
POLICE RECRUIT
FIXED TERM INDIVIDUAL EMPLOYMENT AGREEMENT

This Fixed Term Individual Employment Agreement applies to Police Employees undertaking Recruit Training at the Royal New Zealand Police College

POLICE RECRUIT

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Application

This Fixed Term Individual Employment Agreement (the "Agreement") applies to Employees engaged to undertake Recruit Training at the Royal New Zealand Police College (the "RNZPC"). The purpose of the Recruit Training is to:

- a) satisfy the Commissioner that the Employee is adequately trained to hold the Office of Constable and is capable of exercising the powers of a Constable;
- b) enable the Employee to take the Constable's Oath; and
- c) enable the Employee to gain permanent employment as a Constable (Probationary).

This Agreement provides for fixed term employment for the purposes of completing the Recruit Training programme based at the RNZPC. Upon successful completion of Recruit Training you will take the Constable's Oath and commence as a permanent Employee in the role of Constable (Probationary).

Service as a Recruit will be credited for the purpose of service related entitlements.

The terms within this Agreement have been negotiated between New Zealand Police and the New Zealand Police Association to form the template to be offered to all future Recruits. Accordingly, this template cannot be varied without the approval of the Deputy Commissioner Leadership and Capability and agreement of the New Zealand Police Association.

The following information, which does not form part of the Agreement, is provided for the guidance of Employees and the Employer.

Main Features

- a) Finite term prescribed.
- b) Satisfactory completion of this Agreement includes that you must successfully meet all requirements and standards detailed in the attached Schedule 1.
- c) Payment, by individual salary, through the HR Infrastructure Team.
- d) Payment for statutory holidays will be in accordance with the Holidays Act 2003. If the day was one that you would have normally been expected to work then you will receive payment for that day. In

accordance with the Act compensation is time and a half for each hour worked and an alternative day off.

- e) Please note you will be subject to the provisions of the Police Code of Conduct.

Administration

- a) Academic Regulations to be attached to this Agreement as Schedule 1;
- b) Details are to be completed and the Agreement signed by you and the Employer's representative. Each page that has an insertion is to be initialed by you;
- c) A copy is to be made of the Agreement, including Schedule 1, and the original is to be given to you and a copy placed on your personal file;
- d) You will be given a copy of the Police Code of Conduct and made aware of its application to you. You are to sign the accompanying form which will be filed on your personal file.

Our Values

United by our values, defined by our actions.



PROFESSIONALISM
To Mahi Ngāia tonu

*Look The Part
Be The Part*

Kia rangatira te tū, kia rangatira te mahi



RESPECT
To Whakawiri

*Treat Others
As They Would
Want To Be
Treated*

Me manaaki te hangata,
rite tonu ki tū e poi ai kia meatia e ngā tūngata ki a koe



INTEGRITY
To Pono

*Actions Say
It All*


Mā o mahi koe e mohiotia ai



**COMMITMENT TO
MĀORI
& THE TREATY**
To piripono ki te Iwi Māori me te Tiriti

*Stand
Together*

Me tū tūra tūrou



EMPATHY
To aroha ki te tangata kō

*Walk In
Their Shoes*

Me hikoi i d rārou ara



**VALUING
DIVERSITY**
Me whakamihī te kanorau

*Many Views,
One Purpose*

He tūni ngā tirohanga, kotahi te whāinga

POLICE RECRUIT

FIXED TERM INDIVIDUAL EMPLOYMENT AGREEMENT

1. BACKGROUND TO THE AGREEMENT

- 1.1. This Fixed Term Individual Employment Agreement (the "Agreement") is between the Commissioner of Police (the "Commissioner") as Employer acting by and through the Director: Recruitment and the Employee.
- 1.2. The Employer has offered you the position of Recruit within the Royal New Zealand Police College (the "RNZPC") and you have accepted the position as per the terms of this Agreement.
- 1.3. The parties agree that this Agreement is for a fixed term. The reason for the fixed term is set out in clause 2 below.

2. FIXED TERM AGREEMENT FOR THE PURPOSE OF RECRUIT TRAINING

Term

- 2.1. The terms and conditions of this fixed term Agreement will come into force on the date Recruit Training commences as specified in your appointment letter and will continue in force until such time as you take the Constable's Oath or the fixed term is terminated in accordance with the provisions of this Agreement.

Reason for Fixed Term

- 2.2. Taking the Constable's Oath is an essential condition for permanent employment as a Constable (Probationary). Section 22 of the Policing Act 2008 stipulates that before the Constable's Oath can be taken the Commissioner must be satisfied that you are adequately trained to exercise the powers of a Constable **and** are capable of exercising the powers of a Constable. This Agreement provides fixed term employment for the purposes of satisfying the requirements of section 22.

