



COLLECTIVE AGREEMENT
BETWEEN THE CHURCH AUTHORITIES
AND THE MALTA UNION OF TEACHERS FOR
EDUCATION GRADES IN CHURCH SCHOOLS AND
IN THE SECRETARIAT FOR CATHOLIC EDUCATION

7th August 2018

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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 to their care, so that all will reach their full potential for the benefit of all. Its successful completion could not have been possible without the valuable direct and indirect contributions of both parties:

i. Administration

- His Grace Mgr. Charles J. Scicluna, Archbishop of Malta and President of the Episcopal Conference and His Lordship Mgr. Mario Grech, Bishop of Gozo, for their incessant guidance, trust, support and prayers;
- The different Provincials and Superiors of the Religious Orders/Congregations/Society of Christian Doctrine in Malta and Gozo, who through the *Kunsill Superjuri Maġġuri tar-Reliġjużi* (KSMR) have actively participated and contributed towards the closure of this agreement;
- Rev. Dr Charles Mallia O. Carm. Delegate for Catholic Education, for his servant leadership and unwavering dedication;
- Dr Rose Anne Cuschieri Director for Educational Services at the Secretariat for Catholic Education (SfCE), Mr Ian Mifsud Director for Curriculum and Standards (SfCE), Ms Anna Lisa Grech Service Manager Human Resources (SfCE), Fr. Jimmy Bartolo S.J. Coordinator of the Church Schools Association (CSA) and Rector of St. Aloysius College , and Fr. Eric Cachia S.D.B., Assistant Coordinator of the CSA and Rector of St Patrick's School , who collectively and together with the Delegate for Catholic Education constituted the Church Authorities' core negotiating team, for their value-laden technical expertise, commitment, drive and perseverance;
- The Service Managers and all the staff at SfCE, for their support and contributions throughout the negotiation process.
- All Heads of Church Schools, who whilst leading their respective school communities on a daily basis, also participated actively in ongoing consultations throughout the negotiation process, reaching agreement on directions and positions to be upheld by the Church Authorities' core negotiating team.

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, who collectively together with the MUT President constituted the MUT's core negotiating team, for their technical expertise, commitment, drive and perseverance;
- 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.

Particular mention is also due to the Government of Malta, who, through the Ministry for Education and Employment (MEDE), in particular the Honourable Minister Evarist Bartolo, the Permanent Secretary Dr Francis Fabri, as well as the different Directors General, Directors and various other officials at MEDE, in recognition of the educational service provided by Church Schools, the 1991 Agreement between the Republic of Malta and the Holy See, and the mutually respectful relationship that continued to develop over the years, have also supported the successful closure of this agreement.

Preamble

In the context of this Agreement, the term "Church Authorities" means: His Grace the Archbishop of Malta; His Lordship the Bishop of Gozo; Provincials and Superiors of Religious Orders/Congregations/Society of Christian Doctrine in Malta and Gozo; and Principals/Owners of schools under the jurisdiction of the Church.

In the context of this agreement the term "Union" refers to the Malta Union of Teachers while the term "Church Secretariat" refers to the Church Secretariat for Catholic Education. In this context, the expression Church Schools also includes the Secretariat for Catholic Education.

It is understood that this AGREEMENT is entered into without prejudice to the right of the Church Authorities to set up or conduct their own schools according to their specific nature and with autonomy of organisation and function as provided in the Holy See - Malta Government Agreement dated 28 November 1991, subject to the right of Trade Union Freedom of Association and Collective Bargaining being in no way infringed.

Declaration

Today, 7th August 2018,

The Church Authorities, herein represented by His Grace Mgr. Charles J. Scicluna, Archbishop of Malta and President of the Episcopal Conference; Rev. Dr Charles Mallia O. Carm., Delegate for Catholic Education; Dr Rose Anne Cuschieri, Director for Educational Services; Mr Ian Mifsud, Director for Curriculum and Standards; Ms Anna Lisa Grech, Service Manager Human Resources; Fr Jimmy Bartolo, S.J. Coordinator of the Church Schools Association (CSA) and Fr Eric Cachia, S.D.B. Assistant Coordinator on the CSA Committee, hereinafter referred to as "Church Schools Authorities" or "Church Schools" or "The Secretariat"

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, hereinafter referred to as "the Union".

The "Church Authorities" and "the Union" are hereinafter collectively referred to as "the parties" or "the signatories" interchangeably.

Applicability

This agreement covers the education grades emanating from and/or associated with the teaching profession. For avoidance of doubt and clarification, education grades covered by this agreement are those identified in clause 22.1 entitled Grading Structure. The financial provisions of this agreement are applicable as of 1st January 2018, while other provisions come into force as from the date of signing of the agreement unless specified otherwise 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.

The Church Authorities and the MUT agree that this agreement, where applicable, will entitle all officers working in Church Schools, analogous and commensurate conditions as their respective colleagues in State Schools. Thus any amendment to the Government – MUT sectoral agreement will be reflected accordingly, where applicable, via appropriate addenda to this agreement.

Part I – A Common Vision

1. Aim

- 1.1. The aim of this agreement is to replace all previous agreements between the Church Authorities and the MUT and to adapt the Sectoral Agreement between The Government of Malta and the Malta Union of Teachers, dated 21st December 2017.

2. Vision

- 2.1. Education is a fundamental right enshrined in international agreements and in the Maltese Constitution. The Church upholds this vital aspect in the life of humankind by keeping abreast of its vision and implements its mission towards education and educating for life.
- 2.2. This vision is based on a deep respect for the dignity and uniqueness of the individual person. Therefore, Church Schools, by providing a strong sense of holistic wellbeing, affirm learners in their dignity and worth. Church Schools are duty bound to accompany learners so that they may achieve their full potential. Church Schools therefore are called to integrate the physical, social, intellectual, emotional, spiritual and moral formation of the individual.
- 2.3. Therefore, in reaching this Agreement, the parties envisage:
 - (i) the need to safeguard the identity and ethos of each Church School;
 - (ii) a mutual responsibility to protect, develop and enhance the identity and ethos of Church Schools;
 - (iii) a variety of managerial and educational arrangements which respect conditions established in this agreement;
 - (iv) the recognition, importance, and the need that the senior leadership team of Church Schools respect and promote the school's vision and mission statements;
- 2.4. Employees shall as part of their employment conditions support the ethos and the school's vision and mission statements.

Part II – General Articles

3. General Conditions and Obligations

3.1. The provisions of this Agreement, together with the following documents as applicable to Church Schools employees, and/or endorsed by signatories, currently in force, any subsequent revision in force from time to time and any other documents emanating there from:

- (i) the Collective Agreement, in force from time to time, for Employees in the Public Service signed between the Government of Malta and the Unions representing Public Service Employees to which the MUT is also signatory;
- (ii) 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;
- (iii) the Side Letter to the Agreement between the Government and the Malta Union of Teachers for Paid Study Leave signed on 9th March 2015;
- (iv) the Letter between the Government of Malta and the MUT regarding Maternity Leave dated 9th March 2015;
- (v) the Agreement between the Government and the Malta Union of Teachers pertaining to the Students Services Support Grades (SSSG) within the Directorate for Educational Services signed on 10th June 2015;
- (vi) the Agreements between the Government of Malta and the Malta Union of Teachers to facilitate mobility for educators between licensed schools signed on 26th September 2013 and on 29th July 2015;
- (vii) 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, to which Church Schools Authorities are signatories;

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

3.2. Unless specified otherwise in this agreement, or more favourable conditions are provided by Law, and until such time that further memoranda of understanding, agreements or related documents, including a prospective Manual of Procedures (to be finalised within six months from the signing of the agreement), the following clauses in the Agreement between Church Authorities and the MUT signed in 2011, still apply:

- (i) Section C: 3 a, b; 4 a, b, c, d, e, f; these clauses are reproduced in Annex I;
- (ii) Schedule A: Sickness, Bereavement, Marriage, Leave on the Birth of a Child, Maternity, Parental Leave, Family Care Career Break, Adoption Leave, Pre-Retirement Leave, Special Unpaid Leave.

3.3. 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), the Employment and Industrial Relations Act (Cap. 452) and related Subsidiary Legislations, revisions or replacements of any such legislations.

- 3.4. 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.
- 3.5. All grades established within this agreement are to be considered as substantive grades.
- 3.6. Successful applicants who are admitted to any grade stipulated in the Grading Structure in clause 22.1 of this agreement on the grounds of possession of an MQF qualification will not be eligible for a qualification allowance.
- 3.7. All employees covered by this Agreement shall be bound by the applicable Codes of Ethics, the Education Act (Cap. 327) and related Subsidiary Legislations, national and ecclesiastical policies and/or documents, which include: the *Respect for All Framework (2014)*, and *On Cases of Sexual Abuse In Pastoral Activity; Statement of Policy and Procedures in Cases of Sexual Abuse (2014)* or revisions/replacements of any such policies, documents or legislations;
- 3.8. 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 education grades may be required to follow courses during the agreed periods as per clause 17.2 of this agreement that help them acquire the expected ICT skills.
- 3.9. Church Authorities agree with the necessity to ensure that like all Teachers, KGEs and LSEs employed in Church Schools need to be furnished with a laptop, and have been striving ever since the first request was made to secure the funding required for such a facility. Furthermore, Church Authorities commit that all KGEs and LSEs employed in Church Schools shall be assigned a laptop, by not later than the 21st of December 2018. Furthermore, parties agree that a number of laptops that had been assigned to Teachers in the past years, need to be replaced and shall strive to achieve this target also by securing the required funding from the pertinent authorities.
- 3.10. Parties recognise the significant investment 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 and respectful towards the right of individuals for personal and private time.
- 3.11. 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 the Church Schools Authorities. Any changes to job descriptions shall be carried out in consultation with the Union. It is being agreed that Church Schools Authorities shall, in consultation with the Union, endeavour to produce a manual of job descriptions within six months from the signing of this agreement.
- 3.12. Whilst Church Schools Authorities have the obligation to ensure the wellbeing of all staff covered by this agreement, all education 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 learners' knowledge and understanding of the world around him/her and the ability to respect diversity.

