

NGEE ANN POLYTECHNIC

AND

NGEE ANN POLYTECHNIC ACADEMIC STAFF UNION

COLLECTIVE AGREEMENT 2004

Human Resource Office

Admin Block 1, Level 6
535 Clementi Road
Singapore 599489
Tel: 6-460 6220
Fax: 6-465 7093

NP Academic Staff Union

Block 18, Level 2
535 Clementi Road
Singapore 599489
Tel: 6-460 8303
Fax: 6-468 5950

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**COLLECTIVE AGREEMENT
BETWEEN
NGEE ANN POLYTECHNIC
AND
NGEE ANN POLYTECHNIC ACADEMIC STAFF UNION**

This **COLLECTIVE AGREEMENT** is made pursuant to the Industrial Relations Act on this 27th day of May 2004 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 PROVISIONS

1 Title

This Agreement shall be known as the “**NGEE ANN POLYTECHNIC ACADEMIC STAFF AGREEMENT, 2004**”.

2 Scope

This Agreement except where it is otherwise specifically stated, shall cover all academic staff of the Polytechnic, 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 2004 and shall remain in force for a period of three (3) years from that date until 26th May 2007 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.

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 grievance for the purpose of this clause shall be a formal complaint lodged in the manner herein provided in respect of industrial matters.

“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). 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 EMPLOYMENT10 Hours of Work

- (1) All employees shall be required to work a total of 84 hours every two (2) weeks, exclusive of lunch breaks.
- (2) All employees, other than those who are not in the "Alternate Saturday-Off Scheme" shall be entitled to a Saturday off every two (2) weeks as scheduled by the respective academic Divisions/Schools.

11 **Work Week**

- (1) The Polytechnic operates a 5½ -day workweek. The daily working hours are as follows:

Mondays to Fridays : 8.30am - 1.00pm
 (Lunch Break) : 1.00pm - 2.00pm
 : 2.00pm - 5.30pm

Working Saturdays : 8.30am – 1.00pm

(For the Friday preceding the Saturday off, the working hours end at 5.00pm).

- (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 9.00am.
- (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.

12 **Placement of Contract Staff on Establishment**

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.

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 open to employees, their spouses and dependent children below 18 years. [See **Schedule IV**].

(b) The Group Term Life Insurance, which covers against death and total disability. The scheme is open to all employees 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 Structure

The monthly salary structure applicable to the grades of academic staff covered in this Agreement is as follows:

<u>Appointment</u>	<u>Salary Scale/Range</u>
L5	\$2000X160 – 3760
L5A	\$2680X165 – 4165
L4	\$3425X190 – 4755
L3	\$4260X230 – 5640
L2	\$5065X285 – 6490
L2A	\$6330X285-6900:7200:7500
PL	\$6650:290-8100

(2) Salary Components

The salary scale is the monthly salary, which consists of the following components:

- Basic salary
- Monthly Variable Component (MVC)
- Non Pensionable Component (NPC)

The gross monthly salary is the monthly salary plus the Non Pensionable Variable Payment (NPVP). An example is shown in **Schedule VI**.

19 Changes to Salary Structure

The Polytechnic shall consult with 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) The annual increment, if payable, will be paid on 1st Jan or 1st Jul depending on the date of the commencement of employment with the Polytechnic.
- (2) Employee will not be eligible for annual increment if he has reached the top of his salary scale/range or been placed on the Performance Review Process.

21 Promotion Increment

An employee shall be granted the following on promotions:

- (a) Where the employee's salary before promotion is less than the minimum salary in the higher grade, the employee shall be given a salary increase to the minimum salary of the new grade provided that the salary increase is not less than one increment given to employees in the old grade who are not promoted.
- (b) Where the employee's salary before promotion is equal or above the minimum salary in the higher grade, the employee shall be given a salary increase not less than one increment given to employees in the old grade who are not promoted.
- (c) 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) Availability of funds
 - (b) Individual performance of the employee
 - (c) The guidelines on eligibility and method of computation within the performance bonus formula approved by MOE.
- (5) The Polytechnic shall keep the Union 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

26 **Insurance**

- (1) All employees are covered under the Group Personal Accident insurance. 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 \$50,000 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 ITEMS27 **Annual / Medical Leave**

- (1) All employees are eligible for 42 days paid leave for every 12 months of service.
- (2) The granting of annual leave to an employee is subject to exigencies of services.

- (3) Leave taken on Saturday will be considered as a full day.
- (4) Where leave is taken for a continuous period exceeding 14 days, Sundays and gazetted public holidays occurring during the leave period will be counted as leave.
- (5) Leave not consumed within the leave year shall be forfeited. If leave cannot be consumed due to exigencies of service, subject to approval of his/her Director, an employee may be allowed to carry forward a maximum of 10 days of unconsumed leave to the next leave year.