3. DEFINITIONS

- 3.1. For the purposes of this Agreement the following definitions apply:

"Additional Training" means any additional assistance provided to the Recruit for the purpose of helping him or her meet training competencies. Additional Training includes, but is not limited to, any tutorial program provided outside ordinary Recruit Training class hours and any Learning Improvement Plan which may be associated with a tutorial program (inclusive of any requirement to return to District for further training).

"Constable (Probationary)" means an Employee who has been appointed a Constable under section 22 of the Policing Act 2008 and is undertaking the requirements of the Constable (Probationary) Work Place Assessment Program.

"Dependents" means spouse, civil union partner, or de facto partner, who the Employee lives with (i.e. not separated), and includes children up to the age of 16 years, and children between the age of 16 to 18 where they are not in paid employment or in receipt of any form of Income Support or Student Allowance. Dependents also includes other people for whom the Employee can be shown to be financially responsible either for legal or moral reasons, provided that any income they receive is in total less than the adult minimum wage as set by the Minimum Wage Act 1983.

"Recruit" means an Employee undergoing Recruit Training to become a Constable (Probationary).

"Recruit Training" means the training delivered to an Employee during a 16 week (18 weeks if the period includes the Christmas/New Year period) residential course at the RNZPC as set out in the Schedule 1 Academic Regulations. In addition, Recruit Training includes 3 days (8 hours each day) of learning completed by the Recruit from their usual place of residence, immediately prior to attending RNZPC. The training requirements set out in Schedule 1 involve a mixture of learning opportunities, including written examinations and tests, oral and other assessments and practical tests

During Recruit Training the Employee will, subject to meeting specific training requirements, become an Authorised Officer and then ultimately hold the Office of Constable. The change in status will not, of itself, signify the end of Recruit Training. For the avoidance of doubt, Recruit Training ends when the graduated Recruit is formally released from the course in accordance with the course calendar.

4. TRAINING

- 4.1. The Schedule 1 Academic Regulations sets out the training requirements that Recruits are to perform. The training requirements are set by the RNZPC and may be modified from time to time at the discretion of the RNZPC subject to any legal requirements.
- 4.2. From time to time you may be required to perform other duties within your capabilities in addition to those in the attached schedule should the need arise as determined by the Employer.
- 4.3. You agree to honestly, diligently and to the best of your ability carry out your responsibilities as set out in the attached schedule.
- 4.4. You agree to:

- a) comply with all reasonable and lawful instructions provided to you;
- b) honestly perform your duties with all reasonable skill and diligence and to the best of your ability;
- c) conduct your duties in the best interests of the Commissioner;
- d) deal with the Commissioner in good faith in all aspects of the employment relationship;
- e) comply with all relevant policies and procedures (including the Police Code of Conduct) implemented by the Commissioner from time to time.

5. SOLEMN UNDERTAKING AS A POLICE EMPLOYEE

Upon commencing training under this Agreement, you will provide a Solemn Undertaking that you will faithfully and honestly perform your duties/training as a Police Employee, according to law, and uphold the Police Code of Conduct.

6. HOURS OF WORK

- 6.1. The normal hours of work are 40 hours per week 8 hours per day to be worked between 7 am and 9 pm Monday to Friday. There will be times during Recruit Training where you will be required to work outside these hours.
- 6.2. There will be times during Recruit Training where you will be required to study outside normal hours and, in some cases, receive additional tuition in order to achieve the required level of competence and/or knowledge. Hours spent undertaking additional study or tuition outside of normal hours will not be compensated for by additional payment, this includes any duty worked whilst undertaking field experience as part of Recruit Training.

Deployments

- 6.3. You may be deployed on unscheduled operational deployments outside your core training from time to time (such as, but not limited to, assisting with enquiries relating to a serious offence). Where such deployment occurs, you will receive the appropriate shift incentive payments at Band G relating to hours worked as provided in the Police Constabulary Collective Employment Agreement (Shift Incentive). Where you are required to work on deployments in excess of your normal 40 hour week you will be paid for each hour in addition to 40 hours at your ordinary hourly rate. Transport will be provided for deployments.

