University of Malta

Collective Agreement for Academic Staff
Of the University of Malta
and
Academic Staff of the Junior College

2009 ~ 2013
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Collective Agreement 2009~2013
Definitions

For the purposes of this agreement, the terms defined hereunder shall have the following meaning:

“Academic Research” shall mean:

i. with regard to Resident Academic staff, any research whatsoever which is carried out within the ambit of their duties in terms of this Agreement including research giving rise or potentially giving rise to IPR, and any other research except for:

(a) research which is subject to a separate contract for provision of services within the context of Collaborative and/or Contracted Research in terms of this agreement; or
(b) research for which special authorisation has been granted in terms of Article 29 of this Agreement;

ii. with regard to Visiting Teaching Staff with T status, any research whatsoever giving rise or potentially giving rise to IPR, carried out during the course of their duties in terms of this Agreement;

Provided that any research carried out with use of University resources as defined herein and which is not subject to a separate contract for provision of services shall be considered to be Academic Research for the purposes of this Agreement, except where payment has been effected for use of such University resources in accordance with Article 29 of this Agreement.

“Agreement” means the Collective Agreement.

“Collaborative Research” shall mean all kinds of research activities conducted and funded jointly by the University and third parties.

“Consultation” means the establishment of a mechanism for dialogue and exchange of views between the Union/s and Management of the University in such a manner as to permit the Union/s on the basis of the information provided to express an opinion on measures planned to be taken by Management which may be taken into account in the decision-making process.

“Contracted research” shall mean all kinds of research activities either initiated by University or commissioned/subcontracted to University by a third party.
“Full-time Equivalent (FTE)” One (1) (full-timer) FT is equivalent to 27hrs per week of teaching and research (excluding administration) which is also equivalent to a TR9 (TR1 is equivalent to 0.11 of a full time with a load of 1 session of 3hrs of teaching and research per week (excluding administration) whilst a T1 is equivalent to 0.04 of a full time with a load of 1hr of teaching per week (excluding administration)).

"Full-time member of academic staff" shall mean Resident Academics and/or Research Academics as defined herein.

“Immedite Family” shall have the same meaning as provided by law by virtue of Legal Notice 296 of 2003 or as may be amended.

“Intellectual Property Rights (IPR)” shall mean any patents and neighbouring rights, sui generis database rights, topography rights, designs, trademarks and rights to prevent unlawful competition as defined in the applicable Laws of Malta as amended from time to time, but shall also include know-how, trade secrets and all other intellectual works or ideas, whether registered or unregistered, and including applications or rights to apply for registration together with any extensions and/or renewals thereof, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world.

“Management” is to be understood as referring to the Rector, Pro-Rectors, University Secretary, Deans, Directors and or such official of the University authorised to head the administration thereof.

“Originator” shall mean the initiator, inventor, author, creator or other generator of IP who are considered as members of staff falling under Article 19.1 of this Agreement at the time of invention, authorship, creation or other generation.

“Parties” shall refer to the Unions and the University of Malta.

"Research Partners” shall mean private or public entities or other research institutions with whom the University shall engage to conduct collaborative and/or contracted research projects.

“Resident Academic Stream” (Resident Academic) is defined as the career progression path followed by Council appointed professional academics who dedicate the most significant portion of their professional career to teaching, research and administrative activities at the University. Such academics are hereinafter referred to as “Resident Academics” or as “academics with a TR status”. While it is understood that assistant lecturers are not yet Resident Academics, reference to resident academics in this collective agreement and the accompanying Manual of Conduct

1 Namely The Copyright Act (Chapter 415 of the Laws of Malta), The Trademarks Act (Chapter 416 of the Laws of Malta) and the Patent and Designs Act (Chapter 417 of the Laws of Malta), and Section 32 and 32A (2) (f) of the Commercial Code (Chapter 13 of the Laws of Malta) .
and Procedures is understood to include Assistant Lecturers unless the latter are explicitly or contextually excluded.

“Research Stream” is composed of Council appointed positions dedicated to the development and furtherance of the collaborative/contracted research programme of the University. Academics occupying such positions are hereinafter referred to as “Research Academics” or as “academics with an R status”.

“Staff Affairs Committee” refers to the committee appointed by the Council of the University of Malta to consider and make recommendations on personnel matters.

“Union Official” shall mean the Secretary of the Section or other senior official of the Union. For the avoidance of misunderstanding, a delegate or member of the union committee is not considered to be a union official.

“University” means the University of Malta.

“University resources” shall mean any funds, facilities or infrastructure (including without limit apparatus, equipment and consumables, use/supply of heat, light or power, libraries, databases and other materials) of the University, the assistance of any other employee of the University during the course of his duties, and use of the University’s (or any of its companies’) name, crest, coat-of-arms and/or logo in the promotion of the work.

“Unions” shall refer to the Malta Union of Teachers and the University of Malta Academic Staff Association.

“Visiting Teaching Stream” is defined as the career progression path followed by professionals who dedicate the most significant portion of their career working in professional practice outside the University but who are engaged by the University on a regular definite or indefinite basis, as the need arises, to teach a minimum of one (1) hour per week and up to nine (9) hours per week during term time. Such visiting professionals are hereinafter referred to as “Visiting Teaching Staff with a T status”.

“Working-Day –days –hours” for the purpose of notice of industrial action shall mean such day/s/hours which exclude Public Holidays, Saturdays and Sundays which shall not be considered as working days.

The singular includes the plural and references to the male gender shall be deemed to apply to the female gender.
Section 1 Introduction and General Provisions

Preamble

The Academic Staff of the University of Malta as a body corporate and in their individual capacity confirm their commitment to the further progress of the institution to which they belong. They are fully committed to the further expansion and improvement of educational programmes for undergraduate students from Malta and overseas. They express full support for growth in graduate level education that is tightly linked to competitive research programmes and postgraduate training. High quality education, training and research are the fundamental basis on which the scholarship of the Academic Staff of the University of Malta leads to advances in the state of the art of the various intellectual disciplines pursued at the University of Malta, and is closely connected to national social and economic development. Inevitably, the high standards sought by the Academic Staff of the University of Malta require the commitment of extensive resources with which the goals sought may be achieved. In the views of the Academic Staff of the University of Malta, the University of Malta is as much a part of the economic sector as it is part of the education sector.

The University of Malta has grown in size and national stature, occupying an increasingly important role in the educational sector as well as in the social and economic development of the country. The University of Malta has retained its strength in education and training, and further introduced an increasing number of graduate level programmes for research and development. Its high standards have to be maintained, even protected and projected to higher levels.

Our Faculties can justifiably claim to have made significant contributions to national development by educating and training a considerable number of young people from Malta and overseas in various disciplines. Research and development programmes have won competitive funding from EU and other sources with a growing number of our students graduating with Masters and Doctoral (Ph.D.) level degrees. Major international conferences have been attracted to our shores reflecting the standing of Maltese academics among the international community of academics while making economic gain. The University of Malta is positively contributing its expertise to both the public and private sectors.

In this context, the University of Malta and the Malta Union of Teachers and University of Malta Academic Staff Association agree that a healthy and harmonious relationship between the Parties is mutually desirable. The aspirations of the Academic Staff of the University of Malta, in their educational, training, research and development goals deserve to be met. Academic Staff development should be
supported to satisfy the academic aspirations in line with those of other European Universities.

This Agreement seeks to consolidate and upgrade the goals of the prior agreements and seeks to make new proposals.

The Parties enter into this Agreement in good faith and pledge themselves to comply with its provisions and to cooperate to uphold the principles embodied therein.

Academic freedom is essential to fulfil the ultimate objectives of an educational institution -- the free search for an exposition of truth -- and applies to teaching, research, and service. Academic freedom in teaching is fundamental for the protection of the rights of the academic member in teaching and of the student to freedom in learning. Freedom in research is fundamental to the advancement of truth, and freedom in service is fundamental to the advancement of this University, the profession, and the community.

This Agreement being signed today the 21st January, 2009 has been reached between:

1) The University of Malta with registered address at University of Malta, Msida represented on this Agreement by Professor Juanito Camilleri, Rector and Professor David Attard, President as duly authorised referred to hereunder as ‘the University’;

and

2) The Malta Union of Teachers and University of Malta Academic Staff Association registered in accordance with the Employment & Industrial Relations Act (Cap 452) of the laws of Malta represented hereon by Dr Victor Buttigieg, President of UMASA and Dr Michael Saliba, Secretary of UMASA and Mr John Bencini, President of MUT and Mr Franklin Barbara, General Secretary of MUT duly authorised hereunder referred to as ‘the Unions’ which at the time of negotiation and conclusion of this Collective Agreement are duly recognised to negotiate on behalf of the Academic Staff of the University of Malta and the Junior College.

1 Introduction

1.1 The University and the Unions affirm that this Agreement is a contract that legally binds them and covers all areas of agreement between the parties who therefore confirm that there is no other agreement or arrangement in effect between them other than this agreement and any other agreement entered into and signed contemporaneously with this Agreement.
1.2 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 thereunder from time to time or to any legislation or instrument with the force of law that substitutes for, adds to or amends this Act.

2 Industrial Relations

2.1 This Agreement regulates exclusively the relations between the University and the Unions and therefore:

2.2 The University and the Unions recognise and agree that the best interests of employees covered by this Agreement shall be served by ensuring that the best of relations are enjoyed between them.

2.3 The University and the Unions therefore bind themselves to act in accordance with the provisions of this Agreement which is therefore given legal contractual effect.

2.4 This Agreement is the sole and exclusive instrument that regulates:

a) the conditions of employment for grades covered by this Agreement;

b) the relationship between the University and the Unions and the employees;

and

c) the rights and obligations of each of these parties.

3 Legislation

3.1 The University and the Unions agree that the benefits stipulated in this Agreement are not additional to any similar benefits that are provided for at law or that may be introduced in the future by new legislation during the period of validity of this Agreement but the employees shall receive the more favourable benefits.

4 Exclusion of New Demands

4.1 Following the entry into force of this Agreement no new claims relating to this Agreement or to matters that may have been subject of preceding negotiations may be made during the period of validity of this Agreement and no party may hinder the operation of this Agreement by imposing any new interpretation thereof or any new claim in connection with the operation of this Agreement or by changing anything that was in effect at the date of the entry into force of this Agreement.
Agreement unless permitted so to do by an express provision of this Agreement or mutual agreement by the Parties.

5 Conduct of Business

5.1 The parties agree that the Management of the University and the authority to exercise the rights functions and the ancillary obligations of Management are the prerogative of the University exercised by the Management in accordance with the Education Act.

6 Union Recognition

6.1 The University recognises the Malta Union of Teachers and the University of Malta Academic Staff Association as the only organisations with which it shall negotiate collectively regarding and in the name of the employees covered by this Agreement.

6.2 The University reserves the right to withdraw recognition for this scope in favour of the Unions in the event that paid-up membership falls below the absolute majority (50%+1) of the full-time equivalent Resident Academics or declared by a competent authority to enjoy the confidence of the absolute majority (50%+1) of these employees but this shall not affect the continued validity of this Agreement.

6.3 The University shall ensure that there shall be no discrimination 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 University shall not be impeded.

6.4 The Unions shall immediately inform the University of the names of the employees appointed as its official representatives and of the committee members and of any other Union representative and shall keep this information up to date.

7 Period of Agreement and grades covered

7.1 The date of entry into force of this Agreement is 1\textsuperscript{st} January 2009.

7.2 This Agreement shall remain in effect up to 31\textsuperscript{st} December, 2013 and shall be binding in respect of the employees whose grades are listed in Appendix I.
7.3 Visiting Teaching Staff shall be considered as forming part of the work-force for the purposes of this Agreement.

7.4 Resident Academics 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.

7.5 Employees engaged on a full-time or part-time basis shall be subject to this Agreement only if they form part of the grades to which this Agreement applies.

8 Negotiations for Renewal

8.1 Six (6) months before this Agreement expires both parties shall submit proposals for amendment.

8.2 During negotiations and until a new Agreement is signed, the provisions laid out in this Agreement, (except where otherwise specifically stipulated) shall remain in force.

8.3 In the event that proposals for amendment are not submitted because the Unions or/and one of the Unions is no longer the recognised union and there is no recognised union in place, the provisions of this Agreement shall be deemed to constitute the contract of employment of each individual employee such that any reference to the Union/s shall be deemed not to form part of the said contract of employment.

9 Change in governance and/or in the Union/s

9.1 Change in governance of the University and/or in the Union/s shall not in any manner affect this Agreement and therefore:

9.2 If during the period of validity of this Agreement some or all of the employees who were members of the union decide to leave the union, form another union or join another union this shall not in any way affect the validity of this Agreement which shall remain in effect for the full period and in the same manner as agreed herein.

10 Disagreement on the Operation and/or Interpretation

10.1 Parties to this Agreement recognise that the smooth administration of the University and the well being of the employees are dependent upon the
maintenance of good relations and industrial peace. They, therefore, seek to reach an amicable settlement satisfactory to both sides through meaningful discussions and conciliatory meetings presided by the Director of Industrial and Employment Relations. No arbitrary action designed to withhold labour shall be taken by either side until discussions and/or conciliatory meetings have been exhausted without a positive result.

