



# **SULE LAMIDO UNIVERSITY KAFIN HAUSA**

P.M.B. 048, Kafin Hausa, Jigawa State

## ***SENIOR STAFF CONDITIONS AND REGULATIONS OF SERVICE (Revised Edition)***

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## 1.0 INTRODUCTION

The Senior Staff Conditions and Regulations of Service of Sule Lamido University Kafin Hausa are made pursuant to the University Establishment Law No. 6, 2013 (as amended) and the Jigawa State Civil Service Rules and Standing Orders of Jigawa State Government of Nigeria.

Where the provisions of these regulations are silent on any issue, recourse shall be made to the Jigawa State Civil Service Rules and/or Standing Orders of the Jigawa State Government of Nigeria. Extant Circulars or Policies from the State Government or any decision of the Council shall take precedence over the provisions of these regulations.

All employees have the same conditions of service except where otherwise stated, or where there is a duplication of benefits received by a member of staff and his spouse.

Except where the regulations require other specific authorisation, applications for payment shall be made to the Vice-Chancellor, through the Head of Department/Unit. If the eligibility of a staff for a payment is in doubt, the matter shall be referred to the Registrar for clarification. Matters other than claims for payment should be submitted to the Registrar.

Where there is a dispute in the interpretations of any provision of these Regulations, the matter shall be referred to the Registrar. In all such cases the decision of the Vice-Chancellor shall be final, except in cases where the regulations provide for further appeal.



## 2.0 INTERPRETATIONS

For the purposes of interpreting these Regulations, the following shall apply:

**Academic Staff** means all persons holding appointment as members of the teaching, research and/or Library staff of the University, whose primary duties include teaching, research, provision of specialised library services and any other duties as the Senate may, from time to time, determine or as may be assigned by the Vice-Chancellor, the Registrar or the Head of Department.

**Appointments and Promotions Committee (A & PC)** means the Central University Appointments and Promotions Committee.

**Board/Committee** is a person or group of persons constituted to carry out specific assignment and make appropriate recommendations or take appropriate decisions.

**Bursar** means the person appointed as Bursar of the University or any person appointed by the Governing Council of the University to act in that capacity.

**Centre** means an academic unit established within the University for Research and/or instruction in specified areas. It could also mean an administrative or service unit designated as such.

**Chancellor** means the person appointed as Chancellor of the Sule Lamido University Kafin Hausa.

**Child** means a biological child, a step-child, or a legally adopted or mandated child, aged less than 21 years if still in full time education, who is unmarried, not in a gainful employment and wholly dependent on the member of staff concerned.

**College/School** means a collection of Faculties/Departments in related disciplines under a Provost/Director.

**CONUASS** means Consolidated University Academic Salary Structure.

**Council** means the Governing Council of the University.

**CONTISS** means Consolidated Tertiary Institutions Salary Structure.

**Contract Employee** means employee who is not on a pensionable appointment.

**Date of Appointment** means the date on which an employee assumes duty in the University.

**Dean** means the Academic and Administrative Head of a Faculty, School or Students' Affairs Division.

**Department** means any unit of the University, Academic or Non- Academic, approved by the Council.



**Deputy Vice-Chancellor** means a person(s) appointed as such pursuant to the University Law 2013 or any other amendment thereto.

**Director** means the Administrative Head of an Academic Centre, School, Institute, or Academic/Administrative Unit in the University.

**Dismissal** means the removal of an employee from the service of the University as a result of serious misconduct(s).

**Division/Section** means any functional component within any Administrative or Technical Department in the University.

**Employee** means any member of staff of the University.

**Faculty** means a body of related academic departments approved by the Council.

**Family** in relation to a member of staff means his spouse and children as defined in this Regulation.

**Financial Year** means the period from 1<sup>st</sup> January to 31<sup>st</sup> December of a year.

**Full-Time Contract Appointment** means engaging a person to work for a stipulated period of time on such terms and conditions as may be agreed.

**Full-Time Tenure Appointment** means a permanent appointment subject to confirmation after a probationary period of two (2) years until the attainment of retirement age.

**Full-Time Temporary Appointment** means an appointment approved by the Vice-Chancellor for a period of not more than one year in areas where specialised services are required and it is impracticable to fill the post by tenure appointment immediately.

**Gender** means any reference to the masculine or feminine.

**Head of Department (H.O.D)** means the Head of an Academic, Administrative or service department appointed by the Vice-Chancellor.

**He/His/Him** as used in these regulations, are meant to refer to both genders, that is, Male and Female Staff of the University.

**Husband** means a man married to a female member of staff in accordance with Islamic Law, the Marriage Act, or the Customary Law of the place where the marriage was contracted.

**Institute** means an academic unit established within the University for Research and/or instruction in specified areas.

**Interdiction** means an instruction forbidding a member of staff facing a serious case that may lead to dismissal from attendance at his duty post on half pay until such case has been disposed of.



**Inefficiency** means incompetence or ineptitude, an action which shows that Staff is not properly discharging the duties of his Office.

**The Law** means the Statute establishing the Sule Lamido University Kafin Hausa.

**Leave Year** means the period from 1<sup>st</sup> day of October of each Calendar year to the 30<sup>th</sup> day of September of the following year, or as may be determined from time to time by the University.

**Married Woman** means a woman recognised as married under the Laws (Islamic Law, Customary Law and the Marriage Act).

**Misconduct** means a specific act of wrong-doing or an improper behaviour which is prejudicial to the good name, reputation or interest of the University or prejudicial to discipline or the proper administration of the business of the University and which can be investigated and if proven may lead to termination. It includes but not limited to: conduct which may be regarded as constituting failure or inability to discharge the functions of one's office or to comply with the terms and conditions of one's service; abuse of office; scandalous conduct such as: immoral behaviour, unruly behaviour, drunkenness in the course of duty, foul language, assault, battery; refusal to proceed on transfer or to accept posting; persistent lateness to work; failure to keep records; dishonesty; negligence; sleeping on duty; improper dressing while on duty; hawking, merchandise within office premises; malingering; discourteous behaviour to the public.

**Next-of-Kin** means the person named by a member of staff as the person with whom the University will legally deal with in case of death or other permissible circumstances.

**Non-Teaching Staff** means persons holding appointments in the Administrative, Professional and Technical cadres.

**Officer of the University** is an authority of the University as defined in the University Laws and Statutes.

**Promotion** means advancement of staff from one grade level to another other than by review.

**Provost** means the Academic and Administrative Head of a College.

**Pro-Chancellor** means the person appointed as the Pro-Chancellor and Chairman of the University Governing Council.

**Public Service** means any service or employment recognised as such by the Federal Government of Nigeria.

**Query** means a written enquiry or question to a staff for unsatisfactory behaviour to explain why disciplinary action should not be taken against him.

**Registered Domicile** means the place within Nigeria or outside Nigeria which,



on appointment, the Employee has declared to be home. A change of registered domicile shall not be recognised for the purpose of these Regulations unless such a change had been previously notified to and accepted by the Registrar.

**Registrar** means the person appointed as Registrar of the University or any person appointed by the Council to act in that capacity.

**Resignation** means the discontinuance of an employee's services at his own option after serving for up to three years but less than five.

**Retirement** means leaving the service after reaching the mandatory retirement age or voluntarily after serving for a period of ten years or more.

**Semester** means part of an academic year usually lasting between fifteen (15) and eighteen (18) weeks.

**Senate** means the Senate of the University, which is the highest decision-making body on academic matters.

**Senior Staff** means an employee of the University in the Academic, Administrative, Professional and Technical cadres on CONUASS 01 to 07 or CONTISS 06 to 15, as the case may be or as may be determined from time to time by the Council.

**Serious (Gross) Misconduct** means a specific act of very serious wrongdoing and improper behaviour which is prejudicial to the good name, reputation or interest of the University or prejudicial to discipline or the proper administration of the business of the University and which can be investigated and if proven, may lead to dismissal. Serious or gross acts of misconduct include but not limited to: repeated acts of abuse of office, plagiarism, membership of cults or secret societies, insubordination, falsification of records, suppression of records, withholding of files, misuse of official records, conviction for a criminal offence (other than minor traffic or sanitary offence or the like), abscondment, false claim against the University or any of its organs, engaging in partisan political activities, bankruptcy, serious financial embarrassment, unauthorised disclosure of official information, bribery, corruption, embezzlement, misappropriation of fund, violation of oath of secrecy, action prejudicial to security, fraud, holding more than one full-time paid job at a time, nepotism or any other form of preferential treatment, sabotage, wilful damage of public property, sexual harassment, involvement in examinations malpractice and any act unbecoming of a public officer. It is an act of serious misconduct for a staff to contest for an elective political office or party position while in the service of the University. It is also an act of serious misconduct for a staff to seek redress in a court of law without first exhausting the internal mechanisms for addressing grievances.

**Session or Academic Year** means the period of two Semesters, which normally begins on 1<sup>st</sup> October and ends on 30<sup>th</sup> September of the following year, or as otherwise determined by the University.



**Spouse** means husband or wife of a Staff.

**Staff** means a Senior Staff of the University.

**Suspension** means the temporary prohibition of a member of staff from performing his duties following an allegation of serious misconduct without emolument until a decision is taken. It may also be a punishment for misconduct.

**Temporary Appointment** means an appointment made on temporary basis, the duration of which is not more than one year.

**Termination of Appointment** means the cessation of an employee's services at the instance of the University Authorities. It may also be a punishment for misconduct.

**The University** means Sule Lamido University Kafin Hausa.

**University Librarian** means the person appointed as Librarian of the University or any person appointed by the Council to act in that capacity.

**Vice-Chancellor** means the person appointed as Vice-Chancellor and Chief Executive Officer of the University or any person appointed by the Council to act in that capacity.

**Wife** means a woman married to a male member of staff in accordance with Islamic Law, the Marriage Act, or the Customary Law of the place where the marriage was contracted.

**Withdrawal of Service** means the discontinuance of an employee's services at his own option after serving for five years or more but less than ten years.



### 3.0 APPOINTMENTS, PROMOTIONS AND EMOLUMENTS

#### 3.1 Appointments

Appointments are made by the Council or on its behalf, by the Appointments and Promotions Committee (A & PC) as follows:

##### a) Full-Time Tenure Appointment

Full-time tenure appointment is a permanent appointment subject to confirmation after a probationary period of two (2) years for fresh appointment. If confirmed, the appointment will continue until the compulsory retirement age is reached, unless earlier terminated by either party.

##### b) Full-Time Contract Appointment

Full-time contract appointment is the engagement of any suitable and qualified person for a period of two (2) years, on such terms and conditions as may be specified in the contract.