7. REMUNERATION

- 7.1. The Employee will be paid a total remuneration of \$49,768.76 gross per annum prorated for the period of this Fixed Term Agreement as full payment.
- 7.2. The total remuneration figure of \$49,768.76 is inclusive of the following:
- | | |
|----------------|-------------|
| Annual Salary | \$44,980.00 |
| National Super | \$ 4,580.76 |
| Insurance | \$ 208.00 |
- 7.3. Remuneration will be linked to the Police Constabulary Collective Employment Agreement and any renegotiation of that Collective Employment Agreement will be applied to this Agreement.
- 7.4. Payment shall be paid fortnightly, in arrears, by direct credit to a bank account on receipt of the appropriate written authority from you.
- 7.5. At the Commissioner's discretion a deduction may be made from your salary:
- pursuant to the Wages Protection Act 1983 with the required notice being given to you;
 - with your written request.
- 7.6. Barrack and messing fees (and any abatements thereof) will be set by the RNZPC and advised to you. Barrack and messing fees will be paid by you and deducted from fortnightly salary while accommodated at the RNZPC. No refunds will be made for meals missed at any time including weekends or periods of unscheduled leave.
- 7.7. Recruits are able to apply for an exemption from barrack and messing fees in certain circumstances. This must be done in writing by completing the requisite declaration form.
- 7.8. Recruits with Dependents will be entitled to free barracking and messing.
- 7.9. Recruits with no Dependents but who make home mortgage payments (excluding any mortgage payment for a rental property) or continue to make rent payments for rental accommodation at their usual place of residence, while accommodated at the RNZPC, will be entitled to have their barrack fees abated.

8. TRAVELLING EXPENSES

- 8.1. You will be entitled to reimbursement of personal travelling expenses incurred on an actual and reasonable basis when travelling between your place of residence and RNZPC at the

commencement and conclusion of Recruit Training, during the deployment week programmed by RNZPC, and for any other travel reasonably required by the Employer, e.g. field experience, up to an amount equivalent to the lowest fare for that journey. Reimbursement is for air or surface travel based on a fair assessment of the appropriate mode of transport for the distance travelled, regardless of whether that fare is available when the travel booking is made. You will be notified of the programmed date of the deployment week at or prior to the commencement of training. Any personal travel not specified in this clause will be your sole responsibility.

9. SHIFTING EXPENSES

- 9.1. If you are called up for, or have commenced, Recruit Training and you request to be posted to an alternative location (a location that is not the original intended placement nor your current residential location), you will not be entitled to assistance with transfer costs.
- 9.2. If you are called up for, or have commenced, Recruit Training and are requested by Police to accept a placement to an alternative location (a location that is not the original intended placement nor your current residential location) **which will require you to shift household**, you will be entitled to shifting expenses as outlined in the Police Constabulary Collective Employment Agreement. The relevant Transfer Expenses provisions of the Collective Employment Agreement will apply.

10. LEAVE, STATUTORY HOLIDAYS & COMMISSIONER'S HOLIDAYS

Annual Leave

- 10.1. You shall be entitled to four (4) weeks' annual leave **per annum** in accordance with the Holidays Act 2003.
- 10.2. The parties agree that during the period of Recruit Training a total of up to one (1) week's annual leave may be programmed by the RNZPC and taken by you. Where programmed, this leave will be taken in advance and is inclusive of, not additional to, your four (4) weeks' annual leave entitlement.
- 10.3. Where a Recruit is at the RNZPC during the Christmas closedown, the three (3) days between Boxing Day and New Year's Day shall be treated as Commissioner's Days. Any annual leave approved to be taken in addition to the three (3) Commissioner's Days will be taken in advance.

- 10.4. The parties agree that following completion of Recruit Training, and prior to taking up appointment as a Constable (Probationary), you will take one (1) week off, the week will begin on the Monday after graduation and will consist of:
- a) Two (2) days' special leave; and
 - b) Three (3) days' leave (made up of either alternative holidays or annual leave).
- 10.5. Where no appointment is made to Constable (Probationary), or to any other position within Police, any accrued untaken leave will be paid out as part of final pay.

Statutory Holidays

- 10.6. The following shall be observed as statutory holidays:
- a) Christmas Day
 - b) Boxing Day
 - c) New Year's Day
 - d) The day after New Year's Day
 - e) Waitangi Day
 - f) Good Friday
 - g) Easter Monday
 - h) ANZAC Day
 - i) Sovereign's Birthday
 - j) Labour Day
 - k) Wellington Anniversary Day (as observed in the locality concerned)
 - l) Matariki (commencing 2022)
- 10.7. The following clauses apply in the event that one or more of these statutory holidays falls during the period of Recruit Training.
- a) If you are not required to work on a statutory holiday you will receive a paid day off if you would have otherwise been required to work.
 - b) If you are required to work on a statutory holiday, and that day would have otherwise been an ordinary working day for you, then you will receive an alternative day off and payment at the rate of time and a half for every hour worked.

Sick Leave

- 10.8. You are entitled to up to four (4) days' sick leave during the period of Recruit Training. Sick leave over and above this entitlement is at the discretion of the Employer and must be accompanied by a medical certificate. Sick leave will be paid in accordance with the Holidays Act 2003.