10.2 In the event that, in spite, of their endeavours to reach an amicable settlement satisfactory to both sides, no such agreement is registered, both the Management and the Unions shall be free to take whatever action is considered necessary, provided that:

a. such action is not contrary to the laws of the country, and

b. at least three working days notice in writing is given to the other party.

11 Personal Grievances

11.1 In the event that an employee has a personal grievance this should first be discussed with his direct superior.

11.2 The employee may be assisted by the Union representative or by a person of his trust.

11.3 The University and the Unions shall use their best efforts to resolve grievances in as short a time as possible.

12 Unofficial Industrial Action

12.1 Employees who take industrial action on their own initiative will be in breach of this Agreement.

12.2 Employees who take such action therefore shall be subject to disciplinary action in accordance with this Agreement which action may also result in dismissal.

12.3 No-one except union officials may give directives to employees to take or refrain to take any action and the union recognises that it should not act in any manner that encourages unofficial actions.

13 Collection of union membership

13.1 The University shall deduct the union membership fee from the salary of each employee who requests such deduction in writing.
13.2 The University shall refrain from making such deductions immediately on receiving a request in writing in this sense from the employee concerned.

13.3 Collected membership fees with relevant details shall be paid to the union official identified for this purpose by the union/s.

14 Confidentiality

14.1 No-one may at any time during or after the termination of employment give any confidential information to any person or organisation of any type except in the normal course of one’s duties and as requested by the organisation for the proper execution of the work of the organisation or as a result of a lawful order from a competent body that has statutory rights to require the disclosure of information to it.

14.2 Employees who do not observe this obligation of confidentiality shall be subject to disciplinary action including dismissal in accordance with the Code of Professional Academic Conduct and/or shall be subject to procedures according to law.

15 Members of Staff covered by the Agreement

15.1 Parties have agreed that within this Collective Agreement a distinction shall be made between:

a) Academic staff members employed by the University of Malta who are formally appointed by Council and assigned by the said Council to a Faculty, Institute or Centre of the University and who are primarily involved in research and teaching at undergraduate and post-graduate level. Such members of staff shall hereafter be referred to as “Academic Staff of the University”; 

b) Academic staff members employed by the University of Malta who are formally appointed by the Council and assigned by the said Council to an entity within the University that is involved primarily in education at MATSEC level and which does not have a mandate to conduct research. Currently the only entity within the University that fits this description is the Junior College. Such members of staff shall hereafter be referred to as “Academic Staff of the Junior College”. 

15.2 Where applicable, within each Section of this Agreement, a distinction is made between provisions applying to the University of Malta (Part A) and those applicable to the Junior College (Part B). Part C under Section 3 shall be applicable to academic staff at the University of Malta and the Junior College.

16 Manual of Conduct and Procedures

16.1 Parties have acknowledged the need for a Manual of Conduct and Procedures with separate sections for the University and the Junior College, to capture current procedures related to academic and teaching staff affairs and other practices emanating from this Collective Agreement. The University, in consultation with the Unions, shall endeavour to enhance and update the content of such a Manual on a regular basis.

17 Access to Personal Data

17.1 Academic members of staff shall have access to personal data that is collected in their personal file in the course of their employment, except for confidential references, in accordance with the Data Protection Act. An academic member of staff shall be allowed to view his personal file in the presence of an authorised member of the Office for Human Resources Management and Development.

18 Committee for Safeguarding the Code of Professional Academic Conduct

18.1 The Codes of Professional Academic Conduct for the University and the Junior College, as stipulated in the Manual of Conduct and Procedures shall be administered and safeguarded by a Committee. Nominated members of the Committee shall be appointed on an annual basis up to a maximum period of four years and shall be composed as follows:

   a) the Rector, or his nominated delegate, who shall be the Chairperson;

   b) two academic staff members nominated by and from Senate;

   c) two members nominated by and from Council; and
d) the Dean of the Faculty or the Director of the Institute or Centre to which the staff member accused of being in breach of the regulations belongs; or

e) the Principal of the Junior College in the case that the member of staff being accused is a member of the Junior College.

18.2 The Committee can request the presence of the University’s legal advisor or other technical advisors, who would not have voting rights.

18.3 The Committee shall report directly to the Rector of the University. Where a member of the Committee is unable, for whatever reason, to sit on the hearing of a case, or if a conflict of interest arises, the Rector shall appoint a substitute.

18.4 In the case of proceedings under these regulations against a member of the Committee, the Rector shall directly appoint a person of the same or equivalent rank instead.
Section 2 - Recruitment and Promotion

Part A – University of Malta

19 Academic Hierarchical Structure

The academic hierarchical structure at University comprises the following three streams:

1. Resident Academic Stream;
2. Research Stream; and
3. Visiting Teaching Stream.

19.1 Resident Academic Stream

19.1.1 The Resident Academic Stream is composed of four grades being Professor, Associate Professor, Senior Lecturer, and Lecturer.

19.1.2 Entry into the grade of Lecturer or above and promotion thereto within the Resident Academic Stream shall only be open to persons in possession of a Ph.D. or an equivalent research based doctorate within the strict guidelines established by the Academic Promotions Committee of the University.

19.1.3 All appointments made by Council within the Resident Academic Stream shall be made by Council for an indefinite period, subject to the statutory probation period, up to retirement age, provided that in certain circumstances and following recommendation by the Department/Faculty concerned the University may fill vacancies by engaging staff on a definite contract for a period not exceeding four (4) years.

19.1.4 The University may also appoint promising candidates as Assistant Lecturers provided that these are committed to obtain the necessary qualifications to enter the Resident Academic Stream. Assistant Lecturers shall be engaged for a period not exceeding eight (8) years, during which period of training, they shall be required to pursue and furthermore obtain a Ph.D. in a field of direct interest to their department. Failure to do so will result in termination of employment.
The University will endeavour to provide Assistant Lecturers with the necessary assistance and the opportunity to obtain a Ph.D. Assistant Lecturers may request in writing to be allowed special paid/unpaid study-leave to undertake Doctoral Research. The procedure to be followed by such academics when applying for such leave and the specific conditions pertaining to it shall be laid down in detail in the Manual of Conduct and Procedures.

All Assistant Lecturers are expected to submit a report to the respective Dean of Faculty, Director of Institute/Centre on an annual basis indicating the progress achieved to-date and the expected date of submission of the Ph.D.

19.2 Research Stream

19.2.1 The Research Stream is composed of three posts being Senior Research Fellow, Research Fellow and Research Associate.

19.2.2 All appointments within the Research Stream shall be made by Council on a definite contract basis. The length of the contractual period shall be determined by the nature of the projects undertaken.

19.2.3 Entry into the post of Senior Research Fellow shall be open to persons in possession of at least ten (10) years of post-doctoral academic experience and a distinguished portfolio of publications in international peer reviewed journals/conferences.

19.2.4 Entry into the post of Research Fellow shall be open to persons in possession of at least five (5) years of post-doctoral academic experience and a substantial portfolio of publications in international peer reviewed journals/conferences.

19.2.5 Entry into the post of Research Associate shall be open to persons who are in the final stage of their Ph.D. studies, or persons who are in the initial stage of their post-doctoral career, and who demonstrate outstanding research potential.

19.2.6 Engagement in a post within the Research Stream shall be exclusively governed by a separate contract for the period in question. A Resident Academic who is engaged within the Research Stream for a period will retain his substantive grade within the Resident Academic Stream to which he will return at the end of the said period. A person who is engaged in the Research Stream but who does not have a substantive Resident Academic post does not assume any claim for employment or other rights beyond the period of engagement.
19.2.7 The University may engage Research Assistants for a definite period, either on full-time or part-time basis, to assist in research projects as the need arises. Such engagement shall be subject to the approval of the Rector.

19.3 Visiting Teaching Stream

19.3.1 The Visiting Teaching Stream shall be composed of five posts being Visiting Professor, Visiting Associate Professor, Visiting Senior Lecturer, Visiting Lecturer and Visiting Assistant Lecturer.

19.3.2 Appointments within the Visiting Teaching Stream shall be made by Council on a definite contract basis according to the exigencies of the University. The procedure for the possible re-engagement of a visiting staff member beyond the definite period of the contract is outlined in Article 21 of this Agreement.

19.3.3 Appointment at the level of Visiting Assistant Lecturer will normally require a person to have a post-graduate qualification and at least five (5) years professional experience in a position of responsibility related to the subject matter they are engaged to teach.

19.3.4 Appointment at the level of Visiting Lecturer will normally require a person to have either:
   (i) a post-graduate qualification and at least ten (10) years professional experience in a position of responsibility related to the subject matter they are engaged to teach; or
   (ii) a Ph.D. degree.

19.3.5 Appointment at the level of Visiting Senior Lecturer will normally require a person to have either:
   (i) a post-graduate qualification and at least fifteen (15) years professional experience; or
   (ii) a Ph.D. degree and at least five (5) years professional experience.

   The professional experience must in either case be in a position of responsibility related to the subject matter they are engaged to teach.

19.3.6 The posts of Visiting Professor and Visiting Associate Professor shall only be open to persons who have previously obtained the status of Professor or Associate Professor respectively at the University of Malta or who have obtained a comparable academic profile at another University of repute.

19.3.7 The University may also engage Teaching Assistants to provide teaching support - which may include supervision of lab or fieldwork sessions, tutorials, marking of assignments or examination papers - for a number of hours per week as the need arises. Such engagement shall be paid on the basis

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of hourly rates as established in Section 7 of this Agreement. The faculty/departmental requests for Teaching Assistants shall be subject to the approval of the Rector.

19.3.8 Teaching Assistants are not normally authorised to deliver formal lectures except in exceptional situations which must be formally approved by the Dean of the respective faculty or the Director of the respective Institute or Centre.

19.3.9 Teaching Assistants engaged in a department are to be deployed by the head of department, in consultation with the two most senior members of the said department, as a common departmental resource.

20 Vacancies and Recruitment

20.1 Whilst recognising the importance of engaging visiting professionals and part-time academic staff to bring external experience to the University’s milieu, an effort shall be made to engage full-time academic staff, to further strengthen the University’s academic backbone and to ensure that programmes of study are of superior quality.

20.2 All vacancies for Resident Academic posts, Research Academic posts and Visiting Teaching posts shall be advertised through an open call for applications, except for those to be taken up by Junior College staff as per the Agreement to Facilitate the Implementation of the Collective Agreement for Academic Staff of the University of Malta and the Academic Staff of the Junior College signed contemporaneously with this Agreement.

20.3 Appointment to Resident Academic posts and Research Academic posts shall be made by Council on the recommendation of a Selection Board. Selection Boards are set-up in accordance with the provisions of the relevant Bye-Law of the University.

20.4 Appointment to Visiting Teaching posts shall also be made by Council on the recommendation of a departmental selection board comprising the head of the academic department concerned and the two most senior members of the said department (seniority is based on grade and date of attainment of such grade). It is understood that the selection of such candidates can be based merely on curriculum vitae.
21 Re-engagement of a visiting staff member beyond the definite period of the contract

21.1 When the term of such a visiting staff member who is engaged for a definite period expires, the University in consultation with the head of the department concerned will in the first instance determine whether such services as were previously rendered by the incumbent continue to be required. If so the University has a choice to retain the incumbent for a further definite period, or to issue a fresh call for applications. In exceptional cases when the University deems that due to the outstanding profile of the person involved, or if the person concerned was previously engaged with the University as a Resident Academic, the University may engage a visiting staff member on an indefinite basis.

21.2 Any member of the Resident Academic Stream who is unable to sustain a TR4 commitment with the University may request to retain a Visiting Teaching position, between the level of T1 to T9, subject to the needs and at the discretion of the University.

21.3 It is understood that normally when Visiting Teaching staff are engaged: a case can be made that no Resident Academic staff is available to take on the teaching load in question; the nature or the stage of development of the programme necessitates such input; the need arises due to changes in the teaching load of Resident Academic staff; or because such Visiting Teaching staff bring invaluable expertise to the programme in question.

21.4 As stated earlier when members of Visiting Teaching staff are engaged for a definite period, a request for their continued engagement beyond the initial term should be submitted by the respective academic head of department to the Office for Human Resources Management and Development justifying the continued engagement of the staff member concerned in the light of the quality of service provided, and the ongoing need of the department within the context of the department’s manpower plan.

21.5 The request is referred for the consideration of the Staff Affairs Committee, which shall evaluate and recommend its decision to Council on the basis of:

- The track-record of the academic concerned; and
- Whether the reason for the request made by the academic head of department concerned is fully justified in the best interest of the students and the University.
22 Promotions

22.1 Requirements

Members of academic staff of the University are promoted by the Council of the University after receiving recommendations from the Promotions Board as duly constituted in accordance with the relevant Bye-Law of the University.

