

COLLECTIVE AGREEMENT
BETWEEN THE
MALTA COLLEGE OF ARTS,
SCIENCE & TECHNOLOGY
AND THE
MALTA UNION OF TEACHERS

2022 – 2027

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SECTION I: GENERAL PROVISIONS

1. Preamble

Whereas the MCAST and the MUT agree that a stable and harmonious relationship between both parties is desirable for the maintenance of stability and industrial peace which would lead to the prosperity, welfare and efficient operation of the undertaking in the mutual interest of both the employer, grades covered by this Agreement and the students, the MCAST and the MUT enter into this Agreement and pledge themselves to abide by its provisions and to co-operate in all good faith in upholding the principles embodied therein.

Meeting together in free and voluntary association to determine and to subsequently regulate the relations between them in the interest of mutual understanding and co-operation, the parties to this Agreement have agreed to the following:

2. Management Clause

The parties agree that the Management of the College has the authority to execute all the various duties, functions and responsibilities vested in the Management provided that the exercise of such authority shall not in any way conflict with this Agreement.

3. Definitions

- i. **'Agreement'** means this Collective Agreement
- ii. **'Working day/s, hour/s'** for the purpose of notice of industrial action shall mean such day/s/hours as are worked by all grades covered by this agreement of the College and for this purpose days of shut-down, Saturdays, Sundays and Public Holidays shall not be considered as working days.
- iii. **'Consultation'** means the exchange of views between the Union and the Management in such a manner as to permit the Union, on the basis of the information provided, to express an opinion on measures planned to be taken by Management which may be taken into account in the decision-making process.
- iv. **'Management'** is to be understood to be the “Principal and Chief Executive Officer” or such official of the College authorised by the “Principal and Chief

Executive Officer” to head the Administration as defined by the MCAST Act 2023 Laws of Malta XXXII as in force from time to time.

- v. **'Union'** means the Malta Union of Teachers which currently enjoys sole recognition in terms of LN 413 of 2016 as in force from time to time for the grades covered by this agreement.
- vi. **'Union Official'** shall mean the President, Senior Vice President, the Vice President, the General Secretary and the Assistant General Secretary of the Union. For this purpose, while signatories acknowledge the vital role of the MUT delegate or member of the MCAST Union Committee, are not captured by the definition of a union official.
- vii. **'Immediate family'** means the husband, wife, partner in civil union, married or unmarried children, as well as family relations up to the first degree, and whether living in the same household or not and persons having legal custody of a child and as per legislation in force from time to time.
- viii. **'Place of work'** shall be construed to mean MCAST Main Campus (Paola) and the satellite institutes, centres, colleges and any other place where the employee is assigned to render service on behalf of MCAST such as places of students' placements and places where students receive their practical training.
- ix. The singular includes the plural and any reference to gender shall be interpreted and defined to be as gender inclusive.

4. Recognition and Scope

Union Recognition shall be regulated by the provisions currently stipulated in Legal Notice 413 of 2016 of Chapter 452 of the Laws of Malta and any other amendment thereto, in force from time to time.

For the purposes of union recognition, employees shall be interpreted to mean those who are employed on full-time basis only in the respective category.

All activities of the recognised union (MUT) at all workplaces covered by this agreement including meetings with individual members and groups may only be held by the recognised union (MUT) following a request to MCAST Management. This request must be presented at least three (3) working days before the activity unless there are situations

which require the immediate presence of the MUT at the workplace. Permission of MCAST Management must be sought at all times, but it shall not be refused unless there is a valid reason. No union other than the recognised (signatory) union can hold activities at the workplace.

MCAST shall provide a dedicated noticeboard in all workplaces covered by this agreement to be used by the MUT. These noticeboards shall only be used for dissemination of information about union activities. The union shall pass a copy of the material affixed in noticeboards to MCAST. MCAST shall provide meeting facilities to the MUT when requested.

5. Duration of the Agreement

Unless otherwise stated, particularly as regards the financial package the effective date which will be backdated, the provisions of this Collective Agreement shall be as from 1st January 2022 up until 31st December 2027.

During the six months prior to the closing date of this agreement, the parties shall initiate the process to reach a new Agreement. Changes to the current agreement, during the validity period, necessitate mutual consent. The contents of this Agreement shall remain in force until such time as a new agreement is concluded.

6. Subject Matter

The validity period and the contents of this Agreement shall remain in force irrespective of any changes in the status of the respective signatories and the Institutions represented in it.

7. Management of Business

Both parties agree that the management in general, and the operation of MCAST to carry out all the various duties, functions and responsibilities incidental thereto, are vested in MCAST in accordance with the legal provision emanating from the Laws of Malta as in force from time to time. This Agreement shall not affect the exercise of such authority. Both parties agree to meet as often as required in order to maintain the best possible relations.

MCAST shall strive that work practices for this end across all institutes are similar in format and workload, and that they do not entail repetition of tasks while ensuring a reasonable amount of work.

Following the signing of this agreement, engagement of new part-time work and additional hours is subject to the right of first refusal by full time employees.

8. The MUT and the MUT's MCAST Section Committee

MCAST hereby agrees to afford reasonable assistance to the MUT's MCAST Section Committee for it to conduct business and legitimate functions as specified within this Agreement. The members elected to sit on the MUT's MCAST Section Committee shall be free to undertake their activities on behalf of the MUT. Authorisation for release to attend to Union business during College time is required and under normal circumstances will be granted.

The Union's MCAST representatives, hereafter known as MUT rep, will have six (6) hours every week reduced from the contact hours' load. This may be availed of either by the main representative or shared in aggregate between MUT representatives.

MCAST Executive Management and the MUT will meet upon request in order to discuss developments and issues and ensure efficient and effective communications, and proactive and harmonious relationships. MCAST Executive Management shall endeavour to schedule such meetings in a timely manner.

9. MCAST-MUT Relations

MCAST and the MUT agree that in the event of any difference of opinion that may arise in the interpretation of this Agreement, or any other matter, but which is not referred to in this Agreement, both parties will enter into discussions in an attempt to seek a settlement satisfactory to both parties, in full cognizance of the autonomy of the Institution. If these efforts do not provide the necessary solutions, the case will be referred to mediation and/or conciliation. This shall not preclude either party from exercising its rights according to law.

10. Qualification Allowance

Employees in possession of qualifications that are beyond the qualifications required for entry into a grade shall be entitled to receive the following additional remuneration:

MQF Level	Description	Annual Allowance 2023 - 2026	Annual Allowance 2027 onwards
8	Doctoral Degree	€1,100	€1,400
7	Master's Degree Postgraduate Diploma	€800	€1,100
7	Postgraduate Certificate	€400	€700
6	Bachelor's Degree	€500	€800
5	Undergraduate Diploma VET Higher Diploma	€380	€680
5	Undergraduate Certificate	€200	€500

An employee is only entitled to one qualification allowance whichever is the highest.

If it transpires that there are serving employees as on the date of signing of this Agreement are benefitting from a qualification allowance in lieu of a Postgraduate Certificate (MQF Level 7) they shall continue to benefit from their current qualification allowance entitlement.

To receive the qualification allowance the employee requires to apply as per policy and procedures. As from 1st January 2025, employees who are in possession of a Masters MQF Level 7 or higher shall be entitled to the respective qualification allowance.

Only when the employee has the final marks in hand can they be eligible for application. The allowance will be designated from the date of application, as long as the certification is presented with the application.

11. Resignation or Termination of Employment

In the case of resignation or termination of employment for reasons other than cases resulting from disciplinary procedure, resignation or termination of employment by either party may only be given in accordance with the provisions of Part V of Section 33 - 42 of the Employment and Industrial Relations Regulation Act (2002), Chapter 452 of the Revised Laws of Malta, or in accordance with any such laws as may be in force from time to time. Notice of termination of employment by either party must be given as stipulated as per law.

Employees who terminate their employment with MCAST or request to be redeployed / seconded within the Public Administration, for the purpose of taking up a new employment with the Public Administration are subject to a period of notice of termination of employees of not more than eight (8) weeks.

12. Special Paid Leave

In cases whereby reference is made to Central Administration's policies, whereby applicability may negatively affect the conditions of employment enshrined in this Agreement, this shall be discussed by the parties.

- a) **Birth of child:** Ten (10) working days shall be allowed to employees who did not give birth immediately following the birth of each of their children.

- b) **Bereavement:** Full time employees shall be allowed two (2) working days paid leave on the occasion of the death of any of the following relatives: wife, husband, partner in civil union, mother, father (or person who at the time was acting as father or mother), son, daughter, brother, or sister.

- c) **Marriage/Civil Union:** Three (3) working days considered as special leave is granted to employees on contracting marriage/ civil union. The leave is to be availed of at a stretch and should commence on the first working day following the marriage/civil union.

- d) **Paid Study Leave for Education Purpose:** Employees falling under this agreement, will be entitled to avail themselves of one year of paid leave to pursue a course of study relevant to the line of work. The following are the Policy and Procedure of the Programme:
 - a. The purpose of the programme is purely for education purposes which has a relevance with the line of work of the applicant.
 - b. The selection will be carried out by means of an application released by MCAST every year commencing from December till February of the next year.
 - c. The selection of the applicants will be carried out through the Paid Study Leave Committee.
 - d. The number of employees is capped to a maximum of nine (9) a year.
 - e. Employees must be in employment for five (5) years in full time employment at MCAST.
 - f. Employees can avail themselves for this programme only once.
 - g. The selection and governance of the programme remains to be at MCAST discretion.

Parties shall enter into an undertaking as per Policy and Procedure of the Programme.

- e) Urgent Family Leave:** Full time employees may utilise a total of thirty-two (32) hours of their annual leave entitlement for the purpose of urgent family matters. The first sixteen (16) hours shall be utilised in line with the provisions of this Agreement, whilst legal provisions shall apply as from 17th hour onwards i.e. deducted in line with the provisions related to sick leave. In such circumstances, and following the utilisation of such urgent family leave, arrangements are to be made between the employee concerned and the Human Resources Department.

Urgent family leave is granted in the following circumstances:

- a) Accidents to members of the immediate family.
- b) Sudden illness or sickness or any member of the immediate family requiring the assistance or presence of the employee.
- c) Situations requiring the employee's presence during births and/or deaths of the immediate family.

In such circumstances, the employee has to inform the Management of the necessity of such leave as soon as possible. Management has the right to ask for documentary evidence.

The provisions of the respective legal provisions shall apply as in force from time to time.

- f) Maternity:** Pregnant employees are entitled to eighteen (18) weeks of maternity leave in accordance with law. Employees are entitled to their full salary for the first 14 weeks of maternity leave. If the employee opts to avail herself of maternity leave beyond the paid 14 weeks, she will be entitled to the applicable benefits payable under the Social Security Act, Eligible employees are to apply in writing four (4) weeks before stopping work in preparation for the birth: a medical certificate confirming the expected date of confinement is to be submitted.

All maternity leave that coincides with statutory vacation leave as established in this agreement shall be replaced after the maternity leave period expires.

Employees who take maternity leave are obliged to work for six (6) full months (excluding leave and sick leave) on return. In the event that the employee fails to work these six (6) months, she has to refund any salary received during the maternity leave from MCAST.

Breast Feeding Facilities

In line with the Government policy to promote breastfeeding, the conditions of work breastfeeding employees should be facilitated through the temporary adjustment of the work environment and/or the hours of work of the employee

concerned. This is without prejudice to the operational work exigencies as well as space availability.

- g) Special maternity leave:** An employee who, having been granted maternity leave, is unable to resume duties at the expiration of the maternity leave owing to a pathological condition arising out of confinement, shall be entitled to a further period of absence of up to five (5) weeks. Such further absence shall be deducted from the employee's sick leave entitlement, provided that a medical certificate is produced.

'Confinement' will be taken to mean the birth of a living child or a stillbirth (at or after 22 weeks of pregnancy or as certified by the competent authorities).

The sick leave procedure as contemplated in this Agreement and has to be abided by. Applications for such leave have to be submitted as early as possible.

- h) Leave for medically assisted procreation.**

Management shall assist employees for medically assisted procreation according to LN 156/2017.

- i) Adoption Leave:** MCAST employees may apply for paid adoption leave for an uninterrupted period of eighteen (18) weeks. In cases of international adoptions which involve lengthy processing abroad, special consideration may be given by MCAST for the granting of unpaid leave which should not exceed three months.

At least four (4) weeks prior to the commencement of adoption leave, the employee is required to submit an application form via the MCAST Special Leave online system to the Head of Department.

The application form should be supported by full documentation. The Director/Head of Department will approve accordingly, and the online form will move to HR which will be reviewed by Management. Once all is in order this will be approved, and the applicant will be notified.

Conditions

Adoption leave may be availed by either of the adoptive parents or shared by both.

- i. Adoption leave availed of between the two does not exceed the prescribed limit.
- ii. Adoption leave should be taken in one uninterrupted period. If adoption leave is shared by both adoptive parents, it may be taken at the same time.
- iii. Adoption leave commences on the day that a child passes into the care and custody of the adoptive parents. Those employees who fail to resume duties at the expiration of this leave, or who, after having resumed duties, resign or abandon their employment without sufficient cause within six

- (6) months from such resumption, shall be liable to pay MCAST a sum equivalent to the salary they received during the paid adoption leave.
- iv. If adoption leave is shared, the obligation of six (6) months service to government is computed pro-rata, with each parent being bound by their respective period of service.
 - v. MCAST employees will be entitled to their full salary for the first fourteen (14) weeks adoption leave. If the employee chooses to avail oneself of leave beyond the paid fourteen (14) weeks, the additional four (4) weeks may be availed of in whole or in part immediately after the above period and will be considered as special leave and payable at a fixed weekly rate equivalent to the Maternity Leave allowance in terms of the Social Security Act.
 - vi. In cases of international adoptions, prospective adoptive parents may utilise one-week adoption leave from the eighteen (18) weeks entitlement for travel purposes, in connection with the last court session for the award of the adoption decree, i.e. before the adoption is officially approved by the competent authorities. Applications to utilize the one (1) week adoption leave must be recommended by the applicant's Director/Head of Department.
- j) Jury Service:** The employee shall be granted all the necessary time-off with full pay less any payments effected by the Authorities concerned. Employees may request the assistance of MCAST for exemption from jury duty.
- k) Police Court Witness:** An employee shall be granted the necessary time-off when required by the competent Authorities to assist in investigations **and/or court cases** connected **or unconnected** with the MCAST or its activities, provided that the employee themselves is not the subject of such investigations. The employee shall produce an official document proving the request by the Authorities.
- l) Exam Day Leave:** Employees sitting for exams shall be allowed **one** day special paid leave on the day of the examination, provided that the employee provides the necessary documentation related to the invite to attend the examination in question.
- m) Sports / Cultural Activities:** Employees are entitled to sports and cultural leave in line with the Central Government procedures as in force from time to time. In all circumstances approval from the respective national entity is to be presented that the employee is representing Malta on a national level.

13. Special Leave without pay

General Provision

An employee, who has been in continuous employment for at least twelve (12) months, may request in writing to be allowed special leave without pay for circumstances and under the conditions indicated hereunder.