A contract appointment commences from the date the person appointed assumes duty, and ends, unless earlier terminated by either party, on the day before the anniversary of the date of commencement. Contract appointments may be renewed, if recommended by the Departmental A & PC and forwarded to the Appointments and Promotions Committee for consideration at least three months before the expiration of the current contract.

The Council or its delegated authority may approve the engagement or renewal of any contract appointment, subject to the following conditions:

- i) The field of specialisation where the contract appointment is required should be of critical need and such that it is difficult to find a new staff. In such a case the department should initiate the re-engagement process and not the affected staff. Recommendation should therefore emanate from the Departmental A & PC.
- ii) The applicant should be in good mental and physical condition of health, to be certified by the Director, Medical Services.
- iii) The applicant should have had good track record of service, attested to by the Departmental A & PC, subject to verification by the Registrar.
- iv) For internal applicants, they should have served the University continuously for the last 10 years preceding their retirement.
- v) For academic staff, there should be evidence of publications after the last promotion.
- vi) Salary of a contract staff should be one grade level below the salary of the officer at retirement.



vii) Contract appointment shall not attract promotion. However, any staff who was appointed on Contract before reaching the mandatory retirement age and the apex of his cadre, could, after serving for a minimum of two (2) tenures of two (2) years each satisfactorily, negotiate for reengagement at a grade higher than the previous one, provided that he had the requisite academic qualifications and experience. Such applications should be supported by evidence of hard work, commitment to duty and loyalty to the system.

### **c) Full-Time Temporary Appointment**

Full-time temporary appointment is an appointment approved by the Vice-Chancellor for a period of not more than one year, based on critical need, where specialised services are required and it is impracticable to appoint tenure staff immediately.

A temporary appointment commences from the date on which the person appointed assumes duty. Such person shall not engage in any other employment without the written permission of the Vice-Chancellor. However, no staff is entitled to engage in two salaried employments at the same time.

A temporary staff shall enjoy seven days of leave in a leave year.

## **3.2 Eligibility for Full-Time Appointment**

To be eligible for Full-Time Appointment into the service of the University a candidate shall:

- a) be between eighteen (18) and forty-nine (49) years of age for fresh appointment from outside the tertiary education system. However, the ceiling of forty-nine (49) years of age shall not be applicable in the case of contract or temporary appointments;
- b) possess the minimum qualification for the post;
- c) not have been convicted of criminal offence other than minor traffic offence; and
- d) not have been dismissed from any employment.

## **3.3 Procedure for Appointments**

### **a) Vacancies**

Vacancies in the establishment of any department shall be subject to budgetary provisions and may be filled by appointment of qualified candidates after due internal and external advertisement and interview by the A & PC.

### **b) Notification of Vacancies**

All vacant posts which are to be advertised shall be published in such a manner as to ensure adequate publicity both within and outside the University.



### **c) Date and Content of Advertisements**

Advertisement of vacancies shall be done by the Registrar, specifying all the conditions and qualifications required for the posts and the procedure of the application. The advertisement shall be placed in at least two (2) National Newspapers for a period of not less than six weeks.

### **d) Processing of Applications**

Applications for employment are to be supported by copies of credentials attesting to the qualifications required for each post. The short-listing of all applications shall be done by the A & PC after which an appropriate date shall be fixed for the conduct of interview that may require writing competency examination.

### **e) Appointments**

Appointments are made by the Council or on its behalf, by the A & PC.

### **f) Letter of Appointment**

Letter of Appointment which shall state the terms of the engagement is issued by the Registrar or an authorised staff of the University. An appointment shall not be valid until the offer is accepted in writing within the specified period.

## **3.4 Date of Commencement**

The date on which a member of staff will take up an appointment is a matter of agreement between him and the University.

An appointment commences from the date the staff assumes duty as agreed, and in the case of recruitment from outside Nigeria, on arrival in Nigeria in direct transit to the place of work.

## **3.5 Documentation**

### **a) Declaration of Age**

The Date of Birth declared on the application for employment form, supported by either Birth Certificate or Statutory Declaration of Age shall remain valid throughout the duration of service. No alteration shall be permitted.

### **b) Medical Examination**

Documentation of all appointments, including the renewal of contract and/or temporary appointment shall be subject to medical examination conducted by the University Medical Services. All medical certificates and reports, duly endorsed by the Director, University Medical Services, shall be kept by the Registrar and treated as strictly confidential.



### **c) Name of Staff**

The name written on the application form shall remain valid throughout the duration of Service. Change of name shall, however, be approved by the Registrar on the following grounds:

- i) Change in marital status in case of female staff, supported by a certificate or affidavit of marriage and copy of publication of the change in a National Newspaper.
- ii) Change in religious status.

### **d) Next-of-Kin**

Particulars of Next-of-Kin shall be properly documented by staff during documentation. A member of staff who wishes to change the particulars so documented could do so through a written application made to the Registrar, stating the particulars of the new Next-of-Kin, for appropriate action.

### **e) Referees Report**

Documentation for new staff shall only be complete with reports from three (3) Referees who shall attest to the conduct of the appointee. The Referees should include the Head of the last institution attended or the previous employer for staff with an employment history.

## **3.6 Confirmation of Appointment**

Full-time tenure appointment requires confirmation after the probationary period of two (2) years. However, in the case of Graduate Assistants it is subject to acquisition of a master's degree. Confirmation shall be approved by the Registrar on the recommendation of the Head of Department.

Where confirmation is not approved for unsatisfactory performance, the probationary period may be extended by the Vice-Chancellor for a period of one year only or the appointment shall be terminated by payment of one month's salary in lieu of notice.

Where confirmed, full-time tenure appointment will continue until the compulsory retirement age is reached, unless earlier terminated by either party.

## **3.7 Resignation of Appointment or Withdrawal from Service**

Any member of staff may resign his appointment or withdraw his service from the University by giving at least three months' notice in writing (or payment of one month salary in lieu) to the Vice-Chancellor and the latter's acceptance in writing. Resignations by teaching staff and technologists in Academic Departments shall be after completion of the semester examinations and submission of results.



3.7.1 If a member of staff resigns his appointment less than twelve (12) months after the commencement of his appointment, the Vice-Chancellor may, if he considers it reasonable to do so, require the member of staff to refund in full or pro-rata, the Relocation Allowance he was paid.

3.7.2 A member of staff on contract appointment who resigns his appointment before his contract is due to expire, shall normally be required to refund the Relocation Allowance in full or pro-rata, unless he has served for a minimum of one (1) year.

### **3.8 Promotions**

Promotions, except to the ranks of Professor and Associate Professor or equivalents, are approved by the Council upon the recommendations of Departmental, Faculty and the Central A & PC, provided that the vacancy exists and the staff satisfies the requirement of the extant guidelines. Promotions are usually done annually with effect from 1<sup>st</sup> October of the promotion year.

Except for accelerated promotion to the ranks of Lecturer I and Senior Lecturer, the time-in-rank or minimum waiting period for promotion shall be three (3) years. However, any staff who spent at least thirty (30) months on a rank by 30<sup>th</sup> September of the promotion year, shall be considered eligible for promotion to a higher rank. That is, if the affected staff's appointment, placement or upgrade to the rank had taken effect on or before 31<sup>st</sup> March of the first year.

Promotions could be considered for staff on study fellowship up to the rank of Lecturer I (or the equivalent for other cadres), except that no staff shall be promoted more than once during a single fellowship period.

No member of Staff shall be made to suffer financial discrimination consequent upon his promotion.

### **3.9 Advancement and Re-designation of Appointment**

In cases of upgrading, redesignation or conversion of appointments within and across non-teaching cadres, applications shall be made to the Registrar for consideration and recommendation to the Vice-Chancellor. In the case of academic cadres, this shall be referred to the Departmental and Faculty A & PC, except for advancement of Graduate Assistant to Assistant Lecturer and Assistant Lecturer to Lecturer II.

The effective date of advancement or upgrade within the same cadre shall be the date the staff reports back to the University from an approved study and presents the certificate obtained. Whereas in the case of change of cadre, redesignation or conversion of appointment across cadres, the effective date shall be the date of the approval by the approving authority.



### **3.10 Emoluments**

Salaries are paid monthly. The approved salary scales are as determined by the Council from time to time.

Increments are normally granted annually without formality but may, for sufficient cause, be withheld.

The Registrar may, based on the recommendation of the H.O.D. approve that a member of staff shall forfeit his salary for any period during which such member of staff absents himself from duties without sufficient cause. Appeals against such decisions may be made to the Vice-Chancellor.

### **3.11 Internal Appointments**

#### **a) Substantive Appointment**

Substantive appointment is an appointment approved by the Council or the Vice-Chancellor, as the case may be, for a term of not more than two (2) years for academic Provosts, Deans, Directors and Heads of Department, renewable for a final term upon satisfactory performance. Such officers shall not be below the rank of Senior Lecturer.

However, non-academic Directors shall be appointed for a term of five (5) years in the first instance, renewable for a final term of five (5) years, except for non-tenured Directors. The appointment commences from the date of approval or otherwise as specified.

Officers on substantive appointments are entitled to Earned Responsibility Allowances based on the prevailing rates or as may be determined by the Council from time to time.

#### **b) Acting Appointment**

Acting appointment may be approved by the Council or the Vice-Chancellor, as the case may be. It shall normally be for a period not exceeding twelve (12) months in the first instance. It may be renewed from time to time by the Council or the Vice-Chancellor, as the case may be.

When a member of staff has been appointed to act in a grade immediately higher than his substantive rank, he will be regarded as adequately performing the full duties of the higher post and shall be entitled to 100 percent of the acting allowance.

When a member of staff has been requested to act in a post, two (2) or more grades above his substantive rank, the maximum amount of acting allowance which he may receive will be calculated as the difference between the salary of his substantive rank and the initial salary of the post immediately higher than his.



## **4.0 DUTIES AND LEAVE**

### **4.1 Duties**

Staff on full-time appointments shall not engage in any teaching or part-time employment outside the University without the approval of the Vice-Chancellor. Such approval shall be for a period not exceeding one year, subject to renewal at the discretion of the Vice-Chancellor.

#### **4.1.1 Duties of Academic Staff**

The duties of academic staff shall be prescribed by the Heads of Department in line with the University policy, and may include reasonable periods of university duties during vacation. The permission of the Vice-Chancellor is required to undertake work away from the campus during semester and for any absence of more than one week for work or other purposes. Records of absence approved by the Vice-Chancellor should be made available to the Registrar for documentation purposes.

The Head of Department should seek the approval of the Vice-Chancellor, through the Dean, whenever he will be absent for more than one day, stating who will take charge of the affairs of the Department during his absence.