22.1.1 The following are the criteria outlining the requirements for promotions for academics to the indicated level within the Resident Academic Stream:

**Lecturer:** Awarded on obtaining a research based doctorate (Ph.D. or equivalent) that is relevant to the duties of the applicant and, in the case of an applicant assisted by the University to obtain such a qualification, with a research theme undertaken in consultation with the relevant University authority.

**Senior Lecturer:** Awarded normally following 5 years academic experience at Lecturer level, during which the applicant has performed well in all aspects of academic duties and responsibilities (teaching, research, administration and development) and has become recognized locally as an authority in his field of specialization. The applicant's academic record in teaching, research and administrative work carried out over and above that normally required at the Assistant Lecturer level, both before and during the realization of the Ph.D., shall be taken into consideration. Other professional experience both within or outside of academia, obtained before employment with the University, shall also be taken into consideration.

**Associate Professor:** Awarded following a sustained record of excellent academic work normally carried out at Senior Lecturer level, including solid contributions to knowledge and to University affairs in general. An applicant for promotion to Associate Professor should possess a solid track record in teaching and would normally be expected to have published at least 15 peer-reviewed papers throughout his academic career and achieved international recognition for accomplishment in his field of specialisation. Peer assessment of an applicant's research output should be sought from other universities.

**Professor:** Awarded for distinction and excellence of academic and professional achievement that is recognised at the international level, normally for work carried out since having been appointed Associate Professor. Peer assessment of an applicant's research output should be sought from other universities.
22.1.2 A research-based doctorate (Ph.D. or equivalent) is a pre-requisite for attainment of all the grades above that of Assistant Lecturer. For avoidance of doubt if a person has obtained a grade above that of Assistant Lecturer without being in possession of a Ph.D. (or equivalent research-based doctorate) that person will not be eligible for further promotion until such time he or she attains this requisite.

The University takes the line that ‘professional doctorates’ e.g. Ed.D., D.Psy., DBA, etc. which may vary tremendously in nature and standard from one institution to the other are generally not equivalent to a Ph.D. or D.Phil. as these very often lack the calibre of original research expected in a Ph.D. or D.Phil. However, when the thesis or dissertation of a candidate presenting such a professional degree in lieu of a Ph.D. or D.Phil. is found to include research content worthy of a Ph.D. or D.Phil. then that candidate is considered to have satisfied the requirements of a research-based doctorate. By way of clarification, as a general rule, an LL.D. or MD from the University of Malta and a “laurea” obtained from an Italian university are not considered to be research-based degrees equivalent to a Ph.D. or D.Phil.

22.1.3 The University undertakes to set up an academic board to advise the Promotions Board on a case by case basis whether the thesis of a professional doctorate contains enough original research to be comparable with that expected of a Ph.D. Moreover, independent expert peer review may be sought by the Promotions Board.

22.1.4 Teaching Staff who are engaged in a post within the Visiting Teaching Stream may also submit an application for upgrade of status from Visiting Assistant Lecturer to Visiting Lecturer or from Visiting Lecturer to Visiting Senior Lecturer based on the years of relevant professional experience and career profile. As mentioned in Article 19.3.6 the positions of Visiting Associate Professor and Visiting Professor shall only be open to persons who have previously obtained the status of Professor or Associate Professor respectively at the University of Malta or who have obtained a comparable academic profile at another University of repute. To clarify further, Visiting Teaching Staff who attain the level of Visiting Senior Lecturer cannot aspire to attain professorial status unless they are first engaged in a resident post and then promoted to a professorial grade in accordance with the criteria established above for Resident Academics.

22.1.5 Finally as research fellowships and associateships are contracted for definite periods not exceeding four (4) years at a time, each engagement will be done at the grade – be it Research Associate, Research Fellow or Senior Research Fellow - that reflects the level of experience and research profile of the person concerned as discussed in Article 19.2 Therefore no promotions are awarded within the Resident Research Stream per se within the term of a specific contract of engagement. For avoidance of doubt a person with an indefinite
Resident Academic post within the University who is contracted for a definite period as a Research Associate, Research Fellow or Senior Research Fellow is free to apply for promotion within his substantive grade as per established procedure within the Resident Academic Stream. If a person temporarily occupying a research post is successful in obtaining a promotion vis-à-vis his substantive academic post it is understood that this person will return to the substantive grade awarded by the promotion once his contracted period is completed.

### 22.2 Accelerated Promotion

Requests for accelerated promotion will only be considered in extraordinary circumstances backed by justification and the candidate in question should satisfy the academic criteria for any grade lower than that applied for.

### 22.3 Criteria for Promotion

22.3.1 Decisions to promote Resident Academic members of staff must be made as a result of a thorough evaluation of their performance in all areas of academic activity. It is recognised that the application and the weighting of criteria for promotion, and the means of fulfilling these criteria may vary among Faculties/Institutes to reflect their unique mission and purpose. Evaluation will be summarised in writing and placed in the personal file of the individual member of staff. The Board shall also draft a general report indicating how the criteria were interpreted and applied by the Board. This report shall be presented to Council and shall be made available to representatives of the academic staff. Each applicant whose application is unsuccessful shall be given reasons, in writing, including an indication of any deficiency in performance. The following are the criteria that ought to be followed by the Board:

**Demonstrated Quality in Teaching:** A sustained record of teaching should be maintained at every grade. Evidence of a candidate’s ability and dedication to teach must be supported by written reports submitted by the Dean of the Faculty or the Director of Institute. In submitting their reports these should take into account the following: number of courses taught; course content; students’ feedback; new course development; development of teaching materials; teaching effectiveness; as well as the number of undergraduate and postgraduate students for whom the candidate has responsibility.

**Research Output:** This category of academic achievement refers to original research leading to publication in refereed national and international journals, refereed conference proceedings and books in one’s academic field. Academic achievement may also be reflected in the level of grant support, presentations of work at national and international meetings, as well as awards received in recognition of contributions in the field. In evaluating research output,
emphasis should be placed on the impact of the scholarly works rather than simply on the number of publications.

**Commitment to the University and society:** Such commitment would be evidenced by the candidate's contribution to the administration and development of the University and/or to society through one's academic and related professional expertise.

### 22.4 Applying for a promotion

22.4.1 There are no official calls for application to be considered for a promotion to the grade of Lecturer and Senior Lecturer within the Resident Academic Stream (or their Visiting counterparts). Applicants are expected to apply for a promotion only after they have assessed themselves and calculated that *prima facie* they qualify for the desired grade. Applications for promotion to Associate Professor and Professor may be submitted during March each year. In cases where an applicant is unsuccessful, the Promotions Boards will provide the applicant with clear reasons and advice on areas for improvement. Each application shall be determined by the Board as expeditiously as possible.

22.4.2 Council shall publish a brief paragraph identifying the motivation for granting a promotion to the grade of Professor.

22.4.3 In the case when no external peer assessment is required, the Promotions Board shall communicate its decision to the applicant not later than six months following his application. In all other cases, each applicant shall be notified in writing of the progress of his application nine months following the submission of his application, and the Promotions Board shall normally communicate its decision to the applicant not later than eighteen months following his submission.

### 22.5 Complaints Procedure

Any applicant may, within 30 days of being notified of the decision reached by Council, lodge a complaint in writing with the President of Council who shall bring it to the notice of Council at its next scheduled meeting.

### 22.6 Backdating of promotions

Normally, the granting of a promotion will be backdated to the time of application, provided that the Board may recommend the granting of a promotion from a later date in the event that new provisions or testimonials are submitted subsequent to the date of the application.
Part B – Junior College

23 Hierarchical Structure

23.1 The lecturing categories at the Junior College are those of Junior College Senior Lecturer II, Junior College Senior Lecturer I, Junior College Lecturer, and Junior College Assistant Lecturer.

23.2 The University shall establish a formula in consultation with the Unions, through which the number of lecturing posts in each Area/Subject will reflect students’ numbers, thereby ensuring an appropriate staff to student ratio at this level of education.

23.3 Appointments to the grades of Junior College Assistant Lecturer, Junior College Lecturer, Junior College Senior Lecturer I, and Junior College Senior Lecturer II, when on a full-time basis shall be subject to the statutory probation period. However, the University, upon the recommendation of the Junior College Board, may engage staff on definite contract for a period not exceeding four (4) years.

23.4 Academic Staff at the Junior College are appointed or promoted by the Council of the University after review by selection or promotions committees duly constituted for the purpose.

24 Promotions

24.1 Requirements

Members of Lecturing Staff of the Junior College are promoted by the Council of the University after receiving recommendations from the Promotions Board as duly constituted in accordance with the relevant Bye-Law of the University. Promotions are subject to the following requirements.

24.1.1 The following are the criteria outlining the requirements for promotions for Lecturing Staff of the Junior College to the indicated level:

- **Junior College Assistant Lecturer** - will normally require a person to have a post-graduate qualification and at least five (5) years teaching experience or professional experience in a position of responsibility related to the subject matter they are engaged to teach;
• **Junior College Lecturer** – will require a person to have a post-graduate qualification and at least ten (10) years teaching experience or professional experience in a position of responsibility related to the subject matter they are engaged to teach;

• **Junior College Senior Lecturer I** - will require a person to have a post-graduate qualification and at least fifteen (15) years teaching experience or professional experience in a position of responsibility related to the subject matter they are engaged to teach. Moreover, such an officer is expected to have obtained local recognition as a leading teacher and promoter of his subject;

• **Junior College Senior Lecturer II** - will require a person to have a post-graduate qualification and at least twenty (20) years teaching experience or professional experience in a position of responsibility related to the subject matter they are engaged to teach. Moreover, such an officer is expected to have obtained local recognition as an expert teacher of his subject/s through the development of pedagogical material, contribution to curricular development and publication of scholarly works that are suited to support the teaching of his subject/s at secondary and post-secondary levels.

24.2 *Criteria for Promotion*

**Demonstrated Quality in Teaching:** A sustained record of teaching should be maintained at every grade. Evidence of a candidate’s ability and dedication to teach the established syllabus must be supported by written reports submitted by the Area Co-ordinator. In submitting their reports these should take into account the following: number of classes taught; students’ feedback; development of teaching materials; teaching effectiveness; as well as the number of Junior College students for whom the candidate has responsibility.

**Commitment to the Junior College and the Education Sector:** Such commitment would be evidenced by the candidate’s contribution to the administration and development of the Junior College and/or to the enhancement of the local education sector through one’s academic and related professional expertise. The adoption of modern educational technologies and pedagogical techniques; the development of courseware including lectures notes, books and digital content; the active participation in the academic and character formation of one’s students; and the active promotion and development of one’s subject/s within the education system and society at large, are particularly noteworthy.

24.3 *Applying for a promotion*

There are no official calls for application to be considered for a promotion to the grade of Junior College Lecturer and Junior College Senior Lecturer I. Applicants are expected to apply for a promotion only after they have assessed themselves and calculated that *prima facie* they qualify for the desired grade. Applications for
promotion to Junior College Senior Lecturer II may be submitted during March each year. If an application is unsuccessful the Promotions Board may recommend to Council that the candidate be disqualified from re-applying for a period of up to three years from the date of the original application. Each application shall be determined by the Board as expeditiously as possible.
Section 3: Conditions of Work

Part A - University

25 General Working Obligations

25.1 Whilst recognising that Resident Academics work beyond a regular working week, their commitment is based on a 40-hour week with flexible times depending on agreed time tables and distributed reasonably between teaching, Academic Research, and other academic work (including academic administration and professional activity).

25.2 The official lecturing times of the University will be Monday to Friday between 0800 and 2000 hours. Resident Academics who at the time of signature of this Agreement are employed with the University can opt for an Academic Supplement under Option ‘B’ and hence the Resident Academic concerned will be expected to perform duties between 08.00 and 17.00 hours Monday to Friday; alternatively such Resident Academic can opt to receive an Academic Supplement under Option ‘A’ and thenceforth will be expected to perform his duties at any time between 08.00 and 20.00 hours, Monday to Friday with the proviso that nobody will be compelled to perform lecturing duties after 17.00hrs for more than one day per week.

In the month of June of each academic year, Resident Academics under Option ‘B’ will have have the opportunity to inform the University of their intention to move permanently to Option ‘A’ from the first day of the subsequent academic year.

Furthermore, the University will henceforth recruit Resident Academics to perform duties between 08.00 and 20.00 hours and the University may specify that the lecturing load will be conducted predominantly in any specific periods of the day between 08.00 and 20.00 hours.

It is hereby acknowledged that timetabling is the responsibility of the Registrar’s office and that lecturing staff must abide to the official timetable issued by the Registrar within the parameters set above, after due consultation with the Heads of Department and Deans of Faculties, and Directors of Institutes/Centres. It is the prerogative of the Rector to issue instructions to preclude formal teaching from happening during specific time slots to allow students and staff to participate in extracurricular and self development activities; all academics are expected to strictly abide by such instructions.
25.3 The relevant and necessary administrative and technical support will be available to lecturers irrespective of the time in which the lecture is taking place.

26 Duties and Responsibilities

26.1 Resident Academics

26.1.1 Resident Academics are normally expected to divide their time roughly equally between teaching, Academic Research and other academic work.