Bereavement Leave

You shall be granted bereavement / tangihanga leave paid in accordance with the Holidays Act 2003 to discharge your obligations and/or to pay your respects to a deceased person with whom you have a close association. Such obligations may exist because of blood or family ties, or because of cultural requirements. Additional time needed for travel will also be considered.

You are entitled to bereavement leave from the date you commence employment as a Recruit.

11. AUTHORISED OFFICER STATUS

- 11.1. To enable you to undertake any field experience component of Recruit Training, you may (subject to the General Manager: Training being satisfied that the Recruit is adequately trained to exercise the power to be conferred and is capable of exercising that power) become an Authorised Officer in accordance with section 24 of the Policing Act 2008.
- 11.2. Recruits will retain the status of Authorised Officer until they take the Constable's Oath or their employment ends in accordance with the terms of this Agreement.

12. RECRUIT TRAINING

- 12.1. You shall honestly, diligently and to the best of your ability carry out the fitness and training requirements included in Schedule 1 of this Agreement.
- 12.2. Upon successful completion of Recruit Training you will take the Constable's Oath in accordance with section 22 of the Policing Act 2008 and clause 2.2 of this Agreement.
- 12.3. The period of the fixed term shall be included for the purpose of service related entitlements and employment will be deemed continuous from the date training commenced.

13. INJURY OR ILLNESS

- 13.1. If you are injured, ill, or experience other health related concerns which impact on your ability to complete Recruit Training, the Employer may:
 - a) require you to provide a medical certificate from a registered medical practitioner stating whether you are fit to undertake Recruit Training at the Employer's cost;

- b) require you to undertake an assessment with a registered psychologist, to assess suitability to continue Recruit Training at the Employer's cost;
- c) consider offering you work in alternative areas within Police until such time as you are able to resume Recruit Training;
- d) adjust your hours of work and/or remuneration to reflect any cessation in Recruit Training under clause 13.1(c) above and the undertaking of alternative duties; or
- e) terminate this Agreement in the case of injury, illness, or other health related concern where it is of such a nature that rehabilitation within a reasonable period is unlikely.

13.2. If you become pregnant, arrangements as to alternative duties, parental leave and terms of continued employment will be determined on a case by case basis through consultation with you.

14. HEALTH AND SAFETY

14.1. The parties agree that consistent with the requirements of establishing and maintaining "good and safe working conditions" the parties shall observe the provisions of the Health and Safety at Work Act 2015.

14.2. The parties agree to take all practicable steps to conduct themselves in a way that ensures your health, safety and welfare, and the health, safety and welfare of other people, including other Employees and people in the custody of the Police, against harm from hazards and risks (as defined in the Act).

14.3. You will take all practicable steps to ensure your own safety while at work; and that no action or inaction while at work causes harm to any other Employee.

15. ADDITIONAL TRAINING

15.1. It is expected that Recruit Training will be satisfactorily completed in the allocated time (16 weeks and 3 days or 18 weeks and 3 days if the period includes Christmas/New Year).

15.2. During Recruit Training, you will be advised of any training competencies that are not being met and what is required to successfully complete that component of the course (inclusive of, but not limited to, any Additional Training). Any Additional Training will ordinarily conclude during the period of Recruit Training.

15.3. Where you do not attain Academic Terms (having been given the opportunity to re-sit) a decision shall be made by the RNZPC as to whether or not you should be provided with Additional Training.

Where it is determined that Additional Training will not be provided this Agreement may be terminated in accordance with clause 16.1.

- 15.4. In the event that the Recruit Training is not satisfactorily completed by the programmed conclusion of Recruit Training **and** it is determined by the RNZPC that an extension of this Agreement for the purpose of Additional Training is not appropriate in the circumstances, this Agreement will expire and your employment will terminate in accordance with clause 16.1.
- 15.5. The following clauses apply in the event that the training requirements are **not** successfully met at the programmed conclusion of the course and Additional Training is deemed appropriate in the circumstances.
- 15.6. Where you do not successfully complete the training requirements you will not take the Constable's Oath or graduate with your wing. The RNZPC will determine what Additional Training is required and, where necessary, will consult with the receiving District concerning any interim arrangements that may be required. This **may** include returning you to District for a short period to undertake alternative duties while you complete any Learning Improvement Plan objectives and/or wait for a placement on another Recruit Wing.
- 15.7. The time allocated for Additional Training will be specified in writing. The length of which will be determined by the RNZPC and will depend on the nature of the shortcoming/s and the improvement required. Additional Training is likely to be for a period less than six (6) months and **cannot** be for a period greater than 6 months without the written approval of the General Manager: Training.
- 15.8. Where Recruit Training is successfully completed at the end of Additional Training you will take the Constable's Oath and graduate in accordance with clause 2.2 of this Agreement. Upon becoming a Constable (Probationary) you will be employed as a Constable (Probationary) with Police and this Agreement (including any extension thereof) will expire.
- 15.9. Where the course requirements are not successfully met during the period of Additional Training this Agreement will expire and your employment will terminate in accordance with clause 16.1 of this Agreement.