- 3.13. For the purposes of eligibility and unless stipulated otherwise in this Agreement, a year of service for education grades serving in schools shall be taken to be the equivalent of a whole scholastic year, provided that fractions of scholastic years can be added up.
- 3.14. All education grades shall be on probation for the first twelve (12) months of employment, provided that if employment is terminated during this period, the educator concerned will be entitled to payment of salary during the summer recess on a pro-rata basis.
- 3.15. Signatories uphold the principles enshrined in Clause 26 of Chapter 452 of the Laws of Malta - Employment and Industrial Relations Act. Hence, there shall be no departure from eligibility criteria and working conditions of all Education Grades, irrespective of whether the salary is borne by the State or otherwise, as regulated by this agreement. Nonetheless, parties also recognise employers' right and obligation to develop roles that suit contextual needs open to interested and eligible candidates. In view of this Church Authorities and the MUT will look into claims where this principle is allegedly not being respected, and address them as required, on a case by case basis.
- 3.16. Church Schools shall seek at all times to recruit and engage in the respective grades and positions candidates with not less than the minimum qualifications stated in this Agreement. Provided that, in the case of vacancies for posts, not being posts of a promotional grade, where not enough eligible applicants would have either applied or been found suitable for the post, Church Schools Authorities may, save as otherwise provided for in this Agreement, engage, Supply and/or Retired persons who, whilst respecting regulatory requirements set by the pertinent authority within MEDE, are best qualified and fit to perform the required duties.
- 3.17. 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 in possession of all requirements for the Regular Teacher status, will be placed on the minimum of scale 9 or the applicable scale and step in accordance to the Addendum signed on the 26th September 2013 and the Mobility Agreement signed on the 29th July 2015 both endorsed by the Church Authorities, and shall benefit from incremental increases, work resources and all allowances in line with this agreement. Temporary teachers may be asked to perform Form Teacher duties and/or other duties as defined in the section on *Learner Pastoral Care*. Provided that if a permanent vacancy arises Temporary teachers may be offered the possibility to progress to the grade of teacher on an indefinite contract.
- 3.18. In order to meet the exigencies of the service and issues that may arise from time to time such as to cover a temporary absence of a teacher, Church Schools may issue calls for applications on a definite contract basis for staff on different grades covered by this agreement. The eligibility 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. For the sake of clarity these provisions shall only be applicable to employees eligible for the Regular Grade, whereas those solely eligible for the Supply Grade shall be on a definite status and 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.

- 3.19. In cases where Church Schools are not able to fill the vacancies, calls for applications may be issued with entry requirements as established in MOU signed between the Government of Malta and the MUT on the 26th May 2009 and its subsequent revisions.
- 3.20. The Church Schools Authorities and the Union agree that under particular circumstances and according to the exigencies of the service at the particular school, education grades may request or be offered by the management the opportunity to work on a reduced hours basis.
- 3.21. Working conditions, emanating from compulsory or non-compulsory schooling programmes for education grades governed by this agreement, not captured in the provisions of this agreement, shall be regulated by further provisions established by the management in agreement with the Union.
- 3.22. 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.

4. Provisions for Reversion and Lateral Movement for Education Grades

- 4.1. The respective eligibility criteria established for every grade (refer to Section 22, Education Grades) 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.
- 4.2. Education grades governed by this agreement may apply with their current employer 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 (3) full scholastic years.
 - (iii) Assistant Heads of School may seek to be considered for reversion to a Teacher if the provisions 4.2 (i) and (ii) apply at the school where s/he is currently employed.
 - (iv) HoDs employed with SfCE and who have retained a teaching load in a particular school, will be given this opportunity at the school where they are currently serving teaching duties in class.
 - (v) HoDs employed with SfCE and who have no teaching load in a particular school, may seek to be considered for reversion to a Teacher if provisions 4.2 (i) and (ii) apply at the school where s/he was last employed as a Teacher.
- 4.3. Where an officer ceases to perform his/her respective duties on medical grounds and is assigned light or alternative duties by virtue of a medical assessment approved by Church Authorities and endorsed by MEDE, any such period of service shall be reckonable for yearly increment and progression from one scale to a higher scale. Furthermore,
- (i) Employees on light duties shall retain their Salary Scale and shall progress in their normal course and shall benefit also from all 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.

5. Leave Entitlement for Education Grades

- 5.1. Unless otherwise stated, Heads of School and all staff pertaining to the education grades covered by this agreement, may avail themselves of up to 31.25 hours of special leave which includes the statutory emergency leave. Provided that:
 - (i) All special leave is subject to the approval of the Head of School, his/her delegate or the applicable line manager.
 - (ii) Special Leave can only be availed of in periods of not less than 30-minutes and counts from the time of departure from school-related duties and/or premises and return to such duties.
 - (iii) A full day special leave shall be equivalent to the actual duration of the school day in question, excluding mid-day break time.
 - (iv) All special 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 Head of School, his/her delegate or the applicable line manager. It shall be approved on a first-come-first served basis and as long as the applicable line manager is confident that educational service 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 may be approved as long as the Head of School, his/her delegate or the applicable line manager is confident that educational service continuity shall not be disrupted beyond reasonable levels.
- 5.2. 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 into the month of August shall be compensated for and utilised, back-to-back, once the maternity leave is exhausted.
- 5.3. 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.

6. Paid Study Leave

- 6.1. Further to the above provisions, Church Schools employees may benefit from the Paid Study Leave Scheme known as Scheme A run by MEDE, following endorsement by the Head of School, his/her delegate or the applicable line manager at the latter's discretion.

7. Mobility & Bridging Provisions

- 7.1. It is hereby being noted that the Bridging and Mobility Agreements entered into by the Government of Malta and the Union on 26th September 2013 and the 29th July 2015 respectively, have been countersigned by the Church Schools Authorities.

Part III – School Life

8. The School Year

- 8.1. Unless otherwise stated, in terms of working conditions, the clauses hereunder shall be applicable to all grades identified in the Grading Structure in clause 22.1.
- 8.2. The scholastic year for both learners and education grades governed by this agreement, shall mean the 12 months from 1st September till 31st August. Provided that:
- (i) The Scholastic Year shall have 3 Terms ensuring that the learning and assessment time entitlement as defined and set by the Education Authorities is adhered to.
 - (ii) The annual total working hours for Education Grades shall adhere to those determined by the Education Authorities each year and shall include provision for the following during school hours:
 - a. The applicable learning and assessment hours; In order to meet the same working hours for Education Grades in Kindergarten, Primary and Secondary Schools, the base line to be used by all schools are the minimum hours of expected learning and assessment time established for the Primary. In the case of Secondary Schools, in order to meet the additional learning and assessment hours for the Secondary Years, schools may need to have different compensatory mechanisms (for example morning/afternoon hours off per week);
 - b. 7.5 hours for preparation purposes spread over two (2) half days during which Education Grades shall be required to report to school before the first school day of the scholastic year for learners;
 - c. 5.5 hours to be dedicated to a Parents' Day during which the respective teachers do not have scheduled lessons (any additional Parents' Days/Afternoons/Evenings need to be compensated for as time off in lieu – see clause 8.3);
 - d. 28 hours to be dedicated to Management-driven Community of Professional Educators (CoPE) time with no learners on site (which together with the remaining 12 hours of CoPE with learners on site, shall constitute the total 40 hours of Management-driven CoPE - see clause 17.2);
 - e. 18.75 hours, as part of the allocation for marking, provided that provisions established in clause 14.9 (iv) still need to apply;
 - f. the sum of the 10 minutes per school day when Education Grades are required to be on site for any management briefing session or preparatory work as determined by the school's management;
 - (iii) The first school day of the scholastic year for learners shall not be earlier than the 22nd of September.
 - (iv) The First Mid-Term Recess is related to the All Saints Feast. The 1st and 2nd November shall always be school holidays together with a third school holiday taken on the following school day, except when the 1st November falls on a Tuesday, in which case the third day shall be taken the day before; i.e. Monday 31st October. Provided further that when the 1st and/or 2nd November fall on a weekend, these school holidays shall be replaced on the first subsequent school day/s;
 - (v) The Second Mid-Term Recess shall be Monday and Tuesday preceding Ash Wednesday;

- (vi) The last day of the end of year exams and/or the last school day for learners, whichever is the later and applicable, shall not be any later than the end of June;
 - (vii) Church Schools shall publish the dates for the Christmas, Easter and Summer Recesses as well as other School Holidays as applicable for learners and education grades respectively, by not later than the end of June of the preceding scholastic year.
- 8.3. Signatories recognise the importance of Parents' Days (which includes afternoons and evenings) which will always be considered as working hours for education grades. These may be organised during and/or after school hours provided that:
- (i) No lessons shall be held at the time of these meetings for those teachers engaged in the parents' meeting and similarly, this time shall not be considered as learning time for learners engaged in these meetings;
 - (ii) Shall constitute part of the working hours for education grades and shall therefore be compensated as may be required by the equivalent time off in lieu if the stipulated working hours are exceeded;
 - (iii) There may only be a maximum of 1 parents' afternoon/evening of 3 hours per scholastic year, in which case the time off in lieu shall be granted on the same school day;
 - (iv) Schools shall communicate the dates and times of these Parents' Meetings to all stakeholders a minimum of forty (40) working days before they shall be actually held.
- 8.4. Education grades are required to attend for the whole duration of One Prize Day/Celebration Day also if organised after school hours. It is understood that the school day for learners and employees on the day, shall typically 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. Irrespectively, participation at this event shall constitute part of the working hours for Education grades and shall therefore be compensated as may be required by the equivalent time off in lieu if the stipulated working hours are exceeded. Similarly, schools are to ensure that the organisation of this and similar events does not encroach on learners' learning and assessment time entitlement. 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.
- 8.5. 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 scholastic year for education grades and for learners.