26.1.2 Resident Academics have full voting and membership rights within their department, faculty, institute and centre in accordance with University regulations.

26.1.3 Resident Academics with a TRn status are expected to spend \( n \) half-days a week working at the University or at any other site as authorised by the University, throughout the year; that is, not only during term-time. A half-day constitutes four (4) uninterrupted hours of work at the University or any other site as authorised by the University.

26.1.4 Parties have agreed that Resident Academics should be contracted to conduct duties at the University for a minimum of four half days per week that is, on a TR4 basis.

26.2 Visiting Teaching Staff

26.2.1 Visiting Teaching staff are engaged by the University on a regular definite or indefinite basis, as the need arises, to teach a minimum of one (1) hour per week and up to nine (9) hours per week during term time.

26.2.2 A professional with a TRn status is expected to deliver \( n \) student contact hours per week at the University during term time.

26.2.3 Visiting Teaching staff are not considered to be voting members of the Faculties, Institutes and Centres they are assigned to.

27 Academic Effort/Workload

The normal workload of a Resident Academic shall include in varying proportions those elements (teaching, Academic Research, and other academic work including academic administration and professional activity) described in paragraph 26.1 above.
27.1 Academic Effort Dedicated to Teaching

27.1.1 Parties agree that the academic effort of each member of academic staff will be determined and published on an annual basis and will be measured in accordance with the definitions stipulated in Appendix II of this Agreement. Such an exercise will yield the teaching workload profile of each academic, department, faculty and in the University at large and will form the basis for benchmarking. This will be done with the aim of gradually normalising teaching workload, identifying untapped available resources, as well as to determine the manpower required to deliver established and new degree programmes or to cater for increased student numbers. All this in the spirit of ensuring the best utility of resources, equitable distribution of workload and to ensure that quality of delivery to students is maintained. It is understood that this exercise will not result in an increase in teaching commitment for academic staff who are already giving a clearly satisfactory contribution under established conditions as on the date of the signing of this Agreement, since this would impinge negatively on research and other academic output. The academic effort measure is intended to ensure a more equitable sharing of the teaching load.

27.1.2 It is understood that apart from the actual delivery of lectures, the teaching workload of an academic is expected to include but not be limited to; the preparation of course material, the setting and marking of examination scripts, the setting and marking of assignments and the provision of assistance to students at pre-advertised times with the support of Teaching Assistants as set out in Appendix I.

27.1.3 It is the responsibility of the head of the department to distribute the workload of the department in an equitable manner amongst the Resident Academics within the respective department. This said, it is understood that senior members of Resident Academic staff may request to spend more academic effort on supervision of student dissertations and teaching of post-graduate students, whilst more junior members of Resident Academic staff are expected to spend more academic effort on teaching duties at undergraduate level. The engagement of Visiting Staff and staff engaged on a casual basis must be justified by the head of the department after ensuring that all members of Resident Academic staff are contributing their full teaching workload and taking into account the available expertise within the Department.

27.1.4 It is understood that a Resident Academic may on a voluntary basis and subject to the needs of the University teach beyond the established teaching workload or outside the official lecturing times. Such teaching activity shall be subject to additional remuneration at an hourly rate not less than the standard hourly rate applicable to the respective grade of the staff member, provided
that such engagement is authorised by the Rector on the recommendation of the Head of Department of the academic.

27.2 **Academic Effort for Research**

27.2.1 Resident Academics are expected to spend one third of their effort conducting Academic Research to:

- sustain their scholarship and expertise and improve their academic performance;
- support the essential educational function with respect to students and trainees;
- produce a portfolio of peer-reviewed publications; and
- contribute to social and economic development, nationally, regionally and globally.

27.2.2 Such Academic Research can be conducted individually, or a number of academics, within a department or across departments, can conduct their Academic Research effort, on some theme, in synergy.

27.2.3 Academic Research shall be carried out at the highest level of good conduct to contribute substantially to the quality of educational programmes in particular that of graduate level teaching and post-graduate training. It is further expected that Academic Research, as defined herein, shall be conducted without having a negative impact on the delivery, to the highest standards of quality, of the teaching and administrative duties of the academics involved.

27.2.4 The University shall provide Resident Academic staff with the following resources:

(i) The Academic Resources Fund (see Article 39) and
(ii) The Academic Research Fund (see Article 40)

...to support Academic Research and the academic development of academics.

27.2.5 When requiring resources over and above that provided by the academic’s Department and the Academic Resources Fund, Academic Research may be supported by the Academic Research Fund of the University (subject to internal/external peer review of research proposals), or by public external support, or both.

27.2.6 It is understood that such Academic Research projects may grow to become rather substantial and may require the University: (i) to engage additional staff; (ii) to enter into agreement with third parties; or (iii) to provide significant additional space and resources. Academic Research initiatives
which start to grow in stature as described above, even if these do not alter the teaching commitment of the academics involved, are subject to express written approval by the Rectorate in consultation with the respective head/s of department.

27.2.7 In particular, when an originator/s presents an Academic Research initiative that requires the University to enter into contractual relationships with third parties, the University and the originators involved will sign a back-to-back agreement which ensures that the originators concerned and the University commit themselves to act responsibly and to do their utmost to deliver the expected outcomes within the set parameters. Such an agreement may also include considerations related to intellectual property rights of all parties concerned.

27.2.8 The Parties agree that Academic Research initiatives should not normally result in a diminished commitment to teaching or academic administration. This said, the University understands that in exceptional cases and only for short specific periods not exceeding one academic year, certain Academic Research initiatives may require a resident academic to dedicate less time to teaching and administration than is normally required. In such cases, provided the shortfall in teaching commitment of the Resident Academic in question can be catered for without serious distortion of the teaching load distribution or deterioration of teaching quality, the academic involved should make a formal case for a reduced teaching load to the Staff Affairs Committee, through the head of department who must indicate how the shortfall in teaching will be catered for. Such requests will be dealt by the Staff Affairs Committee on the basis of established criteria as outlined in the Manual of Conduct and Procedures.

27.2.9 Whilst encouraging and supporting academic freedom and Academic Research initiatives amongst its academic staff, the University, through its academic and governing organs, retains the prerogative to prioritise through a peer review mechanism the research initiatives emerging from its academic members and to support in special ways those areas it deems most deserving or of particular national importance. Thus, inspired by the expertise and the intellectual capital in hand, by emerging opportunities, or in response to perceived need, the University may of its own accord launch contracted research initiatives.

27.2.10 Any engagement of a University academic, who is willing to render such service, in contracted research projects, will be governed by a separate agreement.

27.2.11 If the academic involved is required by the University to provide expertise or to complete a specific task on an ad hoc basis, then the academic would be engaged through a contract for provision of services for such term and
under such conditions as may be mutually agreed upon. Such engagement is seen to be over and above the Resident Academic’s normal duties.

27.2.12 As outlined in Article 19.2 in order to build a contracted research portfolio, the University may also create a number of full-time research fellowships or associateships in specific areas and for definite periods of time. When contracting researchers on contracted research projects the University may engage resources through both internal and external sources. Prior to the engagement of a Resident Academic in a research associateship or fellowship, the University must assess the impact of such engagement on the department and must make adequate provision to secure student wellbeing.

27.3 Academic Effort for Administrative Duties

27.3.1 Resident academics are normally expected to spend about one third of their effort participating in the day-to-day academic administration of their respective department, of their Faculty, or of the University at large.

28 Retirement and Tenure

28.1 It is agreed that Resident Academics in the grades listed in Article 19.1.1 on shall have tenure up to retirement. While the official retirement age shall be determined by the relevant national legislation, the University may extend the appointment of Resident Academics beyond retirement age in accordance with requirements and the procedures set out in the Manual of Conduct and Procedures.

29 Other Professional Activities for Resident Academic members of staff

29.1 For the purposes of this Article professional activities shall refer to activities which represent a contribution made by virtue of an academic member’s of staff academic training, advanced study or research, or activities which are of value in maintaining or developing the member’s of staff professional competence. The nature of the professional competence of many Resident Academic members of staff affords opportunities for the exercise of that competence outside the regular University duties, on both remunerative and non-remunerative basis.

29.2 Recognising that such professional activities can bring benefits to and enhance the reputation of the University and the capacity of members, the University agrees that it may be beneficial that such academic members of staff engage in outside part-time professional activities, paid or unpaid, provided that such
activities do not conflict or interfere with the academic members’ of staff obligations, duties and responsibilities to the University as defined in this Agreement. A Resident Academic member of staff shall disclose to the Rectorate in writing information on the nature and scope of outside professional activities and any other matter that may cause a conflict of interest, unless these are of a negligible nature. Permission to undertake such professional activities shall be subject to the recommendation of the Head of Department and the express authorisation in writing by the Rectorate. Requests for up to half a day made by academics who receive an academic supplement under Option ‘A’ shall normally be granted. Requests for up to one day a week made by academics who receive an academic supplement under Option ‘B’ shall normally be granted. In exceptional cases, requests for longer periods may also be considered favourably. Such authorisation, which shall be valid for one year subject to renewals for successive one-year periods, may be expected in so far as such work is strictly germane and subsidiary to their position at University and further provided that adequate arrangements are to be made so that the time spent on such outside professional activities will not be such that the duties of the academic concerned are neglected. Such authorisation shall also be subject to the following conditions:

(a) When the outside activities of a Resident Academic involve the use of University resources as defined herein, their use shall be subject to the approval by the Rectorate in consultation with the respective dean and head of department, where appropriate. Costs for such University resources shall be borne by the academic member of staff at prevailing rates, unless the Rectorate agrees, in writing, to waive all or part of the fee(s).

(b) The name of the University shall not be used in any related professional activity unless agreed, in writing, by the Rectorate, although nothing shall prevent the Resident Academic member of staff from stating the nature and place of his employment, grade and title(s) in connection with related professional activities, provided that he shall not purport to represent the University or act on its behalf, or to have its approval unless that approval has been given in writing.

29.3 In cases where a Resident Academic member of staff is contacted or engaged by any third party to carry out consultancy, research or any other related external activities, such Resident Academic member of staff is encouraged to refer such third party to carry out such activity through Malta University Holding Companies Ltd. or any of its subsidiaries. Where an agreement is reached to this effect between such third party and the Malta University Holding Companies Ltd., the referring Resident Academic member of staff shall be entitled to a commission on proceeds deriving from such work and any due professional fees to be agreed on a case-by-case basis.
29.4 Resident Academic members of staff indemnify and hold harmless the University from any claim, action or cause of action for any reason whatsoever brought, threatened or made by any person relating to contracted outside professional activities not carried out through the University or its subsidiary companies in accordance with this Agreement.
Part B - Junior College

30 General Working Obligations

30.1 It is agreed that formal teaching duties at the Junior College shall be carried between 08.00 and 17.00 hours from Monday to Friday. Staff may be asked to teach outside these times only on a voluntary basis for a stipulated period and against additional compensation.

31 Duties and Responsibilities

This article sets down the basic duties of Junior College Academic Staff, which can be divided into teaching and administration. These two categories of duties should be viewed as complementary to each other:

31.1 Teaching

a) The maximum number of student contact hours per week which a lecturing member may be asked to perform shall be 15 hours in the case of Junior College Assistant Lecturers and Junior College Lecturers; and 13 hours in the case of Junior College Senior Lecturers. Student contact hours shall take place during term time, and shall be divided more or less equally between lectures and, small group teaching/tutoring in accordance with the published formal timetable;

b) All Junior College Lecturing Staff are also expected to participate in the setting and marking of the statutory Junior College examination papers and in the continuous assessment of student work related to the courses that they teach;

c) The Principal in consultation with the Area Coordinators shall endeavour to see that student contact hours and teaching duties in general are equitably distributed amongst members of the Junior College Academic Staff in accordance with the above provisions. Academic Staff members of each Area shall meet, at least twice every academic year, under the chairmanship of the Principal. The dates for these meetings shall be set by the Principal’s office before the end of November every year.

d) Junior College Academic Staff shall be available at set times for contact with students, colleagues and other callers in relation to their work for two hours, twice a week, in addition to their statutory hours of formal contact time.

31.2 Administration

a) Junior College Academic Staff should participate in teaching work of an administrative nature, related to the proper academic functioning of the Junior College and in relation to the post that they occupy. There should be an
equitable distribution of this type of work amongst members of the academic staff;

b) There shall be periodic meetings where the Principal and the Area Coordinators together with the members of staff discuss and agree upon teaching and administrative duties to be conducted by each member of staff.

32 Retirement and Tenure

32.1 The official retirement age shall be determined by the relevant national legislation. Persons in the grade of Junior College Lecturer and above may apply for the extension of their appointment beyond retirement age up to the age of sixty-five (65). The procedure for applying and evaluation of such extension is outlined in the Manual of Conduct and Procedures.
Part C - Leave and other Entitlements (Applicable to University and Junior College)

33 Health and Safety

33.1 While the Parties agree that applicable legislation and regulations shall be the standard for health and safety in the University and the Junior College, it is equally the duty of every academic member of staff to observe the regulations that Management may issue in this regard from time to time.

