

# **NORTHWEST UNIVERSITY, KANO**



## **JUNIOR STAFF SERVICE CONDITIONS AND REGULATIONS**

**(Revised 2025)**

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## **MISSION AND VISION**

### **Mission**

Provide educational training, research and community service for development taking into cognizance of the cultural heritage of the host community.

### **Vision**

To be a world class citadel of learning that provides practical education directed towards the training of highly knowledgeable, skilled and disciplined citizens.

## **PREAMBLE**

Northwest University, Kano Governing Council (formerly Yusuf Maitama Sule University, Kano) at its 7<sup>th</sup> meeting held on 20<sup>th</sup> November, 2014 set up a committee to review the University Schemes and Conditions of Service. The Committee sourced and considered similar (revised) document from selected Nigerian Universities and compared such with the existing Schemes and Conditions of Service under operation in the University.

The current issue of the 3<sup>rd</sup> Revised Junior Staff Conditions of Service and Regulations for the Northwest university was presented as a document to Council for consideration at its meeting held on 45<sup>th</sup> Meeting held on Friday, 10<sup>th</sup> and Saturday 11<sup>th</sup> October, 2025 where Council considered and approved it for use in the University.

The document is to serve as a guide in areas of Appointments, Promotions and General Discipline of Staff; Emoluments, Welfare Packages, Staff Development, Duties and Leaves etc.

The document would be subjected to review from time to time as deemed necessary by Council.

All documents shall be reviewed after five (5) years or as the need arises.

## **SECTION 1: INTRODUCTION**

This Regulation shall be cited as North West University, Kano. Junior Staff Service Conditions and Regulations and shall apply to all Junior Staff on the appointment of the University, except where otherwise stated or necessitated by circumstances.

Where the provision of this Regulation is silent on any issue, recourse shall be made to the Federal Civil Service, Public Service Rules and/or Standing Orders of the Kano State Government. Where any provision of this Regulation is inconsistent with any provision of the North West University, Kano. Establishment Act No. 8 of 2012 (or any amendment thereto), the provision of the latter shall prevail. Extant Circulars or Policies from the Government or any decision of Council shall take precedence over the provisions of this Regulation.

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

Where there is a dispute in the interpretations of any provision of this Regulation, 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 Regulation provides for further appeal.

## SECTION 2: DEFINITION AND INTERPRETATION

In this Regulation, the following definition/interpretation shall apply:

**Accident** means any occurrence to a vehicle being driven or handled by the Driver at the material time whereby damage is done to the vehicle or property of any kind or injury done to persons or animals.

**Appointments and Promotions Committee** means the Junior Staff Appointments and Promotions Committee.

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

**Bursar** means the person appointed as the 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, technical or service unit designated as such.

**Chancellor** means the person appointed as the Chancellor of the University by the Visitor to the University.

**Child** means a legitimate 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 staff concerned

**College** means a collection of Faculties in disciplines that are related under a Provost

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

**Council** means the Northwest University Governing Council.

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

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

**Department** means any unit of the University, Academic or Non-Academic, approved by Senate or Council as the case may be.

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

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

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

**Division** means any functional component within any Administrative, Technical or Service Department in the University.

**Employee** means any staff of the University to whom this Regulation applies.

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

**Family** in relation to a 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 every 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 Appointment** means a permanent appointment subject to confirmation after a probationary period of 3 years until the attainment of retirement age.

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

**Gender:** Any reference to the masculine includes the feminine

**Head of Department** means the head of an academic, administrative, technical or service department or any other person designated as such.

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

**Interdiction** means an instruction forbidding a 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.

**Junior Staff** means an employee of the University in the Administrative, Professional and Technical cadres on CONTISS 02 to 05, its equivalent, or as may be determined from time to time by Council.

**Leave Year** means the period from 1<sup>st</sup> day of January of each Calendar year to the 31<sup>th</sup> day of December of the year, or as may be determined from time to time by the University.