9. The School Day

- 9.1. The different Church Schools organise the school day in conformity with their respective ethos. Church Schools Authorities commit to retain the current arrangement of the different school days, provided that:
- (i) The learning and assessment time entitlement declared annually by the designated Educational Authority is being met;
 - (ii) The total working hours for staff members regulated by this agreement as declared annually by the designated Educational Authorities are being respected;
 - (iii) School hours for learners in kindergarten and compulsory education shall not start earlier than 07:30 and shall not end later than 15:30.
 - (iv) Education grades shall not exceed 27.5 hours per week on site excluding the mid-day break and an additional 10 minutes per day prior to official school opening time for the learners. Any additional hours shall be compensated as time-off-in-lieu for all education grades,

except for LSEs who would be remunerated for the additional hours at the applicable rate unless they may be compensated by time-off-in-lieu.

- (v) For the sake of clarity, education grades 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.
- (vi) For the purposes of calculating the total number of hours, a mid-morning break of 15 minutes is to be considered as both learning time and part of the working hours for education grades. Any minutes in excess of the 15 minutes are not to be considered as part of such time and education grades required to perform supervision duties during this time would need to be remunerated at the established rate.
- (vii) For the purposes of calculating the total number of hours the mid-day break shall not be taken into consideration as either learning or working time. Education grades required to perform supervision duties during this time would need to be remunerated at the established rate.
- (viii) Learning Support Educators on full time one-to-one supervision shall be entitled to the statutory fifteen-minute break, whilst also ensuring that there is continuity in the provision of the needs of the child under their supervision (for further details see clause 12.5).
- (ix) Any changes to current school day hours shall be discussed and agreed in consultation with the Union.

10. Kindergarten Intake

- 10.1. Kindergarten learners will be admitted at the beginning of the scholastic year.
- 10.2. Admission for first year kindergarten is for children whose third birthday is by end of December of the same year. For the sake of clarity, children to be admitted in September 2018 would be born in 2015. Provided that with the exception of learners with a Statement of Needs for admittance into kindergarten, learners need to be toilet trained.
- 10.3. Age exemption may be given for specific reasons, such as particular needs which require the learner to repeat a year. Nevertheless, in no instance may there be a first-year admission at an age younger than as provided for in 10.2.

11. Contact and Non-Contact Time

- 11.1. All staff pertaining to the education grades 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 (HoDs): the teaching load will consist of a maximum of 10 lessons at an assigned school, generally scheduled on a maximum of three days, which do not exceed 8 hours in total per week and will not be assigned any cover lessons beyond these limits. Moreover, HoD duties shall be performed during additional 15 lessons typically spread over two school days as jointly determined by SfCE and the respective school. Provided that subject lessons may need to be scheduled on more days when constrained through curricular and/or timetabling needs. Provided further that in the latter circumstances, the lessons to be dedicated to HoD duties will be scheduled in morning or afternoon blocks;
 - (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 from 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 per week by not later than September 2019, provided that the capacity building by MEDE has been approved to Church Authorities.

- 11.2. 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 as may be required whether at the respective school or elsewhere as directed by the Head of School, his/her delegate or the applicable line management.
- 11.3. 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 may 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 learner population will not exceed the maximum permissible population and/or learner to practitioner ratio established in Maltese legislation.
- 11.4. 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.

12. Break-Time

- 12.1. All Learning Support Educators, Kindergarten Educators, Teachers, Heads of Department and Assistant Heads of School directly deployed in schools 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 staff to learner ratio is not less than 1:40 (hence assigning a staff member for every 40 learners or part thereof).
- 12.2. Grades mentioned in clause 12.1 shall on a voluntary basis perform mid-day break supervision duties which shall be remunerated at an hourly rate equivalent to $\frac{1}{904}$ of one half of the minimum basic salary point of scale nine i.e. (Minimum of Scale 9 x $\frac{1}{2}$ ÷ 904). Provided that not less than the same 1:40 staff member to learner ratio is guaranteed and in cases where not enough staff is available to cover this established ratio, education 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-education grades.

12.3. 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 learner is entitled to one (1) activity per week and activities would have an average of fifteen (15) participating learners, the number of mid-day break activities entitled to each school is obtained by dividing the respective school's learner population by 15, to reach the total number of activities per week, then divided by five (5) and rounded up for the number of activities, hence the establishment of the entitled additional supervision points, per day.

12.4. 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 education grades required in each school. The overall supervision shall be undertaken as follows:

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

12.5. LSEs assigned to learners 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 learner under their care and shall be remunerated accordingly. LSEs shall be entitled to a daily fifteen minutes break time which shall be scheduled in agreement between the Head of School, his/her delegate or the applicable line manager and the same LSE. When the learner 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.

12.6. All grades defined in clause 12.1 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 learners using school transport.

12.7. During Educational visits outside school premises, education grades shall be assigned supervision duties of learners on a ratio of 1:15 provided that there shall always be a minimum of two educators accompanying the group, one (1) of whom needs to be a warranted teacher.

12.8. The above clauses in section 12 apply also to education grades engaged on a definite contract including Retired Teachers and those engaged as Supply.

13. Learner Population

13.1. The Learner Population in the class is dependent on the learners' educational needs and according to the professional judgement of the school's senior management team and which do not exceed the stipulated limits set out in this agreement. 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. Church Schools Authorities shall endeavour to keep as close as possible to the legal notice referring to the National Minimum Conditions for All Schools Regulations and any subsequent amendments.

13.2. Class population in Church Schools will be gradually implemented as indicated in 13.3 starting from September 2019 at entry points, depending on the different school arrangement which includes schools opening in Kinder 1, Kinder 2, Year 1 and Year 7 (Form 1).

Furthermore, vacant places created by learners who leave a Church School will not be replaced unless the learner population in class is less than the stipulated number in this agreement.

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

Provided that when:

- (i) the Kindergarten Educator/ECEC 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) learner with a Statement of Needs the learner population shall not exceed thirteen (13) learners in Kinder I and sixteen (16) learners in Kinder II, unless the provision in 13.3 (i) 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) two groups share the same room (because of exceptional logistical exigencies), there will be two Kindergarten Educators and the number of children shall not exceed twenty-two (22) in the case of Kinder I or thirty (30) in the case of Kinder II.

13.4. The learner population in Years 1 to 6 shall not exceed twenty-eight (28) learners.

Provided that:

- (i) when the class has at least one (1) learner with a Statement of Needs, the learner 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. Church Schools Authorities will gradually phase in this provision throughout Church Schools to allow for Capacity Building.

13.5. The learner 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) learners per class, provided that in exceptional cases the number of learners can increase to twenty-five (25);
- (ii) Classes catering for learning at attainment levels 7-8/9 shall not exceed twenty-four (24) learners per class, provided that in exceptional cases the number of learners can increase to twenty-five (25);
- (iii) Classes catering for learning at attainment levels 6-7 shall not exceed twenty-four (24) learners per class;
- (iv) Classes catering for learning at attainment levels 5-7 shall not exceed twenty (20) learners per class;

- (v) Classes catering for learning at attainment levels 4-5 shall not exceed thirteen (13) learners 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) learners 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) learners in Years 9 to 11 (Forms 3 to 5);
- 13.6. 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 applicable Church School Authority.

14. Teaching, Learning and Assessment

- 14.1. Signatories acknowledge assessment as an integral and critical component of teaching and learning. Similarly, assessment should remain intrinsic and complementary to teaching and learning without compromising formal education.
- 14.2. Parties recognise each Church School as an autonomous institution with a unique ethos, which is also reflected in its individual organisation of teaching, learning and assessment.
- 14.3. 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 class/school/national ongoing as well as controlled summative assessments by the school staff (with a proviso in 14.10 (ii)), whilst safeguarding the required quality assurance parameters that ensure the reliability and validity of the assessment. Access to learning may also require the adoption of alternative programmes with specific learners initiated by either the school management or the educator and agreed to by the other party, provided that these are in the best interest of the learner and are in full respect of legislative and regulatory parameters.
- 14.4. Learners need to be presented with assessment tools that minimise 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.). Learners identified as benefiting from alternative programmes referred to in clause 14.3 will similarly be assessed through alternative modes of assessment.
- 14.5. In First and Second Year Kindergarten and throughout Compulsory Education, Church Schools shall adopt cumulative reporting being issued at least twice a year, up to a maximum of three times per scholastic year, based on a variety of assessment modalities which may include

class/school, ongoing and/or summative assessments as per parameters stipulated in this section.