#### **4.1.2 Duties of Administrative, Technical and Professional Staff**

The hours of work for administrative, technical and professional staff shall be from 9:00 am to 5:00 pm on Mondays to Thursdays and 9:00 am to 1:00 pm on Fridays or as may be determined by the nature of their work or the University Policy. Their duties may be as prescribed by their Heads of Department, in line with the University's Scheme of Service.

A member of staff shall seek the approval of the Head of Department whenever he will be absent from office. If the absence shall be for more than two days, the Head of Department shall recommend to the Registrar for approval, stating the date of departure and the date of return. The Head of Department should seek the approval of the Registrar whenever he will be absent for more than one day, stating who will take charge of the affairs of the Department during his absence.

In all cases, approval to travel abroad shall be given by the Vice-Chancellor.

#### **4.1.3 Registration with Professional Bodies**

If the nature of the duties of a member of staff requires him to be registered under any enactment in force in Nigeria, it shall be his responsibility to obtain the registration and to pay the necessary fees. If he omits or fails to do so, the Council may terminate his appointment after investigation.

#### **4.1.4 Posting**

A staff shall be required to work in any section or in any capacity in which the best interest of the University is ensured.



## 4.2 Leave

### 4.2.1 Leave and Leave Year

Leave is the authorised absence of a staff from duty for an approved period.

The Leave Year is from 1<sup>st</sup> October to 30<sup>th</sup> September or otherwise as determined by the University.

### 4.2.2 Types of Leave

The types of leave available in the University Service are as follows: annual leave, deferred leave, accumulated leave, home leave, emergency leave, examination leave, compassionate leave, casual leave, sick leave, vacation leave, maternity leave, sabbatical leave, study leave, leave of absence, research leave, leave for religious purposes, leave without pay and pro-rata leave.

#### a) Annual Leave

**Annual Leave** is the authorised absence of a staff from duty for thirty (30) working days in a Leave Year. It is compulsory, but shall be granted at the convenience of the department and on the request of the member of staff concerned. The leave shall be exclusive of all Saturdays, Sundays and Public Holidays occurring therein.

#### i) Forfeiture of Annual Leave

Where a member of staff fails to apply for leave by 30<sup>th</sup> September or where the Annual Leave has not been officially deferred, such leave shall be deemed to have been forfeited. Annual Leave shall not be granted to temporary Staff.

#### ii) Qualifying Period for Annual Leave

A staff shall qualify for Annual Leave not less than six months after the previous leave within a leave earning service year.

#### iii) Periods which are not Leave Earning

Periods spent on study leave, study fellowship and sick-leave will not be leave-earning. A study fellowship lasting more than one year will be considered to use up any leave earned but not taken before the commencement of the fellowship.

#### iv) Annual Leave Roaster

It is the responsibility of the Head of Department/Unit to draw up the Annual Leave Roaster of the next year for all the staff under him and forward same to the Registrar for information and documentation not later than 30<sup>th</sup> September of the current year.

**v) Annual Leave Abroad**

A staff who desires to spend his annual leave or part of it abroad, shall seek the approval of the Vice-Chancellor and shall provide detailed address of his destination before proceeding on the leave.

**vi) Leave Address**

A staff spending his leave within or outside Nigeria shall indicate his intended destination or leave address in the application for leave.

**vii) Resumption from Annual Leave**

A staff is required to resume duty after Annual Leave on the date following the expiration of the authorised leave.

On return from Annual Leave, a staff should fill the Resumption of Duty Form and submit to the Registrar through his Head of Department/Unit.

A staff who fails to resume duty after leave without valid reasons shall be regarded as having absconded, which is an act of serious misconduct.

**viii) Curtailment of Leave**

The Registrar may, upon recommendation of the Head of Department/Unit, where the exigencies of duty demand, recall a staff to return to duty before the expiration of Annual Leave. Any portion of the leave so curtailed shall be taken after the completion of the assignment, but not later than the first quarter of the next leave year.

**b) Deferred Leave**

**Deferred Leave** is that part or whole of Annual Leave that could not be taken as at when due for exigencies of work and approved by the Vice-Chancellor to be carried forward to a future date not later than 30<sup>th</sup> September of the next leave year, on the recommendation of the Head of Department through the Registrar. No staff shall apply for the deferment of his Annual Leave. Any leave approved for deferment shall be spent before the staff's retirement. No serving officer shall be allowed to commute to cash any deferred leave at the time of retirement.

**c) Accumulated Leave**

**Accumulated Leave** is the deferred leave that could still not be taken due to exigencies of work, but should be taken before retirement. Accumulated leave could, however, be commuted to cash only where a staff has been prematurely retired, provided it is not as a result of a disciplinary action. No serving officer shall be allowed to commute to cash any accumulated leave at the time of retirement.



**d) Home Leave**

**Home Leave** is the leave granted to an expatriate staff at the end of his contract. In the year that he does not qualify for Home Leave, he should be entitled to Annual Leave locally.

**e) Emergency Leave**

**Emergency Leave** is the leave granted to a staff in case of personal emergency for a period of up to ten (10) working days. It shall be counted as part of Annual Leave.

**f) Examination Leave**

**Examination Leave** is a special leave granted to a staff for the purpose of taking examination on the presentation of the time-table for the examination. It shall be counted as part of Annual Leave.

**g) Compassionate Leave**

**Compassionate Leave** is a special leave from duty on full pay granted to a staff on compassionate grounds for a period of up to ten (10) working days for burial and mourning of a spouse, child, parent or parent's spouse only. It shall not be counted as part of Annual Leave.

**h) Casual Leave**

**Casual Leave** is the authorised absence of a staff from duty for a short period not exceeding an aggregate of five (5) working days within a Leave Year. It shall not be counted as part of Annual Leave.

**i) Sick Leave**

**Sick Leave** is a full paid leave granted by the Vice-Chancellor to a staff on grounds of ill health for a maximum period of six (6) weeks per year if not hospitalised, and six (6) calendar months if hospitalised. The procedure is explained in the regulations under Medical Treatment.

**j) Vacation Leave**

**Vacation Leave** is the Annual Leave for academic staff for a period of thirty (30) working days in a year if taken separately from Research Leave.

**k) Maternity Leave**

**Maternity Leave** is the authorised absence of a serving female staff from duty granted on account of pregnancy for a period of one hundred and twelve (112) working days. Where a female staff adopts a child under four (4) months old, the staff shall enjoy eighty-four (84) working days Maternity Leave. The procedure is explained in the Regulations under Medical Treatment.



### **l) Paternity Leave**

**Paternity Leave** is the authorised absence of a serving male staff from duty granted shortly before or after delivery by his wife for a period of fourteen (14) working days and not more than once in two (2) years for a maximum of four (4) children. The staff will equally enjoy the Paternity Leave where his family adopts a child under four (4) months old.

The request for such leave shall be accompanied by the Expected Date of Delivery (EDD) report of the staff's wife or evidence of approval of the adoption of the child by the relevant government bodies.

### **m) Sabbatical Leave**

**Sabbatical Leave** is the leave granted to a staff from the rank of Senior Lecturer or equivalent for a period of twelve (12) calendar months as explained in Section 5.6 of the Regulations.

### **n) Study Leave**

**Study Leave** is the leave granted to a staff that is not qualified for study fellowship as explained in Section five (5) of the Regulations.

### **o) Leave of Absence**

**Leave of Absence** is the permission granted to an officer on a full-time tenure appointment to be away temporarily from the service of the University in order to take up an appointment in another organisation for a period of two (2) years in the first instance. This does not include regular tenure appointment in which case the staff would have to transfer his services to the new employers or disengage from the service of the University to take up the new job.

The conditions for Leave of Absence are as follows:

- i) For a staff to qualify for Leave of Absence for the first time, he should have been confirmed and must have served the University for at least two (2) years after confirmation or a minimum of five (5) years if he transferred his service from another organisation.
- ii) Once granted Leave of Absence, an officer shall not be granted such a leave again until after a minimum of five (5) years of satisfactory services to the University.
- iii) There shall be no extension of Leave of Absence beyond four (4) years, except if the staff is granted an appointment of a five-year term in a tertiary institution.
- iv) The period of the Leave shall neither be counted for promotion nor as years of qualifying service.



- v) Staff granted Leave of Absence shall be required to vacate his official residence for the duration of the leave within a maximum period of three (3) months.
- vi) A staff granted bonded fellowship shall not qualify for Leave of Absence until he has fulfilled the bond.
- vii) Any staff who violates these conditions shall be subjected to disciplinary measures in accordance with the provisions of these Regulations.

**p) Research Leave**

**Research Leave** is the leave granted to academic staff to undertake research for a period of twenty-six (26) working days in a year if taken separately from Vacation Leave.

**q) Leave for Religious Purposes**

**Leave for Religious Purposes** is the leave granted to a staff for a religious purpose up to a maximum of thirty (30) working days per Leave Year. It shall be counted as part of his Annual Leave.

**r) Leave without Pay**

**Leave without Pay** is the permission granted to an officer on a fulltime tenure appointment to be away temporarily from the service of the University on personal grounds for a period of two (2) years in the first instance, renewable for another term of two years and no more.

**s) Pro-rata Leave**

**Pro-rata Leave** is the leave granted to a staff for part of a leave year worked at the beginning or end of service. Staff on this category will enjoy the leave in the following order:

| Leave Earning Period | Pro-rata Leave in Working Days |
|----------------------|--------------------------------|
| 12 Months            | 30                             |
| 11 Months            | 28                             |
| 10 Months            | 25                             |
| 9 Months             | 23                             |
| 8 Months             | 20                             |
| 7 Months             | 18                             |
| 6 Months             | 15                             |

**4.3 Leave for Academic Staff**

A total period of eight (8) working weeks of absence from place of work during the leave year shall be recognised as the maximum entitlement of a member of the academic staff. The eight (8) weeks shall consist of thirty (30) working days



of Annual Leave and twenty-six (26) working days of leave for research purposes. In the case of a member of staff first assuming duty after 1<sup>st</sup> October, his leave shall be calculated on a pro-rata.

#### **4.3.1 Time of Leave**

- a) The leave shall normally be taken during the Second Semester vacation on the approval of the Registrar upon the recommendation of the Head of Department.
- b) A member of staff should not normally depart on leave until after the completion of Second Semester Examinations. The Head of Department may, however, approve slight variations in accordance with Departmental expedience.
- c) Leave for Heads of Department, Deans and Directors shall be approved by the Vice-Chancellor. Heads of Department shall apply through their Deans, indicating who will take charge of the Department during the period.

#### **4.4 Leave for Administrative, Professional and Technical Staff**

Administrative, professional and technical staff shall be entitled to thirty (30) working days of leave per annum. The period of any leave granted under this Regulation shall be exclusive of all Saturdays, Sundays and Public Holidays occurring therein.