Such requests have to be submitted at least three (3) months prior to the intended date of commencement of such leave. These requests have to indicate the duration of the period which is being applied for.

The Management shall take into consideration the work exigencies of MCAST when considering such requests.

All special leave that is approved has to be covered by a written agreement that has to be signed by both the Management and the respective employee. This agreement shall indicate the conditions under which such approval is being granted.

The Management may request documentary evidence in support of requests for special leave without pay.

An employee who has been granted permission to avail themselves of special leave without pay, and because of new circumstances would like to either cut short or extend the approved period of leave, has to submit a written request to the Management for evaluation.

An employee who fails to report for work at the end of an approved period of unpaid leave, shall be considered as having abandoned their employment and would be considered as having terminated it at their own volition.

Any type of unpaid leave may be followed by another, subject to an overall total limit of eight (8) years unpaid leave for the whole duration of their employment with MCAST.

This leave may be availed of at a stretch or broken up by periods of resumption of duty.

Except in the case of circumstances indicated in this collective agreement, no unpaid leave will be taken for any alternative employment.

- a) Unpaid Parental Leave:** Both male and female employees who have been in employment with MCAST for a minimum of one (1) year, may request in writing to avail themselves of up to twelve (12) months per child special leave without pay following the birth, adoption or on taking legal custody of a child to enable them to take care of the child until the child has attained the age of ten (10) years. Provided that requests for less than one year should be accumulated in multiples of three months.

Such requests have to be submitted at least three months prior to the period when the employee concerned intends to make use of this facility.

In cases when both parents are employed with MCAST this period of parental leave may be shared between them.

Female employees who would have availed themselves of the maternity leave, would still be obliged to work the six (6) months as contemplated in this agreement.

In cases whereby an employee who is on unpaid special leave wishes to undertake a part-time job, this has to be done with prior approval by Chief Executive Officer / Principal.

An employee who infringes this condition shall be recalled back for work with immediate effect.

The granting of this special leave shall be covered by a written approval wherein the Management may list the conditions under which such a concession is being granted. This agreement shall be signed by both parties.

All the conditions laid down in LN 225/2003 apply.

- b) Paid Parental Leave:** As from 2nd August 2022, employees who have become parents through birth, adoption, child fostering in the case of foster parents, or legal custody of a child are entitled to two (2) months of paid parental leave, at the same rate established for the sickness benefit entitlement under the Social Security Act, which is to be availed of until the child has attained the age of eight (8) years. The relevant certification is to be provided to Management. The employee's balance of parental leave is transferred to the new employment. If already availed of through previous employment the employee is not entitled to a fresh parental leave entitlement.

The entitlement of two (2) months paid parental leave are to be taken and paid as follows:

- a) fifty per centum (50%) of entitlement will be paid, where the child/children for whose care parental leave was granted have not attained four (4) years of age;
- b) twenty five per centum (25%) of entitlement will be paid, where the child/children for whose care parental leave was granted have attained the age of four (4) years but have not yet attained the age of six (6) years; and
- c) twenty five per centum (25%) of entitlement will be paid, where the child/children for whose care parental leave was granted have attained the age of six (6) years but have not yet attained the age of eight (8) years

The paid parental leave shall be availed of for children who are born as from 2nd August 2022. For those who were born prior to 2nd August 2023 one may avail themselves of the unpaid parental leave.

c) Carers' Leave: Employees are entitled to three (3) days paid leave and two (2) days unpaid leave in order to provide personal care or support to a relative, or to a person who lives in the same household, and who is in need of care or support for a medical reason. The relevant certification is to be provided to Management.

d) Unpaid Fostering Leave: Employees who have successfully completed their respective probationary period of 12 months, are entitled to unpaid Foster leave to take care of children who are under ten (10) years of age.

Fostering Leave can be of a maximum of twelve (12) months, which may be utilized in aggregates of four (4) month, six (6) month, nine (9) month periods or the maximum of twelve (12) months. Four (4) months of the parental leave entitlement may be broken down in periods of one (1) month at a time. MCAST and the employee, may decide that these four (4) months are granted on a full-time or a part-time basis, in a piecemeal way or in the form of a time credit system.

The maximum of twelve (12) months unpaid leave may be availed of in respect of each child.

Fostering leave may be availed of by either of the parents or shared by both parents, if they are both MCAST employees, provided that they do not utilise parental leave concurrently and that together they do not exceed the prescribed limit. Any parental leave declared in the application form which has not been availed of, is forfeited and may not be utilized at a later date.

Foster leave shall commence from the date when the employee provides either official documentation issued by the Fostering Board or by the central authority, as the case may be, that the employee has been accepted as a foster carer, or with official documentation provided by the Fostering Board that the review report drawn up by an accredited agency has been accepted by the Fostering Board in terms of the Foster Care Act, whichever is the latest.

If both parents are employed with MCAST, this special unpaid leave may be shared between them and should not be availed of concurrently. They must declare their option upfront when submitting their application for parental leave.

If the reason for allowing unpaid parental leave for fostering is no longer applicable, the employees shall have their unpaid leave terminated and they have to revert to work as and when directed by Management.

- e) **Unpaid Special Leave to accompany spouse / partner abroad:** An employee may be granted one (1) year unpaid leave, renewable yearly on application, for a maximum of four (4) years, to accompany their spouse / partner in a civil union abroad on sponsored courses or assignments. These four (4) years may be utilised at a stretch or broken by periods of resumption of duties.

- f) **Unpaid Responsibility Leave:** An employee may be granted twelve (12) months responsibility leave on no pay—which may be renewable — to take care of their dependent elderly parents, sons and daughters, or spouses, because of serious medical, humanitarian and family reasons. The elderly parent or spouse must have no other responsible person living with him during the day. The elderly parent, child or spouse must be certified by a medical specialist that they require care. If both elderly parents are alive, they must be certified as being dependent on care.

- g) **Thirty Days Unpaid Leave:** A maximum of thirty (30) calendar days special leave without pay may, for a special reason, be granted in any period of twelve (12) months. This leave may also be utilised for the purpose of finding alternative employment. The employee has to avail themselves of their vacation leave (on a pro rata basis) before they avail themselves of this concession. Adequate arrangements must be made with the employer beforehand.

- h) **Study Leave:** MCAST may consider allowing special leave without pay to employees who of their own initiative wish to further their education.

An employee who would like to avail themselves of such a concession has to submit a written request to the Management wherein they indicate the period of special leave they intend to avail themselves of.

Requests that are favourably considered by the Management have to be covered by a written agreement in which the conditions under which this concession is granted are listed. This agreement has to be signed by both parties.

14. Reduced hours

Upon successful completion of their probation, employees covered by this agreement, may request to avail themselves to work on a reduced hours basis as a family friendly measure. Reduced hours may be availed of on a semester or academic yearly basis. These requests may be submitted for the following reasons and under the following conditions:

1. Employees who have to look after their children of up to sixteen (16) years of age;
2. This concession may also be allowed to care for dependent elderly parents, children or spouses because of medical and serious humanitarian and family reasons. The relevant certifications are to be provided.
3. Employees may also put forward requests to work on reduced hours based on the personal well-being of the employee concerned, in line with internal policy in force from time to time.
4. Such requests have to be submitted to the Management at least four weeks prior to the planned intention of making use of the reduced hours' facility.
5. In the request the period for which the application is being submitted must be indicated and should include the number of hours per week that the employee would be prepared to work.
6. The Management shall take into consideration the work exigencies of the College when considering requests for reduced hours. The period for which approval is granted is subject to other conditions that the Management may consider applying when granting such concession.
7. The salary and other benefits that the employee may be entitled to shall be pro-rata to the hours of work.
8. If for any reason, an employee who has been granted approval to work reduced hours for an agreed period, would like to increase or reduce the said period, the employee has to submit a request to the Management for consideration. It is the Management's discretion, taking into consideration work exigencies, whether to approve or not such requests.
9. If more than one family member is employed with the College, normally only one member of the family may make use of this facility for the same purpose concurrently.
10. Management and employees on mutual written agreement may decide to stop reduced working hours according to the exigencies of the service.

15. Sick Leave

New employees have the right to fifteen (15) days sick leave on full pay in the first (6) months of service.

After the first six months employees shall be entitled to:

- 30 days on full pay and
- 30 days on half pay

Government employees (employed prior to 1979) who have resigned their employment from the Government service to join MCAST, shall continue to retain on a personal basis their sick leave entitlement.

In cases of hospitalisation or long serious illness certified and confirmed by the MCAST's doctor, when an employee has exhausted their sick leave entitlement on full pay for the year, MCAST may consider extending the sick leave entitlement by carrying over fifty per cent of the unutilized sick leave of the previous four (4) years after a report from the MCAST doctor.

An employee who has exhausted their sick leave on full pay may opt to utilize their vacation leave entitlement prior to going on half pay.

Payment of the above-mentioned sickness benefits shall be subject to the following conditions:

- An employee reporting sick has to produce a medical certificate (i.e. official blue certificate). The MCAST reserves the right to ask its medical doctor to visit those employees reporting sick. The MCAST medical doctor may visit an employee reporting sick up to established working hours of the respective category when they are reported sick.
- Reports of sick leave not certified by a medical doctor shall be considered as absence without leave. In such cases, the employee shall be subject to disciplinary action and no payments shall be effected for this absence.
- Employees who absent themselves from work owing to sickness shall inform the MCAST as per established procedure by not later than the normal time of commencement of work.
- In the case of conflict between the employee's doctor and MCAST doctor, regulations in force from time to time by the Medical Council shall apply.
- Payments in respect of sick leave shall be subject to deduction of amounts to which the employee may be entitled under the Social Security Act.
- The employee shall be obliged to give correct details as to where the doctor is to visit if the employee intends to stay at an address other than that originally provided to MCAST; otherwise, the employee shall be subject to disciplinary action. During any sick or injury leave, the employee, unless otherwise certified by their medical consultant, shall remain at home until up to established working hours of the respective category. If the employee is not found at their place of residence or the address by them provided as per above, the payment for sick

leave shall be withheld, until such time as the employee presents documentary proof to justify their absence from home.

- When retiring from work owing to sickness, working hours shall be considered as a normal sick day. Certification shall be required as from the next day.

16. Injury on Duty

An employee who sustains an injury arising out of employment and/or during the execution of their duties pertaining to their job — which injury is not caused through negligence on the employee's part or through non-compliance with Health and Safety Regulations issued by the MCAST and / or by the Health and Safety Authority and / or according to current relevant legislation and / or by improper use of safety equipment and / or clothing— shall be entitled to up to one (1) year's absence from work on full basic pay less any Social Security injury benefit, subject to the provisions of this Agreement, unless certified fit to return to work earlier. A certificate issued by the MCAST's doctor shall be produced.

Any injury on duty shall be reported immediately to the MCAST and the necessary Social Security forms shall be duly completed, signed and witnessed and endorsed by the immediate line manager.

The payment by the MCAST of the above-mentioned benefits shall be without prejudice to the question of legal responsibility and shall not be deemed to be an admission of legal liability by either the MCAST or the employee.

If the injury is likely to extend beyond twelve (12) months, the MCAST may seek, at any time during injury leave, such professional medical advice it deems necessary to establish the likelihood of the employee returning to work within a reasonable time to determine whether the employee shall no longer be capable of performing their normal duties or other alternative duties as may be suitable for them. In such a case the MCAST may terminate their employment but in no case, unless with the employee's consent, before the expiry of twelve (12) months from the start of his injury. The MCAST shall inform the Union about action taken.

During the period of injury leave, the employee shall remain at home and shall not perform any paid work, either part-time or full-time. If the employee is not found at their place of residence, the payment for injury shall be withheld until such time as the

employee presents documentary proof to justify their absence from home or that such action has been authorized by a doctor.

The injured employee shall be obliged to inform the MCAST of the outcome of the Injuries Board decisions. If the employee fails to inform MCAST of the Injuries Board's decisions, they shall have their salary stopped and shall be subject to disciplinary action.

17. Post-injury on duty

An employee who has been entitled to injury leave as contemplated in this Article shall be granted the necessary time off to attend for post injury treatment and/or to appear before the Social Security Injuries Board provided that they produce prior official notification to the MCAST. An employee shall not be entitled to any time off if they had not complied with health and safety norms or regulations.

18. Absence from Work

Employees on day basis, who absent themselves from work for any reason other than for sickness, shall inform the MCAST by telephone or by any other means by not later than one (1) hour after their normal time of commencement of work. Employees on shift work or flexitime shall likewise inform the MCAST at least one (1) hour before their normal time of commencement of work.

Employees absenting themselves without the due notice and/or a justifiable cause shall, apart from the relative deduction of pay, render themselves liable to disciplinary action.

Employees who are not found at their place of work shall be considered as absent from work without permission and shall be liable to disciplinary action.

Employees absenting themselves from work without due notice and/or a justifiable cause for ten (10) consecutive working days shall be considered as having resigned their employment with the MCAST incurring the equivalent deduction of the notice period which shall have been due as provided for in this agreement.

19. Time Recording and Late Attendance

All employees shall register their attendance by those means provided by MCAST for this purpose. Change in the current attendance registration verification process shall be carried out in agreement with the union.

An employee who reports for work late shall have their salary deducted (the least deduction being 25% of an hour).

Employees who are repetitively late shall be liable to disciplinary action.

20. Re-Employment

Any employee whose employment shall be terminated by the MCAST on grounds of redundancy shall be entitled to re-employment if the post formerly occupied by them is again available within a period of one (1) year from the day of termination of employment. Such employee shall be so re-employed on conditions not less favourable than those to which they would have been entitled if the contract of service relating to them had not been terminated. On re-employment the employee shall qualify for a degree of seniority as provided for in this Agreement.

21. Length of Service even for seniority purposes

For whatever reason, length of service in a particular grade shall be solely determined by the date of first appointment to that grade subject to the rules set out below on breaks in service:

- a) Previous service in a higher or equivalent post counts towards service in the lower post.
- b) Previous service shall not be regarded as broken when employment in a post is resumed within one (1) year of discharge from that grade because of redundancy. Such a break in employment shall not however count towards length of service.
- c) Previous service and any other related benefits shall be regarded as forfeited when employment shall be interrupted by an employee as a result of voluntary resignation.
- d) When an employee is retained by the MCAST on unpaid leave, for whatever reason, such period of unpaid leave shall be deducted for the purpose of reckoning the total length of service.

22. Retirement

Retirement shall be in accordance with the relevant Legislation prevailing at the time.

23. Health and Safety at Work

MCAST shall bind itself to observe all applicable Health and Safety legislation and regulations. To this end, MCAST shall have a Health and Safety Officer and a Health and Safety Committee and a Health and Safety Representative, the latter being elected from all the staff covered by this Agreement.

If the Health and Safety Representative and Committee members are from the lecturing grades they shall be excused with no obligation to replace lectures during the duration of health and safety meetings / agreed activities are held.

All employees are obliged to observe health and safety regulations with particular reference to the regulations relating to working time and shall report for work duly rested in order not to constitute a danger to themselves and other employees.