33.2 The University and the Junior College shall take reasonable measures to maintain the security of the buildings and grounds while at the same time providing access for members of staff to their offices and laboratories at all times except in cases of emergency.

33.3 A Health and Safety Policy has been drawn up by the University and this is included in the Manual of Conduct and Procedures.

34 Health Group Insurance

34.1 The University will continue to implement the existing health insurance policy.

35 Leave

35.1 Vacation Leave

Resident Academics employed by the University who at any stage opt to receive an Academic Supplement under Option ‘A’ will be thereafter entitled to 40 working days vacation leave. All other Resident Academics employed by the University and Academic Staff of the Junior College will be entitled 40 working days vacation leave in addition to the Christmas and Easter recesses.

Vacation leave should as far as possible be utilised at times outside teaching and examination periods, by mutually agreeable arrangement:

a) at Departmental or Faculty level, and with the approval of the Rector in the case of the staff at the University;

b) at Department level and with the approval of the Principal in the case of staff at the Junior College.
35.2 Special Paid Leave

Unless otherwise provided by law academic members of staff shall be entitled to the following special paid leave:

35.2.1 Birth Leave

Any academic member of staff who is the father of a new born child is entitled to 7 days (56 hours) to be taken immediately after the birth in agreement with the Head of Department (certificate to be submitted).

35.2.2 Bereavement

Two (2) days (16 hours) in the case of death of any of the relatives: parent (or person acting in such capacity), wife or husband, son or daughter, brother or sister (certificate to be submitted).

35.2.3 Marriage

Three (3) days (24 hours) to be taken immediately following wedding (certificate to be submitted)

35.2.2 Maternity Leave

Pregnant academic members of staff have the right to fourteen (14) weeks on full pay in accordance with law.

Eligible academic members of staff are to apply in writing three (3) weeks before stopping work in preparation for the birth: a medical certificate confirming the expected date of confinement is to be submitted.

Academic members of staff who take maternity leave are obliged to work for six full months (excluding leave and sick leave) on return, and in the event of failure to work a refund of the paid leave shall be made.

35.2.3 Special Maternity Leave

An academic member of staff 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 member’s sick leave entitlement.

The Sick Leave procedures as contemplated in Article 35.5 apply and have to be abided to.
Applications for such leave have to be submitted as early as possible.

35.2.4 Adoption Leave

The adoptive mother or father may avail themselves of up to five weeks adoption leave with pay, starting from the day that a child passes into their custody. This leave may be shared once by both parents if they are both employed with the University provided that they do not take the adoption leave at the same time and do not exceed the prescribed limit of five weeks.

Those academic members of staff who avail themselves of this adoption leave are obliged to work for three uninterrupted months after the five weeks adoption leave. If the adoption leave is shared between both parents, these three months are calculated on a pro rata basis.

Those academic members of staff who fail to resume duty at the expiration of this leave, or who, having resumed work, resigned or abandoned their employment without sufficient cause within three months from such resumption, shall be liable to pay the University sum equivalent to the salary they received during the Adoption Leave.

The request, submitted as early as possible, should be addressed to the Office for Human Resources Management and Development. The request is referred for the consideration of the Staff Affairs Committee, which shall evaluate and recommend its decision to Council.

35.3 Special Leave without Pay

An academic member of staff, who has been in continuous employment with the University of Malta/Junior College for a period of at least one year, may request in writing to be allowed special leave without pay for circumstances and under the conditions indicated hereunder.

Such requests, addressed to the Office for Human Resources Management and Development, 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. The respective Head and Dean, or Coordinator and Director, or the Principal in the case of members of the Junior College, will be asked to provide his recommendation on the academic’s request, what measures are to be taken to mitigate the academic’s absence on leave without pay, including whether a replacement will be required to ensure the smooth running of the academic programmes. The request is referred for the consideration of the Staff Affairs Committee, which shall evaluate and recommend its decision to Council.
These requests shall be approved on condition that work exigencies permit and at the sole discretion of Council.

All special leave that is approved has to be covered by a written agreement that has to be signed by an officer representing the University and the respective academic member of staff. This agreement shall indicate the conditions under which such approval is being granted.

The University may request documentary evidence in support of requests for special leave without pay and where medical certificates are produced, the University/Junior College may consult its medical doctor for his advice.

An academic member of staff who has been granted permission to avail of special leave without pay, and because of new circumstances would like to either cut short or extend the approved period of leave, has to submit a written request addressed to the Office for Human Resources Management and Development at least four weeks in advance who shall refer the request for the consideration of the Staff Affairs Committee.

The Staff Affairs Committee shall take into consideration the work exigencies of the University/Junior College when considering such requests.

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

Any type of unpaid leave may be followed by another, subject to an overall total limit of eight (8) years unpaid leave for the whole duration of his employment with the University/Junior College. This leave may be availed of at a stretch or broken up by periods of resumption of duty.

35.3.1 Parental Leave

Both male and female academic members of staff may avail themselves of this leave to take care of own/adopted child or when taking legal custody of a child to enable them to take care of that child for a period of twelve months until the child has attained the age of eight (8) years.

If both parents are employed with the University of Malta/Junior College they may share this special unpaid leave between them and should not be availed of concurrently. They must declare their option up-front when submitting their application for the parental leave.

If it results that academic members of staff on Parental Leave are abusing of such leave, the University may withdraw its approval for such leave. Academic members
of staff who fail to comply with the University’s instructions shall be considered to have abandoned their employment.

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

35.3.2 Adoption Leave

Special consideration shall be given for additional separate periods of unpaid leave not exceeding three months in aggregate in those cases of international adoptions that involve lengthy processing abroad.

If both parents are employed with the University/Junior College this special unpaid 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 the parental leave.

35.3.3 Leave to Foster Children

Academic members of staff may avail themselves of special unpaid leave for a period not exceeding twelve (12) months in order to foster a child.

Should the occasion arise for a further foster placement, additional unpaid leave may be allowed provided that not more than a total of twelve months special unpaid leave is availed of in every period of four years.

The fostering of more than one child at the same time is regarded as one placement.

If both parents are employed with the University/Junior College this special unpaid 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 the parental leave.

If the reason for allowing unpaid leave for fostering is no longer applicable, the academic members of staff shall have their unpaid leave terminated and they have to revert to work as and when directed by the University.

35.3.4 Career Break

Parents may be allowed a total of five (5) years leave to be utilised to take care of own/adopted/fostered child/children under the age of six (6) years. The five years must be utilised as a whole period, and may be reduced by multiples of three months. If 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/children.
Unpaid leave taken from this entitlement of five years may be shared once by both parents, but not concurrently.

35.3.5 Special Leave to accompany spouse abroad

An academic member of staff may be granted one year unpaid leave, renewable yearly on application for 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.

35.3.6 Responsibility leave

An academic member of staff may be granted twelve (12) months responsibility leave on no pay – which may be renewable – to take care of their dependent elderly parents, children or spouses because of medical and serious humanitarian and family reasons. The elderly parent or spouse must have no other responsible person living with him during the day. The elderly parent, child or spouse must be certified by a medical specialist that they require care. If both elderly parents are alive, they must be certified as being dependent on care.

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

35.3.7 Thirty Days Unpaid Leave

A maximum of thirty calendar days special leave without pay may, for a special reason, be granted in any period of twelve (12) months. This leave may also be utilised for the purpose of finding alternative employment. The academic member of staff has to avail himself of his vacation leave (on a pro rata basis) before he avails himself of this concession. Such requests shall be approved on condition that work exigencies permit and at the sole discretion of Council and only after adequate arrangements have been made to mitigate the academic’s absence, including whether a replacement will be required to ensure the smooth running of the academic programmes.

35.4 Urgent Family Leave

Full time academic members of staff may utilise sixteen (16) hours of their annual vacation leave entitlement for the purpose of urgent family matters.

Urgent family leave is granted in the following circumstances:

- Accidents to members of the immediate family,
- Sudden illness or sickness of any member of the immediate family requiring the assistance or presence of the member of staff,
- Situations requiring their presence during births and/or deaths of the immediate family.

In such circumstances, the academic member of staff has to inform the head of department, or the Principal in the case of the Junior College, of the necessity of such leave as soon as possible. The head of department/Principal may request documentary evidence.

The provisions of LN 296/2003 apply.

35.5 Sick Leave

35.5.1 Academic members of staff at the University and the Junior College are entitled to sick leave in every calendar year as follows:

a) 15 days on full pay and 15 days on half pay during the first six months of employment;

b) 30 days on full pay and 30 days on half pay following the first six months of employment.

35.5.2 When a member of staff is unable to attend to work due to sickness he is to inform the University/Junior College as early as possible.

35.5.3 Members who are reporting sick are obliged to present a medical certificate from their private doctor. Such a certificate has to reach the University/Junior College by not later than three (3) days after the commencement of sick leave.

35.5.4 Members of staff reporting sick may be examined by a medical doctor nominated by the University/Junior College;

35.5.5 Any sickness benefit which may be obtained under the Social Security Act 1956 or any statutory modification or re-enactment of the Act at the time being in force, will be deducted from the member’s salary.

35.5.6 Any unjustified absence from work, which is not covered by a medical certificate, is deemed to constitute an unauthorised absence and shall be subject to disciplinary action.

35.5.7 During any sick leave the member of staff is to remain at home, unless otherwise prescribed by the doctor. If an academic member of staff is not found at his residence, the payment of sick leave will be withheld and
disciplinary action shall be taken. Moreover, another day will be deducted from the vacation leave entitlement unless the academic’s absence from his residence is justified.

35.5.8 At any time before the expiry of certified sickness leave entitlement, the University/Junior College reserves the right to submit the academic member of staff for an examination by a medical board appointed by the University/Junior College, in order to determine his state of health and fitness for further service. The University/Junior College after consideration of the recommendations contained in the medical report may call upon the academic to retire on grounds of ill health. His retirement shall take effect as from the date of the medical board’s recommendation.

35.5.9 An academic member of staff, who is granted sick leave on the recommendation of a medical board, shall not be permitted to return to work before undergoing a medical re-examination and being pronounced fit for duty.

35.5.10 In the event that an academic member of staff has a serious illness over a long period of time, he may avail of half the unutilised leave of the preceding five years. Such sick leave may be availed of only after having utilised the full pay sick leave entitlement of the current year. Such a concession shall not apply if the member of staff is on long serious illness due to injury during personal or part-time work and injury during dangerous sports activities or any other activities not related to the University. Sick leave cannot be carried over from one year to another, other than as provided in this Article.

35.6 Injury on duty

35.6.1 An academic member of staff injured while on duty without fault or negligence on his part shall be entitled to up to twelve (12) months leave with full remuneration subject to the following conditions.

35.6.2 The University may assign the academic member of staff duties at any level that are compatible with his state of health and the member of staff shall continue to receive the full remuneration pertaining to his grade.

35.6.3 At the end of the incapacity for work the University shall within twenty one (21) days of a written request by the academic member of staff reintegrate the member of staff in his place of work or if the injury has created an incapacity by reason of which the academic member of staff is not able to resume duties to any suitable employment.

35.6.4 The request to be reintegrated shall be made by the academic member of staff in writing within seven (7) days from when the incapacity ceases or the
end of the year of injury leave to which the academic member of staff is entitled and in the event that the request is not made or the member of staff is not able to resume work within one year employment shall be terminated.

35.6.5 An academic member of staff who is “boarded out” due to injury and who has not utilised annual leave shall not be entitled to payment for such leave.

35.6.6 An academic member of staff who was injured at work, while he shall be entitled to a maximum of one year’s full salary shall have those benefits to which he would be entitled to in terms of Social Security Act, deducted from his payments as long as:

a) The injury was sustained during the discharge of his duties;

b) The injury was specifically a result of his discharge of his specific duties;

c) The injury was not sustained as a result of negligence on the academic’s part.

35.6.7 An academic member of staff who is injured and who while on injury leave is required to attend in front of the Social Security Injuries Medical Board has to inform the University about the findings of the Board as soon as possible. If the academic fails to inform the University about the findings of the Board the payment of salary shall be stopped and the academic shall be subject to disciplinary action.
Section 4 – Intellectual Property

36 Intellectual Property Rights

The Parties acknowledge the urgent need to devise and agree on an Intellectual Property Rights (IPR) policy based on the principles set out in this Section to govern the ownership rights, emanating from research and scholarship of academics and the University and to establish knowledge transfer as a strategic mission. The University of Malta thus endeavours to develop and implement an IPR policy in collaboration with the Unions and to provide support services to promote the creation of IP and the commercial exploitation of the resulting Intellectual Property Rights (IPR). The central tenets of such IPR policy are:

- incentives for academics to create Intellectual Property (IP);
- effective and efficient university support services which can evaluate and protect IPR, while deciding on the most appropriate arrangements for its exploitation;
- arrangements for apportionment of any commercial returns from the exploitation of IPR which provide for attractive rewards for the originators of the intellectual property, while safeguarding the interests of UOM in view of the resources it places at the disposal of academics; and
- compliance with EU Council Resolution on the Management of Intellectual Property in knowledge transfer activities and on a Code of Practice for Universities and Other Public Research Organisations, thus promoting the broad dissemination of knowledge created with public funds by taking steps to encourage open access to research results while enabling, where appropriate, the related intellectual property to be protected.

