



INSTITUTE OF TOURISM STUDIES
MALTA UNION OF TEACHERS

COLLECTIVE AGREEMENT
FOR
ACADEMIC STAFF
2022 - 2027

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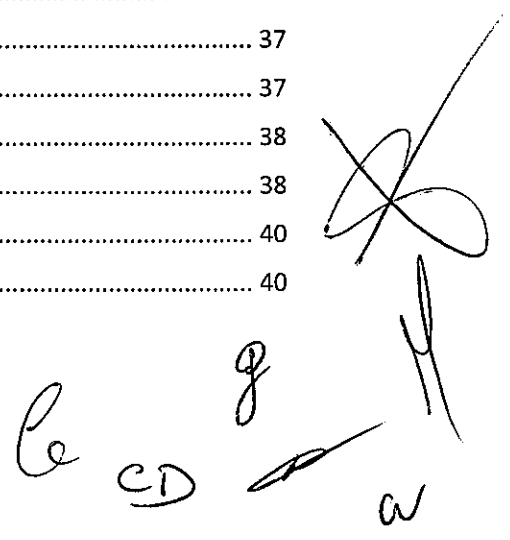
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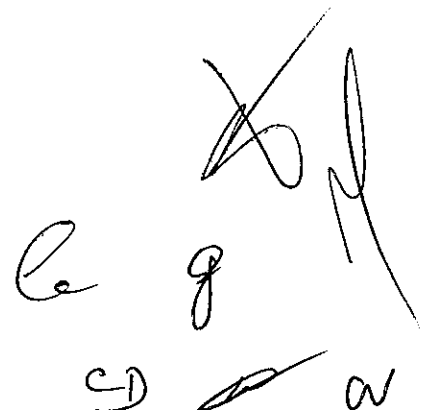
An Agreement entered into this, the 27th of June 2025, between on the one part the **MANAGEMENT OF THE INSTITUTE OF TOURISM STUDIES**, hereinafter referred to as the “Management”, and on the other part the **MALTA UNION OF TEACHERS**, hereinafter referred to as the “Union” which is officially registered under the Employment and Industrial Relations Act (Act 452 of 2002), and which represents the academic staff engaged with the Institute of Tourism Studies.

1. PREAMBLE

- 1.1. The Chief Executive Officer is responsible for all the academic and administrative operations of the Institute of Tourism Studies (ITS).
- 1.2. Whereas the Management and the Union agree that a stable and a 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 and the academic grades covered by this agreement. The Management and the Union 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.
- 1.3. The Management and the Union declare that this Agreement and any possible Addenda agreed by both parties is a contract that binds each other legally and that all previous Agreements whether written or otherwise are hereby being cancelled.
- 1.4. Academics shall act professionally in carrying out their duties within the Institute and shall do their utmost to ensure the holistic development of learners in accordance with the mission of the Institute.

2. RECOGNITION

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

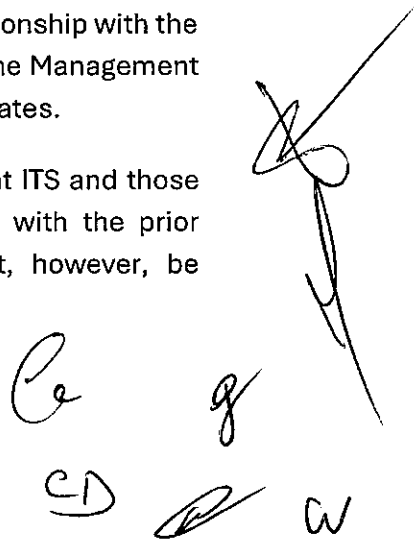
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3. PERIOD OF AGREEMENT

- 3.1. Unless otherwise stated, the agreement shall be effective as from 1st January 2022 and shall remain into effect until 31st December 2027.
- 3.2. Within the six (6) months before the expiry of this Agreement that is, prior to 31st December 2027, either party may give notice in writing expressing its wish that this Agreement shall remain in force for a definite period or its intention to terminate this Agreement and to negotiate a new one. In the latter case, both parties shall immediately enter into discussions on the terms and conditions of a new Agreement, provided that until such time as a new agreement is concluded, the provisions of this Agreement shall continue to apply.
- 3.3. The terms and conditions of employment shall be those as agreed upon between the Management and the Union and as provided for in this Agreement, and shall come into effect on the date of signing of this Agreement, unless otherwise specified. No changes, for whatever reason, shall be effected during the validity period of this Agreement without the written consent of both parties to this Agreement.

4. PROTECTION AND FACILITIES

- 4.1. The Management shall not discriminate against, intimidate or in any way victimise academics because of Union membership or for reason of participation in Union activities and/or action. On their part, academics shall not intimidate or victimise any other members of staff performing duties at the Institute, including members of Management, not covered by this Agreement.
- 4.2. The Management agrees to extend to the recognised Union any reasonable assistance in order to carry out its legitimate functions. It, moreover, agrees to grant to the recognised Union's delegates all the necessary facilities required in connection with activities of the Union in its relationship with the ITS. On its part, the recognised Union undertakes to notify the Management of any changes in the names of the recognised Union's delegates.
- 4.3. Recognised union activities undertaken during work hours at ITS and those undertaken on ITS premises shall only be engaged upon with the prior consent of the Management. Such permission shall not, however, be unreasonably withheld.



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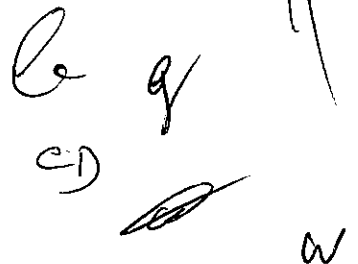
- 4.4. All activities of the recognised union (MUT) at all workplaces covered by this agreement including meetings with individual members and groups may only be held by the recognised union (MUT) following a request to ITS Management. This request must be presented at least three (3) working days before the activity unless there are situations which require the immediate presence of the MUT at the workplace. Permission of ITS 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. Under normal circumstances such requests shall not exceed an aggregate of forty (40) hours per annum and are normally approved and shall not be unreasonably withheld.

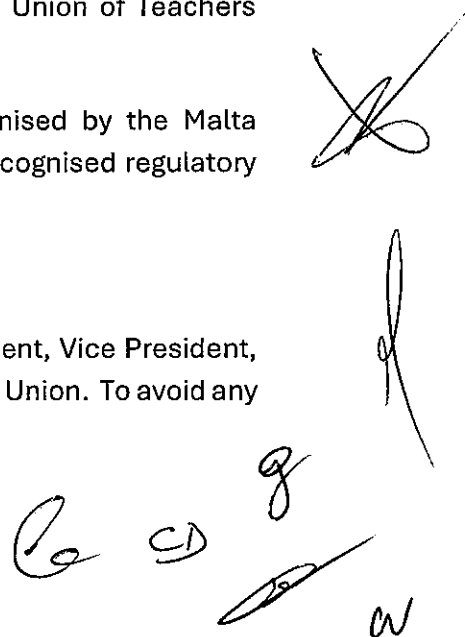
ITS shall provide a dedicated space on a noticeboard in all workplaces covered by this agreement to be used by the MUT. These noticeboards shall only be used for dissemination of information about union activities. The union shall pass a copy of the material affixed in noticeboards to ITS. ITS shall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

5. DEFINITIONS

- 5.1. *Institute*, as on the date of signing of this agreement shall refer to the "Institute of Tourism Studies (ITS)" or any other body which may be legally constituted to absorb the current functions of the "Institute of Tourism Studies (ITS)"
- 5.2. *Agreement* means the Collective Agreement;
- 5.3. *Board of Governors* means the Board as defined Chapter 566 "Institute of Tourism Studies Act" as in force from time to time.
- 5.4. *Board of Studies* shall have the same meaning as defined Chapter 566 "Institute of Tourism Studies Act" as in force from time to time.
- 5.5. *Consultation* means the exchange of views and the establishing of dialogue between the representatives of the academics and the Institute;
- 5.6. *Academic* refers to all Lecturing Grades, as established by ITS and the Union, and Learning Associates as defined below.

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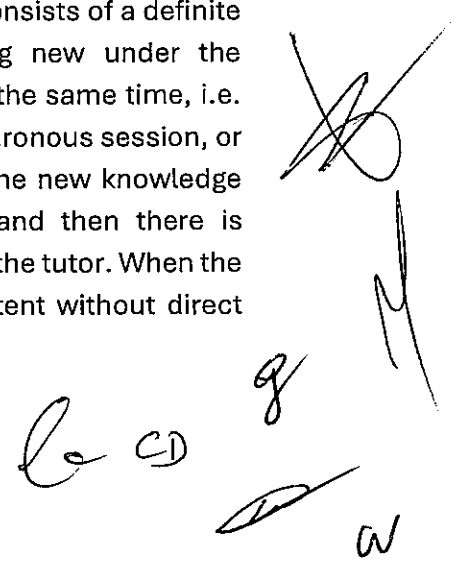
- 5.7. *Lecturing grades* refers to all Assistant Lecturer, Lecturer, Senior Lecturer I, Senior Lecturer II and Principal Lecturer.
- 5.8. *Learning Associates* and the respective grades within this academic category refers to all learning Associates, who provide support to students either through direct assistance or coordination, during the academic year.
- 5.9. *Associate Professor and Professor* shall refer to those academics who following the successful attainment of the established criteria are awarded the respective title.
- 5.10. *Immediate Family* means the husband, wife, partner in a civil union, children, as well as family relations up to the first degree, whether living in the same household or not, and persons having legal custody of a child (Legal Notice 296 of 2003) and any relevant legislation subsequently coming into force;
- 5.11. *Management* refers to the Chief Executive Officer or any other official so appointed to assume the responsibility to manage and administer the Institute;
- 5.12. The agreement shall be considered as gender inclusive and any reference to a particular gender shall mean to capture all genders.
- 5.13. *Equivalent*, when used in the context of qualifications, will be defined according to guidelines and/or regulations issued by the MQRIC or any recognised regulatory body in force from time to time;
- Comparable qualification – qualifications should be comparable in terms of EQF / MQF Level and number of ECTS or comparable qualification as determined by the National competent Authority.
- 5.14. *Union* means the recognised union which is the Malta Union of Teachers (MUT);
- 5.15. *Recognised qualification* means a qualification recognised by the Malta Further & Higher Education Authority (MFHEA) or any recognised regulatory body in force from time to time;
- 5.16. *Singular* applies to the plural;
- 5.17. *Union Officials* means the President, Senior Vice President, Vice President, General Secretary and Assistant General Secretary of the Union. To avoid any



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misinterpretation, the definition specifically does not include the Shop Steward (Delegate) or Member of the Committee;

- 5.18. *Working-Day-days-hours* for the purpose of notice of industrial action and disciplinary procedure shall mean such day/s/hours as are worked by the grades covered by this agreement;
- 5.19. *Contact hour/s* means hours spent by academic staff in direct contact with students, whether in a traditional classroom / laboratory environment or in a virtual learning environment.
- 5.20. *Virtual Learning Environment* means the official web-based platform for the digital aspects of courses of study that shall be utilised by academics and/or students through which live or asynchronous reciprocal contact can be pursued;
- 5.21. *E-Learning/Digital Learning* means the teaching and/or learning through digital tools and/or technologies such as internet, related hardware and/or software, tablets, laptops, computers, interactive white boards, etc;
- 5.22. *Asynchronous Learning*: Learning that occurs when the educator and the learners are not communicating and engaging in real time - More commonly known as self-study. *
- 5.23. *Blended Learning*: A formal education programme in which learners engage at least in part through online delivery of content and instruction with some element of learner control over time, place, path and/or pace, and at least in part at a supervised brick-and-mortar location with face-to-face interaction away from home. The ratio between online and face-to-face learning is decided by the educator and/or the programme on the basis of the related pedagogical principles and the programmes needs but both modes are complementary in the programme. *
- 5.24. *Online Contact Hour*: A contact hour in online learning consists of a definite period of time where the students learns something new under the supervision/support of an educator. This can happen at the same time, i.e. both the student and the educator are engaged in a synchronous session, or asynchronously, where the student is first exposed to the new knowledge through recorded content (e.g. a video or podcast) and then there is subsequent asynchronous supervision and support from the tutor. When the student does independent reading or watches the content without direct



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support this is not considered as a contact hour but as independent learning.*

5.25. *Face-to-Face Learning*: Learning that happens physically on campus in a classroom with the presence of an instructor and the learners.

5.26. *Online Learning*: Also known as e-learning, is a form of education in which teachers and students are physically separated. Communication between the educator and the learner occurs via telecommunication or such services as mail. In the 21st century the term has been replaced by e-learning as almost all distance learning is being based on electronic communication such as the internet. This electronic communication needs to lead to learning based on pedagogical principles to be accepted as learning, otherwise it is simply a means of communication. E.g., email correspondence between a supervisor and learner doing research is not e-learning but simple communication using the Internet. However, a video/audio conference call between the two to discuss research methods and provide feedback does constitute e-learning over distance.*

5.27. *Synchronous Learning*: When the educator and the learners engage in real time through web-conferencing tools such as Zoom, Teams, WebEx, Skype, Facetime, Google Meet etc.*

* These definitions have been extrapolated from the Malta Further and Higher Education *Guidelines for Quality Assurance – For Online Learning Providers in Malta*

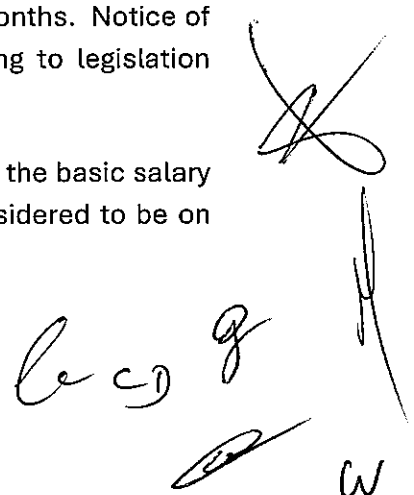
5.28. *Academic Work Resources (AWR)* refers to funds to support academic work;

5.29. *Invigilation* refers to supervision held during both practical and theory assessment.

6. PROBATIONARY PERIOD

6.1. All academics joining the Institute after the signing of this Agreement shall be considered to be on probation for a period of twelve (12) months. Notice of termination of employment shall be carried out according to legislation applicable from time to time.

6.2. In cases where there are grades joining the Institute, where the basic salary is less than double the minimum wage, they shall be considered to be on

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probation for a period of six (6) months. Notice of termination of employment shall be carried out according to legislation applicable from time to time.