An employee who, because of activities outside their normal working schedule, would not be observing or would be breaking the provisions of the working time directive in force in Malta, as it may be amended from time to time, and/or reports for work in a condition that may constitute a danger to health and safety, may be either refused access to the workplace or sent home if they had already started work. In such cases the employee shall be deemed to be absent without authorisation, shall lose the day's pay and be subject to disciplinary action that may lead to dismissal.

The main function of this committee shall be to make recommendations to the Management as to how the place of work can be rendered as safe as possible. It shall be its function to promote safe practices and to make recommendations for improvements in health and safety matters to Management in line with the guidelines issued by the competent authorities.

The ultimate responsibility to implement recommendations shall be vested in the Management. The employees shall abide by all health and safety regulations.

The MCAST shall provide the necessary training and protective clothing/equipment that shall remain the property of MCAST. Employees shall adopt safety measures and make use of equipment and protective clothing provided by the MCAST to ensure their safety and that of other employees. Protective clothing/equipment shall only be used during/for work carried out on behalf of MCAST. If an employee refrains from doing so, they shall be subject to disciplinary action which could lead to dismissal, and they shall forfeit any compensation due to them by the MCAST.

An employee who loses or damages the clothing/equipment provided to them by MCAST because of improper use shall have to refund MCAST the cost of such damaged/lost clothing/equipment.

An employee who is noticed not to be making use of the protective clothing/equipment provided to them shall be liable to disciplinary proceedings in line with the procedure as established in this Agreement.

24. Travelling Abroad

Employees who are requested by Management to travel abroad for work purposes shall be entitled to the applicable per diem rates as per Central Administration's policies in force from time to time.

25. Insurance Coverage

MCAST shall insure according to legislative obligations. MCAST shall abide by all those conditions that such policies impose.

Employees who are sent abroad at the request of the Management of MCAST shall be covered by a 24-hour insurance for the duration of their stay abroad.

Employees shall be informed on the insurance coverage through internal circulars which will be issued from time to time.

26. Transport

Employees who opt to make use of their cars for official duties shall be paid an allowance as established from time to time by the Manual on Transport and Travel Policies and Procedures by the Central Administration.

Applicable rates are those established by Manual on Transport and Travel Policies and Procedures by the Central Administration as established from time to time.

Employees who are detailed to a particular place of work and who are then asked to relocate from one place to another during working hours on the same day owing to the MCAST's exigencies shall be reimbursed for the relocation transport expenses at the above rate or at the public transport cost. In these circumstances, time used for transportation shall be deemed as part of the weekly contracted hours of work.

27. Engagement in other work

The employee shall request Management's advice in writing on whether an activity which the employee wishes to carry out, outside their working hours, has a conflict of interest and whether they should pursue such activity or not.

The employee shall declare any conflict of interest that they may have in accordance with Directive 16, as in force from time to time.

28. Continuous Professional Development

Staff development work organised by the College includes the conduct of and participation in continuous professional development programmes and in in-service training and participation in staff appraisal. Professional development programmes may be:

- Optional, applied to voluntarily and which may be required for career progression.
- Compulsory continuous professional development programmes, which will normally be conducted during working hours.
- Lecturing Staff and Inclusion Educators shall not be obliged to replace any contact hours missed as a result of continuous professional development training for which they have been requested to do by Management.
- Staff, who are entitled to overtime, and who are required to undertake development as specified by relevant professional or awarding bodies after normal working hours, will be given time off in lieu (TOIL) at hour for hour. The employee shall apply to avail of his TOIL to their Director. Approvals shall be granted according to the exigencies of the College and TOIL must be availed of within 12 months. In the case that MCAST is unable to grant TOIL to the employee due to work demands, the TOIL will not be forfeited and will be carried forward accordingly.

Staff profiting from scholarships or participating on a voluntary basis in continuous professional development programmes organized and/or sponsored by the MCAST, will be expected to study outside the working day/s and hours and without financial compensation or the award of time off in lieu.

29. Code of Conduct

Employees shall serve the MCAST honestly, faithfully and diligently; shall comply with all the orders, rules or regulations made by the MCAST from time to time, including the codes of ethics and shall account for all data, software and other records, instruments, materials, tools or documents, which may come in their possession or within their responsibility as employees of the MCAST. They shall conduct themselves in such a manner as not to impair the reputation of the MCAST.

Employees shall not accept any gifts either in cash or in kind or in any way reap any personal advantages through the conduct of business on behalf of the MCAST.

Employees who become involved in criminal proceedings that somehow may have an adverse effect on their line of work shall immediately report the matter to the Management.

Failure to comply with the provisions of this article shall render the employee subject to disciplinary procedures.

30. Equal Opportunities

The MCAST declares itself an equal opportunity employer and binds itself to put this principle in practice in all aspects of its administration.

31. Salary upon Recruitment

Additional increments or other remuneration related to qualifications and work experience beyond what is required for the post as indicated in the call for applications shall be fully substantiated by relevant documentation and attestation and shall be awarded at the sole discretion of the MCAST. No more than three increments shall be awarded to any qualifying individual for any additional qualifications and / or work experience.

Following attainment of the minimum requirements for the next grade (qualifications must be backed by official documentation from a recognised awarding body) the employee submits their request to the HR Department for evaluation. Staff progression to the next grade shall take place on a quarterly basis and shall be effective as from the attainment of the necessary pre-requisites. It is the responsibility of the respective employee and Administration to expediate this process in a timely manner.

Staff engaged in a specific grade on condition that they acquire a particular qualification or work experience within a stipulated period of time shall not be able to proceed beyond salary step 1 unless they satisfy their commitment.

Notwithstanding the above, it is however agreed that those academic staff who are in possession of other qualifications other than those indicated above, shall progress on the lines indicated as long as the MFHEA or the local competent body certify comparability of such qualifications. It is the prerogative of the College to decide whether such qualifications are relevant to the employee's duties or not.

32. Progression Procedure

In cases whereby employees are of the opinion that they have attained the necessary pre-requisites for progression, such employees are to apply inline with the internal procedure and their application is processed accordingly.

The Progression Board will be composed of the following members: Deputy Principal for Corporate Service, Director HR and the Deputy Director HR.

In cases whereby the progression board is to review particular portfolios, such portfolios shall be evaluated by experts who shall evaluate applicants' work experience by reviewing their portfolios. The experts will quantify the validated work experience in terms of full-time equivalent years.

Upon application for progression, reply is to be provided by not later than three (3) months.

Relevant qualifications and work experience claimed by an applicant for a post shall be fully supported by the applicant themselves by related documentation and attestation.

Qualifications claimed by applicants shall be obtained from reputable higher and / or further education institutions that are recognised by the relevant competent / designated authorities in Malta. Proof of comparability of qualifications shall be the sole responsibility of the applicant who shall avail themselves of the services of the relevant competent / designated authorities in Malta.

Failure to present such documentation may result in disqualification of the applicant at various stages of the recruitment process.

Employees whose application is declined have the right of appeal. Appeal is to be heard by an independent Appeals Progression Board composed by officials who are independent from the Institution, in consultation with the union. The employee shall have the right to be represented by a person of trust, who could also be a union official.

33. Grievance Procedure

The Grievance Procedure shall be as discussed and agreed with the union.

34. Withholding of Services

Both parties to this Agreement recognize that the well-being of both the MCAST and the employee is dependent upon the maintenance of good relations and industrial peace. They, therefore, seek to reach an amicable settlement satisfactory to both sides through meaningful discussions and agree that no arbitrary action designed to withhold labour shall be taken by either side unless discussions have been exhausted without a positive result.

In the event that in spite of their best endeavours to reach an amicable settlement satisfactory to both sides, no such agreement is registered, both the MCAST and the Union shall be free to take whatever action is considered necessary provided that: Either party may refer the dispute to the attention of the Director of Employment and Industrial Relations, such action is not contrary to the laws of the country, and at least three full working days' notice in writing is given to the other party.

35. Unofficial Industrial Action

The MCAST and the Union agree that unofficial industrial actions are detrimental to both the MCAST and the Union and as such shall not be supported.

No one except a Union Official may give directives of industrial action to the employees. Such directives have to be communicated to the Management by the same official who issues the directive(s).

Any employee/s who organize/s and/or take/s part in any unofficial industrial action shall be liable to disciplinary action which may lead to dismissal.

36. Research Hours

Employees covered by this Agreement may carry out research in line with the procedures emanating from the Research Committee as applicable from time to time.

37. Professor and Associate Professor

- a) The criteria for the award of the academic titles of Associate Professor and Professor shall be according to the circular issued by the MCAST on 5th February 2024. Any changes shall be discussed and agreed upon between MCAST and the Union.
- b) In cognisance of the academic titles of Associate Professor and Professor, grades in this Agreement who are awarded these academic titles shall continue to carry out their duties in line with their grade. Employees may put forward a research proposal for the consideration of MCAST whereby a deduction of up to 5% of the workload for Associate Professors and up to 10% for Professor may be considered to carry out approved research by MCAST. Beyond the % established in this clause require additional authorisation by MCAST.
- c) Professors and Associate Professors shall be entitled to an annual allowance as follows:

Professor	€9,000 per annum
Associate Professor	€4,000 per annum

38. Information regarding the MCAST and Confidentiality

All employees of whatever grade are expected to be loyal to the MCAST with respect to legal provisions in force from time to time.

The employees shall not at any time, during their employment with the MCAST or after the termination of their employment, or for any reason whatsoever, disclose to, or knowingly permit or enable any other person to acquire any information concerning the affairs of the MCAST or of any matter connected with its business or activity.

Employees in possession of confidential information of whatever nature (of a personal or group nature) shall not divulge such information to any other MCAST employee/s or external persons or agency unless specifically authorised to do so by their superior.

Employees who do not observe this obligation of confidentiality shall be subject to disciplinary action, in accordance with the provisions emanating from this Agreement, and/or shall be subject to procedures according to law.

39. Intellectual Property (IP)

MCAST shall have the sole ownership of any resulting material (excluding teaching material / resources used to support teaching) and IP emanating through EU funded projects in line with the internal policy in force from time to time. This related policy shall be carried out in consultation with the union.

40. Loyalty Allowance

As from 1st January 2025, serving employees covered by this agreement shall be entitled to the following allowance:

	Annual Allowance
upon reaching 20 years of service – 24 years of service	€300 per annum
25 years of service onwards	€2,000 per annum

For the purpose of this clause, for the computation of the years of service, all years of service at MCAST and/or Public Administration shall be taken into account.

41. Dress Codes

Both MCAST and the MUT stress the importance of adherence to dress code as per mutually agreed Policy and Procedure.

42. Discipline

MCAST expects all its employees to comply with proper standards of performance and behaviour, and to maintain the highest level of integrity. All employees are to be familiar with this procedure and for this purpose Management will ensure the dissemination of this procedure to all its employees.

The objective of this procedure is to establish a fair, non-discriminatory and consistent method for dealing with issues of conduct and job performance. Its aim is to encourage employees to improve their performance for the well-being of MCAST.

Management is responsible for maintaining the performance and discipline of the employees falling under their charge. Their failure to maintain such performance and discipline may render them subject to disciplinary action which may also result in dismissal. In carrying out its function, MCAST shall exercise fairness and shall respect the rights of its employees.

Efforts are to be made to deal with cases instantaneously and the appropriate formal procedure are to be applied.

Prior to initiating a formal procedure as established above, the Management is to initiate a preliminary fact-finding exercise to determine the facts of the case in question. Whereby if the direct head is involved, the matter shall be initiated by the next line supervisor. The fact-finding exercise shall be carried out by personnel from a different Institute / Department.

Any decision to enter into formal procedures should be reasonable in all the circumstances and should only occur after establishing and considering:

- all material facts;
- the level of seriousness of the issue;
- the employee's disciplinary history, should it be material to the matter;
- any other material circumstances.

At all times it is important to be objective and fair, to keep an open mind and not prejudice the issues.

No unfavourable report against the record of any employee shall be recorded before the employee is given the opportunity of defending themselves in accordance with a disciplinary procedure.

No person involved in disciplinary proceedings may disclose to any person other than in the exercise of their official function relative to such disciplinary procedures, the contents of any document, communication, or information whatsoever which has come to their notice during the proceedings of the case. Documentation which is related to the disciplinary proceedings shall be made available to the employee in accordance with the Data Protection Act. Notwithstanding, the person of choice representing the staff member shall have the right of access to the information.

Notwithstanding this procedure, the laws of jurisdiction of Malta shall prevail; nor does this procedure preclude the employer or the employee from taking any legal action.

Employees have the obligation to report any misconduct with immediate effect to Management in line with the internal procedures as in force from time to time.

Safeguard against false accusations

The MCAST shall take the appropriate disciplinary action against any students, staff or management who were responsible for false statements or actions that resulted in disciplinary action being initiated against the employee. This is without prejudice to civil legal rights of the employee.

Minor Offences

1. The following offences – amongst others of similar nature and gravity – are to be considered as minor whether they are committed to the detriment of the MCAST, students, or fellow workers:
 - a. Poor quality work;
 - b. Poor attitude at work;
 - c. Misconduct;
 - d. Unwarranted unpunctuality including both late arrivals and early departure from work without authorisation;
 - e. Absence from office or work area without permission;
 - f. Disregard of, or failure to obey, rules and regulations;
 - g. Inappropriate language.
 - h. Disregard of health and safety regulations
2. Management is duty bound to listen to all parties when such cases are brought to its attention, within five (5) working days.
3. Following this process Management is to decide whether:
 - a. Case is dismissed
 - b. Case is considered as a minor offence.
 - c. Case is considered to be of a gross misconduct. In this case the procedure for gross misconduct shall apply.
4. In cases of minor offences, the employee shall be issued with a specific charge in writing within ten (10) working days from the date of the decision referred to in Point 3. The employee shall acknowledge receipt of such letter of charge which cannot be refused. The employee concerned will have the right to reply to this charge in writing within ten (10) working days of receipt of the charge.