**Married Woman** means a woman recognized as married under the Law.

**Misconduct** means a specific act of wrong-doing or improper behavior 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 of appointment. 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 behavior, unruly behavior, drunkenness in the course of duty, use of foul language, assault, battery; refusal to proceed on transfer or to accept posting; habitual lateness to work; failure to keep records; dishonesty; negligence; sleeping on duty; improper dressing while on duty; hawking merchandise within office premises; malingering; discourteous behavior to the public and failure to attend a sponsored program without a valid reason. It also includes any other act not specifically mentioned but which may be defined as such by Management.

**Next-of-Kin** means the person named by a 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 Northwest University Governing Council.

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

**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 recognized for the purpose of these Regulations unless such a change had been previously notified to and approved by the Registrar.

**Registrar** means the person appointed as the Registrar of the University or any person appointed by the Governing Council of the University 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 years.

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

**Section** means any functional component within any Administrative, Technical or Service Department in the University.

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

**Senate** means the Senate of Northwest University.

**Serious Misconduct** means a specific act of serious wrongdoing and improper behavior 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 from service. Serious acts of misconduct include but not limited to: repeated acts of abuse of office, membership of cults or secret society, 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, unauthorized 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 to 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. It also includes any other act not specifically mentioned but which may be defined as such by Management.

**Session or Academic Year** means the period of two Semesters, which normally begins on 1<sup>st</sup> January and ends on 31<sup>st</sup> December of the year, or as otherwise determined by the University.

**Staff** means a junior staff of the University.

**Suspension** means the temporary prohibition of a 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.

**University** means Northwest University, Kano.

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

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

**Wife** means a woman married to a male staff in accordance with Customary Law, Islamic Law, the Marriage Act or the 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.

## **SECTION 3: APPOINTMENTS, PROMOTIONS AND EMOLUMENTS**

### **3.1 Appointments**

Appointments are made by Council or on its behalf by the Vice-Chancellor on the recommendations of the Junior Staff Appointments and Promotions Committee as follows:

#### **(a) Full-time appointment**

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

Application for renewal of Contract appointment shall be forwarded by the Head of Department, at least three months before the expiration of the current contract to the Junior Staff A & PC who shall make appropriate recommendation to the Registrar, for the approval of the Vice-Chancellor.

Engagement on contract or renewal of any contract appointment shall be subject to the following conditions:

- (i) The post where the contract appointment is required shall be of critical need and that it is difficult to find a new staff.
- (ii) The applicant shall be in good mental and physical condition of health, to be certified by the Director, University Health Services.
- (iii) The applicant shall have had good track record of service attested to by the Departmental A & PC subject to verification by the Registrar.
- (iv) For internal applicants, the applicant shall have served the University continuously for the last 10 years preceding his retirement.
- (v) Salary of a contract staff shall be one grade level below the salary of the staff at retirement.
- (vi) Contract appointment shall not attract promotion.

### **(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 specialized 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 working days of leave in a leave year.

### **3.2 Eligibility for fulltime appointment**

To be eligible for appointment into the service of the University a candidate shall:

- a) be between 18 and 49 years of age;
- b) possess the minimum qualification required for the post;
- c) not have been convicted of criminal offence other than minor traffic offence; and
- d) not have been dismissed from any previous employment.

However, the ceiling of 49 years of age shall not be applicable in the case of contract or temporary appointment.

### **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 Junior Staff Appointments and Promotions Committee.

**b) Notification of Vacancies**

All vacant posts which are to be advertised shall be published in such a manner as to ensure adequate publicity 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 for application.

**d) Processing of Applications**

Applications for employment shall 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 Registry Department after which an appropriate date shall be fixed for the conduct of interview that may require writing competency examination or other forms of practical or physical tests.

**e) Appointments**

Appointments are made by Council or on its behalf by the Vice-Chancellor.