7. RESIGNATION OR TERMINATION OF EMPLOYMENT

7.1. In the case of resignation or termination of employment for reasons other than instant or summary dismissal, resignation or termination of employment by either party may only be given effect to in accordance with the provisions of Part V Section 36 of the Employment and Industrial Relations Act (Chapter 451) of the Revised Laws of Malta, or in accordance with any such law as may be in force from time to time.

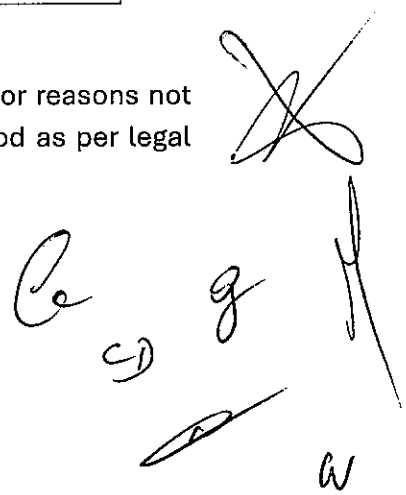
8. NOTICE PERIOD

8.1. Resignation or termination of employment of employees who have satisfied their probationary period may only be given effect to in accordance with any such Law as may be in force from time to time during the validity of this Agreement. Notice of termination of employment by either party must be given as shown below.

8.2. Employees who terminate their employment with the Institute for the purpose of taking up a new employment with the Public Administration are subject to a period of notice of termination of employees as follows:

Length of Service	Period of Notice
More than one (1) month but not more than six (6) months service	1 week
More than six (6) months but not more than two (2) years' service	2 weeks
More than two (2) years	4 weeks

8.3. In the case of employees who terminate their employment for reasons not covered in this Agreement shall be subject to a notice period as per legal provisions as in force from time to time.

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8.4. In the case of indefinite contracts, should the employees decide not to meet the notice period, they shall pay the company a sum equal to half the salary that would be payable in respect of the notice period.

8.5. On receiving notice from the employees, the Institute may either allow the employees to continue to perform work until the period of notice expires or, at any time during the notice period, to pay the employees a sum equal to the salary that would have been payable in respect of the unexpired period of notice.

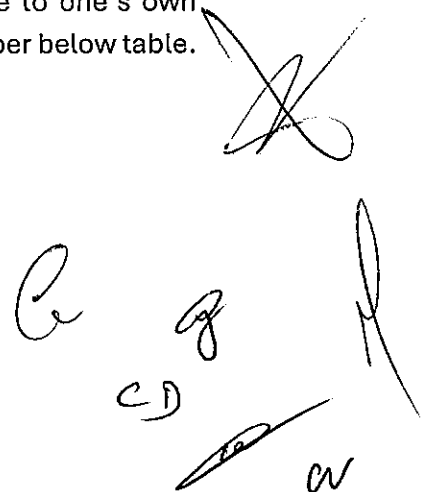
9. RATES OF PAY

9.1. The rates of pay (before deductions) shall be those shown in Appendices which is attached to and which forms part of this Agreement. The increases 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. Each academic shall receive the pay corresponding to his grade. This is without prejudice to other Administrative procedures which the Central Administration may direct from time to time.

9.2. New academics shall enter the grade at the minimum salary of the respective grade according to the year in which they are employed.

10. QUALIFICATION ALLOWANCE

10.1. As from 1st January 2025, employees who are in possession of any further qualification over and above the eligibility criteria (i.e. not leading to their current grade) but such additional qualification is in line with the profession/specialized area being practised and adds value to one's own work output, shall be entitled to a qualification allowance as per below table.

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For clarity and avoidance of doubt, some examples, but not exhaustive, are being given in footnote below.¹

10.2. As from 1st January 2025 the qualification allowance shall be as follows:

MQF Level	Description	Annual Allowance 2025 – 2026	Annual Allowance 2027
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.

10.3. As from 1st January 2025 all employees who are in possession of an MQF Level 7 or higher full qualification or equivalent, irrespective of whether it is an entry requirement or not, shall become automatically entitled to the qualification allowance as established in this Agreement.

10.4. For the avoidance of doubt any qualifications which are not accredited by the National Competent Authority are to be considered in line the principles in the EQF Referencing Report as issued by the European Commission from time to time.

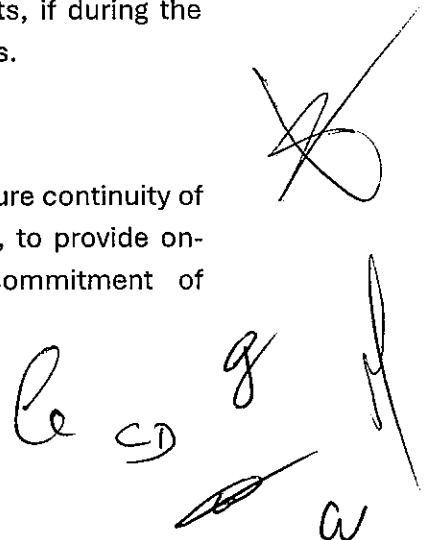
10.5. The payment for this qualification allowance shall be effective as from the date of submission of the full application which shall include the necessary certifications required.

¹ Examples: Teacher with a diploma teaching art, or assessing children's behaviour; A clinician with a diploma in a specialisation; a diploma in leadership or management, etc.

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11. THEORY AND PRACTICAL SESSIONS

- 11.1. The Management shall ensure that the number of students in both the practical and service sessions shall be, such that, the health and safety of both students and lecturers is safeguarded at all times, whilst ensuring the effective use of physical resources.
- 11.2. To ensure both quality of service and the pedagogical nature of vocational learning the respective coordinators together with the Academic Manager shall establish the number of projected clients per session which can be reviewed as and when required.
- 11.3. Based on the current facilities, at the time of signing of this agreement, individual and practical sessions shall take up to a maximum of 15 students, while theoretical sessions shall take up to a maximum of 30 students. In the case of Foundation courses for theoretical sessions, maximum number of students in the class is 15 students, which may increase up to 18 students particularly during the registration period and up to the first month of the academic year. Following this period, ITS will ensure to make the necessary reallocation of students so that courses are capped up to the maximum of 15 students and shall take also into cognisance the nature of the module being delivered.
- 11.4. Signatories may agree to extend to the above provisio to particular modules which despite their theoretical nature have a heavy practical component.
- 11.5. With regards to off campus visits the ratio shall be based on fifteen (15) minor students to one (1) academic, provided that the minimum number of academics per visit shall not be less than two (2).
- 11.6. Parties agree that the above established maximum number of students for practical and theoretical sessions shall be in force while the Institute is operating from Luqa Complex. The Management will consult the union as regards to changes of the number of allocation of students, if during the validity period of the agreement there is a change in premises.
- 11.7. **Stand-by Schedule for Practical Sessions**
- (i) Signatories in cognisance of the importance to ensure continuity of quality restaurants which have a dual role that is, to provide on-campus real live training and honour the commitment of

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reservations made to clients who play a critical role in the student formation.

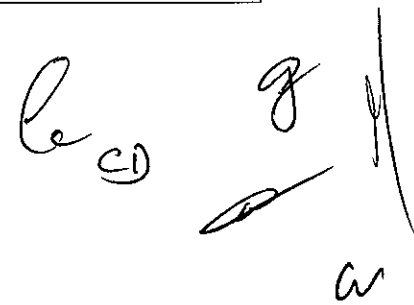
- (ii) In cases whereby an academic will not be reporting for work, due to cogent reasons, for practical sessions, the Academic Manager in coordination with the Coordinator shall inform the respective Department to limit disruption as much as possible. Academics shall on a voluntary basis opt to act as replacement. In cases whereby there are no voluntary replacements, the Coordinator shall request the academic on the stand by schedule to report for work. All practical replacements shall be remunerated accordingly. In circumstances whereby the Management considers that employees are repeatedly not respecting the stand-by schedule shall be liable to disciplinary action in line with the disciplinary procedures.

12. HOURS OF WORK

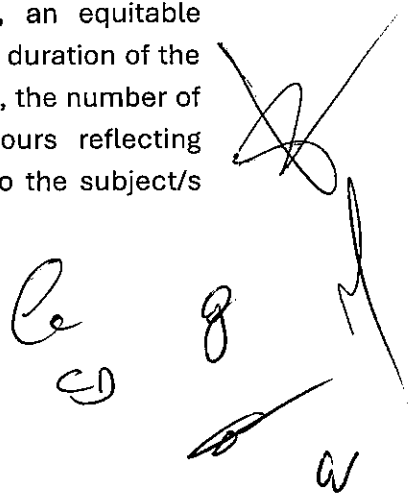
12.1. The Academic Year

- (i) The Academic Year shall commence as from 1st September up until the end of June of the following year. The academic year covers up to 34 contact weeks and one (1) non-contact week which is to be carried out during the first five (5) working days of July.

Academic Year	Start	End
Student's Academic Year	Last days of September to the first days of October	By not later than last week of June, including examinations.
Academic Year	Academics shall be available for any work related activities as from 1 st September which may include meetings on campus. CPD's shall be carried out as from third week onwards and academics are to be available on campus as from the fourth week of September.	By the first five working days of July

- (ii) Academics will provide service, in tandem with their respective grade, at the Institute or on activities organised by the Institute within the Maltese Islands according to the established working time frames, which is expected to be of 40 hours per week.
- (iii) Academics will provide services abroad in tandem with their respective grade by mutual consent.
- (iv) Given the specific nature of the institute, academics shall have their contact hours spread between 08:30hrs – 23:00hrs between Monday and Friday in accordance with the time windows specified in Clause 12.1.xiii. below. In extraordinary circumstances and in agreement with the respective lecturer practical sessions may have a different time window.
- (v) Scheduled meetings may take place between 08:30hrs – 16:30hrs. In Summer period, the hours shall be between 08:30hrs – 13:00hrs.
- (vi) Academics are entitled to a 15-minute break for every 6 hours of continuous contact. Academics may leave the premises during the break period.
- (vii) Academics must be present at the place of work during lecturing duties, scheduled meetings and compulsory continuous professional development.
- (viii) In the case whereby it is determined that there is the need for additional tutorials / student sessions the Academic is to liaise with their line Manager for approval. Academics shall be entitled to extra hours payment (€40 per hour) if they exceed the weekly contact hours. This proviso shall come into effect as from the date of signing of this Agreement.
- (ix) Academics shall devote the working time during which they are not present at the Institute to the performance of the pertinent working obligations as detailed in job descriptions issued from time to time in agreement with the Union.
- (x) The Management shall ensure, as much as possible, an equitable distribution of work and shall give due consideration to the duration of the teaching programme, the range and levels of subject areas, the number of students being taught and the number of contact hours reflecting preparation and any other administrative duties related to the subject/s taught, which is subject to quality assurance.

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- (xi) Lecturing grades may be requested to work up to 18 contact hours per week. An agreement for working over and above the 3 hours can be reached between Management and the academic according to the established rate.
- (xii) As from 1st January 2023, the contact hours will be worked out using the weithign system outlined in the table below:

Level	Weighting
Level 2	1:1.1
Level 3	1:1.1
Level 4	1:1.2
Level 5	1:1.2
Level 6 and 7	1:1.4

- (xiii) The normal working hours are as follows;
- Time window A: 08:30 – 16:30
 - Time window B: 10:30 – 18:30
 - Time window C: 15:00 – 23:00
- (xiv) These time windows are non-voluntary as stipulated hereunder and it is at the Management's discretion to allocate academic staff to any of the above time windows for a particular day. These timeframes are applicable to all employees offering ITS Management timetable flexibility.
- (xv) Part-time academic staff are to render their services according to the exigencies of the Institute.
- (xvi) The Management, at its discretion, shall allocate up to one working Time Window C per week to all academics, unless operational exigencies require otherwise for scheduling needs. Management may assign a second Time Window C in a week on a rolling scheduling rotation. Such scheduling rotation also applies when supply exceeds demand. More than two Time Window C per week shall be voluntary.
- (xvii) Those employees working after 6:00 pm for the Time Window C, as stated above, and for work carried out during the weekend and Public Holidays, are eligible to an allowance of €6.00 per hour. Hours that fall outside a time

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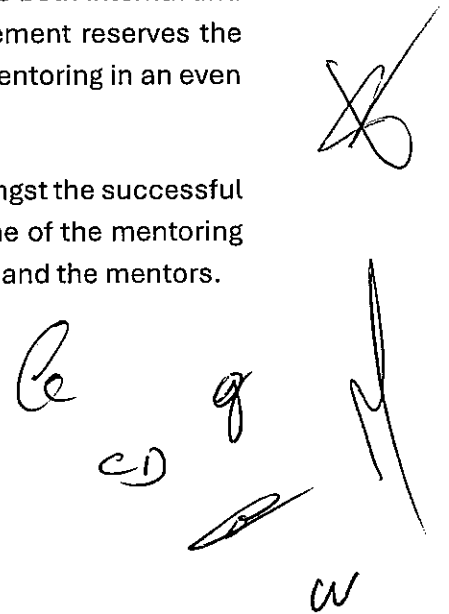
window requested by Management, on any particular day, are to be paid as additional hours. Employees who for whatever reason do not perform work during this time window will not be entitled to this additional payment.

(xviii) Academics are to be informed of the assigned study units at least 30 calendar days prior to start of the study unit. Any lecture time window which will fall in Time Window C will be provisionally notified 30 calendar days beforehand.

(xix) Academics shall have the right of first refusal as regards additional hours.

12.2. Internship

- (i) Following an expression of interest issued by Management, academics may apply to carryout a typical fourteen (14) week placement / a typical one (1) year internship Academic Mentoring Sessions. Academics who mentor students on a typical 14 week placement must carry one (1) visit per student during the a typical 14 week placement period. It is expected that for the a typical one (1) year internship, given the longer duration, the number of online session shall be at least (2) two, ideally evenly spread, online academic mentoring sessions. With regard to the a typical fourteen (14) week placement, the Academic mentor shall hold the meeting physically at the place of work of the student.
- (ii) Academics assigned a typical one (1) year internship students must carryout online academic mentoring via an ITS official platform in line with ITS SOP in force from time to time. Should the opportunity to visit a typical one (1) year internship students abroad arise, the academic mentor shall take precedence and right of first refusal to carry out such visit.
- (iii) Should it transpire that the number of students are not assigned within the first cohort who replied positively to the expression of interest. Subsequently a following expression of interest, open to both internal and external academics. In the eventually then the Management reserves the right to assign academics to carry out such internship mentoring in an even and fair manner.
- (iv) The allocation of students shall be distributed fairly amongst the successful candidates, circumstances permitting. The date and time of the mentoring sessions shall be mutually agreed between the students and the mentors.