5. If the employee does not reply to the charge letter within the stipulated time, then it shall be deemed that they accept the charge.
6. Employees charged with any offence shall be given every opportunity to state their case and to be represented by their Union or person of their trust.
7. Should the management of the MCAST deem that the justifications provided by the employee exculpates them from the specific minor offence, then the charge shall be dropped.
8. Should the management consider that the justification provided by the employee concerned does not exculpate them, in full, from the offence/s charged with; a formal written warning shall be issued.
9. Cases of minor offences or misconduct shall be concluded within a maximum period of thirty (30) working days from the date of the charge letter being issued against the employee.
10. In such cases where the employee does not agree with the decision of the Management, one can appeal to the Appeals Board, as per this procedure.
11. The maximum penalty for Minor Offences shall be within a twelve (12) month period:
 - a. First offence: a verbal warning registered in writing in the employee's personal file;
 - b. Second offence: a written warning;
 - c. Third offence: a written warning plus one (1) day pay deduction;
 - d. Fourth offence: will be considered as Gross Misconduct

Gross Misconduct

1. The following offences – amongst others of similar nature and gravity – are to be considered as constituting gross misconduct:
 - a) Abuse and/or misuse of MCAST documents, computer data, software, records, etc.;
 - b) Reporting to under the influence of illicit substances, or alcohol, and not in a condition to perform their duties effectively;
 - c) Flagrant or repeated disregard of the College's rules and practices;
 - d) Gross negligence in performance of duties;
 - e) Repeated unauthorised or unjustified absence from work;
 - f) Unauthorised use of MCAST hardware and software to house or processing of personal or third-party data when such use is not connected with the employee's duties at the Institute;

- g) Harassment;
 - h) Wilful damage to the MCAST's property;
 - i) Insubordination or failure to comply with any lawful and reasonable order of a superior;
 - j) Any type of abuse, being physical or psychological abuse, inflicted on members of staff or students by any means, including through the use of virtual or online environments;
 - k) Failure to adhere to GDPR regulations;
 - l) Unofficial industrial action;
 - m) Any instance of an employee committing an infringement of existing legislation
 - n) Strict adherence to stipulated deadlines.
 - o) Repeated disregard to health and safety regulations
12. Management is duty bound to listen to all parties when such cases are brought to its attention. In cases for gross misconduct the Management reserves the right to carry out its internal investigations. Under normal circumstances, if the employee is suspended during the internal investigation period, such internal investigation shall be concluded within twenty (20) working days from the formal report of the gross misconduct.
13. Management reserves the right to suspend employee at any stage of the disciplinary procedure. Suspended employee shall be entitled to 80% of their basic salary.
14. In cases of gross misconduct, the employee shall be issued with a specific charge in writing within five (5) working days from the date of the closing of the internal investigation. The employee shall acknowledge receipt of such letter of charge which cannot be refused. The employee concerned will have the right to reply to this charge in writing within ten (10) working days of receipt of the charge. Any further correspondence between the College and the employee should respect the same timelines.
15. If the employee does not reply to the charge letter within the stipulated time, then it shall be deemed that the employee accepts the charge.
16. Employees charged with any offence shall be given every opportunity to state their case and to be represented by their Union or person of their trust.
17. If the management of the MCAST deems that the justification provided by the employee exculpates them from the offence, then the charge shall be dropped.
18. Should the management consider that the justification provided by the employee concerned does not exculpate them from the offence; the case shall be heard by the disciplinary board.

19. The Disciplinary Board shall consist of a Chairperson and two members as follows:
 - a) A Chairperson shall be a person nominated by the College, in agreement with the Union
 - b) One person nominated by the Management; and
 - c) One person nominated by the Union.

Within three (3) months of signing of this Collective Agreement, the College shall establish the disciplinary board.

Members nominated to serve as Chairpersons and Members for such Board shall be placed in a pool and shall be allocated on a ranking system as agreed by parties. Nominated personnel shall be appointed for a term of at least two (2) years, which may be renewable.

Where any of the Board members expresses a conflict of interest or inability to carry out their function, the alternative appointee shall be selected.

20. The purpose of the Disciplinary Board is to provide a conclusion regarding the facts of the case, in order to establish whether the employee charged with the offence is guilty or otherwise.
21. Cases of gross misconduct shall be completed within three (3) months of the charge letter being issued. The Disciplinary Board may extend this time limit in extenuating circumstances by writing officially to the Chairperson of the MCAST Board of Governors by not later than seven (7) working days prior to the expiry of the stipulated term. Extensions should be of three (3) month period citing cogent reasons not exceeding nine (9) months in total. This is without prejudice to the right of the MCAST Board of Governors to accept further extensions in highly exceptional circumstances. The parties are to be informed accordingly.
22. Prior to the commencement of the Disciplinary Board hearing of the case, the employee charged with any offence shall be entitled to be made aware of the whole case being brought against them, shall have adequate opportunity of making their defence and shall have access to all documentary evidence concerning their case, upon request.
23. An employee subjected to disciplinary procedures shall be entitled to the assistance of a person of their choice during all stages concerning their case.

24. In cases whereby the employee does not attend the disciplinary hearing without a valid justification the Disciplinary Board may consider to move forward with the procedure.
25. The MCAST shall be represented at disciplinary hearings by MCAST officials, who may also be assisted by consultants or legal advisers.
26. An employee involved in disciplinary procedures shall be entitled, as soon as possible, and in any case not later than twenty (20) working days from the conclusion of the hearing before the Disciplinary Board, to receive in writing from the Management the final decision regarding his case. Such communication shall include information regarding the outcome of the Disciplinary Board hearing.
27. In such cases where the employee does not agree with decision imposed against them, they may appeal to the Appeals Board.
28. It is understood that when an employee is facing legal action for such offences committed, the MCAST will suspend procedures until such time as the case is decided by the Law Courts.
29. Both the MCAST and employees affected, may refer cases of alleged breach of law to the competent authorities for investigation.

The maximum penalty for Gross Misconduct shall be dismissal.

Suspension from Work

1. An employee may be suspended by the Management or disciplinary board during the course of investigations and/or disciplinary proceedings and/or criminal proceedings if their retention, in the MCAST's opinion, is in conflict with their duties and responsibilities at the MCAST.
2. During the period of suspension regarding alleged offences within the MCAST the employee shall receive 80% of their basic salary.
3. If, after investigations by the MCAST, no action is taken against the employee, or if such action is taken and the employee is found not guilty of what they were suspended for, they shall be fully reinstated in their former post and refunded any pay withheld.

Appeals & Redress

1. The Appeals Board shall consist of a Chairperson nominated by the College, in agreement with the Union, a member nominated by the MCAST, and a member nominated by the Union. The Chairpersons shall be appointed for a two-year term, which may be renewable. The appointment of members shall be on an ad-hoc basis. Such appointees shall be nominated within six (6) months from signing of the Collective Agreement.
2. Decisions in procedures related to offences shall be considered final unless the employee notifies the Management in within ten (10) working days after the decision has been communicated to them, of their request to appeal to the Appeals Board. Such request shall include all grounds on which such Appeal is being submitted.
3. When an employee submits an appeal, the implementation of the decision taken against them by the Management shall be suspended, until such time as the Appeals Board provides its conclusions regarding the employee's case. In cases related to gross misconduct, or whereby the penalty by the disciplinary board is for dismissal, the Management reserves the right to suspend the employee. Such suspension shall be in line with the provisions from "Suspension from Work" until the appeal process is finalised.
4. The Appeals Board shall convene within a maximum period of one (1) month from the written request for an appeal. Appeals shall be completed within three (3) months of the Appeals Board meeting about this case. The Appeals Board may extend this time limit in extenuating circumstances.
5. The Appeal's Board decision shall be considered as final.

SECTION II: LECTURING GRADES

It is hereby being agreed that this Collective Agreement shall apply *mutatis mutandi* to the grades shown hereunder, unless otherwise specified in this section.

43. Particular Definitions applicable to the lecturing grades:

- a) **"Contact Hours"** shall mean those hours for the respective lecturing grades as established in this Agreement for the purposes of: class/group teaching, tutorials, teaching/demonstrations in laboratories and workshops and similar/ancillary lecturer-student teaching and learning activities, mentoring of Degree Dissertations and Diploma projects covering all MQF levels as provided in this Agreement and contact time whilst visiting students on placement.
- b) **"Job Shadowing"** shall mean a structured learning opportunity whereby the academic would have the opportunity either to carry a work-based placement or attend events organised by the Institute related to one's own area to keep abreast of developments. These events shall be carried out during non-lecturing periods and on a voluntary basis.
- c) **"Placement"** shall mean the deployment of students on workplaces, whether as part of an apprentice scheme or as work phase included in the course of studies. Placement shall include students who are employed, temporarily or otherwise, by an employer as part of their course of studies, otherwise known as apprentices.

Mentoring by Lecturers during these placements shall also mean any follow-ups done during work-based placements carried outside MCAST premises.

44. Working obligations for Lecturing Staff

All forms of pedagogical work will generally entail associated organisational and administrative work. This includes the following:

- a) The preparation of one's own schemes of work, lesson notes and the preparation and production of one's own teaching material, in accordance with clause regulating teaching material.
- b) Preparing and delivering in-person and online, lectures, tutorials, workshops, seminars, practical demonstrations, and fieldwork
- c) Assignment writing of one's own units and assessments and feedback to learners and all forms of assessments. Administration work related to the conduct of the assessment such as informing the students of the assessment dates and location, printing of assessment material and publishing of results etc. is not the responsibility of the lecturer.

- d) The taking of students' attendance for all classrooms/ workshop/laboratory lecturing, when the lecturer is present. Attendance shall be taken only once, with the exception of EU funded projects. MCAST will make every effort with the managing authority for the student management information system records to be recognised as official records towards the project.
- e) Inputting of record of assessment results on the system provided by MCAST.
- f) Provide appropriate student support and contribution to the College's Quality Assurance process. Provide feedback to students on assessments. Written feedback should be given only once.
- g) Attend meetings to discuss course-related topics and the improvement of courses throughout the year. Such meetings shall not exceed two (2) hours per month during the period in which lectures are held, which hours shall not form part of contact hours.
- h) Attending of conferences, seminars, workshops and other events in and outside of MCAST - In cases where the Management requests the lecturer to attend conferences, seminars, workshops and other events in and outside of MCAST, any participation fees and costs incurred should be covered by MCAST.
- i) All lecturers who on a voluntary basis conduct research, write papers, proposals, journal articles, and books should be allocated a number of hours per week to carry out such research in line with internal Research and Innovation Policy.
- j) Taking part in staff training and continuous professional development (CPD).
- k) Visiting students on work placement. This should be in agreement with the lecturer and compensated as per internal policy.
- l) Other related pedagogical duties including the timely submission of all course documentation as required for the respective institute course files and full support to the MCAST established internal and external verification process.
- m) Other “administrative work” includes: responsibilities related to participation in appropriate team and committee meetings, course management, the preparation of material relating to induction programmes, assessment, the preparation of statistical returns including attendance, retention rates, examination results and student progress, monitoring and review of students' performance and relative evaluation, participation in quality assurance and control procedures. The Union will be consulted on any changes in the format that has additional “administrative work”.

45. Teaching Load Allocation

Principles of Teaching Load Allocation

Teaching loads will be assigned based on a fair and balanced distribution, considering the lecturer’s academic qualifications, area of expertise, and experience. The criteria

and process for determining teaching loads will be transparent, ensuring that lecturers clearly understand how workloads are assigned.

The College Management will ensure that there is an equitable distribution of duties including load, levels, additional hours, lecture time according to the established guidelines.

Lecturers will be assigned units which are directly related to their subject area. A lecturer may be assigned up to three (3) different units concurrently within the established contact time established in this agreement. For each additional unit a reduction of the one (1) hour contact time shall come into effect for each additional unit up to maximum five (5) units which is carried out within the normal contact hours. As from 2025 – 2026 this measure shall be implemented and subject to follow-up evaluation which is to be carried out between the parties. During the evaluation process the quality of service provided and the effective management of all resources shall be taken into consideration.

For the avoidance of doubt, a 'unit' shall mean a subject taught at MCAST which is denoted by a unit code and is taught within a specified course.

Minimising the Number of Different Units

MCAST aims to assign lecturers the fewest number of different units/subjects possible, while also considering the needs of the institute. Whenever possible, preference will be given to assigning lecturers units/subjects they taught in the previous year. This is without prejudice to the contact load according to the respective nomenclature.

Reduction in Contact Hours for New or Significantly Changed Units:

Units taught within the last one (1) academic year should not be considered as new units. In cases of new units assigned their contact load will be reduced by one (1) hour for each new unit assigned.

This contact load reduction also applies if there is a major change in the content of a unit, as defined in the "MCAST Unit Definition and Revision Guidelines" document in force from time to time as agreed by both parties.

This adjustment does not apply to lecturers who were on leave for a minimum of one year (paid or unpaid) or were not employed with MCAST in the previous academic year.

Lecturer Feedback and Notification

Lecturers are encouraged to provide feedback on their teaching load, and MCAST will take this feedback into account for the ongoing improvement of the teaching load allocation process.

Lecturers shall be informed of their teaching load at least 2 weeks ahead of the start of the delivery of the unit to allow adequate time for planning and preparation.

Curriculum development work includes identification of learner requirements and the drawing up, together with other professionals, of individual learning plans. Staff shall also be expected to contribute towards planning, development and evaluation of courses and course materials, and the provision of feedback which will enhance the delivery of courses. MCAST shall also be expected to take into account third parties feedback, with the aim of continuing to enhance their learning plans and delivering of courses. This shall be without prejudice to other clauses regarding intellectual property covered in this Agreement.

46. Industrial Placements

The development of relevant and appropriate courses, programmes or curricula or revision of same order to respond to the needs of industry, business and commerce. In order to keep abreast of new developments, staff shall also participate in industrial placements for observation purposes, as deemed necessary by the College Management. Placements in industry are part and parcel of compulsory professional staff development. These placements are to be made for observational, research and CPD purposes and are not to be interpreted as having to work within the industry in any industrial process. In this regard, a reasonable balance in terms of teaching hours due shall be agreed upon with the lecturer concerned.

Lecturing staff on industrial placement will not be required to work in the industry. Lecturing staff have the right to refuse involvement in industrial placements if the placements constitute an infringement of their working conditions and/or working rights. During the period when lecturers undertake a full-time placement, they are not expected to carry out lecturing duties at MCAST. Further to the above MCAST will be legally responsible for the Health and Safety of all its employees while on industrial placement.

47. Internal Verification

Appointment of Internal Verifiers

Internal Verifiers shall be appointed by the Director of the respective institute in consultation with the MCAST Quality Assurance (QA) team.

Role of Internal Verifiers:

The internal verification process includes reviewing and verifying assessment papers and the corrected results to ensure accuracy and consistency in grading.

Compensation for Internal Verification Duties

Internal Verifiers will be compensated through a reduction in their contact hours as follows:

- For semester-based units: a reduction of 0.5 hours per unit per week.
- For year-long units: a reduction of 0.25 hours per unit per week.

An Internal Verifier is to review multiple assessment papers from different lecturers for the same unit if this is the case, or if they need to verify the corrected assignments and marks of not more than eight (8) students in a single unit.

A unit which is being carried out within the same semester and with the same unit code is to have a unified assignment and as such one (1) verification process shall be carried out. In cases whereby lecturers do not agree on a unified assignment, the Internal Verifier shall have the final say.

48. Teaching Material

Management may request to view teaching material from academic staff, who shall present the said material. Such teaching material cannot be copied or distributed without the written consent of the owner lecturer.

49. Academic Year and Hours of Work

The Academic Year shall be as from 1st September till the 31st of August of the following year. The academic calendar for each year shall be carried out in agreement with the union. It is to be ensured that the number of hours per unit are timetabled within the particular semester.

Lectures shall be carried out between 1st October till 31st May of the following year. Semester 1 shall be as from 1st October till 31st January of the following year. Between the semesters there shall be one (1) week as test week, corrections purposes and meetings if required. Meetings shall be pre-planned accordingly. The 2nd Semester shall start thereafter this week till 31st May.