It is understood that a distinction should be made between Academic research on the one hand and on the other hand collaborative and/or contracted research.

36.1 IPR Office

The University will setup an office to support academic members of staff with the protection, registration and commercial exploitation of intellectual property as defined herein.
36.2 Academic Research

36.2.1 Rights of the Members of Academic Staff

As established in Article 26.1 the work of a resident academic mainly consists of teaching, Academic research and University administration. It is understood that Resident Academics are free to conduct research on any topic they desire within the ethical guidelines provided by the University as long as the necessary resources are available.

As stated in Article 27.2 by means of Academic research, academics should aim to:

- sustain their scholarship and expertise, and improve their academic performance;
- support the essential educational function with respect to students and trainees;
- produce a portfolio of peer-reviewed publications; and
- contribute to social and economic development, nationally, regionally and globally.

36.2.2 Ownership

It is understood that, by default, the intellectual property arising from Academic Research shall vest with the University. However the originator/s shall be entitled to 50% of all net profits gained by the University and its subsidiary companies deriving from the commercial exploitation of such IPR, subject to any rights other third parties may be entitled to. It is understood that the academic/s concerned will collaborate with the University to facilitate such commercial exploitation. It is also further understood that the originator’s right to use the said IP for strictly non-commercial purposes is protected by the University.

36.2.3 Notification of existence of IPR

Members of academic staff shall notify the Director of Legal Services of the University with all Intellectual Property which is potentially commercialisable and with any associated materials, including research results, both prior to commencement and once the research has reached a stage wherein it is commercially exploitable. In case of doubt as to whether research is commercially exploitable or otherwise, academic members of staff undertake to seek the advice of the Director of Legal Services.
36.2.4 Modus Operandi

It is further understood that the University is entitled to commercially exploit any result obtained under its aegis, and moreover should the originator/s concerned wish that the University protects and exploits such results commercially he should in the first instance attempt to do so through the University’s commercial arm by submitting a detailed written proposal outlining the scope of the prospective venture. The IP Office in collaboration with the said originator/s shall ensure that the content of their proposal does not in any way infringe any third party rights.

On receipt of such proposal the University will decide whether it has an interest to protect and exploit the relevant IPR, and if so will develop an action plan which it will communicate to the originator in writing by not later than six (6) months from date of receipt of the proposal. Should the University decide that it has no interest in pursuing the proposal, or should it fail to inform the originator about its decision thereon the University will assign all its rights, title and interest in such IPR to the originator/s whilst the University retains the right to use the said IPR in whichever manifestation for strictly non-commercial purposes. Moreover the University shall be entitled to 15% of all net profits gained by the originator/s derived from commercial exploitation of such IPR. It is understood that the University will collaborate with the academic/s concerned to facilitate the commercial exploitation.

It is understood that academics will not enter into any sponsorships or commercial agreements with third parties related to their research at University without the explicit consent of the Rectorate. This said, it is further understood that consent will generally be granted for such requests as long as the IP rights of the University are safeguarded, otherwise the claims on IP rights expected by the sponsor must be agreed upon explicitly upfront.

36.2.5 Teaching and Scholarly Materials

Ownership of teaching and scholarly materials created by a member of academic staff during the course of his employment shall belong to the author in accordance with copyright law and unless in conflict with the provisions of this law, the University shall be entitled to use such materials subject to the moral rights of the author to be acknowledged, and provided that the University refrains from using the work of the author in a way prejudicial to the honour or reputation of the author. The author is free to publish and disseminate the said teaching and scholarly materials on the understanding that the University is duly acknowledged in such publications.
36.3 Collaborative and/or Contracted research

36.3.1 Rationale

This type of research is carried out with an eye to investment and long-term accrual of IP. Such collaborative and/or contracted research is intended to enhance the University of Malta’s international reputation as a centre of excellence in specific areas which are of particular relevance to the socio-economic development of the country, or which leverage and enhance specific assets that exist in Malta, be they intellectual or other, and which can enhance the institution’s brand and recognition as a distinguished seat of innovation. Collaborative and/or contracted research is also seen as the principal but not the only way of interfacing with non-public funding agencies, industry, venture capital institutions, business angels etc. with an eye to promoting the creation of IP, commercial spinoffs, or practical application of innovation. In some cases collaborative and/or contracted research can be also applied to projects funded by public agencies.

On an annual basis the University will update a prospectus highlighting its collaborative and/or contracted research strategy as it evolves in the light of evolving national requirements or perceived opportunities. Such a strategy will provide a backdrop to motivate academics to propose initiatives in line with the University’s collaborative and/or contracted research programme. Moreover the University in collaboration with Government and private industry may bootstrap specific collaborative and/or contracted research projects within this framework through funding instruments which will also include funding for contracted research via research associateships and fellowships as outlined in Article 19.2.

Irrespective of how a research project is conceived, once a project is formally adopted as a collaborative and/or contracted research project, staff engaged to participate, be they academic, technical or administrative would be expected to abide by the specified project’s terms of reference, timelines, and conditions as regulated by the respective definite contracts of engagement.

As stated in Article 19.2 any Resident Academic member of staff may apply to take a research fellowship or research associateship in a collaborative and/or contracted research project of the University for a definite period of time.

As mentioned earlier, such temporary engagement of an academic within the Research Stream will be governed by a separate contract for a definite period which will regulate amongst others the conditions of engagement and the ownership rights on intellectual property produced. It is understood that such terms will be negotiated on a case by case basis given that contracted projects will undoubtedly
vary substantially depending on the nature of the project, the stakeholders and the sources of funding involved.

36.3.2 Principles regarding Collaborative and/or Contracted research

The rules governing collaborative and/or contracted research activities shall be determined on a case by case basis depending on the objectives of each partner. They should take into account the level of external funding and be in accordance with the objectives of the research activities. Collaborative and/or contracted research projects should seek wherever possible: to maximise the commercial and socio-economic impact of the research; to support the University’s objective to attract private research funding; to maintain an intellectual property position for the University that allows further academic and collaborative research; and to avoid impeding the dissemination of the Research and Development results.

IP-related issues should be clarified at management level and as early as possible in the research project, ideally before it starts. IP-related issues include allocation of the ownership of intellectual property which is generated in the framework of the project (hereinafter “foreground”), identification of the intellectual property which is possessed by the parties before starting the project (hereinafter “background”) and which is necessary for project execution or exploitation purposes, access rights to foreground and background for these purposes, and the sharing of revenues.

In a collaborative research project, ownership of the foreground should stay and vest with the party that has generated it, but can be allocated to the different parties on the basis of a contractual agreement concluded in advance, adequately reflecting the parties' respective interests, tasks and financial or other contributions to the project. In the case of contracted research the foreground generated by the University is generally owned by the private-sector party. The ownership of background should not be affected by the project.

36.3.3 Participation of Resident Academic Members of Staff in collaborative and/or contracted research

Remuneration and other terms and conditions regulating the participation of Resident Academic members of staff in collaborative and/or contracted research projects as described above, shall be regulated by a contract for service within the parameters of the agreement reached between the research partners as explained within this Agreement.

2 Access rights refer to rights granted by the parties to each other, as opposed to licences to third parties. They should determine which parties can use which pieces of foreground/background, for research purposes and/or for exploitation purposes, and on what conditions.
36.4 Confidentiality and Non-Disclosure

36.4.1 Academic members of staff undertake not to disclose any confidential information, data, materials, know-how, trade secrets or any other IP to any unauthorised third party and shall also undertake to keep such information secure and strictly confidential both during the course of research activity, be it of an Academic or collaborative/contract nature, and also on and following completion thereof.

36.5 Material Breach

36.5.1 Any breach of any of the articles mentioned in Section 4 of this Agreement shall constitute a material breach of this Agreement, and shall be subject to disciplinary action and legal proceedings, where appropriate.

36.6 Non-retroactivity

Any rights granted by virtue of this Agreement shall not apply retroactively, and in any case shall be without any prejudice to any prior agreements or provisions of a legally binding nature between University and third parties concerning and/or regulating IPR.
Section 5: Education, Training and Development

Part A – University of Malta

37 Personal Development

37.1 Both parties acknowledge the importance that Resident Academics are given the opportunity to further pursue their education: to enhance their lecturing and research skills, and acumen; and to broaden and deepen their expertise.

37.2 Training requirements may be identified by a Resident Academic per se or by the institution as a result of quality assurance procedures.

37.3 All Resident Academic staff who at the time of signing of the Collective Agreement are at the grade of Assistant Lecturer will be required to follow a series of seminars organised by the University on pedagogy, educational technologies and lecturing methods once they are promoted to Lecturer and before they attain the grade of Senior Lecturer. All other Resident Academics will be provided with the opportunity to follow short-courses organised by the University on the deployment of the latest educational and distance learning technologies and courseware development.

38 Sabbatical Issues

38.1 Sabbatical leave is granted by the University by releasing Resident Academic members of staff from their teaching and administrative commitments in order to engage in scholarly research or related activities.

38.2 Resident Academic members in the grade listed in Article 19.1.1 are entitled to a year’s sabbatical leave with full pay and all other entitlements after every six years of continuous service. The University is obliged to make arrangements for any required replacement for the duration of the leave. For periods of continuous service that are longer than six years, the duration of sabbatical leave for which the academic member of staff is eligible will increase pro rata, up to a maximum of two years.

38.3 Resident Academic members of staff may opt to take six months’ sabbatical leave with full pay, after a period of three years of continuous service in the post of Lecturer or higher grades. This leave should be taken such that only one semester of teaching at the University would be interrupted.

38.4 If the years of service are interrupted by any other type of justified long leave, i.e. sick leave, maternity/parental leave, etc. the duration of the leave taken
has to be compensated by an equal period of service which is added on to the six years required for eligibility for sabbatical leave. The same applies for academics who are engaged for definite periods on research associateships or fellowships.

38.5 At the end of the sabbatical, the beneficiary is to submit a report on the work undertaken during the sabbatical. The University shall bind the beneficiary of sabbatical leave to continue serving the institution for at least one year from the end of the sabbatical.

38.6 Assistant Lecturers are not eligible for Sabbatical Leave. When calculating years of uninterrupted service for the purpose of sabbatical leave, the years of service an academic spends in the grade of Assistant Lecturer shall not be taken into consideration.

39 Academic Resources Fund

The Academic Resources Fund (ARF) is intended to support the continuous professional development of an academic and to provide the tools and resources required by an academic to adequately fulfil the teaching and Academic Research commitments within the University.

The Academic Resources Fund shall cover the following academic expenses:

(a) books and other literature;
(b) learned society dues;
(c) attendance at academic conference in Malta and overseas;
(d) other academic expenses, including computers, software and IT accessories.

39.1 Academic Resources Funds Committee

The governance of the Academic Resources Fund is entrusted to a specific Committee made up as follows:

- the Rector, or his delegate;
- four University representatives appointed by Council; and
- four members representing the Academic Staff Unions.

The policy and procedures on the administration and operation of the Academic Resources Fund are set out in the Manual of Conduct and Procedures.
The Rector or his delegate chairs the Committee. The ARF Committee’s role is to define polices, establish criteria and take final decisions on matters related to the Fund.

The Director of Human Resources, or a delegate, attends Committee meetings and acts as Secretary to the Committee. The Finance Office will be responsible for carrying out regular audit checks to ensure that the policy and procedure guidelines are being adhered to.

39.2 Annual Allocations

On an annual basis Resident Academics and Assistant Lecturers will be entitled to the rates of allocation as outlined in Appendix III. The Resources Fund should be utilised in accordance with the procedures and guidelines stipulated in the Manual of Conduct and Procedures.

Academic Resources Funds are mainly intended to support those academics who occupy a substantive Resident Academic post. Visiting Teaching staff may require resources, such as text books and journals, to support their teaching activity. On an annual basis Visiting Teaching staff will be entitled to the rates of allocation as outlined in Appendix IV. Visiting or temporary research staff should be provided for through the projects they are engaged in.

Academic staff may roll over their allocation from year to year, provided that the monies being rolled over do not exceed the value of their annual allocation.

40 Academic Research Fund

There shall be an Academic Research Fund intended to support, seed and bridge academic research and it shall be administered as described in accordance with the procedures and guidelines stipulated in the Manual of Conduct and Procedures.
Part B – Junior College

41 Personal Development

41.1 Parties acknowledge the importance that Academic Staff of the Junior College are given the opportunity to further pursue their education: to enhance their lecturing skills and acumen; and to broaden and deepen their expertise.

Training requirements may be identified by a member of the Academic Staff of the Junior College per se or by the institution as a result of quality assurance procedures.

41.2 All Academic staff of the Junior College who at the time of signing the Collective Agreement assumed the grade of Junior College Assistant Lecturer will be required to follow a series of seminars organised by the Junior College on pedagogy, educational technologies and lecturing methods once they are promoted to Junior College Lecturer and before they attain the grade of Junior College Senior Lecturer.