28 **Maternity Leave**

- (1) Married female employees are eligible for maternity leave for the first two (2) children. She must satisfy the criteria in the Children Development Co-Savings Act (2001) to be eligible for the third (3rd) child maternity leave (3CML). A married female employee is not entitled to any payment in excess of \$20,000, inclusive of the employer's CPF contribution to CPF, for the 3CML benefit.
- (2) 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:

- (a) 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.

- (b) 3 days paternity leave on the birth of the first (1st) three (3) children. This paternity leave may be taken within 8 weeks 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.
- (c) 3 days compassionate leave on the death of an immediate family member (spouse, parents, parents-in-law, grandparents, siblings or children).

30 **Paid Unrecorded Leave to Look After a Sick Child**

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. If both parents are employees of the Polytechnic, only one may apply for the unrecorded childcare leave if the child under 12 years old is sick.

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 3-1/2 months.

32 **Leave to Attend Prayer**

A Muslim employee may, subject to exigencies of service, be granted time-off between 12.30pm to 2.30pm (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 spouse 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.
- (3) Leave taken on Saturdays is 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, DENTAL 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 VIII**].

- (2) For the purpose of sub-clause (1), “eligible dependants” means:
- (a) a wife and child (or children) of a male employee. If the wife is a Civil Servant or an employee of another Statutory Board, she must declare whether she would claim her medical benefit as a dependant or as an employee.
 - (b) a child (or children) of a female employee who is –
 - (i) a widow;
 - (ii) a divorcee;
 - (iii) one who has been granted a decree of judicial separation and who is the sole supporter of her family.
- (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:
- Consultation - 100% subject to cap of \$18;
 - 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 **Dental Benefits**

Employees can claim an outpatient dental subsidy of 50% of actual expenses, up to a maximum of \$70 per year. All unconsumed subsidy will be forfeited.

40 Holiday Reimbursement

- (1) Eligible employees can apply for holiday reimbursement up to 85% of their overseas holiday accommodation for each claim subject to a maximum of S\$250 per financial year irrespective of the number of claims.
- (2) Employees are eligible to apply for the holiday reimbursement after completing 6 months in service.
- (3) Employees who have enjoyed the chalet benefit are not eligible to apply for holiday reimbursement within the same financial year.

41 Holiday Chalets

- (1) Eligible employees can apply to stay at local holiday chalets at subsidised rates under the "Book on Demand" chalet scheme.
- (2) Employees who have claimed for holiday reimbursement are not eligible to apply for the chalets within the same financial year.

42 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 grandparents, parents-in-law, grandparents-in-law, siblings and children.

VII TRAINING AND DEVELOPMENT**43 Training**

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 before the start of the new financial year. The staff development programmes are outlined in **Schedule IX** to this Agreement.

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 (NP)

Signed for and on behalf of
**NGEE ANN POLYTECHNIC
ACADEMIC STAFF UNION (ASU)**

Mr Chia Mia Chiang
Principal, NP

Mr Tong Shui Chong
President, NP ASU

In the presence of:

In the presence of:

Mr Tan Hang Cheong
Deputy Principal, NP

Mr Tan Kay Tiow
General Secretary, NP ASU

Mrs Khoo Pee Ying
Director/Human Resources, NP

Mr Chan Mun Kitt
IR Consultant
National Trades Union Congress

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**SCHEDULE TO
NGEE ANN POLYTECHNIC
ACADEMIC STAFF
AGREEMENT, 2004**

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535 Clementi Road
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**SCHEDULE I
(Clause 13)****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

