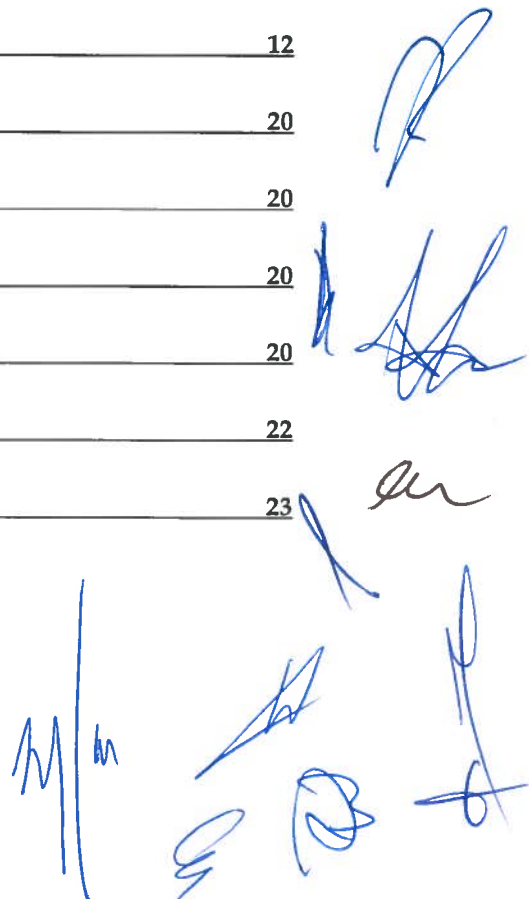


COLLECTIVE AGREEMENT
FOR EMPLOYEES
IN THE PUBLIC SERVICE

EFFECTIVE:
01ST JANUARY, 2011 – 31ST DECEMBER, 2016

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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 and improve the 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. Introduction

2.1 The Government and the Unions affirm that this Agreement is a contract that legally binds the parties concerned.

2.2 It is agreed by the signatories of this Agreement that this agreement is to be construed and interpreted in accordance with the provisions of the Public Administration Act (PAA), the Public Service Management Code (PSMC), Sectoral Agreements and other emanating agreements thereof that are in force from time to time.

2.3 Any reference to the law that is not a reference to a specific law or other instrument with the force of law shall be deemed to be a reference to the Employment & Industrial Relations Act (Cap 452) and any subsidiary legislation or other instrument with the force of law issued there under from time to time or to any legislation or instrument with the force of law that substitutes for, adds to or amends this Act.

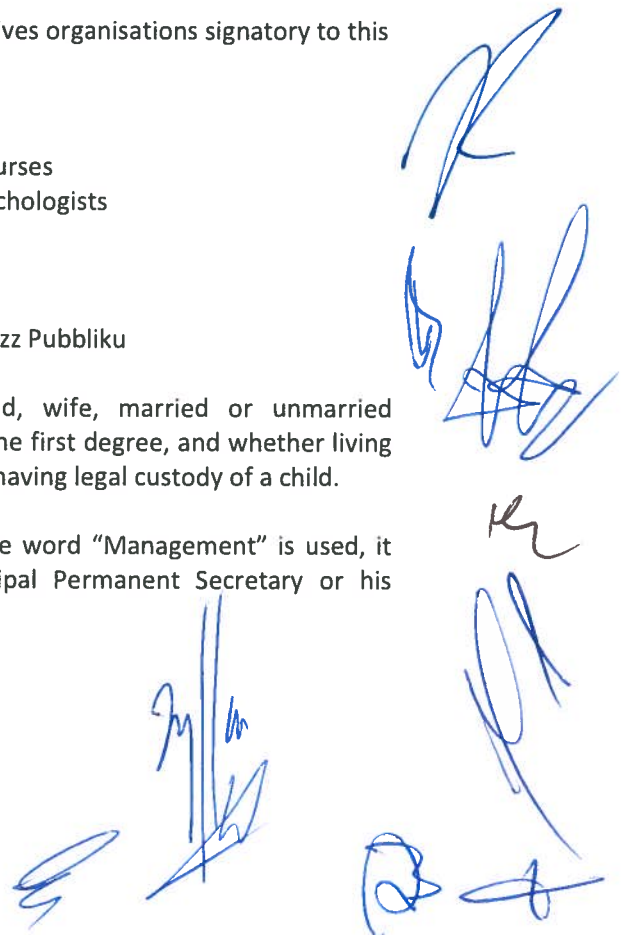
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- 2.4 The Employer and the Unions agree that the benefits stipulated in this Agreement are not additional to any similar benefits stipulated by Law, or by the enactment of legislation or as provided for by the respective Sectoral Agreement during the period of validity of this Agreement provided that the employee shall receive the benefit which is more favourable to the employee.

3. Definitions

3.1 For the purpose of this Agreement:

- a. "Agreement" means this Collective Agreement for employees in the Public Service entered into between the Government of Malta and the Unions signatories to this agreement which shall come into effect as from 1st January, 2011;
- b. "Consultation" means the exchange of views and establishment of dialogue between the employees' representatives and the employer (Legal Notice 10 of 2006).
- c. "Employer" means the Government of Malta;
- d. The term "Employee" or "Employees", wherever used in this Collective Agreement, means all public officers in the Public Service in salary scales between 1 and 20 covered by this Collective Agreement. Employees in Salary Scale 1-4 shall be considered as Managerial posts, where applicable.
- e. "Unions" means the employee representatives organisations signatory to this Agreement, i.e.:
 - General Workers' Union
 - Malta Union of Midwives and Nurses
 - Malta Union of Professional Psychologists
 - Malta Union of Teachers
 - Medical Association of Malta
 - Union Haddiema Magħqudin
 - Union Periti u Inġiniera tas-Servizz Pubbliku
- f. "Immediate Family" means the husband, wife, married or unmarried children, as well as family relations up to the first degree, and whether living in the same household or not and persons having legal custody of a child.
- g. Whenever in this Collective Agreement the word "Management" is used, it shall be interpreted to mean the Principal Permanent Secretary or his authorised representatives.

