



**Collective Agreement**

**For**

**Employees in the Public Service**

**Effective 1st January, 2005**

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## **1. Preamble**

1.1 Conscious of the improved conditions of service of public officers, emanating from past Collective Agreements;

and

recognising that the established arrangement of negotiating a Collective Agreement at regular intervals is conducive to industrial stability and competitive levels of compensation;

it is the intention and purpose of the parties to this Collective Agreement:

- (a) to acknowledge the conditions characterising the economy on a national scale and to include measures which contribute towards the long term development of Malta and the Public Service;
- (b) to sustain harmonious industrial relations between the Government of Malta, the employees in the Public Service and their respective Unions;
- (c) to enhance the range and quality of the public services to the Government and the people through the improved productivity of public officers; and
- (d) to maintain the improved conditions of employment and the well-being of the employees in the Public Service;

accordingly, the parties to this Agreement have agreed to the following clauses forming part of this Agreement.

## **2. Definitions**

2.1 For the purpose of this Agreement:

- (1) "Agreement" means this Collective Agreement for employees in the Public Service entered into between the Government of Malta and the Unions representing employees in the Public Service effective 1st January, 2005;
- (2) "Consultation" has the same meaning as is assigned to it in the context of the Constitution of Malta and includes the process of dialogue and exchange of views between the Unions and the Employer in a manner which allows the Unions to express their position on measures envisaged by the Employer;
- (3) "Employer" means the Government of Malta;

(4) The term "Employee" or "Employees", wherever used in this Collective Agreement, mean all public officers in the Public Service covered by this Collective Agreement; and,

(5) "Unions" means the:

General Workers Union  
Malta Union of Midwives and Nurses  
Malta Union of Professional Psychologists  
Malta Union of Teachers  
Union Haddiema Maghqudin

### **3. Gender**

3.1 Words importing the masculine gender shall include females.

### **4. Future Legislation**

4.1 The Employer and the Unions agree that any benefits derived from this Agreement will not be additional to any similar benefits stipulated by Law, or by the enactment of legislation during the period of validity of this Agreement provided that the employee shall receive the benefit which is more advantageous to the employee.

### **5. Management of Business**

5.1 Without prejudice to the provisions of this Agreement, the management of the business and the operations in general of the Employer and the authority to execute all the various duties, functions and responsibilities incidental thereto are vested in the Employer.

5.2 (a) The Employer and the Unions agree to encourage the prompt and amicable resolution of any differences. Whatever practice or agreement existed prior to the difference shall continue to operate pending settlement.

(b) Without prejudice to any mechanism available at Law for the reconciliation of disputes, the Employer and the Unions agree that a conciliatory structure should be put in place, composed of a Chairman and two members all three appointed by Government in consultation with the Unions. Conciliation meetings will take place after an industrial dispute is declared by the Union. Both parties shall endeavour to use this conciliatory structure before any industrial action is resorted to by the Unions.

5.3 The Employer shall ensure the full compliance with all work practices by its employees.

## **6. Term of Agreement**

- 6.1 This Agreement shall remain in effect until 31st December, 2010.
- 6.2 (a) The Employer and the Unions shall commence discussions on issues in this Agreement not having financial implications in March 2007 and any agreement thereto shall come into effect on 1st January, 2008.
- (b) The existing discussions with the relevant unions regarding outstanding sectoral issues shall be continued notwithstanding the entry into force of the new Collective Agreement.
- 6.3 Negotiations in respect of the next Collective Agreement, effective 1st January, 2011, will commence in March 2010. During negotiations and until a new Agreement is signed, the conditions laid out in this Agreement shall remain in force.

