

THIS COLLECTIVE AGREEMENT is made pursuant to the Industrial Relations Act on this 10th day of March 2011 between the **NGEE ANN POLYTECHNIC**, a body incorporated by the Ngee Ann Polytechnic Act of 535 Clementi Road, Singapore 599489 (hereinafter called the “Polytechnic”, which expression includes its successors and assigns) of the one part and the **NGEE ANN POLYTECHNIC ACADEMIC STAFF UNION**, a trade union registered under the Trade Unions Act and having its registered office at 535 Clementi Road, Singapore 599489 (hereinafter called the “Union” which expression includes its successors and assigns) of the other part.

IT IS HEREBY AGREED AND DECLARED between the parties hereto as follows -

I GENERAL PROVISION

1. TITLE

This Agreement shall be known as the “**NGEE ANN POLYTECHNIC ACADEMIC STAFF AGREEMENT, 2011**”.

2. SCOPE

This Agreement except where it is otherwise specifically stated, shall cover all academic staff of the Polytechnic, (either in full-time or part-time employment) but shall exclude employees under the non-local contract terms and employees holding the positions of Deputy Directors and Directors.

3. DURATION AND EFFECTIVE DATE OF AGREEMENT

(1) This Agreement shall take effect from 27th May 2010 and shall remain in force for a period of three (3) years from that date until

26th May 2013 both dates inclusive, except where it is specifically stipulated otherwise herein.

- (2) Negotiations for a new collective agreement may commence six (6) months before the expiry of this agreement but not earlier.

4. INTERPRETATION

In this Agreement, unless the context otherwise requires, words importing the masculine gender include the feminine and words in the singular include the plural and words in the plural include the singular, the word “NP” refers to Ngee Ann Polytechnic and the word “ASU” refers to Ngee Ann Polytechnic Academic Staff Union.

5. UNION FUNCTION

The Polytechnic recognises the Union as the sole collective negotiating body in respect of all terms and conditions of employment of employees within the scope of this Agreement and in accordance with the Industrial Relations Act. The Polytechnic also recognises that it is the function of the Union to make representation in any omission of the Polytechnic which in the opinion of the Union, is contrary to or which diminishes the value of the provisions of this Agreement and to bargain for its members within the scope of this Agreement concerning such terms and conditions of employment.

6. NON-UNION MEMBERS

Employees within the scope of this Agreement and who are not members of the Union shall not receive terms and conditions more favourable than those conferred on the union members under this Agreement. A person who is not a party to this Agreement shall have no right under the Contracts (Right of Third Party) Act to enforce any of its items.

7. FULL SETTLEMENT

- (1) This Agreement shall be a full and complete settlement of all claims by the Union as of the date of this Agreement relating to all terms and conditions of employment within the scope of this Agreement.
- (2) During the currency of this Agreement, neither party shall modify or annul any of the provisions of this Agreement in any way whatsoever save as is provided herein or by operation of law and neither party shall seek to implement any such change before having duly varied this Agreement.
- (3) The parties agree that if any part of this Agreement is or becomes contrary to any applicable law, such part shall be amended so as to comply with the law without in any way affecting the other parts of this Agreement that are not contrary to the law. The effective date of any such amendment shall be coincident with the date of the law coming into force.

8. GRIEVANCE PROCEDURE

(1) Purpose

Recognising the value and importance of full discussion in clearing up misunderstandings and preserving harmonious industrial relations, every reasonable effort shall be made by the Polytechnic and the Union to resolve any grievance or complaint from employees at the lowest possible level.

(2) Definition of Grievance

- (a) A grievance for the purpose of this clause shall be a formal complaint lodged in the manner herein provided in respect of industrial matters.
- (b) "Industrial matters" means matters pertaining to the relations of employer and employees which are connected with the employment or non-employment or the terms of employment or the conditions of work of any person.

(3) Procedure

(a) Staff Grievance

- Step 1 An employee having a grievance shall first refer the matter, verbally to his immediate supervisor. The supervisor shall investigate into the grounds of the grievance and resolve the matter. However, if the employee believes that his grievance has not been resolved to his satisfaction, he may put it in writing to his immediate supervisor through the “Staff Grievance Form” (see Annex A). If the grievance is against his immediate supervisor, he may refer the matter to the supervisor at the next reporting level. The supervisor shall investigate into the grounds of the grievance and resolve the matter. A report shall be kept in the School/ Division for information and copies given to the Human Resource Division and the Union to enable them to monitor and foster harmonious industrial relations in the Polytechnic as a whole.
- Step 2 If the grievance is not resolved at Step 1, the employee may refer the matter to the Union. Union officials authorised by the Union Executive Council may take up the matter with the Director of Human Resources.
- Step 3 If the matter is not resolved after Step 2, the Union shall request a Union/Management meeting to discuss the matter.
- Step 4 In the event of there being no settlement after Step 3, the matter shall be referred to the Ministry of Manpower for conciliation. Failing a settlement, the grievance shall be referred to a referee in accordance with clause 9 of this Agreement.

(b) Grievance of a General Nature

Step 1 A grievance of a general nature between the Union and the Polytechnic may be referred by the Union to the attention of the Director of Human Resources.

Step 2 If the matter is not resolved after Step 1, the Union shall request a Union/Management meeting to discuss the matter.

Step 3 In the event of there being no settlement after Step 2, the matter shall be referred to the Ministry of Manpower for conciliation. Failing a settlement, the grievance shall be referred to a referee in accordance with clause 9 of this Agreement.

9. REFEREE

Any dispute between the parties hereto in respect of the terms of this Agreement while it is in force and arising out of its operation shall be referred by either party to the President of the Industrial Arbitration Court who shall have the discretion to select a referee appointed in accordance with section 43 of the Industrial Relations Act to determine the dispute.

II GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

10. HOURS OF WORK

All employees shall be required to work a total of 42 hours per week, exclusive of lunch breaks.

11. WORK WEEK

- (1) The Polytechnic operates a 5-day workweek. The daily working hours are as follows -

Mondays to Thursdays	:	7.30 am - 5.00 pm
		8.00 am - 5.30 pm
		8.30 am - 6.00 pm
		9.00 am - 6.30 pm
		9.30 am - 7.00 pm
Fridays	:	7.30 am - 4.30 pm
		8.00 am - 5.00 pm
		8.30 am - 5.30 pm
		9.00 am - 6.00 pm
		9.30 am - 6.30 pm

There will be a one-hour lunch break on every workday.

- (2) Notwithstanding sub-clause (1), flexibility within reasonable limits as required by the teaching timetable should be given to academic staff.
- (3) As a guide, to facilitate meetings and student consultations, the start time for all academic staff should not be later than 9.30 am.
- (4) For the same reason ie. to facilitate meetings and student consultations, the end time for all academic staff should not be earlier than 4.00pm on weekdays.
- (5) Except for official duties off-campus or for other valid reasons, all employees should be present on campus during working hours.
- (6) The Polytechnic shall ensure that the working environment in the campus is in compliance to the Workplace Safety and Health Act, especially in the provision of adequate and proper air flow and ventilation in the offices, classrooms, workshops, laboratories and lecture theatres.

12. APPOINTMENT ON CONTRACT TERMS AND PLACEMENT OF CONTRACT STAFF ON ESTABLISHMENT

- (1) All academic staff employed on local contracts shall be placed on two or three-year contracts upon joining the Polytechnic. Except in cases where there are disciplinary issues or where performance is not satisfactory, staff not placed on the establishment shall be given further contracts. Such offer of contract renewal shall be made known to the staff at least six months before the expiry of the contract.
- (2) Placement of local contract academic staff on the establishment will be decided on a case-to-case basis at the sole discretion of the Polytechnic based on the establishment criteria. The Polytechnic will communicate the criteria to all local contract staff.

13. PERFORMANCE REVIEW PROCESS

The management of under-performers shall be administered in accordance with the terms and rules of the Performance Review Process as outlined in Schedule I to this Agreement.

III TERMS AND BENEFITS ON TERMINATION OF EMPLOYMENT

14. RETIREMENT

An employee who is on permanent establishment shall be required to retire from service on attaining the age of 62 years or such mandatory retirement age that is in force.

15. SEVERANCE BENEFITS

- (1) Where applicable, the Special Gratuity Scheme (SGS) and the Special Resignation Scheme (SRS) will follow the prevailing terms and conditions as laid down by the Public Service Division. [See Schedules II and III].

- (2) Where redundancy arises, the Polytechnic shall inform the Union at least one month prior to the date of retrenchment notice being served on affected employees.

16. COMMUTATION OF LEAVE ON DEATH OF EMPLOYEE

All outstanding leave due to an employee at the time of death shall be converted to salary and paid to his estate.

17. BEREAVEMENT AID

If an employee passes away whilst in service, his/her next-of-kin may be eligible to claim for coverage if the employee has signed up the following insurance benefit schemes -

- (a) The Public Officers Group Insurance Scheme, which is available to all employees who are below 65 years old and their legal spouse and children above 12 months and below 18 years old. [See Schedule IV].
- (b) The Group Term Life Insurance, which covers against death and total permanent disability. The scheme is open to all employees (including part timers) up to a maximum age of 65. The Polytechnic will subsidise half the cost of the normal premium for a sum assured equivalent to 12 times the employee's basic salary. [See Schedule V].

IV SALARY MATTERS

18. SALARY

(1) Salary Ranges

The Polytechnic Academic Executive (PAX) Scheme is a salary range based structure consisting of 6 grades with variable performance-based merit increments. The monthly gross salary

structure applicable to the grades of academic staff covered in this Agreement is as follows -

<u>Grade</u>	<u>Min (\$)</u>	<u>Bar / Max (\$)</u>
PAX 1	14,080	18,770 / 21,120
PAX 2	10,520	14,500 / 16,490
PAX 3	6,620	9,140 / 10,400
PAX 4A	4,580	7,030 / 8,250
PAX 5A	3,470	5,320 / 6,240
PAX 6A	2,150	4,160 / 5,160

New Career Development Pathway

Staff at the junior levels will be given opportunities to be exposed to a wider spectrum of roles to broaden their career options including teaching; student development; curriculum and instructional review, design and development; academic administration and technology development. At the senior levels, staff can aspire to take on managerial leadership roles or academic leadership roles such as course management, mentoring, pedagogy development and technology development.