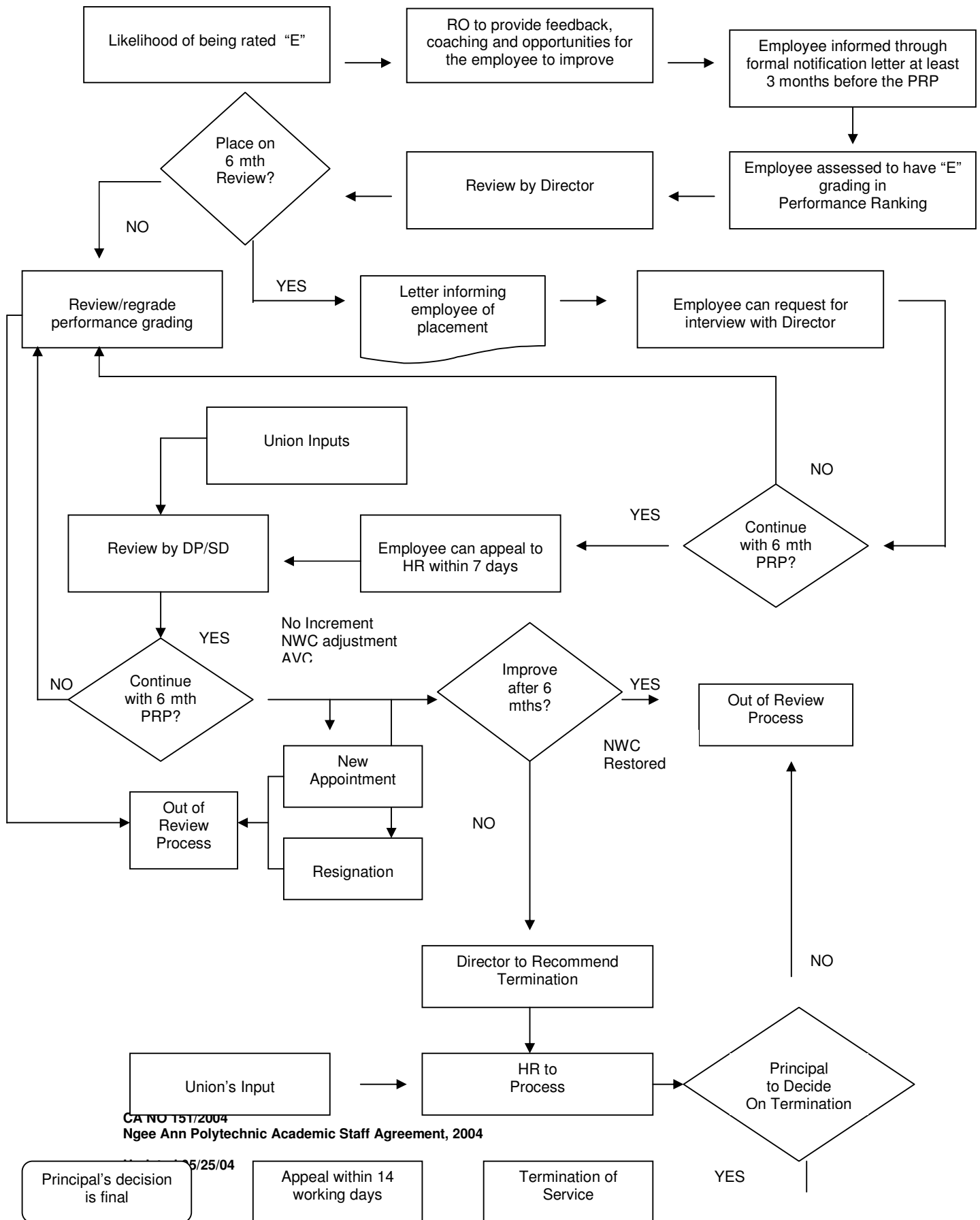
20 Notwithstanding the implementation of the PRP, the Polytechnic reserves the right to terminate the employment in accordance with the terms of the employment contract.

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



SCHEDULE II**(Clause 15)****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

50% of the employee's last drawn gross monthly salary * complete years of service up to 25.

OR

50% of the total salary (including NPAA & AVC) which would be drawn by the employee if he were to stay on and work till his compulsory retirement age, whichever, is the lower.

**SCHEDULE III
(Clause 15)**

SPECIAL RESIGNATION SCHEME (SRS)

Introduction

The Special Resignation Scheme (SGS) 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
<p>>=3 years and below the age of 57 years 11 months as at the last day of service</p>	<p>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)</p>
<p>>=3years and between the ages 57 years 11 months and 60 years as at the last day of service</p>	<p>The lower of the 2 options below:</p> <ol style="list-style-type: none"> (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.
<p>>=3 years and above the age of 60 years as at the last day of service</p>	<p>The lower of the 2 options below:</p> <ol style="list-style-type: none"> (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.

SCHEDULE IV
(Clause 17)

PUBLIC OFFICERS GROUP INSURANCE SCHEME

The Group Insurance Scheme for Public Officers provides coverage against death due to all causes, total permanent disability arising from accidents and illnesses, and partial permanent disablement arising from accidents. This scheme is voluntary and open to employees, their spouses and dependent children below 18 years.

The maximum sum assured for employee and spouse below age 65 is \$300,000. 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	Max Sum Assured
Up to 45	\$0.60	\$300K
46 - 50	\$1.00	\$300K
51 - 55	\$1.80	\$300K
56 - 60	\$2.50	\$300K
61 - 65	\$3.00	\$300K

Employees can also insure their children below 18 years old up to a maximum of \$100,000. The monthly premium for sum insured, in multiples of \$10,000, is \$0.50 per \$10,000 sum assured.

The Scheme is administered by NTUC Income Insurance Co-operative Limited and is renewable every 3 years. The above premiums are effective 1st Oct 2003. Interested employees may refer to NTUC Income's website www.income.com.sg for more details.

