

## Report on Case No CEDUC-24-4967

### *The complaint*

1. This case is, in many respects, a mirror of another case – UT 0030 – decided by Final Opinion of the 6<sup>th</sup> January 2020 by former Commissioner for Education, the late Charles Caruana Carabéz. Details about Case No UT 0030 can be found on pages 49 to 52 of the English version and pages 52 to 55 of the Maltese version of the Ombudsman Case Notes 2020 (Kažijiet fil-Qosor 2020).
2. The complainant in the instant case is the person running the Lifelong Learning Centre at Msida. In 2012 she was appointed Acting Centre Administrator of the Msida Centre. Her personal record sheet details her career progression within the Education Division, from ‘Teacher’ with a permanent warrant to ‘Centre Administrator’ in 2016. She was granted indefinite status the following year, 2017.
3. To date, her duties have remained unchanged since 2016, save for the considerable increase over the years in the responsibilities associated with her job and in the number of students falling within the remit of the Centre that she heads.
4. By letter of the 5<sup>th</sup> of August 2022, under the hand of the Permanent Secretary MEYR, she was informed that she had been assimilated ‘on a personal basis’ into an Officer in Grade 6 (Education Class). In the second paragraph of this letter the Permanent Secretary went to great lengths to try and impress the



recipient that this was merely an administrative exercise in nomenclature or an exercise in cosmetic terminology.

*“Dan huwa eżerċizzju ta’ simplifikazzjoni fis-Servizz Pubbliku. B’hekk iż-żewġ nomenklaturi li s’issa kellek fil-grad ta’ Teacher (Sc 9/8/7) fi skala 8, u l-pożizzjoni indefinita ta’ Centre Administrator fi Skala 6, ġew assorbiti f’nomenklatura waħda, jiġifieri dik ta’ Uffċjal fi Grad 6 fil-Klassi tal-edukazzjoni ...”*

5. The gist of the complaint is that, with this assimilation of 2022 – ostensibly only intended for nomenclature streamlining purposes – she has now been excluded completely from the current Collective Agreement between the Government of Malta and the MUT (valid for the period 1<sup>st</sup> January 2023 to the 31<sup>st</sup> December 2027, although signed on the 15<sup>th</sup> July 2024). While her role and duties are comparable – if not indeed more onerous – to those of other Centre Co-ordinators in VPA schools (whose status was not altered in 2022 – these are the ‘administrators’ referred to in Case No UT 0030, *supra*) who, under the current Collective Agreement have been (finally) promoted to Heads of School and granted additional financial benefits, the complainant has been left out of all this.

### ***The investigation***

6. The complaint was served upon the Permanent Secretary at the Ministry responsible for Education in terms of Article 18(1) of the Ombudsman Act on the 1<sup>st</sup> of August 2024.

7. The investigation of this case has been characterised by hair-splitting on the part of the respondent Ministry and the persistent unwillingness to see the elephant in the room. On the 20<sup>th</sup> September 2024, the Permanent Secretary at



MEYR replied to this Office's notification of the 1<sup>st</sup> August. In this brief communication, after pointing out some details which are completely irrelevant to the gist of the complaint (like the fact that the complainant, notwithstanding all the years of service, is only in possession of a Bachelor's Degree in Education at MQF level 6; or the fact that the complainant's Centre fell today under the remit of the Director General Curriculum, Lifelong Learning and Employability and not under the Director General Educational Services), the Perm. Sec. admitted that the real problem in the complainant's case was the sectoral agreement.

*"In view that the present sectoral agreement signed in 2024, neither Officer in grade 6 nor Centre Administrator are part of the grading structure, [the complainant] cannot benefit from any changes in her pay package. On the other hand, the grade of Centre Coordinator was assimilated into that of Head of School".*

8. It is pertinent to point out that when in 2015 calls were issued for the posts of five Centre Administrators (including that of Centre Administrator for the Lifelong Learning Centre Malta – the post for which the complainant applied and to which she was appointed on a permanent basis in 2016), all five Centres (Lifelong Learning Malta, School of Art Malta, Drama Centre Malta, School of Music Malta and School of Visual and Performing Arts Gozo) fell under what was then the Directorate for Lifelong Learning. More significantly for the purpose of this investigation into the complainant's grievance is the fact that all five calls are substantially identical in so far as relates to duties, remuneration and salary scale, the eligibility requirements and other general condition of employment and the specific *concours*, with the only obvious variation being that specific expertise was required according to the function of each centre. Since then only nomenclatures have changed, apart from the increase in the workload of the Lifelong Learning Centre at Msida.



9. Incredibly, when the new collective agreement was being negotiated – the agreement that was eventually signed on the 15<sup>th</sup> of July of last year – the one remaining Centre Administrator – the complainant – was completely ignored. This is confirmed by the communication of the Permanent Secretary MEYR to this Office of the 6<sup>th</sup> November 2024, where he stated:

*“It is confirmed that when the call was issued, they all had the same eligibility criteria and all roles fell under the Director General Curriculum, Lifelong Learning and Employability. In the meantime, a Head College Network was appointed and only the particular schools moved under Director General Educational Services. The role of Centre Administrator remained solely for Lifelong Learning, which does not fall within the sectoral agreement”* (emphasis by the undersigned).

10. In effect, therefore, by virtue of several nomenclature changes and administrative manoeuvres – more in the nature of sleight than anything else – the complainant was for all practical purposes constructively demoted and (possibly by subterfuge) sidelined. Whether her position was left out of the sectoral agreement deliberately or through oversight is immaterial. If the former, the omission on the part of the Education Division was not only wrong in principle, unjust and improperly discriminatory but also oppressive. However, the undersigned is more inclined to believe that the omission was through negligence on the part of whoever was negotiating the sectoral agreement. Both the Ministry and the Education Division owe a duty of care towards employees falling within their remit. This negligence has caused the complainant not only pecuniary loss, but also mental anguish when realising that years of dedicated service in the field of lifelong learning had gone unrecognised. In the words of the late Commissioner Caruana Carabéz in UT 0030, “the last place where one would expect to meet with cheap labour is a Ministry or Government Department and the situation prevailing in the case of the three complainants amounts to the



exploitation which marks out cheap labour". More than four years later the same mistake is being made with eyes wide open.

### ***Conclusion and recommendation***

11. For all the above reasons, the complaint is fully justified and is therefore sustained (Art. 22 (1)(b)(d) of the Ombudsman Act (Cap. 385)).

12. The undersigned recommends that another 'personal basis' assimilation of grade (as was affected in August 2022) be carried out, and that the complainant be assimilated into an Officer in Salary Grade 5 as per the current sectoral agreement, and this with effect from the date on which the current sectoral agreement came retroactively into force, that is from 1<sup>st</sup> January 2023.



Vincent A De Gaetano  
Commissioner for Education

22 October 2025