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IR No. 412 — INDUSTRIAL RELATIONS ACT (CHAPTER 136)

It is hereby notified for general information that on 17th November 2016, the following memorandum of a collective agreement was certified by the Industrial Arbitration Court and registered pursuant to section 25 of the Industrial Relations Act. The Court does not vet the agreement other than to ensure that there are no major errors or discrepancies and that the collective agreement is in compliance with the provisions of the Industrial Relations Act.

THIS COLLECTIVE AGREEMENT is made pursuant to the Industrial Relations Act this 2nd day of November 2016 between the NANYANG POLYTECHNIC (hereinafter referred to as the “Polytechnic”) of 180 Ang Mo Kio Avenue 8, Singapore 569830 of the one part and THE AMALGAMATED UNION OF PUBLIC EMPLOYEES, a trade union registered under the Trade Unions Act and having its registered office at Wisma AUPE, 295 Upper Paya Lebar Road, Singapore 534929 (hereinafter referred to as the “Union”) of the other part.

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

I GENERAL PROVISIONS

1. *Title*—This Agreement shall be known as the “NANYANG POLYTECHNIC NON-ACADEMIC STAFF AGREEMENT 2016”.

2. *Scope*—This Agreement shall cover all grades of staff listed in the Schedule to this Agreement.

3. *Duration*—The provisions of the various clauses of this Agreement shall take effect on 1st May 2016 and shall remain in force for three years.

4. *Past Practice*—All other existing terms and conditions of service not mentioned in this Agreement shall remain in force provided they are consistent with efficient service or have not been superseded by new policies made by the Polytechnic or Government from time to time. Other than these, any alteration of such past practices shall be done in consultation with the Union. Should any dispute arise regarding changes affecting such past practices, they shall be resolved in the first instance by the parties themselves and if necessary, at a later stage be referred to a referee under the appropriate provisions of this Agreement.

5. *Referee*—Any dispute or disputes between the parties to 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 choose a referee appointed in accordance with section 43 of the Industrial Relations Act to determine the dispute or disputes.

II GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

6. *Fixed Term Contract*—(1) Staff shall be employed on fixed term contract for an initial period of two years.

(2) Staff shall be informed at least three months prior to the completion of two-year contract of his employment onto permanent service, or of the extension of the contract.

(3) Staff shall not serve more than four years on contract unless except for those categories of staff exempted in accordance to the Civil Service guidelines. For staff who do not meet the Polytechnic's prevailing employment guidelines, the Polytechnic shall have the discretion not to emplace them even after four years of service.

7. *Hours of Work*—All staff shall normally be required to work a total of not less than 42 hours per week or more than 44 hours a week, unless mutually agreed between the Polytechnic and the Union.

8. *Overtime and Non-Working Day, Driving Allowance, Rest Day and Public Holiday, Night Duty Allowance, Ordinary Rate of Pay* —

Division II and III staff members

A Division II or III staff member shall follow the terms and conditions set out in “The Government Division II & III Employees (Driving Allowance, Night Allowance & Overtime Payment) Agreement, 1999”, including any revisions made thereafter between the Singapore Government and the Union in the following areas:

- (a) Driving Allowance.
- (b) Night Duty Allowance.
- (c) Overtime and Non-working Day.
- (d) Rest Day and Public Holiday.
- (e) Ordinary Rate of Pay.

III TERMS AND BENEFITS ON TERMINATION OF EMPLOYMENT

9. *Retirement and Re-Employment*—(1) The retirement age of an employee shall be 62 years old or such other age as may be prescribed in accordance with the Retirement and Re-employment Act.

(2) An officer who retires on reaching his compulsory retirement age may be re-employed at or after age 62 in accordance with Government Guidelines on Re-employment, Employment Assistance Payment (EAP) and other related guidelines at or after age 62.

10. *Retrenchment*—When retrenchment becomes necessary, the Polytechnic shall notify the Union as soon as possible. The redundancy payments and other related matters would be in accordance with the prevailing Civil Service practice, which is presently contained in PMO (PSD) Circular Minute No. 3/2004 dated 26th February 2004.