During the establishment of the academic year, the parties shall discuss and endeavour to slot the days in lieu of public holidays falling during the weekend during the Carnival / beginning of November period.

Lecturers shall be entitled to fifty (50) days' of recess, which includes the vacation leave, per academic year.

Recess is to be availed of during the Christmas, Easter and Summer period. The whole period of recess is to be up to 50 days of recess which includes the Christmas, Easter and Summer recess. The summer recess shall start on Monday of the first full week of July till 31st August. The remaining days of recess shall be spread between Christmas and Easter recess.

During non-lecturing periods in June, July and September Lecturing grades and Inclusion Educators are allowed to work offsite and are not obliged to be present on campus unless necessary. During this period MCAST shall ask lecturers and Inclusion Educators to be present on campus only in the case of planned examinations and a maximum of six (6) hours of CPD sessions and/or meetings. Management must inform staff of the above September planned activities by the 1st September. Lecturing Grades and Inclusion Educators are to return to normal duties and attendance as from 1st October.

Any lecturing undertaken outside these dates will be voluntary and against payment as specified hereunder.

Lecturing staff will be in attendance and providing service at the College or on College activities during normal working hours, which is for 37.5 hours per week.

Lecturing staff normal working hours which are inclusive of contact hours, plus the time for scheduled meetings and compulsory continuous professional development spread between 8.00am - 3.30pm between Monday and Friday during the academic year, provided that lecturing staff may on a voluntary basis undertake classes between 3.30pm and 8.00pm. Lecturing grades shall be available for meetings with students and with management (with due notice).

Lecturing staff shall devote their working time to the performance of the pertinent working obligations as detailed in this Agreement. Lecturing staff must be present at the place of work during lecturing hours, meetings and sessions as may be required from time to time. In scheduling timetables MCAST shall endeavour to not slot more than three (3) consecutive hours unless in agreement with the respective lecturer.

50. Contact Hours

Lecturing staff may be allocated a maximum of contact hours as it appears in the stipulated schedule according to the grade. Part of the contact load may be tutorials or mentoring of students.

- i. Assistant Lecturers would have 18 hours per week in contact time.
- ii. Lecturers would have 17 hours per week in contact time.
- iii. Senior Lecturers 1 would have 16 hours per week in contact time.
- iv. Senior Lecturer 2 would have 15 hours per week in contact time.
- v. Senior Lecturer 3 would have 14 hours per week in contact time.

Without prejudice to the above, the remaining hours up to 37.5 hours per week shall be considered to be non-contact time for which the academic is expected to carry out any preparation work related to one's duties.

Lecturing staff may be requested, following approval from Management, to perform additional duties (known as: additional hours) in excess of the contact hours per week stipulated in this Agreement. This is in line with the principles enshrined in Clause 7 of this agreement.

As from the date of signing they shall be remunerated at €40 per hour for additional duties carried out for all MQF Levels.

For all lecturing grades (full-timers and part-timers contracted hours) in full-time courses and full-time course units this rate (€40 per hour) shall come into effect as from 1st January 2023. MCAST shall endeavour to pay the difference within six months from the date of signing.

Mentoring of Degree dissertations and Higher Diploma projects shall be scheduled in the timetable and shall form part of the contact load. Lecturers shall be allocated:

- i. 30 minutes for Level 6¹ and above per student per week;
- ii. 20 minutes per student below Level 6 in regulated courses.

MCAST will ensure that the number of theses supervised by any one member of the teaching staff does not exceed four (4), unless this is specifically agreed to by the lecturer concerned. In all cases should this work extend the load of the lecturer beyond the contact hours established for their grade, the extra load will be compensated as stipulated above.

Furthermore, should members of the lecturing staff be required to provide a second assessment of a thesis, they will be compensated for 3 hours' worth of work as stipulated rate above.

Signatories agree that VIVAS are only to be conducted as part of the assessment process for programmes leading to MQF Level 6 and MQF Level 7.

MCAST is committed that, by not longer than five (5) years, depending on the cyclical review date pertaining to each course and without jeopardising the quality standards, to progressively revise all programmes, particularly those leading to MQF Level 6 and MQF Level 7 in order to evaluate quality mechanisms that are to be adopted in each programme.

¹ In exceptional cases whereby a Level 5 course is required to carry out a project / long essay, 30 minutes shall be allocated per student per week.

It is within this context that for programmes leading to MQF Level 4 and MQF Level 5 MCAST shall progressively identify a different assessment methodology which departs from the current VIVA methodology. If the need arises for a course leading to MQF Level 4 and/or MQF Level 5 which necessitates a VIVA assessment, parties shall enter into discussions prior to such introduction.

In order to ensure proper transition, courses leading to MQF Level 4 and MQF Level 5 which include a VIVA as a pre-requisite within the current unit / programme description shall continue to be carried until the end of the academic year 2024 – 2025.

The current practice of 15 minutes per student VIVA shall continue to be maintained and shall be remunerated according to the extra hour payment for additional duties (€40 per hour) on a pro-rata basis. This shall come into effect as from the date of signing.

Lecturers who are obliged to travel outside MCAST to carry out lectures in a different location on the same day are to be entitled for fuel reimbursement as per Central Administration policies in force from time to time for travelling purposes and allowed one (1) hour of contact time in travelling for every location they need to travel to, plus one additional hour per student visited.

51. Duties related to committees, boards and advisory processes

Employees may be asked to be involved in tendering processes, advisory processes, or committees or other consultancy services of MCAST in their area of expertise. Involvement in such processes shall be by mutual consent. Involvement in such processes shall not exceed 2 hours per week.

52. Class Population

In workshops where there are heavy tools, industrial tools, and tools that are potentially dangerous for students that are new to the unit in question, the maximum amount of students working on practical work should not exceed 10 students at one go. In other cases, all workshops should abide by the national minimum conditions.

As from the 2025 – 2026 Academic Year the following class limits are limited and shall only apply to MQF Level 1 – 4 as indicated below:

- MQF Level 1 and 2 – Maximum of 15 students per class
- MQF Level 3 – Maximum of 25 students per class
- MQF Level 4 - Maximum of 30 students, with up to 3 additional students allowed in special circumstances. This concession is granted only to MCAST Level programmes due to its vocational nature.

As for courses at MQF Level 5 or higher the current internal practices shall continue to apply.

Following consultation and discussion with the union the above numbers may be increased to address particular circumstances which necessitates adjustments. Such circumstances shall be addressed on case-by-case basis.

Wherever possible, classes amalgamation is to be implemented along the academic year.

53. Classes performed after Normal Working Hours

Lecturing staff are obliged to undertake classes between 3.30pm and 8.00pm up to a maximum of two evenings in any one week of the academic year in the following cases:

- when timetabling restrictions do not permit otherwise,
- when lectures delivered after the normal working hours form part of the contact hours as indicated in this Agreement
- when these lectures pertain to day programmes listed in the Prospectus.

Classes covered by this clause, i.e. classes held from 3.30pm onwards, shall not exceed a total of 2 hours 30 minutes per evening.

When lectures start on or later than 3.30pm, in whole or in part the lecturer shall be entitled to time off in lieu, hour for hour, for both the waiting time (from 3.30pm onwards) and the duration of the lecture in addition to the disturbance allowance. Such time off in lieu is to be availed of from non-contact hours by the end of the academic year, subject to Management approval and in lieu of the obligation to carry out the remaining non-contact hours outside MCAST premises. If due to work exigencies such Time off in lieu (TOIL) is not availed of, this will be carried forward to the following academic year.

In such cases compensation for lectures delivered shall consist solely of a disturbance allowance of €40.00 per evening.

Other evening classes not pertaining to day programmes listed in the Prospectus fall outside the scope of this collective agreement.

In addition to the provisions of the above, an employee may request to shift part of the employee's contact hours from the 8.00 — 15.30 session to the 15.30 — 20.00 session at no extra remuneration or any other entitlement. Such requests may be acceded to subject to the exigencies of the Institute.

54. Continuous Professional Development

14.1 During the academic year every lecturer may be asked to attend for continuous professional development sessions extra and above to the lecturing load as established in this Agreement provided that:

- The CPD sessions are held between 8:00am and 3:30pm.
- Up to two hours per month of CPD sessions may be organized by the institute.

Lecturers covered by this agreement may ask for substitution of these CPD sessions or part of with training course and/or industrial experience and/or conferences and/or academic activities in the area of specialization organized by third parties and approved by the institute management.

MCAST may wish to organize CPD sessions further to the amount established above, as long as there is a valid reason to do so, and an agreement is reached with the Union.

Academic staff may be required to participate in research, in line with the respective policy in force from time to time. Staff participating in such activities shall have their contact load reduced by an amount of time which reflects their additional responsibilities and in line with the respective policy. IP arising from research shall be in accordance with the principle established in Clause 39. MCAST shall however enter into a separate agreement on a case-by-case basis in case of commercialisation or financial profit.

Further to the clause detailing contact hours, Senior Lecturers 1, 2 and 3, Associate Professors and Professors will be expected to carry out academic research related to their area of specialization as directed by MCAST. Similarly, the grades covered by this section may come up with research projects themselves and carry out these projects if approved by management.

55. Paid Special Leave for Lecturers

Lecturing staff may utilise forty (40) hours Special Leave for urgent and personal needs as well as related to family occasions or requirements. This leave can be applied for on an hourly basis. This entitlement is inclusive of the sixteen (16) hours of the Urgent Family Leave as established in “General Provisions”, particularly as regards the legal provisions as in force from time to time.

In such circumstances, the employee has to apply with the Management of the necessity of such leave as soon as possible. The Management may request documentary evidence.

56. Engagement

All lecturing staff shall be appointed on an indefinite period. The first year of engagements for new recruits shall be on a probationary period phase as established by the law.

57. Staff Structure — Progression and Recruitment

Academic Staff who wish to continue their studying may request the Progression Board to verify that the course which they are about to undertake or are undertaking would be classified as "relevant" in the current circumstances. Such verification cannot be interpreted as an approval for automatic progression upon obtaining qualification.

Any progression shall be strictly tied to obtaining the necessary relevant qualification in the field of studies the academic staff was engaged to teach or has been requested to teach by MCAST and as established in the below table.

Assistant Lecturer Minimum 8 points		Pedagogy*	Level 5— 120 ECTS	Degree	Masters	PhD Doctorate	Experience
Either		Not required	5	-	-	-	Relevant 3 years
or		Not required	-	10	-	-	-

Lecturer Minimum 16 points		Pedagogy*	Level 5— 120 ECTS	Degree	Masters	PhD Doctorate	Experience
Either		PGCert in VEAR (or higher) or B.Ed (Hons) or MTL or PGCE	5	-	-	-	Relevant 11 years of which 5 years as Assistant Lecturer at MCAST
or		PGCert in VEAR (or higher) or B.Ed (Hons) or MTL or PGCE	-	10	-	-	Relevant 6 years
or		PGCert in VEAR (or higher) or B.Ed (Hons) or MTL or PGCE	-	-	5 (+5)	-	Relevant 6 years

Senior Lecturer 1 Minimum 22 points		Pedagogy*	Level 5— 120 ECTS	Degree	Masters	PhD Doctorate	Experience
Either		PGCert in VEAR (or higher) or B.Ed (Hons) or MTL or PGCE	-	10	-	-	Relevant 12 experience of which 5 years at MCAST
or		(+2) PGDip in VEAR (or higher) obligatory	-	-	5 (+5)	-	Relevant 10 years experience
or		PGCert in VEAR (or higher) or B.Ed (Hons) or MTL or PGCE in 5 yrs	-	10	5	-	Relevant 7 years experience
or		PGCert in VEAR (or higher) or B.Ed (Hons) or MTL or PGCE obligation in 5 yrs	-	10	-	14	-

Senior Lecturer 2		Pedagogy*		Level 5—	Degree	Masters	PhD	Experience
Minimum	30			120				
points				ECTS			Doctorate	
Either		(+2) PGDip in VEAR (or higher) obligatory		-	-	5 (+5)	-	Relevant 18 years experience of which 5 years at MCAST
or		PGCert in VEAR (or higher) or B.Ed (Hons) or MTL or PGCE		-	10	5	-	Relevant 15 years experience of which 5 years at MCAST
or		PGCert in VEAR (or higher) or B.Ed (Hons) or MTL or PGCE in 5 yrs		-	10	-	14	Relevant 6 years experience.
or		(+2) PGDip in VEAR (or higher) obligatory obligation in 5 yrs		-		5	14	Relevant 9 years experience.
or		PGCert in VEAR (or higher) or B.Ed (Hons) or MTL or PGCE obligation in 5 yrs		-	10	5	14	Relevant 1 year experience.

Senior Lecturer 3 Minimum 35 points		Pedagogy*	Level 5— 120	Degree	Masters	PhD	Experience
			ECTS			Doctorate	
Either	(+2) PG Dip in VEAR (or higher) obligatory		-	-	5 (+5)	-	Relevant 23 years experience of which 8 years at MCAST
or	PGCert in VEAR (or higher) or B.Ed (Hons) or MTL or PGCE		-	10	5	-	Relevant 20 years relevant experience of which 8 years at MCAST
or	PGCert in VEAR (or higher) or B.Ed (Hons) or MTL or PGCE		-	10	-	14	Relevant 11 years experience of which 8 years at MCAST
or	(+2) PGDip in VEAR (or higher) obligatory		-	-	5	14	Relevant 14 years experience of which 8 years at MCAST
or	PGCert in VEAR (or higher) or B.Ed (Hons) or MTL or PGCE		-	10	5	14	Relevant 8 years experience at MCAST

To ensure clarity, Masters in Education is to be considered in lieu of the “PGCert in VEAR or B.Ed (Hons) or MTL or PGCE” requirement when the qualification in question has components in pedagogy, which leads to the eligibility of the attaining of the teaching warrant in line with Council of Teaching Profession board in force from time to time. In such cases the employee is to provide the relative transcript.

* Furthermore, so as to ensure clarity, employees who are in possession of a qualification offered by the ex-VTTU at MCAST such as BTEC and PGC-VET these shall be considered for progression purposes.

58. Interpretation of the Progression table

1. As regards to the pedagogy training the Management shall consider any certification related to vocational pedagogy training provided that they are equivalent to an MQF Level 7 with a minimum of 30 ECTS. The majority of credits should be related to pedagogy.
2. Qualifications offered by MCAST (VTTU) refers to pedagogy training qualifications.
3. Candidates who are in possession of pedagogy related qualifications offered by MCAST (VTTU), shall continue to be considered in line with the principles enshrined in the 2012 MCAST – MUT Collective Agreement and the 2018 MCAST – MUT Collective Agreement, on a personal basis.
4. PGDip refers to pedagogy training qualification at MQF Level 7 with a minimum of 60 ECTS
5. Degree refers to a qualification at MQF Level 6 with a minimum of 180 ECTS
6. Masters refers to a qualification at MQF Level 7 with a minimum of 90 ECTS
7. PHD / Doctorate refers to a qualification at MQF Level 8
8. The same qualification used to enter a specific grade can also be used for progression.