Notwithstanding the provisions relating to Pro-rata Leave, if a staff assumes duty after 31<sup>st</sup> March in any year, the leave will normally be deferred and added to his leave in the next leave year.



## **5.0 STUDY FELLOWSHIP, STUDY LEAVE, POST DOCTORAL STUDIES AND SABBATICAL LEAVE**

### **5.1 Study Fellowship for Academic Staff**

This facility is intended to allow an academic staff on full-time tenure appointment to raise his qualification by acquiring a relevant higher degree or to gain practical experience where it is considered in the interest of the University to do so. It could be granted under the following conditions:

#### **5.1.1 Full Time Fellowship**

- a) For Ph.D. Programme, an academic staff should be confirmed and will be required to sign a bond with the University. The bond should require the staff on return from the studies to serve the University for the same number of years spent on fellowship. However, in an exceptional circumstance, an unconfirmed staff could be granted Ph.D study fellowship, provided it is in the interest of the University to do so.
- b) The University on its part should provide the staff on study fellowship with monthly salary, books allowance, passage, tuition and registration fees and other related expenses where such are not provided by the scholarship being enjoyed by the fellow.
- c) The academic staff strength and need of the Department should determine the number of staff to be released on fellowship at a time.
- d) Any staff on approved Full-Time Study Fellowship is entitled to payment of his monthly salary, tuition fees, kilometre allowance at the approved rate to and from the place of study, any other fees directly related to the programme and books allowance at the rates to be determined from time to time by the Committee of Deans and Directors (CDD).
- e) A staff on fellowship is entitled to Project/Thesis Allowance, as may be determined from time to time by the CDD.
- f) Any staff whose failure to complete a sponsored programme is attributable to him shall not be sponsored again for the same programme. Also, any staff who committed an examination malpractice or any other gross misconduct that led to his withdrawal from a sponsored programme by the institution where he studies, shall have his appointment with the University terminated.

#### **5.1.2 Part-Time Fellowship**

- a) Academic staff could be allowed to pursue higher degrees in the University on part-time basis and should continue to perform the responsibilities assigned by the Department.
- b) Part-Time study fellows may not require confirmation and should not be bonded.



- c) The University should provide the fellow with books allowance and exemption from the payment of tuition, registration and other fees related to the studies.
- d) Any staff on approved Part-Time Study Fellowship is entitled to payment of his monthly salary, tuition fees, kilometre allowance at the approved rate to and from the place of study, any other fees directly related to the programme and books allowance at the rates to be determined from time to time by the CDD.
- e) A staff on fellowship is entitled to Project/Thesis Allowance, as may be determined from time to time by the CDD.
- f) Any staff whose failure to complete a sponsored programme is attributable to him shall not be sponsored again for the same programme. Also, any staff who committed an examination malpractice or any other gross misconduct that led to his withdrawal from a sponsored programme by the institution where he studies, shall have his appointment with the University terminated.

## **5.2 Study Leave for Academic Staff**

Study Leave is a privilege that may be granted to a full-time academic staff on tenure appointment for the following purposes:

- a) Using library or other facilities not available locally in order to carry out relevant research work, field work or collection of materials otherwise not available.
- b) Writing of a thesis for a higher degree
- c) Preparing a work for publication
- d) Widening of experience by contact with researchers elsewhere.

### **5.2.1 Eligibility**

To be eligible for Study Leave, an academic staff must have been confirmed and served the University for a continuous period of at least six (6) semesters from the date of assumption of duty or the last Study Leave. The staff should not be on study fellowship and should submit a programme of work to be carried out during the period.

### **5.2.2 Duration**

A Study Leave should be for a maximum of one (1) semester.

### **5.2.3 Conditions**

An academic staff granted Study Leave must return to the University to work for at least one (1) semester. Failure to do so would be regarded as being absent



from duty for the period and the staff would be required to refund the salary and other related expenses for the period, as well as face disciplinary action. The University should provide the staff on approved Study Leave with monthly salary, allowances and passage.

The staff could retain University accommodation and pay the normal rent.

### **5.3 Postdoctoral Studies (PDS)**

The University shall in due course introduce Postdoctoral Fellowship in order to engage the services of new Ph.D. holders on a temporary basis. This could be either to address some important area of research, or when a more permanent position is not immediately available. In either case, the fellowship shall be funded by research grant (internal or external) or through endowment. The PDS fellow shall be paid a monthly stipend for a period not exceeding twelve (12) months, however, in exceptional circumstances, it can be extended by another twelve (12) months. The amount to be paid shall be determined by Senate from time to time.

#### **5.3.1 Procedure for Application**

A member of academic staff wishing to go on PDS shall apply to the Committee of Deans and Directors (CDD) by completing the relevant form.

#### **5.3.2 General Guidelines for PDS**

- a) The purpose of the PDS fellowship shall be professional development through exposure to modern/advanced equipment, facilities and/or more experienced personnel;
- b) The applicant must have earned the Ph.D. degree within the last five (5) years at the time of application;
- c) The applicant's appointment with the University must have been confirmed;
- d) An application for PDS fellowship shall include a plan of the research to be carried out as well as the potential benefits of the fellowship to the applicant and the University;
- e) Bonded member of staff must have discharged the bond before becoming eligible for PDS fellowship;
- f) A staff can only be allowed to go on PDS fellowship if the Department clearly indicates that it would not be adversely affected by the absence of the staff. In particular, the department shall not seek a replacement of the applicant;
- g) A maximum of two member of staff from a department may be allowed PDS fellowship at any given time;
- h) PDS fellowship opportunity shall be given to a member of staff only once;



- i) A member of staff on PDS fellowship shall be paid salary and allowances and be allowed to retain University accommodation. However, the University will not be responsible for Living Expenses and Transportation;
- j) A member of staff allowed to go on PDS fellowship shall return to the University after the fellowship and serve for at least the period spent on the fellowship;
- k) At the end of the fellowship, the staff shall submit a detailed report of the research carried out, as well as a report/certification from the institution where the fellowship was conducted.

#### **5.4 Bond for Study fellowship**

- a) An academic staff on Full-Time Study Fellowship, Study Leave and Postdoctoral Studies should sign a bond with the University to serve for the number of years spent upon the completion of the studies.
- b) In the event of any academic staff leaving the University service before discharging the stipulated period of the bond, he shall refund the expenses incurred by the University on his study fellowship, including salaries and allowances, on pro rata basis.
- c) An academic staff on Part-Time Study Fellowship should not be bonded because he is required to continue performing the duties assigned to him by the Department.

#### **5.5 Study Fellowship for Senior Non-Teaching Staff**

The following are the guidelines for Study Fellowship for Senior Non-Teaching Staff:

##### **5.5.1 Fulltime Study Fellowship**

- a) The candidate being nominated shall be a confirmed staff. However, in an exceptional circumstance, an unconfirmed staff could be granted study fellowship, provided it is in the best interest of the University to do so.
- b) There should be a budgetary provision and establishment position to accommodate the placement of the staff on completion of the training.
- c) The proposed training should be appropriate to the line of duty for which the staff member is employed.
- d) The department should certify that the release of the staff for the period of the training will not require replacement.
- e) The staff must have served for the period of three (3) years after the last training.



- f) Any staff whose failure to complete a sponsored programme is attributable to him shall not be sponsored again for the same programme. Also, any staff who committed an examination malpractice or other gross misconduct that led to his withdrawal from a sponsored programme by the institution where he studies, shall have his appointment with the University terminated.
- g) Any staff who wishes to pursue first degree programme would be allowed only after serving the University for three (3) years.
- h) Not more than two (2) staff members should be released for study fellowship from the same department at a time. . The University does not sponsor staff for Advanced or Postgraduate Diploma Programmes.
- i) Any staff granted Fulltime Study Fellowship shall sign a bond to serve the University for a period equal to the one spent on the study. Any staff who fails to serve his bond with the University shall be made to refund the amount expended on him for the fellowship and the salary he enjoyed during the period.
- j) Any staff on approved Full-Time Study Fellowship is entitled to payment of his monthly salary, tuition fees, kilometre allowance at the approved rate to and from the place of study, any other fees directly related to the programme and books allowance at the rates to be determined from time to time by the Non-Teaching Staff Development Committee (NTDC).
- k) A staff on fellowship is entitled to Project/Thesis Allowance, as to be determined from time to time by the NTDC.

Where the budgetary and staffing situation could not support mass sponsorship of staff, candidates would be considered only for programmes/courses that the University could grant full sponsorship.

### **5.5.2 Part-Time Study Fellowship**

- a) The candidate being nominated shall be a confirmed staff.
- b) The programme of study should be an evening or a weekend programme.
- c) There should be a budgetary provision and establishment position to accommodate the placement of the staff on completion of the training.
- d) The proposed training should be appropriate to the line of duty for which the staff member is employed.
- e) The department should certify that the release of the staff for the period of the training will not require replacement.
- f) Part-time study fellowship does not require bondage as the staff is to attend to his normal duties while pursuing the studies.



- g) The staff must have served for a period of three (3) years after the last training.
- h) Any staff whose failure to complete a sponsored programme is attributable to him shall not be sponsored again for the same programme. Also, any staff who committed an examination malpractice or any other gross misconduct that led to his withdrawal from a sponsored programme by the institution where he studies, shall have his appointment with the University terminated.
- i) Any staff who wishes to pursue first degree programme would be allowed only after serving the University for a period of three (3) years after confirmation.
- j) The H.O.D shall attest to the undertaking by the fellow that the study shall not affect the full discharge of his responsibility to the University.
- k) A staff on approved part-time study fellowship is entitled to the payment of his monthly salary, tuition fees, any other fees directly related to the programme and books allowance at the rates to be determined from time to time by the NTDC.
- l) A staff on fellowship is entitled to Project Allowance, as may be determined from time to time by the NTDC.

Where the budgetary and staffing situation could not support mass sponsorship of staff, candidates would be considered only for programmes/courses that the University could grant full sponsorship.

### **5.5.3 Self-Sponsorship**

- a) The programme of study should be an evening or a weekend programme.
- b) A candidate applying for Self-Sponsorship needs not to be confirmed.
- c) Self-Sponsorship could be allowed even where the programme of study is outside the line of duty of the staff provided it is offered in a recognized Institution.
- d) The H.O.D. shall attest to the undertaking by the fellow that the study shall not affect the full discharge of his responsibility to the University.
- e) Self-Sponsorship could also be allowed to a staff who enjoyed an approved fellowship after the staff has fulfilled the conditions in the bond for the fellowship.
- f) Self-Sponsorship does not require bondage as the staff is to attend to his normal duties while pursuing the studies.
- g) Self-Sponsorship could also be allowed to a staff who enjoyed study fellowship after two (2) years.