(2) Pegging to Market

The total remuneration (monthly salary, performance bonus, etc) will be reviewed periodically, once in every 2 to 3 years, and be aligned to general market conditions.

(3) Salary Components

The salary range is the gross monthly salary, which consists of the following components -

- (a) Monthly salary
- (b) Variable Component

The gross monthly salary is the monthly salary plus the Variable Component. An example is shown in Schedule VI.

19. CHANGES TO SALARY STRUCTURE

The Polytechnic shall consult with the Union and take into consideration the inputs of the Union before making any change to salary structure affecting the grades of academic staff covered and during the tenure of this Agreement.

20. ANNUAL INCREMENT

- (1) Performance-based merit increments (MI) will replace seniority-based fixed annual increments. The key features of the Merit Increment matrices are as follows - A tiered increment factor will be applied across the various levels. For the junior levels, a more competitive factor will be applied for retention purposes while a smaller increment factor is applied for the senior levels to place greater focus on variable compensation i.e. Performance Bonus (PB).
- (2) A built-in Market Increment Factor will be applied as an anchor to allow the polytechnic to respond faster to market movements.
- (3) MI for the top 3 grades will be expressed in percentage term as a reflection of the officer's salary while that for the bottom 3 grades will expressed in fixed quantum.
- (4) In general, base MI rates will be close to the existing increment quantum.
- (5) 'D' and 'E' performers will not be eligible for MI.

21. PROMOTION INCREMENT

- (1) Promotion Increment will be a percentage of base salary or a quantum which will be awarded over and above the merit increment in recognition of individual performance and ability to perform a larger job scope at a higher grade. The Promotion Increment rates range between 4% to 8% depending on the grades the staff is promoted to.

- (2) The increment date of an employee promoted to a higher grade will be the 1st day of the month in which the anniversary of the promotion occurs.

22. ANNUAL WAGE SUPPLEMENT

The Polytechnic shall follow Civil Service's guidelines on the payment of Annual Wage Supplement (AWS). The AWS, if payable, shall be paid in December.

23. VARIABLE BONUSES

- (1) The Polytechnic's remuneration policy is to reward employees according to their job responsibilities and performance.
- (2) The Polytechnic shall pay its employees an Annual Variable Component (AVC) or wage adjustment based on Civil Service's guidelines.
- (3) The Polytechnic shall follow the Civil Service's guidelines on the payment of Special Bonuses to employees, if any.
- (4) The Union recognises that the actual payment of the performance bonus to individual employees shall be at the full discretion of the Polytechnic subject to the following -
 - (a) A new C+ and C- grades will be introduced. The rating scale is A, B, C+, C, C-, D and E.
 - (b) The base rate (i.e. for a 'C' grade) will be increased so that performance-based pay will form a larger proportion of the total compensation. In determining the base rate, the polytechnic will take into consideration the assurances given in the circulars and FAQs when the new salary structure was communicated to staff covered in this agreement.
 - (c) The differentiation of rewards between 'A' and 'C' performance will be sharpened and the variance increased.

- (5) The Polytechnic shall keep the Unions informed of any changes made to the performance bonus eligibility criteria, guidelines for the award and broad indication on the quantum and percentage of employees awarded the bonus each year.

24. FESTIVAL ADVANCE

Chinese, Hindu and Muslim employees will be paid half-month festival advance for Chinese New Year, Deepavali and Hari Raya Puasa respectively.

25. LONG SERVICE AWARDS

Employees are eligible for Long Service Awards as follows -

<u>Year of Service</u>	<u>Cash Awards</u>
10 years	200
15 years	300
20 years	500
25 years	1000
30 years	1000
35 years	1000
40 years	1000

26. INSURANCE

- (1) All employees are covered under the Group Personal Accident policy. The coverage is 12 times their monthly gross salary except for those teaching in the MOT programme whose coverage is \$200,000. [See Schedule VII].
- (2) Insurance coverage is provided to employees on overseas programme with a coverage of \$500,000 for accidental death and permanent disability.
- (3) Medical insurance is provided to employees on overseas programmes or assignments with coverage of \$200,000 for medical and emergency related expenses.

V LEAVE ITEMS

27. ANNUAL / MEDICAL LEAVE

- (1) All academic staff who joined the Polytechnic before 1st November 2008 is eligible for 28 working days paid vacation leave every calendar year.
- (2) All academic staff recruited after 1st November 2008 will be placed on 21 working days of annual leave per calendar year. Their leave will be increased to 24 working days after completing 10 years of service.
- (3) Academic staff are eligible for 60 working days of paid medical leave per calendar year. In the event that a staff is still certified unfit for duty after all his/her medical leave has been used up, he/she is eligible to apply for extended sick leave.
- (4) The granting of annual leave to an employee is subject to exigencies of services. Guidelines for applying and approval of leave are given as per Schedule VIII. Details of the Polytechnic Academic Leave Scheme 2008 (Modified) and Polytechnic Academic Leave Scheme 2008 are in Annex B and Annex C respectively.

28. MATERNITY LEAVE

- (1) Any maternity leave and benefits legislated by the Singapore Government and as provided for in the Employment Act will be deemed applicable to staff covered in this Agreement.
- (2) Married female employees serving not less than 90 calendar days preceding the date of confinement are eligible for maternity leave.
- (3) Married female employees shall be eligible for extended maternity leave regardless of the birth order of the child if the child is a Singapore citizen at the time of birth. She must satisfy

the criteria in the Children Development Co-Savings Act to be eligible for the extended maternity leave.

- (4) Leave on account of miscarriage or abortifacient measures will not be considered as maternity leave but as normal sick leave.

29. FAMILY LEAVE

Subject to exigencies of services, employees may be granted unrecorded leave for family matters as follows -

- (1) 3 days' marriage leave, to be given on the occasion of an employee's first (1st) marriage. The marriage leave may be taken by the employee within one (1) year from the date of the solemnisation of the marriage.
- (2) 3 days' paternity leave on the birth of each child. This paternity leave may be taken within 6 months from the date of the birth of his child. To be eligible, the male employee must have completed 3 months of service and the leave granted will be subjected to the cap of 14 days of full unrecorded leave per calendar year excluding child sick leave, leave for in-camp training and leave to prepare and sit for examinations.
- (3) 3 days' compassionate leave on the death of an immediate family member (i.e. spouse, parent, parent-in-law, grandparent, grandparent-in-law, sibling or child).

30. PAID UNRECORDED LEAVE TO LOOK AFTER A SICK CHILD

- (1) An employee may, subject to exigencies of service, be granted unrecorded paid leave to look after his sick child. To be eligible, the child must be below 12 years of age and the unrecorded childcare leave is capped at 5 days per calendar year per child, up to a maximum of 15 days for those with three or more children under the qualifying age.
- (2) An employee who have at least one Singapore Citizen child below 7 years of age can take 6 days out of the existing childcare

leave eligibility for the year without the need to be supported by medical certificates (MC). These 6 days of unconditional childcare leave will be granted on a per-parent basis, regardless of the number of children below 7 years he/she has.

- (3) The last day on which a staff is eligible for the Childcare Leave will be the last day of the same calendar year (ie 31 December) where the child turns 7 years old (Childcare Leave without MC) or 12 years old (Childcare Leave with MC).

31. PILGRIMAGE LEAVE

- (1) A Muslim employee is eligible for pilgrimage leave, if he -
 - (a) is a Singapore citizen or a permanent resident of Singapore;
 - (b) has registered with the Majlis Ugama Islam Singapura, or any other competent authority appointed by it;
 - (c) has completed 15 years of service; and
 - (d) has accumulated one year of annual leave for the pilgrimage.
- (2) Pilgrimage leave will be granted only once in an employee's service.
- (3) When a Muslim employee applies for pilgrimage leave to Mecca, the Polytechnic may grant him full-pay pilgrimage leave over and above his saved annual leave mentioned in sub-clause (1)(d), to enable him to complete his pilgrimage. The pilgrimage leave is limited to the actual time needed to complete the pilgrimage. The combined leave cannot exceed 3½ months.

32. LEAVE TO ATTEND PRAYER

A Muslim employee may, subject to exigencies of service, be granted time-off between 12.30 pm to 2.30 pm (inclusive of lunch hour) on Fridays for the purpose of attending public worship in a mosque.

33. NO-PAY LEAVE

- (1) Subject to exigencies of service, an employee may be granted no-pay leave for the following circumstances -
 - (a) private matters (bereavement, look after sick child / parent / grandparent / spouse, marriage, pilgrimage to Mecca);
 - (b) medical grounds;
 - (c) childbirth for a female employee who is not eligible for paid maternity leave;
 - (d) accompany his spouse who is posted overseas;
 - (e) set up a company to commercialise an invention/product developed by the employee;
 - (f) attend professional development programmes that are not sponsored by the Polytechnic;
 - (g) any other reason not listed above (to be considered on a case to case basis).
- (2) Subject to exigencies of service, a female employee may be granted no-pay leave to look after her child up to a maximum of 1 year at a time and 4 years during her service.
- (3) Subject to exigencies of service, no-pay leave may be granted when an employee has consumed all her annual leave.

34. HALF-DAY LEAVE

- (1) An employee may be allowed to take half-day leave either in the morning or afternoon, subject to exigencies of service.
- (2) Half-day leave taken on the eve of public holiday which is a half working day shall be treated as one day.