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- (v) After each mentoring session, the students must fill in a form and this is signed by both mentors and students and submitted to a dedicated email address. The final outcome of the a typical fourteen (14) week placement / a typical one (1) year internship shall be the submission of a portfolio and reflective journal which must be reviewed and corrected by the academic mentor assigned to the student. The result/mark of this assessment must be submitted to the Registrar in a timely manner.
- (vi) The remuneration for a typical fourteen (14) week placement / a typical one (1) year internship Academic mentoring is based on a rate per student which covers duties and responsibilities as specified in the aforementioned text and as per ITS policies and procedures. The rate per student's visit/session is of €40.

12.3. Virtual Teaching and Learning Provisions

- (i) The Management and the Union recognise the benefits of virtual teaching and learning with the aid of the latest technology for education. To this effect the following framework will be created for Academics to have the facilities and the opportunity to implement digital technologies for virtual teaching;
- (ii) At the discretion of Management, Academics shall be provided with;
- reliable Internet access throughout the campus;
 - a VLE which as at the date of signing is the Moodle platform – this is the official platform where official teaching and learning material shall be uploaded and operated.
 - an online collaboration suite which as the date of signing is the Microsoft 365.
 - access to online academic literature and resources;
 - other essential digital tools necessary to support virtual teaching and learning as an integral component of the academic programmes at ITS.
- (iii) Only the official platforms, in force from time to time, shall be used for academic purposes.
- (iv) The Management shall officially recognise the use of online based learning (synchronous and/or asynchronous and/or blended). Lecturers may propose a specific mode of online delivery for a module in consultation with

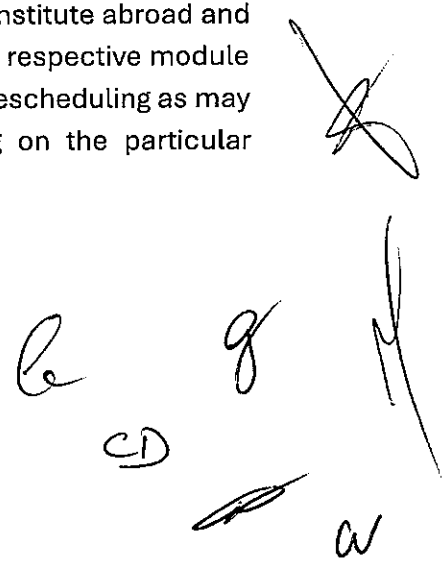
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the Curriculum and Accreditation Department. Such proposal must be in line with the Board of Studies guidelines for the provision of online teaching and learning as in force from time to time.

- (v) Lecturers shall not have more than 80% of one's contact load which may be carried out online, subject to consultation with the Curriculum and Accreditation Department and final approval from the Board of Studies.
- (vi) The timetable hours allocated for Modules which are delivered in an asynchronous mode shall follow the formula of 1 ECTS is equivalent to 5-7 contact hours on the timetable of the lecturer.
- (vii) The Management shall provide adequate technical support and, pedagogical training and support to use virtual teaching;
- (viii) Academics shall make full use of the tools described in the above clause. The pedagogical application of these tools should be left at the professional discretion of the academic and up to the quality standards prescribed by MFHEA;
- (ix) Academics may utilise the Academic Work Resources to satisfy individual professional requirements and to complement the tools and facilities provided by the Management as explained above;
- (x) Online contact hours are to be considered as part of the total contact hours as defined in this Agreement.
- (xi) The Management shall provide all ITS students with access to the VLE, online collaboration tools and other hardware/software resources that complement those of the Academics and enable the latter to provide virtual teaching.

12.4. **Lecturing Duties Abroad**

- (i) Academics who are providing services on behalf of the Institute abroad and is without prejudice that the learning outcomes of each respective module are achieved by the end of semester, which may imply rescheduling as may be determined by the respective lecturer depending on the particular modules.



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- (ii) This shall be subject to the issuing of an Expression of Interest detailing the duties and pre-requisites for such duties which are to be carried out abroad and shall be subject to internal related policies as in force from time to time.

12.5. Other duties abroad

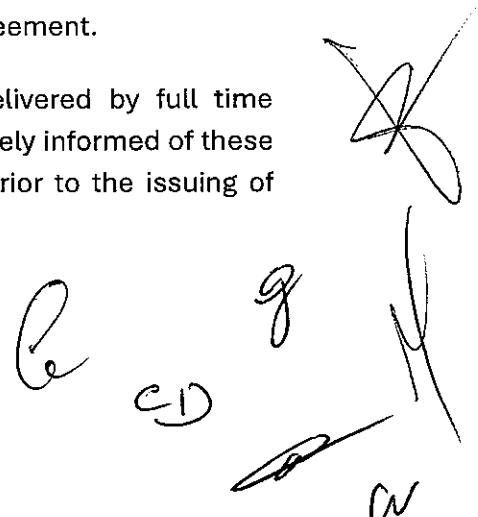
- (i) Academics who are requested to carry out miscellaneous duties abroad during the academic year may be requested to reschedule any missed lectures if it is determined that the learning outcomes of each respective module will not be achieved. If in the opinion of the lecturer, in consultation with the Academic Coordinator, the learning outcomes of the respective modules are to be met, then the lecturer will not be required to reschedule missed lectures as a result of such duties carried out by the lecturer abroad.

12.6. Outside the Academic Year

- (i) From 16th June up to the first 5 working days in July, academics will be available and providing service for the Institute or on activities organised by the Institute between 8.00am and 1.00pm as requested by the Management.
- (ii) Academics shall be available for any work related activities as from 1st September which may include meetings on campus.
- (iii) CPD's shall be carried out as from third week onwards and academics are to be available on campus as from the fourth week of September.

12.7. Additional Contact Hours

- (i) Academic staff may be required to undertake additional contact hours determined in this Agreement, in the opinion of the Management, circumstances render such work necessary. These additional hours shall be remunerated with effect from 1st January 2023 at the rate of €40.00 per hour. For work carried out with the Training School the rate of €40 per hour shall come into effect as from the date of signing of this Agreement.
- (ii) Academic Endeavours are to be offered to be delivered by full time academics first. Academics must be properly and timely informed of these activities and be offered the opportunity to apply, prior to the issuing of external calls for applications.

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- (iii) The Management shall give academics due notice in the cases mentioned in the previous paragraph, provided that it is not an emergency, and shall ensure equitable distribution amongst all concerned. This is also subject to logistic considerations.

12.8. Supervision Allowance

- (i) Allowances pertaining to supervision and correction per dissertation, thesis or long essay are as follows:

	Supervisor	Second Reader/ Third Reader (if applicable)
Masters degree dissertation (MQF 7)	€450	€225
Bachelor degree thesis (MQF 6)	€300*	€120
Long essay	€200*	€60

* Academics who are tasked to be a Supervisor for either MQF 6 / MQF 5 shall also be obliged to take up a second reader (MQF Level 6 / 5) role with additional payment as per table above.

**Third Reader shall also act as a VIVA Chairperson and/or Moderator.

- (ii) Choice of supervision and distribution among academics is solely at the discretion of the Academic Research and Publications Board (ARPB) and based on equitable distribution amongst interested academics. While research supervision is an integral part of an academic's work, distribution shall be based on a pre-determined list published following an internal expression of interest among academics. In case the pre-determined list does not satisfy the demand of research supervision, the ITS management has the right to approach an internal academic or qualified members of staff who is not on the list to carry out supervision. In cases of remaining unassigned supervisions the ITS management has the right to issue an external expression of interest for research supervision. The above shall be without prejudice to policies as established by the Academic Research and Publications Board (ARPB) as in force from time to time.

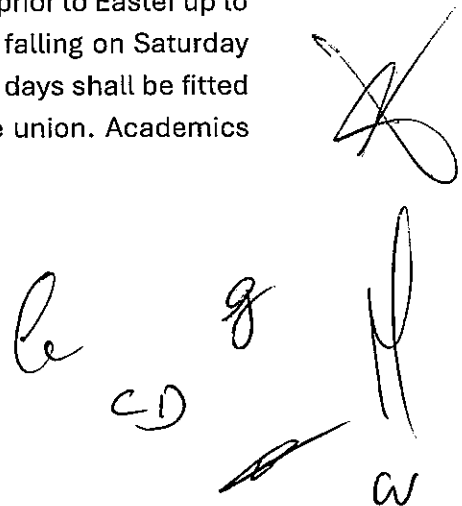
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13. STAFF DEVELOPMENT

- 13.1. Academics shall attend and dedicate their efforts to any training opportunity that the Institute may offer them. Compulsory continuous professional development may take place between 08:30hrs – 16:30hrs. In Summer period, the hours shall be between 08:30hrs – 13:00hrs. There should be up to fifteen (15) hours of mandatory CPD/s. Training done after the pre-established time windows will be on voluntary basis.
- 13.2. The Management reserves the right to train academics in areas related to their qualifications or experience in order to contribute to the arising needs of the Institute. Any new skills, knowledge and competencies obtained by academic staff members through staff development qualifications full or partly funded, directly or indirectly by the Institute, included from academic work resources, can be utilised according to the needs of the ITS academic process.
- 13.3. Signatories acknowledge the investment currently undertaken for academic staff, and as such, the applicable policy related to courses organised by ITS shall continue to be in force as currently being applicable for academics provided that the respective work load is not affected.

14. PUBLIC HOLIDAYS AND VACATION LEAVE

- 14.1. Academic staff is entitled to the paid public and national holidays according to regulations established by Government.
- 14.2. Academics are not required to report for work at the Institute or to provide their services to the Institute within the following periods:
- 14.3. From the 6th working day of July till the end of August;
- 14.4. 10 working days during Christmas and 5 working days during Easter periods which days from Monday to Friday after Easter. Public holidays falling on Saturday and Sunday shall be availed of during the week prior to Easter up to four (4) working days. In cases whereby public holidays falling on Saturday and Sunday exceed four (4) working days, the remaining days shall be fitted in within the academic calendar in discussions with the union. Academics shall be notified by the end of November of each year.

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14.5. Such periods incorporate academics' statutory vacation leave entitlement or part thereof.

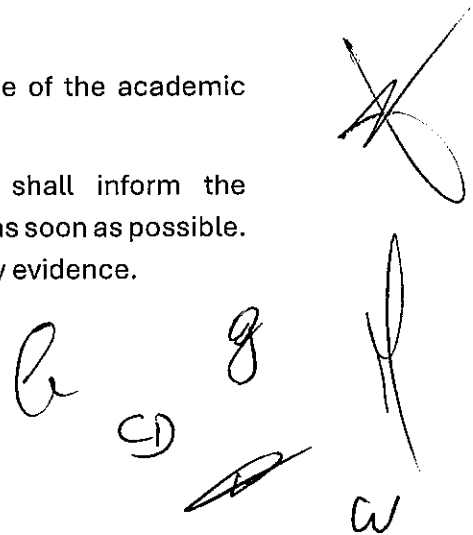
14.6. Academics working on a schedule of reduced hours will be entitled to vacation leave on a pro-rata basis, in accordance with the ratio of hours worked by them.

15. SPECIAL LEAVE WITH PAY

Full-time academic staff shall be entitled to special leave with pay in the following circumstances;

15.1. Special Leave:

- a. All full-time academics may utilise up to a maximum of forty (40) hours special leave, for which academics are obliged to reschedule their lectures accordingly.
- b. Full time employees may utilise a total of forty (40) 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.
- c. Urgent family leave is granted in the following circumstances:
 - i. Accidents to members of the immediate family;
 - ii. Sudden illness or sickness of any member of the immediate family requiring the assistance or presence of the academic; or
 - iii. Situations requiring their presence during births and/or deaths of the immediate family.
 - iv. Personal Situations that need the presence of the academic elsewhere.
 - v. In such circumstances, the academic shall inform the Management of the necessity of such leave as soon as possible. The Management may request documentary evidence.

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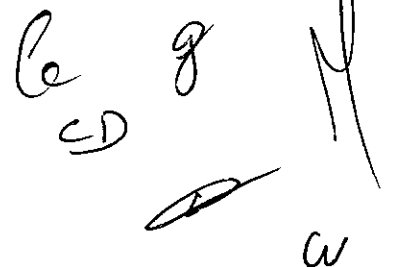
vi. The provisions of Legal Notice 296 of 2003 and of any relevant legislation subsequently coming into force shall apply.

- 15.2. **Bereavement Leave:** Three (3) working days on the death of academic's spouse, or partner in a civil union, parents (or the person who at the time was acting as parent to the academic), children, brothers and sisters and one (1) day on the death of parents-in-law. Such leave is to be availed of immediately on bereavement. Certificate must be submitted.
- 15.3. **Marriage Leave:** Five (5) working days immediately on marriage or partnership in a civil union, provided that the academic remains in the employment of the Institute for three (3) months after marriage, otherwise three (3) working days will be granted. Certificate must be submitted.
- 15.4. **Birth of Child:** Ten (10) working days on the birth of each child to the academic employee who have become a parent but did not give birth, to be availed of within four (4) weeks from date of birth. Birth certificate must be submitted.
- 15.5. **Adoption Leave:** Academics are entitled to 18 weeks adoption leave when they adopt a child. Academics are entitled to their full salary for the first 14 weeks of adoption leave. If academics opt to avail themselves of adoption leave beyond the paid 14 weeks as indicated above, they will be entitled to the applicable benefits payable in line with the benefits applicable in to maternity leave beyond the 14 weeks.

Should such academic fail to report for work after 18 weeks have passed, or who returns to work but then resigns or abandons their job without justification within six months from having returned to work, will be obliged to pay back the salary received during adoption leave. These six months must involve actual attendance at work and this obligation cannot be satisfied if the academic concerned takes any other form of leave during these six months.

Eligible academics are to apply in writing at least four (4) weeks before stopping work in preparation for the adoption. The Management may request documentation as proof of adoption.

Academics who avail themselves of such adoption leave are obliged to work for six uninterrupted months during the academic year after the



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period utilised as adoption leave. If the adoption leave is shared between both parents, these three months are calculated on a pro rata basis.

Academics who fail to resume duty at the expiration of this leave, or who, having resumed work, resigned or who do fulfil the requirements of the previous paragraph, shall be liable to pay the Institute a sum equivalent to any remuneration they received during the Adoption Leave.

15.6. Maternity Leave:

Pregnant academics are entitled to eighteen (18) weeks of maternity leave in accordance with law. Academics are entitled to their full salary for the first 14 weeks of maternity leave. If the academic 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 academics 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.

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

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.

Hospital visits for pregnant employees

Pregnant employees who need to visit hospital for check-ups in relation to their pregnancy will be granted the necessary time off without loss of pay or any other benefits. Evidence that the employee attended hospital must be provided.

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15.7. **Special Maternity Leave:**

An academic 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 weeks. Such further absence shall be deducted from the academic's sick leave entitlement.

The Sick Leave procedure as contemplated in this Agreement applies and has to be abided to.