- h) A member of staff who failed to complete a programme sponsored by the University may be allowed to undertake another programme on Self-Sponsorship after a period of three (3) years, where such failure to qualify is attributable to the staff.
- i) A staff on approved Self-Sponsorship is entitled to payment of his monthly salary only.
- j) A staff on approved self-sponsorship could be given one-day off per week provided the need has been established and that his primary responsibility shall not suffer.

### **5.6 Study Leave without Pay**

- a) A staff who makes his own arrangement to undergo a course of study and is not sponsored by the University shall be granted study leave without pay provided that:
  - i) The Staff shall have served the University for not less than three years;
  - ii) His application is supported by his Head of Department;
  - iii) The course of study is relevant to the staff's field of employment or discipline.
- b) The University is under no obligation to offer the staff a higher position should he/she, on successful completion of the course of study, decided to return to his/her work in the University.

### **5.7 Sabbatical Leave**

Sabbatical Leave is an arrangement within the University system that allows for periodic intellectual and professional stimulation towards allowing a staff of long standing in the University, reasonable time off his normal duties to enhance competence in research and service delivery for a period of one (1) year.

Sabbatical Leave may be taken locally in Nigeria, or anywhere in the world, the choice being largely that of the benefiting staff. However, staff will be required to indicate in the application the place where he intends to spend the Sabbatical Leave. Normally payment of fares will be made only to one location, which may be regarded as the Sabbatical Leave base for the staff.

#### **5.7.1 Sabbatical Leave for Outgoing Vice-Chancellor and other Principal Officers**

An outgoing Vice-Chancellor, Registrar, Bursar or University Librarian who has successfully completed the 5-year tenure is eligible for Sabbatical Leave as part of the perquisites on leaving office. The Sabbatical Leave shall be taken after the completion of the term of office.



### 5.7.2 Sabbatical Leave for Academic Staff

For Academic Staff to qualify for a Sabbatical Leave, he shall fulfil the following conditions:

- a) Attain the rank of Senior Lecturer or equivalent in the other academic cadres;
- b) Hold a Ph.D. degree/Medical Fellowship;
- c) Present an outline of acceptable research work in not more than two (2) pages;
- d) Six (6) years of continuous and unbroken satisfactory service in the University, excluding periods spent on fellowship and/or Leave of Absence;
- e) The commencement of the Sabbatical Leave should be tied to the beginning of a Session;
- f) The department and faculty, to which the staff belongs shall certify to the Management that the staff can be allowed to take the Sabbatical Leave without a replacement;
- g) No more than one (1) member of staff should be allowed Sabbatical Leave from one Department at a time;
- h) The staff shall resume duty immediately following the expiration of the Sabbatical Leave;
- i) Sabbatical Leave shall only be spent in a University or a recognised Research Centre or Institute. In exceptional circumstances it could be spent at private Industries, Corporations/Companies;
- j) On return, the staff shall submit a formal report to the Vice-Chancellor through the Committee of Deans and Directors, detailing the academic work done during the leave;
- k) The staff shall mandatorily serve the University for one year that follows the end of the Sabbatical Leave;
- l) A staff who fails to return to his Department at the end of the Sabbatical Leave should be deemed to have absconded and shall have his case referred to the Senior Staff Disciplinary Committee (SSDC);
- m) Those who retire or disengage from the service at the end of the Sabbatical without serving the mandatory one-year period shall pay the salaries and allowances spent on them during the Leave. However, the year should be counted as part of their qualifying service;
- n) No extension of Sabbatical should be granted beyond the one (1) year period;



- o) Any staff who has no more than two (2) years in the service should not be granted Sabbatical Leave; and
- p) Any staff on Sabbatical Leave to the University shall present at least two (2) seminar papers at departmental and/or Faculty level(s) during the period.

### **5.7.3 Sabbatical Leave for Non-Teaching Staff**

For Senior Administrative, Technical and Professional staff to qualify for a Sabbatical Leave, he shall fulfil the following conditions:

- a) Attain the rank of Principal Assistant Registrar or equivalent;
- b) Present outline of an acceptable work plan;
- c) Six (6) years of continuous and unbroken satisfactory service in the University, excluding periods spent on fellowship and/or Leave of Absence;
- d) The commencement of the Sabbatical should be tied to the beginning of the Session;
- e) The department and or faculty, to which the staff belongs shall certify to the Management that the staff can be allowed to take the Sabbatical without a replacement;
- f) Not more than one (1) member of staff should be allowed Sabbatical from one Department at a time;
- g) The staff shall resume duty immediately following the expiration of the Sabbatical Leave;
- h) Sabbatical Leave shall only be spent in a University or a recognised Research Centre or Institute;
- i) On return the staff shall submit a formal report to the Vice-Chancellor through the Non-Teaching Staff Training and Development Committee, detailing the work done during the Leave;
- j) The staff shall mandatorily serve the University for one year that follows the end of the Sabbatical;
- k) A staff who fails to return to his Department at the end of the Sabbatical should be deemed to have absconded and shall have his case referred to the Senior Staff Disciplinary Committee (SSDC);
- l) Those who retire or disengage from the service at the end of the Sabbatical without serving the mandatory one-year period shall pay the salaries and allowances spent on them during the Leave. However, the year should be counted as part of their qualifying service;
- m) No extension of Sabbatical should be granted beyond the one-year period;



- n) Member of staff granted Sabbatical Leave shall serve the University for at least one year following the conclusion of the Sabbatical; and
- o) A staff who has not more than two (2) years in the service should not be granted Sabbatical Leave.

#### **5.7.4 Entitlements**

A staff on Sabbatical Leave is entitled to his full salary and allowances, University accommodation at the normal rate, Annual Leave and any other entitlement negotiated for. He is also entitled to a return passage to the approved place of sabbatical, for himself, spouse and up to four children. A staff granted Sabbatical Leave is entitled to retain his university quarters for the duration of his sabbatical leave, the normal rent being paid as usual.

#### **5.7.5 Procedure for Application**

An outgoing Vice-Chancellor will apply for Sabbatical Leave to the Council. Other Principal Officers are to apply to the Vice-Chancellor.

An Academic Staff should route his application for Sabbatical to the Chairman of the Committee of Deans and Directors through the Head of Department and Dean of Faculty or the Director of Academic Centre/Unit, as the case may be. A Non-Teaching Staff should route his application to the Non-Teaching Staff Training and Development Committee (NTDC), through the Head of Department or Director of the Administrative Unit. A Technologist also shall apply to the Chairman of the NTDC, through the Head of Department and Dean of Faculty.

The Council is to approve Sabbatical for the Vice-Chancellor and the Vice-Chancellor is to approve that of the Principal Officers and other staff.



## 6.0 CONFERENCE ATTENDANCE

### 6.1 Local Conference Attendance

Where approval is granted to a staff to attend a Conference or a Workshop or a short course of training in Nigeria, but outside Jigawa State, for a particular period and boarding or lodging are not provided by the organisers of the programme, he would be paid Kilometre Allowance to and from the venue, 100% DTA and Local Running Allowances at the appropriate rates for the first five days. Thereafter, he will be entitled to 50% of the DTA and Local Running Allowances for the remaining days, up to a maximum of five more days.

### 6.2 Overseas Conference Attendance

Where approval is granted to a staff to attend a Conference or a Workshop or a short course of training outside Nigeria, he would be paid the following allowances for a maximum of seven days, except otherwise approved by the Vice-Chancellor.

- i) CONTISS 14 & 15/CONUASS 06 & 07 - US \$425 per night
- ii) CONTISS 06 - 13/CONUASS 01 - 05 - US \$381 per night



## **7.0 MEDICAL TREATMENT**

### **7.1 Treatment in Nigeria**

The University Medical Services (UMS) provides medical and dental services to staff, his spouse and four children under a health insurance scheme, where applicable. Medical attention may be extended to additional dependents under conditions provided in the scheme. A staff shall, however, be at liberty to enter into an arrangement with a different hospital under the scheme.

### **7.2 Treatment outside Nigeria**

The University accepts no liability for medical or dental expenses incurred outside Nigeria (except for the necessary cost of any inoculations required by Nigerian regulations) but the Vice-Chancellor may, on the recommendation of a Medical Board, authorise the reference of cases for treatment outside Nigeria. He may also, on the recommendation of the Director of Medical Services, authorise the refund of part or full medical expenses of a member of staff if he is satisfied that the treatment was necessary, that it could not be obtained either in Nigeria or under a national health service abroad, and that the expenses, while reasonable in themselves, are onerous in relation to the member of staff's salary. A member of staff finding it necessary while abroad to undergo treatment for which he may seek a refund should inform the University of the circumstances as soon as possible.

### **7.3 Sick Leave**

A member of staff prevented by illness from carrying out his work should inform his Head of Department and seek medical attention promptly. If an illness exceeds one month it must be reported to the Registrar and the University may require the staff to be examined by a medical doctor of his choice who shall submit a confidential report to the Registrar for appropriate recommendation to the Vice-Chancellor, on the advice of the Director, University Medical Services. The Vice-Chancellor may grant sick leave on full pay to a maximum of six weeks per year of sick leave if not hospitalised, and if hospitalised to a sick leave of six calendar months with full pay in the first instance subject to an extension for another six months. Thereafter a Medical Board shall determine if the staff shall be allowed further sick leave or invalided from service.

The Council may terminate the appointment of a staff at any time, with three (3) months' notice, if he is unable to work due to apparent illness but he refuses to undergo appropriate treatment or a medical examination in accordance with the previous paragraph.

If a member of staff is absent from work for a period exceeding one month due to illness or injury and it is medically certified that for part or all the time he was in a state of convalescence, or with a minor injury, not seriously impairing his well-being then the staff shall be recalled and the time may be set against any other leave due to him.



Before a member of staff absents himself from duty for reasons of ill-health, he should inform the Head of Department immediately or the Vice-Chancellor (in the case of Head of Department) and cause the Director of University Medical Services to forward to the Registrar a medical certificate specifying the period he should be excused from duty.

Where a staff has been issued with an excuse duty for the same ailment thrice or more, in six (6) consecutive months, he should be advised to undergo a medical examination.

#### **7.4 Medical Board**

The Director, University Medical Services shall be the Chairman. Two (2) other members shall be Senior Medical personnel in the University Medical Services appointed by the Vice-Chancellor. The Establishment Secretary shall be the Secretary to the Board.

The Board can co-opt a consultant in the relevant speciality.