35. LEAVE ON ACCOUNT OF TUBERCULOSIS, LEPROSY, MENTAL ILLNESS

- (1) An employee who is certified to be suffering from tuberculosis, leprosy or mental illness shall be eligible for sick leave on full pay for the periods prescribed in the medical certificates provided that the leave so granted shall not exceed a maximum of 270 days.

This leave shall commence when the employee commences his treatment at the hospital/clinic. Any sick leave on full-pay granted prior to the date of commencement of treatment shall be disregarded for calculating the maximum period allowed in this sub-clause provided that he did not unreasonably delay the commencement of treatment.

- (2) An employee shall not be permitted to resume duty until the issue of a "Fit" certificate by a medical officer.
- (3) If treatment continues beyond 270 days, the Polytechnic shall call for a report from the medical officer-in-charge of the case on the likelihood of the ultimate recovery of the employee concerned, and shall then proceed as follows -
 - (a) If in the opinion of the medical officer, the prognosis appears favourable, the Polytechnic shall grant the employee further sick leave on full pay up to a period not exceeding 90 days.
 - (b) If in the opinion of the medical officer, the employee appears to be permanently unfit for further service, the Polytechnic shall convene a Medical Board. The Polytechnic shall make its decision on the report of the Medical Board.
 - (c) The Medical Board shall comprise such members and have such terms of reference as may be determined by the Polytechnic.

36. UNRECORDED LEAVE TO ATTEND APPROVED TRADE UNION COURSES/CONFERENCE AND SEMINAR

The Polytechnic shall, subject to exigencies of service grant unrecorded leave on full pay to all Union members to enable them to attend trade union courses, conferences, and seminars organised or sponsored by the Union or the NTUC.

37. UNRECORDED LEAVE FOR UNION EXECUTIVE COUNCIL MEMBERS PERFORMING UNION DUTIES

The Polytechnic shall grant Union Executive Council members performing Union work, unrecorded leave on full pay when they apply for such leave in writing in accordance with the Industrial Relations Act.

VI MEDICAL AND WELFARE BENEFITS

38. MEDICAL BENEFITS

(1) The Polytechnic shall provide medical benefits to its employees and their eligible dependants under the following schemes in accordance with the prevailing guidelines -

- (a) Co-payment on ward charges scheme (CPW);
- (b) Comprehensive co-payment scheme (CCS); or
- (c) Medisave-cum-subsidised outpatient scheme (MSO).

[See Schedule IX]

(2) For the purpose of sub-clause (1), “eligible dependants” means -

- (a) A spouse of a male employee or the spouse of a female employee under the MSO scheme;
- (b) Unmarried child/children below the age of 18.

(3) For employee on the MSO and CCS schemes, the medical subsidies for outpatient treatment at private hospitals and clinics are 85% and 60% of the total bills for employees and eligible dependants respectively, subject to a cap of \$10. For CPW, the medical subsidy for outpatient treatment at private hospitals/clinics is as follows -

- (a) Consultation - 100% subject to cap of \$18;
- (b) Treatment - 100% subject to Government rate; Medication - Not covered.

- (4) Under Hospitalisation Identify Card (HIC), both employees and eligible dependants must request a letter of undertaking from HR. Ward upgrading under CCS is applicable for restructured Government hospitals only.

39. FLEXI-BENEFITS

- (1) The Flexi-Benefits Scheme (FBS) is an added gesture to provide greater flexibility in staff welfare benefits to meet individual needs. With FBS, staff will be empowered to use the FBS payment for their holiday, dental, subscription to broadband internet at home and other benefits that best meet their personal as well as family needs.
- (2) Under the FBS, all staff members who are in service as at 31st March each year will be eligible for the FBS payment. The payout will be a flat rate of S\$350 for eligible staff irrespective of their divisional status and schemes of service. This payment will be subject to both Employee and Employer CPF contributions (where applicable) and it is a taxable benefit. Staff members who have already left the service on resignation or expiry of contract before 31st March will not be eligible for the payment. Those who retire from service during the year will be given the pro-rated amount. There will be no recovery of the payout if a staff resigns from service after receiving the payment.

40. WELFARE BENEFITS

The Polytechnic shall extend to all employees the following benefits -

- (a) A baby gift hamper worth \$60/- upon birth of a child;
- (b) A \$100/- marriage gift is credited to the employee's bank account on the occasion of the employee's legal marriage;
- (c) A fruit / flower basket provided when an employee is hospitalised and

- (d) A wreath worth \$60/- on the death of employee's immediate family, including parents, grandparents, parents-in-law, grandparents-in-law, spouse, siblings and children.

VII TRAINING AND DEVELOPMENT

41. TRAINING

- (1) The Polytechnic and the Union are committed to training and developing employees in order to continually upgrade their professional skills and knowledge for better work performance. Towards this end, the Polytechnic shall circulate Staff Development Plans to all employees via the Learning Needs Analysis module;
- (2) Encourage staff to identify other suitable courses relevant to their professional needs and include them in the proposed Individual Training Plan (ITP). Staff can seek NP sponsorship to undergo these ITP and other relevant courses.
- (3) The staff development programmes are outlined in Schedule X to this Agreement.

VIII RE-EMPLOYMENT ON RETIREMENT

42. RE-EMPLOYMENT

- (1) As re-employment on retirement is a fresh employment, NP will take the opportunity to review and identify suitable re-employment job roles for retiring staff which would leverage on their experience and capabilities. NP and ASU will draw reference from the re-employment guidelines by the Public Service Division when addressing the NP Re-employment

Guidelines. A copy of the NP Re-employment Guidelines is given in Schedule XI.

- (2) Staff who do not meet the re-employment qualifying criteria but have consistently good teaching records may be considered for re-employment on a case-by-case basis outside of the re-employment guidelines.

IN WITNESS WHEREOF the parties have hereto set their hands on the day and year first hereinbefore written.

Signed for and on behalf of

NGEE ANN POLYTECHNIC

**NGEE ANN POLYTECHNIC
ACADEMIC STAFF UNION**

CHIA MIA CHIANG
Principal

TAN KAY TIOW
President

In the presence of:

FOO SEE MENG
Deputy Principal

THAM CHEE KHUAN
General Secretary

LIEW HEAN WAH
Director, Human Resources

ROZYANA JAFFAR
IR Consultant, NTUC

NGEE ANN POLYTECHNIC ACADEMIC STAFF AGREEMENT, 2011

POLICY ON MANAGING UNSATISFACTORY PERFORMANCE

Policy Rationale

- 1 In its strive for excellence, the Polytechnic needs professional, competent and motivated employees who can help achieve NP's strategic goals through quality work and service. Good human resource management means not only motivating and recognising good performers, it also means identifying and helping employees who are not performing up to expectations. Opportunities such as relevant training, coaching, counselling, providing time and resources etc, should be given for these employees to improve. The Polytechnic will need to take action to terminate the service of unsatisfactory performers who fail to make improvements despite the opportunities given to them.
- 2 The hard work and good performance of the majority of our employees must not be discredited by the few who do not play their part. If no action is taken against them, others will feel that sub-standard work is acceptable. This is detrimental to the morale, discipline and performance of the Polytechnic.

Sending The Right Signal

- 3 A clearly defined framework for managing unsatisfactory performance and terminating the service of employees on grounds of unsatisfactory performance will send the right signal to our employees - that every employee has to contribute his fair share, and under-performance is not acceptable. Such a framework will provide a sound and fair basis to identify the under-performers and help them make improvements.
- 4 The framework will facilitate reporting officers in supporting and coaching their employees to perform up to expectations. Reporting officers would have to set clear targets and deliverables and measure in a fair and objective manner, the performance of their employees. They have the responsibility to single out the unsatisfactory performers, coach and counsel them to help them improve and, as a last resort take action to terminate the services of those who continue to under-perform.

Definition Of Unsatisfactory Performance

- 5 Under our existing performance appraisal and ranking system, performance of employees is assessed and ranked by departments. An unsatisfactory performance will result in an "E" grading in the performance ranking, which is defined as "The employee is unable to meet the requirements of his current grade in his work".

- 6 Unsatisfactory performance may be due to lack of ability and competence, an incapacity to keep up with the demands of the job, personal or external factors having a negative influence on the employee.

Performance Review Process For Unsatisfactory Performance

- 7 When an employee is assigned an “E” grading by the department, he may be placed on a 6-month performance review. This review is like a “probationary” period and a “second chance” for an unsatisfactory performer to show improvement, failing which his services will be terminated.
- 8 Before placing an employee on the 6-month performance review, the Director must satisfy himself that -
- 8.1 The employee has been informed of his shortcomings through a formal notification letter, issued by the Reporting Officer or Countersigning Officer, at least 3 months in advance.
- 8.2 Actions have been taken to provide the employee with the necessary coaching, training and other opportunities to improve his performance, e.g. providing assignments that would give staff the second chance to improve and guidance on how to meet performance standards, etc.
- 9 The Director concerned shall, after keeping HR informed, issue the employee a letter to inform said employee that he is being placed on the 6-month review. If the employee is a union member, the union shall be kept informed. During this period, the Reporting Officer, the Countersigning Officer and the Director will closely monitor the employee’s performance.
- 10 An employee who is put on the 6-month performance review may, within 7 working days, request for an interview with the Director to discuss matters relating to his career in the Polytechnic. The request must be made in writing and must set out the reasons for the request. The Director shall give favourable consideration to such a request. The employee may, if he is a union member, be accompanied by a representative from the union when meeting the Director. The Director may, where appropriate, take into account the issues raised by the employee when deciding on matters affecting the employee.