Example: A Master's degree used to qualify for the Lecturer grade can later be used for progression to the Senior Lecturer grades.

- The same pedagogy training qualification can fulfil multiple criteria for a grade.

Example: A Level 7 pedagogy training qualification with 90 ECTS can be used to meet both the compulsory pedagogy related qualification requirement and the Master's degree requirement for a lecturing grade.

- **Relevant industrial experience for teaching** refers to professional work in a specific industry or field that helps improve teaching by providing practical skills, real-world knowledge, and subject expertise. Relevant experience can also include teaching in a licensed school.
- The requirement of the years of experience at MCAST must be within a grade covered by this Agreement.
- For the avoidance of doubt, years of experience, part-time work shall be evaluated on a case-by-case basis.

59. Definitions for Progression and Recruitment procedures

Relevant Experience for progression and recruitment purposes refers to working experience that is closely associated and appropriate to the subject taught by the lecturer who is being progressed or by the candidate being considered for appointment.

- a) Relevant Experience includes lecturing experience at MCAST.

- b) The teaching/lecturing experience to be valid requires to be carried out in a licensed educational institution.
- c) As a general rule only Full-Time relevant experience is considered for progression and recruitment whilst taking in consideration other relevant clauses within this Agreement.
- d) In the case of lecturing grades whereby work experience is to be evaluated through a portfolio mechanism, the years of service quantified as validated work experience in terms of equivalent, these years shall be considered also for progression purposes.
- e) For the purposes of this Agreement a 'relevant qualification' shall be interpreted to mean that the transcript of the qualification in question must have at least 60% of the modules directly related to the field of the subject area that the lecturer was recruited or progressed to teach or any other subject area that the lecturer had been or may be requested to teach.
- f) Level 6 and Level 7 in the progression table require to carry at least 180 ECTS and 90 ECTS respectively.
- g) Progressions will be processed, unless there is a written objection from the management.

60. Progression and Recruitment Point System

The progression route can be altered according to the following:

- A teaching qualification and/or qualification in pedagogy is obligatory for all grades to progress. In case of pedagogical qualifications (vocational) offered by MCAST, an extra 1 point is awarded.
- Staff not in possession of a first degree, but who possess a MVEAR qualification only, will need to enroll in pedagogical qualifications (vocational) offered by MCAST as academic enhancement to progress further. The pedagogical qualifications (vocational) offered by MCAST will account for 2 points. Staff who do not honor the obligation to obtain a teaching qualification within the 5 year time window will revert to Assistant Lecturer grade with all conditions of Assistant Lecturer Grade.
- Staff may reduce the years of experience by doing further qualifications to gain more points.

- The following table applies:

Additional Qualification	Points awarded
Level 5	2
Degree	5
Masters	3
PhD and Doctorate	7

- Lecturing staff will be awarded 1 point for every 5 years of satisfactory service (or equivalent) at MCAST. This shall result in a reduction of the established satisfactory years of service for the scope of progression.
- In the case of part time experience management will look into exceptional cases.

61. Trade Practitioners

Trade Practitioners will be recruited part-time, emphasising building skills capacity over the next three years. The tutors will have direct experience in practical trades.

62. Administrative Duties

When, following an appropriate internal call for application, a member of the lecturing staff is allocated specific additional administrative duties including those of a programme coordinator or in relation to their area of studies, the Management, in consultation with the Director of the respective Institute, shall agree on how their contact hours may be reduced to attend for the extra duties expected of them in his new position. The assignment of additional administrative duties shall be for one academic year, renewable at the discretion of the MCAST Management. The additional administrative duties will be agreed on between the Director of the Institute and the lecturer and approved by the Principal prior to the lecturer taking up the additional duties. If following an internal call, no application is received or if the applicant/s is/are deemed to be inappropriate for the assigned responsibilities, the MCAST management reserves the right to assign the additional administrative duties to a member of the lecturing staff they deem fit, provided that the same provision for the reduction of contact hours shall apply.

63. Institute Coordinators and /or Subject Coordinators

The minimum qualifications shall be at least a relevant first degree or higher, a recognised teaching qualification as identified in the progression route, and five full time years lecturing experience. The grade of the lecturer will be taken into consideration in the final selection.

In cases whereby there are remaining vacancies Management and the union will discuss on the way forward.

A compensation of €2500 allowance plus reduction of 5 hours for average (courses <8 and students < 300). If number of courses is above 8 then they get a further reduction of 2 hours thus resulting in a total reduction in load of seven (7) hours. If the number of students is greater than 300 then they get a further reduction of 3 hours thus resulting in a total reduction in load of eight (8) hours. If both courses and students are greater than the average (> 8 and >300 respectively) then they get a further reduction of 5 hours thus resulting in a total reduction in load of ten (10) hours. The financial aspect of the coordinator allowance shall come into effect as from 1st January 2023.

In exceptional cases of academics performing more than one coordination for full-time courses the maximum compensation of €2,500 per annum shall not be exceeded. When such cases transpire the union shall be consulted accordingly.

64. Part-Time Casual Lecturers

MCAST reserves the right to employ lecturers on casual part-time basis. These shall be subject to the Quality Assurance appraisal system.

All casual part-time lecturers will be encouraged to follow the Certificate in Vocational Teacher Training administered by MCAST.

65. Vocational Teacher Training Qualifications

Without prejudice to other clauses in this Agreement, MCAST reserves the right to require new employees engaged after the date of signing of this Agreement, who are in possession of approved comparable teacher training qualifications, to undertake an additional module (or some additional modules) of a pedagogical nature related to VET.

The Vocational Teacher Training Qualification is provided by MCAST free of charge for those lecturers entitled to follow the course. Lecturers are obliged to attend such a course. Lecturers who continue with their studies following the attainment of the entry level in Vocational Teacher Training MCAST shall sponsor such lecturers 50% of the relevant fees. In the event that such course is not made available within the first four years of appointment, a lecturer shall be entitled to progress to the next higher grade, provided that they satisfy all the other criteria for such progression and will also be entitled to both increments and collective agreement increases as applicable in this collective agreement. It is understood that, should the course be offered after progression and/or after the four year period, the lecturer is obliged to attend such training. Failure to attend and/or pass such training will result in the lecturer forfeiting

any further progression in the grade or into other higher grades until they pass such training.

MCAST shall endeavour to identify teacher training programmes which are deemed by the College to be comparable to the vocational teacher training programme offered by MCAST. Such qualifications shall be considered for the purpose of progression, but MCAST reserves the right to require the holders of such qualifications to undertake an additional module (or some additional modules) of a pedagogical nature related to VET.

66. Work Resources allowance

All lecturers can avail themselves of Work Resources Allowance within the framework as highlighted in this section. This benefit is governed by a policy agreed between MCAST and MUT.

67. Quality Assurance (QA) Mechanism for Academics

MCAST operates a quality assurance mechanism for Academics. This is not linked to performance related pay. Nonetheless, quality assurance of a pedagogic nature should act as an indicator of strengths and weaknesses and, if necessary, should motivate academics to retain good practice and to focus on areas which require improvement. The QA mechanism will provide the candidate with the opportunity to meet with a QA staff at least once every three (3) year and to be entitled to a formal debrief that will be documented and agreed by all parties. The process may also include classroom observation by qualified observers so that good practice and/or staff development needs may be identified. Management may request teaching material from academic staff, who shall present the said material. The material may be retained by management for an agreed period of time with the academic concerned.

68. Hybrid Mode of Teaching

Parties shall enter into discussion of how to address circumstances where it transpires there is the need to introduce hybrid mode of teaching.

69. Grading & Salary Structure: Lecturing Grades

	2023	2024	2025	2026	2027
Senior Lecturer III	1,000	1,000	1,400	1,800	2,000
	49,700	50,700	52,100	53,900	55,900
	48,800	49,800	51,200	53,000	55,000
900	47,900	48,900	50,300	52,100	54,100
	47,000	48,000	49,400	51,200	53,200
	46,100	47,100	48,500	50,300	52,300
	45,200	46,200	47,600	49,400	51,400

Senior Lecturer II	2023	2024	2025	2026	2027
	1,350	1,375	1,400	1,600	2,000
883	45,372	46,747	48,147	49,747	51,747
	44,489	45,864	47,264	48,864	50,864
	43,606	44,981	46,381	47,981	49,981
	42,723	44,098	45,498	47,098	49,098
	41,840	43,215	44,615	46,215	48,215
	40,957	42,332	43,732	45,332	47,332

Senior Lecturer I	2023	2024	2025	2026	2027
	1,350	1,375	1,400	1,525	1,900
	41,259	42,634	44,034	45,559	47,459
794	40,465	41,840	43,240	44,765	46,665
	39,671	41,046	42,446	43,971	45,871
	38,877	40,252	41,652	43,177	45,077
	38,083	39,458	40,858	42,383	44,283
	37,289	38,664	40,064	41,589	43,489

Lecturer	2023	2024	2025	2026	2027
	1,250	1,300	1,350	1,400	1,732
	36,568	37,868	39,218	40,618	42,350
	36,020	37,320	38,670	40,070	41,802
	35,472	36,772	38,122	39,522	41,254
548	34,924	36,224	37,574	38,974	40,706
	34,376	35,676	37,026	38,426	40,158
	33,828	35,128	36,478	37,878	39,610
	33,280	34,580	35,930	37,330	39,062

Assistant Lecturer	2023	2024	2025	2026	2027
	1,200	1,200	1,250	1,300	1,650
	34,187	35,387	36,637	37,937	39,587
	33,745	34,945	36,195	37,495	39,145
	33,303	34,503	35,753	37,053	38,703
	32,861	34,061	35,311	36,611	38,261
442	32,419	33,619	34,869	36,169	37,819
	31,977	33,177	34,427	35,727	37,377
	31,535	32,735	33,985	35,285	36,935
	31,093	32,293	33,543	34,843	36,493

Notes regarding the salary structure:

- 1) As from 1st January 2023, serving officers shall be assimilated into their respective salary scale by taking their salary as at 31st December 2022 and adding the respective Collective Agreement Increase and increment following which the summation shall be placed into the equivalent notch. If there is no equivalent notch employees will be placed on the next best step, provided that the maximum of the salary scale is not exceeded.
- 2) As from 1st January 2024, employees will be entitled to a Collective Agreement Increase and increment according to their respective Salary Scales, provided that the maximum of the salary scale is not exceeded.
- 3) New recruits shall be employed on the minimum of the respective Salary Scale. Further progressions shall be through calls for applications which may be issued from time to time.
- 4) Employees who are promoted following the signing of the agreement shall be assimilated into the new salary scale by taking their salary + Increment of the new Salary Scale. The employee shall be placed into the salary scale in the equivalent notch. If there is no equivalent notch employees will be placed on the next best step, provided that the maximum of the salary scale is not exceeded.
- 5) All figures are inclusive of COLA. Should there be instances, in the duration of this agreement, where it results that COLA is higher than the agreed collective agreement increases for any grades, such instances will be rectified by topping up the respective collective agreement increase to ensure that COLA, as declared for that particular year, is incorporated in the basic wage of the respective grade. This is without prejudice to Public Administration direction in force from time to time.
- 6) Employees who have the necessary pre-requisites to progress to Senior Lecturer III in 2023 shall be assimilated according to the provisions of this Agreement but and

shall be placed at a notch which is to be not lower than the 2nd notch of the respective grade. This principle shall apply for both assimilation and progressions within Senior Lecturer III in 2023.

Henceforth employees progressing to Senior Lecturer III shall have their progression worked out in line with the provisos of this Agreement.

In addition to the basic salary, MCAST academic members of staff are paid an annual academic supplement for the period January 2023 up to December 2027 as shown hereunder:

Nomenclature	2023	2024	2025	2026	2027
Senior Lecturer III	€4,000	€4,000	€4,500	€5,000	€5,000
Senior Lecturer II	€4,000	€4,000	€4,500	€4,750	€4,750
Senior Lecturer I	€3,800	€3,800	€4,000	€4,500	€4,500
Lecturer	€3,600	€3,600	€4,000	€4,250	€4,250
Assistant Lecturer	€3,300	€3,300	€3,500	€4,000	€4,000

Academic Work Resource Fund

Furthermore, academic members shall also be entitled to the below work resource fund which is be availed of, against receipts, in accordance with internal procedures as in force from time to time which shall be as follows

Nomenclature	2023 - 2025	2026 onwards
Senior Lecturer III	€2,667	€2,800
Senior Lecturer II	€2,667	€2,800
Senior Lecturer I	€2,667	€2,800
Lecturer	€2,400	€2,800
Assistant Lecturer	€2,267	€2,800

Professorship / Associate Professorship

who are in possession of the eligible academic criteria to apply for such titles and in line with the provisions of the respective policy governing these titles as in force from time to time shall prevail.

Employees who are awarded the title of Professor / Associate Professor shall be entitled to an additional allowance as specified below:

Nomenclature	Additional Allowance
Professor	€9,000 per annum
Associate Professor	€4,000 per annum

Section III: Technician Grades

It is hereby being agreed that the provisions in “Section 1: General Provisions” shall apply *mutatis mutandi* to the grades shown hereunder, unless otherwise specified in this section.

70. Hours of Work

Calendar

The management shall communicate the yearly calendar to employees in January.

Full-days

Full-days shall be from 7.30 to 16.30 with a 30-minute break which is unpaid. The time of the unpaid break shall be established by the respective line management and shall normally be scheduled sometime between noon and 13.00.

Half-days

Half-days shall be from 7.30 to 13.30 starting the first Monday of July for eleven weeks. There shall also be one week of half-days during the Easter period and another week of half-days during the Christmas period. There shall be no break during half-days.

Overtime

Overtime shall be applicable beyond the established working hours.

Any work assigned to technician grades beyond the 40-hours weekly must be in agreement with the employee and shall be considered as overtime. It shall be remunerated according to the established rates (1:1.5h weekdays and Saturdays, 1:2h Sundays and Public holidays).

Flexi-time

Flexi-time shall consist of one hour before the standard commencement of work and two hours after the standard commencement of work for employees who request it. This shall shift the established 8-hour working day through a pre-approved plan between the employee and management.

Remote Working

Remote working of 20% (without the need to provide a reason) shall be offered to this grade. The remote hours shall be provided following the request of the employee and the approval by management. To ensure that the service to students is not interrupted, an annual plan shall be drawn up for each grade including the possibilities for utilising remote working. There shall not be any banking of remote working.

Applications for remote working beyond the 20% shall be in line with the Central Administration’s policy as in force from time to time.

Technician grades shall be entitled to all applicable family friendly provisions emerging from this agreement and legislations in force from time to time. The vacation leave entitlement per calendar year shall follow the applicable allocation by law which is currently of 192 hours per annum. Employees shall also be entitled to additional vacation leave for public holidays falling during the weekend.