Applications for such leave have to be submitted as early as possible.

15.8. **Leave for Medically Assisted Procreation:** Management shall assist employees for medically assisted procreation according to LN 156/2017.

15.9. **Jury Service:** All the necessary time-off.

15.10. **Union Business:**

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

Union delegates are entitled to a total of up to four (4) hours per week between all union delegates in relation to union activities. By the end of the month of September the Union shall inform the Management of who the respective Union representatives are.




ITS 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. ITS Executive Management shall endeavour to schedule such meetings in a timely manner.

- 15.11. **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.
- 15.12. **Post injury on duty:** An academic who sustains an injury on duty as specified and in accordance with the provisions of the Social Security Act, 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 Management.
- 15.13. **Court Hearings:** An academic who is to attend a court hearing by reason of them being a party to such proceedings or them being called to give evidence as a witness in such proceedings, shall re-schedule lessons occurring during the time of his required presence in court to another suitable date and time.

16. PAID STUDY LEAVE SCHEME OR RESEARCH

- 16.1. Full-time academics shall benefit from Paid Study Leave Scheme or Research which may be availed of for a period of 12 months or the equivalent in terms of semesters per academic year whichever is the most beneficial to the academic. Procedures to be followed are outlined in the Paid Study Leave or Research Policy as outlined by ITS.
- 16.2. Selection for this "Paid Study Leave Scheme or Research" will be at the Management's discretion whereby such "Paid Study Leave or Research" is entitled only to courses/research relevant to the academic's cohorts at ITS. It is imperative that such study leave is pre-approved by the Management.
- 16.3. Full-time academics covered by this agreement may apply to utilise up to twelve (12) calendar months of paid study leave or research after completing at least an aggregate of five (5) years in a full-time academic grade at ITS. Provided also that this study leave is utilised for enhancement of the person's qualifications related to their field/area of expertise and/or for research carried out within their field/area of expertise. This may also include unpaid industrial stages.
- 16.4. The academic shall present a report of the work undertaken during the paid study leave or research. The Institute shall bind the beneficiary to continue serve the Institute for one year of service following the paid study leave or research .

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- 16.5. **Research/ Projects commissioned by ITS:** ITS may enter into an agreement with the academic to carry out research and/or Projects of an academic nature considered important by ITS. In such cases ITS is to provide the resources and time necessary for academics concerned to carry out these duties. In cases where more than one academic is eligible to carry out such research, the person should be chosen through an internal call for applications / expression of interest and a proper selection process. Working conditions expressed in this agreement apply.
- 16.6. Paid study leave or research is to be applied for between January and March for the following academic year. Management should be provided with the required documentation to assess the request.
- 16.7. The above shall be in line with the respective policy which shall be carried out in consultation with the union.

17. UNPAID LEAVE

17.1. *Special Unpaid Leave:*

- (i) An academic, who has been in continuous employment for at least twelve (12) months, may request in writing to be allowed special unpaid leave in the circumstances and under the conditions indicated hereunder.
- (ii) 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 for which it is being applied.
- (iii) Such requests shall be approved on condition that work exigencies permit and at the sole discretion of the Management.
- (iv) All special unpaid leave that is approved has to be covered by a written agreement that has to be signed by both the Management and the respective academic. This agreement shall indicate the conditions under which such approval is being granted.
- (v) The Management may request documentary evidence in support of requests for special unpaid leave and where medical certificates are produced, the Institute shall be consulting its medical doctor for their advice.

- (vi) An academic who has been granted permission to avail of special unpaid leave, and because of new circumstances would like to either reduce or extend the approved period of special unpaid leave, has to submit a written request to the Management at least four weeks in advance. In cases whereby an academic had availed of this special unpaid leave due to humanitarian reasons, the academic may submit a written request to Management for a shorter period, in which case the Management shall endeavour to consider within the circumstances and work exigencies permitting.
- (vii) The Management shall take into consideration the work exigencies of the Institute when considering such requests.
- (viii) An academic who fails to report for work at the end of an approved period of special unpaid leave, shall be considered as having abandoned their employment and would be considered as having terminated it at their own volition.
- (ix) Any period of special unpaid leave may be followed by another, subject to an overall total limit of eight (8) years unpaid leave for the whole duration of his employment with the Institute. This leave may be availed of at a stretch or broken up by periods of resumption of duty.

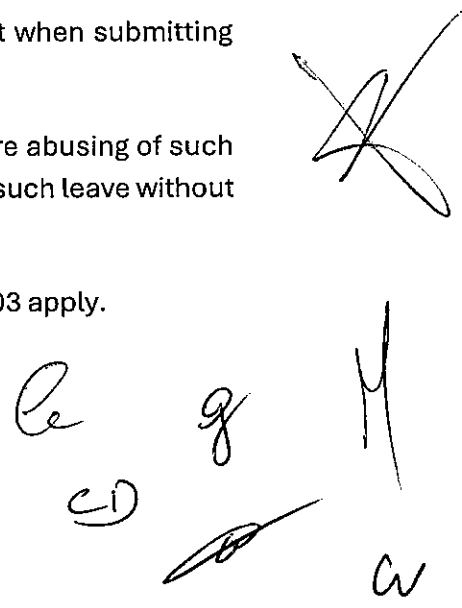
17.2. Parental Leave:

Academics may avail themselves of this leave to take care of own/adopted child/children or when taking legal custody of child/children to enable them to take care of that child for a period of twelve (12) months, which period may be utilised until the child has attained the age of ten (10) years.

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

Where it results that academics on Parental Leave are abusing of such leave, the Management may withdraw its approval of such leave without giving any notice.

All the conditions laid down in Legal Notice 225 of 2003 apply.



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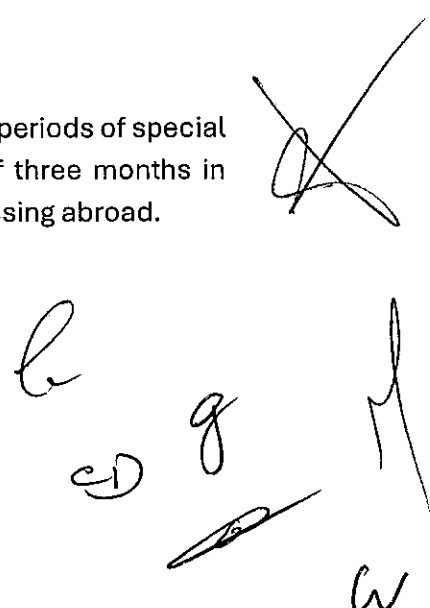
- 17.3. **Paid Parental Leave:** Employees who have become parents through birth, adoption, child fostering in the case of foster parents, or legal custody of a child, after 2nd August 2022, are entitled to two (2) months of paid parental leave, at the same rate established for the sickness benefit entitlement under the Social Security Act, which is to be availed of until the child has attained the age of eight (8) years. The relevant certifications 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.
- 17.4. **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 serious medical reason. The relevant certification is to be provided to Management.

- 17.5. **Special Adoption Leave:**

Special consideration shall be given for additional separate periods of special adoption leave without pay not exceeding an aggregate of three months in cases of international adoptions that involve lengthy processing abroad.

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Where both parents are employed with the Institute this special unpaid leave may be shared between them. They must declare their option upfront when submitting their application for special parental leave.

17.6. **Fostering Leave:**

Academics may avail themselves of fostering leave without pay for a period not exceeding twelve (12) months in order to foster a child.

Where the occasion arises for a further fostering placement, additional fostering leave without pay may be allowed by the Management, provided that not more than a total of twelve months fostering leave is availed of in every period of four years.

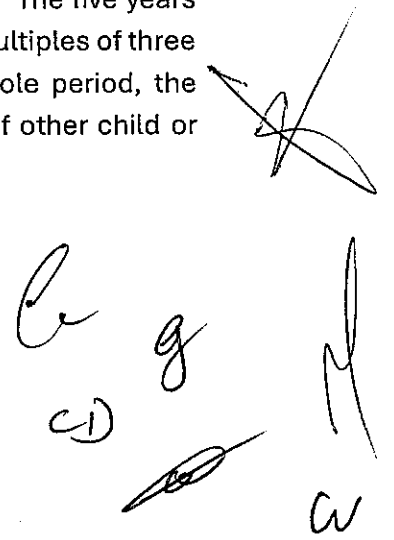
Fostering of more than one child at the same time is considered as one fostering placement for the purposes of fostering leave.

Where both foster parents are employed with the Institute, such fostering leave may be shared between them and should not be availed of concurrently. They must declare their option up-front when submitting their application for fostering leave.

Where the circumstances giving rise to the granting of fostering leave no longer apply, academics on fostering leave shall have such leave terminated and shall have to revert to work as and when directed by the Management.

17.7. **Career Break**

Academics who are parents or legal guardians may be allowed a total of five (5) years leave without pay to be utilised to take care of their own children or adopted or fostered children under the age of ten (10) years. The five years must be utilised as a whole period, and may be reduced by multiples of three months. Where the five years are not availed of in one whole period, the outstanding period of leave may only be taken for the care of other child or children.



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Where both parents are employed with the Institute, unpaid leave taken from this entitlement of five years may be shared once by both parents, but cannot be taken concurrently.

17.1. **Special Leave to Accompany Spouse/Partner in Civil Union Abroad:** An academic may be granted one year unpaid leave, renewable yearly upon application, up to a maximum of four years, to accompany their spouse abroad on Government-sponsored courses or assignments. These four years may be utilised at a stretch or broken up by periods of resumption of duty.

17.2. **Responsibility Leave:**

Academics may be granted twelve (12) months responsibility leave without pay, renewable yearly upon application, to take care of their dependent elderly parents, children or spouses due to medical and serious humanitarian and family reasons. For such responsibility leave to be granted, the elderly parent or spouse must have no other responsible person living with them 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.

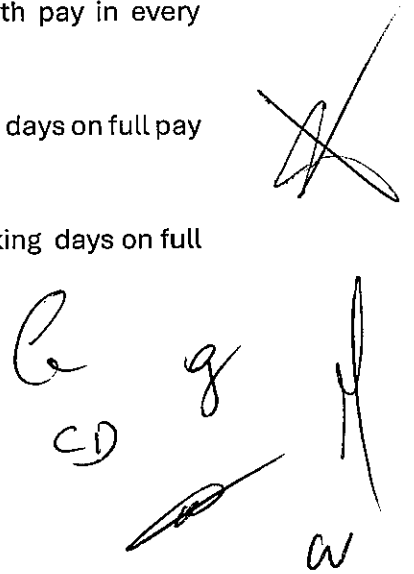
If parents (or brothers or sisters) are employed with the Institute, this leave may be shared between them but not availed of concurrently.

18.8. **Other Special Unpaid Leave:** A maximum of three (3) months special unpaid leave may, for a special reason, be granted in any given period of twelve (12) months. This leave may also be utilised for the purpose of finding alternative employment. The academic can only avail themselves of this concession after fully availing themselves of his vacation leave (on a pro rata basis), and adequate arrangements must be made with the Management beforehand.

18. **SICK LEAVE**

18.1. Academics shall be entitled to the following sick leave with pay in every calendar year.

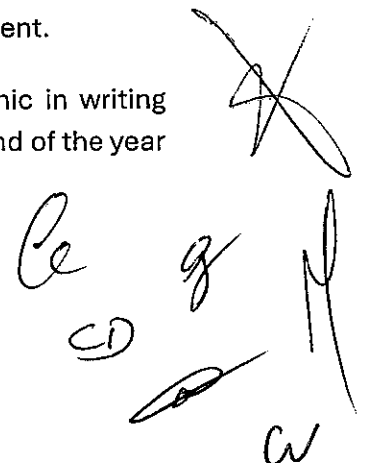
- (i) Up to six (6) months continuous service – Two (2) working days on full pay for every month's service.
- (ii) After six (6) months continuous service – Thirty (30) working days on full pay and thirty (30) working days on half pay.

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- 18.2. In cases of serious long-term sickness and/or hospitalisation, certified by a recognised medical officer or any consultant appointed by the Management, academics may, after having exhausted their annual sick and vacation leave entitlement, make use of any sick leave entitlement not utilised in the immediate previous three (3) academic years.
- 18.3. Payment of the above-mentioned sickness benefit, shall be subject to the following conditions:
- 18.4. Academics who absent themselves from work due to sickness are to inform the Management by not later than half an hour before the normal time of commencement of work.
- 18.5. Payments in respect of sick leave shall be subject to deduction of amounts to which the academic may be entitled under the Social Security Act. No such deduction will be made when the academic is receiving half pay from the Institute.
- 18.6. All sick leave must be covered by a medical certificate provided by the academics' medical doctor. Management reserves the right to send the ITS Doctor for his opinion.

19. INJURY LEAVE

- 19.1. An academic injured while on duty without fault or negligence on their part shall be entitled to up to twelve (12) months leave on basic pay subject to the following conditions and according to law as established from time to time.
- 19.2. The Institute may assign the academics duties at any level that are compatible with their state of health and the academic shall continue to receive his basic salary pertaining to their grade plus any allowances that they may be entitled to in the discharge of their new duties.
- 19.3. At the end of the incapacity for work, the Institute shall within twenty one (21) days of a written request by the academic reintegrate the academic in their place of work or if the injury has created an incapacity by reason of which the academic is not able to resume duties to any suitable employment.
- 19.4. The request to be reintegrated shall be made by the academic in writing within seven (7) days from when the incapacity ceases or the end of the year of injury leave to which the academic is entitled.

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19.5. An academic who is "boarded out" due to injury and who has not utilised annual leave shall not be entitled to payment for such leave.

19.6. An academic who was injured at work, while they shall be entitled to a maximum of one year's full salary shall have those benefits to which they would be entitled to in terms of Social Security Act, deducted from their payments provided that:

- i. The injury was sustained during the discharge of their duties;
- ii. The injury was specifically a result of the discharge of their specific duties;
- iii. The injury was not sustained as a result of negligence of safety rules, regulations and procedures by the academic.
- iv. All injuries are to be reported immediately to the Management and the NI 30 duly completed.

19.7. An academic who is injured and who while on injury leave is required to attend in front of the Social Security Injuries Medical Board and has to inform the Management about the findings of the Board as soon as possible. If the academic fails to inform the Management about the findings of the Board, the payment of their salary shall be stopped and the academic shall be subject to disciplinary action

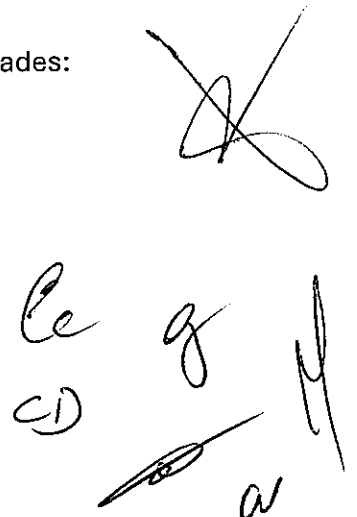
20. ABSENCE FROM WORK

20.1. Academics absenting themselves from work without due notice or justifiable cause shall render themselves liable to disciplinary action, as provided in this Agreement.