- 11 In line with the grievance procedures, the employee concerned can appeal to the Director of Human Resources in writing against being placed on the 6-month Performance Review within 7 working days from the date of the PRP placement letter. If the employee is a Union member, he may refer the matter to the union for support. A Union official, authorised by the Union Executive Council, may be assigned to assist the employee in the appeal. HR will process and review the case, which will be referred to the respective Deputy Principal/Senior Director for decision. If the appeal is successful, his performance grading will be regraded by the Director. If not, the PRP will continue.
- 12 If the employee's performance grading at the end of the review period is assessed to be "D" or better, no further action will be taken against the employee. If the employee's performance fails to improve, the Director may decide to terminate the services of the employee.
- 13 An employee who has gone through a 6-month performance review and shown that he is able to perform satisfactorily is expected to be able to maintain his performance at this level in future. As a rule, therefore, he must not get another "E" grading in the next two years; otherwise action can be taken to terminate his services without going through another review. If an employee has exceptional reasons for not being able to meet this performance standard, he will be given the opportunity to explain why termination action should not be taken against him via the appeal mechanism.

Salary Increments And Variable Payments

- 14 Once an employee is placed on the review process, he will not be eligible for any salary increment, NWC adjustment or variable payments such as the Annual Variable Component (AVC), Special Bonus etc. for the year.
- 15 If an employee is taken out of the PRP at the end of 6 months, any NWC adjustment withheld during the PRP will be restored.

Action To Terminate Service

- 16 If the employee receives an "E" grading at the end of the 6-month review period, action can be taken to terminate his services. The Director will submit a report on the case to HR. HR will process the Director's recommendation and submit it to the Principal for decision. Similar action will also be taken if an employee receives an "E" grading within the next two years after getting out of a 6-month performance review.

Appeals

- 17 An employee may, if he wishes, within 14 working days from the date of the Termination Letter served on him under the PRP, submit his appeal to the HR Office in writing to show cause why his services should not be terminated. If the employee is a union member, he may seek the help of his Union to prepare the statement. If the statement is not received within the deadline, it shall not be considered. HR would review the points raised in the appeal and consult the Union for input before submitting its recommendations to the Principal for a final decision. The Principal shall be the final deciding authority on the appeal.

Resignation And Application For New Appointment

- 18 An employee may, during the 6-month performance review period, apply for a new appointment to a lower grade in the same scheme of service, or to a lower job scheme. In such cases, the normal rules of appointment and salary determination for the new appointment will apply. The 6-month review process will stop with such a change in appointment. The employee will be assessed afresh at the year-end performance appraisal exercise with respect to his new grade/appointment.
- 19 An employee can resign at any point in the 6-month review process or during the termination process.

Termination In Accordance With Employment Contract

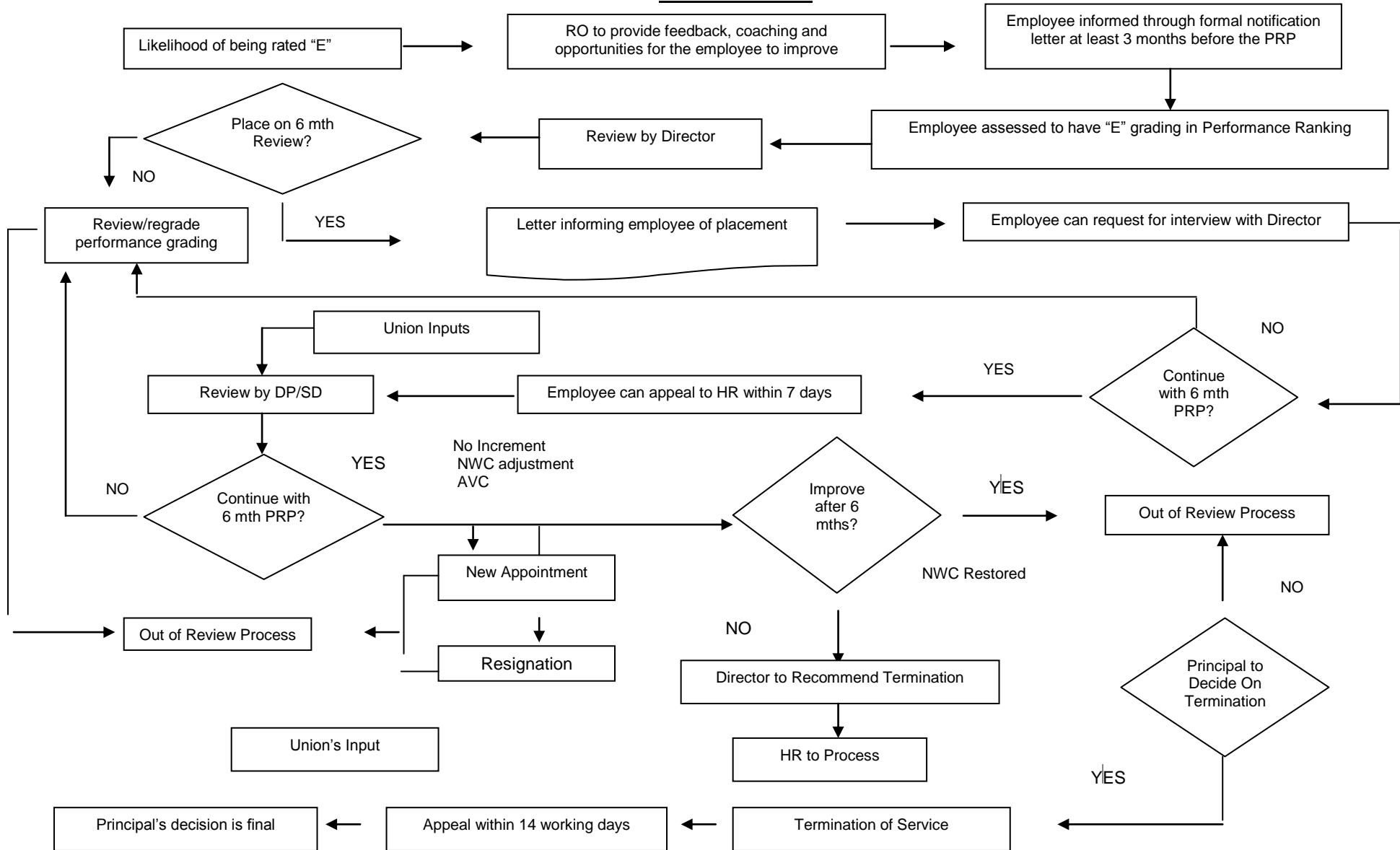
- 20 Notwithstanding the implementation of the PRP, the Polytechnic reserves the right to terminate the employment in accordance with the terms of the employment contract.

Ngee Ann Polytechnic (Employee - Conduct and Discipline) Rules

- 21 The Rules will continue to apply to employee placed on performance review.

MANAGEMENT OF UNSATISFACTORY PERFORMANCE

PROCESS FLOW



NGEE ANN POLYTECHNIC ACADEMIC STAFF AGREEMENT, 2011

SPECIAL GRATUITY SCHEME (SGS)

Introduction

The Special Gratuity Scheme (SGS) has been drawn up to give management the discretionary power to pay a separation benefit in the form of a special gratuity to facilitate the release of selected employees. The SGS is not a right of the employees but a management tool to ease the departure of selected employees who have stagnated in their careers.

Eligible Candidates

- At least 15 years of service.
- At least 40 years old.
- Stagnated in substantive grade for the last 5 years if 45 years old or less (this is not applicable if the employee is more than 45 years old).
- Must not have any record of poor conduct within the last 5 years.
- Must not have obtained an “E” performance grading in the last 12 months from the date of his application.

Note - An employee under the PRP will not be offered the SGS.

Computation of Special Gratuity

Age	Computation Formula
Below 57 years 11 months	50% of the employee's last drawn gross salary times complete years of service and proportionately thereof for any complete months up to 25 years of service.
Below 57 years and 11 months and 60 years	The lower of - (a) 50% of the employee's last drawn gross monthly salary times complete years of service and proportionately thereof for any complete months up to 25 years of service; or (b) 50% of the employee's last drawn gross salary payable for the remaining period up to 60 years, provided that the amount shall not be less than 4.165 months' salary.
Over the age of 60 years	The lower of - (a) 50% of the employee's last drawn gross monthly salary times complete years of service and proportionately thereof for any complete months, provided that the amount shall not be more than 4.165 months' salary; or (b) 50% of the employee's last drawn gross salary payable for the remaining period up to 62 years.

NGEE ANN POLYTECHNIC ACADEMIC STAFF AGREEMENT, 2011

SPECIAL RESIGNATION SCHEME (SRS)

Introduction

The Special Resignation Scheme (SRS) was introduced to allow redundant non-deployable employees to leave the organisations with compensation. This scheme is open to both pensionable and non-pensionable employees, whether monthly rated or daily rated.

Eligible Candidates

Only redundant employees who cannot be found alternative jobs within the Polytechnic may be offered the SRS to leave the service.

Computation of Compensation

Years in Service	Non-Pensionable
>=3 years and below the age of 57 years 11 months as at the last day of service	Resignation benefits for the period on service on the full CPF Scheme based on one month's last drawn gross salary for each year of service and proportionately thereof for any complete months (length of service cap at 25 years).
>=3years and between the ages 57 years 11 months and 60 years as at the last day of service	The lower of the 2 options below - (1) one month's last drawn gross salary for each year of service and proportionately thereof for any complete months (length of service cap at 25 years); or (2) last drawn gross salary payable for the remaining period up to 60 years, provided that the amount shall not be less than 8.33 months' salary.
>=3 years and above the age of 60 years as at the last day of service	The lower of the 2 options below - (1) one month's last drawn gross salary for each year of service and proportionately thereof for any complete months subject to the amount not exceeding 8.33 months' salary; or (2) last drawn gross monthly salary payable for the remaining period up to 62 years.

NGEE ANN POLYTECHNIC ACADEMIC STAFF AGREEMENT, 2011

PUBLIC OFFICERS GROUP INSURANCE SCHEME

The Public Officers Group Insurance Scheme provides 24-hour worldwide insurance cover, coverage against death from all causes, death in an accident, permanent and total disability from all causes and permanent and partial disability due to accident. This scheme is available to all employees who are below 65 years old and sum assured up to a maximum sum of \$300,000. It is also extended to their legal spouse and children.

