

# Award in Maltese Education Law and Data Privacy Implications in the Education Sector

**Lecture Title: Teachers Employment, Contracts and Collective Bargaining**

**Lecturer: Av. Steve Zammit**

**Date: 1<sup>st</sup> November 2023**



**Diploma in Law (Malta)**



CAMILLERI PREZIOSI  
ADVOCATES

## Teachers Employment

Usually through Public Call for applications for State Schools, regulated by a contract between the parties for independent.

## Contracts

“At the moment there is some pressure within the teaching profession in the UK for a more detailed teacher’s contract, arising, understandably perhaps, from conditions in hard pressed, understaffed and overworked schools.”

John Partington.

Professionals are permitted considerable freedom in their work on condition that they do more than they are paid for.



## Two Key Aspects of Contracts



## Call for applications

– Teachers Primary / Secondary / Post-Sec / Special Education  
[June 2023]

[https://educationservices.gov.mt/en/vacancies/Documents/Post%20of%20Teacher%202023%20\(ENG\).pdf](https://educationservices.gov.mt/en/vacancies/Documents/Post%20of%20Teacher%202023%20(ENG).pdf)

– LSEs [Sept. 2023]

[https://educationservices.gov.mt/en/vacancies/Documents/Post%20of%20Learning%20Support%20Educators%20\(ENG\).pdf](https://educationservices.gov.mt/en/vacancies/Documents/Post%20of%20Learning%20Support%20Educators%20(ENG).pdf)



Items one should check BEFORE signing agreement:

- 1) Probation period
- 2) Salary
- 3) Duties
- 4) Termination
- 5) All forms of leave
- 6) Procedures
- 7) Defense + Representation
- 8) Working time

Ideally one should consult a lawyer and/or union before signing.

Unions and Collective Bargaining : MUT obo Teaching class is a signatory to the **Public Service Collective Agreement** and to the **2017 Sectoral Agreement**. Benefits of class representation, individual representation, specified advice, services of a lawyer.



Teachers association were directly recognized also by the Education Act of 2006:

Article 26. (1) There shall be a Council to be known as the Council for the Teaching Profession, which shall be composed of the following members:

(d) two practising registered teachers ..., nominated by that association registered with the Council in accordance with the provisions of this Act and which satisfies the Council that the majority of the registered teachers are its members;

34.(1) An association of teachers is an association of teachers established with the primary aim of promoting the principles, values and standards related to the practice of the teaching profession.

(2) Any association of teachers may make an application to the Council to be registered as an association of teachers for the purposes of this Act



## Chapter 606 - Teaching and Allied Professions Act

3.(1) There shall be a Council, to be known as the Council for the Teaching and Allied Professions, which shall be composed of the following members:

- (d) two (2) registered educators from among registered educators who have practised as educators for not less than eight (8) years, nominated by the trade union representing the majority of educators;



TABLE OF CONTENTS

<u>Article</u>	<u>Description</u>	<u>Page</u>
1.	RECOGNITION.....	2
2.	MANAGEMENT RIGHTS .....	2
3.	ASSOCIATION & TEACHERS' RIGHTS .....	2-4
	1. Association Rights	
	2. Teacher Rights	
4.	TERMS AND CONDITIONS OF EMPLOYMENT.....	5-13
	1. Teaching Load	
	2. Assignments	
	3. Teacher Assignment to Non-Professional Tasks	
	4. Workday	
	5. Teacher Hours - High School	
	6. Teacher Hours - Middle School	
	7. Teacher Hours - Elementary	
	8. Lunch Period	
	9. Cancellation and Rescheduling of Student Instruction	
	10. Staff Rooms	
	11. Classrooms	
	12. Least Restrictive Environment	
5.	TEACHERS' PROFESSIONAL WORKING RESPONSIBILITIES....	13-16
	1. Supervision	
	2. Research and Development	
	3. Care of Supplies and Facilities	
	4. Lesson Plans	
	5. Personal Appearance	
	6. Activities and Organizations	
	7. School Improvement Meetings	
	8. Professional Development & Probationary Teacher	
	9. Mentor/Mentee Professional Development	
	10. Professional Development	
	11. Representation at Conferences	
	12. Parent Teacher Conferences	
6.	PERSONNEL FILE.....	16
7.	SENIORITY.....	16-19
	1. Definitions	
	2. Certification and Qualifications	
	3. Fringe Benefits	

8.	GRIEVANCE PROCEDURE.....	19-22
	1. Definitions	
	2. Knowledge of	
	3. First step	
	4. Second Step	
	5. Third Step	
	6. Arbitration	
	7. Failure to meet time limits	
	8. Time for Discussion of Grievances	
	9. Time Limits/Vacations	
	10. Association Knowledge	
9.	SUBSTITUTE TEACHERS .....	22
10.	DISCIPLINE/STUDENT .....	22-24
	1. Mutual Commitment	
	2. Reporting Incident	
11.	SHARED TEACHING .....	25
	1. Definitions	
	2. Application	
	3. Seniority	
	4. Responsibility and Benefits	
	5. Board and Teacher Rights	
	6. Substituting	
12.	LEAVES OF ABSENCE.....	26-32
	1. Sick Leave and Sick Leave Notification	
	2. Personal Leave	
	3. Bereavement Leave	
	4. Military Leave	
	5. Court Appearances	
	6. Child Rearing/FMLA	
	7. Voluntary Leave	
	8. Political Leave	
	9. Sabbatical Leave	
13.	SALARY SCHEDULES.....	32-42
	1. Steps & Lane schedules for 2018-2019, 2019-2020, 2020-2021	
	2. Longevity	
	3. Conditions for Vocational Teacher Placement	
	4. Payment Schedule	
	5. Coaches' Salaries	
	6. Extra Duty Assignments	
	7. Formula for Substitution Rates	





## Time Frames

Teacher contracts typically span a time frame of (EXAMPLE) one school year or calendar year/s.