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- h. "Working-Day –days –hours" for the purpose of notice of industrial action shall mean such day/s/hours as are worked by the central administration of the Government and for this purpose days of shut-down, Saturdays, Sundays and Public Holidays shall not be considered as working days.
- i. "Union Official" shall mean those officers who are nominated by the Union from time to time and about whom the Employer is informed about in an adequate timeframe.
- j. Employees – if any – on a part-time basis who are entitled to pro rata benefits in terms of the law shall benefit from the provisions of this Agreement on a pro rata basis and shall be subject to all applicable procedures and shall be considered as forming part of the work-force for the purposes of Union recognition.
- k. Employees – if any – on a whole-time with reduced hours basis shall form part of the work-force for Union recognition purposes and shall benefit from the rights conferred by this Agreement and be subject to the obligations thereof on a pro rata basis where applicable in accordance with the law.
- l. Words importing the masculine gender shall include the female gender.
- m. Sectoral Agreements shall refer to an agreement between the employer and the respective Union/s of a particular class concerning conditions, mostly on career progression and entry requirements and other specific conditions, in a particular class.
- n. Any reference to disciplinary procedures for Public Officers means PSC disciplinary procedures in force from time to time.

4. Management of Business

- 4.1 Without prejudice to the provisions of this Agreement, the management of the business, deployment of staff 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.
- 4.2 The Employer shall ensure the full compliance with all work practices by its employees.

5. Term of Agreement

- 5.1 This Agreement shall remain in effect until 31st December, 2016 and covers all employees as defined in 3.1(d) hereof be they employed on an indefinite or definite contract, full time or part time irrespective of whether employee works on reduced

hours or on other family friendly measures.

- 5.2 Negotiations in respect of the next Collective Agreement, effective 1st January, 2017, will commence in March 2016. During negotiations and until a new Agreement is signed, the conditions laid out in this Agreement shall remain in force.

6. Union Recognition – Collective Agreement

- 6.1 For the purpose of this collective agreement and its duration thereof, Government recognises the Unions signatory to this agreement as the only organisations with which it shall negotiate collectively regarding and in the name of the employees covered by this agreement.

6.1.1 The Government shall ensure that there shall be no discrimination or intimidation in favour of or against employees because of membership or non-membership in the Union, and undertakes to give reasonable necessary assistance to the Union officials to exercise their legitimate functions under this agreement, provided that the operations of the Government shall not be impeded.

6.1.2 The Union shall immediately inform the Management, in writing, of the names of the employees appointed as its official representatives and of any other Union representative and keep this information up to date as applicable.

7. Union Recognition – Sectoral Agreements

For all intents and purposes of sectoral agreements, signatories to this agreement hereby agree that:

- 7.1 In cases where a class of employees is not regulated by a sectoral agreement, a Union may put forward a request to represent the said employees given that they represent the majority of these employees (50%+1). Following such a claim by a union, a verification exercise as described below is to be carried out:
- i. The Director for Industrial and Employment Relations (DIER) shall be entrusted to verify the request put forward by the Union claiming recognition.
 - ii. Following a result where it is declared that the union represents the majority of these employees (50%+1) the Management may award recognition.
 - iii. If on the other hand it does not result that the union putting forward the claim does not represent the majority (50%+1) the status quo

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shall prevail. In such circumstance, same recognition cannot be claimed again within a period of one year from the same Union.

7.2 Without prejudice to clause 7.3 in cases where a class of employees is already regulated by a sectoral agreement, its original signatories shall be respected for all intents and purposes of the same sectoral agreement.

7.3 Any Union may request sole recognition for any sectoral agreement presently in force. In order to do so the Union claiming recognition needs to provide sufficient hard evidence to the DIER in the form of membership forms and or equivalent verifiable documentation of membership to substantiate its claim that it represents at least 50%+1. Prior to notifying DIER, the Management shall inform the party/parties signatory to the original sectoral agreement. In such circumstance the following shall apply:

- i. In this case the DIER shall be requested to verify only the request put forward by the Union claiming recognition.
- ii. If it results that the Union claiming recognition does not represent the majority (50%+1) of the said employees, the status quo shall prevail.
- iii. In cases where there is more than one Union signatory to the agreement in question the status quo shall only prevail if none of the Unions signatory to the agreement have more than 50% of employees as members.
- iv. If it results that the Union claiming recognition represents the majority (50%+1) of the said employees, the other Union/s involved in the agreement concerned shall be notified accordingly and a further verification process will be undertaken using a secret ballot system. If after this process it results that a Union represents the majority of the said employees (50%+1) that Union shall be awarded sole recognition.

7.4 In any circumstance, recognition for the same class cannot be claimed again within a period of one year from the same Union.