42 Junior College Academic Resources Fund

42.1 Junior College Academic Staff are eligible for Academic Resource Funds to support their teaching, their activities related to curriculum development and the promotion of their subject in schools.

The Junior College Academic Resources Fund (JCARF) shall cover the following academic expenses:

a. books and other literature;
b. activities related to curriculum development;
c. attendance at academic conference in Malta and overseas;
d. other academic expenses, including computers, software and IT accessories.

42.2 The governance of the JCARF will be entrusted to the Committee described in Article 39.1. The policy and procedures on the administration and operation of the Junior College Academic Resources Fund are set out in the Manual of Conduct and Procedures. The JCARF will be treated as a separate fund from the University Academic Resources Fund and it is understood that no money will be transferred from one fund to the other.
On an annual basis Academic Staff of the Junior College will be entitled to the rates of allocation as outlined in Appendix V.
Section 6: Quality Assurance

Part A- University

43 Quality Objectives for the University

43.1 The University has set up the Academic Programmes Quality and Resources Unit (APQRU) to provide the administrative support necessary to ensure that:

- The learning outcomes, and the course and study-unit descriptions of any new teaching programmes proposed are well defined in accordance with established practice and University regulations, and moreover that the resources required to deliver the programme to the highest standards of quality are determined;

- The learning outcomes, and the course and study-unit descriptions of any established teaching programme are reviewed periodically, and moreover the resource requirements are updated; and

- The mechanisms to obtain student appraisal and feedback on delivery of lectures in the various teaching programmes are established and moreover the feedback received is followed up with an eye to improving the quality of the delivery.

43.2 Deans and Heads of Department shall be responsible for ensuring that the study-units offered by the staff members of the Faculty/Department are delivered on time, and at the time and venue as advertised in the timetable. It is understood that the onus to notify University administration in good time about any deviations from the advertised timetable lies solely with the academic member of staff concerned and such deviations must be formally recorded with justification to the satisfaction of the Head of Department and the Dean. Deviations from the advertised timetable which are not appropriately justified or which are not appropriately recorded will be considered as a breach of proper conduct.

43.3 The University will from time to time be subjected to external quality reviews and will thus expect all Academic Staff engaged to collaborate fully in such reviews by providing all information requested for the proper conduct of the reviews.

43.4 The University will conduct an appraisal of the output of Resident Academics whereby on an annual basis each academic will be expected to submit:

- a full list of peer reviewed publications which he has (co-) authored;
• the list of study-units he has delivered, and where this was done in collaboration with others, the exact number of lectures he has delivered of the respective study-units;

• the grants/awards/prizes/patents he has managed to secure; and

• other relevant outputs such as supervision/examination of student research, membership of committees, boards etc., other engagements and assignments.
Part B – Junior College

44 Quality Objectives for the Junior College

44.1 The Academic Programmes Quality and Resources Unit of the University (APQRU) will also provide the administrative support necessary to ensure that:

- The teaching programme of the various subjects offered at the Junior College at intermediate or advanced level are delivered in accordance with the formal syllabus established by MATSEC;
- The resources required for the delivery of the teaching programmes of the Junior College to the highest standards of quality are determined; and
- The mechanisms to obtain student appraisal and feedback on the delivery of lectures in the various teaching programmes are established and moreover the feedback received is followed up with an eye to improving the quality of the delivery.

44.2 The Junior College will operate a system to ensure that all lectures are delivered on time, and at the time and venue as advertised in the timetable. It is understood that the onus to notify Junior College administration in good time about any deviations from the advertised timetable lies solely with the academic concerned and such deviations must be formally recorded with justification. Deviations from the advertised timetable which are not appropriately justified to the satisfaction of the Principal or which are not appropriately recorded will be considered as a breach of proper conduct.

44.3 The Junior College will from time to time be subjected to external quality reviews and will thus expect all Academic Staff engaged to collaborate fully in such a review by providing all information requested for the proper conduct of the review.
Section 7 - Remuneration

Part A - University

45 Salary Scales

45.1 The maximum basic salary scales under Option ‘A’ and under Option ‘B’ for the following grades of full-time Resident Academic staff, for the period January 2009 up to December 2013, inclusive of the cost of living adjustment for the years 2009 to 2013, shall be as indicated hereunder:

<table>
<thead>
<tr>
<th>Grade</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
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<tr>
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<td>€</td>
<td>€</td>
<td>€</td>
<td>€</td>
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<td>30,051</td>
<td>31,122</td>
<td>32,068</td>
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<td>32,154</td>
<td>33,194</td>
<td>34,384</td>
<td>35,423</td>
</tr>
<tr>
<td>Professor</td>
<td>33,505</td>
<td>35,167</td>
<td>36,308</td>
<td>37,450</td>
<td>38,592</td>
</tr>
</tbody>
</table>

Moreover, the maximum basic salary scale for Assistant Lecturers and Assistant Lecturers with Masters are as follows:

<table>
<thead>
<tr>
<th>Grade</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>€</td>
<td>€</td>
<td>€</td>
<td>€</td>
<td>€</td>
</tr>
<tr>
<td>Assistant Lecturer</td>
<td>21,247</td>
<td>22,214</td>
<td>22,937</td>
<td>23,736</td>
<td>24,458</td>
</tr>
<tr>
<td>Assistant Lecturer with Masters</td>
<td>22,876</td>
<td>23,936</td>
<td>24,713</td>
<td>25,581</td>
<td>26,357</td>
</tr>
</tbody>
</table>

The grades of Assistant Lecturers and Lecturer carry three annual increments from the lowest level of the scale to the maximum of scale as shown below:

<table>
<thead>
<tr>
<th>Grade</th>
<th>2009 -2013</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>€</td>
</tr>
<tr>
<td>Assistant Lecturer</td>
<td>531 x 3</td>
</tr>
<tr>
<td>Assistant Lecturer with Masters</td>
<td>596 x 3</td>
</tr>
<tr>
<td>Lecturer</td>
<td>641 x 3</td>
</tr>
</tbody>
</table>

A table of the respective salary scales with increments for the grades of Assistant Lecturers and Lecturers for the period 2009 up to 2013 is set out in Appendix VI.

45.2 In addition to the basic salary, full-time Resident Academic staff under Option ‘A’ and under Option ‘B’ are paid an annual Academic Supplement for the period January 2009 up to December 2013 as shown hereunder:
Moreover, the annual Academic Supplement for Assistant Lecturers and Assistant Lecturers with Masters are as follows:

<table>
<thead>
<tr>
<th>Grade</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Lecturer</td>
<td>€</td>
<td>€</td>
<td>€</td>
<td>€</td>
<td>€</td>
</tr>
<tr>
<td>Lecturer</td>
<td>3,036</td>
<td>3,143</td>
<td>3,455</td>
<td>3,543</td>
<td>4,088</td>
</tr>
<tr>
<td>Assistant Lecturer with Masters</td>
<td>3,215</td>
<td>3,332</td>
<td>3,883</td>
<td>4,212</td>
<td>4,297</td>
</tr>
</tbody>
</table>

45.3 The Grades of Associate Professor and Professor, both under Option ‘A’ and also under Option ‘B’ carry a special Annual Professorial Allowance for the period January 2009 up to December 2013 as shown below:

<table>
<thead>
<tr>
<th>Grade</th>
<th>2009 - 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>€</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>1,282</td>
</tr>
<tr>
<td>Professor</td>
<td>2,100</td>
</tr>
</tbody>
</table>

45.4 The rate of payment for the part-time TRn Resident Academics in the grades listed in Articles 19.1.1 shall be calculated for each applicable year based on Option ‘A’ or Option ‘B’, on a pro-rata basis, where each of the $n$ sessions is equivalent to 0.11 of the applicable full-time salary inclusive of any allowances and academic supplement.

45.5 The rate of payment for the part-time Assistant Lecturers shall be calculated for each applicable year, on a pro-rata basis, where each of the $n$ sessions is equivalent to 0.11 of the applicable full-time salary inclusive of any allowances and academic supplement.
45.6 The annual rate of payment for Visiting Teaching Staff at T1 level having a Council appointment, in the grades listed in Article 19.3, shall be as follows:

<table>
<thead>
<tr>
<th>Grade</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Visiting Professor</td>
<td>€1,704</td>
<td>€1,784</td>
<td>€1,871</td>
<td>€1,958</td>
<td>€2,058</td>
</tr>
<tr>
<td>Visiting Associate Professor</td>
<td>€1,525</td>
<td>€1,608</td>
<td>€1,691</td>
<td>€1,774</td>
<td>€1,872</td>
</tr>
<tr>
<td>Visiting Senior Lecturer</td>
<td>€1,351</td>
<td>€1,422</td>
<td>€1,486</td>
<td>€1,568</td>
<td>€1,648</td>
</tr>
<tr>
<td>Visiting Lecturer</td>
<td>€1,188</td>
<td>€1,245</td>
<td>€1,308</td>
<td>€1,375</td>
<td>€1,446</td>
</tr>
<tr>
<td>Visiting Assistant Lecturer</td>
<td>€1,044</td>
<td>€1,091</td>
<td>€1,144</td>
<td>€1,192</td>
<td>€1,226</td>
</tr>
</tbody>
</table>

The rates for Tn will be multiples of the T1 shown above.

45.7 The rates of payment for the temporary part-time engagement of Teaching Assistant (TA) and Research Assistant (RA), for the period January 2009 up to December 2013 shall be not less than €15 per hour and €25 per hour respectively. The rate shall be established by the Rector in consultation with the Finance Director and the Head of Department concerned.

Part B – Junior College

46 Salary Scales

46.1 The maximum basic salary scales for the following grades of full-time Junior College academic members of staff having a Council appointment, for the period January 2009 up to December 2013, inclusive of the cost of living adjustment for the years 2009 to 2013, shall be as indicated hereunder:

<table>
<thead>
<tr>
<th>Grade</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Junior College Assistant Lecturer</td>
<td>€21,247</td>
<td>€22,214</td>
<td>€22,671</td>
<td>€23,095</td>
<td>€23,519</td>
</tr>
<tr>
<td>Junior College Assistant Lecturer with Masters</td>
<td>€22,876</td>
<td>€23,936</td>
<td>€24,423</td>
<td>€24,880</td>
<td>€25,334</td>
</tr>
<tr>
<td>Junior College Lecturer</td>
<td>€24,505</td>
<td>€25,658</td>
<td>€26,173</td>
<td>€26,662</td>
<td>€27,151</td>
</tr>
<tr>
<td>Junior College Senior Lecturer I</td>
<td>€27,769</td>
<td>€29,104</td>
<td>€29,677</td>
<td>€30,232</td>
<td>€30,786</td>
</tr>
<tr>
<td>Junior College Senior Lecturer II</td>
<td>€29,204</td>
<td>€30,628</td>
<td>€32,692</td>
<td>€33,303</td>
<td>€33,913</td>
</tr>
</tbody>
</table>
The grades of Junior College Assistant Lecturers and Junior College Lecturer carry three annual increments from the lowest level of the scale to the maximum of scale as shown below:

<table>
<thead>
<tr>
<th>Grade</th>
<th>2009-2013</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>€</td>
</tr>
<tr>
<td>Assistant Lecturer</td>
<td>531 x 3</td>
</tr>
<tr>
<td>Assistant Lecturer with Masters</td>
<td>596 x 3</td>
</tr>
<tr>
<td>Lecturer</td>
<td>641 x 3</td>
</tr>
</tbody>
</table>

A table of the respective salary scales with increments for the grades of Junior College Assistant Lecturers and Junior College Lecturers for the period 2009 up to 2013 is set out in Appendix VII.