**f) Letter of Appointment**

Letter of appointment which shall state the terms of the engagement is issued by the Registrar or an authorized 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 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

**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. All medical certificates and reports from Government Hospitals duly endorsed by the Director, University Health Services shall be kept by the Registrar and treated as strictly confidential.

**c) Name of Staff**

The names 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 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) Referee Reports**

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

**3.5 Confirmation of Appointment**

Full-time appointment requires confirmation after the probationary period of two years. Confirmation shall be approved by the Registrar on the recommendation of the Head of Department.

Where confirmation is not approved for unsatisfactory performance, the appointment shall be terminated by payment of one month's salary in lieu of notice

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

**3.6 Resignation of Appointment or Withdrawal from Service**

A staff may resign his appointment or withdraw his service from the University by giving one months' notice in writing (or payment of one month salary in lieu) to the Registrar and the latter's acceptance in writing.

If a staff resigns his appointment less than twelve months after the commencement of his appointment the Registrar may, if he considers it reasonable to do so require the staff to refund in part or in full - his transport expenses, incurred when he was appointed.

**3.8 Promotions**

Cases of promotions shall be forwarded by the Head of Department to the Junior Staff A & PC for appropriate consideration and recommendation to the University A&PC for Council's approval. Promotions are usually done annually and staff on study fellowship can be promoted once.

### **3.9 Advancement/upgrade and Re-designation/conversion of Appointment**

Applications for upgrading, re-designation or conversion of appointments within and across cadres, shall be made to the Registrar for consideration by the appropriate committee,

Where a staff has been wrongly graded, having regards to the approved Guidelines for Appointments and Promotions as the case may be, in relation to his qualifications and experience at the relevant time, the error may be rectified by the Vice-Chancellor, subject to ratification by the Appointments and Promotions Committee.

Where the staff was clearly under-graded or over graded in error, it should be corrected immediately. It shall take effect notionally from the date of appointment or promotion as the case may be.

#### **3.10 Emoluments**

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

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

A staff on first appointment could be granted salary advance as provided in Section 9 of this Regulation.

A new staff who has not served for a minimum of six months shall not be entitled to increment that year.

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

#### **3.11 The Junior Staff Appointments and Promotions Committee**

##### **3.11.1 Composition:**

- a) Chairman - A Senior Staff not below the rank of Associate Professor or Deputy Registrar appointed by the Vice-Chancellor.
- b) Members - Representatives of the Offices of the Registrar, Bursar, University Librarian, Director of University Health Services (UHS), Director of Security Directorate, Director Maintenance (6 persons).
- c) In-Attendance - Head of Departments/Units concerned

##### **3.11.2 Terms of Reference**

- a) To conduct central recruitment interview, evaluate the credentials of the candidates and select those qualified for appointment.
- b) To consider and treat promotion cases recommended to it from Faculties/Centers, Departments and Units.
- c) To forward the recommendations on (a) and (b) above to the Registrar for the consideration of Management.

##### **3.11.3 Quorum**

Four Members: Chairman, Representative of the Registrar and any two other members.

## **SECTION 4: DUTIES AND LEAVE**

### **4.1 Appointments are Full-time**

Staff shall not engage in any form of employment outside the University without the approval of the Registrar. Such approval shall be for a period not exceeding one year, subject to renewal at the discretion of the Registrar.

### **4.2 Registration with Professional Bodies**

If the nature of the duties of a staff requires him to be registered under any enactment in force in Nigeria, it shall be his responsibility to obtain the registration under the following conditions:

- a) Where the fees do not exceed ₦10,000.00, the University may pay the full amount.
- b) Where the fees exceed ₦10,000.00 the University may pay 75% of the total amount and the staff pays 25%
- c) If he fails to pay the 25%, his promotion will be stagnated in line with the provision of University Scheme of Services.
- d) The University may assist to pay for the annual subscription of a staff subject to availability of funds.