8. Disagreement on the Operation and/or Interpretation of Agreement

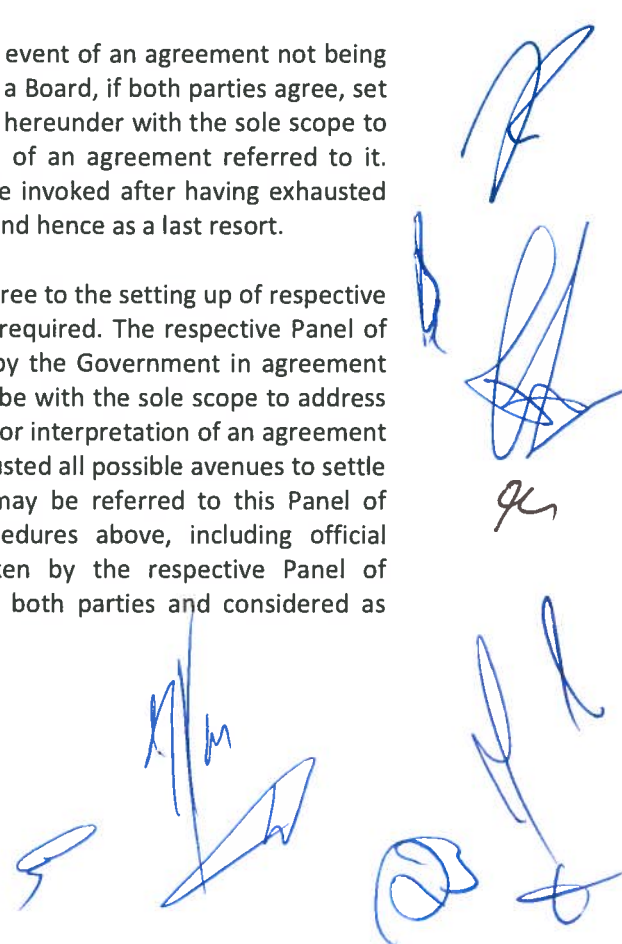
8.1 The Employer and the Unions agree that the interpretation and/or operation of this agreement and all interaction between them should be carried out in such a manner as to promote harmony. The same provisions apply in cases of interpretations, implementation, negotiations and all interaction between them with regard to any sectoral agreement.

8.2 When there is disagreement between the Employer and the Unions, or a particular Union, on the manner in which any 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, to ensure that the disagreement is

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settled in adequate timeframes to the satisfaction of both parties, and to further strengthen and facilitate the relations between the Employer and the Union/s:

- a. The Employer and the Union/s are to meet to discuss and resolve the dispute/issue. Should no discussions be held, or should these discussions fail to settle the dispute/issue at hand, the Union has the right to formally notify the respective Permanent Secretary of the unresolved matter. The Permanent Secretary shall be obliged that within five (5) days to chair a meeting between both parties. If agreement is not reached either party may refer the dispute/issue to the established conciliation mechanism after all attempts for discussions of negotiations have failed with the Permanent Secretary concerned.
- b. Without prejudice to any mechanism available at Law for the reconciliation of disputes, the Employer and the Unions agree to the conciliatory structure composed of a Chairman and two members, all three appointed by Government in agreement with the Unions. Conciliation meetings will take place after an industrial dispute is declared as indicated in this section. Such appointments shall be made within one month of signing of this agreement.
- c. The conciliation mechanism can be invoked by either party. When the Union is to invoke this process, it is to write to the respective Permanent Secretary to ensure that the mechanism is invoked. In the case of conciliation being invoked by Management, the Union shall be informed accordingly. Within 15 days the Conciliation process should commence, which conciliation should not take any longer than two (2) months to submit the report.
- d. Following the procedures above, in the event of an agreement not being reached the matter shall be referred to a Board, if both parties agree, set up in accordance with clauses (i) to (iv) hereunder with the sole scope to address any disputes or interpretation of an agreement referred to it. This Panel of Arbitrators should only be invoked after having exhausted all possible avenues to settle amicably and hence as a last resort.
 - i. The Employer and the Unions agree to the setting up of respective Panel of Arbitrators as may be required. The respective Panel of Arbitrators shall be appointed by the Government in agreement with the Union. The setup shall be with the sole scope to address any industrial relations disputes or interpretation of an agreement referred to it, after having exhausted all possible avenues to settle the issue amicably. A matter may be referred to this Panel of Arbitrators following the procedures above, including official conciliation. The decisions taken by the respective Panel of Arbitrators shall be binding on both parties and considered as final.

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- ii. Any decision or award made by the Panel of Arbitrators shall be binding on both parties, on the workers represented in the dispute, and the workers affected by it, provided that it shall not be open to either of the parties to seek by unilateral action or a reversion of any award or decision of the Panel of Arbitrators before the expiration of at least one year from the date of such an award or decision.
- iii. This board shall be composed of a Chairman and two members, all three appointed by Government in agreement with the Unions. Within fifteen (15) days the board should be convened and which arbitration process should not take any longer than two (2) months to submit the report.
- iv. Such appointments shall be made within one (1) month of signing of this agreement.
- e. Prior to taking industrial action that is not in breach of any legal provisions and of this agreement, the party taking such action is to notify the other with not less than three (3) working days notice in writing.
- f. Without prejudice to the above, in instances where:
 - i. Management issues instructions with immediate effect, without consulting the Union/s and which directly affect employees' working conditions; and
 - ii. In the event of a clear and present danger to health and safety of an employee/s at the place of work;

the Union reserves the right to take immediate remedial action as provided by at Law.