16. TERMINATION OF EMPLOYMENT

- 16.1. This Agreement will terminate where you fail to meet the core components of Recruit Training (including fitness standards) set out in this Agreement and the attached Schedule 1.
- 16.2. This Agreement may be terminated by either party giving one (1) week's notice, with any entitlements being paid up to the effective date of termination.
- 16.3. Notwithstanding other provisions in this Agreement, the Employer may dismiss for serious misconduct under the Police Code of Conduct after following the applicable disciplinary process.
- 16.4. Where you are under investigation for potentially serious misconduct, the Employer may suspend you on full, part or zero remuneration, or place you on restricted duties in accordance with policy.
- 16.5. The Employer may terminate this Agreement in accordance with clause 13.1(e) above.
- 16.6. Upon termination of this Agreement you shall immediately return to the Employer all property (including but not limited to; uniform and appointments, ID cards, swipe cards, keys, documents, training material) either belonging to or subject to the Employer's care and all copies of that material which are in your possession or under your control.

17. ABANDONMENT OF EMPLOYMENT

If you are absent during Recruit Training for a continuous period of three (3) days or longer without reasonable explanation, you will be deemed to have abandoned your employment and this Agreement shall be deemed terminated forthwith.

18. CODE OF CONDUCT, ACADEMIC REGULATIONS, AND POLICY

- 18.1. You agree to comply with the provisions of the Police Code of Conduct, RNZPC Recruit Academic Regulations, and policies and procedures that the Employer implements from time to time.
- 18.2. The Employer shall, when dealing with any instance of alleged misconduct involving you, follow the applicable disciplinary process.

19. CONFIDENTIALITY - NON DISCLOSURE

- 19.1. You shall not, whether during the term of employment or after its termination, disclose to any person, government organisation, trust or corporate entity or use for any purpose other than performance of employment duties any confidential information or confidential material which has been obtained during the course of your employment with Police.
- 19.2. Confidential information or confidential material consists of any operational, technical, policy, legal or market information of a secret or confidential nature held by Police or external parties on behalf of Police. It includes, but is not limited to, all information pertaining to the affairs, policies, software, operations, personal information, procedures and processes, personnel, legal advice and opinions, plans or intentions, know-how, intellectual property, design rights and financial, business or operational affairs of Police. The above list is not exhaustive and is intended to serve as an illustration.
- 19.3. The parties agree that the terms of this clause shall survive the termination of this Agreement.

20. RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

- 20.1. If the employment relationship is to be as successful as possible, it is important that the Employer and you deal effectively with any problems that may arise.
- 20.2. This procedure sets out information on how problems can be raised and worked through.

What is an employment relationship problem?

- 20.3. It can be anything that harms or may harm the employment relationship, other than problems relating to setting the terms and conditions of employment.

Clarify the problem

- 20.4. If either the Employer or you feel that there may be a problem in the employment relationship, the first step is to check the facts and make sure there really is a problem, and not simply a misunderstanding.
- 20.5. Either party might want to discuss a situation with someone else to clarify whether a problem exists, but in doing so they should take care to respect the privacy of other Employees and managers, and to protect confidential information belonging to the Employer. For example, you could seek information from:
- friends and family

- the Ministry of Business, Innovation and Employment Contact Centre on 0800 20 90 20 or on its website at www.employment.govt.nz/er
- pamphlets/fact sheets from the Ministry of Business, Innovation and Employment, the New Zealand Police Association, lawyer, community law center or an employment relations consultant.

Discuss the problem

- 20.6. If either party considers that there is a problem, it should be raised as soon as possible. This can be done in writing or verbally. Provided you feel comfortable doing so, you should ordinarily raise the problem with your direct manager. Otherwise the problem can be raised with another appropriate manager. A meeting will usually then be arranged where the problem can be discussed. You should feel free to bring a support person with you to the meeting if you wish.
- 20.7. The parties will then try to establish the facts of the problem and discuss possible solutions.