21. RECRUITMENT TO LECTURING POSTS

21.1. Appointments to Lecturing Posts can be made at the following grades:

- Assistant Lecturer
- Lecturer
- Senior Lecturer I
- Senior Lecturer II



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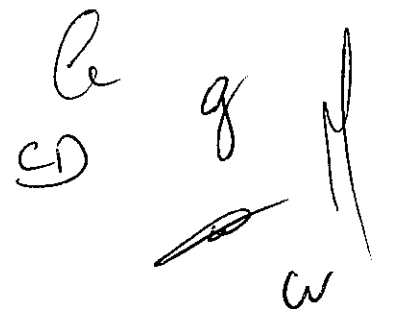
- 21.2. Appointments to Lecturing Posts as defined above shall be made by the Board of Governors on the recommendation of a Selection Board. A copy of the Selection Board's criteria will be forwarded to all eligible candidates prior to the holding of the interviews.
- 21.3. All appointments made by Board of Governors to Lecturing Posts, shall be subject to a probationary period of one year, during which period a performance appraisal shall be conducted. Following a positive report, the probationary period shall be successfully completed.
- 21.4. In filling vacancies, the Institute shall give due consideration to the qualifications required for the post, and to the candidate's ability, efficiency and knowledge of ICT.
- 21.5. The progression and entry requirements shall be in accordance with those established in Appendix C.
- 21.6. New applicants qualifying for recruitment within the lecturing stream will be accepted on condition that they obtain a relevant and recognised teacher training qualification pegged at a minimum MQF level 6 within 5 years from employment engagement date. Management reserves the right to terminate employment if the teacher training qualification is not obtained. Any progression is subject to the obtaining of the said pedagogy course.

22. REVERSION TO SUBSTANTIVE GRADE

- 22.1. In cases where, for whatever reason, academics covered by this Agreement are assigned duties in a grade/position within the Institute not covered by this Agreement, the duration of such term will be acknowledged and taken into consideration on a notional basis in the eventuality that such an incumbent reverts to the substantive post covered by this Agreement. This without prejudice to employment contract agreed to between Management and employee.

23. PROGRESSION THROUGH ACADEMIC POSTS

- 23.1. Progression through academic posts, as defined above, shall be made by the Board of Governors on the recommendation of the Management. In approving progression through academic posts, the Institute shall give due



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consideration to the qualifications required for progression into the new grade, and to the candidate's ability and efficiency in carrying out their duties.

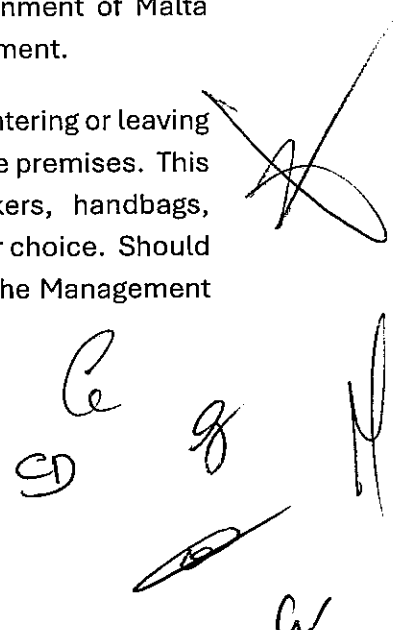
- 23.2. Academics who consider themselves eligible for progression shall apply to the Management for their request for progression to be considered. Applications will be considered twice a year during September and February.
- 23.3. Academics who become eligible to apply for progression to a higher grade between February and September shall apply for progression during the September application of the same calendar year. Successful candidates shall have their appointment effective as from the date that they've become eligible to apply.
- 23.4. Academics who become eligible to apply for progression to a higher grade between September and February of the following year shall apply for progression during the February application of the same academic year. Successful candidates shall have their appointment effective as from the date that they've become eligible to apply.
- 23.5. Academics who are fully eligible for progression but do not apply in line with the above provisos, if appointed, they shall have their appointment effective as from the date of application.

24. RETIREMENT

- 24.1. Retirement shall be in accordance with national legislation prevailing at the time.

25. RIGHT OF SEARCH

- 25.1. No academic shall have in their possession or take from the ITS premises any goods or material belonging to the Institute or the Government of Malta unless written authorisation to do so is given by the Management.
- 25.2. The Management has the right to search any academic on entering or leaving the ITS premises, or at any time whilst the academic is on the premises. This right applies also to search academics' personal lockers, handbags, briefcases or parcels in their presence and a witness of their choice. Should an academic refuse to submit themselves to such a search, the Management may call in the Police.



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26. INSURANCE COVERAGE

26.1. During the validity period of this agreement, the Management shall subscribe to a Group Health Insurance Scheme covering all academics. Academics will also be given the opportunity to extend their subscription, at their own expense, to include dependents.

27. TRANSPORT

27.1. Academics authorised by Management to use their own car for official duties shall be paid according to circulars issued from the Manual on Travel and Transport Procedures in force from time to time. Academics shall be bound to keep their car's log book, recording therein the duration and mileage of the journey.

28. ACADEMIC UNDERTAKING

28.1. Academics shall dedicate their working hours to the service of the Institute.

28.2. Academics shall be flexible in the execution of their normal duties as determined by the job description **Appendix G**.

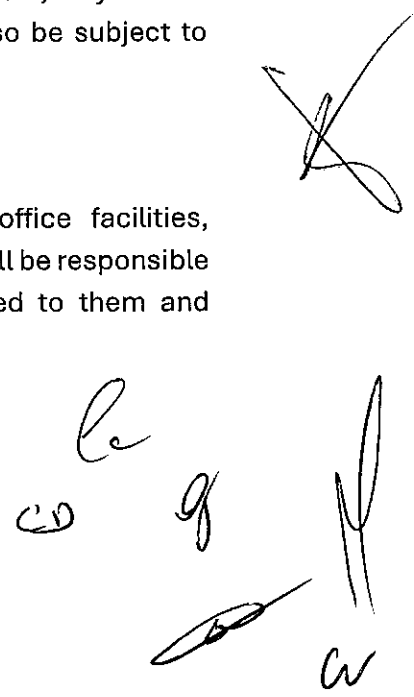
28.3. All academics are expected to adhere to the applicable Dress Code policy of the Institute as in force from time to time. Any changes to the Dress Code policy shall be carried out in consultation with the union.

28.4. Academics who are proven to be acting against the interests or efforts of the Institute shall be subject to disciplinary procedures as per this agreement.

28.5. Academics who are not able to satisfactorily carry out their assigned duties, or who pose a risk to their own health and safety or that of others, may be sent home and considered as absent on no pay. They shall also be subject to disciplinary action as per this agreement.

29. TOOLS AND EQUIPMENT

29.1. Academics shall be provided with appropriate tools, office facilities, equipment and materials at the Institute. The academic shall be responsible for the safe keeping of the equipment, material entrusted to them and reporting loss and damage of such equipment and material.

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30. ACADEMIC WORK RESOURCES

- 30.1. Academics shall be provided with appropriate tools, office facilities, equipment and materials to exercise their duties. They will be expected to use these tools and facilities responsibly. The Institute will make available to academics an individual resources fund as per Appendices A and D. These funds are intended to support the academics' in delivering their duties and responsibilities.
- 30.2. Academic staff may roll over their allocation from year to year for a maximum of two years, provided that the monies being rolled over do not exceed the value of their annual allocation. This allocation is not intended to be used to purchase any product or services to be used by students or for public use by any other member of staff.
- 30.3. In the event that an academic terminates or is terminated from employment before the end of the academic year, the work resources used are to be reimbursed back to the Institute pro-rata.
- 30.4. Expenditure is to be reported as per procedure on an annual basis. The Institute will issue guidelines on the use of the personal and common resources funds in consultation with the Union.

31. APPOINTMENT OF ACADEMIC COORDINATORS

- 31.1. Academics eligible for such posts of responsibility may apply through an internal call issued every three years.
- 31.2. Minimum Eligibility criteria for Coordinators:
- 31.3. Education/Certification:
- Master's degree (or a full Level 7 equivalent)
 - Pedagogy Course as recognised by ITS
 - At least in a grade of Senior Lecturing II with an aggregate of six years experience in a lecturing grade at ITS, preferably with additional experience in leadership roles.

31.4. Special Knowledge/Skills:

- Knowledge of curriculum design and implementation
- Ability to evaluate instruction programmes and teaching effectiveness
- Ability to develop and deliver training to adult learners
- Ability to implement and interpret policy, procedures, and data
- Strong organizational, communication, and interpersonal skills

31.5. The duration of the appointment should be of three (3) years.

31.6. Lecturers already serving in the post of Coordinator at the time of the signing of this agreement shall continue to render their services as Coordinators until the end of this collective agreement.

31.7. The Management reserves the right to terminate the appointment of any coordinator if in the Management's opinion the individual is under performing or in breach of the rules and regulations of the Institute. The coordinator has the right to appeal this decision and refer it to the relevant internal procedures.

31.8. The coordinator may terminate his appointment by giving a letter of notice at least four (4) weeks prior to his termination. For continuation purposes the coordinator shall continue to render his services until the end of the semester. If the notice elapses into the following semester, the 2nd semester is to be covered as well.

31.9. As from 1st January 2023, Academic Coordinators shall receive an annual allowance of €4,500. Provided that if their student cohorts exceed seven (7) during a semester, they shall receive an additional allowance of €300 for every additional student cohort per semester.

31.10. Job description can be found in **Appendix H**.

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32. LEARNING ASSOCIATES

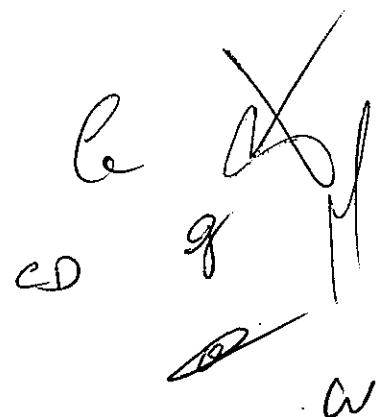
- 32.1. As from the date of signing the structure for the Learning Associates stream shall be in line with Appendix I.
- 32.2. Signatories acknowledge restructuring in the Learning Associate stream, as regards a Coordinating role, in the eventuality the Institute does not continue to operate from the Luqa Complex. In such circumstance the union will be consulted if during the validity period of the agreement there is a change in premises.

33. WORKING HOURS FOR LEARNING ASSOCIATES

- 33.1. The following conditions of work shall also be applicable:

Normal Working hours are as follows:

- (i) Time Window A: 8.30 am – 4.30 pm
 - (ii) Time Window B: 10.30 am – 6.30 pm
 - (iii) Time Window C: 3.00 pm – 11.00 pm
- 33.2. Learning Associates working after 6.00 pm for Time window C, as specified above are eligible to an allowance of €6.00 per hour. Hours that fall outside a time window requested by management on any particular day are to be paid as additional hours.
 - 33.3. Additional hours shall be applicable after exceeding the 18 hours at the appropriate hourly rate of €40.
 - 33.4. Learning Associates are obliged to be on campus during their assigned contact hours, scheduled meeting and compulsory continuous professional development sessions which shall take place between 08:30hrs – 16:30hrs. In Summer period, the hours shall be between 08:30hrs – 13:00hrs.
 - 33.5. The academic year shall be the same for the lecturing grades.

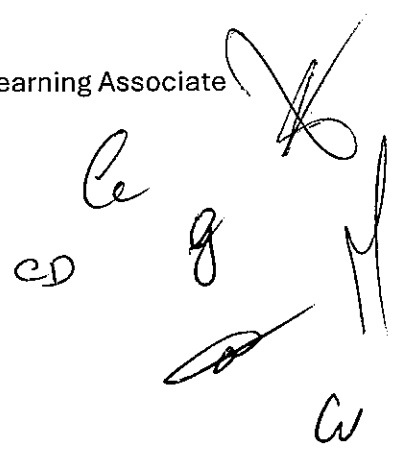
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34. LEARNING ASSOCIATE

- 34.1. Job description and salary structure can be found in **Appendix A and Appendix I.**
- 34.2. Learning Associates shall work in a flexible manner based on the below weekly 18 contact hours. Whereby 18 hours shall be in-class scheduled student contact time and tutorials with the latter requiring prior approval of the senior line management before of the execution of the tutorial, if the 18 contact hours are to be exceeded.
- 34.3. The contact hours are to be determined between the Academic and the Management prior to the start of each semester and are to be made available to students through internal channels. These hours may be changed during the academic year through a rescheduling process if the needs arise.
- 34.4. Learning Associates shall devote the working time during which they are not present at the Institute to the performance of the pertinent working obligations as detailed in job descriptions issued from time to time in agreement with the Union.
- 34.5. The Management shall ensure, as much as possible, an equitable distribution of work and shall give due consideration to the number of students being assisted, the range and levels of subject areas and any other administrative duties related to the students' assisted, which is subject to quality assurance. Administrative duties shall be carried out during the non-contact hours.
- 34.6. Learning Associates shall be entitled to all paid and unpaid leave as already covered by this Agreement and shall be covered through the academic year as indicated above.
- 34.7. Seniority shall depend on the number of years of employment at ITS in the learning associate stream.

35. LEAD LEARNING ASSOCIATE

- 35.1. The job description is attached in **Appendix J.**
- 35.2. Lead Learning Associate – The contact hours of the Lead Learning Associate shall be of up to 12 contact hours per week.

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- 35.3. In the case of further developments parties shall enter into a consultation process to discuss the contact hours.
- 35.4. As from 1st January 2023, Lead Learning Associate shall received an allowance of €5,000 per annum for the additional duties contemplated in the respective job description.
- 35.5. Lead Learning Associate eligible for such post of responsibility may apply through an internal call which call is issued for a three-year period.
- 35.6. Lead Learning Associate already serving in the post as Lead Learning Coach at the time of the signing of this agreement shall continue to render their services as Lead Learning Associate until the end of this collective agreement.
- 35.7. The Management reserves the right to terminate the appointment of any Lead Learning Associate if in the Management's opinion the individual is under performing or in breach of the rules and regulations of the Institute. The Lead Learning Associate has the right to appeal this decision and refer it to the relevant internal procedures.
- 35.8. The Lead Learning Associate may terminate their appointment by giving a letter of notice at least four (4) weeks prior to their termination. For continuation purposes the Lead Learning Coach shall continue to render their is services until the end of the semester. If the notice elapses into the following semester, the 2nd semester is to be covered as well.