## **7. Improved Conditions**

- 7.1 The Employer and the Unions recognise the importance of Government's objectives in its social economic plans including full employment, quality and productivity at work, social cohesion, human capital development in an inclusive labour market. Parties agree that in accordance with these objectives every effort will be made to implement measures which ensure enhanced efficiency, improved skill levels and greater inclusiveness.
- 7.2 The Management and Personnel Office together with the Ministries and Departments will support and encourage initiatives that:
- promote and maintain a high degree of physical, mental, and social well being of public officers in all occupations;
  - further the participation of female employees, in particular in the professional, vocational and managerial grades;
  - enhance as far as possible the status of disabled employees and through reasonable accommodation continue to facilitate their entry and opportunities for advancement in the Public Service. Government departments will endeavour to ensure that all premises are accessible to disabled employees.
- 7.3 In accordance with Government policy to continue to promote family friendly measures which enable employees to combine their work and family responsibilities, the Employer shall introduce more flexible parameters in the utilisation of unpaid parental leave and reduced hours as follows provided that, in consonance with existing practices, the applicability of this clause shall be subject to the exigencies and nature of the functions of the different departments as established in the Public Service Management Code:

- (a) public officers shall be allowed one (1) year unpaid parental leave to take care of their own children who are under six (6) years of age. This leave may be availed of in respect of each child. They shall be able to choose to utilise 3, 6, or 9 months instead of the whole 12 months period. The one-year leave may be shared by both parents who must declare their option when they apply for leave. Any outstanding leave not utilised may not be availed of at a later date;
- (b) in addition, public officers shall be allowed a once only maximum period of five (5) years unpaid parental leave, instead of the current once only three (3) years maximum, to be utilised either as a whole period or reduced by multiples of 3 months to take care of their own children who are under six (6) years of age. If the five (5) years are not availed of in one whole period, the balance may only be taken for the care of another child/children. Leave taken from this entitlement of five (5) years may be shared by both parents, in respect of each child. The periods of leave to be taken must be declared, and any changes may only be made by giving 3 months' notice;
- (c) public officers who are in the course of a period of unpaid parental leave or public officers who would, if they applied, have been entitled to parental leave shall be allowed to work on a reduced time-table until the child reaches the age of twelve (12) years.
- (d) the term child/children mentioned in paragraphs (a) (b) and (c) above refers to both natural and adopted child/children.

## **8. Flexibility**

- 8.1 The Employer shall continue to facilitate the implementation of existing flexibility measures and to further explore the possible introduction of other cost effective flexibility arrangements such as flexitime, job sharing and teleworking, as and where feasible and appropriate.
- 8.2 The Employer and the Unions recognise the need of flexibility in work schedules and staff deployment in order to ensure the effective and efficient delivery of service, and in order to achieve this objective;
  - (a) the Employer shall take effective steps to introduce new schedules according to the exigencies of the Service. Such steps in particular shall be taken where public services to the business and tourism sectors are involved;

and

- (b) changes with respect to appropriate work schedules to be adopted by the Employer in particular Ministries, Divisions, Departments or Units shall be thoroughly

discussed between the Employer and the Union/Unions concerned for at least six months before such changes are introduced and brought into force.

Without prejudice to the above, the Employer or the Union may request the assistance of the conciliatory structure established under Clause 5.2 (b) not earlier than three months after the initiation of such discussions to mediate any difference that might arise.

The Unions shall not be precluded from taking those actions permitted by law that they may deem fit following the conclusion of the discussions referred to above in this paragraph.

8.3 In those areas in the Public Service where the Employer identifies cases of under employment, the Employer and the Unions recognise the continuing and increasing need to lend support to retraining and multi-skilling initiatives. In this context the Employer, following consultation with the Unions, may deploy employees in the Public Service and/or public sector as required within the parameters of their appointment on different work schedules and different areas of work according to operational requirements and to specific assignments.

8.4 The Employer and the Unions agree to introduce modern mechanical and/or electronic systems for the purpose of security, recording attendance, salary computation and audit trails. Where such systems are introduced in a particular place of work, all employees therein shall be required to make use of such systems. The Employer shall endeavour to introduce these systems in all its places of work by 31st December, 2007 but not later than 31st December, 2010.

## **9. PPP Initiatives**

9.1 The Employer will explore opportunities with a view to putting in practice other Public Private Partnership projects or other similar initiatives. Parties agree that the terms and conditions of employees deployed on such projects, as shown in Appendix I, will serve as the basis for further consultation prior to the implementation of new projects.