The Next Steps

- 20.8. If the parties are not able to resolve the problem by talking to each other, a number of options exist:
- Either party can contact the Ministry of Business, Innovation and Employment Contact Centre, who can provide information and/or refer the parties to mediation.
 - Depending on the nature of the problem, the issues involved may also be ones that the Labour Inspectors employed by the Ministry of Business Innovation and Employment can assist with, i.e. minimum statutory entitlements such as holiday, leave or wages provision.
 - Either party can take part in mediation provided by the New Zealand at Work Mediation Services (or the parties can agree to get an independent mediator).
 - If the parties reach agreement, a mediator provided by the New Zealand at Work Mediation Services can sign the agreed settlement, which will then be binding on the parties.
 - The parties can both agree to have the mediator provided by the New Zealand at Work Mediation Services decide the problem, in which case that decision will be binding;
 - If mediation does not resolve the problem, either party can refer the problem to the Employment Relations Authority for investigation.
 - The Authority can direct the parties to mediation or can investigate the problem and issue a determination.
 - If one or other of the parties is not happy with the Authority's determination, they can refer the problem to the Employment Court.

- In limited cases, there is a right to appeal a decision of the Employment Court to the Court of Appeal.

Personal Grievances

- 20.9. If the problem is a personal grievance, then you must raise it within 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to your notice, whichever is the later. A personal grievance can only be raised outside this time frame with the consent of the Employer or where the Employment Relations Authority is satisfied that the delay in raising the personal grievance was due to exceptional circumstances.
- 20.10. You have the right to be represented at any stage of the process or to seek information or help from the New Zealand at Work Mediation Services.
- 20.11. Assistance with the personal grievance procedures in greater detail can be obtained from your local Human Resources Manager/Advisor.

21. GENERAL

- 21.1. The Employee's terms and conditions of employment comprise this Agreement and any additional terms and conditions confirmed in their appointment letter.
- 21.2. All work produced by you in the performance of any of the duties under this Agreement shall be the property of Police and Police shall be entitled to any copyright rights in or arising from such work.

22. DECLARATION

- 22.1. Your employment is contingent upon the requirement that throughout the recruitment process you have:
- a) correctly and fully disclosed all information requested of you during the pre employment recruitment process; and
 - b) truthfully and fully answered all questions put to you by recruitment staff and all others involved in assessing your suitability; and
 - c) fully disclosed to all recruitment staff any changes of circumstances that occurred during the recruitment process that have affected or have the potential to affect your medical, physical or psychological health; and
 - d) brought to the attention of the recruiting officer any other incident or reason that you have not already disclosed to recruitment staff (regardless of whether you have been specifically questioned in such regard) that to your knowledge

- could render you unsuitable to become a member of Police;
and
- e) by signing this Agreement, you declare that you have complied with all the matters set out in paragraphs (a) to (d) above.

23. SIGNATORIES AND EMPLOYEE ACKNOWLEDGEMENT

The foregoing and attached schedule represents the Agreement made between the Employer and the Employee.

By clicking "Accept Offer" in the My Offers tab within Police's SuccessFactors tool the Employee acknowledges that:

- a) I have read and understood the Terms and Conditions of employment offered by the Employer.
- b) I have been advised of the fixed term nature of the offer and agree with the reason for the fixed term.
- c) I have been advised of my right to seek independent advice about this Agreement, and have had a reasonable opportunity to do so.
- d) I have accepted this Agreement as applying to my employment with Police.
- e) I have been truthful in all statements made and have informed the Employer of any matters that could reasonably be expected to affect my employment, and acknowledge that any failure to be truthful could result in my employment being terminated in accordance with Police disciplinary procedures.

SCHEDULE 1

The Royal New Zealand Police College Recruit Academic Regulations

1. Introduction

The purpose of these Academic Regulations is to provide an overview of the policies, rules and guidelines utilised by the Royal New Zealand Police College (RNZPC) in respect of the administration of Assessments.

These Academic Regulations apply to all programs and assessments delivered during Recruit Training.

2. Assessments

All assessments during Recruit Training are driven by the provisions of section 22(2)(a) & (b) of the Policing Act 2008. These provisions must be met to the Commissioner's satisfaction in order for a Recruit to be sworn into the Office of Constable.

Assessment of achievement during Recruit Training shall be measured against expected learning competencies and outcomes and shall be both Formative and Summative in nature. It shall include assessment in developing competency in interactive practicals.

3. Definitions

Formative Assessment

Formative assessment is an assessment for learning that is carried out during a course of study or a learning experience. It is used to inform learners and trainers of progress towards the learning outcomes of the course.

Summative Assessment

This is a final or 'summing up' assessment of learning. It is used to measure learning that has already taken place and assesses progress against measurable standards. The assessment is designed to determine whether the Recruit is able to draw together the various knowledge and skills learned and to demonstrate these in a coherent manner.