### **4.3 Duties**

The hours of work shall be from 8:00 am to 4:00 pm on Mondays to Thursdays and 8:00 am to 1:00 pm on Fridays or as may be determined by the nature of the work or the University Policy. Duties of staff may be as prescribed by the relevant Head of Department, in line with the University's Scheme of Service taking into account the staff's grade, training and abilities.

A staff shall obtain 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.

Approval to travel abroad shall be given by the Vice-Chancellor.

### **4.4 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.

### **4.5 Uniforms and Protective Clothing**

- (a) The University shall provide uniforms or protective clothing where the nature of the duties requires such clothing. A staff who has been provided with a uniform shall wear it at all times on duty but not off duty, except for journeys between the residence and place of work.
- (b) A staff shall be responsible for maintaining the uniforms or protective clothing in good condition. A staff may be surcharged the cost of replacement, if he is responsible for the damage.
- (c) On leaving the service of the University, a staff shall be required to surrender the uniforms and all other University property in his possession to the Head of Department and his staff identity card to the Director, Security Directorate.

### **4.6 Tools**

The University shall provide and maintain all the tools needed for the staff to discharge their duties.

#### **4.7 Leave and Leave Year**

Leave is the authorized absence of a staff from duty for a specific period approved by the Registrar on the recommendation of the Head of Department.

The Leave Year is from 1<sup>st</sup> January to 31<sup>st</sup> December or otherwise as determined by the University.

##### **4.7.1 Types of Leave**

The types of leave available in the University Service are as follows: annual leave, deferred leave, accumulated leave, emergency leave, examination leave, compassionate leave, pro-rata leave, casual leave, sick leave, maternity leave, paternity leave and leave for religious purposes

##### **a) Annual Leave**

**i) Annual Leave** is the authorized absence of a staff from duty for 14 or 21 working days in a Leave Year as the case may be. It is compulsory, but shall be granted at the convenience of the department and on the request of the staff concerned. The leave shall be exclusive of all Saturdays, Sundays and Public Holidays occurring therein. The length of period of leave to be granted to fulltime staff in any leave year is as follows:

CONTISS/CONHESS 02 and 03	-	14 working days
CONTISS/CONHESS 04 and 05	-	21 working days

A staff from study fellowship during the leave year and who has served for a minimum period of six months in the leave year will normally be granted proportionate leave.

##### **ii) Forfeiture of Annual Leave**

Where a staff fails to apply for leave by 31<sup>st</sup> December 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.

##### **iii) 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.

##### **iv) 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.

**v) Annual Leave Roaster**

It is the responsibility of the Head of Department/Unit to draw up the annual Leave roaster for all the staff under him and forward to the Registrar for information not later than 31<sup>st</sup> December of every year.

**vi) 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, through the Registrar, and shall provide details of his address before proceeding on the leave.

**vii) Leave Address**

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

**viii) Resumption from Annual Leave**

A staff is required to resume duty after annual leave on the date following the expiration of the authorized leave.

On return from annual leave a staff shall write and inform 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.

**ix) Curtailment of Leave**

The Registrar may, 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** 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 31<sup>st</sup> March of the following 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** 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) Emergency Leave** is the leave granted to a staff in case of personal emergency for a period of up to 10 working days. It shall be counted as part of Annual Leave.

**e) 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.

**f) Compassionate Leave** is a special leave from duty on full pay granted to a staff on compassionate grounds for a period of up to 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.

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

**h) 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 6 weeks per year if not hospitalized and 6 calendar months if hospitalized. The procedure is explained in the Regulation under Medical Treatment.

**i) Maternity Leave** is the authorized absence of a serving female staff from duty granted on account of pregnancy for a period of 16 weeks. The procedure is explained in the relevant Section of the Regulation under Medical Treatment. A nursing mother shall be granted an hour off-duty every day. This facility shall be granted up to a maximum period of six (6) months from the day she resumes duty from the maternity leave.