IV SALARY AND OTHER MONETARY TERMS

11. *Salary Structure*—The salary scales of the various grades of staff shall be as listed in the Schedule to this Agreement, including any revisions made thereafter between the Polytechnic and the Union.

12. *Increment*—(1) Annual increment shall be granted as a matter of course to staff who are on salary scales unless written notice of at least one month has been given to the staff of the intention to withhold, stop or defer the increment.

(2) Performance-based merit increment may be granted where appropriate for staff on salary ranges.

13. *Incremental Date*—Staff shall have a common incremental date fixed on 1st April each year from 1st April 2017, subject to changes in the Polytechnic's Staff Development and Appraisal cycle and framework.

14. *Transport Claim*—(1) A staff who has been given prior approval by the Polytechnic to use public transport shall be reimbursed for the actual expenditure incurred.

(2) A staff who has been given prior approval by the Polytechnic to use his own vehicle to travel on the Polytechnic's business shall be paid transport claim in accordance with the rates approved by the Polytechnic in force from time to time.

15. *Festival Advances*—(1) The salaries of the Chinese, Muslim and Hindu staff may be paid in advance in the month which the Chinese New Year, Hari Raya Puasa and Deepavali falls respectively.

(2) Where the festival falls between the 1st and the 20th (both dates inclusive) of the month, the full month's salary shall be paid seven days before the festival.

(3) Where the festival falls after the 20th of the month, no festival advance shall be payable because salaries for that month would have already been paid on the 15th.

16. *Long Service Award and Special Appreciation Award*—(1) The Long Service Awards (LSA) shall be given to eligible staff who have served continuously for 5 years or more (at intervals of 5 years), with the Polytechnic. The current values of the awards are as shown in the table below, subject to the prevailing guidelines as determined by the Polytechnic and PSD.

<i>Length of Service (years)</i>	<i>Maximum Award Value (\$)</i>
5	200
10	400
15	600
20	800
25	1,000
30 (thereafter awarded at every 5 year interval]	1,200

(2) The Special Appreciation Award (SAA) shall be awarded to eligible re-employed staff to recognise their re-employment service period, subject to the prevailing guidelines as determined by the Polytechnic and PSD. The current value for SAA is \$250 for each year of service.

V LEAVE ITEMS

17. *Other Leave Schemes*—(1) The Polytechnic shall provide the following types of leave to staff members, subject to the continuance of such leave Schemes by the Singapore Government and the terms and conditions in force at the time of application:

- (a) Full-Pay Unrecorded Leave;
- (b) Half-Pay Leave;
- (c) No-Pay Leave;
- (d) Adoption Leave
- (e) Childcare Leave
- (f) Maternity Leave;
- (g) Parent Care Leave
- (h) Paternity Leave
- (i) Shared Parental Leave; and
- (j) Unpaid Infant Care Leave

(2) The following leave types will be subject to an annual cap of 14 days per calendar year, subject to changes by the Singapore Government:

- (a) Compassionate Leave
- (b) Marriage Leave
- (c) Study Leave
- (d) Parent-care Leave
- (e) Corporate Social Responsibility Leave
- (f) Leave to attend approved Trade Union Courses/Conferences/Seminars (excluding leadership training courses indicated in Paragraph 22)

18. *Marriage Leave*—Staff shall be granted full-pay marriage leave for three calendar days on the occasion of their first marriage. The leave has to be consumed within the week before or one year from the date of marriage solemnisation. Staff must have completed at least three months' service at the time of taking the leave. Documentary proof is to be submitted with the Leave Application.

19. *Compassionate Leave*—Staff shall be granted three working days' compassionate leave on the bereavement of an immediate family member, defined as parents, parents-in-law, spouse, children and siblings, provided that documentary proof is submitted. The leave must be consumed within seven calendar days from the date of demise.

20. *Study and Examination Leave*—(1) Staff attending courses/programmes sponsored by the Polytechnic (i.e. training leading to a formal qualification) may be granted study leave of one working day per examinable module per academic year, capped at a maximum of four working days per academic year. Staff may also be granted unrecorded leave to sit for examinations.