The Management reserves the right to take remedial action, including seeking legal action, in a competent court of law, when it is of the opinion that the conditions set out in article 8.2(f)(ii) above have been abused.

- g. No-one except Union officials may give directives concerning industrial action to employees. Such directive shall be communicated in writing to management.
- h. Prior to any stoppage the Union shall as far as reasonably possible cooperate to permit work that is required to protect the property and equipment of the Employer.
- i. Employee Union representatives (shop stewards) shall not have any pay reduction in respect of time away from work to participate in the

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procedure above, provided that permission has been sought from their superiors which permission shall only be refused for serious reasons.

- j. Clause 8 shall be reviewed if either party submits an official request for its reconsideration within twelve (12) months of the signing of this Agreement.

9. Unofficial Industrial Action

- 9.1 Employees who take industrial action on their own initiative will be in breach of this Agreement.
- 9.2 Employees who take such industrial action shall be subject to disciplinary action, in accordance with disciplinary regulations.
- 9.3 No-one except Union officials may give directives to employees to take or refrain from taking industrial action. For the avoidance of misunderstanding, a shop steward or member of the Union committee is not considered to be a Union official.

10. Confidentiality

- 10.1 The relationship between Employer and Employee should be one that promotes loyalty, confidentiality and respect.
- 10.2 Without prejudice to any legislation no-one may at any time give information to any person, company, corporation or organisation of any type except in the normal course of their duties and as requested by the Employer for the proper execution of the work of the Employer or as a result of a lawful order from a competent body that has statutory rights to require the disclosure of information to it.
- 10.3 Employees who do not observe this obligation of confidentiality shall be subject to disciplinary procedures which may lead to dismissal.
- 10.4 This provision shall not be considered to replace any other confidentiality obligation that an employee may be requested to undertake because of the nature of his duties/responsibilities.

11. Improved Conditions

- 11.1 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

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levels and greater inclusiveness.

- 11.2 The Public Administration Human Resource Office (PAHRO) 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.
- 11.3 In particular the PAHRO notes the need for constant restructuring and modernisation in several areas. Therefore conscious of the EU 2020 strategy the public sector, qua the largest employer, strives to be a model employer and as a result needs to:
- Attract and retain more personnel with institutional knowledge in its employment; and
 - Modernise the work force; and
 - Improve adaptability of workers; and
 - Increase investment in human capital through better education and skills, in particular through the Centre for Development Research and Training.
- 11.4 Through the 'Employee Support Programme for Public Employees' (ESP), a project partly funded by EU funds under the European Social Fund Cohesion Policy 2007- 2013, PAHRO will continue to support the business of Government by offering the necessary awareness and support on psycho-social or disability issues that may affect employees (PAHRO Circular 8/2011). This programme is accessible to all employees across the Public Administration, and will strive to be successful in the following matters:
- The ESP aims to identify and respond to the needs of employees experiencing personal, emotional and/or behavioural problems which are interfering with their work-life balance.
 - This will enable employees to be healthier, more productive, able to contribute better to their place of work and to assist the general public.
 - The Programme is designed to deal with a broad range of difficulties such as work-related stress, mental health difficulties and emotional stress, marital and family concerns, bereavement and terminal illness, addictive behaviours, and disability issues.
 - Through the partner organisation and their qualified professionals, the ESP provides confidential assessment and referral as well as short term support in the above-mentioned fields.

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11.5 The parties agree that the age capping in article 5.4 regarding Reduced hours of the PSMC is to be increased to "sixteen years". The parties are aware that management may need advance notice that a parent will be applying for reduced hours and/or applying to continue working on reduced hours in terms of this clause. The parties acknowledge that management, having proposed this increase, will do its utmost to entertain requests whilst ensuring minimal disruption at the office. In those cases where a request cannot be entertained with immediate effect, the line management and the employee, who may be represented by a union official are to endeavour to find a reasonable solution.

12. PPP Initiatives

12.1 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.

13. Conditions of Work

13.1 Resignations and Termination of Employment – Indefinite Contracts

Full-time Employees shall be subject to the following periods of notice of termination of employment:

- i. employed for more than one month but less than six months – 1 week
- ii. employed for more than six month but less than two years – 2 weeks
- iii. employed for more than two years but less than four years – 4 weeks
- iv. employed for more than four years or more – 8 weeks
- v. Or such longer periods as may be agreed by the employer and employee in the case of technical, administrative, executive or managerial posts.

13.1.1 Article 13.1 above shall come into effect six months after the signing of this Agreement.

13.1.2 An employee who wishes to resign from the service of the Government shall give not less than the notice specified above – or in accordance with any agreement made – and if such notice is not given the employee shall refund the Government according to law, which at this time requires that half the salary earned during the unelapsed period of notice shall be payable.

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13.1.3 Employees who resign from their incumbent to start a new employment within the Public Administration (including entities within the Public Sector) shall be subject to a 4 week notice period.

13.2 Definite Contracts

13.2.1 An employer who dismisses an employee (except following PSC disciplinary procedure) before the expiration of the time definitely specified by a contract of service, shall pay to the employee one-half of the full wages that would have accrued to the employee in respect of the remainder of the time specifically agreed upon.

13.2.2 An employee who abandons the service before the time definitely specified by the contract of service shall pay to his employer a sum equal to one-half of the full wages to which he would have become entitled if he had continued in the service for the remainder of the time so specifically agreed upon.