14.6. Education grades are required to perform invigilation, supervision and access arrangements during exam sessions.

14.7. Parties agree that Church Schools shall endeavour to seek alignment, but not necessarily replication, of assessment practices in other similarly licensed schools across the local educational field.

14.8. School-Based Ongoing Assessment:

- (i) In Kinder 1 and 2, Year 1 and 2 (and possibly in Year 3), assessment is to exclusively take the shape of teacher/learner-based, formative, ongoing assessment with a cumulative reporting on broad competences at least twice a year and up to three times per scholastic year.
- (ii) In Kinder 1 and 2, Year 1 and 2, (and possibly in Year 3), learners' progress should be recorded and may be reported in a qualitative manner as determined by management, from time to time, respecting parameters agreed with the union.
- (iii) Throughout Kindergarten, Compulsory Education and Sixth Form, teachers will continue to adopt and administer a variety of learner/class-based ongoing assessments, including schoolwork and homework, with the respectively adequate assessment practices to reinforce and inform learners' learning. As has been practice over the years, teachers shall retain record of such assessment as part of their own wider record of work which may be in digital format (as shall be prospectively captured in a separate document on the use of e-platforms agreed upon by signatories within six months from the date of signing of this agreement) as determined by the management and in agreement with the Union.
- (iv) In Years 4 (possibly Year 3) to 8 (Form 2), Church Schools may choose to introduce and adopt Ongoing Assessment having parameters which emulate those that shall be established by the MATSEC for the Ongoing component of the Secondary Education Certificate (SEC), with the required adaptation for the specific level and context. For the specific years (from amongst Y4, possibly Y3 to Y8) where the choice to adopt such Ongoing Assessment has been made, the respective Church School would need to only retain the annual examination session for the same years. Educational coherence at the specific cycle of education, and adequate preparation for national assessments will also be determining factors in the choice of assessment modalities to be adopted by Church Schools.
- (v) For administrative purposes, teachers are required to submit marks for and/or feedback about ongoing assessment manually or digitally (as shall be prospectively captured in a separate document on the use of e-platforms agreed upon by signatories) as determined by the management 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 date when reports intend to be issued by the Management. Provided that schools may include any mix of ongoing and summative assessments in their reports, irrespective of the choice of assessment modality made by the school, whilst ensuring that if mid-year exams are retained, the ongoing assessment that may be adopted and reported cannot be expected to emulate the similar parameters and documentation required by MATSEC for SEC.

14.9. School-Based Summative Assessment:

- (i) In responding to and addressing contextual needs, which includes readiness and adequacy for both learners and/or educators, in Years 4 (possibly Year 3) to 8 (Form 2), Church Schools may opt to organise whole-school summative assessments in a maximum of two exam sessions, namely the mid-year and end of year exams (as determined by management within

parameters defined in this section). Provided that, individual schools opting to retain mid-year exams in these years shall continue to uphold and practice the intrinsic element of Ongoing Assessment in the learning process but shall forfeit reliance of Ongoing Assessment on documented evidence. The schools' decision whether to retain mid-year exams or opt for Ongoing Assessment with parameters and documentation which emulate those required by MATSEC for SEC, shall be communicated by end of the first week of October 2018, and any revisions thereafter would be communicated by the end of the preceding scholastic year, specifically by end of June of the respective year.

- (ii) In order to allow an adequate implementation of all components of the SEC as determined by MATSEC, in Years 9 and 10 Church Schools shall only have one examination session, namely the end of year exams. Furthermore, in Year 11, there shall be one whole school-based exam session in the second term, in preparation for the examination session forming an integral part of the end of secondary schooling national assessment held in May/June referred to in the clauses below and as defined in the MEDE – MUT Sectoral Agreement of 2017 and any later relevant publications, to which Church Schools may need to adhere.
- (iii) Under the guidance and support of the school's SMT, in all Church Primary, Secondary and Sixth Form Schools exam papers shall generally be prepared by the Church Schools' teachers and/or heads of department for classes taught at their respective school, without precluding the use of other valid, reliable and practicable assessment tools that may be made available to them. Exam papers will be word processed in digital format in Maltese or English as may be applicable (except for Foreign Languages, which would be presented in the respective language), and be submitted to the school's SMT not earlier than forty (40) working days but not later than thirty (30) working days prior to the start day of the examinations period.
- (iv) Church Authorities recognise the professionalism of its teachers in the development of the school-based end of year exam papers and/or the Year 11 school-based preparatory exam papers. As from September 2018 Church Schools shall assign all teachers developing exam papers for any of the afore mentioned sessions two days off during the respective exam session. During the marking days associated with the end of year exams, teachers who have set an exam paper, shall not be required to be on site, provided that the exams for all learners at the respective school are over. Furthermore, these teachers shall regard themselves as released from school duties, provided that the exams for all learners at the respective school are over and marked scripts as well as marks have been submitted. In ensuring adherence to this provision, any staff meetings and/or seminars by Church Schools are to be organised not later than the end of June.
- (v) In the primary cycle, the development of the exam papers shall remain the responsibility of the teacher. Furthermore, the compilation of the exam paper for primary years may be coordinated by the designated Assistant Head of school or any other official from the Secretariat for Catholic Education whose responsibilities include curricular matters (teaching, learning and assessment) as may be requested by the Head of School.
- (vi) Marks shall be inputted and marked scripts shall be returned within six (6) working days from the date of the respective examination. Provided that when agreed between the teacher and the Head of School, marked scripts may be retained further for class correction purposes in the case of schools having Half-Yearly exams.

14.10. National Assessment:

- (i) Individual Church Schools may decide to participate in the National Assessment at the end of the primary years, better known as the Benchmark Exam or any later iteration of it. As stated in the MEDE – MUT Agreement (21st December 2017), examinable subjects in this national assessment will be Maltese, English, Mathematics, and Science. These exams shall replace the respective school's school-based exams in the specific subjects. Whereas, the

remaining subjects are to be assessed (including the development, administration, marking and reporting) at a school level. Any assessments, including examinations, need to remain relevant and realistic, allowing space for learners to acquire a deeper learning and educators to practise their profession.

- (ii) All Church Schools licensed to offer compulsory education in terms of the local legislation, shall ensure that all components of the end-of-compulsory schooling national assessment (Secondary Education Certificate – SEC), including, but not limited to the controlled summative assessment, will be administered at school by school staff. Provided that:

- 14.10.ii.1. the school may need to rely on alternative premises made available to it by Educational Authorities to perform parts of such assessment elsewhere when the required physical resource is not accessible on the school's premises or to the school.
- 14.10.ii.2. in cases where additional supervision and/or access support capacity is needed, including outside of school hours when school staff will not be expected to be available as part of their main employment, Church Schools will make a request to MEDE in conformity with the latter's commitment in its sectoral agreement with the MUT dated 21st December 2017.
- 14.10.ii.3. ongoing tasks assigned as part of this national assessment will be part of and not additional to the school's assessment ensuring realistic expectations of both learners and educators.

- (iii) As defined in the MEDE – MUT Sectoral Agreement (2017):

- 14.10.iii.1. 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 controlled summative component of the SEC national assessment will be developed, printed, distributed to schools, collected and corrected by the designated authority (MATSEC).
- 14.10.iii.2. 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 ongoing-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.
- 14.10.iii.3. 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. 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). MATSEC, in agreement with MEDE and the Union, will externally quality assure the process to ensure validity, reliability and rigour.

15. Virtual Learning Environments and Digital Media

- 15.1. The Church authorities and the union recognise the importance of e-learning, Virtual Learning Environments (VLEs) and digital media in the teaching and learning process. Whilst different Church Schools have access and make use of different environments, platforms, and media, the general framework defined in clauses 15.2 to 15.3 is agreed upon by both parties.
- 15.2. Church Schools shall provide:
- (i) Adequate Internet connectivity
 - (ii) Support including the channelling of technical support
 - (iii) Guidelines in case of abuse related to use of the VLE
- 15.3. In the use of VLEs and digital media the following general provisions shall apply:
- (i) Education Grades shall have full control and discretion over the use, administration and content of his/her documents and teaching and learning materials.
 - (ii) Any material created by the Education Grades and uploaded on the VLE, or any other digital medium, shall remain the property of the person concerned unless otherwise agreed to by the same person.
 - (iii) If the Senior Management Team of the respective school request to view teaching/planning materials uploaded by the Education Grades, these may be presented via the VLE, or any other digital medium, or through a printed copy.
 - (iv) Education Grades will not suffer any duplication of work as a result of the use of the VLE, or any other digital medium.
 - (v) Communication via the VLE, or any other digital medium, between the SMT and Education Grades in the respective school should be given a reasonable timeframe to be read and acted upon during school hours.
- 15.4. The provisions herein established shall remain in force until the Union and the Church Authorities reach an agreement about a separate document regulating VLEs, or any other digital medium and/or environment. Parties commit themselves to initiate discussions following the signing of this agreement with the aim to reach an agreement about the said document within six months from the date of signing.