The Board shall determine the degree of illness and whether or not the staff is medically fit to serve the University. If the Board does not recommend invalidating, the staff shall continue on sick leave, but with pay for another period of three months after which the staff shall be invalidated if the illness continues.

#### **7.5 Maternity Leave**

Any female member of staff who is pregnant shall be entitled to one hundred and twelve (112) working days maternity leave with full pay. The annual leave for that year will, however, be regarded as part of the maternity leave. Where the annual leave has already been enjoyed before the grant of maternity leave that part of the maternity leave, equivalent to the annual leave, shall be with half pay (50% of salary).

Maternity leave shall be taken at a stretch beginning not less than twenty-eight (28) working days before the Expected Date of Delivery (EDD). A medical certificate/report indicating the EDD shall be presented not less than two (2) months before the date.

Maternity leave may be granted only if the member of staff had spent at least six (6) months in service, otherwise it shall be with 50% pay.

Where a female staff adopts a child under four (4) months old, the staff shall enjoy eighty-four (84) working days maternity leave. The request for such leave shall be accompanied with evidence of approval of the adoption of the child by the relevant government bodies.



## 8.0 TRANSPORTATION

### 8.1 Entitlement to Transport

The University will provide or pay for transport for members of staff and their families as set out below:

In a case where these regulations apply to a married woman but not to her husband, she will be entitled to transport for herself under paragraphs (a), (b) and (c) if there is no duplication with her husband's entitlements from any source, for her husband if he is medically incapacitated and dependent on her, and for her children if they are dependent on her because her husband is medically incapacitated or by court order, or in other exceptional circumstances approved by the Vice-Chancellor.

- a) On first appointment - for himself, his wife and up to four (4) children from the place of recruitment or, exceptionally another place as agreed, to the place of work.
- b) On retirement, expiry of a contract or earlier termination of an appointment – for himself, his wife and up to four (4) children, from the place of work to his domicile, or provided the cost is not greater, to another place as agreed. Staff on contracts, which are renewed, will only be entitled to transport under this paragraph on final departure.
- c) For home visits by staff domiciled outside Nigeria - for himself, his wife and up to four (4) children, from the place of work to his domicile, or to another place not involving greater expense to the University. This provision may be used after the first four (4) semesters or twenty-four (24) months and in every alternate session thereafter, excluding the session of final departure, except as follows:
  - i) It is not necessary for a wife and children to travel at the same time as the member of staff, provided that the total number of journeys paid for by the University in the qualifying period does not exceed those allowed for above.
  - ii) If a child is fully maintained outside Nigeria, one return flight at students' rates will be allowed in the session in which the parents are not entitled to leave outside Nigeria when not already covered by the provisions above.
  - iii) No transport will be provided for a member of staff or his wife for a home visit from which he would return less than six (6) months before the date of the termination of his appointment.
- d) To the place of approved study for himself and, if the period of study leave is at least six (6) months or of a study fellowship at least twenty-four (24) months, for his wife and up to four children.
- e) When travelling on University Business outside Nigeria - for himself only.



## 8.2 Mode of Transport

All transport for the purposes set out in this Regulation which the University will provide or pay for, will be by the most direct route. Within other countries it may be by economy class by air, otherwise road or air transport may be used within Nigeria. No transport at the University expense will be provided in any case where the necessary journeys are to be paid for by any other body.

## 8.3 Declaration of Domicile

When a member of staff is appointed, he will declare his domicile (country and town), which will be the basis of determining transport entitlements. If husband and wife are both employees of the University the domicile of the wife is deemed to have acquired the domicile of her husband.

## 8.4 Facilities for Leave outside Nigeria for Expatriate Staff

A non-Nigerian member of staff on contract appointment shall be entitled to economy class air return passage every three (3) years for himself, his wife and up to four (4) children to his place of domicile as indicated in his record of appointment. This provision will only be used after the first four semesters or twenty-four (24) months of appointment and in every alternate session thereafter, excluding the session of final departure. A non-Nigerian member of staff on contract appointment of less than three (3) years duration will only be entitled to such return passage facilities if his contract is renewed, otherwise he will be entitled to one-way passage facilities to his registered domicile.

## 8.5 Baggage Grant

Any member of staff recruited from outside Nigeria may be paid a baggage grant for himself and his wife in any of the three (3) cases, as follows:

- a) By air (as accompanied baggage) - 50 kilogramme excess baggage for a single person 100 kilogrammes excess baggage for a married person.
- b) By air (as unaccompanied baggage) - 100 kilogrammes excess baggage for a single person 200 kilogrammes excess baggage for a married person.
- c) By sea (as unaccompanied baggage).

The University will pay the equivalent of the cost by air unaccompanied.

On first appointment a member of staff recruited from within Nigeria shall be entitled to the following:

- a) CONTISS 13 -15/CONUASS 05-07 - ₦100,000.00
- b) CONTISS 6 - 12/CONUASS 01-04 - ₦50,000.00



## 9.0 WELFARE PACKAGES AND ALLOWANCES

The University may provide the following welfare packages within the available resources at the discretion of the Council:

### 9.1 Allowances

#### 9.1.1 Non-Regular Allowances

In addition to regular allowances consolidated in the monthly salary, the following allowances are also paid to entitled staff at the current rates or as may be determined by the Council from time to time:

#### a) Kilometre Allowance

A kilometre allowance at the rate of ₦50.00 per kilometre will be paid for approved journeys by road on university business.

#### b) Duty Tour Allowance

When travelling on university business within Nigeria, other than Conference or Workshop, a Duty Tour Allowance (DTA) at the following rates is given to take care of accommodation and feeding, with 30% of it for local running, if official vehicle is not provided:

- |                                     |                        |
|-------------------------------------|------------------------|
| i) Vice-Chancellor                  | - ₦70,000.00 per night |
| ii) Principal Officers              | - ₦52,500.00 per night |
| iii) CONTISS 15/CONUASS 07          | - ₦37,500.00 per night |
| iv) CONTISS 13 & 14/CONUASS 05 & 06 | - ₦25,000.00 per night |
| v) CONTISS 11 & 12/CONUASS 03 & 04  | - ₦20,000.00 per night |
| vi) CONTISS 06 - 09/CONUASS 01 & 02 | - ₦17,500.00 per night |

#### c) Estacode

When travelling on University's business outside Nigeria, an estacode is given to take care of accommodation, feeding and local running at the following rates:

- |                                      |                      |
|--------------------------------------|----------------------|
| i) Vice-Chancellor                   | - US \$600 per night |
| ii) CONTISS 14 & 15/CONUASS 06 & 07  | - US \$425 per night |
| iii) CONTISS 06 - 13/CONUASS 01 - 05 | - US \$381 per night |

For the journeys outside Nigeria, the following travelling times (days) shall apply:

- |                                |                              |
|--------------------------------|------------------------------|
| a) African Countries           | - Two (2) days (to and fro)  |
| b) European Countries          | - Two (2) days (to and fro)  |
| c) Asia and American Countries | - Four (4) days (to and fro) |

#### d) Shift Duty Allowance

Staff who perform shift duty, could be paid shift duty allowance at the rate of 10% of their monthly basic salaries.



### e) Overtime Allowance

Staff on CONTISS 06 to CONTISS 12 could be paid overtime allowance for authorised work done outside the official working hours at the following rates:

- i) Normal working days - 0.70% of monthly basic salary subject to a maximum of 45 hours in a month
- ii) Work-free days - 150% of the normal overtime rate
- iii) Public Holidays - 200% of the normal overtime rate

### f) Funeral Expenses

Families of fulltime staff who dies in active service shall be paid funeral expenses at the following rates:

- i) Vice-Chancellor - ₦500,000:00
- ii) CONTISS 14 & 15/CONUASS 06 & 07 - ₦300,000:00
- iii) CONTISS 06 - 13/CONUASS 01 - 05 - ₦200,000:00

### 9.1.2 Earned Allowances

The following allowances could also be paid to entitled staff at the approved rates:

- a) Postgraduate Supervision
- b) Teaching Practice/Industrial Supervision/Fieldtrip
- c) Excess Workload
- d) Hazard – for Laboratory Scientists and Technologists working in Laboratories or Workshops and staff working in the University Clinic at the rate of ₦30,000.00 per month.
- e) Responsibility (staff with multiple responsibility shall only earn one – the highest)
- f) Non-Accident Bonus – for drivers at the rate of ₦10,000.00 per annum.

### 9.1.3 Special Allowances

Principal Officers of the University shall be entitled to the following special allowances, as may be determined by the extant official circulars:

- a) Wardrobe
- b) Furniture
- c) Severance Package
- d) Other perquisites



## **10.0 HOUSING**

### **10.1 Allocation of Housing**

University housing is allocated to eligible staff by the Staff Housing Allocation Committee on behalf of the Vice-Chancellor, based on the working guidelines of the Committee.

Request for housing or transfer from one house to another shall be referred to the Committee for consideration and appropriate action.

Where a couple are employees of the University, only one of them is entitled to the University housing.

Where a member of staff is allocated a house by the University, he would be charged an economic rent, electricity and water rates as approved by the Council from time to time.

Rent will be charged during the absence of a member of staff, unless he vacates his housing or makes it available for temporary reallocation on request by the University.

Housing Allowance is paid to staff at the rate approved by the Council.

### **10.2 Accommodation Expenses on First Arrival**

On assumption of duty, a new staff who is not domiciled in Kafin Hausa may be eligible for hotel accommodation for self, spouse and a maximum of four children for the first twenty-eight (28) days or an allowance in lieu thereof, based on the extant circular.



## 11.0 SEPARATION FROM SERVICE AND BENEFITS

### 11.1 Separation from Service

Any of the following shall constitute separation from service: abandonment of post, death, dismissal from service, expiration of appointment, resignation, retirement, termination of appointment and withdrawal from service.

#### a) **Abandonment of Post**

Abandonment of post is a separation initiated by the member of staff other than by way of resignation. Separation as a result of abandonment of post shall not be regarded as a termination of appointment but may lead to initiating the process of a disciplinary action against the staff.

#### b) **Death**

Death automatically extinguishes one's appointment.

#### c) **Dismissal from Service**

Dismissal from service is a separation resulting from disciplinary action taken against a staff.

#### d) **Expiration of Appointment**

A contract or temporary appointment shall expire automatically and without prior notice on the expiration date specified in the letter of appointment.

#### e) **Resignation**

A resignation is a separation from service initiated by a member of staff who has spent less than five (5) years in the service of the University. A staff may also resign from a position to which he is appointed and still remain in the service of the University.

A staff intending to resign from service shall give three (3) months' notice in writing or one (1) month salary in lieu of the notice.

A staff on temporary appointment intending to resign from service shall give one month notice in writing or half a month salary in lieu of notice.