## **10. Vacation Leave**

10.1 With effect from 1st January, 2006 every employee shall be entitled to paid annual leave of the equivalent in hours of four weeks and four working days calculated on the basis of a forty-hour working week, and an eight-hour working day (that is, on the basis of 192 hours) exclusive of the intervals for breaks, meals and rest:

Provided that in cases where the average weekly working time, calculated on the basis of a reference period of seventeen weeks, is below or exceeds forty hours per week, the annual leave entitlement in hours, irrespective of the number and duration of weekly attendances, shall be adjusted accordingly as a percentage of the said 192 hours on the basis of the following equation;

$$\frac{\text{average hours worked per week}}{\text{40 hours}} \quad \times 192 \text{ hrs}$$

10.2 Notwithstanding the provisions of the preceding paragraph, a serving public officer, who on the 31st December 2005 was working on a shift roster in a particular Division/Department, shall continue to enjoy on a personal basis the present leave entitlement equivalent in hours on the particular shift roster on which the serving officer is currently deployed and this provision shall continue to apply as long as the serving officer is deployed on such rosters within the same Division/ Department where he/she is currently serving. The provisions of this clause cannot be used as a precedent for work practices not covered by this paragraph.

10.3 The leave entitlement of employees is to be availed of in whole days/attendances computed in hours:

Provided further that employees may avail themselves of shorter absences up to a maximum of 32 hours and a minimum of 4 hours at a time (8 absences of 4 hours, or lesser absences of more hours).

10.4 The pro rata leave entitlement of employees on reduced hours shall be computed in hours on the basis of paragraph 10.1.

## **11 Sick Leave**

11.1 The Employer and the Unions, having considered that the 'pre-retirement leave' concession did not achieve the desired reduction in sick leave, agree that the scheme introduced with effect from 1st January, 1999, will be revised as follows with effect from 1st January, 2006:

11.2 Employees would be entitled to avail themselves of unutilised sick leave on full pay as "pre-retirement leave" on the basis of one (1) day's leave for every four (4) of unutilised sick leave, immediately preceding their retirement from the service on reaching the age limit, provided that a period of "pre-retirement leave" must be continuous and cannot exceed a total of three (3) calendar months. Employees intending to avail themselves of such pre-retirement leave shall give three months advance notice to the Employer.

11.3 To qualify for "pre-retirement leave" employees will have to accumulate an average of fifteen (15) working days of unutilised sick leave per calendar year in employment. The maximum amount of unutilised sick leave which an employee will be entitled to accumulate for the purpose of this arrangement will be limited to seven (7) working days per calendar year (i.e. 1/4 of 28 days).

- 11.4 The conditions, as established in the Public Service Management Code, for officers on a Performance Agreement who avail themselves of pre-retirement leave shall continue to apply.

## **12 Classification and-Grading Structures**

- 12.1 The Employer and the Unions agree that the established benchmarks shall not be disturbed. The salary structures in the current Public Service Classification Agreements shall continue to respect these benchmarks.

## **13 Salaries**

- 13.1 The parties agree that salary scales payable to employees during the years 2005, 2006, 2007, 2008, 2009 and 2010 will be as shown in Appendix II to the Agreement.
- 13.2 The salary scales for the years 2006, 2007, 2008, 2009 and 2010 as shown in Appendix II are inclusive of any cost of living adjustments (COLA) which the Government may award in respect of these years. Provided that in the event that in respect of a particular year the COLA is more than Lml.50 per week (Lm78 per annum), employees not receiving the full equivalent of the COLA through the Collective Agreement increase shall receive the difference, for that particular year in the form of a cash payment. Provided further that the cash payment shall cease to be paid if the cumulative Collective Agreement increases, for the years prior the year a Collective Agreement increase is due, is greater or equal to the cumulative COLA for those same years.
- 13.3 Employees who entered the Service after 5th December, 2002, and are in salary scales 14 to 20 shall start to benefit from the new salaries, as shown in Appendix II, with effect from 1 st January, 2007.