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 learner population per group/class exceeds:
- 12 learners in Kinder 1;
 - 14 learners in Kinder 2;
 - 18 pupils in Years 1 to 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 in accordance to what both parties shall be agreeing with MEDE.
- 16.2. At the Secondary Cycle, inclusion provision shall remain as per current practices for the duration of this agreement. Parties acknowledge variation of arrangements, in the current provision of Inclusion in the Secondary, which includes Subject LSEs and commit to discuss the drawing up of parameters for future provision with MEDE.

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 education 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 education 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. The school management shall:
- (i) have at its disposition a maximum of 40 hours CoPE time during normal school hours. These 40 hours do not include the 7.5 hours dedicated for preparation at the beginning of the scholastic year;
 - (ii) ensure that in utilising CoPE time it does not encroach on the officially established learning and assessment 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) inform the school community well in advance, not less than forty (40) working days, of dates identified for CoPE time.
- 17.3. Church School Authorities and the MUT agree to discuss and collaborate with MEDE regarding the administration of the accelerated progression scheme at a central level, provided that both parties are represented adequately in any related Boards.

18. Mentoring

- 18.1. Mentoring, interpreted as support to other colleagues through transfer and knowledge sharing, is part of any educator'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 of 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 voluntarily 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 school's SMT 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 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/Sixth Form levels or a Head of Department shall have two lessons accredited as contact time per week, unless otherwise directed by the School or the Secretariat for Catholic Education as applicable. 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 be requested by the SMT to serve for more than one scholastic year with the same mentee unless accepted by both mentor and mentee.
- 18.6. By September 2019, 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:
- (i) Supportive Component through:
 - 18.6.i.1. Supportive through mentoring, identified as scenario (i) in clause 18.1 above, and
 - 18.6.i.2. 6 hours which may be out of school hours in September organised by the School and/or Secretariat for catholic Education for all new recruits within Church Schools with an additional 3-hour session in July to close the induction process.
 - (ii) Appraisal Component consisting of:
 - 18.6.ii.1. Compilation of applicable documentation as shall be agreed by signatories, relevant to new recruits in the grades of Learning Support Educators, Kindergarten Educators and Teachers at the different levels.
 - 18.6.ii.2. Class visits by the HOS or delegated A/Hd, which will lead to the employee's formal confirmation of employment, or otherwise, and eventually recommendation for consideration by the relevant designated authority responsible for Warranting/Registration as may be applicable.

For the sake of clarity, Newly Recruited employees will only be required to actively participate in the applicable mandatory appraisal component of this process leading to confirmation of appointment with the specific employer, whilst participation in all other components shall only be on a voluntary basis.

19. Learner Pastoral Care

- 19.1. Learner pastoral care shall involve the giving of personal advice and support to learners on the part of a teacher as opposed to simply teaching them.

In Church Schools, pastoral care includes the spiritual dimension which may also be provided through Chaplaincy on a voluntary basis by educators.

- 19.2. In the Early Years and Primary cycles pastoral care 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 sixth form levels, teachers shall be required to undertake learner pastoral care duties as part of the Role of Special responsibility as Form Teacher. Every Form Teacher shall be assigned a Home Class whose learners s/he shall be following more closely from a pastoral holistic perspective.
- 19.4. At the secondary and sixth form levels, all teachers may be appointed as Form Teachers following an internal expression of interest at school level. In the absence of sufficient applicants to cover all classes, the 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 as stipulated in the MEDE – MUT Agreement (2017).

20. Posts of Special Responsibility

- 20.1. Unless specified otherwise in this agreement, the Posts of Special Responsibility of Guidance Teachers, Health and Safety Teachers, and Teacher Librarians shall be on an indefinite basis following a selection process through an internal call for application for eligible candidates. Provided that employees selected to fill these roles as from the date of signing of this agreement will have a trial period of 1 scholastic year. Educators in these posts on the date of signing of the agreement shall be considered to be in the post on an indefinite basis.

- 20.2. Guidance Teachers:

- (i) While taking into cognisance the development and evolvement of a professional learner support service, and until otherwise directed by management, schools shall be provided with a supplement of five hours of guidance services per week for every 100 learners or part thereof.
- (ii) 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, Church Authorities in agreement with the Union reserve 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.

- (iii) 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 (Primary and Secondary Schools of the same congregation) may 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 the Secondary School. Guidance Teachers hailing from the Secondary cycle shall be exempted from taking cover (replacement) 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.

20.3. Health and Safety Teachers:

- (i) Church Schools in consultation with MEDE and the 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.
- (ii) Henceforth, Health and Safety teachers already deployed in Secondary schools shall focus entirely on health and safety awareness. In such existing cases, Secondary schools shall be entitled to 5 hours of Health and Safety Awareness time per week. Current 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.
- (iii) Any existing Health and Safety teacher in service in the Primary shall have a maximum teaching load of eight hours per week as cover (replacement) lessons, including but not limited to provision of health and safety and first aid awareness, and assist in the management and administration of H&S-related issues.
- (iv) Henceforth, Church Schools Authorities shall no longer deploy/replace teachers within this service.

20.4. Church Schools Health and Safety Representative:

- (i) 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 Church Schools' Health and Safety Representative/s represent the interest of the workers and their role is distinct from that of Health and Safety Teachers. Church Schools shall elect health and safety representatives. Their rights and obligations are established by Legal Notice 36 of 2003. The Church Schools' Health and Safety Representative/s 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.

20.5. First Aiders:

- (i) With the intent of enhancing 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 shall qualify for the identification of two (2) First Aiders from amongst education grades for such cases.
- (ii) 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.
- (iii) 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.

20.6. Teacher Librarian:

- (i) Secondary and Sixth form levels 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 in a recognised related area.
- (ii) Teacher Librarians in the Secondary shall be assigned lesson loading not exceeding eight (8) hours and up to a maximum of ten (10) lessons per week. As part of the Teacher-Librarian duties, the employee may also be required to perform information literacy sessions. Teacher Librarians may also be required to provide library services in the College primary sector if applicable. For the sake of clarity, Teacher Librarians shall in no instance have a total load (which includes lessons as stipulated above, and lessons dedicated to Library duties) that exceeds that defined in clause 11.1 (ii).
- (iii) Teacher Librarians exclusively teaching and rendering library service in the Primary shall not exceed the contact time as defined in clause 11.1 (iii).
- (iv) Teacher Librarians shall open the library twice a week during the mid-day break where applicable, and shall be compensated with the midday break supervision remuneration, 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.
- (v) Any new parameters affecting the working conditions of Teacher-Librarians are to be established in agreement with Church Schools Authorities, MEDE and MUT. Any other services to enhance library provision shall be over and above the established parameters.

21. Sixth Forms

- 21.1. Parties agree that provision in Sixth Forms shall follow current practices provided that any changes impacting on working conditions shall be discussed and agreed upon in a separate document between Church Schools Authorities and MUT, and following discussions held with MEDE.

Part IV – Education Grades

22. The Grading Structure

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

Nomenclature	Salary Scale
Head of School	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

23. Regular Service in Church Schools

23.1. All external calls for application for the post of teacher, KGE and LSE in Church Schools will consider regular service in the Grade being applied for as part of the selection criteria assigning 24% of assessment marks of the interview for such purpose. Eligible candidates will have their years of regular service in the Grade being applied for valued at:

- (i) 2% per year for regular service in the Grade in a Church School;
- (ii) 1% per year for regular service in the Grade in any other licensed school;

In both circumstances the maximum points that may be gained by an eligible candidate is 24%.

23.2. When shifting from one Church School to another, the notice period shall be one half of the applicable notice by law. However, if the employee requests it, and both present and new employer agree, the notice period can be reduced further or waived.

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 Sixth Forms) 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:

- (i) all learners in the class; or
- (ii) an individual learner on a full-time one-to-one basis;

- 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 provide 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:
- (i) keep abreast of developments in the Early Years Cycle, including but not limited to curriculum, pedagogy and recording/reporting of developmental progress;
 - (ii) create optimal conditions which facilitate a child's holistic development according to guidelines provided by the national and local designated authorities;
 - (iii) 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;
 - (iv) 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 learners' needs;
 - (v) 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;
 - (vi) 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 the 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, Church Schools Authorities 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 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 learners 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:
- (i) 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;
 - (ii) create optimal conditions which facilitate a learner's holistic development according to guidelines provided by the national and local designated authorities;
 - (iii) 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;
 - (iv) address diversity by creating opportunities for all learners to reach their potential without either formally or informally erecting barriers or lowering expectations;

- (v) contribute towards the incremental attainment of the expected outcomes at subject, learning area, and cross-curricular theme level by all learners 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 valid Temporary Teacher's Warrant.
- 26.3. Recruitment into the grade of Teacher shall be open:
- (i) to 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) to 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. Church Schools shall specify the area in the respective calls for application, namely:
- (i) Early Childhood Education
 - (ii) Class or Subject in the Primary
 - (iii) Subject in the Secondary
- 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 accumulate 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 education 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.

