shall not exceed twenty four (24) students per class, provided that in exceptional cases the number of students can increase to twenty five (25);
- (iii) Classes catering for learning at attainment levels 6-7 shall not exceed twenty four (24) students per class;
- (iv) Classes catering for learning at attainment levels 5-7 shall not exceed twenty (20) students per class;
- (v) Classes catering for learning at attainment levels 4-5 shall not exceed thirteen (13) students per class;
- (vi) Classes catering for subjects having a strong hands-on component and/or taught in a Lab or Workshop shall not exceed sixteen (16) students per class. These shall include, but may not necessarily be limited to, Art Option, Biology, Chemistry, Computing, Design and Technology (D&T), Home Economics (HE), Integrated Science, Personal, Social and Career Development (PSCD), Physical Education (PE) Option, Physics, and all Vocational Education and Training (VET) subjects. Provided that ICT shall be taught as whole classes in Years 7 and 8 (Forms 1 and 2) and in groups of not more than sixteen (16) students in Years 9 to 11 (Forms 3 to 5);

14.7 In Learning Support Centres, Educational Hubs and Resource Centres the student population per class shall not exceed 8 learners, and in migrant induction classes the student class population shall not exceed 15.

14.8 Provided that for all subjects at the Secondary level, requiring a laboratory/workshop setup the number of learners shall not exceed sixteen (16) learners in normal circumstances and seventeen (17) learners if a new learner is admitted after the start of the scholastic year as approved by the Head of College Network.

15. Teaching, Learning and Assessment

- 15.1 Ongoing Assessments - In the Early Years and in Junior Year 3, assessment is to exclusively take the shape of teacher/learner-based, formative, ongoing assessment with a cumulative trimester reporting on broad competences. In the Early Years, learners' progress should be recorded and reported in a qualitative manner as determined by management, from time to time, in agreement with the union. Ongoing assessment by class/subject/area teachers is to be compiled in the learner's folder (cumulative documented collection of evidenced learning outcomes being achieved by the learner) continue throughout all years up to the end of the Secondary and Upper Secondary when national assessment at MQF 4 evolves to embrace the learning outcomes approach. The recording of these outcomes for reporting purposes, will be performed manually by a cut-off date that is not earlier than fourteen (14) working days and not later than seven (7) working days preceding the end of each term, or the start of the exam period where applicable, and be submitted to the school's SMT, until such time that an online system would be made available and its use agreed upon with the Union, in which case digital recording and submission of outcomes would replace the manual recording and submission. Provided that, whereas all learners shall receive three feedback reports (one per Term), Year 11 (Form 5) students, shall receive similar feedback reports for the first two terms and the evolved End-of-Secondary Education Certification following completion of the third term.
- 15.2 Summative assessment - In Years 4 to 11 (Form 5), schools shall replace school-based half yearly examinations with varied modalities of teacher-led ongoing assessment, but will retain school-based annual examinations (written/oral/aural/practical as may be appropriate) that shall be held in June. The Education Assessment Unit (EAU) will continue to set exam papers/tools for all subjects at all levels offered and examined in the Junior and Secondary Years' Cycles in State Schools. For the first five scholastic years of implementation of this agreement (2018/2019, 2019/2020, 2020/2021 and 2021/2022 and 2022/2023), all State Schools will avail themselves of papers issued by the EAU for all examinable subjects. As from 2023/2024 onwards, schools will start availing themselves of papers issued by the EAU ensuring that all subjects at the different levels are covered over a cycle of three (3) years with the remaining subjects being catered for by the respective schools. In particular circumstances, and given clear justifications, the Management may decide that specific schools would need to cover all exams with Papers produced by the EAU. Upon request from teachers and schools, the respective Head of College Network will facilitate clustering of schools for such purposes, which may be within as well as beyond the College. Examination papers, or relevant assessment tools, shall be set by Heads of

Department, Education Officers and/or Teachers and be presented word processed in digital format in Maltese or English as may be applicable, to the school's SMT not earlier than sixty (60) working days but not later than forty (40) working days prior to the start day of the examinations period. Marked scripts shall be returned within six (6) working days from the date of the respective examination. In the Primary Cycle, the compilation of the exam paper shall be coordinated by the designated Assistant Head of School or any other official within the office of the Head of College Network whose responsibilities include curricular matters (teaching, learning and assessment).

- 15.3 In preparation for the exam component of the national assessment at the end of Secondary Schooling held in May/June, Mock examinations for Year 11 (Form 5) learners shall be held in February. The same parameters for annual School or College exams in the preceding clause (15.2) apply.
- 15.4 The working days in July shall be reserved for the correction of scripts and reporting of assessment.
- 15.4 MEDE commits itself that in cases where additional supervision capacity is needed, additional invigilators will be provided to the schools by MEDE. Both parties also agree that discussions will commence to improve the current practices related to access arrangements during the examinations referred to in section 15.
- 15.5 All components, including, but not limited to the controlled summative assessment, of the national assessment of learning model being adopted for the respective subjects and which shall lead to national certification (Secondary Education Certificate – SEC) at the end of the Secondary Years in Year 11 (Form 5) will be administered at school by school staff (unless the physical resource required to perform an assessment is not accessible on the school's premises or to the school; such as for swimming practical exams – in which case location would be at an appropriate site, or insufficient human resources to cover all invigilation duties – in which case the school would be complemented by other human resources for the specific purpose).
- 15.6 The controlled summative assessment (examinations) at the end of Secondary (Year 11/Form 5), known as SEC, unless agreed by all parties, shall start not earlier than Monday of the last full week in May and end by not later than the last school day preceding the 30th of June. The ongoing assessment components of national assessment will be designed (on pre-defined broad outcomes set by the designated authority MATSEC and providing sufficiently guiding task exemplars to aid teachers in designing the on going-assessments and also making it possible to adopt these exemplars by the same teachers) and corrected by the respective

Heads of Department and/or Teachers engaged in the actual teaching whilst adhering to the quality assurance parameters and regulations set by the designated authority. The controlled summative component of the SEC national assessment will be developed, printed, distributed to schools, collected and corrected by the designated authority (MATSEC).

- 15.7 National Assessment at the end of the Secondary Years shall cover all subjects offered in the learner's curriculum as long as this emerges out of the Learning Outcomes Framework as set within the National Curriculum Framework, and/or has been endorsed by the designated authority responsible for national assessment (MATSEC) within parameters set by the DQSE, or the designated regulatory authority at the time. Furthermore, whilst the school SMT and teachers will be responsible for the internal quality assurance in adherence to regulations that will be established and may be updated from time to time by the designated authority for national assessment (MATSEC), the latter, in agreement with MEDE and the Union, will externally quality assure the process to ensure validity, reliability and rigour.
- 15.8 In the case of the National Assessment at the end of the Primary Years, examinable subjects will be limited to the core subjects, being identified as Maltese, English, Mathematics, and Science. The remaining subjects are to be assessed (including the development, administration, marking and reporting) in a more ongoing way at a School or College level. Any assessments, including examinations, need to remain relevant and realistic, allowing space for educators to practice their profession.
- 15.9 Learners will need to be presented with assessment tools that minimize barriers which might limit the learners' learning potential as per identified intended outcomes (for instance in the SEC national assessment, learners will be assessed and certified at MQF levels 1, 2, and 3), provided that within one cohort of learners (pertaining to the same school year) there can be no more than three different levels of assessment tools. Any further adaptation required for specific learners will need to be performed on the lowest level of assessment tool by the respective learners' teacher guided and supported by special educational needs practitioners (LSEs, HoDs Inclusion, Psychosocial Professionals etc.).
- 15.10 As part of the learners' right to access education, individuals may throughout their learning experience require specific support as deemed appropriate by educators or designated psychosocial professionals. This support, which may take various forms and be offered by the Teacher and/or the Learning Support Educator, is to be similarly offered to the learner during School/College/National ongoing as well as controlled summative assessment by the school staff, whilst safeguarding the

required quality assurance parameters that ensure the reliability and validity of the assessment.