The premium for employee or spouse starts from as low as \$0.55 (below 45 years) for every \$10,000 sum assured up to a maximum of \$300,000 for employee and spouse.

The monthly premiums for the sum assured, in multiples of \$10,000 are -

Age next birthday (Years)	Monthly Premium for every \$10,000 sum assured (Per Person)	Max Sum Assured
Up to 45	\$0.55	\$300,000
46 - 50	\$0.90	\$300,000
51 - 55	\$1.60	\$300,000
56 - 60	\$2.25	\$300,000
61 - 65	\$2.70	\$300,000

For children above 12 months and below 18 years old, the monthly premium per person is \$0.45 for every \$10,000 sum assured, up to a maximum of \$150,000.

The Scheme is administered by NTUC Income Insurance Co-operative Limited and is renewable every 3 years. The above premiums are effective 1st Jan 2007 and are subjected to change. Interested employees may refer to NTUC Income's website www.income.com.sg for more details.

Note - The premium rates are subject to changes as announced by the insurer.

NGEE ANN POLYTECHNIC ACADEMIC STAFF AGREEMENT, 2011

GROUP TERMS LIFE POLICY

The Group Term Life Policy, which is administered by Aviva Ltd, covers death and total permanent disability. This is a voluntary scheme and is open to all employees (including part-timers) up to a maximum age of 65. The sum assured is equivalent to 12 times the monthly basic salary. Spouse and children are not eligible to apply for this policy. A circular stating the age-related premiums will be sent to all employees before the renewal date to invite interested employee to enrol for the policy. New applications will not be accepted after the closing date.

The total premium is payable equally between the Polytechnic and the insured employee. Any extra health premium loading due to existing illness imposed by the insurer will be borne by the employee. The age-related premium rate (subject to change) payable is -

Age band	Annual Rate per \$1,000
<=35	\$1.00
36 - 40	\$1.30
41 - 45	\$2.00
46 - 50	\$3.20
51 - 55	\$6.50
56 - 60	\$9.50
61 - 65	\$14.50

This is the formula used to derive the premium -

$$(Basic\ salary \times 12 \times age-related\ rate) \div \$1000 = \$x$$

$$Half\ premium = \$x \div 2 = \$y$$

E.g. Teddy's basic salary is \$3000. He is 30 years old. He will use $(\$3000 \times 12 \times \$1.00) \div \$1000 = \36.00 . Half premium will be $\$36.00 \div 2 = \18.00 .

Note - The premium rates are subject to changes as announced by the insurer.

NGEE ANN POLYTECHNIC ACADEMIC STAFF AGREEMENT, 2011

SALARY COMPONENT - WORKED EXAMPLE

Gross Salary Range of PAX Grade 4A: \$4,580 - 7,030 / 8,250

Maximum gross salary point - \$8,250

The gross monthly salary is derived as follows -

Monthly salary	:	\$6,188.00
Variable Component	:	\$2,062.00
Gross Monthly salary	:	\$8,250.00

NGEE ANN POLYTECHNIC ACADEMIC STAFF AGREEMENT, 2011

GROUP PERSONAL ACCIDENT INSURANCE

Eligibility

The Group Personal Accident Policy covers all full-time active employees who are aged between 16 and 70 years. New full time staff appointed by the Polytechnic during the period of insurance are covered automatically. Adjunct lecturers appointed by the Human Resource Office are covered during the teaching weeks in each academic year.

Sum insured

12 times gross monthly salary.

Coverage

Coverage is provided 24 hours worldwide and the benefits payable upon death or permanent, total and partial disability due to accidents.

NGEE ANN POLYTECHNIC ACADEMIC STAFF AGREEMENT, 2011

GUIDELINES FOR APPLYING AND APPROVAL OF LEAVE

An academic staff member is granted vacation leave under the leave eligibility per calendar year or proportionate amount if the period of service in any calendar year is less than 12 months. Such leave shall normally be taken outside semester time, subject to exigencies of services.

Schools are encouraged to put in place a leave roster planning process inviting staff to put in their leave plans for long vacation leave early so that the school management can provide the overview and advise the reporting officer, if the leave can be approved. The leave roster should preferably be compiled on a quarterly/semestral basis.

NGEE ANN POLYTECHNIC ACADEMIC STAFF AGREEMENT, 2011

OUTPATIENT MEDICAL BENEFITS

Registered Medical Clinics

Under the medical benefits policy, subsidies apply only if an employee is treated by a doctor registered under the Medical Registration Act. Treatments at private Chiropractic and TCM clinics, not registered with the Singapore Medical Council, will not be reimbursed.

The list of these registered clinics can be found at the following MOH website <http://www.gov.sg/moh/l&a/licenhealth.html>. The Singapore Medical Council is a corporate body established under the Medical Registration Act. The Council registers qualified medical practitioners for practice and maintains the Registers of Registered Medical Practitioners and Specialists.

Medical Benefit Schemes

There are 3 Medical Benefit Schemes -

- (a) Medisave-cum-Subsidised Outpatient Scheme (MSO) for employees who joined on or after 1 January 1994;
- (b) Comprehensive Co-payment Scheme (CCS);
- (c) Co-payment on Ward Scheme (CPW).

Employees and their dependants are eligible for subsidised medical treatment under the 3 schemes. The amount of subsidy for treatment at Government Outpatient Dispensaries (OPDs) and restructured hospitals and private clinics are spelt out in Appendix A.

OUTPATIENT MEDICAL BENEFITS

	MSO	CCS	CPW
Criteria	<p>All employees are eligible for subsidised medical and dental benefits. All employees appointed to the poly after 1 Jan 94 are on the Medisave / Subsidised Outpatient Scheme (MSO).</p> <p>This scheme is applicable to -</p> <ul style="list-style-type: none"> Employees & their dependants only (18 years old and below) if the medical expenses are incurred within Singapore. The subsidy for outpatient treatment is subject to an annual cap of \$350 per financial year, regardless of whether an officer has dependants. <p>"Dependant" is defined as -</p> <ol style="list-style-type: none"> the spouse and dependant unmarried child (or children) including a step-child and legally adopted child, under 18 years of age, of a male or female married officer; and the child (or children) similarly defined of a woman officer who is divorced, widowed or legally separated and is the sole supporter of the family. 	<p>This scheme is applicable to employees and their dependants only (18 years old and below) if the medical expenses are incurred within Singapore. The subsidy for outpatient treatment is not subject to an annual limit.</p> <p>"Dependant" is defined as -</p> <ol style="list-style-type: none"> the wife and dependant unmarried child (or children) including a step-child and legally adopted child, under 18 years of age, of a male or female married officer; and the child (or children) similarly defined of a woman officer who is divorced, widowed or legally separated and is the sole supporter of the family. 	<p>This scheme is applicable to employees & their dependants only (18 years old and below) if the medical expenses are incurred within Singapore.</p> <p>"Dependant" is defined as -</p> <ol style="list-style-type: none"> the wife and dependant unmarried child (or children) including a step-child and legally adopted child, under 18 years of age, of a male or female married officer; and the child (or children) similarly defined of a woman officer who is divorced, widowed or legally separated and is the sole supporter of the family.

	MSO	CCS	CPW
<p>Outpatient Medical Treatment</p> <p>Specialists in Government / Restructured Hospitals</p>	<p>An employee/ dependant who attends a SOCs without a referral from a Government doctor or GP will have to pay for the first consultation fee in full. However, they will co-pay (15% for employee and 40% for dependants) on all other charges.</p>	<p>An officer / dependant who attend a SOCs without a referral from a Government doctor or GP will have to pay for the first consultation fee in full. However, they will co-pay (15% for employee and 40% for dependants) on all other charges.</p>	<p>At government hospitals, clinics and SATA, the costs will be borne by NP.</p> <p>At RHs, NSC & SNEC, consultations will be reimbursed up to a maximum of \$17 per visit.</p> <p>At NUH, consultants will be reimbursable up to \$21 per visit.</p> <p>Fees for various medical tests are reimbursable but in accordance with the Scheme of Charges for Government Medical Services. Charges for tests not covered by the list are not payable by NP.</p>
<p>Outpatient Medical Treatment</p> <p>Specialists in Private Practice</p>	<p>Employees shall co-pay 15% and dependants 40% on all items of medical expenses at a private specialist clinic. The subsidy is capped at \$10 per visit.</p>	<p>Employees shall co-pay 15% and dependants 40% on all items of medical expenses at a private specialist clinic. The subsidy is capped at \$10 per visit.</p>	<p>Specialist consultations will be reimbursed at a flat rate of \$17 per visit for first / repeat visits.</p> <p>Medications / prescriptions are non-reimbursable.</p>

	MSO	CCS	CPW
Hospitalisation at Government	Employees under this scheme are not eligible for subsidised hospitalisation benefits. However, an additional 1% CPF contribution on total salary will be accrued to the CPF Medisave account. The contribution is in lieu of subsidised hospitalisation benefits. All unconsumed medical subsidy will be credited into the CPF Medisave at the end of each Financial Year.	Employees will co-pay 15% and dependants 40% on all items of medical expenses (ward, surgical, investigations, treatment, medicine) if he is admitted to a ward of his eligibility.	Government charges shall include charges for ward accommodation, medical treatment, medicines, dressings and such professional attendance. The ward charges payable by employees/ dependants are as follows - Medical treatment, surgical and other fees (except maternity) will be fully subsidised.
Hospitalisation at Private Hospital	Employees under this scheme are not eligible for subsidised hospitalisation benefits. However, an additional 1% CPF contribution on total salary will be accrued to the CPF Medisave account. The contribution is in lieu of subsidised hospitalisation benefits. All unconsumed medical subsidy will be credited into the CPF Medisave at the end of each Financial Year.	For subsidised hospitalisation at private hospitals, co-payment rates remain at 15% (employee) / 40% (dependants) but reimbursements will be based on the rates charged by government hospitals and as stated in Scheme of Charges for Government Medical Services.	If employees / dependants choose to receive treatment in a private hospital, NP shall subsidise such subsidised hospitalisation in accordance with the prevailing government hospital rates as listed in the Scheme of Charges for Government Medical Services.