71. Grading and Salary Structure

All three grades of T1, T2 and T3 will follow a natural progression based on experience and/or qualifications. Entry criteria and progression of the Technician Grades are stipulated as follows:

Entry	Technician I	Technician II	Technician III
Entry	Relevant MQF 4 or MQF 3 + 4 years industrial experience in the area	MQF 5 (or higher) or MQF 4 + 4years industrial experience in the area	
Progression		Technician I with MQF4 + total 4 years industrial experience in the area which may also include technical experience as technician at MCAST	Relevant MQF 4 + 10 years’ experience as a technician at MCAST or Relevant MQF 5 + 8 years’ experience as a technician at MCAST or Relevant MQF 6 + 6 years’ experience as a technician at MCAST

Technicians who hold the requisite to progress to a new grade following the signing of this agreement are requested to submit their request for progression for consideration by management according to the established progression structures in place.

72. Salary Structure

	2023	2024	2025	2026	2027
Technician III	1,600	1,600	1,600	1,600	1,600
	31,267	32,867	34,467	36,067	37,667
	30,487	32,087	33,687	35,287	36,887
	29,707	31,307	32,907	34,507	36,107
780	28,927	30,527	32,127	33,727	35,327
	28,147	29,747	31,347	32,947	34,547
	27,367	28,967	30,567	32,167	33,767
	26,587	28,187	29,787	31,387	32,987

	2023	2024	2025	2026	2027
Technician II	1,450	1,450	1,450	1,450	1,450
	26,635	28,085	29,535	30,985	32,435
	25,955	27,405	28,855	30,305	31,755
	25,275	26,725	28,175	29,625	31,075
680	24,595	26,045	27,495	28,945	30,395
	23,915	25,365	26,815	28,265	29,715
	23,235	24,685	26,135	27,585	29,035
	22,555	24,005	25,455	26,905	28,355
	21,875	23,325	24,775	26,225	27,675

	2023	2024	2025	2026	2027
Technician I	1,350	1,350	1,350	1,350	1,350
	21,850	23,200	24,550	25,900	27,250
	21,300	22,650	24,000	25,350	26,700
	20,750	22,100	23,450	24,800	26,150
550	20,200	21,550	22,900	24,250	25,600
	19,650	21,000	22,350	23,700	25,050
	19,100	20,450	21,800	23,150	24,500
	18,550	19,900	21,250	22,600	23,950
	18,000	19,350	20,700	22,050	23,400

Notes regarding the salary structure:

- 1) As from 1st January 2023, serving officers shall be assimilated into their respective salary scale by taking their salary as at 31st December 2022 and adding the respective Collective Agreement Increase and increment following which the summation shall be placed into the equivalent notch. If there is no equivalent notch employees will be placed on the next best step, provided that the maximum of the salary scale is not exceeded.
- 2) As from 1st January 2024, employees will be entitled to a Collective Agreement Increase and increment according to their respective Salary Scales, provided that the maximum of the salary scale is not exceeded.

- 3) New recruits shall be employed on the minimum of the respective Salary Scale. Further progressions shall be through calls for applications which may be issued from time to time.
- 4) Employees who are promoted following the signing of the agreement shall be assimilated into the new salary scale by taking their salary + Increment of the new Salary Scale. The employee shall be placed into the salary scale in the equivalent notch. If there is no equivalent notch employees will be placed on the next best step, provided that the maximum of the salary scale is not exceeded.
- 5) All figures are inclusive of COLA. Should there be instances, in the duration of this agreement, where it results that COLA is higher than the agreed collective agreement increases for any grades, such instances will be rectified by topping up the respective collective agreement increase to ensure that COLA, as declared for that particular year, is incorporated in the basic wage of the respective grade. This is without prejudice to Public Administration direction in force from time to time.

Technicians at T1 and T2 level are assigned workshops and/or laboratories that are relevant to their qualifications and/or experience. The technician is expected to take full responsibility and ownership and must ensure that the environment is safe, clean and well organised. The responsibilities will include:

- a) Capex inventory of workshop/laboratory
- b) Inventory of required consumables
- c) Health and Safety in the workshop
- d) Cleanliness and Organisation of workshop
- e) Supporting lecturers for and during practical sessions
- f) Upkeep and maintenance of equipment and workshop infrastructures

Moreover, technicians that progress to T3 following the achievement of Level 5 qualifications and the sufficient number of years of experience will also be expected to do all of the above tasks, but they will also be assigned more than one lab or workshop and will thus be expected to coordinate the activities of other colleagues.

Those technicians who while in their T3 role acquire a Level 6 or higher relevant qualification will be expected to contribute actively in any workshop related technical matters including but not limited to new equipment specifications.

MCAST shall endeavour to increase the complement of technicians to enable technicians to work closer to a time-tabled provision.

Allowances

	Class Allowance	Expertise Allowance
Technician III	€1,500	€2,400
Technician II	€1,100	€2,100
Technician I	€800	€1,800

Serving employees in the Technical Stream shall be entitled to the above allowances as from 1st January 2023.

Section IV: Inclusion Educators

It is hereby being agreed that the provisions in “Section 1: General Provisions” shall apply *mutatis mutandi* to the grades shown hereunder, unless otherwise specified in this section.

The management and union agree that all Inclusion Educators who are in employment with MCAST on the date of signing of this agreement shall be assimilated into one of the following grades: Inclusion Educator I, Inclusion Educator II or Inclusion Educator III.

73. Grading and Salary Structure

All three grades covered by this section will follow a progression based on qualifications. Entry criteria and progression of the Inclusion Educators are stipulated as follows:

	Inclusion Educator I	Inclusion Educator II	Inclusion Educator III
Entry	Relevant full MQF 4	Relevant full MQF 5	Relevant full MQF 6 or higher
Progression		Relevant full MQF 5	Relevant full MQF 6 or higher

Inclusion Educators who hold the requisites to progress to a new grade are requested to submit their request for progression for consideration by management according to established progression structures in place.

For the avoidance of doubt and to ensure clarity, years of experience carried out as Inclusion Educators are commensurate to the experience of Learning Support Educators and vice-versa.

Inclusive Educators are expected to perform duties which enable and/or support access to learning and assessment with all learners in a class, or an individual learner.

These duties include:

- a. assisting the teaching and learning process led by the Lecturer, promoting independence and fulfilment of all learners, with or without a recognised statement of needs, in all learning experiences within the educational journey;
- b. collaborating closely and be guided by the respective unit/module lecturer, and other professionals who may be supporting this endeavour within or beyond the classroom, under the leadership of the Deputy Director of Inclusive Education Unit;

- c. engaging in the development of a Community of Professional Educators.
- d. supporting and collaborating with the lecturer and other colleagues.
- e. Assisting in the education of all learners in class, in particular learners with special educational needs so that their individual curricular entitlement is ensured and their learning needs are catered for;
- f. participating fully in Making Action Plans sessions (MAPs);
- g. Ensuring that the learner receives the support as established by the Inclusive Education Unit; i.e.
 - in-class support and/or individual support sessions.
 - attending Inclusive Education Unit meetings;
 - reporting progress on individual support session on a regular basis;
- h. Planning and assisting in the adaptation of educational materials and playing an active part in all the components of the instructional and educational process in class under the direction of the lecturer;
- i. provide set access arrangements during assessment as determined by the Inclusive Education Unit;
- j. participating in the transition of learners as they move from one educational level to another as determined by the Inclusive Education Unit
- k. Promoting an inclusive community of learners, in collaboration with Institute Directors, Lecturers, Student Support Services Coordinators, Mentors, Educational Psychologists, other specialists, and parents/guardians when necessary.
- l. promoting at all times the aims, ethos and policies of the College and actively working as a member of the Inclusive Education Unit;
- m. supporting Learner/s during activities held outside the College premises including experiences in the community, work placements and apprenticeships;
- n. participating in Continuing Professional Development (CPD) opportunities as appropriate to his/her role and functions as indicated by the MCAST Management;
- o. assisting in orientation tours offered to new learners attending campus for the first time as identified by the Inclusive Education Unit;
- p. assisting or carrying out any other task related to Inclusive Education as assigned by the line manager.

Inclusion Educators shall be entitled to all applicable family friendly provisions emerging from this agreement and legislations in force from time to time. The union and management shall agree about any compensation for public holidays falling during weekends which may be provided by Government before the start of the academic year or when such compensation shall be issued.

74. Hours of work

The academic year shall be as established in Clause 49, with the same conditions as for the lecturing grades. Clause 53 of the lecturing grades shall also be applicable for Inclusive Educators.

As from Academic Year 2025 – 2026 the maximum of 24 hours out of the 37.5 weekly hours on campus shall be contact hours. The remaining hours, apart from the contact hours, may be carried out off site.

Inclusion Educators shall be entitled to fifty (50) days' vacation leave per academic year. Such leave is to be availed of with the same conditions as for the lecturing grades.

In addition, during College time, Inclusion Educators shall be entitled to forty (40) hours Special Leave with the same conditions as for the lecturing grades as per clause 55.

Inclusion Educators will receive a flat rate of twenty-five (25) euros an hour when replacing lecturers only. When the Inclusion Educator is replacing a lecturer and exceeds the 24 hours contact load as from the academic year 2024 – 2025, the established rate is additional to the overtime compensation.

Inclusion Educators will be entitled to a Work Resources and Grade Allowances as outlined in this document. The administration of Work Resources Allowance will follow the same parameters of lecturing grades.

As from Academic Year 2025 – 2026 when Inclusion Educators are assigned duties during weekdays in excess of their 24 contact hours, they will be compensated at the overtime rate of (1:1.5) hourly or upon the request of the Inclusion Educator as 1:1.5 time off in lieu.

Inclusion Educators who are obliged to travel outside MCAST to carry out duties in a different location on the same day are to be entitled for fuel reimbursement as per Central Administration policies in force from time to time for travelling purposes and allowed one (1) hour of contact time in travelling for every location they need to travel to, plus one additional hour per student visited.

75. Salary Structure

Inclusion Educator III	2023	2024	2025	2026	2027
	1,600	1,600	1,600	1,600	1,600
	29,200	30,800	32,400	34,000	35,600
	28,600	30,200	31,800	33,400	35,000
600	28,000	29,600	31,200	32,800	34,400
	27,400	29,000	30,600	32,200	33,800
	26,800	28,400	30,000	31,600	33,200
	26,200	27,800	29,400	31,000	32,600
	25,600	27,200	28,800	30,400	32,000
	25,000	26,600	28,200	29,800	31,400

Upon the attainment of 15 years experience ²	2023	2024	2025	2026	2027
Inclusion Educator II	1,450	1,450	1,450	1,450	1,450
	27,499	28,949	30,399	31,849	33,299
550	26,949	28,399	29,849	31,299	32,749
	26,399	27,849	29,299	30,749	32,199
	25,849	27,299	28,749	30,199	31,649
Inclusion Educator II	2023	2024	2025	2026	2027
	1,450	1,450	1,450	1,450	1,450
	25,700	27,150	28,600	30,050	31,500
	25,150	26,600	28,050	29,500	30,950
550	24,600	26,050	27,500	28,950	30,400
	24,050	25,500	26,950	28,400	29,850
	23,500	24,950	26,400	27,850	29,300
	22,950	24,400	25,850	27,300	28,750
	22,400	23,850	25,300	26,750	28,200
	21,850	23,300	24,750	26,200	27,650

² Experience shall mean all the years carried out as either Supply LSE, LSE Stream or their previous related career paths within the Educational System or Inclusion Educator Stream in any licensed school.

Upon the attainment of 10 years experience²	2023	2024	2025	2026	2027
Inclusion Educator I	1,400	1,400	1,400	1,400	1,400
450	23,954	25,354	26,754	28,154	29,554
	23,504	24,904	26,304	27,704	29,104
	23,054	24,454	25,854	27,254	28,654
	22,604	24,004	25,404	26,804	28,204
Inclusion Educator I	2023	2024	2025	2026	2027
500	1,250	1,250	1,250	1,250	1,250
	22,500	23,750	25,000	26,250	27,500
	22,000	23,250	24,500	25,750	27,000
	21,500	22,750	24,000	25,250	26,500
	21,000	22,250	23,500	24,750	26,000
	20,500	21,750	23,000	24,250	25,500
	20,000	21,250	22,500	23,750	25,000
	19,500	20,750	22,000	23,250	24,500
	19,000	20,250	21,500	22,750	24,000

Notes regarding the salary structure:

- 1) As from 1st January 2023, serving officers shall be assimilated into their respective salary scale by taking their salary as at 31st December 2022 and adding the respective Collective Agreement Increase and increment following which the summation shall be placed into the equivalent notch. If there is no equivalent notch employees will be placed on the next best step, provided that the maximum of the salary scale is not exceeded.
- 2) As from 1st January 2024, employees will be entitled to a Collective Agreement Increase and increment according to their respective Salary Scales, provided that the maximum of the salary scale is not exceeded.
- 3) New recruits shall be employed on the minimum of the respective Salary Scale. Further progressions shall be through calls for applications which may be issued from time to time.
- 4) Employees who are promoted following the signing of the agreement shall be assimilated into the new salary scale by taking their salary + Increment of the new Salary Scale. The employee shall be placed into the salary scale in the equivalent notch. If there is no equivalent notch employees will be placed on the next best step, provided that the maximum of the salary scale is not exceeded.
- 5) All figures are inclusive of COLA. Should there be instances, in the duration of this agreement, where it results that COLA is higher than the agreed collective agreement increases for any grades, such instances will be rectified by topping up the respective collective agreement increase to ensure that COLA, as declared for that particular year, is incorporated in the basic wage of the respective grade. This is without prejudice to Public Administration direction in force from time to time.

6) In addition to the basic salary, Inclusions Educators are paid the following grade allowance for the period January 2023 up to December 2027 as shown hereunder:

	2023	2024	2025	2026	2027
Inclusion Educator III	4,350	5,350	5,850	6,350	8,350
Inclusion Educator II (15 years onwards)	3,850	4,850	5,350	5,850	7,850
Inclusion Educator II	3,375	4,375	4,875	5,375	7,375
Inclusion Educator I (10 years onwards)	2,925	3,925	4,425	4,925	6,925
Inclusion Educator I	2,450	3,450	3,950	4,450	6,450

Academic Work Resource Fund

Furthermore, Inclusion Educators shall also be entitled to an annual work resource fund of €1,500 which is be availed of, against receipts, in accordance with internal procedures as in force from time to time. This shall be come into effect as from 1st January 2023.

Section V: Student Support Services

It is hereby being agreed that the provisions in “Section 1: General Provisions” shall apply *mutatis mutandi* to the grades shown hereunder, unless otherwise specified in this section.

76. Working Hours

Calendar

The management shall communicate the yearly calendar to employees in January.

Full-days

Full-days shall be from 7.30 to 16.30 with a 30-minute break which is unpaid. The time of the unpaid break shall be established by the respective line management and shall normally be scheduled sometime between noon and 13.00.

Half-days

Half-days shall be from 7.30 to 13.30 starting the first Monday of July for eleven weeks. There shall also be one week of half-days during the Easter period and another week of half-days during the Christmas period. There shall be no break during half-days.

Overtime

Overtime shall be applicable beyond the established working hours.