36. ELIGIBILITY CRITERIA FOR LEAD LEARNING ASSOCIATE IS AS FOLLOWS:

- 36.1. Learning Associate eligible for such post of responsibility may apply through an internal call. In the case where no internal applicants satisfy the required criteria, Management may opt for an external call subject to satisfying the eligibility criteria as stipulated hereunder;

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36.2. Eligibility Criteria for Lead Learning Associate is as follows:

(i) Education/Certification:

Bachelor's degree in Inclusive education (or a level 6 comparable full qualification) and at least 7 years experience at ITS as Learning Coach

Or

Master's degree in Inclusive Education (or a level 7 comparable full qualification) and at least 5 years experience at ITS as Learning Coach

(ii) Special Knowledge/Skills:

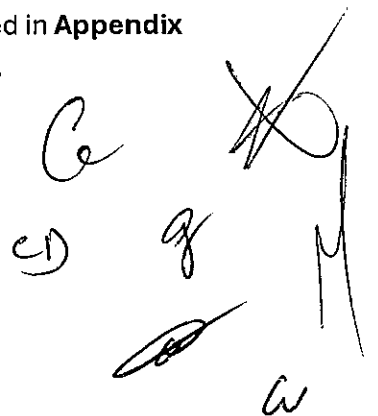
- Knowledge of inclusion, curriculum and implementation
- Ability to identify and advise the Management to provide adequate training within the department and organise such training
- Ability to implement and interpret policy, procedures, and data
- Strong organizational, communication, and interpersonal skills

(iii) Professional development:

- Such post may require further professional development in which case such professional development may be sponsored by Management if approved accordingly.

37. DISCIPLINE

37.1. There is an obligation on the part of all academics to conduct themselves properly, to carry out the lawful orders of their superiors to the best of their ability, to perform their duties efficiently and to abide by the rules and regulations issued by the Management. The procedure outlined in **Appendix E** is to be followed where disciplinary procedures are required.



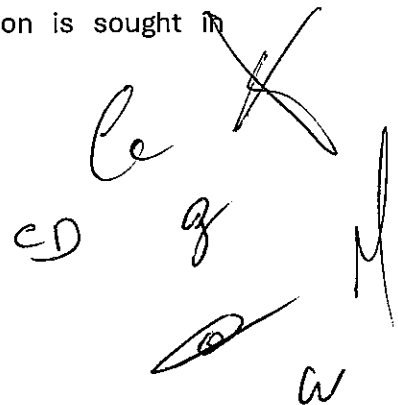
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38. GRIEVANCE PROCEDURE

38.1. It is the intention of both parties to this Agreement to establish the means for the prompt disposal and amicable settlement of any complaint which may arise out of the application and/or the interpretation of this Agreement.

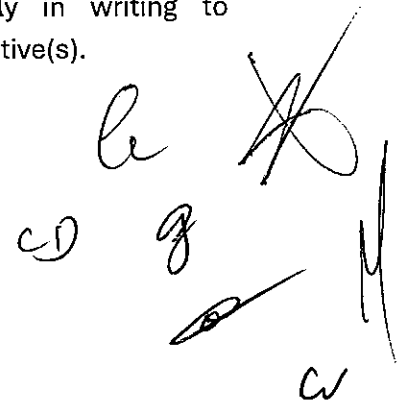
38.2. Should any difference arise between the Management and the Union or any of the academics as to the interpretation or application of, or compliance with the provisions of this Agreement, or if any individual complaint/grievance is raised by an academic or group of academics, every endeavour shall be made to settle the matter in accordance with the procedures set out hereunder;

- (i) An attempt shall first be made by the academic, with or without the assistance of the representative of the Union, to discuss the grievance with the academic's immediate superior. This is to be done as expeditiously as possible after such grievance has arisen.
- (ii) If the grievance is not settled at this level, the aggrieved academic, with the assistance of the representative of the Union, if so desired by the academic, shall bring the matter to the attention of the Management or their accredited representative.
- (iii) The Management or an authorised representative thereof, the academic's superior as specified above, the academic and the representative of the Union, will do their best to settle the grievance as early as possible, but should such grievance remain unsettled even after a conciliatory meeting chaired by a mutually agreed conciliator, both the Management and the Union may take such action, which is not contrary to the provisions of the law or to the provisions of this Agreement, that may be deemed proper under the circumstances.
- (iv) Neither the academic involved nor the academic acting in the capacity of Union representative, shall incur any loss of pay for any absence from the place of work in connection with the above procedure, provided however that permission is sought in advance from the Management.

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39. DISAGREEMENT ON THE OPERATION OR INTERPRETATION OF THIS AGREEMENT

- 39.1. The Management and the Union agree that the interpretation and operation of this agreement and all interaction between them should be carried out in such a manner as to promote harmony.
- 39.2. In the event of disagreement between the Management and the Union on the manner in which this agreement should be interpreted, applied or observed or about any industrial dispute that may arise from time to time, the parties undertake to follow the procedure below;
- 39.3. Within not less than three working days from when a grievance or dispute arises the Management and the Union are to meet between them to discuss and resolve the grievance or dispute.
- 39.4. If by the lapse of three working days no discussions are held and/or settlement is not achieved within one week from the commencement of discussions the issue may be referred by one of the parties to the conciliation service of the Department of Industrial and Employment Relations.
- 39.5. Where the above measures, including official conciliation, do not result in agreement, either party may refer the matter to the Industrial Tribunal within forty-eight hours of the meeting at which agreement was not reached.
- 39.6. Prior to taking industrial action that is not in breach of the provisions of this agreement, the party taking such action is to notify the other party in writing, with a minimum of three working days notice.
- 39.7. The foregoing provisions shall not apply where there arises a clear and present danger in the workplace or where there is a threat of irremediable harm to the interests of a party.
- 39.8. No person, except the Union's officials, may give directives concerning industrial action to academics.
- 39.9. Such directives shall be communicated immediately in writing to Management by the same official who has issued the directive(s).

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39.10. During any type of industrial action taken, the Union shall co-operate to permit work that is required to protect the property and equipment of the Institute.

39.11. Union representatives (shop stewards / delegate) shall not have any reduction in pay in respect of time away from work to participate in the procedure above, provided that permission has been sought from their superiors which permission shall only be refused for serious reasons.

40. UNOFFICIAL INDUSTRIAL ACTION

40.1. The Management and the Union agree that unofficial industrial actions are detrimental to both the Institute and the Union and as such are not to be supported. It is agreed that any academic/s who organise/s and/or take/s part in any unofficial industrial action, shall be liable to disciplinary action which may lead to dismissal. "Unofficial industrial action" is any type of industrial action not initiated by the recognised Union.

41. EXCLUSION OF NEW DEMANDS

41.1. No further demands in connection with the contents of this Agreement or regarding those matters which were subject to discussions during the negotiations leading to the signing of this agreement shall be put forward or supported by either the Management or the Union during the validity period of this agreement.

42. INFORMATION REGARDING THE INSTITUTE

42.1. Members of the academic staff bind themselves to uphold the confidentiality of any information of a character that is confidential to the affairs of the Institute or the Government of Malta to which they become privy as a direct result or incidental to the carrying out of their duties.

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APPENDIX A - SALARY STRUCTURE

A) Lecturing Grades

	2023	2024	2025	2026	2027
Principal Lecturer	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	<u>50,300</u>	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
	45,372	46,747	48,147	49,747	51,747
883	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

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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

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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 Principal Lecturer 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 the grade of Principal Lecturer in 2023.

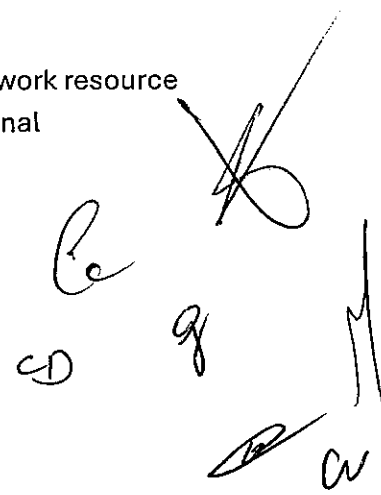
Henceforth employees progressing to Principal Lecturer shall have their progression worked out in line with the provisos of this Agreement.

In addition to the basic salary, ITS 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
Principal Lecturer	€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
Principal Lecturer	€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

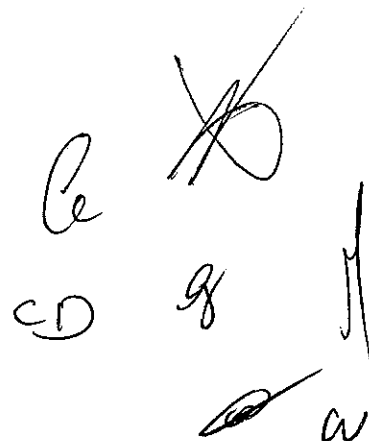
B) Learning Associates

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

	Learning Associate I	Learning Associate II	Learning Associate 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

Learning Associates 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 experience² carried out as Learning Associates and /or Learning Coaches are commensurate to the experience of Learning Support Educators and vice-versa.



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Learning Associate 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
Learning Associate 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
Learning Associate 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 Learning Associates / Coaches in any licensed school.

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Upon the attainment of 10 years experience ²	2023	2024	2025	2026	2027
Learning Associate 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
Learning Associate 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

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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, Learning Associates are paid the following grade allowance for the period January 2023 up to December 2027 as shown hereunder:

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

Academic Work Resource Fund

Furthermore, Learning Associates 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.

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APPENDIX B: OTHER ALLOWANCES

a) 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

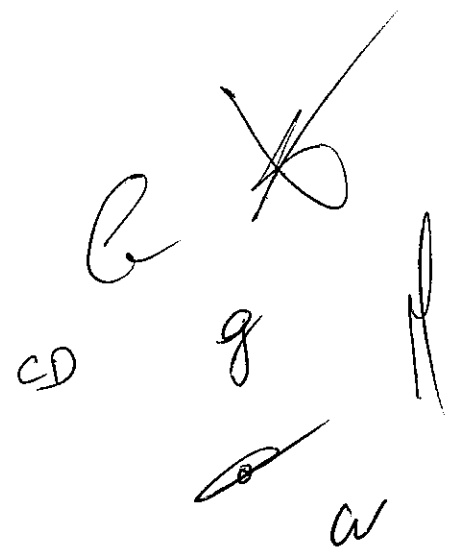
For the purpose of this clause, for the computation of the years of service, all years of service at ITS and/or Public Administration shall be taken into account.

b) Professor and Associate Professor

The criteria for the award of the academic titles of Associate Professor and Professor shall be according to those agreed between ITS and the Union. Any changes shall be discussed and agreed upon between ITS and the Union.

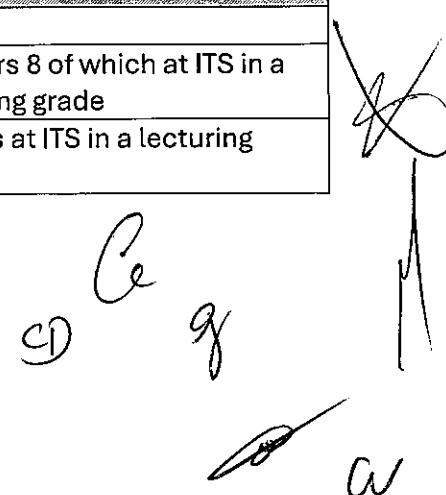
Professors and Associate Professors shall be entitled to an annual allowance as follows:

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

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APPENDIX C – ENTRY / PROGRESSION TABLE – LECTURING GRADES

Grade	Entry or Progression	Qualification	Pedagogy	Years of Experience
Asst Lecturer	Entry	MQF 5	Obligation in 5 years	4 years
	Entry	MQF 6/7	Obligation in 5 years	0 years
	Progression	nil	nil	nil
Lecturer	Entry	MQF 6	Obligation in 5 years	6 years
	Entry	MQF 7	Obligation in 5 years	5 years
	Entry	MQF 8	Obligation in 5 years	0 year
	Progression	MQF 5	In possession	11 years out of which 5 years at ITS in a lecturing grade
	Progression	MQF 6	In possession	6 years
	Progression	MQF 7	In possession	5 years
Senior Lecturer 1	Entry	MQF 7	Obligation in 5 years	8 years
	Entry	MQF 8	Obligation in 5 years	1 years
	Progression	MQF 6	In possession	12 years out of which 5 years as ITS in a lecturing grade
	Progression	MQF 7	In possession	8 years
	Progression	MQF 8	In possession	1 year
Senior Lecturer 2	Entry	MQF 8	Obligation in 5 years	6 years
	Progression	MQF 7	In possession	15 years 5 of which at ITS in a lecturing grade
	Progression	MQF 8	In possession	6 years
Principal Lecturer	Entry	nil	nil	nil
	Progression	MQF 7	In possession	23 years 8 of which at ITS in a lecturing grade
	Progression	MQF 8	In possession	8 years at ITS in a lecturing grade



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1. This progression system is effective 1st January 2023 subject to meeting the relevant eligibility criteria.
2. Recognition of Prior Learning (RPL) shall be carried out in line with the guidelines established by MFHEA, as established from time to time.
3. Qualification in pedagogy should be at MQF Level 6 or any qualification recognised by ITS.

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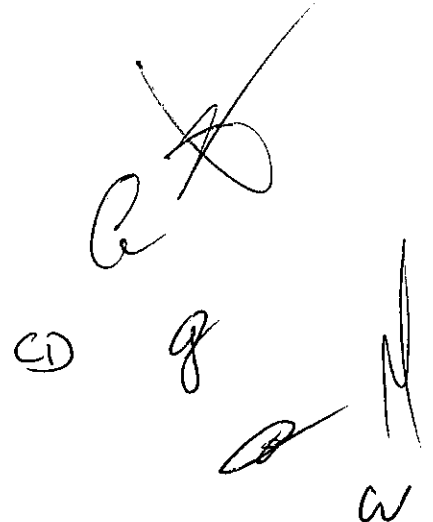
APPENDIX D – ACADEMIC WORK RESOURCES

The Academic Work Resources Fund is operated through the use of a debit card, thus making such funds easily accessible to all academic staff.

Members of staff will be provided with a commercial bank Visa debit card (or similar) Members of staff can make use of this debit card both locally and abroad, including purchasing over the Internet.