OUTPATIENT MEDICAL BENEFITS

Non-Reimbursable Items

Please be advised that the following items are not subsidised under the various Medical Benefit Schemes (CPW, CCS, MSO). Employees are therefore required to pay up-front for these items at the approved medical institutions.

1. Accouchement and Delivery fees
2. Assisted conception procedures (eg. Artificial insemination, Fertility augmentation procedures)
3. Sex reassignment
4. Ligation / Sterilisation
5. Abortion
6. Domiciliary after-care
7. Circumcision
8. Cosmetic surgery
9. Medical checkup and Multi-phasic health screening
10. Hepatitis "B" tests & injections
11. Prophylactic vaccinations and injections
12. Cytological cervical smear (Pap Smear)
13. Thalassaemia screening
14. Mammogram
15. HIV test / AIDS screening
16. Diet Counselling
17. Other screening tests not ordered by the doctor
18. Over-the-counter (Retail) items purchased from pharmacies
19. Medical Aids eg. Wheelchairs, kidney dialysis machines, hearing aids, dentures, spectacles, contact lenses, corsets, artificial limbs, walking sticks and crutches, etc.
20. Non-medical items eg. TV rentals, telephone charges, etc.
21. Ambulance fees.
22. Expenses arising from illness or disablement caused by attempted suicide, unlawful act, exposure to any unjustifiable hazards, use of drugs other than those prescribed by a registered medical practitioner and any breach of peace or disorderly behaviour.
23. Expenses arising from misconduct or negligence on employee member's part or employee member's refusal to undergo treatment as prescribed by the appointed registered medical practitioner or the duly qualified and registered medical practitioner to whom an employee member has been referred to.

NGEE ANN POLYTECHNIC ACADEMIC STAFF AGREEMENT, 2011

STAFF TRAINING & DEVELOPMENT SCHEMES

To support professional and personal development needs, training and development opportunities are available.

(1) Local External Training Programmes

Ngee Ann sponsors employee participation in local external training programmes. Based on the Learning Needs Analysis and NP Learning Roadmap, employees are encouraged to actively plan their training needs and participate in local external training programmes. Such programmes can also be identified by HR or the school and therefore there is no set schedule.

(2) Staff Development Programmes

Academic staffs are encouraged to take part in the various Professional Development Schemes to maintain their viability in their industry and to keep abreast of new developments in their professional field. The Polytechnic provides funding and opportunities for employees to upgrade their professional knowledge in areas relevant to the development needs of the schools/NP.

Each year, each school is required to conduct a Staff Development Planning Exercise to draw up its Staff Development Plan over the next 3 years. Such a plan includes all formal postgraduate studies and overseas professional development programmes which are planned according to the development needs of the school.

Once the plan is approved by the Staff Development Committee chaired by the Principal, the school will circulate it and invite eligible employees to apply for the programmes planned. The schemes comprise -

(a) Sponsorship to attend Local Masters programme, specialised short courses, technical conferences/seminars

Both NTU and NUS admit practising professionals into their part-time Master's programmes as non-graduating students. The Polytechnic encourages our employees to attend such courses because not only do they allow them to acquire knowledge on latest development in their area and current professional practices, they also provide the opportunity for them to interact and establish contacts and network with fellow professionals in the industries and commerce.

Besides the local Masters modular programmes, specialised short courses, technical conferences and seminars organised by local professional bodies are also supported.

Subject to availability of funds, NP will sponsor our academic staff for such courses.

(b) Sponsorship to Undergo Local Attachments

All academic staffs are encouraged to undergo short local industrial attachments on a regular basis to update their industrial experience and to keep themselves abreast of the latest development in the local industry.

To make it easy for employees to secure attachment placements, the polytechnic provides full-pay study leave for employees to go for such attachments.

If employees plan to undergo a local attachment, they should first inform their Director of their plan indicating the tentative timing of the attachment and training objective. This will enable their Director to fit the programme in the school's Staff Development Plan.

Once in-principle approval is obtained from the Staff Development Committee, the employee may proceed to source for an attachment placement in the relevant industry. Once the attachment is secured, the employee should submit a final proposal to the Director for approval.

(c) Back-to-Industry Scheme

Unlike the local industrial attachment scheme, which is meant for training purposes, the Back-to-Industry (BTI) scheme is meant to provide actual working stints for employees back in the industry for at least 6 months to 1 year, to help academic staff remain relevant and sustain their long-term employability.

Schools / Division will seek to establish linkages with strategic industry partners and get placements for the employees so as to retain our competitive edge.

Companies participating in the BTI scheme will share part of the employee salary as follows -

- | | | |
|---------------------|---|--|
| First 6 months | - | 25% of employee's salary plus employer's CPF contribution. |
| 7th month to 1 year | - | 50% of employee' salary plus employer's CPF contribution. |

Attachment of longer period may be allowed depending on the circumstances and exigencies of services. If the attachment is extended beyond 1 year, company will bear 100% of the employee's salary.

(d) Professional Development Leave (PDL) Scheme

The Professional Development Leave (PDL) scheme is designed to encourage employees to initiate their own professional development activities not covered under the existing staff development schemes. It complements the existing staff development schemes driven by the School and the Polytechnic.

An eligible employee may apply for 1, 2 or 3 months of paid leave and/or a grant of up to S\$10,000 to undergo a self-initiated professional development activity. Part of the PDL will be contributed by the employee's annual leave and offset against the employee's leave eligibility on a yearly basis starting from the year that the PDL is taken.

(e) Sponsorship for Self-Initiated Local Part-time Courses

To encourage life-long learning, eligible employees may apply for partial sponsorship for reading local part-time programmes offered by the following institutions and funded by MOE, which lead to a formal qualification i.e. Master's Degree, Post-graduate Diploma, Basic Degree, Advanced/Specialist Diploma or Diploma -

- The 4 local universities viz NUS, NTU, SMU and UniSIM;
- The 5 local polytechnics viz NP, NYP, TP, SP and RP;
- Nanyang Academy of Fine Arts (NAFA); or
- LaSalle-SIA College of the Arts.

An employee approved under this scheme will be given a 50% sponsorship of the net fees payable (after subsidy from MOE) subject to a cap of S\$10,000 for the whole programme. The amount of sponsorship for a non-citizen employee will be subject to the maximum amount given to a Singapore citizen employee reading the same or similar programme. For employees who have already embarked on these upgrading courses, the sponsorship will only be applicable for the remaining parts of the courses. There will be no further sponsorship for any repeat course or module.

(f) Consultancy Work & Industrial Projects

Another way for employees to keep abreast of technological developments and to maintain strong links with industry is to involve themselves in industrial projects and consultancy work.

Internally, a Consultancy and Part-time Work Scheme has been drawn up to provide the legal framework for employees to undertake consultancy work for external organisations. Under the Scheme, employees can be approved to undertake part-time consultancy work during duty hours provided it does not affect their teaching duties and that the total involvement in consultancy and other part-time work do not exceed 8 hours per week during term time. Employees are allowed to retain remuneration received from such approved work subject to a limit of 60% of annual gross salary.

(g) Interest Groups Activities

Various Interest Groups have been formed within each school or across schools to promote specific new technological areas, which are relevant to the needs of our local industry and commerce. Our employees will be able to keep themselves abreast of the latest technological advancement through their involvement in such Interest Groups. Funds have been allocated for Interest Groups to undertake research projects related to their areas of interest. Active members of such Interest Groups will also be given priority when school is considering employees for related overseas training programmes.

(h) Presenting Papers at Overseas Conferences

Another scheme to promote research and writing of papers among academic staff in NP is to provide financial assistance for employees to present their papers at internationally renowned conferences.

An employee who completes one year's service in NP, is eligible to apply for financial assistance and up to 7 days of full-pay leave to present papers at internationally renowned conferences once in every two years.

Each year, the Polytechnic will set aside a certain portion of its Staff Development Budget for this scheme. The extent of financial assistance is up to 70% of the cost. Employees who wish to apply for financial assistance and/or full-pay leave to present papers at overseas conferences should provide details of the conference and an abstract of the paper accepted.

(i) Teaching in Specialised Short Courses

Conducting specialised short courses provides the opportunities for our employees to interact with practitioners in the industries. Towards this end, an external training services arm called the Continuing Education & Training Academy (CET) has been set up to coordinate short courses developed by our employees.

Our employees are therefore encouraged to conduct CET specialised short courses. Alternatively, they can seek approval to undertake outside teaching work in courses organised by relevant professional bodies.

(j) Undertaking Book Writing, CAI/CBL Course-wares, Multi-Media Packages, Software Packages, Product Design or Intervention Development Work

To encourage our employees to undertake Books writing work, Computer Based Learning (CBL), Computer Aided Instruction (CAI), Multi-media training packages development, Product Design or Invention work, a set of guidelines on Rights and Royalties and Distribution of Software Products, Designs or Inventions for Academic Staff has been drawn up.

The guidelines provide clear criteria for determining ownership of intellectual property and a formula for distribution of royalties arising from commercial exploitation of such product/invention.

Product Design and Invention work are also supported by schools which will act as incubator for the invention.

(k) Links with Schools and Industry

Our employees especially Senior and Principal Lecturers are encouraged to maintain strong liaison with the Schools and Industry. They can do so by acting as School Link Officers or Industrial Liaison Officers.