16. Enhancing Inclusivity

- 16.1 At Kindergarten and Primary level, inclusion provision for all learners shall be catered for by the Teacher or Kindergarten Educator responsible for the class and supported by Learning Support Educators as may be required (officially authorised by the Management). Learners with one-to-one statement of needs shall be assigned the services of a Learning Support Educator each.
- 16.2 In Kindergarten 1 to Year 6, all groups/classes shall benefit further from the support of a Learning Support Educator provided that the student population per group/class exceeds:
- 12 learners in Kinder 1;
 - 14 learners in Kinder 2;
 - 18 pupils in Years 1 and 6;

This measure shall gradually come into effect at Kinder 1 level, and incrementally at the other consecutive levels in subsequent years as from September 2019, and subsequently rolled out as specified in Annex I – *Implementation Timeline the Major Agreement Measures* respectively.

- 16.3 At the Secondary Cycle, inclusion provision shall remain as per current practices for the duration of this agreement.

17. Developing a Community of Professional Educators (CoPE)

- 17.1 Signatories uphold the belief that active participation in Continuous Professional Development (CPD) may be a strong enabler for a high quality educational service provision and ensures that the teaching grades' professional status is nurtured. Through this agreement greater emphasis is placed on schools and individuals to seek the most appropriate professional development which best respond to the contextual, national and international needs with a particular focus on the respective communities' learners, educators, and educational leaders. The concept of CPD is being widened to encompass all development opportunities that nourish the creation of a Community of Professional Educators (CoPE), which includes all initiatives that facilitate professional discussion and growth amongst community members, such as school development planning sessions, continuous professional development and links with the internal and external community. All teaching grades rendering service in schools represented in this agreement are

required to actively participate in Management-driven CoPE sessions, and shall be encouraged to also take part in Self-sought CPD sessions (recognised by MEDE and/or accredited by a recognised authority).

- 17.2 Management-driven CoPE sessions shall include School Development Planning (SDP) and Continuous Professional Development (CPD) sessions. Management shall:
- (i) have at its disposition a maximum of 40 hours CoPE time (excluding the two (2) preparation working days (3.75 hours each day) preceding the fourth Monday of September) during normal working hours unless otherwise stated in this Agreement;
 - (ii) ensure that in utilising CoPE time it does not encroach on the officially established teaching and learning time;
 - (iii) dedicate no less than 12 hours out of the total 40 hours CoPE time to whole school development planning sessions;
 - (iv) ensure that during at least 12 hours out of the total 40 hours CoPE time per year, learners are to remain at school;
 - (v) strive to analyse the professional development needs of its professional community and meet such needs through CoPE time;
 - (vi) aim to reach a balance between locally (school) and nationally (central authority) organised CPD, balance of which would have to be determined before the start of the scholastic year;
 - (vii) inform the school community well in advance, not less than forty (40) working days, of dates identified for CoPE time.
- 17.3 All staff pertaining to the education grades represented in this agreement shall be encouraged to undertake self-sought CPD. Provided that these may be undertaken during/or outside normal on site hours.
- 17.4 Continuing Professional Development will be defined in its different modalities: school initiated face to face and/or online, self-sought face to face and/or online, as well as formation through self-reflection and peer-to-peer learning. It is understood that all hours claimed as part of the eighty hours need to be documented and endorsed by the Head of School.
- 17.5 Educators shall voluntarily compile a Form designed by MEDE in consultation with the MUT, (which may be digital and eventually be part of a new MIS), whereby all claims of self-sought CPD should be submitted/uploaded prior to the end of the scholastic year. This may include submitting/uploading of any related evidence, including authenticated certificates of attendance, letters from academic tutors and other relevant material.

- 17.6 Self-sought CPD recognised by MEDE may be of three (3) broad types:
- 1. Professional learning opportunities in a school / college setting;
 - 2. Professional learning opportunities based on externally designed programmes;
 - 3. Professional learning opportunities based on self-development.

18. Mentoring

- 18.1 Mentoring, interpreted as support to other colleagues through transfer and knowledge sharing, is part of any officer's duty and responsibility. Nevertheless, both parties agree that mentoring within a more controlled environment and within specific parameters, should be adopted in two specific scenarios,
- (i) curricular/pedagogical mentoring with Newly Qualified Teachers (NQTs),
 - (ii) curricular/pedagogical and/or general practice mentoring in support of Teachers experiencing challenging circumstances.
- 18.2 Mentoring, as a structured supportive mechanism, may have two complementary dimensions to it, namely the curricular/pedagogical and the general practice. The curricular/pedagogical dimension is related to the subject/area content, and/or related pedagogy, and hence, wherever possible, such dimension of mentoring is to be dealt with by specialists in the subject/area, particularly HODs or teachers experienced in the subject/area. On the other hand, the general practice dimension which may include classroom management and/or work ethic, ought to be addressed through mentoring offered by an identified experienced teacher, who may be more knowledgeable on school life. Teachers who have successfully completed the recognised teacher mentoring programmes as determined by management from time to time, will be requested to perform such mentoring duties, whereas teachers not in possession of such certification will need to express their interest to be considered favourably for such duties.
- 18.3 Signatories agree that the Mentoring of Student Teachers is a highly valuable mechanism that may aid in fostering the continuity and strengthening of the profession through a distinct contribution by practitioners selected by the Initial Teacher Training (ITT) organisation, typically, but not necessarily exclusively, by the Faculty of Education (University of Malta), in consultation with the Management, and compensated by the same ITT organisation (i.e. the University of Malta or the respective body). Hence, Student Teacher Mentoring, which forms

part of the ITT programme, is not regulated by this agreement and no reference to mentoring within this section is to be associated with it.

- 18.4 Mentors shall be identified by the line manager of the member of staff concerned by using the parameters set out in clause 18.2, one's own professional judgement and by ensuring that a mentor is at least at the same grade of the mentee. The time a mentor spends in class with the mentee shall be considered as a special duty and a contact-time. Provided a mentor shall have no more than two mentees at any point in time and that for each mentee, a mentor who is a teacher at the Secondary/Upper Secondary cycles or a Head of Department shall have two lessons accredited as contact time per week, unless otherwise directed by the Directorate for Educational Services. In the case of such teachers at the Primary cycle, they shall be replaced by a subject/area specialist teacher to allow observation of lessons and/or feedback time with the mentee. It is understood that observation and feedback sessions shall not exceed a total of ten hours per term.
- 18.5 A mentor cannot serve for more than one scholastic year with the same mentee unless mutually agreed.
- 18.6 All newly recruited staff pertaining to the education grades represented in this agreement are expected to participate actively in the induction process. The period of engagement prior to the award of the warrant/licence/registration, as may be applicable, is for the purpose of this agreement to be considered as the foundation years which may necessitate particular training, including the induction program. The induction process shall have two (2) components:
- a. Supportive Component:
 - i. Supportive through mentoring, identified as scenario (i) in clause 18.1 above, and
 - ii. 6 hours which may be out of school hours in September organised by the DES for all new recruits within the MEDE with an additional 3 hour session in July to close the induction process.
 - b. Appraisal Component:
 - i. PMPDP (agreed document in use) for new recruits in the grades of Learning Support Educators, Kindergarten Educators and Teachers at the different levels.
 - ii. Class visits by the Education Officer / HOS or delegated A/Hd. Provided that in case of disagreement by the appraisee on the verdict the appraisee may request the intervention of the Director Education Resources who may appoint a third Education Officer or the Head of College Network for an independent opinion. Further provided that in

terms of confirmation if no decision is taken at the close of the first year of employment the officer concerned will be automatically confirmed without further appraisal.