27. Head of Department – Curriculum

- 27.1. It is the responsibility of the Head of Department (HoD) - Curriculum, 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 sectoral coordination of, and initiatives related to, the same field under the direction of the SfCE. 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. Depending on the subject or area of specialisation, the HoD Curriculum may be required to fulfil the obligations of a teacher at a specific school 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 following sectoral direction from the Secretariat for Catholic Education;
- (i) Provided that in the case of HoDs expected to perform teaching duties in class as part of a fixed timetable, Church Schools Authorities agree that such teaching load will be assigned in the school where the HoD was last employed as a Teacher prior to appointment as HoD. Such HoDs who wish to apply for a teaching load in another Church School will be permitted to express such intent when an applicable vacancy arises and would be considered by the SfCE and the respective Church Schools.
- 27.2. 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 Church Schools employees:
- (i) in the grade of a Teacher in possession of a Permanent Teachers Warrant; and
 - (ii) who have not less than ten (10) scholastic years teaching experience, three (3) years of which would preferably be in a Church School; years of experience as Head of Department (or in equivalent and/or higher Grades) shall be deemed reckonable as part of the required years of teaching experience for the purposes of eligibility as outlined in this clause; and
 - (iii) 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.
- Moreover, the provisions in clause 4.1 are applicable for purposes of eligibility into this Grade.
- 27.3. In cases when:
- (i) a vacancy for HOD is for a subject or area within five years of its introduction into the approved curriculum; or
 - (ii) 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 27.2 (ii) and (iii) above, adopting such criteria as selection/assessment rather than eligibility criteria.
- 27.4. Heads of Department – Curriculum employed by the SfCE shall be organised across Church Schools. The SfCE shall endeavour to 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 SfCE, in as far as Head of Department duties are concerned. Parties recognise that this provision is also reliant on approval or otherwise by MEDE.
- 27.5. HODs - Curriculum may be invited to engage with the Church Schools' SMTs on matters related to their expertise and upon invitation by the SMTs.
- 27.6. 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.

- 27.7. As from 1st January 2018, serving officers in the grade of Heads of Department - Curriculum in Salary Scale 7 shall be assimilated as Heads of Department – Curriculum in Salary Scale 6, benefitting from the provisions for Heads of Department as stipulated above.

28. Head of Department – Inclusion

- 28.1. It is the responsibility of the Head of Department (HoD) - Inclusion, 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 sectoral coordination of, and initiatives related to, the same field under the direction of the SfCE. 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. More specifically, 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 following sectoral direction from the Secretariat for Catholic Education. The HoD Inclusion shall act as advisor to all education 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 (Inclusion) (Salary Scale 6) shall be by selection following a call for applications open to officers rendering service in Church Schools:
- (i) in the grade of a Teacher in possession of a Permanent Teachers Warrant who:
 - 28.2.i.1. 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
 - 28.2.i.2. 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 five (5) years would preferably be in a Church School; years of experience as Head of Department (or in equivalent and/or higher Grades) shall be deemed reckonable as part of the required years of teaching experience for the purposes of eligibility as outlined in this clause; or
 - (ii) who are confirmed in the grade of Learning Support Educator III (LSE III) who:
 - 28.2.ii.1. 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

- 28.2.ii.2. have not less than thirteen (13) scholastic years' experience of which at least five (5) years would preferably be in a Church School, 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.
- (iii) who are confirmed in the grade of Learning Support Educator II (LSE II) who:
 - 28.2.iii.1. 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 learners with a disability; and
 - 28.2.iii.2. 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
 - 28.2.iii.3. have not less than fifteen (15) scholastic years' experience of which at least five (5) years would preferably be in a Church School 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.

Moreover, the provisions in clause 4.1 are applicable for purposes of eligibility into this Grade.

- 28.3. Heads of Department – Inclusion employed by the SfCE shall be organised across Church Schools. The SfCE shall endeavour to gradually have an adequate complement of HoDs – Inclusion to suitably cater for the arising needs in Church Schools. Parties recognise that this provision is also reliant on approval or otherwise by MEDE.
- 28.4. HODs – Inclusion may be invited to engage with the Church Schools' SMTs on matters related to their expertise and upon invitation by the SMTs.
- 28.5. 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.
- 28.6. As from 1st January 2018, serving officers in the grade of Heads of Department – Inclusion in Salary Scale 7 shall be assimilated as Heads of Department – Inclusion in Salary Scale 6, benefitting from the provisions for Heads of Department as stipulated above.

29. School Counsellors, Principal/Senior/Education Support Practitioner Grades

- 29.1. Parties recognise that the grade of School Counsellor, a grade consisting of warranted teachers who are appointed in the post, was always aligned with the grade of Assistant Head and Head of Department.
- 29.2. Parties agree that School Counsellors shall continue to enjoy the same teaching conditions in terms of contact hours, holiday periods and all other conditions whilst they shall remain eligible

for lateral or promotional posts within the teaching stream as enjoyed by Assistant Heads and Heads of Department.

- 29.3. School Counsellors shall retain the same financial package in terms of salary scale (7) including the respective annual increase as per Government Salary Scales and an allowance of €1100 pa. until such time that a new Student Support Services Grades (SSSG) agreement is concluded between the Government and MUT. School Counsellors shall then benefit from the commensurate financial package pegged to the respective analogous grade as shall be defined in the prospective new agreement for SSSG.
- 29.4. Parties agree that as soon as the SSSG agreement has been renegotiated with MEDE, the analogous grades (namely Principal Education Support Practitioner, Senior Education Support Practitioner, Education Support Practitioner Grades or any evolution of such grades emerging from the said negotiations) employed by the SfCE shall enjoy the same conditions established in the SSSG agreement.

30. Assistant Head of School

- 30.1. 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 promoting the school ethos, fostering 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:
- (i) 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;
 - (ii) assume responsibility for ensuring educational and personal entitlement of all learners;
 - (iii) lead and coordinate all initiatives related to meeting the needs of individual learners, 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);
 - (iv) develop and maintain an emotionally, psychologically and physically safe, as well as orderly school environment, though a creative and cognitively stimulating climate that is conducive to learning;
 - (v) collaboratively create and nurture a Community of Professional Educators, leading by example through active participation;
 - (vi) coordinate mentoring duties of Newly Qualified/Recruited Educators and others experiencing challenges;
 - (vii) deputise for the Head of School taking full responsibilities attributed to such role in cases of long term paid and/or unpaid leave, including sick leave or in emergency situations.
- 30.2. In the filling of vacancies in the grade of Assistant Head of School the Union recognizes the right of the Church Authorities to appoint members of the Religious Order/Congregation/Society of Christian Doctrine or, in the case of seminaries, members of the Diocesan Clergy. In such cases the Union and the Church Authorities agree that persons appointed ideally have an appropriate background in educational services.

30.3. The filling of vacancies by lay educators in the grade of Assistant Head of School (Salary Scale 6) shall be by selection following call for applications open to all teachers in Church Schools who have not less than ten (10) scholastic years teaching experience, five (5) years of which would be in a Church School; years of experience as Head of Department 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. Primary and Secondary. In the case of a Call for an Assistant Head for a Sixth Form, similar due consideration will be given to experience at Secondary and/or Sixth Form. Moreover, the provisions in clause 4.1 are applicable for purposes of eligibility into this Grade.

30.4. If no suitable applicant is selected, a fresh call will be made for applicants with the same requirements as outlined in 30.3 except that the 5 year requirement in a Church School will not be needed.

30.5. Provided that the required capacity building is supported by MEDE, by 2022 Church Schools will reach the following entitlement for Assistant Heads when considering the population at the end of February of the preceding year:

- (i) All Schools – a minimum of one (1) Assistant Head;
- (ii) Schools with over 125 learners – two (2) Assistant Heads;
- (iii) Schools with over 250 learners – three (3) Assistant Heads;
- (iv) Schools with over 375 learners – four (4) Assistant Heads;
- (v) Schools with over 500 learners – five (5) Assistant Heads;
- (vi) Schools with over 625 learners – six (6) Assistant Heads;
- (vii) Schools with over 750 learners – seven (7) Assistant Heads;
- (viii) Schools with over 875 learners – eight (8) Assistant Heads;

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

30.6. The selection process for a lay Assistant Head of School:

- (i) the candidates will be given the result of the interview as a global mark; however, they may request a breakdown of their own personal result within seven (7) working days of sending the result. The request needs to be in writing and addressed to the Chairperson of the interviewing board at the school where the post is vacant or at the Secretariat for Catholic Education.
- (ii) the candidates are entitled to appeal the result of their interview. To do so they need to put in writing their appeal providing a clear indication why they do not agree with the result and address it to the: Delegate for Catholic Education. Such an appeal should reach the Delegate for Catholic Education within ten (10) working days of the sending of the result.
- (iii) In case of an appeal, an Appeals Board shall be set up which is composed of a Chairperson appointed by agreement between the Secretariat for Catholic Education and the MUT and two other persons, one nominated by the Secretariat for Catholic Education and another nominated by the MUT.
- (iv) The Appeals Board will review the selection process in order to ensure that the applicant has been treated in a fair, honest and just manner according to the set eligibility and assessment criteria. If this is not the case, a new interviewing board is appointed by the

particular school and the process is repeated. The Appeals Board does not replace the proper role and functions of the interviewing board.

- 30.7. As from 1st January 2018, 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.