Flexi-time

Flexi-time shall consist of one hour before the standard commencement of work and two hours after the standard commencement of work for employees who request it. This shall shift the established 8-hour working day through a pre-approved plan between the employee and management.

Remote Working

Remote working of 20% (without the need to provide a reason) shall be offered to this grade. The remote hours shall be provided following the request of the employee and the approval by management. To ensure that the service to students is not interrupted, an annual plan shall be drawn up for each grade including the possibilities for utilising remote working. There shall not be any banking of remote working.

Applications for remote working beyond the 20% shall be in line with the Central Administration’s policy as in force from time to time.

77. Leave

Employees shall be entitled to all applicable family friendly provisions emerging from this agreement and legislations in force from time to time. The vacation leave entitlement per calendar year shall follow the applicable allocation by law which is currently of 192 hours per annum. Employees shall also be entitled to additional vacation leave for public holidays falling during the weekend.

The leave year is from 1st January to 31st December of each year.

78. Professional Support

Employees shall be awarded a maximum of 18 working days for the purpose of professional support and development. The utilization of such days is to be coordinated by Management on yearly basis.

79. Grading and Salary Structure

The management and union agree that all Career Advisors and Counsellors who are in employment with MCAST on the date of signing of this agreement shall be assimilated into one of the following grades and pegged with the respective salaries. The grading structure shall be as follows:

Nomenclatures	Salaries to be pegged with
Career Advisor I Counsellor I	Lecturer
Career Advisor II Counsellor II	Senior Lecturer I
Career Advisor III Counsellor III	Senior Lecturer II
Career Advisor IV Counsellor IV	Senior Lecturer III

Counsellors and Career Advisors shall be employed according to criteria established for lecturing grades by taking into consideration their relevant qualifications and relevant experience keeping in mind the qualifications and relevant experience as determined by the respective profession.

Furthermore, employees within this category may apply for paid study leave in line with the same provisions as enshrined in the agreement.

80. Progression

Progression to the respective grades of Career Advisors and Counsellors will follow the progression mechanism as highlighted in the progression table for lecturing grades. However, the requirement of a pedagogy course stipulated for lecturing grades is not applicable to Career Advisors and Counsellors.

Employees who hold the requisites to progress to a new grade following the signing of this agreement are requested to submit their request for progression for consideration by management according to established progression structures in place.

81. Student Support Services Allowances

In view of the following factors:

- a) MCAST's continuing quest to raise the status of vocational education and training by providing a meaningful, valid and accessible opportunity to individuals to realize their full potential,

and

- b) To assist Student Support Services Staff in updating themselves professionally with the latest available tools and literature;

As from 1st January 2023, employees shall receive an annual professional allowance of €1,500, proportionally paid on a monthly basis.

Further, it is understood that MCAST will refund the expenses for Warranted Counsellors, against receipt, of the mandatory supervision support which enables professionals covered by this agreement to carry out their duties effectively and professionally. As from the academic year 2024 – 2025, the expenses in this regard are capped at €900 plus VAT annually and are not accrued. In cases where the employee does not work for the whole 12-month period for whatever reason, including unpaid leave, retirement or newly recruited employees, the expenses shall be capped on pro rata basis.

Furthermore, as from 1st January 2023 employees in this stream shall also be entitled to a Works Resources Allowance of €2,000 per annum in line with the established policy at MCAST.

82. Class Allowance

As from 1st January 2023, employees within this stream shall be entitled to this annual class allowance as follows:

Nomenclatures	Annual Allowance
Career Advisor IV Counsellor IV	€3,500
Career Advisor III Counsellor III	€3,250
Career Advisor II Counsellor II	€3,000
Career Advisor I Counsellor I	€2,750

Section VI: Senior Research Officers

It is hereby being agreed that the provisions in “Section 1: General Provisions” shall apply *mutatis mutandi* to the grades shown hereunder, unless otherwise specified in this section.

83. Hours of Work

Calendar

The management shall communicate the yearly calendar to employees in January.

Full-days

Full-days shall be from 7.30 to 16.30 with a 30-minute break which is unpaid. The time of the unpaid break shall be established by the respective line management and shall normally be scheduled sometime between noon and 13.00.

Half-days

Half-days shall be from 7.30 to 13.30 starting the first Monday of July for eleven weeks. There shall also be one week of half-days during the Easter period and another week of half-days during the Christmas period. There shall be no break during half-days.

Overtime

Overtime shall be applicable beyond the established working hours.

Flexi-time

Flexi-time shall consist of one hour before the standard commencement of work and two hours after the standard commencement of work for employees who request it. This shall shift the established 8-hour working day through a pre-approved plan between the employee and management.

Remote Working

Remote working of 20% (without the need to provide a reason) shall be offered to this grade. The remote hours shall be provided following the request of the employee and the approval by management. To ensure that the service to students is not interrupted, an annual plan shall be drawn up for each grade including the possibilities for utilising remote working. There shall not be any banking of remote working.

Applications for remote working beyond the 20% shall be in line with the Central Administration’s policy as in force from time to time.

84. Leave

Employees shall be entitled to all applicable family friendly provisions emerging from this agreement and legislations in force from time to time. The vacation leave entitlement per

calendar year shall follow the applicable allocation by law which is currently of 192 hours. Employees shall also be entitled to the equivalent number of hours of vacation leave for public holidays falling during the weekend.

The leave year is from 1st January to 31st December of each year.

85. Grading and Salary Structure

The management and union agree that all Senior Research Officers who are in employment with MCAST on the date of signing of this agreement shall be assimilated, as from 1st January 2023, into one of the following grades and pegged with the respective salaries. The grading structure shall be as follows:

	Senior Research Officer I	Senior Research Officer II
Entry	MQF6 + MQF 7+ MQF 8 or MQF 7 + MQF 8 + 3 years relevant experience or MQF 6+ MQF 8 + 2 years relevant experience	
Progression		MQF6 + MQF 7+ MQF 8 + 4 years relevant experience at MCAST or MQF 7 + MQF 8 + 7 years relevant experience, 4 years of which must be carried out at MCAST or MQF 6+ MQF 8 + 6 years relevant experience, 4 years of which must be carried out at MCAST

86. Salary Pegging

Nomenclature	Pegging
Senior Research Officer I	Senior Lecturer II
Senior Research Officer II	Senior Lecturer III

87. Professional Development

Signatories acknowledge the benefits from one's affiliation to various professional bodies and as such Senior Research Officers may request to benefit from the provisions regulated the Professional Development fund as currently regulated by Policy 247/2020 and any subsequent updates. Changes to the said policy will be carried out in consultation with the union.

88. Class Allowance

Employees in grade of Senior Research Officers' Stream shall be entitled to an annual allowance which covers other ancillary duties such as duties but not limited to carried out on boards and committees as follows:

Nomenclature	Annual Allowance
Senior Research Officer II	€4,000
Senior Research Officer I	€3,000

This allowance shall be paid as from 1st January 2023.

Section VII: Mentors

It is hereby being agreed that the provisions in “Section 1: General Provisions” shall apply *mutatis mutandi* to the grades shown hereunder, unless otherwise specified in this section.

The management and union agree that all “Student Mentors” who are in employment with MCAST on the date of signing of this agreement shall be assimilated, in the below provisos.

89. Hours of Work

Calendar

The management shall communicate the yearly calendar to employees in January.

Full-days

Full-days shall be from 7.30 to 16.30 with a 30-minute break which is unpaid. The time of the unpaid break shall be established by the respective line management and shall normally be scheduled sometime between noon and 13.00.

Half-days

Half-days shall be from 7.30 to 13.30 starting the first Monday of July for eleven weeks. There shall also be one week of half-days during the Easter period and another week of half-days during the Christmas period. There shall be no break during half-days.

Overtime

Overtime shall be applicable beyond the established working hours.

Flexi-time

Flexi-time shall consist of one hour before the standard commencement of work and two hours after the standard commencement of work for employees who request it. This shall shift the established 8-hour working day through a pre-approved plan between the employee and management.

Remote Working

Remote working of 20% (without the need to provide a reason) shall be offered to this grade. The remote hours shall be provided following the request of the employee and the approval by management. To ensure that the service to students is not interrupted, an annual plan shall be drawn up for each grade including the possibilities for utilising remote working. There shall not be any banking of remote working.

Applications for remote working beyond the 20% shall be in line with the Central Administration’s policy as in force from time to time.

90. Leave

Employees shall be entitled to all applicable family friendly provisions emerging from this agreement and legislations in force from time to time. The vacation leave entitlement per calendar year shall follow the applicable allocation by law which is currently of 192 hours. Employees shall also be entitled to the equivalent number of hours of vacation leave for public holidays falling during the weekend.

The leave year is from 1st January to 31st December of each year.

91. Grading and Salary Structure

The management and union agree that Mentors who are in employment with MCAST on the date of signing of this agreement shall be assimilated, as from 1st January 2023, into one of the following grades and pegged with the respective salaries. The years of service carried out as Student Mentor shall be taken into consideration for assimilation purposes. The grading structure shall be as follows:

	Mentor I	Mentor II
Entry	MQF Level 6	MQF Level 7 (or higher)
Progression		MQF 6 + 6 years (as Student mentor / Mentor I at MCAST) or MQF 7 (or higher)

92. Salary Structure

	2023	2024	2025	2026	2027
	1,400	1,400	1,400	1,400	1,400
Mentor II	36,533	37,933	39,333	40,733	42,133
	35,985	37,385	38,785	40,185	41,585
548	35,437	36,837	38,237	39,637	41,037
	34,889	36,289	37,689	39,089	40,489
	34,341	35,741	37,141	38,541	39,941
	33,793	35,193	36,593	37,993	39,393
	33,245	34,645	36,045	37,445	38,845

	2023	2024	2025	2026	2027
	1,350	1,350	1,350	1,350	1,350
Mentor I	34,187	35,537	36,887	38,237	39,587
	33,745	35,095	36,445	37,795	39,145
442	33,303	34,653	36,003	37,353	38,703
	32,861	34,211	35,561	36,911	38,261
	32,419	33,769	35,119	36,469	37,819
	31,977	33,327	34,677	36,027	37,377

c) **Allowances**

Employees in grade of Mentor I and Mentor II shall be entitled to an annual allowance, which covers other ancillary duties such as duties but not limited to carried out on boards and committees, as follows:

Nomenclature	Annual Allowance
Mentor II	€3,000
Mentor I	€2,000

This allowance shall be paid as from 1st January 2023.

Section VIII: Directors / Deputy Directors

It is hereby being agreed that the provisions in “Section 1: General Provisions” shall apply *mutatis mutandi* to the grades shown hereunder, unless otherwise specified in this section.

93. Hours of Work

Directors and Deputies shall work on a 40-hour week, Monday to Friday during the year. Working hours shall typically but not necessary emulate the following:

Full-days

Full-days shall be from 7.30 to 16.30 with a 30-minute break which is unpaid.

Half-days

Half-days shall be from 7.30 to 13.30 starting the first Monday of July for eleven weeks. There shall also be one week of half-days during the Easter period and another week of half-days during the Christmas period. There shall be no break during half-days.

Flexi-time

Flexi-time shall consist on one hour before the standard commencement of work and two hours after the standard commencement of work. This shall shift the established 8-hour working day through a notification to the direct line manager. The current practices of notification shall continue to prevail.

As from the date of signing, Directors and Deputy Directors shall no longer be obliged to carry out lecturing duties as part of their normal working week. Directors and Deputy Directors may on a voluntary basis opt to carry out such duties over and above their normal working hours, which is to be considered after 16:45, and be remunerated accordingly.

Directors / Deputy Directors are to be employed on a definite contract of employment. Following the signing of this agreement, the current three (3) month notice is to be replaced by a four (4) month notice.

All Directors/ Deputy Directors on a definite contract with objective reason shall have a fall-back position upon attaining the second definite contract. In circumstances whereby the definite contract of employment with objective reason is not renewed the employee may either:

- a) retain officer in the grade status and basic salary only and MCAST decided on assigning duties in line with the respective salary;
- b) possibility of being granted a grade covered by this Agreement, provided that the entry pre-requisites are met, and be entitled to the full financial package of the grade reverted to and be assigned duties to that respective grade.

Employees in the positions of Directors / Deputy Directors as on the date of signing of this Agreement employed on an indefinite status of employment, shall retain such indefinite status on a personal basis.

Employees in the grades of Directors / Deputy Directors who are responsible for an Institute shall be entitled to an Institute Size Allowance as follows:

- Directors: €1,000 per annum
- Deputy Directors: €782 per annum

94. Grading and Salary Structure

	2023	2024	2025	2026	2027
Director	€51,800	€53,350	€54,900	€56,450	€58,000
Deputy Director	€49,700	€51,250	€52,800	€54,350	€55,900

95. Allowances

Director

	Annual Entitlement
Performance Bonus	up to 15% of the basic salary
All inclusive Communication Allowance	€1,800
Expense Allowance	€2,296
All-inclusive Transport Allowance	€4,658
Annual Allowance	€2,000

These allowances shall be paid as from 1st January 2023.

Deputy Director Allowances

	Annual Entitlement
Performance Bonus	up to 10% of the basic salary
All inclusive Communication Allowance	€1,200
Expense Allowance	€1,700
All-inclusive Transport Allowance	€3,200
Annual Allowance	€2,000

These allowances shall be paid as from 1st January 2023.

In cases whereby employees are entitled to any form of additional allowance which is not covered by this document they shall continue to benefit from the said allowance on a personal basis.

One-Time Only Provision regarding the fallback of Directors / Deputy Directors

Directors and Deputy Directors, who have a valid definite contract of employment signed until 5th May 2025 and wish to revert back to their fallback position, as covered in this Agreement, they shall inform the Management within two (2) months from the signing of this Agreement.

Said employees shall be released from their current definite contract of employment with an obligation of a handover period as from the date of the employee communication to Management as follows:

- Contracts valid until 2025 - 2 months hand over period
- Contracts valid until 2026 - 6 months hand over period
- Contracts valid until 2027 - 8 months hand over period

If it transpires there are other MCAST employees performing duties as Director / Deputy Directors on the basis of previous definite contract of employment shall have the above mentioned hand over period established in line with the principles enshrined above.

The above shall only be applicable to serving officers as Directors / Deputy Directors wishing to revert back to their fallback position, as covered in this Agreement.

Signed today 26th May 2025

For the Malta College of Arts, Science and Technology



Mr Stephen Vella
Principal and CEO

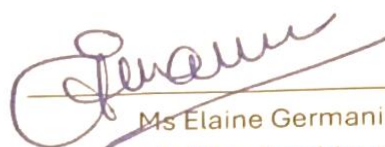


Mr Ronald Curmi
Deputy Principal Corporate Services

For the Malta Union of Teachers



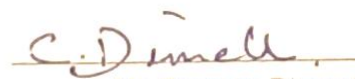
Mr Marco Bonnici
President



Ms Elaine Germani
Senior Vice President



Mr Christopher Vella
Vice President



Ms Carmen Dimech
Assistant General Secretary



Ing Ted Darmanin
Delegate



Mr Christopher Armeni
Delegate