19. Student Pastoral Care

- 19.1 Student pastoral care shall involve the giving of personal advice and support to students on the part of a teacher as opposed to simply teaching them.
- 19.2 In the Early Years and Primary cycles this role shall be performed as a special duty by the class Kindergarten Educator/Teacher for all the learners in the respective class.
- 19.3 At the Secondary and Upper Secondary cycles teachers shall be required to undertake student pastoral care duties as part of the Role of Special responsibility as Form Teacher. Every Form Teacher shall be assigned a Home Class whose students s/he shall be following more closely from a pastoral holistic perspective.
- 19.4 At the secondary / upper secondary level, all teachers may be appointed as Form Teachers following an internal expression of interest at school/College level. In the absence of sufficient applicants to cover all classes, the College/School Management may appoint Form Teachers from amongst all teachers within the respective school, ensuring that these duties are distributed in a just and equitable manner amongst staff members at a particular year as well as over the years. The Form Teacher responsibility shall be compensated as one lesson per week in their contact time loading, including for any curricular, administrative and pastoral tasks that may need to be undertaken, which shall no longer include contributions to the Secondary School Certificate and Profile (SSC&P) unless related to the formal educational component.

20. Posts of Special Responsibility

- 20.1 Guidance Teachers - While taking into cognisance the development and evolvment of a professional student support service, and until otherwise directed by management, colleges and schools shall be provided with a supplement of five hours of guidance services per week for every 100 learners or part thereof. These services shall be provided by Guidance Teachers who shall be laterally deployed as such, following an internal call for application giving a marked preference, which

may not be less than 20 percentile points from across the assessment criteria, to teachers who have a qualification at least at MQF level 5 in a related area, as determined by management from time to time. In case of any remaining vacancies, MEDE in agreement with the Union reserves the right to issue a further internal call open to all teachers, giving a marked preference, which may not be more than 10 percentile points from across the assessment criteria, to teachers who have more than five years of teaching experience, distribution of such 10 percentile points reflecting the additional years of teaching experience the candidate possesses over and above the five years. While Guidance Teachers at the Secondary cycle shall retain at least a teaching load in their respective subject, not exceeding eight (8) hours up to a maximum of ten (10) lessons per week, Guidance Teachers from the Primary cycle shall have a maximum teaching load of eight hours per week as cover lessons, including but not limited to 21st century skills, well-being and personal growth. Guidance Teachers falling within a College shall be required to provide guidance services across the College Primary Schools for transition purposes and/or to cover lack of Primary/Secondary Guidance Teachers as directed by the Head of College Network. Guidance Teachers hailing from the Secondary cycle shall be exempted from taking cover lessons but shall dedicate all contact time, except for the hours required to teach the respective subject, for guidance services in direct contact with learners.

20.2 Health and Safety Teachers - MEDE in consultation with MUT, shall endeavour that by not later than the end of the scholastic year following the signing of the agreement, commission a recognised professional body to ensure full adherence to Health and Safety legislation, in respect of all employees deployed at schools, the learning community and all third parties on school premises. Henceforth, Health and Safety teachers in Secondary schools shall focus entirely on health and safety awareness. Secondary schools shall be entitled to 5 hours of Health and Safety Awareness time per week. Health and Safety Teachers serving in Secondary Schools shall be required to provide health and safety awareness sessions, apart from their assigned respective subject, as directed by the SMT, which in any case may not exceed the maximum load of a teacher. Concurrently, other Health and Safety teachers in service shall be redeployed at College Level, to provide health and safety and first aid awareness. Henceforth, MEDE shall no longer deploy/replace teachers within this service.

20.3 College Health and Safety Representative – In accordance with the Health and Safety Act (Act XXVII of 2000 article 6(4)) and subsequently in Legal Notice 36 of 2003), and any subsequent revisions, the role of Health and Safety Representative as described by the legislation is being agreed upon. The College Health and Safety Representative represents the interest of the workers and his/her role is distinct

from that of Health and Safety Teachers. Each College shall elect a health and safety representative. His/her rights and obligations are established by Legal Notice 36 of 2003. The College Health and Safety Representative shall have a maximum teaching load of 14 lessons (including replacements) provided that in cases where the multiple of a specific subject exceeds 14 lessons in the particular subject, up to two additional lessons may be assigned.

20.4 First Aiders - With the intent to enhance the effort to ensure the well-being of learners diagnosed with life-threatening conditions that have been communicated to the School and to further address emergency situations which might require the use of first aid in life-threatening situations, each School and Centre shall qualify for the identification of two (2) First Aiders from amongst teaching grades for such cases. In cases where such officials are not in possession of a valid First Aid qualification, the management obliges itself to offer the required training outside of school hours. These identified educators shall be remunerated additionally for this responsibility. In recognition of the responsibilities shed on the Head of School by the Education Act in force from time to time, in absence of a first aider in school, the Head of School may also take on the full role of First Aider and also benefit from the remuneration for this additional duty.

20.5 Teacher Librarian - Secondary/Upper Secondary schools shall be entitled to two hours of Teacher-Librarian Services time per week for every 100 learners or part thereof. These services shall be provided by Teacher-Librarians who shall be laterally deployed as such, following an internal call for application giving a marked preference, which may not be less than 20 percentile points from across the assessment criteria, to candidates who have a qualification at services in direct contact with learners. This may also include lessons in form of information literacy sessions. Teacher Librarians shall be assigned lesson loading not exceeding eight (8) hours and up to a maximum of ten (10) lessons per week. Teacher Librarians may also be required to provide library services in the College primary sector. Any new parameters affecting the working conditions of Teacher-Librarians are to be established in agreement with MEDE and MUT. Any other services to enhance library provision shall be over and above the established parameters.

20.6 Teacher-librarians shall open the library twice a week during the mid-day break, and shall be compensated with the midday break supervision, forming part of the pre-established ratio for break activity points during midday break. Furthermore, Teacher Librarians may request to perform additional supervision duties during the remaining mid-day breaks which shall also form part of the established ratio for break activity points during midday break.

21. Non-Compulsory Educational Institutions (VPA)

21.1 Given the uniqueness of the sector, and whilst taking cognisance of existing practises, the parties may formalize further such parameters through an exchange of correspondence.

22. Upper Secondary Education

22.1 Parties agree that provision in Upper Secondary Education shall follow current practices provided that any changes impacting on working conditions shall be discussed and agreed upon in a separate document between MEDE and MUT.