(2) Staff attending self-sponsored courses/programmes will need to seek the approval of Human Resource for consideration of the course/programme taken as one that is approved by the Polytechnic for the purpose of granting study and/or examination leave. Study leave and examination leave will be granted subject to exigencies of service.

(3) Application of examination leave is to be submitted together with a photocopy of the official timetable.

21. *Time-Off to Attend Prayers*—A Muslim staff may, subject to exigencies of service, be granted time-off between 12.30pm and 2.30pm (inclusive of lunch hour) on Fridays for the purpose of attending public worship in a mosque.

22. *Pilgrimage Leave*—(1) A Muslim staff is eligible for the grant of pilgrimage leave, if he/she satisfies the conditions below:

- (a) is a Singapore citizen or a permanent resident of Singapore;
- (b) has completed 10 years of continuous service;
- (c) has not taken ½ pay leave other than on medical grounds during the 10 years of continuous service;
- (d) has accumulated vacation leave up to an amount equal to his eligibility of two calendar years; and
- (e) has registered with the Majlis Ugama Islam of Singapore.

(2) Pilgrimage leave may be granted only once in a staff member's service. Where such staff member applies for leave to make a pilgrimage to Mecca, the Polytechnic may grant extension of leave on full pay beyond the accumulated vacation leave to enable the pilgrimage to be completed. The combined period of leave shall be limited to the actual time required to complete the pilgrimage and shall not exceed 3½ months.

23. *Leave to Attend Trade Union Courses*—(1) A staff may be granted leave of a maximum of one month's duration in a calendar year to attend any local leadership training course organised by the Union or the National Trades Union Congress, subject to exigencies of service.

(2) A staff may be granted leave up to three months' duration in a calendar year to attend any overseas leadership training course sponsored by the Union or the National Trades Union Congress. However, the number of staff who may be allowed to proceed on such full-pay unrecorded leave in any one year and the number of staff in respect of any one approved course shall be determined by the Polytechnic subject to exigencies of service.

24. *Injury Leave*—Where a staff is injured as a result of and in the course of his employment and is granted medical leave because of the injury, the medical leave granted shall be separate and distinct from the ordinary sick leave eligibility.

VI MEDICAL BENEFITS AND INSURANCE

25. *Medical Benefits*—(1) The Polytechnic shall provide medical benefits to staff members in accordance with the Government's schemes.

(2) Staff injured arising out of and in the course of employment will have their related medical expenses covered by the Polytechnic in accordance with Section J of the Government Instruction Manual No. 2

26. *Insurance*—The Polytechnic shall subscribe to and maintain an insurance scheme for its staff for compensation claims under the Work Injury Compensation Act.

VII MISCELLANEOUS ITEMS

27. *Personal Loans*—(1) Personal loans may be granted to meet expenses for special occasions up to one month's gross salary to be approved by the Principal.

(2) A member of the permanent staff shall be eligible for personal loans.

(3) The staff shall nominate at least one surety who must be Singapore Citizen/Permanent Resident aged between 21 and 50 years of age and gainfully employed.

(4) Such loans are to be repaid with interest at six per cent per annum on the monthly reducing balance and the maximum period of repayment is 18 months or the remaining period till the age of 62 years is reached, whichever is earlier.

(5) The applicant shall pay stamp duty on the loan agreement.

(6) The terms and conditions of the various loans are subjected to changes and review from time to time.

28. *Polytechnic Courses*—Staff may be allowed to attend classes run by the Nanyang Polytechnic without payment of fees at the discretion of the Polytechnic.

29. *Uniforms*—The Polytechnic shall provide suitable protective clothing or appliances to staff where applicable in the course of their work.

30. *Disciplinary Action*—In the event that the Board should decide to hold a Staff Disciplinary Inquiry, the staff shall have the right of appearing before the Committee with or without a representative of his trade union.

31. *Joint Industrial Relations Committee*—(1) The Polytechnic and the Union agree to the establishment of a Joint Industrial Relations (IR) Committee.