#### f) **Retirement**

A member of Academic Staff shall retire from the service of the University on reaching the age of sixty-five (65) years if he is not on the Professorial cadre and at seventy (70) if he is on Professorial cadre. Staff in the Administrative, Professional and Technical cadres shall retire from service on reaching the age of sixty-five (65) years.

A staff due for retirement from service pursuant to the above paragraph shall give six (6) months' notice in writing to the University.



A staff may voluntarily retire after serving for a minimum period of ten (10) years by giving three (3) months' notice in writing or one (1) month salary in lieu of notice.

In either of the cases above, the staff shall copy such notice to his Pension Fund Administrator.

### **g) Termination of Appointment**

A termination of appointment is a separation from service initiated by the University.

The Council may terminate the appointment of a staff on any of the following grounds:

- i) Abolition of post or re-organisation;
- ii) Unsatisfactory service;
- iii) Medical reasons resulting in incapacity to discharge one's official duties;
- iv) Disciplinary action in accordance with the Regulations;
- v) Disclosure of facts which, if known earlier, the staff would not have been appointed in the first instance;
- vi) In the interest of the good administration of the University.

### **h) Withdrawal from Service**

Withdrawal from service is a separation initiated by a member of staff who has spent five (5) years or more but less than ten (10) in the service of the University.

A staff intending to withdraw from service shall give three (3) months' notice in writing or one (1) month salary in lieu of the notice.

## **11.2 Benefits**

Any of the following shall constitute benefits to an employee:

### **a) Retirement Benefits**

The provisions of the Pensions Reform Act 2014 and the Jigawa State Pension Law shall apply.

### **b) Contract Addition and Gratuities**

Members of staff on contract appointment are entitled to a total of 25% of their salary as contract addition - 10% in lieu of pension and 15% in lieu of gratuity, upon satisfactory completion of the contract or paid within period of service. This section does not apply to pensionable non-expatriate staff.

### **c) Continuous University Services**

For the purpose of computation and payment of benefits, it is only continuous and unbroken period of public service that shall be taken into



account, provided that any break in a member of staff's public service that is condoned by the Government or the University may be disregarded.

### **11.3 Transfer of Service**

A staff who wishes to transfer his services from other public service to the University may do so if:

- a) He has satisfactorily served the University for at least one (1) year.
- b) He is certified to be medically fit for service in the University.
- c) The receiving department indicates interest in his service.
- d) His remaining period of service is at least five (5) years.
- e) The staff shall be responsible for processing of the transfer value from his previous employers.

### **11.4 Secondment**

- a) Secondment is a temporary release of a Senior Staff to the service of another government agency or international organisation of which Nigeria is a member for a specified period by the Council from time to time.
- b) Secondment may be granted to a member of staff to enable him/her serve in another gazetted or scheduled organisation/service and normally at the request of the receiving organisation/service.
- c) Secondment may be granted to a confirmed staff in the service of the University for a period of two (2) years in the first instance, renewable for a final term of another two (2). The total period of secondment must not exceed four (4) years, unless if it is in public interest to second the staff and this shall not exceed six (6) years. At the expiration of the secondment period, a staff must either return or convert the secondment to transfer of service.
- d) A staff member so granted secondment will not be entitled to salary in the University. The staff if indebted to the University by way of loan, advances, etc. will be required to make arrangement to settle his or her outstanding indebtedness to the University.
- e) The Staff will be eligible for promotion provided the organisation to which he/she is seconded to is an institution of higher learning or is engaged in similar occupation as his/her assignment in the University. For this case, the employer will submit appropriate assessment and recommendation. The member of staff has to meet the minimum promotion requirements of the University.
- f) The Staff should give a written notice to the University to either resume duty or leave (de-secondment) at the beginning of the following month or beginning of a semester in the case of academic staff.



## 12.0 PUBLICATIONS

Staff are not restricted as to the publications of the results of their research work or to expressing their views on matters of public concern but the following guidelines are provided for observance where appropriate:

- a) Where work is undertaken concerning the activities of Government or public bodies in Nigeria, the provisions of appropriate legislation shall apply.
- b) Subject to appropriate legislations, matters of confidential nature concerning the University should not be published or disclosed to outside parties by members of the University staff, without the Vice-Chancellor's approval.



## 13.0 INVENTIONS

Subject to the University research policy, the following provisions shall apply:

### 13.1 Provisional Protection of Inventions

A member of staff who has made an invention which, in some respects, is related to his work at the University should immediately report it to the Vice-Chancellor through the Head of Department. He may, at his own expenses and shall, at the expenses of the University if so required by the Vice-Chancellor, lodge an application for provisional protection of the Patent.

### 13.2 Appointment of Awards Committee

The Council will appoint an Award Committee, including at least one qualified lawyer, to make investigations and recommendations in respect of inventions. The Awards Committee may make rules regulating its proceedings, but any member of staff involved in an invention shall be entitled to appear personally or to be represented before the Committee.

### 13.3 University's Option

As soon as practicable, the Awards Committee will recommend and the Council will decide whether the member of staff will be allowed controlling rights in the Patent. Pending the decision of the Council, the rights shall be deemed to belong to the staff and be held in trust by the University. Where an invention is in all respect alien to the employment of the member of staff, he will normally be granted the controlling rights. If the member of staff is allowed controlling rights the following provisions shall apply:

- a) the member of staff will be responsible for all expenditure for taking out the Patent;
- b) the Council may attach to its decision such conditions as it may think fit and in particular, may reserve to the University a right of user of the invention free of royalty and/or may reserve the right to a share of any commercial proceeds.

### 13.4 Rules When a Member of Staff is Not Allowed Controlling Rights

If the member of staff is not to be allowed controlling rights of the Patent, the following provisions will apply:

- a) the member of staff shall assign his rights in the invention to the University;
- b) the University will be responsible for all the expenditure in taking out the Patent;
- c) the Awards Committee will recommend and the Council will decide on whether the member of staff will be allowed a share of any royalties or commercial proceeds accruing therefrom.



### **13.5 Determination of Award**

Whether or not he is allowed controlling rights, the member of staff may apply to the Award Committee for an award in respect of his invention.

In fixing the amount of any award or share of commercial proceeds:

- a) any reasonable expenses incurred by the member of staff in respect of his invention shall be taken into account.
- b) the reservation of the right of user, free of royalty of the University, shall not be taken into account, but if and when such right is exercised by the University, a material change calling for modification of the award shall be deemed to have taken place. The Awards Committee will submit its recommendation for the Council's decision.



## **14.0 SECURITY**

Members of staff shall observe any rules made by any competent authority regarding the security of lives and property, road traffic regulations, custody of animals and so on.

In the same vein, members of staff shall abide by all rules made by the University regarding security of lives and property and other related issues on any of the University premises.



## **15.0 SENIOR STAFF DISCIPLINE**

### **15.1 Purpose of Disciplinary Action**

Disciplinary action may be taken against a staff on grounds of misconduct or serious misconduct as enumerated in Section 2.0 (Interpretations) of this Regulations.

It shall be the duty of every Staff to be acquainted with the disciplinary rules and University Laws and Regulations.

### **15.2 Nature of Disciplinary Action**

The following disciplinary actions, among others that may be deemed suitable, may be imposed on staff as sanction for misconduct or serious misconduct:

- a) Warning, oral or written: (the authority executing this action shall document the oral warning given);
- b) Surcharge;
- c) Denial of annual salary increment (the authority executing this disciplinary action should determine the duration of the denial, based on the gravity of such misconduct);
- d) Denial of appraisal for promotion for a specified period;
- e) Denial of any other benefit, as may be deemed appropriate e.g., granting of study fellowship, sabbatical leave or leave of absence;
- f) Loss of salary for a specified period, not exceeding one (1) month;
- g) Suspension from duties or office with half salary not exceeding three (3) months in the first instance;
- h) Suspension from duties for a specified period, without pay;
- i) Reduction in rank;
- j) Termination of appointment;
- k) Dismissal from service.

### **15.3 By Whom Disciplinary Action May Be Taken**

Except otherwise provided in this Regulation, the power to exercise disciplinary control over staff is vested in the Council. The Council may delegate such power, from time to time, in such manner and conditions as it may deem fit.

### **15.4 Details of Nature of Disciplinary Action**

#### **a) Warning**

The warning should encompass drawing attention to shortcomings through counselling, oral warning and written warning.

- i) Regarding the Teaching Staff:



This should be done by the Dean, Director or H.O.D.

ii) Regarding the Senior Administrative, Professional and Technical Staff:

For staff below CONTISS 13, the immediate superior officers may carry out the first two steps in the process, while the formal warning should be by the Head of Department. For staff on CONTISS 13 and above, the entire warning process should be handled by the Head of Department.

iii) In respect of Deans, Directors, Heads of Academic and Administrative Departments the entire warning process should be undertaken by the Registrar or Vice-Chancellor.

**b) Suspension from Duty**

A staff may be suspended from duty for a specified period of time without pay, as provided for in this Regulation.

**c) Dismissal from Service, Termination of Appointment and other Forms of Disciplinary Action**

The Council shall be the only authority that can dismiss, terminate the appointment or take other forms of disciplinary action against a confirmed staff. This, however is without prejudice to the power conferred on the Registrar under item 15.3 of this Regulations.

Where in the opinion of the H.O.D., an act of misconduct is beyond oral or written warning, the H.O.D. shall send a report to the Registrar on the matter, who shall forward it to the Senior Staff Disciplinary Committee (SSDC) for appropriate consideration and recommendation to Council.

**15.5 Procedure for Disciplinary Action**

**15.5.1 Pre-Action Steps:**

Where a staff commits actionable wrong doing, the following steps shall be taken prior to referring the case to the Senior Staff Disciplinary Committee (SSDC).

**i) Warning:**

a) Oral warning may be given in response to a reply obtained to an oral query, where the reply is not satisfactory.

b) Written warning: This requires that a staff should be given a written query to which he should reply in writing within a given time which shall be indicated in the query. The H.O.D. who issued the query shall decide whether:

i. the staff has exculpated himself, in which case, the H.O.D. shall so inform him and no further action shall be taken; or

ii. the staff has not exculpated himself but no immediate punishment is warranted, in which case the H.O.D. shall issue an appropriate written



warning (copying the Registrar and other appropriate officers) and require the staff to acknowledge its receipt in writing.

## **ii) Reference to the Registrar**

Where the staff has not exculpated himself through his reply to a query, and deserves some punishment, the matter shall be referred by the H.O.D. concerned to the Registrar, who may advise the Vice-Chancellor to suspend the staff for a period of three (3) months in the first instance on half pay before taking further action.