13.2.3 The provisions of Legal Notice 51 of 2007, and any amendments thereof, shall apply.

13.3 Hours of Work

13.3.1 Employees work an average of 40 hours per week annually or as otherwise stipulated in the respective Sectoral Agreement.

13.3.1.1 Employees who are to work on a shift basis which may result to be in excess of the average forty hours per week annually, shall continue to be compensated as regulated by PSMC and/or any sectoral agreement.

13.3.2 The Employer and the Unions recognise the need of flexibility in work schedules in order to ensure the effective and efficient delivery of service or to meet demands for new services, 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;

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/s concerned for a period not exceeding 4

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months. Such discussions shall be taken into account, during the decision making process, before such changes are introduced and brought into force, without prejudice to the Unions' rights.

13.4 Structured Mobility

13.4.1 The Employer and the Unions acknowledge that structured mobility offers to the employees the opportunity of exposure, experience and sustainable development while at the same time it addresses the various work exigencies and work practices of the different departments. 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.

13.4.2 The Employer shall establish a mechanism whereby structured mobility of non-specialised grades, whenever possible and appropriate, can be affected across the Public Service.

13.4.3 Whereas it is the prerogative of the Employer to design and implement the structured mobility, the Union/s concerned shall be consulted accordingly.

13.5 Flexi-Time

13.5.1 The Employer in particular Ministries, Divisions, Departments or Units may consider allowing its employees to work on a flexi-time system. By flexi-time it should be understood that the Management may approve requests from employees to work on flexi-time as long as:

- the hours of work requested shall satisfy all the number of hours of work that ought to be followed in a particular day;
- the service is not affected negatively;
- no extra cost shall be incurred to accede to such request.

This concession may be allowed at the discretion of the Management and always subject to work exigencies permitting.

13.5.2 An employee who would like to make use of the facility, has to submit a written request to the Management. Such a request has to be made one (1) month before the employee plans to start working under this system.

13.5.3 Whenever such requests are approved, they have to be covered by a written agreement in which the conditions under which such

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approval would be granted shall be listed amongst which the period for which such an approval is granted.

13.5.4 An employee who is granted permission to work on flexi-time shall be entitled for overtime pay only when and if he exceeds the normal weekly hours of work.

13.5.5 Due to work exigencies, the Management may temporarily / permanently suspend the concession after providing a valid reason and one month notice.

13.5.6 An employee who had been granted permission to work on flexi-time and would like to revert to normal working time schedule shall submit a written request to the Management which shall indicate the date from which such reversion shall be allowed if at all.

13.6 Vacation Leave

13.6.1 All employees shall be entitled to paid annual leave as provided for from time to time by law which currently stipulates an entitlement 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;

13.6.1.1 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:

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

13.6.2 This leave shall be taken in accordance with the exigencies of work and with prior approval of the Management.

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

13.6.4 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.

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

13.6.5.1 Provided further that employees, including those on reduced hours, may avail themselves of shorter absences up to a maximum of forty (40) hours and a minimum of one (1) hour at a time, subject to Management approval.

13.6.6 The pro rata leave entitlement of employees on reduced hours shall be computed in hours on the basis of paragraph 13.7.1.1.

13.7 Taking of Leave

13.7.1 It is expected that employees spread their leave over the whole year. The Employer shall abide by the legal regulations in force from time to time.

13.7.2 If the Employer is not satisfied with the rate at which leave is being taken it may order employees to take leave. However if an employee who has submitted repeated requests for vacation leave but approval was not granted because of work exigencies, the Employer shall not apply this provision.

13.7.3 No employee may, unless written approval has been given beforehand, leave more than five (5) days (forty hours) leave pending for the months of November and December.

13.7.4 Leave applications are to be made on the approved forms and in accordance with the procedures established by the Employer from time to time.

13.8 Health and Safety

13.8.1 While it is the Employer's duty to ensure the health and safety of its employees, it is also the duty of every employee to safeguard one's own health and safety and to cooperate with the employer and with the Workers' Health and Safety Representative/s on all matters relating to health and safety, and for this purpose, employees shall be

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obliged to follow any order, instruction, or direction issues for, on behalf of the Employer to safeguard health and safety.

13.8.2 A Health and Safety Representative/s shall be elected, chosen or otherwise by every Ministry. The Health and Safety Representative shall be consulted in advance and in good time by the Employer on matters which may affect occupational health and safety. The implementation of this clause shall be within one year of this signing of this Agreement.

13.8.3 The Employer at its own expense shall provide all necessary health and safety clothing/equipment. The clothing/equipment shall remain the property of the Employer.

13.8.4 Employees shall make careful use of the protective clothing/equipment supplied and avoid negligent damage thereto.

13.8.5 Employees who cause negligent or deliberate damage to health and safety clothing/equipment have to make good for the damage caused by having said expense deducted from their salary or be asked to refund such expenses. Apart from that they may be suspended immediately on half pay and be subject to disciplinary action.

13.8.6 Employees shall sign for clothing/equipment received and shall be responsible for all damages caused through improper use or losses suffered.

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

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

13.9 Training and Development

13.9.1 Unless otherwise provided for in any particular sectoral agreement the following provisions shall apply:

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13.9.1.1 With the aim that the employees are kept abreast with the Employer's requirements, the Management shall endeavour to provide training/educational courses from time to time and as the work exigencies permit to attain this scope. Such courses may also be offered by the Management to those employees who would be returning to work after periods of absence. Progress registered by the employee, following such training, shall be taking into account in the event of calls for applications for promotions.