The Formative and Summative Assessments may be **Practical or Written**.

Practical Assessment

These assessments will examine a Recruit's practical skills in scenario situations. Recruits will be required to demonstrate their ability to

manage incidents and exercise professional judgement while appropriately employing all the skills and knowledge they have been taught during Recruit Training.

Recruits must demonstrate competency in summative practical assessments.

Written Assessments

During Recruit Training, Recruits will be required to undertake knowledge and practice based written assessments.

4. Core components of Recruit Training

Recruits are expected to attend all lectures, tutorials, practical classes, assessments, tests and examinations required during Recruit Training.

Recruits must comply with these regulations for Aegrotat/Impaired Performance.

Police Studies Summative Written Assessments

Within the Police Studies component of Recruit Training Recruits will undertake **written summative assessments**. These are knowledge-based assessments which examine material selected from the commencement of Recruit Training through to the period ending 48 hours before the particular examination. These assessments test the assessed criteria for knowledge which Police officers need to have in order to make immediate decisions.

Police Studies Summative Practical Assessments

Within the Police Studies component of Recruit Training all Recruits will undertake **practical assessments**. These are scenario-based exercises based on an incident, event or the response to an offence.

There may be several components to each Practical ie, attendance at the scene, notebook entry, completion of Police Forms (skills file).

Pass Marks

Generally marks will be allocated for all Formative and Summative Assessments. For some topics Recruits will be assessed as being either competent or not competent.

Where marks are allocated, the required pass mark will be advised prior to the assessment.

Core course components include:

Police Studies

- Successful completion of practical and file summative assessments
- Successful completion of academic summative assessments

- Demonstrated commitment and application during Police Studies training, including (but not limited to):
 - Guest speaker presentations
 - Responsiveness to Maori
 - Cultural Competency Training

Computer Training

Successful completion of Summative assessment(s) for accessing and using Police Databases, applications and hardware.

Tactical Options Training (Police Integrated Tactical Training - PITT)

- Successful completion of summative assessments for Police appointments and authorised restraint holds
- Successful completion of summative assessment for tactical options and decision making
- Successful completion of the physical competency test (PCT)
- Successful completion of summative assessments for Police issue TASER:
 - Operator assessment (safe and correct handling)
 - Operator standard assessment (live firing)
 - Operator scenario assessment (simulated operational setting)
- Demonstrated commitment and application during non-summatively assessed Staff Safety Tactical Training, including (but not limited to):
 - Use of force
 - Communication skills
 - Safe set up
 - Empty hand tactics
 - Positional asphyxia
 - Torch
 - Control and restraint
 - Search
 - Contact and cover
- Maintain physical readiness including conditioning, obstacle training, physical competency and fitness, participate in rostered sports activities
- Operating in water/swim survival skills
- Drill and ceremonial training

Firearms Training

- Successful completion of summative assessments for Police issue firearms
- Hand gun precision standard
- Hand gun reactive standard
- Rifle standard
- Hand gun test of elementary training standards (TOETS)
- Rifle test of elementary training standards (TOETS)

- Written theory test
- Demonstrated commitment and application during awareness and personal safety training, including (but not limited to):
 - Decision Maker
 - Incident Survivor
 - Communicator
 - Scene Controller
 - High Risk Vehicle Stops
 - Arresting Officer
 - Practical scenario training

Driver Training

- Successful completion of practical Police driver summative assessments
- Demonstrated commitment and application during driving behavior, knowledge and techniques, including (but not limited to):
 - Vehicle pre-deployment check
 - Vehicle Management Exercise
 - System of Car Control - (City, open road and rural driving environments)
 - New Zealand Road Code Theory Test
 - Police Professional Driver Program - Theory Test
 - Skid Management
 - Threshold braking (crash avoidance)
 - Reversing Management
 - Anti-lock Braking System (ABS)
 - System of Car Control - Simulated Urgent Duty Drive
 - Vehicle Stop Tactics
 - Vehicle Proficiency Management
 - Crash Scene Management and Reporting
 - Infringement notices

Other Requirements

- Complete First Aid training including CPR

Police Capability

During Recruit Training Recruits will be assessed, on a day to day basis, against the Police Core Values (Our Values) and Police Core Competencies (How we do things). Eligibility to graduate requires Recruits to demonstrate their attitudes and behavior align with the Values and Competencies

5. Academic Terms

For Police Studies Recruits are required to attain 'academic terms' in order to sit the Summative Examination 2. To achieve 'academic terms' Recruits must attain a mark of 70% in Summative Examination One

(Part A – multi-choice) and 60% in Summative Examination One (Part B – criminal liabilities).