46.2 In addition to the basic salary, Junior College academic members of staff are paid an annual academic supplement for the period January 2009 up to December 2013 as shown hereunder:

<table>
<thead>
<tr>
<th>Grade</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>€</td>
<td>€</td>
<td>€</td>
<td>€</td>
<td>€</td>
</tr>
<tr>
<td>Junior College Assistant Lecturer</td>
<td>2,337</td>
<td>2,444</td>
<td>2,494</td>
<td>2,540</td>
<td>2,587</td>
</tr>
<tr>
<td>Junior College Assistant Lecturer with Masters</td>
<td>2,516</td>
<td>2,633</td>
<td>2,687</td>
<td>2,737</td>
<td>2,787</td>
</tr>
<tr>
<td>Junior College Lecturer</td>
<td>4,351</td>
<td>4,501</td>
<td>4,567</td>
<td>4,631</td>
<td>4,695</td>
</tr>
<tr>
<td>Junior College Senior Lecturer I</td>
<td>4,775</td>
<td>4,949</td>
<td>5,023</td>
<td>5,095</td>
<td>5,167</td>
</tr>
<tr>
<td>Junior College Senior Lecturer II</td>
<td>4,962</td>
<td>5,147</td>
<td>5,415</td>
<td>5,494</td>
<td>5,574</td>
</tr>
</tbody>
</table>
Collective Agreement for Academic Staff
Of the University of Malta
and
Academic Staff of the Junior College
2009 ~ 2013

Signed today 21st January, 2009

Professor David Attard
President, Council
University of Malta

Professor Juanito Camilleri
Rector
University of Malta

Dr Victor Buttigieg
President
University of Malta Academic Staff Association

Dr Michael Saliba
Secretary
University of Malta Academic Staff Association

Mr John Bencini
President
Malta Union of Teachers

Mr Franklin Barbara
General Secretary
Malta Union of Teachers
APPENDIX I

Grades - University of Malta

Resident Academic Stream*

Lecturer
Senior Lecturer
Associate Professor
Professor

Visiting Teaching Stream

Visiting Assistant Lecturer
Visiting Lecturer
Visiting Senior Lecturer
Visiting Associate Professor
Visiting Professor

Grades - Junior College

Grade

Junior College Assistant Lecturer
Junior College Assistant Lecturer with Masters
Junior College Lecturer
Junior College Senior Lecturer I
Junior College Senior Lecturer II

*Assistant Lecturers and Assistant Lecturers with Masters may also be appointed as per Article 19.1.4
APPENDIX II

Agreed Benchmarks on Academic Effort

1 Academic Effort Dedicated to Teaching

A typical certificate, diploma and degree programme of the University is structured in terms of a number of study-units. In accordance with the Bologna process each study-unit is equated to a number of credits in the European Credits Transfer Scheme (ECTS). One ECTS credit should equate to 25 hours of student effort. Study-units may vary in nature, they may be:

- Lecture Based;
- Lecture+Tutorial/Laboratory Based;
- Supervision Based;
- Laboratory Based;
- Teaching-practice Based; or
- based on some other building block as approved by the Programme Validation Committee appointed by Senate.

1.1 A Lecture Based Study-unit normally entails 5 to 7 hours of formal lectures and, up to two tutorial hours or up to two laboratory/fieldwork session hours per 1 ECTS. The effort to deliver the said lectures, tutorials, laboratory/fieldwork sessions by the academic concerned, to a class comprising of up to 30 students, and assuming that each tutorial, laboratory or fieldwork session is not repeated, is defined as a unit of Academic Effort, hereinafter referred to as 1 AE. For classes comprising more than 30 students, 0.05 AE shall be added to the workload of the academic concerned for each additional group of 10 students or part thereof (for example, a class of 52 students is equated to 1.15AE while one of 250 students is equated to 2.1AE). When tutorials, laboratory/fieldwork sessions have to be repeated it is understood that the academic shall be assisted by Teaching Assistants specifically engaged by the respective department for this purpose.

The 5 to 7 hours of lecturing time within the Lecture Based study-unit are considered as essential and compulsory. On the other hand departments may use their own judgement to determine both the number and combinations of tutorials, laboratory sessions and fieldwork sessions (if any) required for a
study-unit. However, once the number and type/s of sessions are established and advertised within a programme, departments will be expected to deliver accordingly.

1.2 **Lecture+Tutorial/Laboratory Based** – This is similar to Lecture Based units but it is assumed that there are more tutorial/lab sessions than indicated above. The academic effort is calculated exactly the same as above, except that an extra 0.2 AE per each extra hour of Tutorial/Laboratory session given by the lecturer is added. For example, a study unit comprising 7 lectures and 7 tutorials/laboratory sessions is equated to 2 AE (as per paragraph 1.1 of this Appendix, the effort to deliver 7 lectures and up to 2 tutorials/lab sessions is equated to 1 AE, the additional 5 tutorials/lab sessions equate to a further 1AE (5 multiplied by 0.2)).

1.3 **Supervision Based Study-units** - A degree programme often requires students to write long essays, research papers, conduct assigned practical tasks, implement final year projects or write post-graduate dissertations or theses. In such cases the academic effort required by supervisors of such tasks varies depending on the academic level and the nature of the degree programme concerned. The following benchmarks are being established: (in the case of part-time students the amount of academic effort is assigned on a pro-rata basis):

i. Supervision of long essays, research papers, assigned practical tasks, conducted at undergraduate or post-graduate level where it is understood that the supervision of such tasks is divided equitably amongst a group of academics be they in a single department or across departments, is assigned 1 AE per annum for each of the academics involved;

ii. Supervision of undergraduate final year projects (even if preparation for these starts in the penultimate year of a degree programme) is assigned 1 AE per student once the student arrives in the final year;

iii. Supervision of the dissertation of a taught MA or MSc degree is assigned 2 AE per student when the student arrives in the final year of the degree programme;

iv. Supervision of the dissertation of an MA or MSc conducted predominantly by research is assigned 3 AE per full-time student per annum;

v. Supervision of an M.Phil. or Ph.D. student is assigned 4 AE per full-time student per annum.

1.4 **A Laboratory Based Study-unit** typically entails 4 to 6 ECTS worth of student effort as students are required to participate in a 3 to 6 hour laboratory session per week throughout an academic year. The academic effort entailed to run
such study-units equates to 1 AE on the understanding that lecturers who are responsible to oversee such laboratory based study-units will be supported by Teaching Assistants.

1.5 A **Teaching-practice Study-unit** normally entails 8 ECTS worth of student effort. An academic entrusted with overseeing the teaching practice of a student is expected to conduct a number of school visits which effort is equated to 0.25 AE per student per academic year.

1.6 The academic effort assigned to study units as described above is subject to monitoring and refinement between the University and the Unions in agreement.

1.7 Other types of study-units may be identified as building blocks within specific degree programmes which, due to their very nature, need special teaching/learning paradigms which are not covered by the categories described above. For each new type of study-unit determined as a necessary type of building block the academic effort involved will be analysed and established by the University in consultation and agreement with the Unions.
## APPENDIX III

### Academic Resources Fund - Rates of Allocation for Resident Academics of the University

<table>
<thead>
<tr>
<th>Post/Grade:</th>
<th>Full-time</th>
<th>TR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>€</td>
<td>4</td>
</tr>
<tr>
<td>Professor</td>
<td>3,727.00</td>
<td>1,653.86</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>3,727.00</td>
<td>1,653.86</td>
</tr>
<tr>
<td>Senior Lecturer</td>
<td>3,261.12</td>
<td>1,444.21</td>
</tr>
<tr>
<td>Lecturer</td>
<td>3,261.12</td>
<td>1,444.21</td>
</tr>
<tr>
<td>Assistant Lecturer</td>
<td>3,261.12</td>
<td>1,444.21</td>
</tr>
</tbody>
</table>
APPENDIX IV

Academic Resource Fund - Rates of Allocation for Visiting Teaching Staff of the University

<table>
<thead>
<tr>
<th>Post/Grade:</th>
<th>T</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Visiting Professor</td>
<td>€</td>
</tr>
<tr>
<td>151.41</td>
<td>302.82</td>
</tr>
<tr>
<td>Visiting Associate Professor</td>
<td>€</td>
</tr>
<tr>
<td>151.41</td>
<td>302.82</td>
</tr>
<tr>
<td>Visiting Senior Lecturer</td>
<td>€</td>
</tr>
<tr>
<td>128.12</td>
<td>256.23</td>
</tr>
<tr>
<td>Visiting Lecturer</td>
<td>€</td>
</tr>
<tr>
<td>128.12</td>
<td>256.23</td>
</tr>
<tr>
<td>Visiting Assistant Lecturer</td>
<td>€</td>
</tr>
<tr>
<td>128.12</td>
<td>256.23</td>
</tr>
</tbody>
</table>
APPENDIX V

Academic Resources Fund - Rates of Allocation for Academic Staff of the Junior College

<table>
<thead>
<tr>
<th>Post/Grade</th>
<th>€</th>
</tr>
</thead>
<tbody>
<tr>
<td>Junior College Senior Lecturer II</td>
<td>1,863.50</td>
</tr>
<tr>
<td>Junior College Senior Lecturer I</td>
<td>1,863.50</td>
</tr>
<tr>
<td>Junior College Lecturer</td>
<td>1,863.50</td>
</tr>
<tr>
<td>Junior College Assistant Lecturer</td>
<td>1,863.50</td>
</tr>
</tbody>
</table>
APPENDIX VI

Incremental salary scales for the grades of Assistant Lecturers and Lecturer

<table>
<thead>
<tr>
<th>Grade</th>
<th>Increment</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Lecturers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Lecturer</td>
<td>first</td>
<td>531</td>
<td>21,247</td>
<td>22,214</td>
<td>22,937</td>
<td>23,736</td>
</tr>
<tr>
<td>Assistant Lecturer</td>
<td>second</td>
<td>531</td>
<td>20,716</td>
<td>21,883</td>
<td>22,406</td>
<td>23,205</td>
</tr>
<tr>
<td>Assistant Lecturer</td>
<td>third</td>
<td>531</td>
<td>20,185</td>
<td>21,152</td>
<td>21,875</td>
<td>22,674</td>
</tr>
<tr>
<td>Assistant Lecturer</td>
<td>entry in scale</td>
<td>531</td>
<td>19,654</td>
<td>20,621</td>
<td>21,344</td>
<td>22,143</td>
</tr>
<tr>
<td>Assistant Lecturer with Masters</td>
<td>third</td>
<td>596</td>
<td>22,876</td>
<td>23,935</td>
<td>24,713</td>
<td>25,581</td>
</tr>
<tr>
<td>Assistant Lecturer with Masters</td>
<td>second</td>
<td>596</td>
<td>22,280</td>
<td>23,340</td>
<td>24,117</td>
<td>24,985</td>
</tr>
<tr>
<td>Assistant Lecturer with Masters</td>
<td>first</td>
<td>596</td>
<td>21,654</td>
<td>22,744</td>
<td>23,521</td>
<td>24,389</td>
</tr>
<tr>
<td>Assistant Lecturer with Masters</td>
<td>entry in scale</td>
<td>596</td>
<td>21,088</td>
<td>22,143</td>
<td>22,925</td>
<td>23,703</td>
</tr>
<tr>
<td>Lecturer - Option 'A' and Option 'B'</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lecturer</td>
<td>first</td>
<td>641</td>
<td>24,505</td>
<td>25,653</td>
<td>26,492</td>
<td>27,429</td>
</tr>
<tr>
<td>Lecturer</td>
<td>second</td>
<td>641</td>
<td>23,864</td>
<td>25,017</td>
<td>25,851</td>
<td>26,788</td>
</tr>
<tr>
<td>Lecturer</td>
<td>third</td>
<td>641</td>
<td>23,223</td>
<td>24,376</td>
<td>25,210</td>
<td>26,147</td>
</tr>
<tr>
<td>Lecturer</td>
<td>entry in scale</td>
<td>641</td>
<td>22,582</td>
<td>23,735</td>
<td>24,663</td>
<td>25,506</td>
</tr>
</tbody>
</table>

Collective Agreement 2009–2013
APPENDIX VII

Incremental salary scales for the grades of Junior College Assistant Lecturers and Junior College Lecturer

<table>
<thead>
<tr>
<th>Grade</th>
<th>Increment</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Junior College Assistant Lecturer</td>
<td>third increment</td>
<td>531</td>
<td>21,247</td>
<td>22,214</td>
<td>22,671</td>
<td>22,095</td>
</tr>
<tr>
<td></td>
<td>second increment</td>
<td>531</td>
<td>20,716</td>
<td>21,883</td>
<td>22,140</td>
<td>22,564</td>
</tr>
<tr>
<td></td>
<td>first increment</td>
<td>531</td>
<td>20,165</td>
<td>21,152</td>
<td>21,809</td>
<td>22,033</td>
</tr>
<tr>
<td></td>
<td>entry in scale</td>
<td></td>
<td>19,654</td>
<td>20,621</td>
<td>21,073</td>
<td>21,502</td>
</tr>
<tr>
<td>Junior College Assistant Lecturer with Masters</td>
<td>third increment</td>
<td>596</td>
<td>22,876</td>
<td>23,936</td>
<td>24,423</td>
<td>24,880</td>
</tr>
<tr>
<td></td>
<td>second increment</td>
<td>596</td>
<td>22,280</td>
<td>23,340</td>
<td>23,827</td>
<td>24,284</td>
</tr>
<tr>
<td></td>
<td>first increment</td>
<td>596</td>
<td>21,684</td>
<td>22,744</td>
<td>23,231</td>
<td>23,688</td>
</tr>
<tr>
<td></td>
<td>entry in scale</td>
<td></td>
<td>21,088</td>
<td>22,148</td>
<td>22,635</td>
<td>23,092</td>
</tr>
<tr>
<td>Junior College Lecturer</td>
<td>third increment</td>
<td>641</td>
<td>24,505</td>
<td>25,653</td>
<td>26,173</td>
<td>26,662</td>
</tr>
<tr>
<td></td>
<td>second increment</td>
<td>641</td>
<td>23,864</td>
<td>25,017</td>
<td>25,532</td>
<td>26,021</td>
</tr>
<tr>
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<td>641</td>
<td>23,223</td>
<td>24,376</td>
<td>24,891</td>
<td>25,380</td>
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<tr>
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<td>entry in scale</td>
<td></td>
<td>22,562</td>
<td>23,735</td>
<td>24,250</td>
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</table>

Collective Agreement 2009~2013

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