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. The Head of School is also responsible to nurture the school ethos, acting as its prime promoter. 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:
- (i) promote and pursue the mission of the school in providing an equitable, high quality holistic education for all learners, raising and maximising both the individual and collective level of attainment whilst narrowing gaps that may persist;
 - (ii) 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;
 - (iii) assume a leading role in organising and coordinating all activities related to curriculum development and delivery;
 - (iv) develop and maintain an orderly, though creative and cognitively stimulating learning environment which is emotionally, psychologically and physically safe;
 - (v) promote and ensure compliance to national and ecclesiastical policies and/or documents, which include: the *Respect for All Framework (2014)*, and *On Cases of Sexual Abuse In Pastoral Activity; Statement of Policy and Procedures in Cases of Sexual Abuse (2014)*;
 - (vi) collaboratively create and nurture a Community of Professional Educators, leading by example through active participation;
 - (vii) lead educational development particularly at the local level, whilst generally contributing at the national level also by serving as a catalyst for positive change;
 - (viii) take responsibility for all necessary measures required in endeavouring to meet the school's staff complement.
- 31.2. The administrative structure of a multi-level school, even if it is a split site, is determined by the school authorities.
- 31.3. The Grade of Head of School shall be pegged to Salary Scale 5. The eligibility requirements are as stipulated hereunder.
- 31.4. In the filling of vacancies in the grade of Head of School, the Union recognises the right of the Church Authorities to appoint members of the Religious Order/Congregation/Society of Christian Doctrine or, in the case of seminaries, members of the Diocesan Clergy. In such cases the Union and the Church Authorities agree that persons appointed should ideally have an appropriate background in educational services.
- 31.5. The filling of vacancies by lay personnel in the grade of Head of School in Salary Scale 5, shall be by selection following a public call for applications open to individuals who;

- (i) 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 or School Counsellor in a licensed school, and
- (ii) are in possession of a full qualification at MQF Level 7 as defined in the National Referencing Report in educational leadership and management (for example the Post Graduate Diploma or Master in Educational Leadership) or comparable qualification, as determined by the competent authorities, or may provide authenticated evidence of successful completion of such programme and are awaiting graduation.

Moreover, the provisions in clause 4.1 are applicable for purposes of eligibility into this Grade.

31.6. Further to the above, in the absence of successful applicants as per clause 31.5 Church Schools may assign Head of School duties to an Assistant Head of School. In the case of an emergency an Assistant Head of School may temporarily be assigned Head of School duties without any prior call for a Head of School.

- (i) Assistant Heads of School assigned Head of School duties shall benefit from the school population allowance as per provisions stipulated in clause 32.4.iii 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 or for the sake of clarity from the date of being assigned such responsibilities thereafter.
- (ii) Furthermore, Assistant Heads of School assigned Head of School duties for at least five (5) full scholastic years become eligible to apply for the grade of Head of School in Salary Scale 5. Provided that, 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 to their previous grade.

31.7. The selection process for a lay Head of School:

- (i) the candidates will be given the result of the interview as a global mark; however, they may request a breakdown of their own personal result within seven (7) working days of sending the result. The request needs to be in writing and addressed to the Chairperson of the interviewing board at the school where the post is vacant or at the Secretariat for Catholic Education, as the case may be.
- (ii) the candidates are entitled to appeal the result of their interview. To do so they need to put in writing their appeal providing a clear indication why they do not agree with the result and address it to the Delegate for Catholic Education. Such an appeal should reach the Delegate for Catholic Education within ten (10) working days of the sending of the result.
- (iii) In case of an appeal, an Appeals Board shall be set up which is composed of a Chairperson appointed by agreement between the Secretariat for Catholic Education and the MUT and two other persons, one nominated by the Secretariat for Catholic Education and another nominated by the MUT.
- (iv) The Appeals Board will review the selection process in order to ensure that the applicant has been treated in a fair, honest and just manner according to the set eligibility and assessment criteria. If this is not the case, a new interviewing board is appointed by the particular school and the process is repeated. The Appeals Board does not replace the proper role and functions of the interviewing board.

31.8. As from 1st January 2018, 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. Allowances

32.1. The allowances stipulated in this section, unless otherwise stated in the same agreement, shall be paid on a per annum basis.

32.2. Education Grades' Allowance:

Employees covered by this agreement shall benefit from the educator's grade allowance as per the following table;

Grade	Salary Scale	2018 €	2019 €	2020 €	2021 €	2022 €
Head of School	5	2,725	3,543	4,633	5,450	5,450
Assistant Head/ Head of Department	6	1,638	2,129	2,784	3,275	3,275
Teacher	7* (with twenty years of service or higher)	3,500	3,950	4,550	5,000	5,000
Teacher	7	1,500	1,950	2,550	3,000	3,000
Teacher	8	1,313	1,707	2,232	2,625	2,625
Teacher	9	1,175	1,528	1,998	2,350	2,350
Kindergarten Educator III / Learning Support Educator III	9	975	1,268	1,658	1,950	1,950
Kindergarten Educator III / Learning Support Educator III	10	913	1,186	1,551	1,825	1,825
Kindergarten Educator II / Learning Support Educator II	10	913	1,186	1,551	1,825	1,825
Kindergarten Educator II / Learning Support Educator II	12	788	1,024	1,339	1,575	1,575
Kindergarten Educator I / Learning Support Educator I	13	765	995	1,301	1,530	1,530
Kindergarten Educator I / Learning Support Educator I	14	753	978	1,279	1,505	1,505
Kindergarten Educator I / Learning Support Educator I	15	740	962	1,258	1,480	1,480

*Those teachers performing teaching duties, including teachers who are providing services through internal calls issued by Church Authorities, who are in Salary Scale 7, with twenty calendar years or more service in the grade shall benefit from this allowance. The difference between this allowance and the allowance applicable to teachers in Salary Scale 7 shall cease to be paid if such conditions as stipulated in this clause are no longer met.

32.3. Works Resources:

The introduction of an annual Work Resources Fund shall be paid to grades as stipulated in the table below, subject to procedures regulating the award of this allowance, in force from time to time and in agreement with the union.

Grade	Salary Scale	2018 €	2019 €	2020 €	2021 €	2022 €
Head of School	5	375	488	638	750	750
Assistant Head/ Head of Department	6	363	471	616	725	725
Teacher	7	350	455	595	700	700
Teacher	8	338	439	574	675	675
Teacher	9	325	423	553	650	650
Kindergarten Educator III / Learning Support Educator III	9	325	423	553	650	650
Kindergarten Educator III / Learning Support Educator III	10	313	406	531	625	625
Kindergarten Educator II / Learning Support Educator II	10	313	406	531	625	625
Kindergarten Educator II / Learning Support Educator II	12	288	374	489	575	575
Kindergarten Educator I / Learning Support Educator I	13	275	358	468	550	550
Kindergarten Educator I / Learning Support Educator I	14	263	341	446	525	525
Kindergarten Educator I / Learning Support Educator I	15	250	325	425	500	500

32.4. Other allowances:

Learning Support Educators, Kindergarten Educators, Teachers and Heads of Department (with regard to teaching loads) who are deployed in more than one school, but are not performing peripatetic duties, shall benefit from an annual allowance, over and above other allowances already stipulated in this agreement, as per table below:

2018 €	2019 €	2020 €	2021 €	2022 €
150	195	255	300	300

- (i) This allowance shall cease to be paid if there is no longer the need for the educator to cover more than one school. Education grades receiving this allowance shall not be entitled to the travel reimbursement.
- (ii) Heads of School and Assistant Heads officially acting as Heads of School shall benefit from an allowance based on their school population, such population determined on the basis

of the projected school population at the beginning of a scholastic year. This allowance shall be paid as follows:

School Population	2018 €	2019 €	2020 €	2021 €	2022 €
over 800 learners	900	1170	1530	1800	1800
From 651 to 800 learners	750	975	1275	1500	1500
From 501 to 650 learners	600	780	1020	1200	1200
From 351 to 500 learners	450	585	765	900	900
From 201 to 350 learners	300	390	510	600	600
Under 200 learners	150	195	255	300	300

- (iii) Supply Graduate Teachers (with a Teaching Degree; for example as per definitions to date, a Teacher graduated to teach a subject at the Secondary level, employed as a Primary Class Teacher), Supply Graduate Teachers (with a Non-Teaching Degree; for example as per definitions to date, a Graduate with any first degree but not in Education), Supply Teachers, Supply Kindergarten Educators, and Supply Learning Support Educators shall benefit from an annual allowance for supply staff as per table below:

Supply Grade	Salary Scale	2018 €	2019 €	2020 €	2021 €	2022 €
Supply Graduate Teacher (Teaching Degree)	9	325	423	553	650	650
Supply Graduate Teacher (Non-Teaching Degree)	10	313	406	531	625	625
Supply Teacher	12	288	374	489	575	575
Supply Kindergarten Educator / Supply Learning Support Educator	15	250	325	425	500	500

Educators, including the HoS, covered by this agreement who are appointed as First Aiders through an expression of interest shall be remunerated an extra €300 per annum over and above any allowance entitled to them by this agreement. The amount of this allowance is determined by Central Government, therefore any amendment to the amount decided by Central Government will be applicable to these First Aiders.