Whilst the debit card will remain the property of ITS, each individual will have a specific bank account designated to them. The annual work resource allocation will be deposited in the debit card bank account in the beginning of the calendar year. The amount can be accumulated for a maximum of two years. Apart from items, this work resources fund can be used for CPD courses, cultural enrichment such as exhibitions, seminars, conferences, museums and similar occasions and places which lead to the educational, vocational and cultural enrichment of the staff. In these cases, all expenses are included such as travel tickets, accommodation, and all expenses incurred during these activities.

A list of eligible expenses will be published separately in agreement between the Union and Management.

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APPENDIX E - DISCIPLINE (PROCEDURE & REGULATIONS)

ITS 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 ITS.

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, ITS 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.

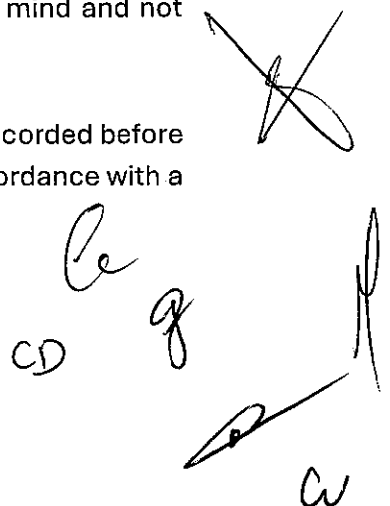
Prior to initiating a formal procedure as established above, the Management is to initiate a preliminary fact-finding exercise to determine the facts of the case in question. Whereby if the direct head is involved, the matter shall be initiated by the next line supervisor. The fact-finding exercise shall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



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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.

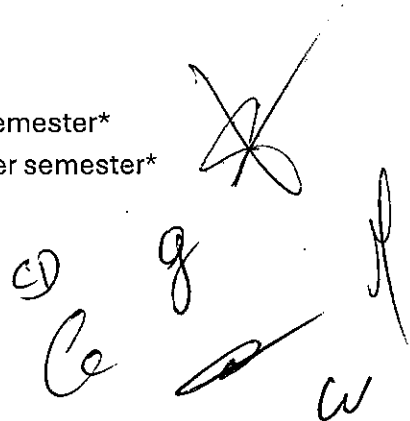
Employees have the obligation to report any misconduct with immediate effect to Management in line with the internal procedures as in force from time to time.

Safeguard against false accusations

The ITS 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 ITS, 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 including but not limited to:
 1. Module reviews per semester*
 2. Submission of coursework marks per semester*
 3. Submission of exam papers and resit papers per semester*
 4. Submission of practical and theory exam grades per semester*

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5. Submission of scheme of work*
6. Submission of essential purchases by March of each academic year*
7. Submission of operational documentation such as menus and requisition orders*
8. Major internal deadlines requesting feedback information by the Management for academic planning purposes*
9. Uploading of modules or any other instructional material on the VLE platform*
10. Rescheduling of classes without Management's approval
11. Changing contact time from the official approved timetable without Management's approval
12. Changing methods of assessment from the module descriptor without Management's approval;

- g. Inappropriate language.
- h. Disregard of health and safety regulations

*These deadlines are to be discussed and agreed between Management and the Academics, and published in the official ITS academic calendar before the start of the academic year.

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.

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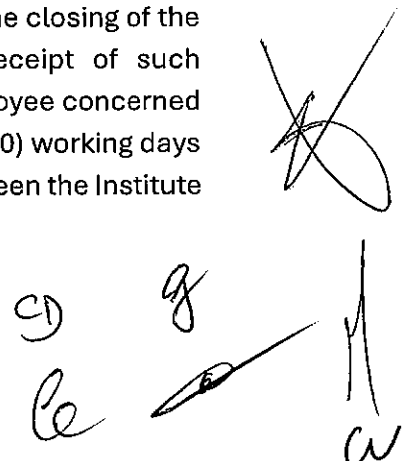
6. An employee who is charged with any offence shall be given every opportunity to state their case and to be represented by their Union or person of their trust. The employee is required to inform Management of the name of the person of their trust representing them.
7. Should the management of the ITS 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 ITS 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 Institute's rules and practices;
 - d) Gross negligence in performance of duties;

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- e) Repeated unauthorised or unjustified absence from work;
 - f) Unauthorised use of ITS 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 ITS'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) Second offence or more in academics not adhering to stipulated deadlines
 - o) From the second offence onwards in disregarding health and safety regulations with minor consequences
 - p) Disregarding of health and safety regulations with major consequences
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 correspondence 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 subsequent correspondence between the Institute



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and the employee shall adhere to the same timelines specified above for each respective party.

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 ITS 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 Institute, 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 Institute shall establish the disciplinary board nominated members.

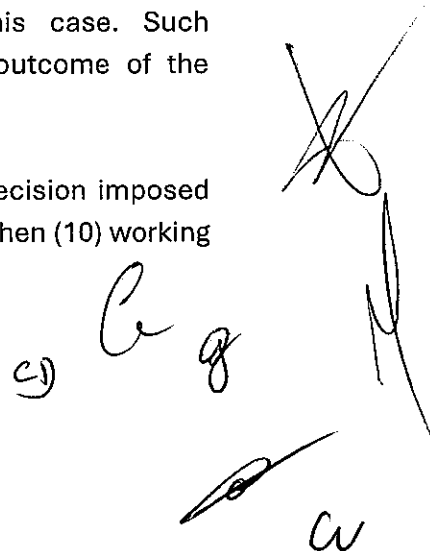
Members nominated to serve as Chairpersons and Members for such Board shall be placed in a pool and shall be allocated on a ranking system as agreed by parties. Nominated personnel shall be appointed for a term of at least two (2) years, which may be renewable.

Where any of the Board members expresses a conflict of interest or inabilities 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.

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21. The recommendation by the Disciplinary Board shall be forwarded to the Board of Governors for sanctioning.
22. 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 ITS 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 ITS Board of Governors to accept further extensions in highly exceptional circumstances. The parties are to be informed accordingly.
23. 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.
24. An employee subjected to disciplinary procedures shall be entitled to the assistance of a person of their choice during all stages concerning their case.
25. 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.
26. The ITS shall be represented at disciplinary hearings by ITS officials, who may also be assisted by consultants or legal advisers.
27. 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.
28. In such cases where the employee does not agree with decision imposed against them, they may appeal to the Appeals Board within then (10) working days.



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29. It is understood that when an employee is facing legal action for such offences committed, the ITS will suspend procedures until such time as the case is decided by the Law Courts.
30. Both the ITS and employees affected, may refer cases of alleged breach of law to the competent authorities for investigation.

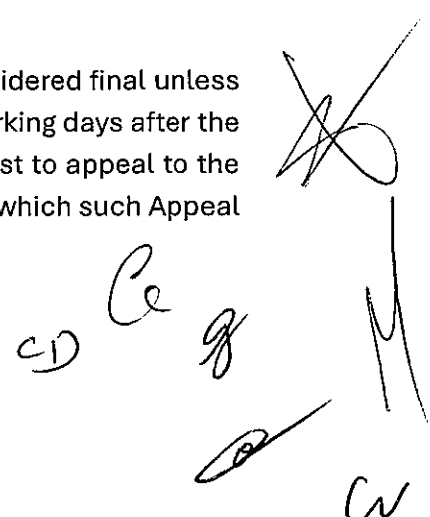
The maximum penalty for Gross Misconduct shall be dismissal.

Suspension from Work

1. An employee may be suspended by the Management during the course of investigations and/or disciplinary proceedings and/or criminal proceedings if their retention, in the ITS's opinion, is in conflict with their duties and responsibilities at the ITS.
2. During the period of suspension regarding alleged offences within the ITS the employee shall receive 80% of their basic salary.
3. If, after investigations by the ITS, 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 Institute, in agreement with the Union, a member nominated by the ITS, 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 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.



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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, subject to ITS Board of Directors approval.
5. The Appeal's Board decision shall be considered as final.

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APPENDIX F – ITS TRAINING SCHOOL - TRAINERS

1. Definition of Role of the Trainer:

- 1.1 Trainers within the ITS Training School are distinguished from other academic staff by their direct involvement in delivering industry-specific training programs offered by the school. These roles are critical to the fulfillment of ITS's mission to enhance industry standards through quality education and training.
- 1.2 Academics within the Institute of Tourism Studies shall have the right of first refusal to offer training under the remit of the ITS Training School. The school reserves the right to engage trainers from outside the organizational structure in case there is (i) no interest expressed from lecturers and/or (ii) there are no expertise in an specialised skill required for a particular course.

2. Remuneration:

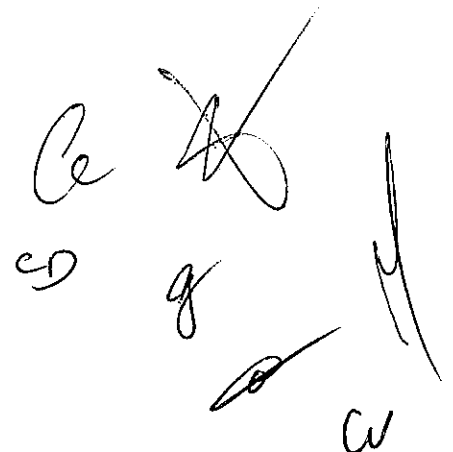
- 2.1 As from the date of signing, the remuneration of ITS Training School trainers shall be at €40 per hour.

3. Inclusion and Differentiation for the Institute of Tourism Studies faculty:

- 3.1 The roles and remuneration conditions of ITS Training School trainers are hereby included in the collective agreement to ensure clarity, fairness, and transparency in their employment within ITS.
- 3.2 While included in the collective agreement, ITS Training School trainers are differentiated from other ITS faculty staff by their specialized roles, qualifications, and the industry-specific nature of their training programs.

Modification and Review:

- a. The conditions outlined in this Article may be subject to review and modification by ITS in consultation with MUT, to reflect changes in industry standards, educational needs, and regulatory requirements.

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APPENDIX G - JOB DESCRIPTION OF FULL-TIME LECTURING GRADE

Main Responsibilities

Members of lecturing academic staff are required to work flexibly within their area of expertise, including off-campus work within the Maltese Islands when necessary, provided that extra hours and any additional expenses are reimbursed in accordance with established criteria. ITS shall from time to time issue an internal expression of interest amongst lecturing academics to offer their academic services, on a voluntary basis, at ITS satellite campuses outside the Maltese Islands. Such an invitation will be on a right of first refusal basis and should ITS fail to receive acceptance from internal staff it retains the right to issue an external call.

The primary purpose of the post of Lecturing Grade is to:

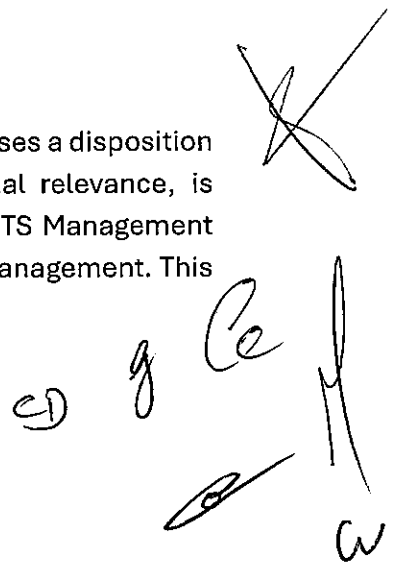
- Be a member of a team of staff, teaching designated courses and programmes.
- Effectively teach and academically support students.
- Assist in the development of courses and programmes.
- Effectively implement designated study units within the scope of this job description. Through this effective implementation, support the Institute's Quality Assurance objectives and obligations.
- Constantly meet deadlines set out by the Institute's management.

A Lecturer is expected to fulfill lecturing duties up to a maximum of the full contact load as specified in this Agreement.

In cognisance of the evolution of ITS the lecturer, satisfying the below criteria, in agreement with the Executive Office may dedicate part of the full contact load to lecturing and the rest of the time to scholarly and academic research pre-approved by the Institute for the benefit of the Institute. The maximum percentage of the timetable hours dedicated to research shall not be more than 50% of the full contact load as indicated in this Agreement.

Criteria:

Each academic, who either has a track record in research or possesses a disposition to conduct empirical research or practical projects of vocational relevance, is eligible to apply for this role, with a 9 (nine) month notice to the ITS Management before the start of the academic year, subject to approval by ITS Management. This

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role can be taken up for a period of one semester or a full academic year, it needs to be based on the needs of the Institute, and can be extended by mutual agreement.

The Management shall have the right to approach lecturing academics and invite them to take up part of the duties for research purposes with a 9 (nine)-month notice, subject to Agreement between the parties. In cases whereby the lecturer's performance is not satisfactory, the Management reserves the right to terminate such arrangement.

Main Duties of Lecturers:

- To teach a range of programmes and study units in the area of specialisation
- Within the contact hours, and as a temporary arrangement for one semester only, to teach any other subject for which one qualified at MQF Level 4 or higher or in which one has the appropriate industrial experience.
- To deliver tutorials, on a one-to-one basis or in group sessions, as necessary.
- To undertake all preparation and follow-up work related to one's teaching duties as outlined above.
- To constantly update and use appropriate teaching methods and materials.
- To assist in the design and development of teaching material and learning resources.
- To assist in the drawing up of reports related to one's area of expertise at the Institute.
- To liaise with the respective Academic Managers and Academic Coordinators towards the successful delivery of the programmes and short courses and to assist in the preparation and completion of all documentation relating to the submission of programmes to awarding bodies.
- To supervise research work by students as per guidelines in this agreement.
- To participate in the setting and marking of examination papers and in the continuous assessment of student work, in relation to the courses and programmes taught.
- Co-operate with the Academic Managers and Academic Coordinators in the maintenance of accurate and up-to-date programme portfolios containing those items stipulated in the Institute's Quality Assurance Manual.
- To ensure that the delivery of all programmes and courses assigned to the academic are in accordance with teaching and learning standards, as provided in the Institute's Quality Assurance Manual.

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Duties relating to Student Recruitment and Student Development

- To support the ITS Management with the induction of students as and when required.
- To assist with the recruitment, interviewing and induction of students.
- To co-operate in the conduct of questionnaires / surveys related to programme / course participant's satisfaction implemented by Management.
- To assist students in their academic queries.
- To assist in the welfare of students participating in the assigned programmes / courses / study units and make the necessary referrals to the appropriate authorities.

Duties relating to Academic Staff Development

- To undertake any CPD carried out during normal working hours as deemed necessary by the Management in accordance with the Institute's strategic aims.
- To participate in a personal performance appraisal process as required by the Management and to come to a mutual agreement with the Management and the respective Academic Managers and Academic Coordinators on a number of annual performance objectives and on a personal development programme.
- To support the ITS Management with the induction of academic staff as and when required.