Part IV – Education Grades

23. The Grading Structure

23.1 The salary scale/grading structure for the Educational Class shall be as follows:

Nomenclature	Salary Scale
Head of School	5
Education Officer	5
Learning Centre Coordinator	6/5
Assistant Head of School	6
Head of Department	6
Teacher	9/8/7
Kindergarten Educator III	10/9
Learning Support Educator III	10/9
Kindergarten Educator II	12/10
Learning Support Educator II	12/10
Kindergarten Educator I	15/14/13
Learning Support Educator I	15/14/13

24. Learning Support Educator

24.1 It is the responsibility of the Learning Support Educator (LSE) to assist the teaching and learning process led by the Teacher, promoting independence and fulfilment of all learners, with or without a recognised statement of needs, in all learning experiences and contexts at all cycles (Early, Junior, Secondary and Upper Secondary Years) within the educational journey. The LSE is expected to collaborate closely, and be guided by the Teacher, and other professionals who may be supporting this endeavour within or beyond the classroom, under the leadership of the school’s Senior Management Team, also by engaging in the development of a Community of Professional Educators, including through School Development Planning. LSEs are required, as applicable, to perform duties which enable and/or support access to learning and assessment with:

- all learners in the class; or

- an individual learner on a full time one-to-one basis; or
- learners in Resource Centres.

24.2 Entry into the grade of Learning Support Educator III shall be open through a public call to persons in possession of a full MQF Level 6 qualification or higher, in inclusive education, or a comparable qualification, as determined by the competent authorities. Persons recruited in terms of this clause shall be placed in Salary Scale 10 as Learning Support Educator III upon entry and shall progress to Salary Scale 9 upon completion of five (5) years satisfactory service in the grade.

24.3 In the absence of applications from eligible candidates according to clause 24.2 above, and/or in the absence of successful candidates, eligibility for Learning Support Educator II shall be extended to holders of a full qualification at MQF Level 5 (for the sake of clarity, commonly referred to as Diploma) in facilitating inclusive education, as determined by the competent authorities. Persons recruited in terms of this clause shall be placed in Salary Scale 12 upon entry and shall progress to Salary Scale 10 on completion of five (5) years of satisfactory service in the grade. Furthermore, Learning Support Educators I and II who take the initiative to upgrade to a full qualification at MQF Level 6 or higher in the area of facilitating inclusive education (as specified in clause 24.2) on successful completion, will automatically progress into the grade of Learning Support Educator III in Salary Scale 10. Provided that years of experience in the grade of Learning Support Educator II shall be reckonable for such progression on a 4:1 basis (every 4 years in the grade of LSE II shall result in a deduction of 1 year for progression into Salary Scale 9).

24.4 In the absence of applications from eligible candidates according to clause 24.3 above, and/or in the absence of successful candidates, eligibility for Learning Support Educator I shall be extended to holders in possession of an award at MQF Level 5 (for the sake of clarity, commonly referred to as Certificate) in facilitating inclusive education, or a comparable qualification, as determined by the competent authorities and placed in Salary Scale 15. Persons recruited in terms of this clause shall progress to Salary Scale 14 on completion of five (5) years of satisfactory service in the grade and to Salary Scale 13 on completion of a further five (5) years of satisfactory service in Salary Scale 14. Furthermore, Learning Support Educators I who take the initiative to upgrade to a full qualification at MQF Level 5 in the area of facilitating inclusive education (as specified in clause 24.3) on successful completion, will automatically progress into the grade of Learning Support Educator II in Salary Scale 12.

24.5 As from the date of signing of this agreement, serving officers in the grade of Learning Support Assistant I shall automatically be assimilated in the grade of Learning Support Educator I in their respective salary scales. Furthermore, existing officers in the grade of Learning Support Assistant II shall automatically be assimilated in the grade of Learning Support Educator II on a notional basis, with the conditions as stipulated above. For the avoidance of doubt, this clause does not entitle to any payments of arrears.

25. Kindergarten Educator

25.1 It is the responsibility of the Kindergarten Educator (KGE) to take charge of providing appropriate, relevant, stimulating and engaging learning experiences for all learners under his/her care at kindergarten level as part of the Early Years Cycle. The KGE is expected to collaborate with other educators who may be supporting this endeavour within or beyond the classroom, under the leadership of the school's Senior Management Team, also by engaging in the development of a Community of Professional Educators, including through School Development Planning. In pursuing this mission, the Kindergarten Educator is to:

- keep abreast of developments in the Early Years Cycle, including but not limited to curriculum, pedagogy and recording/reporting of developmental progress;
- create optimal conditions which facilitate a child's holistic development according to guidelines provided by the national and local designated authorities;
- plan, create and evaluate a stimulating, enjoyable and positive environment conducive to learning through a variety of experiences, striking a balance between educator and learner led activities, which predominantly include structured learning through play, and informal creative play strategies;
- assist, record and report children's language, physical, emotional, cognitive, social and spiritual development by planning relevant and stimulating, challenging but achievable experiences and activities that meet the individual students' needs;
- broaden the child's knowledge and understanding of the world around him/her and the ability to respect diversity, also through the creation of opportunities for communication and establishment of social routines;
- give full attention to children's language and literacy efforts and arranging environments which are symbol rich and interesting.

25.2 The parties agree that Kindergarten education will be covered by the grade of teachers as per clauses in section 26. In the absence of a sufficient complement,

Kindergarten education may be provided by Kindergarten Educator III. Eligibility for this grade shall be open through a public call to persons in possession of a full qualification at MQF Level 6 or higher in early childhood education and care, or comparable as determined by the competent authorities. Persons recruited in terms of this clause shall be placed in Salary Scale 10 as Kindergarten Educator III upon entry and shall progress to Salary Scale 9 upon completion of five (5) years satisfactory service in the grade. Furthermore, Kindergarten Educators I and II who take the initiative to upgrade to a full qualification at MQF Level 6 or higher in early childhood education and care, or comparable as determined by the competent authorities, on successful completion, will automatically progress into the grade of Kindergarten Educator III in Salary Scale 10. Provided that years of experience in the grade of Kindergarten Educator II shall be reckonable for such progression on a 4:1 basis (every 4 years in the grade of KGE II shall result in a deduction of 1 year for progression into Salary Scale 9).

25.3 In the absence of applications from eligible candidates according to clause 25.2 above, and/or in the absence of successful candidates, eligibility shall be extended to holders of a full qualification at MQF Level 5 in the area of early childhood education and care, or comparable, as determined by the competent authorities. Persons recruited into this grade of Kindergarten Educator II shall be placed in Salary Scale 12 upon entry and shall progress to Salary Scale 10 upon completion of five (5) years satisfactory service in the grade. Furthermore, Kindergarten Educators I who take the initiative to upgrade their qualification to a full MQF Level 5 qualification in the area of early childhood education and care, or comparable as determined by the competent authorities, shall, on successful completion, automatically progress into the grade of Kindergarten Educator II in Salary Scale 12.