While a teacher is under contract, he cannot leave employment without requesting to be released from the contract.

Also, during the contract time frame, schools cannot dismiss a teacher without a legal hearing



## Features

Teacher contracts typically specify a teacher's yearly salary. The contract may also mention other benefits. Contracts also outline job responsibilities.

Teacher's title generic "a "secondary teacher" or specific "English teacher."

Other possible items included in a teacher contract include information about performance evaluations, requirements to disclose any criminal charges, provisions for laying off teachers and procedures for conflict resolution between teachers and administrators.



## Considerations

A teacher contract becomes effective once the teacher signs and returns the contract to the school / department.

Schools usually give out contracts at the end of the school year and give teachers a period of time to review the contract.

If the teacher does not return the contract by the deadline, the contract becomes null and ineffective. The same happens if the teacher positively refuses the contract.



I.D. No. ....

**FILLING OF POST OF TEACHER IN THE DIRECTORATE FOR EDUCATIONAL SERVICES IN TERMS OF CALL FOR APPLICATIONS AS PER GOVERNMENT GAZETTE PUBLISHED ON \_\_\_\_\_**

Dear .....

I am pleased to inform you that, following your success in the selection process for the post in caption, you have been selected for the post of Teacher in the Directorate for Educational Services.

You are now kindly asked to indicate whether you will be accepting or refusing the appointment, by ticking the appropriate box overleaf.

If you are accepting the appointment, please indicate whether you will be able to take up the duties of the new post on the \_\_\_\_\_ (*First day of school*).

For the purpose of this call for applications, requests for delays and postponements as outlined in PAHRO Circular 37/2012, will not be accepted since classrooms cannot be left without Teachers for any period of time. The above mentioned circular can be obtained via the following link: [https://www.education.gov.mt/PAHROCircular\\_No37\\_2012.aspx](https://www.education.gov.mt/PAHROCircular_No37_2012.aspx)

If you applied for more than one subject/sector and you opt to refuse the subject/sector being offered, you will retain the order of merit achieved for the other sector/subject/s which will be offered **only** when vacancies arise and according to the order of merit of the result list. Should you opt to refuse the appointment of Teacher, please note that you will have no right to an appointment under the same call for applications, even if you subsequently change your mind.

Likewise, should you resign the post after taking up the relative duties, you have no right to be re-appointed under the same call for applications.

You are to submit the requested information by replying to this e-mail at the address: [dhrd.mede@gov.mt](mailto:dhrd.mede@gov.mt), either by attaching a scanned copy of the attached form duly filled in and signed or by e-mailing the form as body text.

**Failure to reply by the day following the date of this letter will be considered as a refusal of appointment.**

Yours faithfully,

.....  
Director HR MEDE

I.D. No. ....

**FILLING OF POST OF TEACHER IN THE DIRECTORATE FOR EDUCATIONAL SERVICES IN TERMS OF CALL FOR APPLICATIONS AS PER GOVERNMENT GAZETTE PUBLISHED ON \_\_\_\_\_**

I, Mr/Ms \_\_\_\_\_ I.D. No. \_\_\_\_\_, have read the above information and hereby declare that:

I accept the above captioned appointment (Teacher \_\_\_\_\_) and am in a position to commence duties on the \_\_\_\_\_ (*First day of school*)

N.I. \_\_\_\_\_ Mob: \_\_\_\_\_ Tel: \_\_\_\_\_

Teaching Qualification: \_\_\_\_\_

E-mail: \_\_\_\_\_

**or**

I refuse the subject/sector \_\_\_\_\_ being offered (*only in case of applicants who applied for more than one subject/sector*)

**or**

I refuse the appointment of Teacher

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Teacher employment contracts should ideally include these 10 points:

**1). Number of hours**

eg per week / events outside school hours - parent meetings.

**2). Classroom requirements**

Degree in education / teaching certification / other qualification.

**3). Professional Development Opportunities**

CPD to support growth / involvement in school's community.

**4). Communication Methods with Parents and Students**

How to communicate with parents and students, including outside of class.



## **5). Behavior Expectations**

Establish classroom rules and expectations. Specific about consequences

## **6). Grading Criteria**

How assignments / work is collected and when.

## **7). Parental Visits**

When and how teacher – parents contact is allowed.  
Whether to allow visits

## **8). Substitute Teachers Section**

Limited job security. Contract helps feel more secure /better remuneration. Length of time / duties.



## 9). Professional Growth Opportunities

Possibility of moving up - work harder. Incentive to invest in your time, skills and abilities.

## 10). Job Security

Correct language to include about what happens if terminated.

Severance package / Security of tenure (after probationary period)



79444814

dottszammit@gmail.com



**Diploma in Law (Malta)**



CAMILLERI PREZIOSI

ADVOCATES





## Diploma in Law (Malta)



CAMILLERI PREZIOSI  
ADVOCATES