13.9.2 Training as Prescribed by Management

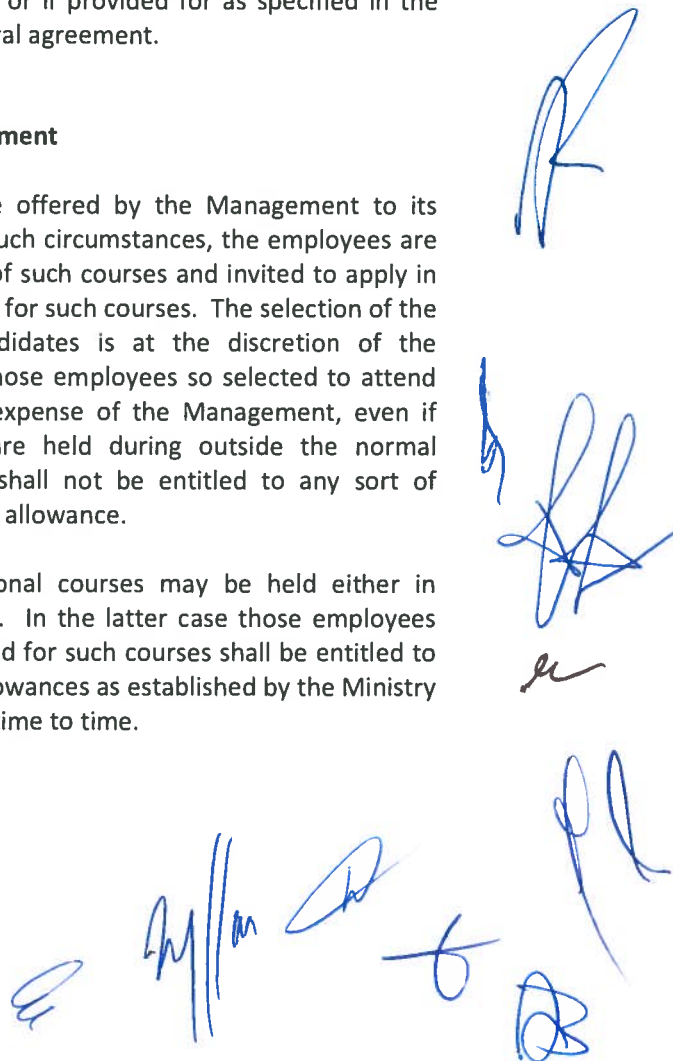
13.9.2.1 Training/education may be offered either to particular employees or sections. Employees so identified have to attend for such courses when and where indicated by Management, even if it is outside normal working hours. Management must distribute training/education as equitably as possible amongst employees.

13.9.2.2 Employees who are obliged to attend courses/training outside normal working hours shall be compensated at single rate TOIL, or if provided for as specified in the respective sectoral agreement.

13.9.3 Training as Offered by Management

13.9.3.1 Training may be offered by the Management to its employees. In such circumstances, the employees are to be informed of such courses and invited to apply in writing to attend for such courses. The selection of the prospective candidates is at the discretion of the Management. Those employees so selected to attend courses at the expense of the Management, even if these courses are held during outside the normal working hours, shall not be entitled to any sort of compensation or allowance.

13.9.3.2 Training/educational courses may be held either in Malta or abroad. In the latter case those employees selected to attend for such courses shall be entitled to the pertinent allowances as established by the Ministry of Finance from time to time.

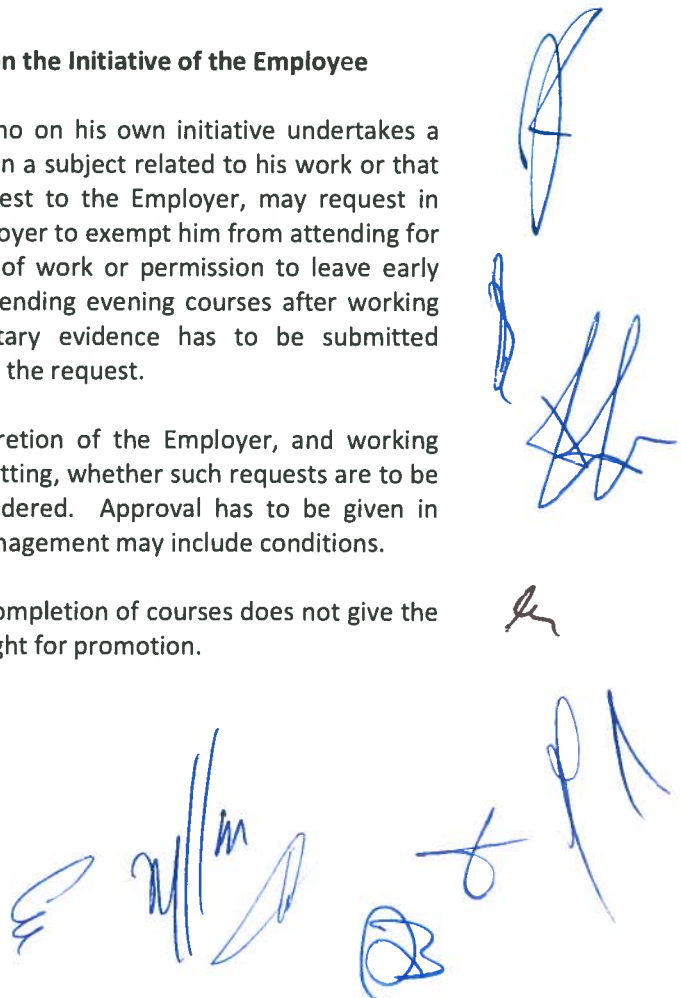
A collection of handwritten signatures in blue ink, including a large stylized 'R' at the top right, a signature below it, a signature below that, and a cluster of several signatures at the bottom right.