Ancillary Duties

- To collect and provide required information about students participating in the assigned programmes / courses / study units , including student attendance, assessment and general progress as requested.
- To attend section meetings as required.
- To chair meetings for one or more teams as assigned.
- In the event of absence of another member of academic staff, to co-operate with Management in replacing when necessary and follow required procedures such as class supervision and record students' attendance.
- Within the terms of the ITS rules, regulations and policies, to be accountable for the proper use of all staffing and non-staffing resources in the delivery of the programmes and courses within one's area of responsibility.

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- To liaise with external partners as necessary to ensure the smooth operation of related agreements with them.
- To assist and cooperate in one's area of expertise in the publicity and public relations of the Institute's programmes and courses.
- To carry out duties of the post with full regard to the Institute's Equal Opportunity Policy.

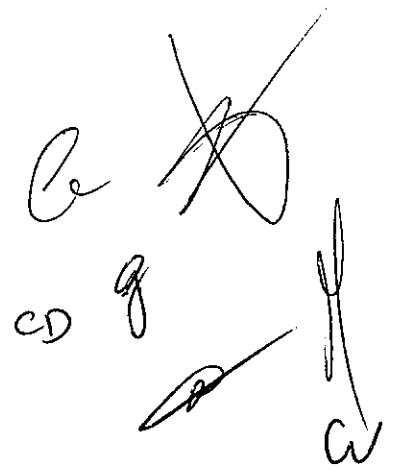
Lecturers who are carrying out research duties as part of their contact load up to 50% as outlined above need to dedicate part of the working week to any of the following research endeavours as mutually agreed with the Management:

- **Academic Leadership:**
 - Publications, a number of peer-reviewed papers as agreed with the Executive Office, peer-reviewed books/ chapters, either as first or collaborative author.
 - Production of peer-reviewed creative works and performances.
 - Discoveries, inventions, patents, or exploitation of Intellectual Property Rights that have been formally recognised by an authoritative and recognised body of the candidate's field.
- **Professional Practice:**
 - Participation in a conference, seminar, workshop or similar type of event through the delivery of a platform presentation or a poster.
 - Contribute to the attainment of intellectual outputs and/or project administration of initiatives and projects that the Institute participates in.
- **Research standing and professional practice:**
 - Raising the profile of ITS through the organization of significant public events and communication of research results to external audiences and bodies. Such public events and communication of research results may take the form of the following activities:
 - (a) research seminars or conferences held at ITS or outside ITS, locally or abroad;
 - (b) publications in peer-reviewed journals;
 - (c) any other similar activity that is deemed suitable for such purpose that raises the standing of ITS.

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- *Ad hoc* research: Any academic research as mutually agreed between the Academic-Researcher and the Management.

This output/ Key Performance Indicators shall be quantified by mutual agreement, in writing, between the Management and the Academic-Researcher.



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APPENDIX H - ACADEMIC SERVICES COORDINATOR / ACADEMIC PROGRAMME CO-ORDINATOR

1. The Institute shall have a number of academics who will be appointed, following an internal call, to the post of Academic Services Coordinator or Academic Programme Coordinator to serve the different areas of the teaching and learning which include but are not limited to: study programme / course implementation; academic performance; retention and engagement; research and innovation in education; and work-based learning.
2. The Academic Services Coordinator or the Academic Programme Co-ordinator, with a purely academic role, shall:
 - a) Co-ordinate academic programmes and/or support academic initiatives as stipulated by Executive Office and the Academic Management as regards the attainment of the academic objectives of the Institute;
 - b) Execute academic tasks as directed by the Chief Operating Office Academia;
 - c) Support the Management in academic matters as directed by the Chief Operating Office Academia;
 - d) Provide academic support to lecturers in their area of responsibility;
 - e) Induce and mentor newly-recruited lecturers in their area of responsibility as applicable to the different roles;
 - f) Assist the Academic Management in coordinating part-time/visiting lecturers in their area of responsibility where necessary;
 - g) Assist the Academic Management in Quality Assurance in their area of responsibility;
 - h) Support programme and study unit reviews;
 - i) Support innovative teaching and learning;
 - j) Support students' academic welfare and contribute towards the retention of students in collaboration with the Retention Unit/Board;
 - k) Cooperate, through academic expertise, with the Academic Management and the Registrar's Office on the deployment of programmes, quality assurance related to the implementation of module assessments in their area of responsibility;
 - l) Request, on behalf of academics, the necessary academic, human and material resources from the Institute's academic management for the successful implementation of the programmes or services and initiatives in their responsibility;

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- m) Liaise with the Institute's committees and other constituted bodies on academic matters and services in their area of responsibility;
- n) Be informed of disciplinary procedures against academics or students in their area of responsibility;
- o) Be informed of any statementing reports that pertain to the cohort of students being coordinated;
- p) Be the first point of reference for lecturers falling under their respective Academic Programme Coordinator or on any academic matter including but not limited to academic initiatives, training, work travel and arising academic requirements as applicable;
- q) Be consulted by the Academic Management in a timely manner on academic matters related to the deployment of programmes, services, quality assurance and student academic achievements as applicable;
- r) Sit *ex officio* on the Board of Studies where applicable;

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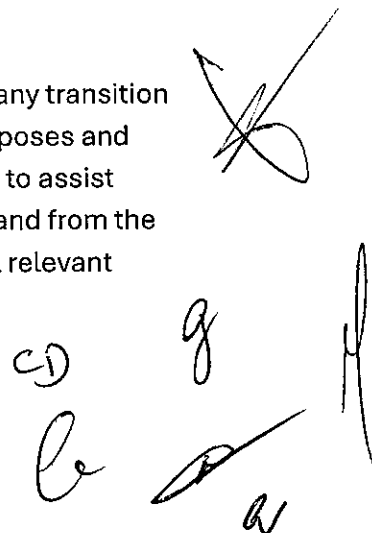
APPENDIX I - LEARNING ASSOCIATE JOB DESCRIPTION

The Learning Associates (LA forms part of the academia and will fall under the Chief Operating Officer- Academia

The main duties are as follows:

(i) Learning support

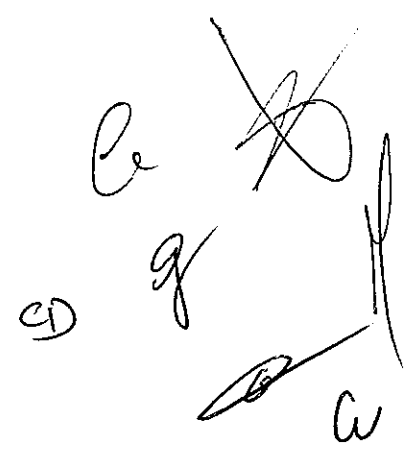
- Supporting and collaborating with the lecturer and other colleagues. Under the guidance of the lecturer, assist in the education of students requiring Special Educational Support (SES) up to Diploma level, in particular, students with special educational needs so that their individual curricular entitlement is ensured and their learning needs are catered for;
- Liaise with lecturers in relation with students' learning needs only.
- Ensure constant collaboration with the lecturer of SES students
- Support lecturers by advising on specific approaches on how to deal with SES students to offer the best vocational education experience to the same students.
- Provide guidelines as to how to assess students.
- Provide guidelines as to how to structure material / information and assessment of SES students and assist with the implementation of such assessment.
- Execute the necessary preparation for the adaptations of class materials
- Execute the necessary preparation for the adaptations of in-class exams and assessments (including coursework) for ALP students only – such task include but is not limited to:
 - Consulting with the respective lecturer/s and Lead Learning Associate about possible adaptation of assessment for the students to be able to reach the designated learning outcomes.
 - Liaise with the examination board after approval by lecturer of the adaptation.
- Participating fully in Making Action Plan sessions (MAPs);
- Attend Individual Transition Plan (ITP) meetings, in relation to any transition practices from Secondary School to ITS and for Internship purposes and Participate in the respective individual transition programmes to assist students as they move from one educational level to another and from the institute to work, handing over to other involved colleagues all relevant



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information and documents so as to ensure a smooth transition for the student in accordance with GDPR regulation;

- Support student/s by providing tutorial sessions to provide reinforcement and preparation for coursework / examinations, subject to timetable availability and in coordination with their time-table.
- Deliver focused pull-out support for students during tests and assessments, ensuring appropriate assistance in line with access arrangements
- Contribute to student progress monitoring by writing reviews on the academic and developmental improvements of students supported throughout the year. This will be carried out on end of semester one and end of semester two.
- Develop worksheets for students to use during tutorials and support their learning when required based on their individual needs.
- In the eventuality of approved absence learning Associates' duties will be replaced for ALP students and any other cases as determined by the Lead Learning Associate from time to time..
- Assist in line with the Standard Operating Procedure as regards to student profiles and timetables
- Assist in the preparation of educational material and play an active part in all the components of the instructional and educational process in class under the direction of the lecturer;
- In collaboration with the lecturer, participate in the observation, assessment and documentation process of the performance and behaviour of SES students;
- Promoting at all times the policies of the Institute and abiding by the stipulated rules and regulations of the Institute, while working actively as a member of staff;
- Assist in the preparation, dissemination and use of teaching resources and ensuring their upkeep in class, Institute and resources centre;
- Supporting the student/s during activities held outside the Institute including experience in the community, work places and other further and higher national institutions;
- Contribute as may be required in EU projects and other projects in accordance with the Institute's strategic targets;
- To Monitor Access Arrangement during Assessments



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Transport-related duties

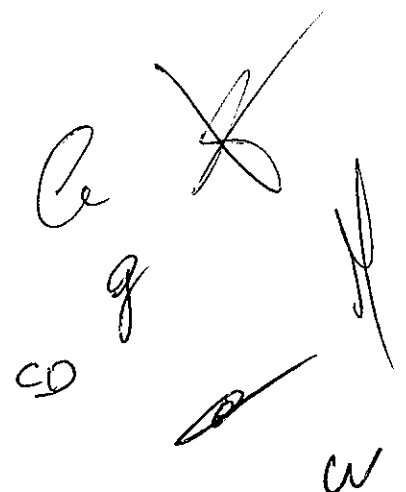
Without prejudice to the obligations of the owner and driver of the vehicle concerned regarding the safety of the passengers and the full observance of the law and regulations related to the transport matters, a learning associate may be required to carry out transport-related duties, with students with individual educational needs, should the requirement be indicated by the official statement or by the Chief Executive Officer or other competent authorities. In such cases, the Learning Associate shall:

- Carry out transport supervision duties from the Institute, in the presence of the lecturer, during normal academic hours when necessary for lecture purposes only.
- Transport supervision duties to and from the Institute outside academic hours shall be remunerated at the established rates.

Learning Associates shall carry out any other duties commensurate to their role according to the exigencies of the Institute.

A Learning Associate is required to follow professional development courses, and/or induction courses, as appropriate to his/her role and functions, as indicated by the Chief Operating Officer – Academia or his/her designate .

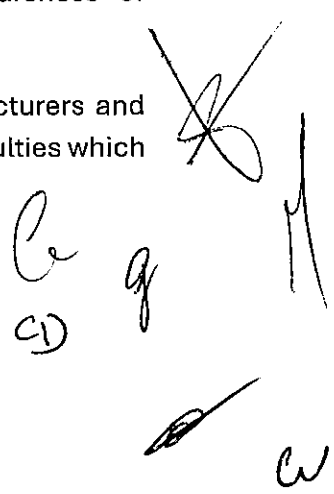
A Learning Associate shall adopt and contribute towards the implementation of the Institute's development plan.

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APPENDIX J - LEAD LEARNING ASSOCIATE (LLA) JOB DESCRIPTION

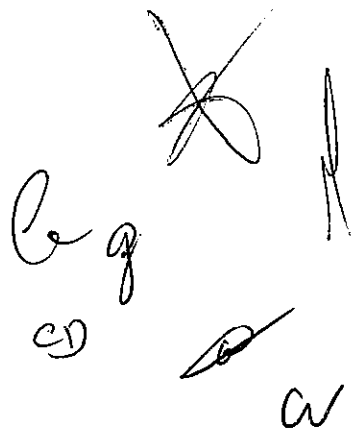
The Lead Learning Associate (LLA) forms part of the academia and falls under the Chief Operating Officer – Academia or his/her delegate. The following duties are in addition to the duties of a Learning Associate:

- Organises MAPP sessions for fellow LAs involving parents, and representatives of the Academic Management.
- Organises and leads follow up meetings with parents once per semester.
- Organises and leads monthly meetings with the Learning Associates
- Liaises between Learning Associates and Academic Management regarding everyday issues.
- Assists and advises ITS in the identification and acquisition of any assisted technology tools that nowadays are commonplace in assisting VAL students
- Coordinates the necessary schedule/s for the Learning Associates and liaise with the Registrar's department during implementation of such schedule.
- Advise ITS on how to make the best use of human resources available to match the needs of students.
- Assists in dissemination of crucial information on individual student needs to lecturers and academic/programme coordinators(respecting GDPR).
- Supports fellow LAs in their daily functions if and when required
- Identify and organise CPD opportunities for LAs and advice the Academic Management on possible CPD opportunities for other personnel at ITS (including lecturers) to increase awareness of students' conditions and possible aid strategies.
- Liaises with student support services personnel when lecturers and fellow LAs identify possible student problems and/or difficulties which need follow up.



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- Represent LAs on the Examination Board
- Attend Academic Management Meetings
- Sit on the Board of Studies.
- Attends and participates during the selection interviews and recruitment of LAs
- Carries out any other task within the scope of this post as directed by the Chief Operation Officer – Academia or his delegate.



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Signed today

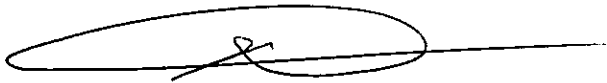
27th June



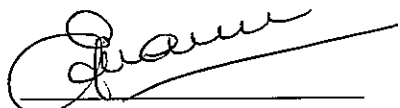
Edward Zammit
Chairperson



Marco Bonnici
President



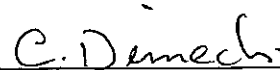
Pierre Fenech
Chief Executive Officer



Elaine Germani
Senior Vice President

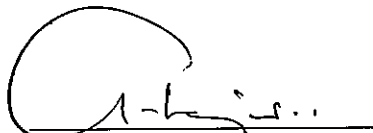


Christopher Vella
Vice President

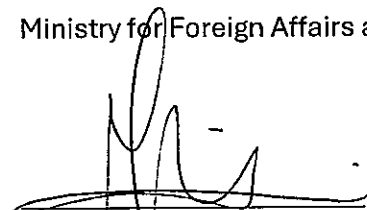


Carmen Dimech
Assistant General Secretary

Witnessed by:



Christopher Cutajar
Permanent Secretary
Ministry for Foreign Affairs and Tourism



Mario Grixti
Deputy Head, Industrial Relations Unit (P&SD)
Office of the Prime Minister