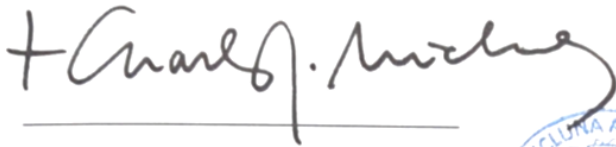
32.5. Qualification Allowances:

- (i) Allowances for relevant qualifications at the levels indicated hereunder will be paid as follows:

MQF 8	€ 1,100.00 per annum
MQF 7	€ 800.00 per annum
MQF 6	€ 500.00 per annum
MQF 5	€ 380.00 per annum

- (ii) The above qualification allowances will be payable provided that:
- (a) only Full Qualifications as defined in the national Referencing Report (An award is an accredited course which does not fulfil the entire requirements of a qualification in terms of the minimum number of credits established by the National Commission for Further and Higher Education. In this regard, it is being clarified that, as distinct from a qualification, an Award does not entitle a public officer to qualification allowance.);
 - (b) only one Qualification Allowance (the highest) shall be paid;
 - (c) where a degree/diploma is a pre-requisite qualification for appointment it shall not attract the relative allowance;
 - (d) an education grade receiving any allowance for the above qualifications maybe required to perform duties in the specific area in which he/she has attained such qualification.

Dated 7th August 2018

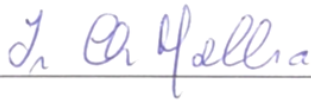


His Grace Mgr. Charles J Scicluna
Archbishop of Malta
President of the Episcopal Conference





Mr Marco Bonnici
President
Malta Union of Teachers



Rev. Dr Charles Mallia O. Carm.
Delegate for Catholic Education



Mr Norman Grech
Senior Vice President
Malta Union of Teachers



Fr Jimmy Bartolo S.J.
Coordinator
Church Schools Association



Ms Elaine Germani
Vice President
Malta Union of Teachers



Ms Carmen Dimech
General Secretary
Malta Union of Teachers

Annex I – Provisions from: Agreement between the Church Authorities and the Malta Union of Teachers for Teaching Grades in Church Schools – 2011

Unless specified otherwise in this agreement, or more favourable conditions are provided by Law, and until such time that further memoranda of understanding, agreements or related documents, including a prospective Manual of Procedures (to be finalised within six months from the signing of the agreement), the clauses in the Agreement between Church Authorities and the MUT signed in 2011, and reproduced in this Annex, still apply.

SECTION C - GENERAL PROVISIONS

3. GRIEVANCE PROCEDURE

- a. It is the intention of the parties to establish the means for the prompt consideration and amicable settlement of all complaints that may arise between any employee or group of employees covered by this agreement and the school.
- b. Should the difference between any School and the Teachers thereof concern the implementation or application of or compliance with the provisions of this Agreement, an earnest effort shall be made to settle such matters in accordance with the following procedures:
 - i. if the grievance is restricted to one teacher or a group of teachers, such teachers assisted by the Union's Delegate shall discuss the grievance with the Head of School.
 - ii. if the grievance concerns all the staff, or the majority thereof, the Union's delegate together with members of the Union's Committee shall discuss the grievance with the Head of School.
 - iii. if in either case the grievance is not redressed, discussions shall be held between officials of the Union and the Church Secretariat for Catholic Education.
 - iv. no loss of pay shall be incurred by the Union's Delegate or members of the Union's Committee by his/their reasonable absence from work in accordance with the above procedure, provided that the Head of School is previously notified.

4. UNSATISFACTORY WORK OR CONDUCT

- a. There is an obligation on the part of teachers to conduct themselves in an exemplary manner and observe the rules and regulations applicable to their work; and to carry out to the best of their ability the lawful instructions of their superiors, and to perform their work conscientiously and efficiently.
 - i. No full time teacher shall have any other job or carry out any other work whatsoever which, in the opinion of the school, could adversely affect his/ her duties.
- b. No written report on unsatisfactory conduct or work shall be so raised unless it is made within seven working days of discovery of any particular incident considering warranting such a report.
- c. In the case of such a report, the teacher shall be allowed not less than 7 working days to submit his/her comments in writing.
- d. If, following the receipt of the teacher's comments, the School decides to consider disciplinary measures, the teacher shall be entitled to a personal hearing before the Head of School, and in such a hearing he/she shall be allowed to be assisted by a representative of the Union.
- e. If any unfavourable report is submitted and recorded against a teacher, a copy shall be given to him/her. He/she shall sign it to signify receipt.
- f. Nothing in this or any other Section shall prevent a teacher who feels aggrieved by any decision to refer his/her case to any competent court including the Industrial Tribunal.

SCHEDULE A

SICKNESS

30 working days on full pay
30 working days on half pay

Any further period on no-pay up to one scholastic calendar year, and as stipulated by law.

Any National Insurance benefit received by a Teacher in respect of sick leave on full pay shall be remitted to the school.

BEREAVEMENT

Two working days on the occasion of the death of near relatives: namely, wife or husband, mother or father (or the person who at the time was in fact acting as the mother or father), son or daughter or brother or sister.

MARRIAGE

Three working days paid leave on the occasion of marriage.

Note: The Marriage and Bereavement Leave can only be availed of at a stretch and should not start later than the first working day following the occasion to which it refers.

LEAVE ON THE BIRTH OF A CHILD

Male teachers are entitled to two working days paid leave on the occasion of the birth of a child to their wife. This leave is to be availed of at a stretch within fifteen (15) days following the occasion.

MATERNITY

Female teachers are entitled to Maternity Leave on full pay for absences from work because of pregnancy and confinement for an uninterrupted period of not more than 14 Weeks as follows: -

- (a) a teacher may utilize up to eight (8) weeks immediately prior to date of confinement; and
- (b) and a minimum period of six (6) weeks immediately following date of confinement.

For the purpose stated above, a confinement will be taken to mean the birth of a child.

PARENTAL LEAVE

The two parties agree that teachers who may feel the need to absent themselves to look after their young family will be allowed special unpaid leave for a period not exceeding one (1) year which will include the following period of summer holidays, if requested.

In cases where the fourteen weeks' maternity leave entitlement is availed of prior to the unpaid leave, the commitment to serve for six months or refund the fourteen weeks salary will apply after the expiration of the period of unpaid leave.

FAMILY CARE CAREER BREAK

The two parties agree that teachers who may need a further period in which they can look after their young children will be allowed, if requested, a once only special unpaid leave for a period of up to and not more than five (5) years provided that the children in question are under 6 years of age at the date of commencement of such leave.

Provided that if a teacher does not avail him/herself of the whole five year period s/he can apply to continue the remaining period following the birth of another child.

ADOPTION LEAVE

In furtherance of the principle that adoptive parents and adopted children should have the same rights and benefits enjoyed by other parents and children, the following measures are agreed to in regard to cases of adoption of minors: -

- (i) female teachers are entitled to eight weeks adoption leave with full pay starting from the day that a child passes into their custody. Those employees who fail to resume duty at the expiration of this leave, or who, having resumed work, resign from employment without sufficient cause within three months, shall be liable to refund a sum equivalent to the salary they received during the adoption leave.
- (ii) adoptive female teachers will also, if requested, be granted special leave without pay for a period not exceeding one year to take care of adopted children.
- (iii) male teachers are entitled to two (2) working days adoption leave with full pay at the time that they take custody of a child.
- (iv) special consideration for separate periods of special leave without pay not exceeding three months in the aggregate may be given to requests for such leave in those cases of international adoptions which involve lengthy processes abroad.
- (v) Provided that changes in adoption leave entitlement in Public Service will be reflected in this agreement if necessary.

PRE-RETIREMENT LEAVE

- i. Teaching grades are entitled to avail themselves of unutilised sick leave on full pay as pre-retirement leave on the basis of 1 day's preretirement leave for every 4 days of unutilized full pay sick leave, immediately preceding their retirement from service on reaching the age limit. Employees who intend to avail themselves of this pre-retirement leave must give 3 months advance notice to the employer.
- ii. Eligibility for pre-retirement leave. In order to qualify for preretirement leave, public officers need to accumulate an average of fifteen (15) days of unutilized sick leave on full pay per year, throughout their career in Church Schools.
- iii. Entitlement of pre-retirement leave. The maximum amount of unutilized sick leave which employees are entitled to carry over for the purpose of pre-retirement leave is limited to 7 working days per calendar year (i.e. $\frac{1}{4}$ of 28 days). The resulting number of days of pre-retirement leave are to be availed of in working days for a continuous period which however, in any case, cannot exceed a total of three (3) calendar months. When on such leave, officers will receive their full substantive salary.
- iv. The position occupied by an employee on pre-retirement leave will be considered as vacant with effect from the date when the employee commences the pre-retirement leave.

- v. During pre-retirement leave, all allowances should immediately be withheld. Allowances include all supplementary payments and other benefits to which the officers may be entitled in terms of the Performance Agreement
- vi. In schools where records of sick leave are unavailable it is agreed that pre-retirement leave will be calculated on the formula established in the 2006 Addendum to the previous collective agreement signed between the MUT and the Church Authorities. It is also agreed that all schools will keep sick leave records up to date with the view of using the system established by this agreement by not later than 2012.

SPECIAL UNPAID LEAVE

Both sides agree that special unpaid leave may be granted to all employees in Church Schools that are represented by this Agreement for a period not exceeding one (1) year for the reasons listed hereunder.

- i. Missionary Work/Voluntary Service abroad/Religious Vocation;
- ii. to undertake courses of study.
- iii. to accompany spouse abroad for work purposes
- iv. Responsibility Break
- v. Other instances of Leave connected to Family Friendly Measures

Provided that:

Such leave is applied for not less than three months in advance.