13.9.4 Courses of Study Sponsored by the Employer

- 13.9.4.1 The Employer may offer courses of study in matters that are considered of importance to its operations.
- 13.9.4.2 These courses of study are to be brought to the attention of the employees so that those interested may apply.
- 13.9.4.3 Officials granted sponsorship to attend degree/diploma courses should be selected through an organisation-wide or Ministry/Department selection process following the issue of a call for applications. In the case of sponsored courses extending beyond one academic year, prior approval from the Centre for Development, Research and Training (CDRT) should be sought.
- 13.9.4.4 A written agreement shall be entered between the Employer and the employee wherein the conditions under which such courses are granted are listed.
- 13.9.4.5 The successful completion of the course does not give any automatic right to the employee for any promotion and/or other compensation (and this includes qualification allowance).

13.9.5 Courses of Study Undertaken on the Initiative of the Employee

- 13.9.5.1 An employee who on his own initiative undertakes a course of study in a subject related to his work or that may be of interest to the Employer, may request in writing the Employer to exempt him from attending for specific periods of work or permission to leave early from work if attending evening courses after working time. Documentary evidence has to be submitted when presenting the request.
- 13.9.5.2 It is in the discretion of the Employer, and working exigencies permitting, whether such requests are to be favourably considered. Approval has to be given in writing. The Management may include conditions.
- 13.9.5.3 The successful completion of courses does not give the employee any right for promotion.

The right side of the page contains several handwritten signatures in blue ink. There are approximately seven distinct signatures, some appearing to be initials or full names, scattered across the right margin and overlapping the bottom of the text area.

14. Classification and Grading Structures

14.1 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.

15. Salaries

15.1 The parties agree that salary scales payable to employees during the years will be as shown in Appendix II to the Agreement.

15.2 The salary scales for the years as shown in Appendix II are inclusive of any cost of living adjustments (COLA) which the Government may award in respect of these years. 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 particular scale/s, 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 scale/s. There are to be no amendments whatsoever to those scales where the collective agreement increase equates to or is greater than COLA.

15.3 Serving Officers, as on the date of signing of this agreement, who are on salary scales 19 and 20 and whose salary falls within these scales and who benefitted from a cash payment in 2011 of €272.96 for scale 20 and €109.84 for scale 19, shall, as on 1st January 2012, have this sum (i.e. €272.96 for scale 20 and €109.84 for scale 19) incorporated into their basic wage on a personal basis. For the years 2013 -2016 these employees shall benefit from the respective collective agreement increases respective to their grade.

16. Payment for Work performed on Public Holidays

16.1 As from the date of signing of this agreement, both rostered work and overtime, performed on Public Holidays shall be compensated at basic hourly rate in accordance with the PSMC provisions regulating payment of overtime rate x 2 for every hour worked.

17 Official engagements abroad during Public Holiday

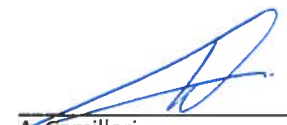
17.1 As from the date of signing of this agreement, an Officer requested by his superiors, to attend duties abroad, including seminars, conferences and meetings, shall be compensated at basic hourly rate in accordance with the PSMC provisions regulating payment of overtime rate x 2 for every hour of actual work performed or for every hour of attendance to seminars, conferences and meetings. In all instances attendance must be endorsed by superior.

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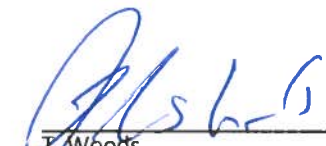
For the Government




G. Grima
Principal Permanent Secretary



A. Camilleri
Permanent Secretary
Ministry of Finance, the Economy and Investment




T. Woods
Head
Public Administration Collective Bargaining Unit

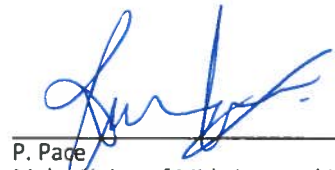


M. Grixti
Deputy Head
Public Administration Collective Bargaining Unit

For the Unions



V. Carachi
General Workers' Union



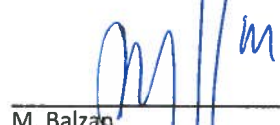
P. Pace
Malta Union of Midwives and Nurses



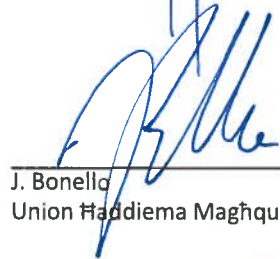
B. Caruana
Malta Union of Professional
Psychologists



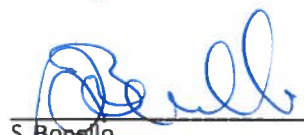
K. Bonello
Malta Union of Teachers



M. Balzan
Medical Association of Malta



J. Bonello
Union Haddiema Magħqudin



S. Bonello
Union Periti u Inġiniera tas-Servizz
Pubbliku

Date: 15/10/2012



APPENDIX I

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 time-tables 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 five 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 2011 TO 2016

All figures are inclusive of COLA.