If a Recruit's mark from Summative One Examination is less than 70% (Part A) and/or 60% (Part B), the Recruit will have the opportunity to re-sit the examination. If the mark of 70% (Part A) or 60% (Part B) is obtained, then 'academic terms' are achieved.

6. Aegrotat / Impaired Performance

Purpose of the Aegrotat & Impaired Performance

The purpose of providing Aegrotat and Impaired Performance facilities is to ensure that a Recruit's academic progress is not unduly impeded by illness, injury, bereavement, or other critical personal circumstances that are beyond a Recruit's immediate control.

Where possible, the Recruit should always attempt the assessment, and then apply for Impaired Performance.

Aegrotat is a term that applies when a Recruit is unable to attend or present work for assessment due to illness, injury, bereavement, or other serious and exceptional circumstance beyond the Recruit's control.

Impaired Performance applies when a Recruit believes that his/her performance in, or preparation for, any examination or assessment activity has been seriously impaired due to illness, injury, bereavement or other serious and exceptional personal circumstances at or around the time of the assessment.

Applications for Aegrotat and Impaired Performance

Aegrotat or Impaired Performance consideration is available for all summative examinations, or practical assessments and other compulsory elements as defined in the paper outline distributed to the Recruit at the beginning of Recruit Training. Applications for Aegrotat and Impaired performance must be made no later than 48 hours after the assessment concerned, by submitting the prescribed form to their Sergeant.

Consideration of application

An AEG pass is awarded by the Manager: Initial Training (or their delegate) when he or she is confident that the Recruit would have passed the assessment if the Recruit had completed the missing assessment task.

AEG passes are not awarded in cases where less than 40% of the total course assessments for the wing have been completed as the Recruit is not likely to have achieved all the learning outcomes.

Manager: Initial Training (or their delegate) will use information from Recruit's assessments, and the overall wing performance for the assessment in question, to assign a mark for the assessment item (or AEG grade if the impairment was severe).

Application acknowledgement and notification

Approval of the application will be notified to the Recruit via the results notice board. The results board will have the assessed grade or AEG noted against a Recruit's candidate code where the application has been approved. "Aegrotat received and considered", will also be noted alongside a Recruit's mark.

If the application has been declined, DNC (Did Not Complete) will be recorded against the Recruit's candidate code.

Appeals

If the Recruit believes that they have sustained academic disadvantage as a result of Aegrotat or Impaired Performance consideration, the Recruit should appeal the result within 48 hours of them being posted. This should be done on the required form and submitted through their Sergeant. This appeal will be passed to the National Manager (or their delegate) for review of the process.

7. Time, Date and Venue of Assessments

Recruits will be advised of the time, date and place of all Formative and Summative Assessments. It will be the responsibility of each Recruit to ensure that they attend at the nominated venue and to attend on the correct date and time.

Recruits who, without a reasonable excuse, fail to attend a Formative or Summative Assessment, or who arrive late, will be given zero marks for that assessment.

The Manager: Initial Training (or their delegate) will determine if any explanation provided is reasonable, justifying the Recruit's non-attendance at the assessment at the appointed time date and venue.

8. Conduct of Assessments

During all assessments, Recruits must conduct themselves in accordance with the RNZPC Academic Integrity Guidelines. This includes the Training Service Centre (TSC) Cheating and Plagiarism Policy and the Recruit Training Program Honour Declaration. In particular Recruits must behave honestly in all assessments.

Recruits must observe any direction given by the examiner or examination supervisor (in the case of practical assessments, this shall

include the briefing given at the beginning of the assessment). Recruits must also observe any rules that apply to the examination.

A breach of the TSC Cheating and Plagiarism policy and/or the Recruit Training Program Honour Declaration may result in the Recruit failing the Induction phase and may result in disciplinary action, including dismissal for serious misconduct.

Monitoring and Feedback

Education best practice will be followed in relation to monitoring and feedback. A range of strategies may be used including the provision of a Learning Improvement Plan ("LIP"). The purpose of a LIP is to act as a written reference to improve competence. The LIP must give specific details of the areas in which the Recruit must improve, how this improvement might take place, how it will be measured, any Additional Training required, review dates, a timeframe within which the improvement is to be made and the possible consequences of failing to meet the training competencies.

9. Remarking of Assessments

Where a Recruit believes that an assessment, or part of an assessment, has been incorrectly marked, they will be entitled to apply to have the assessment remarked.

All applications for remarking shall be in writing, on the prescribed form, and lodged within 48 hours of the Recruit receiving the assessment mark.

Remarking shall be moderated by a person or persons who were not involved in the original assessment.

Remarking may result in no change or either a raising or lowering of the original mark.

Notwithstanding the above, special provisions may apply in the case of practical assessments.