(2) *Composition*

- (a) The employer representatives shall consist of 3 officers appointed by the Polytechnic.
- (b) The Chairman of the Joint IR Committee shall be a member of the Directorate appointed by the Principal. Should he be absent, the chair shall be taken by an employer representative and in the latter's absence, by the Vice-Chairman.
- (c) The staff representatives shall consist of the Branch Chairman, Secretary, Assistant Secretary, a committee member and the Industrial Relations Executive of The Amalgamated Union of Public Employees, Nanyang Polytechnic Staff Branch.
- (d) The Vice-Chairman shall be elected by members of the staff representatives.
- (e) There shall be two joint secretaries who will be appointed by the employer and staff representatives of the Joint IR Committee respectively.
- (f) Each party shall make its own appointments without interference from the other party.

(3) The functions of the Joint IR Committee shall be —

- (a) to provide the best means of utilising the ideas and experience of the staff members and securing for the staff members a greater share in and responsibility for, the determination and observance of the conditions under which their duties are carried out;
- (b) to discuss and determine —
 - (i) individual grievances;
 - (ii) group grievances;
 - (iii) accident and safety precautions;
 - (iv) suggestions for improvement in procedure and organisation of work;
 - (v) staff welfare e.g. lavatory, washing facilities, ventilation, lighting and sanitation facilities; and
 - (vi) any matter which, in the opinion of the Chairman and Vice-Chairman, should be referred to a more widely representative body.

(4) *Meetings*

- (a) Meetings shall be held during working hours and shall be called not more often than once a month and not less than once every three months.
- (b) Special meetings may be called at any time subject to 48 hours' notice being given by the appointed Secretary of one party to the Secretary of the other party.

- (c) The agenda for normal meetings shall be submitted by the Secretaries to each member of the Joint IR Committee at least two clear days before a meeting is to be held.
- (d) No business other than that appearing on the agenda shall be transacted at any meeting unless agreed between the Chairman and Vice-Chairman.

IN WITNESS WHEREOF, the parties hereto have set their hands the date and year hereinbefore written.

Signed for and on behalf of:

NANYANG POLYTECHNIC

THE AMALGAMATED UNION OF
PUBLIC EMPLOYEES

JEANNE LIEW
Principal & CEO

YEO CHUN FING
General Secretary

EDWARD HO
*Deputy Principal
Development*

NOOR SHYMA A LATIFF
Deputy General Secretary

In the presence of:

JUDY TAN
*Director
Human Resource*

SARAH CHENG YURU
Industrial Relations Executive

YAP CHU YONG
*Branch Chairman
Nanyang Polytechnic Staff Branch*

GRACE CHOO
*Branch Secretary
Nanyang Polytechnic Staff Branch*

LIM KOK WEE
*Branch Assistant Secretary
Nanyang Polytechnic Staff Branch*

Schedule (Clauses 2 & 11)

NANYANG POLYTECHNIC NON-ACADEMIC STAFF AGREEMENT 2016

S/N Scheme of Service and Grades of Staff

- 1 Technical Support Scheme (TSS) 2008
 - 1.1 Grade I
 - 1.2 Grade II
 - 1.3 Grade III
 - 1.4 Grade IV
 - 1.5 Grade V
 - 1.6 Grade VIA
 - 1.7 Grade VI
 - 1.8 Grade VII
 - 1.9 Grade VIII

- 2 Management Support Scheme (MSS) 2008
 - 2.1 Grade I
 - 2.2 Grade II
 - 2.3 Grade III
 - 2.4 Grade IV
 - 2.5 Grade V
 - 2.6 Grade VIA
 - 2.7 Grade VI
 - 2.8 Grade VII
 - 2.9 Grade VIII

- 3 Corporate Support Officer Scheme
 - 3.1 Grade I
 - 3.2 Grade II
 - 3.3 Grade III
 - 3.4 Grade IV
 - 3.5 Grade V

NIGEL FOO
Registrar
Industrial Arbitration Court
Singapore