Salary Scale	2011			2012			2013			Annual Increments
	Annual Increase	Minimum Salary	Maximum Salary	Annual Increase	Minimum Salary	Maximum Salary	Annual Increase	Minimum Salary	Maximum Salary	
1	61.00		38,245.00	988.00		39,233.00	988.00		40,221.00	
2	61.00		35,216.00	910.00		36,126.00	910.00		37,036.00	
3	61.00		32,191.00	831.00		33,022.00	831.00		33,853.00	
4	61.00		29,162.00	753.00		29,915.00	753.00		30,668.00	
5	61.00	21,870.98	25,715.00	664.00	22,534.98	26,379.00	664.00	23,198.98	27,043.00	640.67
6	61.00	20,411.02	23,989.00	619.00	21,030.02	24,608.00	619.00	21,649.02	25,227.00	596.33
7	61.00	19,084.98	22,272.00	575.00	19,659.98	22,847.00	575.00	20,234.98	23,422.00	531.17
8	61.00	17,867.02	20,788.00	536.00	18,403.02	21,324.00	536.00	18,939.02	21,860.00	486.83
9	61.00	16,751.02	19,435.00	501.00	17,252.02	19,936.00	501.00	17,753.02	20,437.00	447.33
10	61.00	15,728.98	18,175.00	469.00	16,197.98	18,644.00	469.00	16,666.98	19,113.00	407.67
11	61.00	14,777.98	17,029.00	439.00	15,216.98	17,468.00	439.00	15,655.98	17,907.00	375.17
12	61.00	13,870.00	15,994.00	412.00	14,282.00	16,406.00	412.00	14,694.00	16,818.00	354.00
13	61.00	13,010.00	15,023.00	387.00	13,397.00	15,410.00	387.00	13,784.00	15,797.00	335.50
14	61.00	12,193.02	14,094.00	363.00	12,556.02	14,457.00	363.00	12,919.02	14,820.00	316.83
15	61.00	11,434.00	13,222.00	341.00	11,775.00	13,563.00	341.00	12,116.00	13,904.00	298.00
16	61.00	10,816.00	12,398.00	319.00	11,135.00	12,717.00	319.00	11,454.00	13,036.00	226.00
17	61.00	10,164.01	11,631.00	299.00	10,463.01	11,930.00	299.00	10,762.01	12,229.00	209.57
18	61.00	9,547.00	10,884.00	280.00	9,827.00	11,164.00	280.00	10,107.00	11,444.00	191.00
19	61.00	8,970.99	10,227.00	263.00	9,233.99	10,490.00	263.00	9,496.99	10,753.00	179.43
20	61.00	8,417.00	9,607.00	247.00	8,664.00	9,854.00	247.00	8,911.00	10,101.00	170.00

Salary Scale	2014			2015			2016			Annual Increments
	Annual Increase	Minimum Salary	Maximum Salary	Annual Increase	Minimum Salary	Maximum Salary	Annual Increase	Minimum Salary	Maximum Salary	
1	988.00		41,209.00	1,081.00		42,290.00	1,081.00		43,371.00	
2	910.00		37,946.00	991.00		38,937.00	991.00		39,928.00	
3	831.00		34,684.00	899.00		35,583.00	899.00		36,482.00	
4	753.00		31,421.00	818.00		32,239.00	818.00		33,057.00	
5	664.00	23,862.98	27,707.00	713.00	24,575.98	28,420.00	713.00	25,288.98	29,133.00	640.67
6	619.00	22,268.02	25,846.00	666.00	22,934.02	26,512.00	666.00	23,600.02	27,178.00	596.33
7	575.00	20,809.98	23,997.00	617.00	21,426.98	24,614.00	617.00	22,043.98	25,231.00	531.17
8	536.00	19,475.02	22,396.00	572.00	20,047.02	22,968.00	572.00	20,619.02	23,540.00	486.83
9	501.00	18,254.02	20,938.00	533.00	18,787.02	21,471.00	533.00	19,320.02	22,004.00	447.33
10	469.00	17,135.98	19,582.00	496.00	17,631.98	20,078.00	496.00	18,127.98	20,574.00	407.67
11	439.00	16,094.98	18,346.00	464.00	16,558.98	18,810.00	464.00	17,022.98	19,274.00	375.17
12	412.00	15,106.00	17,230.00	433.00	15,539.00	17,663.00	433.00	15,972.00	18,096.00	354.00
13	387.00	14,171.00	16,184.00	405.00	14,576.00	16,589.00	405.00	14,981.00	16,994.00	335.50
14	363.00	13,282.02	15,183.00	377.00	13,659.02	15,560.00	377.00	14,036.02	15,937.00	316.83
15	341.00	12,457.00	14,245.00	353.00	12,810.00	14,598.00	353.00	13,163.00	14,951.00	298.00
16	319.00	11,773.00	13,355.00	329.00	12,102.00	13,684.00	329.00	12,431.00	14,013.00	226.00
17	299.00	11,061.01	12,528.00	307.00	11,368.01	12,835.00	307.00	11,675.01	13,142.00	209.57
18	280.00	10,387.00	11,724.00	283.00	10,670.00	12,007.00	283.00	10,953.00	12,290.00	191.00
19	263.00	9,759.99	11,016.00	265.00	10,024.99	11,281.00	265.00	10,289.99	11,546.00	179.43
20	247.00	9,158.00	10,348.00	247.00	9,405.00	10,595.00	247.00	9,652.00	10,842.00	170.00