COLLECTIVE AGREEMENT FOR PUBLIC SERVICE EMPLOYEES  
EFFECTIVE 1ST JANUARY, 2005

**For the Government**

**For the Unions**

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G Grima  
Principal Permanent Secretary

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J Attard Sultana  
Secretary  
Public Sector Section  
General Workers' Union

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P Zahra  
Permanent Secretary  
Ministry of Finance

---

R Cini  
President  
Malta Union of Midwives and Nurses

---

J Izzo  
Permanent Secretary  
Office of the Prime Minister

---

B Caruana  
President  
Malta Union of Professional Psychologists

---

J Bencini  
President  
Malta Union of Teachers

---

G Tanti  
President  
Union Haddiema Maghqudin

**Date:** 26<sup>th</sup> October 2005

**PUBLIC PRIVATE PARTNERSHIP SCHEME**

**Package for Public Officers**

*The following administrative arrangements are applicable for Public Officers deployed on Public Private Partnership Government projects. These arrangements make the necessary safeguards and provide for benefits and incentives as follows: -*

- Retention of all present and future rights to appointments in the Public Service, privileges, and pensionability arrangements;
- Guarantee of conditions of work no worse than those obtaining at present;
- Payment of basic salary guaranteed through linkage with the Treasury which will continue to compute and indemnify salaries;
- A flexibility bonus of 10% to 25% on basic salary may be paid by the Government for flexibility in working arrangements such as duties beyond those expected from the substantive grade, and for working to flexible timetables and outside established hierarchical structures. Guidelines for the award of bonuses will be drawn up;
- Cash bonuses may also be paid by the management of the partnership related to performance, responsibility and multitasking;
- Opportunities will be provided for retraining and reskilling;
- Participation in incentive schemes may be administered by the management of the partnership;
- Though the performance of an employee's substantive duties whilst on a PPP initiative on Government projects is mandatory, participation on projects of the private partner beyond the normal working week is voluntary;
- Assignment on higher duties for higher pay may be made by the management of the partnership on the basis of merit irrespective of grade structure and seniority, resulting in a changing and less rigid chain of command;
- Employees promoted following a PSC call may opt to remain in the new grade with the partnership;
- The management of the partnership may summarily deal with employees for minor misconduct as defined in the PSC Disciplinary Regulations 1999 and may also effect a reduction from allowances/bonuses payable over and above the basic salary;
- Serious breaches of discipline will continue to be dealt with under the PSC Disciplinary Regulations 1999;
- Vacancies already identified within a Unit immediately prior to its function migrating to private management under a PPP project, will be proceeded with subject to parameters. If the vacancy is filled by an employee from outside the Unit, the appointment will be subject to joining the Unit under private management. Vacancies arising within the Unit through wastage, promotion, etc during the course of the Project will be filled in the usual manner;
- Employees who perform satisfactorily in a grade higher than the substantive grade for a period of ten years will, apart from the higher remuneration associated with the higher duties, be also awarded a salary scale higher than that to which the employee is entitled by virtue of the substantive grade, on a personal basis;
- If the partnership ceases to operate, the employee will return to the Public Service in the substantive grade.