(l) Curriculum Development Work

Curriculum Development Work is considered as a professional development activity as it requires our employees to undertake research to determine the latest trends and needs in the particular subject.

(m) Participation in Professional Bodies

Another way for our employees to enhance their professional standing is to hold office or participate in relevant professional bodies.

To encourage more of our employees to take up professional body memberships or activities, the Polytechnic has devised a scheme in which our employees can apply for reimbursement of their annual subscription fees for one professional body (up to a cap of \$300) if they show that they have benefited professionally from the membership through participation in courses, events and activities. Details of the Scheme are announced in January each year to remind staff to submit their applications before the close of the Financial Year.

NGEE ANN POLYTECHNIC RE-EMPLOYMENT GUIDELINES

Introduction

1. Re-employment at or after the statutory retirement age of 62 is a fresh period of employment. It provides staff with the opportunity to stay economically productive and meaningfully engaged in their golden years.
2. In drawing up our Re-employment Framework, NP recognises that our older staff have much to contribute given their expertise and years of experience in NP. At the same time, as a premier institution offering quality and industry-relevant curriculum, it is vital that our teaching workforce is renewed to impart the latest expertise and know-how to our students. Opportunities must also be created for younger promising staff to move up the ranks to ensure leadership renewal.
3. As re-employment is treated as fresh employment, NP will take the opportunity to review and identify suitable re-employment job roles for retiring staff which would leverage on their experience and capabilities. As a policy, unless the staff holds certain critical expertise which is required or when no other suitable candidates can be found to fill the positions at that point, retired staff will not be re-employed to perform the same job.
4. NP will work with staff to prepare them for their new re-employment job roles by providing re-training and re-skilling opportunities.

Qualifying Criteria

5. Staff are eligible for re-employment if they meet the following criteria:
 - a. Consistent performance of at least a "C" grade in the last 3 years

"C" grade is the minimum level of performance that majority of staff are expected to maintain in discharging their duties. In consideration of variable factors which may contribute to a staff's performance grade, staff who obtain no more than one "C-" performance grade in the last 3 years are considered as meeting the performance criterion.

b. Medically Fit to continue working

Staff are considered medically fit for re-employment as long as their health does not affect their ability to meet the requirements of their jobs during re-employment. This includes those who have medical conditions. NP will send a staff for medical screening prior to offering re-employment. Staff will only be deemed medically unfit for re-employment when an assessment by a medical professional indicates so.

c. Good conduct in the last 3 years

Staff should not have been found guilty of misconduct after formal disciplinary proceedings under NP Staff Disciplinary Rules in the last 3 years.

Possible Re-employment Opportunities in NP

6. Leveraging on their experience and capabilities, retired staff can be re-employed and re-skilled to support the following key areas:

6.1 Adult Education and Training

Retired staff can be re-employed in NP's CET Academy which sets out to spearhead workforce re-development and also provides enrichment programmes for the Silver Population. Re-employment opportunities in CET include:

- a. CET Planning and Administration
- b. CET Programme Development
- c. CET Programme Delivery

6.2 Technology Development and Industry Collaboration

Retired staff with extensive experience in industry collaboration work, training consultancy and design and development projects can be re-employed to support our technology development and industry collaboration initiatives. Possible re-employment jobs in this area include in-company training, cross-disciplinary consultancy projects and technology development projects.

6.3 SIT Degree Programmes

The Ministry of Education has set up a new entity - the Singapore Institute of Technology (SIT) to work with all the polytechnics to scale up degree tie-ups with foreign specialised institutions (FSIs) to provide an additional upgrading pathway for polytechnic graduates. Retired staff can be re-employed to project-manage or teach in such programmes.

6.4 Exporting NP Capabilities

In line with the Government's initiative to export our Public Service capabilities overseas, NP has set up an entity to export NP's capabilities to overseas institutions. Retired staff can be re-employed to support this initiative. Possible job areas include conducting training programmes or development projects for overseas institutions in areas of academic development, academic quality system, teaching & learning, institutional management and others.

6.5 Academic Development and Support

Based on their extensive experience and expertise, retired staff can be re-employed to provide academic development and support in several areas including:

- a. Academic Review and Development - to review and develop our full-time diploma courses/modules
- b. Staff Training - to be part-time staff trainers on a contract for service basis
- c. Academic Support - to support e-learning resource creation and courseware development work
- d. Overseas Immersion Programmes - to source for overseas attachment placements for students and coordinate overseas immersion programmes

6.6 Full-Time/Part-Time Teaching

Retired academic staff can be re-employed to teach either on full-time or part-time basis in our Diploma courses.

6.7 **Administrative/Technical Support**

Retired staff can be re-employed to augment administrative and technical support services in the following areas:

- a. Outreach - to support back-end coordination and planning work for outreach events or programmes
- b. Career Guidance and Counselling - to assist the schools/divisions in career guidance and counselling for graduating students and alumni
- c. Generic Admin/Technical support roles

Most of the existing Div II-III jobs at the administrative and technical support levels are considered suitable for re-employment. When a staff is reaching the compulsory retirement age of 62, schools/divisions/departments should review the job held by the staff as part of our Manpower Management Framework, to determine if the job remains relevant or whether it should be phased out or modified. For example, all Div IV jobs should be phased out and Div IV officers who are re-employed will be re-trained and redeployed in clerical support functions. As part of this review, tasks which remain relevant and suitable for re-employment will be offered as re-employment jobs. This approach will enable schools/divisions/departments to free up positions to bring in new personnel to rejuvenate the staffing at this level.

Possible Job Arrangements for Re-employment

7. Depending on the scope and nature of the re-employment job roles, NP will adopt a flexible approach in determining the job arrangements for re-employment.
 - a. If the scope of re-employment job roles is substantive enough, staff will be offered contract of service on full-time or part-time basis. Depending on the levels of the re-employed job roles, eligible staff may be offered positions at the same substantive grade or 1 to 2 grades lower.
 - b. For eligible staff at the Senior and Middle Management levels (i.e. PAX 3 and above), they may be offered full-time or part-time contract of service to oversee special projects or to play consultancy roles.
 - c. If the re-employment job role is confined to only CET training and/or Adjunct teaching, eligible staff will be offered part-time CET Trainer or Adjunct Lecturing contract.

8. Staff should keep an open mind about the re-employment options presented to them. Doing so will facilitate re-employment arrangements that benefit both the staff and NP.

Duration of Contract

- 9 For full-time and part-time re-employment contracts, the duration of the contract is one year. It is renewable on an annual basis up to age 65.
10. Renewal of contract will be subject to the staff's performance, medical fitness and conduct in line with the qualifying criteria for re-employment. The qualifying performance criterion for renewal of re-employment contract will be at least a "C". For academic staff re-employed on CET/Adjunct contract, their Teaching Observations (TO) and/or Student Evaluation on Teaching (SET) has to be satisfactory.

Commencement of Contract

11. Full-time or part-time re-employment contracts will commence immediately following one working day's break upon a staff's retirement. The break, which helps to signify a fresh employment after retirement will not be imposed for subsequent renewal or new offers of re-employment contracts. The length of service of a re-employed staff will be counted from the date of his first re-employment at or after age 62, provided there is no break in service throughout the period of re-employment.

Wage

12. In offering re-employment, we need to balance between retaining older, more experienced employees and appointing younger employees with the requisite experience to perform the requirements of the job. Hence, where retired staff are re-employed to positions which may be performed by a younger staff with the requisite experience, the salary paid to these staff should be adjusted to reflect the value of the job. In NP, this is typically the mid-point of the salary range or scale of the substantive grade for the re-employment job.
13. For staff re-employed on full-time contract of service, their salaries will be adjusted to the mid-point of the salary range/scale of the substantive grade at which they are re-employed. In exceptional cases, the staff can be paid up to his/her last drawn salary if the staff's critical expertise is required or if no suitable candidate can be recruited to fill the position at that point or up to the maximum point of the salary range/scale he/she is appointed to. The following table provides the guidelines to determine salary of re-employed staff on full-time contract.

Schedule XI
(Clause 42)
(Cont'd)

Scenarios	Gross Salary of Staff if offered re-employment in same scheme at	
	Same Substantive Grade	Lower Substantive Grade
Staff's last drawn is higher than mid-point	Mid-point of Salary range/scale, or an amount equivalent to 70% of last drawn, whichever is higher.	Mid-point of Salary range/scale in which the staff is re-employed or up to mid-point of next higher grade.
Staff's last drawn is lower than mid-point	An amount equivalent to the staff's last drawn salary.	
In exceptional cases	Up to the staff's last drawn salary	Up to the max-point of the salary range/scale in which the staff is re-employed.
<p><u>Important Notes</u></p> <p>Notwithstanding the above provisions,</p> <p>(a) a staff's salary should not exceed his last drawn salary or the maximum point of the range/scale in which the staff is re-employed whichever is the smaller amount. If a calculated salary exceeds the range/scale, the salary offer should be at the maximum point of the range/scale.</p> <p>(b) in salary scales, a staff's salary should be at a point within the salary scale. If a calculated salary does not have a corresponding point on the scale, the nearest higher salary point will be used.</p>		

14. For staff who are re-employed on part-time basis, their salaries shall be pro-rated accordingly.
15. For staff who are re-employed to conduct CET Training and/or Part-Time Teaching, they will be re-employed under a new Polytechnic Academic Associate scheme where a minimum remuneration package of \$30,000 per annum would be offered. Based on prevailing rate of \$70 per hour, this works out to be a minimum training/teaching load of 428 hours per annum. The actual allocation of teaching/training hours will be subject to mutual agreement between the staff and NP at the point of offer of re-employment. One possible allocation of this teaching/training load would be for a staff to be assigned 14 hours of teaching load over the 30 teaching weeks. This minimum package serves as a base package. Should the actual training/teaching load exceed 428 hours per year, the pay package would be adjusted accordingly. Details of this scheme are in Appendix I.