25.4 In the absence of applications from eligible candidates according to clause 25.3 above, and/or in the absence of successful candidates, eligibility shall be extended to holders of an award at MQF Level 5 in early childhood education and care recognised by the competent authorities. Persons recruited into this grade of Kindergarten Educator I shall be placed in Salary Scale 15 upon entry and shall progress to Salary Scale 14 upon completion of five (5) years satisfactory service in Salary Scale 15 and to Salary Scale 13 after a further five (5) years satisfactory service in Salary Scale 14. Provided that a full qualification at MQF Level 4 in early childhood education and care recognised by the competent authorities shall also make candidates eligible for application into this grade, up to end of year 2020. Furthermore, Kindergarten Educators I who take the initiative to upgrade their qualification to an MQF Level 5 in the area of early childhood education and care

on successful completion, will automatically progress into the grade of Kindergarten Educator II in Salary Scale 12.

25.5 As from the date of signing of this agreement, serving officers in the grade of Kindergarten Assistant I shall automatically be assimilated in the grade of Kindergarten Educator I in their respective salary scales. Furthermore, existing officers in the grade of Kindergarten Assistant II shall automatically be assimilated in the grade of Kindergarten Educator II on a notional basis, with the conditions as stipulated above. For the avoidance of doubt, this clause does not entitle to any payments of arrears.

25.6 In order to ensure that the entitlement and needs of learners, including those with a Full time 1-1 Statement of Needs, are met, MEDE reserves the right to deploy relieving KGEs, LSEs and Resource Teachers, in consultation with the Union.

25.7 For seniority purposes, Kindergarten Educators I and Kindergarten Educators II and Kindergarten Educators III shall retain the same seniority order in accordance to the date of their regular appointment into the Kindergarten Assistant grade as Public Officers and in charge of a kindergarten group.

26. Teacher

26.1 It is the responsibility of the Teacher to take charge of providing appropriate, relevant, stimulating and engaging learning experiences for all students under his/her responsibility, nurturing wellbeing through sustainable individual as well as collective spiritual, emotional, cognitive and physical growth. The Teacher is expected to collaborate with other educators who may be supporting this endeavour within or beyond the classroom, under the leadership of the school's Senior Management Team, also by engaging in the development of a Community of Professional Educators, including through School Development Planning. In pursuing this mission, the Teacher is to:

- keep abreast of developments in education, particularly in relation to the respective Cycle and/or area, including but not limited to curriculum, pedagogy, assessment, recording and reporting of learning, content and diverse learner development;

- create optimal conditions which facilitate a learner’s holistic development according to guidelines provided by the national and local designated authorities;
 - plan, create and evaluate stimulating, enjoyable and positive learning experiences, including through lesson preparation and delivery, development and administration of varied modalities of assessment for and of learning, as well as giving feedback also through recording and reporting of learning;
 - address diversity by creating opportunities for all learners to reach their potential without either formally or informally erecting barriers or lowering expectations;
 - contribute towards the incremental attainment of the expected outcomes at subject, learning area, and cross-curricular theme level by all students entrusted under his/her care raising the bar of achievement for every individual and narrowing the attainment gaps that may exist in the process facilitating the fulfilment of each learner’s potential.
- 26.2 Entry into the grade of Teacher shall be through a public call for applications open to holders of a Teacher’s Warrant (Permanent Warrant) awarded by the Council for the Teaching Profession as provided for in the Education Act (Cap. 327). Suitably qualified teachers who will eventually qualify for a Permanent Teacher’s Warrant in accordance with Section 24 (2) of the Education Act (Cap. 327) or any subsequent revisions, will also be eligible to apply if they have a Temporary Teacher’s Warrant.
- 26.3 Recruitment into the grade of Teacher shall be open:
- (i) for applicants holding a full qualification at MQF Level 7 in Teaching and Learning, or
 - (ii) any other qualification recognized by the Education Act and its subsidiary legislations obtained prior 2021 leading to the award of a teacher’s warrant and in possession of a permanent teacher’s warrant ,or
 - (iii) suitably qualified teachers who will eventually qualify for a Permanent Teacher’s Warrant in accordance with Section 24 (2) of the Education Act (Cap. 327) will also be eligible to apply if they have a Temporary Teacher’s Warrant.
- 26.4 The management shall specify the area in the respective calls for application whether this shall be in Early Childhood Education, and subject at Primary or Secondary including for Vocational and Applied Vocational subjects, as may be applicable and as determined by management from time to time.

- 26.5 On entry, a Teacher shall be placed in Salary Scale 9 and shall proceed to Salary Scale 8 on completion of eight (8) years satisfactory service in the grade and to Salary Scale 7 on completion of a further eight (8) years satisfactory service in Salary Scale 8. As from September 2018, progression of Teachers to the next salary scale may be accelerated from 8 to 6 years, if they cumulate an aggregate of 360 hours of recognized self-sought Continuous Professional Development (CPD) time over six (6) years (through the applicable scheme issued by the management). Provided that if such self-sought CPD is compensated through accelerated progression, any qualification arising from such hours may not be further compensated through any other form of qualification allowance. Teachers on different forms of paid leave will also benefit from this acceleration, with the exception of paid study leave for the specific professional development, which may not be availed of for accelerated progression purposes. Unpaid leave will not be considered as part of the reckonable experience. Moreover, teachers on maternity leave will benefit from a pro-rata reduction of expectation for CPD. Provided that, in the current absence of a mechanism that formally records teaching grades’ self-sought continuous professional development, upon signing of the agreement, serving officers shall on a notional basis have their years of satisfactory service deemed reckonable for the accelerated progression. Provided further, that new recruits shall be required to attend a pre service as well as an in service induction as established in the respective calls for application which is not to be considered as part of the self-sought CoPE.
- 26.6 Teachers ECEC shall be offered the opportunity for a top up course to be able to obtain the relevant qualification to teach from Year 3 to Year 6.
- 26.7 Serving Officers as on the date of signing of this agreement are employed as Activity Teachers will no longer be referred to as Activity Teachers under the provisions of this Agreement, but will be called Teachers enjoying the same benefits and career progression as attributed to Teachers in this Agreement, including the working hours.

27. Head of Department - Prefect of Discipline

- 27.1 It is the responsibility of the Head of Department - Prefect of Discipline (HoD-PoD), to generally guide and support teaching grades in upholding discipline as a positive value, promoting the educational and social engagement of all students within schools. This concept of discipline is closely related to school effectiveness reliant on purposeful leadership and management construed on appropriate values, as well as on committed and motivated educators that collectively create an

educational context and experience which meets the needs of all learners and hence nurtures a positive, orderly climate. The Head of Department - Prefect of Discipline is expected to collaborate with other educators who may be supporting this endeavour within or beyond the classroom, under the pertinent leadership at the respective level, also by engaging in the development of a Community of Professional Educators, including through School Development Planning.

- 27.2 The Head of Department - Prefect of Discipline shall be responsible to:
- Work at school, College and National level in devising adequate and relevant policies that foster a positive educational climate, planning and ensuring effective implementation of such policies at the various levels;
 - Assist learners experiencing challenging behavioural circumstances, which may have an adverse impact on the individual and/or collective educational experience and attainment.
- 27.3 The filling of vacancies in the grade of Head of Department - Prefect of Discipline (Salary Scale 6) shall be by selection following a call for applications open to Public Officers who are:
- i. Teachers with seven (7) years teaching experience in a licensed school; or
 - ii. in possession of a recognised full qualification at MQF level 6 in Education, or Social Work, or Youth Work or Psychology or other related field or a recognised appropriate comparable qualification as determined by the competent authorities and seven (7) years work experience in a related area.
- 27.4 Provided that, candidates who have not yet formally obtained any of the above-mentioned qualifications will still be considered, on condition that they submit evidence that they have been approved for the award of the qualifications in question by the closing time and date of the call for applications and commit to successfully complete within a maximum of three (3) years from appointment.
- 27.5 Years of satisfactory experience in the grade of Head of Department - Prefect of Discipline shall be deemed reckonable as years of teaching experience for eligibility purposes into the Grades of Head of Department and Assistant Head of School.
- 27.6 Heads of Departments - Prefects of Discipline shall generally be organised across schools and shall be answerable to the Head of College Network.