*APPENDIX II*

**SCHEDULE OF SALARIES APPLICABLE TO PUBLIC OFFICERS FOR YEARS 2005 to 2010**

<b>Scale</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>
1	Lm13,522	Lm13,697	Lm14,102	Lm14,847	Lm15,610	Lm16,392
2	Lm 12,470	Lm12,631	Lm13,004	Lm13,683	Lm14,379	Lm 15,092
3	Lm11,420	Lm11,567	Lm11,908	Lm12,521	Lm 13,149	Lm 13,793
4	Lm10,370	Lm10,503	Lm10,811	Lm11,359	Lm11,919	Lm12,493
5	Lm7,521 x 275 - Lm9,171	Lm7,638 x 275 - Lm9,288	Lm7,910 x 275 - Lm9,560	Lm8,383 x 275 - Lm10,033	Lm8,868 x 275 - Lm10,518	Lm9,363 x 275 - Lm11,013
6	Lm7,039 x 256 - Lm8,575	Lm7,148 x 256 - Lm8,684	Lm7,402 x 256 - Lm8,938	Lm7,836 x 256 - Lm9,372	Lm8,281 x 256 - Lm9,817	Lm8,736 x 256 - Lm10,272
7	Lm6,611 x 228 - Lm7,979	Lm6,713 x 228 - Lm8,081	Lm6,948 x 228 - Lm8,316	Lm7,345 x 228 - Lm8,713	Lm7,752 x 228 - Lm9,120	Lm8,167 x 228 - Lm9,535
8	Lm6,211 x 209 - Lm7,465	Lm6,306 x 209 - Lm7,560	Lm6,526 x 209 - Lm7,780	Lm6,890 x 209 - Lm8,144	Lm7,263 x 209 - Lm8,517	Lm7,644 x 209 - Lm8,898
9	Lm5,841 x 192 - Lm6,993	Lm5,930 x 192 - Lm7,082	Lm6,135 x 192 - Lm7,287	Lm6,471 x 192 - Lm7,623	Lm6,814 x 192 - Lm7,966	Lm7,165 x 192 - Lm8,317
10	Lm5,507 x 175 - Lm6,557	Lm5,590 x 175 - Lm6,640	Lm5,782 x 175 - Lm6,832	Lm6,090 x 175 - Lm7,140	Lm6,405 x 175 - Lm7,455	Lm6,726 x 175 - Lm7,776
11	Lm5,193 x 161 - Lm6,159	Lm5,271 x 161 - Lm6,237	Lm5,451 x 161 - Lm6,417	Lm5,734 x 161 - Lm6,700	Lm6,023 x 161 - Lm6,989	Lm6,318 x 161 - Lm7,284
12	Lm4,889 x 152 - Lm5,801	Lm4,967 x 152 - Lm5,879	Lm5,136 x 152 - Lm6,048	Lm5,395 x 152 - Lm6,307	Lm5,659 x 152 - Lm6,571	Lm5,928 x 152 - Lm6,840
13	Lm4,599 x 144 - Lm5,463	Lm4,677 x 144 - Lm5,541	Lm4,836 x 144 - Lm5,700	Lm5,072 x 144 - Lm5,936	Lm5,313 x 144 - Lm6,177	Lm5,559 x 144 - Lm6,423
14	Lm4,331 x 136 - Lm5,147	Lm4,409 x 136 - Lm5,225	Lm4,558 x 136 - Lm5,374	Lm4,770 x 136 - Lm5,586	Lm4,987 x 136 - Lm5,803	Lm5,208 x 136 - Lm6,024
15	Lm4,099 x 128 - Lm4,867	Lm4,177 x 128 - Lm4,945	Lm4,316 x 128 - Lm5,084	Lm4,502 x 128 - Lm5,270	Lm4,690 x 128 - Lm5,458	Lm4,882 x 128 - Lm5,650
16	Lm3,924 x 97 - Lm4,603	Lm4,002 x 97 - Lm4,681	Lm4,133 x 97 - Lm4,812	Lm4,292 x 97 - Lm4,971	Lm4,453 x 97 - Lm5,132	Lm4,617 x 97 - Lm5,296
17	Lm3,725 x 90 - Lm4,355	Lm3,803 x 90 - Lm4,433	Lm3,926 x 90 - Lm4,556	Lm4,061 x 90 - Lm4,691	Lm4,198 x 90 - Lm4,828	Lm4,337 x 90 - Lm4,967
18	Lm3,544 x 82 - Lm4,118	Lm3,622 x 82 - Lm4,196	Lm3,737 x 82 - Lm4,311	Lm3,847 x 82 - Lm4,421	Lm3,959 x 82 - Lm4,533	Lm4,072 x 82 - Lm4,646
19	Lm3,366 x 77 - Lm3,905	Lm3,444 x 77 - Lm3,983	Lm3,552 x 77 - Lm4,091	Lm3,642 x 77 - Lm4,181	Lm3,733 x 77 - Lm4,272	Lm3,825 x 77 - Lm4,364
20	Lm3,197 x 73 - Lm3,708	Lm3,275 x 73 - Lm3,786	Lm3,353 x 73 - Lm3,864	Lm3,431 x 73 - Lm3,942	Lm3,509 x 73 - Lm4,020	Lm3,587 x 73 - Lm4,098