Other Wage Components

16. Staff re-employed on full-time contract of service will be eligible for performance-based Merit Increment or Annual Increment, and performance bonus based on their endorsed performance grades.

Benefits

17. Re-employment will be treated as fresh employment. Re-employed staff on full-time employment contract will enjoy benefits such as Vacation Leave and Medical Benefits scheme similar to that provided to new recruits. Their past service prior to retirement will not be counted towards service benefits such as Long Service Award and higher leave eligibility.

Pre-retirement Planning

18. All staff will be encouraged to attend pre-retirement and re-employment preparation courses to equip them to plan for their post-retirement and re-employment when they reach their mid-50s.
19. As part of annual performance appraisal exercise, Reporting Officers and Directors will provide regular and early feedback on performance with their retiring staff, especially with the view of guiding them to meet the qualifying criteria for re-employment.
20. When an eligible staff reaches the age of 60, as part of the annual performance appraisal exercise, the Director will meet with the staff to discuss re-employment possibilities and identify suitable re-employment jobs. Outcome of the discussion should be documented in the appraisal form. If the re-employment job is outside of the school/division/department, the Director shall seek input/endorsement from the receiving school/division/department.
21. Re-skilling Programmes - Relevant training courses will be identified to prepare staff for their re-employment in the identified job roles. For example, staff will be sent for the Advance Certificate in Training and Assessment (ACTA) training courses for their involvement as Workforce Skills Qualifications (WSQ) trainer.
22. Immersion - Schools/Divisions/Departments will activate the replacement plan so that new staff can be recruited early. This will provide the space and time for the retiring staff to undergo re-training and be immersed in the intended re-employment job area.

Re-employment Consultation

23. To allow sufficient advance notice for staff while balancing the most updated information on re-employment opportunities in NP, Directors will conduct re-employment consultation with an eligible staff and finalise the proposed re-employment plan 6 months before the staff is due for retirement. The discussion should cover issues such as possible job arrangements, training opportunities, wages and benefits.

24. Based on the proposed re-employment plan submitted by the Director, HR will work out the re-employment package and seek Management's approval for the proposed re-employment.

Notification of Re-employment

25. Once the proposed re-employment plan for the staff is approved, HR will finalise the re-employment contract. An eligible staff can expect to receive the re-employment offer 3 months before he/she reaches the age of 62.
26. If the staff does not want to be re-employed, he/she should reject the offer in writing.
27. For staff who are not eligible for re-employment or who are eligible but where no suitable re-employment job is available, formal notification of non-offer will be given by HR at least 3 months before the staff's retirement date.
28. Re-employed staff will be informed whether their contracts will be renewed at least 3 months before the expiry of the contract.

Employment Assistance

29. If no suitable re-employment opportunity is available for an eligible staff within his/her own school/division/department, he/she can be considered for other re-employment job roles in other schools/divisions/departments. In the event that no suitable re-employment opportunity is available, NP will provide assistance to the staff to find alternative re-employment outside of NP. Such assistance may include information on career resources, refresher training to facilitate the staff's search for jobs (e.g. resume-writing, preparation for job interview, etc.) and having officers register with Careers@Gov, the government job portal, for vacancies within the Public Service.
30. As a good HR practice, employment assistance will be extended to staff who are not eligible for re-employment.

Employment Assistance Payment (EAPayment)

31. Eligible staff who are not offered re-employment up to age 65 will be given a one-time lump sum Employment Assistance Payment (EAPayment). The EAPayment is to assist these staff in their transition after their current employment ends. It can be used for up-skilling, training in preparation for a new job, etc. As EAPayment is not regarded as income earned, it is not taxable and will not attract CPF contributions.

32. Staff in the following categories are not eligible for the EAPayment:
 - a. Staff who are not eligible for re-employment;
 - b. Staff who are not eligible for renewal or continuation of re-employment; and
 - c. Eligible staff who turn down reasonable re-employment offers. An offer made in line with these guidelines can be considered reasonable.
33. Eligible staff who are not offered re-employment upon their retirement at age 62, or are not re-employed up to the age of 63 years and 6 months, will be given an EAPayment that is equivalent to 3 months of their last drawn gross salary, subject to a minimum and maximum amount of \$4,500 and \$10,000 respectively.
34. For eligible staff who are re-employed at least up to the age of 63 years and 6 months, the EAPayment quantum will be reduced to 2 months of their last drawn re-employment gross salary, subject to a minimum and maximum amount of \$3,000 and \$7,000 respectively. In addition, the EAPayment will not be greater than the remaining salary to be paid to the staff until they reach age 65.
35. Where assignments for eligible Senior and Middle Management level staff are limited, EAPayment may be an appropriate alternative if re-employment is not feasible.

Review of Guidelines

36. The Polytechnic shall review and enhance the re-employment guidelines after 1 to 2 years of implementation. More specific guidelines or rules will be available when the new re-employment legislation is enacted in 2012. By then, more organisations will have implemented re-employment and we will be able to adopt some of the best practices.

Polytechnic Academic Associate (PAA) Scheme

1. The post of Polytechnic Academic Associate will carry a minimum annual pay of \$30,000 to be paid in 12 equal monthly instalments. This salary is subject to CPF contributions from both the employer and the employee, in accordance with the relevant CPF laws in Singapore and shall be payable only to an employee who is a Singapore Citizen or a Singapore Permanent Resident.
2. A staff appointed to this post will be given medical coverage under the MediSave-cum-Subsidised Outpatient (MSO) scheme.
3. The actual allocation of teaching/training hours will be subject to mutual agreement between the staff and NP at the point of offer of re-employment. One possible allocation of this teaching/training load would be for a staff to be assigned 14 hours per week of teaching load over the 30 teaching weeks.
4. A staff who is required to teach more than the base load, e.g. more than 14 hours per week; or other teaching assignments outside the 30 teaching weeks, will be suitably compensated at \$70 per extra hour worked.
5. A staff who is required to teach in courses where the payment rate is more than \$70 per hour will have the difference in payment rate factored into the base load.
6. The duties of a staff under this scheme are as follows:
 - a. To conduct lectures, tutorials, workshops and laboratory sessions and to mark attendance for such academic sessions
 - b. To prepare materials necessary and appropriate for the conduct of such lectures, tutorials, workshops and laboratory sessions
 - c. To set and mark tests, essays, assignments, and term projects, related to the module(s) assigned ; and to enter such marks to the computer systems
 - d. To attend student consultation sessions related to the module(s) assigned
 - e. To attend courses, meetings and any other consultation sessions related to the teaching assignments
7. A staff under the Scheme may be appointed as a module leader to oversee not more than 2 modules. Module leadership is equivalent to 2 hours of teaching load per week over the period in which the staff is appointed as module leader.

8. A staff who is required to mark or moderate exam scripts, or invigilate the exam, will be paid separately at the following rates:
 - a. \$3.00 for each exam script marked
 - b. \$1.00 for each exam script moderated
 - c. \$40.00 for each exam session invigilated

NGEE ANN POLYTECHNIC ACADEMIC STAFF AGREEMENT, 2011

STAFF GRIEVANCE FORM

Date:	
To:	From:
Division:	Staff No:
School:	
Details of Grievance*	

*Continue on separate sheet as applicable

Signature

Date

NGEE ANN POLYTECHNIC ACADEMIC STAFF AGREEMENT, 2011

POLYTECHNIC ACADEMIC LEAVE SCHEME 2008 (MODIFIED)

1. Scope

This Scheme applies to all Academic Staff who opted for the Polytechnic Academic Executive (PAX) scheme which was implemented on 1 November 2008.

2. Vacation Leave

An officer under this Scheme shall be granted vacation leave of 28 working days per calendar year or the proportionate amount if the period of service in any calendar year is less than 12 months.

3. Accumulated Leave

Leave of up to one year's eligibility may be carried forward to the following year. At the end of the second year, this leave cannot be deferred further and will be forfeited, if left unconsumed.

4. Medical Leave

An officer may be given full-pay sick leave for the period shown in a medical certificate up to a total of -

- (a) 30 days in a calendar year; or
- (b) 60 days if he has to be warded in a hospital.

5. Extended Sick Leave

If an officer is still certified unfit for duty after he has used up all the sick leave under paragraph 4, he may apply for extended sick leave on full pay as set out below, minus any extension given to him previously.

Limits of Extension of Full-Pay Sick Leave	
Length of Service	Maximum Extension Allowed (Days)
Less than 1 year	0
1 year and above	10
5 years and above	20
10 years and above	45
15 years and above	60
20 years and above	90
25 years and above	120
31 years and above	150

NGEE ANN POLYTECHNIC ACADEMIC STAFF AGREEMENT, 2011

POLYTECHNIC ACADEMIC LEAVE SCHEME 2008

1 Scope

This Scheme applies to all Academic Staff appointed on or after 1 November 2008.

2. Vacation Leave

An officer under this Scheme qualifies for vacation leave at these rates -

Less than 10 years' service	21 working days per calendar year
After 10 years' service	24 working days per calendar year

3. Accumulated Leave

Leave of up to one year's eligibility may be carried forward to the following year. At the end of the second year, this leave cannot be deferred further and will be forfeited, if left unconsumed.

4. Medical Leave

An officer may be given full-pay sick leave for the period shown in a medical certificate up to a total of -

- (a) 14 days in a calendar year; or
- (b) 60 days if he has to be warded in a hospital.

5. Extended Sick Leave

If an officer is still certified unfit for duty after he has used up all the sick leave under paragraph 4, he may have his sick leave extended on full pay as set out below, minus any extension given to him previously.

Limits of Extension of Full-Pay Sick Leave	
Length of Service	Maximum Extension Allowed (Days)
Less than 1 year	0
1 year and above	10
5 years and above	20
10 years and above	45
15 years and above	60
20 years and above	90
25 years and above	120
31 years and above	150