However, before referring the case to the SSDC, a committee of at least three (3) members shall be constituted at departmental/faculty level or by the Vice-Chancellor, as the case may be, to conduct preliminary investigation on the matter and submit its report accordingly, for further necessary action.

## **iii) Taking Further Action by the Council**

In taking further action, the Council shall delegate its powers to the SSDC, chaired by one of its members, and the matter shall be presented to the SSDC for appropriate consideration.

### **15.5.2 Procedure for Consideration of Disciplinary Action by the SSDC**

#### **i) Written Notice to the Staff and Opportunity to Defend Himself**

The staff shall be notified in writing of the allegations labelled against him, and shall be invited to appear before the SSDC on a particular date and time (to be specified, which must allow a reasonable interval for the purpose) and be given opportunity to defend himself on any grounds upon which he relies to exonerate himself.

#### **ii) Presentation of the Case before the Committee by the H.O.D.**

The matter shall be considered by the Committee. The H.O.D. of the staff shall present the case in the presence of the staff.

#### **iii) Taking Evidence (Examination and Cross Examination of Witnesses)**

- a) Any staff invited to give evidence by the SSDC shall comply;
- b) If any witnesses are called to give evidence, the staff shall be entitled to be present and to put questions to the witnesses;
- c) No documentary evidence shall be used against the staff unless he has previously been supplied with a copy thereof or given access thereto.

#### **iv) Failure of Staff to Put Forward any Defence**

If the staff does not furnish any representations within the time fixed, the SSDC may take such action as it deems appropriate against him.

**v) Putting Forward Unsustainable Defence by the Staff**

If the staff submits his representations and the SSDC is not satisfied that he has exonerated himself, and considers that the staff should be appropriately punished, it shall recommend to the Council accordingly.

**vi) Need for Further Investigation and Appointment of Investigation Committee (IC)**

If upon considering the staff's representations the SSDC is of the opinion that the case against him needs further investigation, it shall appoint an Investigation Committee to enquire into the matter. The Investigation Committee shall consist of not less than three (3) persons. The members of the Committee shall be selected with due regard to the standing of the staff concerned, and to the nature of the complaints which are the subject of the enquiry. The Head of the Department of the staff shall not be a member of the Committee.

**vii) Appearance of the Staff and Consideration of the Matter before IC**

- a) The staff shall be informed that on a specific day, the case against him shall be brought before the Committee and that he shall be required to appear before it for the purposes of further investigation into the matter, and shall be entitled to call witnesses and/or submit further documents relating to the case. His failure to appear shall not invalidate the proceedings of the Committee;
- b) If witnesses are examined by the Committee, the staff shall be given an opportunity of being present and of putting questions to the witnesses on his own behalf, and no documentary evidence shall be used against him unless he has previously been supplied with a copy thereof or given access thereto.

**viii) Disclosure of Further Grounds**

If, after investigations, further grounds for taking action against the staff are disclosed, and the SSDC thinks fit to proceed against the staff upon such grounds, the staff shall by the direction of the SSDC be furnished with a written statement thereof and the same steps shall be taken as prescribed above in respect of the original grounds.

**ix) Report to the Council by the SSDC**

The SSDC, having reconsidered the matter, shall make a report to the Council for consideration.

**x) Taking Decision by the Council**

- a) If, upon considering the report of the SSDC together with a copy of the evidence and of all material documents relating to the case, the Council is of the opinion that the staff should be punished, such action shall immediately be taken.



- b) If the Council does not consider that any penalty should be imposed, the staff shall be exonerated forthwith and shall be informed accordingly.
- c) The Council may consider appeal against its decision by an aggrieved staff.

### **15.5.3 Punishment**

#### **i) Conviction for a Criminal Offence**

- a) A staff convicted of a criminal offence (other than a minor traffic or sanitary offence and the like) shall be suspended from duties with effect from the date of conviction, pending consideration of his case by the Council.
- b) Where a staff is convicted on a criminal charge, the Council shall consider the proceedings of the criminal court and if it is of the opinion that the staff shall be dismissed or subjected to some lesser penalty on account of the offence for which he has been convicted, the staff thereupon shall be dismissed or otherwise punished.
- c) A staff acquitted of criminal offence shall not be penalised for any charge of which he has been acquitted, but nothing in this Regulation shall prevent his being dismissed or otherwise punished on any other charges arising out of his conduct in the matter, provided that such charges do not raise substantially the same issues as those of which he has been acquitted.
- d) Any staff who is dismissed forfeits all claims to leave or transport grant.
- e) If the proceedings laid down in this Regulations are being taken against a staff or a criminal charge has been levied against him or criminal proceedings are instituted against him and the Council considers it fit in the interest of the University that he should cease to exercise the powers and functions of his office instantly, the staff may be suspended from duty or interdicted as the case may be.
- f) When a staff is suspended or interdicted, he shall cease to report for duty and shall be paid half of his salary.
- g) If proceedings reveal that he is not guilty of the charge(s) made against him, the staff shall be immediately reinstated and shall receive the full amounts of his emoluments denied him while he was suspended or interdicted. If he is found guilty but not dismissed, he shall be refunded the one half of his salary denied him.
- h) A staff must report to the Vice-Chancellor through the Head of Department whenever he has been convicted of a criminal offence, whatever its nature otherwise disciplinary action may be taken against him.
- i) When a staff is dismissed, no notice or salary in lieu shall be given to him and his dismissal shall take effect from the date on which he is notified



thereof. This date shall be notified by the Registrar to the Council as soon as possible.

**ii) General Inefficiency**

- a) General inefficiency consists of a series of acts of commission, omission or incompetence of which the cumulative effect shows that the staff is not capable of discharging efficiently the duties of the office he holds.
- b) Before proceedings for termination of service or removal from office for general inefficiency, he must have been warned on two or more occasions previously, in writing and or been given ample opportunity for improvement or suffered loss or deferment of his last increment; and
- c) It shall be the duty of every superior officer as soon as he observes any fault or shortcoming in a staff subordinate to him, to bring it to the staff's notice and to record that this has been done, with a view to improving the staff's usefulness and efficiency in the service.
- d) In all cases of termination for inefficiency, notice of termination shall be given. The period of notice shall be three (3) months unless other period is appropriate in the light of a particular staff's terms of service. If it is decided that the staff shall leave the University immediately, he shall be paid salary equivalent to the period of the notice. The period of notice shall include any leave to which he is entitled. If the leave is longer than the period of notice, he shall be sent on leave and the period of notice absorbed by the leave.

**15.5.4 Staff Members on Unconfirmed or Contract Appointment**

The Vice Chancellor may act, on behalf of the Council, in cases involving members of staff on contract or unconfirmed full-time appointments, viz:

- a) If the Vice Chancellor is of the opinion that the conduct of a staff is or has been such that it is prejudicial to the interest of the University, he may suspend such staff from his duties and may also issue instructions limiting his access to any offices in the University or enjoining him to make himself available for enquiry by the SSDC from time to time.
- b) The Vice-Chancellor may, for sufficient cause, terminate the appointment of a staff on contract or unconfirmed regular appointment by giving at least one (1) month notice or payment of one (1) months' salary in lieu. The staff concerned may, within seven (7) days of his being informed of the termination, make an appeal in writing to the Registrar for submission to the SSDC. If the SSDC rejects the appeal, the person concerned may, within seven (7) days of his being so informed, further appeal through the Registrar to the Council and the Council's decision shall be final.
- c) The Vice-Chancellor may suspend from duties a staff to whom notice has been given, pending departure of the staff or the determination of the appeal. Unless the termination is revoked, the staff shall not be entitled to



any salary, or payment in lieu of salary, for more than three (3) months from the date notice was given to him.

#### **15.5.5 Members of Staff on Confirmed Full-Time Appointment**

Subject to the powers conferred on the Vice-Chancellor, only the Governing Council shall take disciplinary or punitive action (including dismissal from service) other than warning against a staff whose appointment has been confirmed. However, if the Vice-Chancellor is of the opinion that the conduct of a staff (other than an Officer of the University) is or has been such that it is prejudicial to the interests of the University, he may suspend such staff from his duties and may also issue instructions limiting his access to any offices in the University or enjoining him to make himself available for enquiry by the SSDC or the University authorities from time to time. The Vice-Chancellor shall report to the Council immediately any such action he has taken.

#### **15.5.6 Officers of the University**

Only the Council may take disciplinary or punitive action (including dismissal from office or service) against a staff who is also an officer of the University. The Council may suspend such staff from duties, and may issue instructions limiting his access to any office in the University or enjoining him to make himself available for enquiry by a Committee of Council from time to time, pending investigations into his conduct or the completion of any other appropriate action connected with his case.

#### **15.6 Disciplinary Action arising from the Findings of a Committee of Enquiry**

Where a committee of enquiry appointed by the Council discovers that a staff has engaged in malpractices or series of acts of misconduct or that he has committed or omitted acts which the Council considers to be prejudicial to the interests of the University or that he is not capable of discharging his duties efficiently, the Council may take such disciplinary or punitive measures against him including dismissal from office or service (or suspension therefrom pending further action).

#### **15.7 Period of Suspension**

A staff may be suspended from the service of the University for the period of three (3) months, with half pay in first instance, during which his case should have been determined by the Governing Council or Vice-Chancellor. At the expiration of the three (3) months, the Council or Vice-Chancellor may decide to extend the suspension for another three (3) months on such terms and conditions as may be determined, including the proportion of the salary to be paid.

#### **15.8 Rights of Appeal**

Any staff disciplined or punished under the foregoing regulations shall have the right to appeal through the normal channels within three (3) months after the



Council's decision on his case, except that a decision by the Council on the appeal shall be final.

Where the disciplinary action arises from the decision of the Council, the staff shall appeal to the Council only if there are new grounds which in the opinion of the staff would make the Council to reconsider its decision if such grounds are brought to its knowledge. There shall be no further appeal where the Council reconsiders the case based on such grounds and takes a decision.

## **15.9 Senior Staff Disciplinary Committee**

### **15.9.1 Composition**

- a) External member of the Council
- b) Three (3) members of the Council
- c) Three (3) members of Senate appointed by the Senate for a term of two (2) years
- d) Registrar

### **In-Attendance**

- a) Establishment Secretary
- b) Head of Senior Staff Establishment
- c) Legal Officer

### **15.9.2 Terms of Reference**

- a) To examine and determine cases of indiscipline against Senior Staff and report, with appropriate recommendation, to the Council for consideration;
- b) Subject to the direction of the Council, consider any appeal made by a member of Senior Staff against any executive action taken by the Vice-Chancellor or the decision of the Council.

### **15.9.3 Quorum**

Five (5) members: Chairman and four others.