- 27.7 Officers in the grade of Head of Department - Prefect of Discipline shall be strictly subject to general service working hours and conditions.
- 27.8 As from the date of signing of this agreement, serving officers in the grade of Prefect of Discipline in Salary Scale 7, shall automatically be assimilated in the grade of Head of Department - Prefect of Discipline in Salary Scale 6, benefitting from the provisions for Heads of Department as stipulated below, but strictly subject to general service working hours and conditions as per clause 27.7 above.

28 Head of Department

- 28.1 It is the responsibility of the Head of Department (HoD), to generally coordinate and support the development of the specific area with which s/he is entrusted, across a number of schools, contributing as may be required, in National coordination of, and initiatives related to, the same field under the direction of MEDE. The HoD is expected to collaborate with other educators who may be supporting this endeavour within or beyond the classroom, under the pertinent leadership at the respective level, also by engaging in the development of a Community of Professional Educators, including through School Development Planning. The HoD Curriculum is responsible for a curricular area and the HoD (Inclusion) is responsible for inclusive educational provision:
- The HoD Curriculum is required to fulfil the obligations of a teacher with all its related expectations, but within the agreed adjusted parameters, and to additionally serve as the curricular leader at the local level, specifically at School and College level, under the direction of the Head of School at school level and the Head of College Network at college level, whilst following National direction from the designated authority, typically through the Education Officer/s;
 - The HoD Inclusion is expected to act as the inclusive educational leader at the local level, specifically at School and College level, under the direction of the Head of School at school level and the Head of College Network at college level, whilst following National direction from the designated authority, typically through the Education Officer/s. The HoD Inclusion shall act as advisor to all Teaching Grades, but shall focus on the quality of support provided by LSEs.
- 28.2 The filling of vacancies in the grade of Head of Department (Curriculum)(Salary Scale 6) shall be by selection following a call for applications open to Public Officers:

- a) in the grade of a Teacher in possession of a Permanent Teachers Warrant ; and
- b) who have not less than ten (10) scholastic years teaching experience, three (3) years of which would preferably be in a state school; years of experience as Head of Department - Prefect of Discipline shall be deemed reckonable as part of the required years of teaching experience for the purposes of eligibility as outlined in this clause; and
- c) who have served for at least four (4) years out of the ten (10) scholastic years of teaching experience teaching the subject/area/s or at the level (Secondary, Primary or early childhood education and care level) for which the call for applications is issued.

28.3 In cases where:

- a vacancy for HOD is for a subject or area within five years of its introduction into the approved curriculum; or
- no candidate is selected after two consecutive calls;

eligibility will be open to candidates who meet all other criteria but may not fully satisfy the years of experience established in clause 28.2 (b) and (c) above, adopting such criteria as assessment rather than eligibility criteria.

28.4 The filling of vacancies in the grade of Head of Department (Inclusion) (Salary Scale 6) shall be by selection following a call for applications open to Public Officers:

- a) in the grade of a Teacher in possession of a Permanent Teachers Warrant who:
 - i. are in possession of a recognised qualification (Degree) at MQF Level 6 (subject to a minimum of 180 ECTS/ECVET credits, or equivalent, with regard to programmes commencing as from October 2003) in Inclusive Education, or a recognised Post-Graduate qualification at Diploma or Degree level at MQF Level 7 (subject to a minimum of 60 ECTS/ECVET credits, or equivalent, with regard to programmes commencing as from October 2008) in Inclusive Education or comparable qualification issued by an institution of higher education duly recognised by the Education Authorities; and
 - ii. have not less than ten (10) scholastic years teaching experience in a licensed school, or in an educational institution established under the Education Act (Cap. 327) or any other law regulating the education sector in Malta, of which at least the last five (5) years would preferably be in a state school; years of experience as Head of Department - Prefect of Discipline shall be deemed reckonable as part of the required years of teaching experience for the purposes of eligibility as outlined in this clause; or

- b) who are confirmed in the grade of Learning Support Educator III (LSE III) who:

- i. are in possession of a recognised qualification (Degree) at MQF Level 6 (subject to a minimum of 180 ECTS/ECVET credits, or equivalent, with regard to programmes commencing as from October 2003) in Inclusive Education or a related area, or a recognised Post-Graduate qualification at Diploma or Degree level at MQF Level 7 (subject to a minimum of 60 ECTS/ECVET credits, or equivalent, with regard to programmes commencing as from October 2008) in Inclusive Education or comparable qualification issued by an institution of higher education duly recognised by the Education Authorities; and
- ii. have not less than thirteen (13) scholastic years experience performing Learning Support Educator duties in a licensed school, or in an educational institution established under the Education Act (Cap. 327) or any other law regulating the education sector in Malta.

- c) who are confirmed in the grade of Learning Support Educator II (LSE II) who:

- i. are in possession of a recognised qualification (Diploma) at MQF Level 5 (subject to a minimum of 60 ECTS/ECVET credits, or equivalent, with regard to programmes commencing as from October 2003) in facilitating inclusive education or a related area in the field of education for students with a disability; and
- ii. are in possession of a recognised qualification (Degree) at MQF Level 6 (subject to a minimum of 180 ECTS/ECVET credits, or equivalent, with regard to programmes commencing as from October 2003) in Inclusive Education or a related area, or a recognised Post-Graduate qualification at Diploma or Degree level at MQF Level 7 (subject to a minimum of 60 ECTS/ECVET credits, or equivalent, with regard to programmes commencing as from October 2008) in Inclusive Education or comparable qualification issued by an institution of higher education duly recognised by the Education Authorities; and
- iii. have not less than fifteen (15) scholastic years experience performing Learning Support Educator duties in a licensed school, or in an educational institution established under the Education Act (Cap. 327) or any other law regulating the education sector in Malta.

28.5 Provided that Heads of Departments in Gozo shall be appointed following an ad hoc call for applications having the same requisites as stipulated in the above clause.

- 28.6 Head of Departments shall generally be organized across schools. Each college shall gradually have all the Curricular Areas (either at subject or at area level), as established from time to time by the NCF, covered by the services of a team of Heads of Department directly accountable to the Head of College Network, or his delegate, in as far as Head of Department duties are concerned. Heads of Department may give service in more than one college depending on the arising needs.
- 28.7 HODs shall be considered as part and parcel of the school SMT and must be involved in all meetings at school level that involves discussion about curriculum matters.
- 28.9 Parties agree that the support to other colleagues through transfer and knowledge sharing constitutes an intrinsic part of the responsibilities of a Head of Department, and shall hence endeavour to facilitate acquisition of skills necessary from time to time on mutually agreed parameters.
- 28.10 As from the date of signing of this agreement, serving officers in the grade of Heads of Department in Salary Scale 7 shall be assimilated as Heads of Department in Salary Scale 6 and Inclusion Co-ordinators, shall automatically be assimilated in the grade of Head of Department (Inclusion) in Salary Scale 6, both benefitting from the provisions for Heads of Department as stipulated above.

