

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

Lecture Title: Teachers Employment, Contracts and Collective Bargaining

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Diploma in Law (Malta)



CAMILLERI PREZIOSI
ADVOCATES

Teachers Employment

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

Contracts

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

John Partington.

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



Three Key Aspects of Contracts



Call for application – Teachers May 2022

https://recruitmentadmin.gov.mt//attachments/circulars/00b3c2e2-143d-4129-a6b5-b168548a854d_p.pdf



Items one should check BEFORE signing agreement:

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

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

Unions and Collective Bargaining : MUT obo Teaching class is a signatory to the **Public Service Collective Agreement** and to the **2024 Sectoral Agreement**. Benefits of class representation, individual representation, specified advice, services of a lawyer.

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

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

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

Chapter 606 - Teaching and Allied Professions Act

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

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



ARTICLE 34 (STILL IN FORCE)

- (1) An association of teachers is an association of teachers established with the primary aim of promoting the principles, values and standards related to the practice of the teaching profession.
- (2) Any association of teachers may make an application to the Council to be registered as an association of teachers for the purposes of this Act.
- (3) An association shall be qualified to be registered under this article if it proves to the Council that it has a membership of at least ten registered teachers and that it conforms with

Trade union in article 26 vs Association of teachers in article 34



Time Frames

Teacher contracts (when definite) typically span a time frame of (EXAMPLE) one school year or calendar year/s. On the other hand, indefinite contracts continue until terminated.

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

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



Features

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

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

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



Considerations

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

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

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



I.D. No.

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

Dear

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

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

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

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

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

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

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

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

Yours faithfully,

.....
Director HR MEDE

I.D. No.

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

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

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

N.I. _____ Mob: _____ Tel: _____

Teaching Qualification: _____

E-mail: _____

or

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

or

☐ I refuse the appointment of Teacher

Signature

Date



Teacher employment contracts should include these 10 points:

1). Number of hours

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

2). Classroom requirements

Degree in education / teaching certification / other qualification.

3). Professional Development Opportunities

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

4). Communication Methods with Parents and Students

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



5). Behavior Expectations

Establish classroom rules and expectations. Specific about consequences

6). Grading Criteria

How assignments / work is collected and when.

7). Parental Visits

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

8). Substitute Teachers Section

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



9). Professional Growth Opportunities

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

10). Job Security

Correct language to include about what happens if terminated.

Severance package / Security of tenure (after probationary period)



1) Employment contracts for teachers

- **Basic Components:**

- Duration of employment (typically annual or continuing)
- Salary and pay schedule
- Teaching assignment/position
- Work hours and calendar days
- Benefits (health insurance, retirement, sick leave)

- **Important Terms:**

- Probationary Period: New teachers typically serve 2-3 years probation before eligibility for tenure
- Professional Development requirements
- Performance evaluation procedures
- Disciplinary procedures
- Grievance process

- **Key Rights:**

- Due process rights before termination
- Right to union representation
- Right to negotiate working conditions
- Protection from arbitrary dismissal

- **Common Contract Provisions:**

- Class size limits
- Planning time
- Extra duty assignments
- Transfer procedures
- Leave policies (sick, personal, professional)

2) Collective Bargaining Agreements (CBAs) for teachers:

- Negotiations Process

- Teachers' union negotiates with school / college / department
- Mandatory bargaining topics include wages, hours, working conditions
- Usually occurs every 2-4 years
- Both sides must bargain in "good faith"

- Economic Provisions

- Salary schedule based on education/experience
- Step increases
- Health insurance contributions
- Retirement benefits
- Extra duty/supplemental pay
- Tuition reimbursement

- **Working Conditions**

- Class size maximums
- Preparation time
- Duty-free lunch periods
- Length of workday/year

- **Protection Clauses**

- Just cause for discipline
- Progressive discipline steps
- Grievance procedures
- Layoff/recall rights
- Fair evaluation procedures

- **Union Rights**

- Release time for union business
- Access to school facilities
- Right to union information
- Right to represent members



3) Termination Types:

- Non-renewal

- Must provide notice by statutory deadline
- Probationary teachers can often be non-renewed without cause
- Tenured teachers require just cause
- Usually requires department/ school/ board approval

- For Cause Termination

- Common justified reasons:
- Incompetence/poor performance
- Insubordination
- Immoral conduct \ Criminal activity
- License \ Warrant revocation
- Reduction in force (RIF)

- **Required Procedures:**

- ❑ **Due Process Rights**

- Written notice of charges
 - Right to a hearing
 - Right to representation
 - Right to present evidence
 - Right to appeal

- ❑ **Progressive Discipline**

- Verbal warning
 - Written warning
 - Improvement plan
 - Suspension
 - Termination

- **Contract Renewal:**

- ❑ **Automatic Renewal**

- Many contracts auto-renew unless notice given
 - Deadlines for non-renewal notice vary by state
 - Some require action by both parties

- ❑ **Modification Process**

- Changes in assignment
 - Salary adjustments
 - Updated terms/conditions
 - Must be mutually agreed upon

4) Key Tenure Elements:

- Acquisition of Tenure
 - Usually granted after 3-4 years probationary service
 - Must meet performance standards
 - Requires recommendation/board approval
 - Some states require specific certification
 - Must be in tenure-track position
- Tenure Protections
 - Due process rights before dismissal
 - Can only be fired for just cause
 - Right to notice and hearing
 - Continuous employment rights
 - Protection from arbitrary dismissal
 - Right to appeal termination decisions

- **Limitations on Tenure**

- Does not guarantee specific position
- Can be terminated for legitimate reasons
- Subject to RIF (Reduction in Force)
- Must maintain warranting/licensure/certification
- Must meet performance standards

- **Country / States Variations**

- Different probationary periods \ standards for earning tenure
- Different procedural requirements
- Different appeal processes

- **Rights During RIF** (Reduction in Force)

- Usually based on seniority \ Recall rights
- Bumping rights over non-tenured teachers
- Priority for new positions
- Transfer rights to open positions

5) Teachers' Contractual Duties and Responsibilities:

- Instructional

- Lesson planning and preparation
- Curriculum implementation
- Student assessment/grading
- Differentiated instruction \ Following IEPs, etc
- Maintaining records

- Professional

- Attendance/punctuality
- Faculty meetings
- Professional development
- Parent conferences
- Record keeping & certification maintenance

- **Supervisory**

- Classroom management
- Student supervision (hallway, lunch, etc.)
- Safety protocols
- Reporting abuse/neglect
- Emergency procedures
- Field trip supervision

- **Administrative**

- Attendance records
- Grade reporting
- Required documentation
- Communication logs
- Inventory management
- Budget compliance



- **Extra Duties**

- Committees' participation
- Extracurricular supervision
- Bus/canteen duty
- Parent communication
- Department meetings
- School events

- **Ethical Responsibilities**

- Student confidentiality
- Professional conduct
- Mandated reporting
- Social media policies
- Appropriate relationships
- Department policy compliance

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