SCHEDULE V
(Clause 17)

GROUP TERMS LIFE INSURANCE

The Group Life Insurance Policy provides cover against death and total permanent disability. This scheme is voluntary and open to all employees up to a maximum age of 65. A circular will be sent to all employees to inform them of the revised premium rates where applicable and invite them to apply. After the closing date, applications will not be accepted.

The Policy is administered by Aviva Ltd.

The Polytechnic will subsidise half the cost of the normal premium for a sum assured equivalent to 12 times the employee's basic salary. The yearly premium rate (subject to change) payable is:

Age band	Age-related rate (\$)
</=35	\$1.00
36 - 40	\$1.30
41 - 45	\$2.00
46 - 50	\$3.20
51 - 55	\$4.50
56 - 60	\$6.50
61 - 65	\$9.50

This is the formula used to derive the premium:

(basic salary x 12 x age-related rate) divide by \$1000 = \$x

Half premium = \$x divide by 2 = \$y

E.g. Teddy's basic salary is \$2000. He is 30 years old. He will use (\$2000 x 12 x \$1.00) div by \$1000 = \$24.00. Half premium will be \$24.00 div by 2 = \$12.00.

**SCHEDULE VI
(Clause 18)**

SALARY COMPONENT – WORKED EXAMPLE

Salary Scale of Lecturer Grade 3 : \$4,260 X 230 – 5,640:

Last salary point : \$5,640

The monthly salary of \$5,640 is derived as follows:

Basic salary	:	\$4,620.00
MVC	:	\$ 696.14
NPC	:	\$ 323.86
Monthly salary	:	\$5,640.00

The gross monthly salary is derived as follows:

Monthly salary	:	\$5,640.00
NPVP	:	\$1,236.71
Gross Monthly salary	:	\$6,876.71

**SCHEDULE VII
(Clause 26)**

GROUP PERSONAL ACCIDENT INSURANCE

Eligibility

All employees whose age is less than 65 years are automatically covered.

Sum insured

12 times gross monthly salary.

Coverage

Against bodily injury caused by violent and accident external and visible means resulting in permanent disablement or death.

**SCHEDULE VIII
(Clause 38)****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 1st January 94;
- 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 1st 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 and 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 wife and dependant unmarried child (or children) including a step-child and legally adopted child, under 18 years of age, of a male 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.</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 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.</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 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 and 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>
<p>Hospitalisation at Government</p>	<p>Employees under this scheme are not eligible for 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 hospitalisation benefits. All unconsumed medical subsidy will be credited into the CPF medisave at the end of each Financial Year.</p>	<p>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.</p>	<p>Government charges shall include charges for ward accommodation, medical treatment, medicines, dressings and such professional attendance.</p> <p>The ward charges payable by employees / dependants are as follows: Medical treatment, surgical and other fees (except maternity) will be fully subsidised.</p>

	MSO	CCS	CPW
Hospitalisation at Private Hospital	<p>Employees under this scheme are not eligible for 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 hospitalisation benefits. All unconsumed medical subsidy will be credited into the CPF medisave at the end of each Financial Year.</p>	<p>For 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.</p>	<p>If employees / dependants chooses to receive treatment in a private hospital, NP shall subsidise such hospitalisation in accordance with the prevailing Government hospital rates as listed in the Scheme of Charges for Government Medical Services.</p>
Dental Benefits	<p>An employee will be subsidised at the rate of 50% of the charges subject to a maximum subsidy of \$70 per financial year. This benefit is only applicable to employee only.</p>	<p>An employee member will be subsidised at the rate of 50% of the charges subject to a maximum subsidy of \$70 per financial year. This benefit is only applicable to employee only.</p>	<p>An employee member will be subsidised at the rate of 50% of the charges subject to a maximum subsidy of \$70 per financial year. This benefit is only applicable to employee only.</p>

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 and 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 on 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 of 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.

STAFF TRAINING AND DEVELOPMENT SCHEMES

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

a) Local External Training Programmes

NgeeAnn 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.

b) Staff Development Programmes

Academic staff 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 5 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:

- Sponsorship to attend Local MSc modular courses, specialised short courses, technical conferences/seminars

Both NTU and NUS admit practicing 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 MSc modular courses, 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.

- Sponsorship to Undergo Local Attachments

All academic staff 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.

- 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 as a polytechnic of industry.

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.
7 th 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.

- Consultancy Work and 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.

- 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.

- 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.

- 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 Centre for Professional Development (CPD) has been set up to coordinate short courses developed by our employees.

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

- Undertaking Book Writing, CAI/CBL Course-wares, Multi-Media Packages, Software Packages, Product Design or Invention 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.

- 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.

- 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.

- Participation in Professional Bodies

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

To encourage more of our employees to participate actively in relevant professional bodies, the Polytechnic has devised a Scheme in which our employees can apply for reimbursement of their annual membership fees paid if they participate actively in the bodies. Details of the Scheme are announced in March each year when the Scheme is open for application.