29 Assistant Head of School

- 29.1 The core responsibility of the Assistant Head of School (AHoS) is to assist and deputise for the Head of School (HoS) in pursuance of his/her role as the school's Educational and Operational Leader by undertaking such professional and administrative duties as are delegated by the HoS. As part of the Senior Management Team, led by the HoS, the AHoS is also responsible for the fostering of a climate of genuine collegiality amongst community members, setting the pace through active engagement in the development of a Community of Professional Educators, including through School Development Planning. The AHoS is expected to:
- lead and manage the school in its day-to-day operations in the absence of, or in support to, the Head of School, assist in the school's curriculum by organising and coordinating all activities related to curriculum planning, delivery,

- assessment and development at school level, contributing when given the opportunity at national level;
- assume responsibility for ensuring educational and personal entitlement of all learners
- lead and coordinate all initiatives related to meeting the needs of individual students, including children with a statement of needs and those related to Individual Educational Programmes guaranteeing access to learning and assessment, supported by the presence of the HoD (Inclusion);
- develop and maintain an emotionally, psychologically and physically safe, as well as orderly, though creative and cognitively stimulating environment that is conducive to learning;
- collaboratively create and nurture a Community of Professional Educators, leading by example through active participation;
- coordinate mentoring duties of Newly Qualified/Recruited Educators and others experiencing challenges.

- 29.2 The filling of vacancies in the grade of Assistant Head of School (Salary Scale 6) shall be by selection following call for applications open to all public officers covered by this agreement who have not less than ten (10) scholastic years teaching experience, five (5) years of which would be in a state school; years of experience as Head of Department - Prefect of Discipline shall be deemed reckonable as part of the required years of teaching experience for the purposes of eligibility as outlined in this clause; and in possession of a permanent Teacher's Warrant. Due consideration will be given to applicants in possession of MQF Level 7 qualifications in either one of the following areas; Educational Leadership / management, SEBD, Inclusion, Mentoring, Curriculum and Counselling or comparable qualification as identified by Management from time to time, as well as directly related experience possessed in the cycle being applied for through separate calls for application, i.e. Resource Centres, Secondary/Upper Secondary and Primary. Furthermore, employees may be deployed within the same cycle, subject to the exigencies of the service.
- 29.3 Provided that by 2022 (as outlined in the Annex I – *Implementation Timeline for the Major Agreement Measures*) Schools will reach the following entitlement for Assistant Heads when considering the population at the end of February:
- (i) All Schools minimum of one Assistant Head;
 - (ii) Schools with over 125 students two Assistant Heads;
 - (iii) Schools with over 250 students three Assistant Heads;
 - (iv) Schools with over 375 students four Assistant Heads;
 - (v) Schools with over 500 students five Assistant Heads;
 - (vi) Schools with over 625 students six Assistant Heads;
 - (vii) Schools with over 750 students seven Assistant Heads ;

(viii) Schools with over 875 students eight Assistant Heads;

Provided that Management may consider contextual circumstances and assign additional Assistant Heads of School wherever and if deemed necessary.

29.4 Assistant Heads of School in Gozo shall be appointed following an ad hoc call for applications having the same requisites as stipulated in the above clause.

29.5 As from the date of signing of this agreement, serving officers in the grade of Assistant Heads of School in Salary Scale 7 shall be assimilated as Assistant Heads of School in Salary Scale 6.

30 Learning Support Centre Coordinator

30.1 The duties of a Learning Support Centre (LSC) Coordinator shall generally be that of effectively and efficiently leading and administering a Learning Support Centre intended to meet the needs of students experiencing challenging circumstances, particularly due to Social, Emotional and Behavioural Difficulties (SEBD), which hinder them from benefitting from mainstream education for different periods of time with the ultimate intention of creating a no-dead-end educational journey which supports the fulfilment of the full potential of each learner. The LSC Coordinator is also responsible to foster a climate of genuine collegiality amongst community members, setting the pace through purposeful leadership and active nurturing of a Community of Professional Educators, including through focussed leadership in Centre Development Planning. The core role of the LSC Coordinator is to:

- Work in close collaboration with the other psycho-social and other related professionals, especially, but not limited to the Head of Department - Prefect for Discipline.
- Act as the coordinator of educational programmes for each individual learner identified for services from both Learning Support Zones of identified Schools and the respective Learning Support Centre.
- Assist identified Schools in creating a positive climate for all community members, which fosters support to students manifesting SEBD, also through an agreed structured referral process which considers preliminary mainstream measures adopted by the schools prior to consideration for services from LSZs and LSCs.

- Lead the development, administration and evaluation of educational programmes and experiences for learners creating progression paths for all students also through proactively creating effective links with other community members, educational institutions and the wider society as may be applicable.

30.2 The Learning Support Centre Coordinator shall be placed at Scale 6 and shall follow general service hours. LSC Coordinators shall progress to Salary Scale 5 upon successful completion of six (6) years of satisfactory service in Salary Scale 6. Entry into the grade of LSC Coordinators shall be by selection following a public call for application open to individuals who are in possession of:

- (i) a recognised post-graduate degree (Masters) at MQF Level 7 in Social, Emotional and Behavioural Difficulties or a recognised appropriate comparable qualification and four (4) years relevant work experience; or,
- (ii) a recognised first degree at MQF Level 6 in Social, Emotional and Behavioural Difficulties or a recognised appropriate comparable qualification; and four (4) years relevant work experience; or,
- (iii) a recognised first degree at MQF Level 6, in Social Sciences related to Learning Difficulties and/or Learning Disabilities, or a Bachelor in Education at MQF Level 6 or a first degree and a PGCE, at MQF Level 6, or a recognised appropriate comparable qualification and a recognised post-graduate degree (Masters) at MQF Level 7, in Social, Emotional and Behavioural Difficulties, or in Social Sciences related to Learning Difficulties and/or Learning Disabilities, or a recognised appropriate comparable qualification; and two (2) years relevant work experience.

30.3 Serving LSC Managers shall, on the date of signing of the agreement, automatically be assimilated into the grade of LSC Coordinator on a notional basis.

31 Head of School

31.1 The core responsibility of the Head of School (HoS) is to serve as the Educational and Operational Leader of the respective school's community, with the ultimate aim of ensuring a high quality and equitable educational provision which meets the diverse needs of all learners. Together with the other members of the Senior Management Team, the HoS is also responsible to foster a climate of genuine collegiality amongst community members, setting the pace through purposeful leadership and active nurturing of a Community of Professional Educators, including through focussed leadership in School Development Planning. The core role of the HoS is to:

- promote and pursue the mission of the school in providing an equitable, high quality holistic education for all students, raising and maximising the individual as well as the collective level of attainment whilst narrowing gaps that may persist;
 - provide strategic leadership and direction to staff and the rest of the school community, as well as the overall day-to-day management of the school;
 - assume a leading role in organising and coordinating all activities related to curriculum development and delivery;
 - develop and maintain an emotionally, psychologically and physically safe, as well as orderly, though creative and cognitively stimulating environment that is conducive to learning;
 - collaboratively create and nurture a Community of Professional Educators, leading by example through active participation;
 - lead educational development particularly at the local level, whilst generally contributing at the national level also by serving as a catalyst for positive change.
- 31.2 It is hereby being agreed that schools shall be administered by Head of School in Salary Scale 5. The eligibility requirements are as stipulated hereunder.
- 31.3 The grade of Head of School in Salary Scale 5, shall be by selection following a public call for applications open to individuals who;
- (a) have not less than ten (10) scholastic years teaching experience in addition to four (4) scholastic years service in the grade of Assistant Head of School, Head of Department, INCO (grade is being assimilated into the grade of HOD) or School Counsellor in a licensed school, and
 - (b) are in possession of a full qualification at MQF Level 7 in educational leadership and management or comparable qualification, as determined by the competent authorities.
- 31.4 Further to the above, in the absence of successful applicants as per clause 31.3, Assistant Heads of School assigned Head of School duties for at least five (5) full scholastic years are eligible to apply for the grade of Head of School in Salary Scale 5 in a separate category. Successful candidates would be obliged to obtain a full qualification at MQF Level 7 in educational leadership and management or comparable qualification in these areas, as determined by the competent authorities, within three years from date of appointment as Head of School. Failure to obtain the MQF Level 7 qualification within this stipulated timeframe will lead to employees reverting back to their previous grade. Assistant Heads of School assigned Head of School duties shall benefit from the school population allowance as per provisions stipulated in clause 33.5.3 below until such time that they are on acting duties. Prospective and/or current Assistant Heads of School with Head of

School duties cannot serve in such role for more than 5 scholastic years effective as from the date of signing of the agreement.

- 31.5 Provided further that, Heads of Schools in Gozo shall be appointed following an ad hoc call for applications having the same requisites as stipulated in clause 31.3 above.
- 31.6 As from the date of signing of this agreement, the nomenclature of Head of Resource Centre will cease to exist and all existing employees in this grade shall be assimilated as Head of School in Salary Scale 5. Serving Officers shall further benefit from all provisions pertaining to Head of School covered by this agreement. Provided that for vacancies in schools providing special education, a specific call shall be issued and eligibility shall be through either an MQF Level 7 qualification in educational leadership and management or an MQF Level 7 in special or inclusive education in a related area or comparable qualification in these areas, issued by an institution of higher education recognized by the competent Authorities. Provided further that in the case of Heads of School appointed on the basis of an MQF Level 7 in special or inclusive education in a related area or comparable qualification in these areas, including those who on the date of signing of this agreement are in the grade of Head of Resource Centre, such Heads of Schools may be deployed/ may request to be deployed in a mainstream school upon attainment of a full MQF Level 7 qualification in educational leadership and management.
- 31.7 As from the date of signing of this agreement, serving officers in the grade of Head of School in Salary Scale 6 shall be assimilated as Head of School in Salary Scale 5.

32 Education Officer

- 32.1 As part of the national regulatory authority, the role of the Education Officer – Regulatory (EO – R) is to set, monitor and quality assure standards for formal and non-formal educational provision at a national level on all applicable areas, through a balanced exercise of support and responsibility across State, Church and Independent Sectors, at the Early, Junior, Secondary and Upper Secondary Years Cycles (collectively referred to as General Education). The regulatory functions of the EO – R, within General Education, shall include any one or more of the following broad responsibilities:
- establishment, maintenance and promotion of national standards for formal and non-formal educational service provision;
 - accreditation of institutions, programmes and practitioners against established standards;

- external quality assurance of educational service provision in adherence to set parameters.
- 32.2 As part of the supportive central authority for educational service provision, the role of the Education Officer – Service Provision (EO – SP) is to guide, coordinate and ensure an effective and efficient educational service provision across State, Church and Independent Sectors, at the Early, Junior, Secondary and Upper Secondary Years Cycles (collectively referred to as General Education) within an established framework of decentralisation and autonomy. The service provision functions of the EO – SP, shall include one of the following broad responsibilities:
- ensuring equitable, effective and efficient use of resources for adequate operation and delivery of services in Colleges and Schools as deemed necessary to meet the expected national standards and within the agreed parameters;
 - guiding, monitoring, supporting and internally evaluating curricular provision, particularly teaching, learning and assessment, in Colleges and Schools by educators governed by this agreement;
 - supporting, coordinating and directing psycho-social service provision in one of the following areas:
 - Counselling;
 - Career Guidance;
 - Inclusive & Special Education.
- 32.3 The filling of vacancies in the grade of Education Officer (Salary Scale 5), a post conditioned to general service hours shall be by selection following a public call for applications which shall specify the subject or area in which the vacancy or vacancies exist. Education Officers shall be appointed under either of two different main functions with specific responsibilities within each:
- Education Officer – Service Provision; or
 - Education Officer – Regulatory;
- 32.4 Unless otherwise stated or provided for in this agreement, vacancies in the grade of Education Officer in the subject or area advertised shall be open to individuals who:
- (a) Have not less than ten (10) scholastic years teaching experience in addition to four (4) scholastic years service in the grade of Assistant Head of School, Head of Department, INCO (grade is being assimilated into the grade of HOD) or School Counsellor in a licensed school; and
 - (b) Have at least four (4) scholastic years teaching experience in the particular subject/group of subjects or area advertised in the call for applications; and
 - (c) Be in possession of a full qualification at least at MQF level 6 in a related area; and

- (d) Are in possession of a (Permanent) Teacher’s Warrant; and
 - (e) Is serving or has been serving in the past three (3) years within licensed schools/registered educational institutions and/or designated educational authorities as provided for by Maltese legislation in force from time to time
- 32.5 In cases where:
- a vacancy for EO is for a subject or area within five years of its introduction into the approved curriculum, or
 - no candidate is selected after two consecutive calls,
- eligibility will be open to candidates who meet all other criteria but may not fully satisfy the years of experience established in 141 (a) and (b) above, adopting such criteria as assessment rather than eligibility criteria.
- 32.6 The Education Officer, (Educational Support Services) shall focus on one of the following areas:
- (a) Counselling;
 - (b) Career Guidance;
 - (c) Inclusive and Special Education.
- 32.7 Vacancies in the grade of Education Officer, (Educational Support Services) shall have:
- (a) not less than ten (10) years experience in the relevant area applied for; and
 - (b) a related MQF level 6 qualification; and
 - (c) an MQF level 7 qualification in the respective area applied for.
- 32.8 Vacancies in the grade of Education Officer, (Educational Support Services) focusing on Inclusive and Special Education shall, in addition to the eligibility requirements established in 70 (a), (b) and (c), be required to be in possession of a (Permanent) Teacher’s Warrant.
- 32.9 In cases where the vacancy for Education Officer (Educational Support Services) is in an area falling under a regulated profession, unless specified otherwise, eligibility requisites established by the respective regulatory body shall also apply, in consultation with the union.
- 32.10 Officers in the grade of Education Officer shall be subject to general service working hours and conditions.
- 32.11 As from the date of signing of this agreement, serving officers in the grade of College Counsellor and College Career Advisor in Salary Scale 6 shall automatically be assimilated in the grade of Education Officer (Educational Support Services; Counselling and Careers respectively) in Salary Scale 5, benefitting from the provisions for Education Officer as stipulated above.
- 32.12 As from the date of signing of this agreement, serving officers in the grade of Education Officer in Salary Scale 6 shall be assimilated as Education Officer in Salary Scale 5.

Dated; 21st December 2017



Dr. Francis Fabri
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