**j) Mourning Leave.** A staff who has been bereaved, shall be entitled to ten (10) days mourning leave with full pay and shall not be counted as part of annual leave.

**k) Paternity Leave** is a leave granted to Male staff for having a new born child for 14 days and can be taken once in a year.

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

“**Proportionate Leave**” (Pro-rate) is a vacation granted to a new or retiring officer in proportion to the number of days he has put into the service.

The calculation of proportionate leave shall be done in accordance with the table below:

**Calculation of Proportionate Leave**

Earned Leave Period	Proportionate Leave for the Graded Officers	
	GL 06 – 04 (21 Calendar Days)	GL 03 and Below (14 Calendar Days)
12 Months	21	14
11 Months	19	13
10 Months	18	12
9 Months	16	11
8 Months	14	9
7 Months	13	8
6 Months	11	7

## **SECTION 5: STUDY FELLOWSHIP**

The following are the guidelines for Study Fellowship:

### **5.1 Fulltime Study Fellowship**

- a) The candidate being nominated shall be a confirmed staff.
- 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 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 a period of 3 years after the last training.
- f) A staff whose failure to qualify for a sponsored programme is attributable to him shall not be sponsored again.
- g) A staff who wishes to pursue first degree programme would be allowed only after serving the University for a period of 2 years after confirmation.
- h) Not more than (2) staff should be released for a degree programme in the same department/unit in a period of 4 years or a period of 2 years for Diploma programme. The University does not sponsor staff for Advanced Diploma Programmes.
- i) A staff granted Study Fellowship shall sign a bond to serve the University for a period equal to the one spent on the study.
- j) A staff on approved study fellowship is entitled to payment of his monthly salary, tuition fees, exam fees, research expenses, any other fees related to the programme and book allowance as per the rates below:
  - a) Sub Degree N50,000 per session
  - b) Degree/HND N100,000 per session
- ii) Project allowance may be paid to staff at the rates to be approved by the University from time to time.

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

### **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 is employed.
- e) Part-time study does not require bondage as the staff is to attend to his normal duties while pursuing the studies.
- f) The staff must have served for the period of 2 years after the last training.
- g) A staff whose failure to qualify after undergoing a sponsored programme is attributable to him shall not be sponsored again.
- h) A staff who wishes to pursue first degree programme would be allowed only after serving the University for a period of 2 years after confirmation.
- i) The Head of Department shall attest to the undertaking by the fellow that the study shall not affect the full discharge of his responsibility to the University.
- j) A staff on approved part time fellowship is entitled to payment of his monthly salary, tuition fees, exam fees, research expenses and book allowance as per the rates below:
  - a) Sub Degree N50,000 per session
  - b) Degree/HND N100,000 per session
- ii) Project allowance may be paid to staff at the rates to be approved by the University from time to time.

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

### **5.3 Self-Sponsorship**

- a) The programme of study should be an evening or a weekend programme.
- b) A candidate applying for Self-Sponsorship need 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 Head of Department 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 2 years.

- h) A staff who failed to qualify after undergoing a programme sponsored by the University may be allowed to undertake another programme on self-sponsorship after a period of 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.

## SECTION 6: 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 Kano, for a period of more than one week and board or lodging is not provided by the organisers of the programme, he would be paid Kilometer 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. In any case, failure to attend sponsored workshop or conference without a valid reason shall be considered as an act of misconduct.

The DTA rates for CONTISS, CONHESS and its equivalent are as follows:

- a) CONTISS/CONHESS 2-3 = ₦ 12,500 per night
- b) CONTISS/CONHESS 4-5 = ₦ 18,750 per night

The mileage rate is as follows;

- a) CONTISS/CONHESS 2-3 = ₦ 100 per kilometer
- b) CONTISS/CONHESS 4-5 = ₦ 100 per kilometer

## **SECTION 7: MEDICAL TREATMENT**

### **7.1 Treatment in the University**

University staff subsidized medical services scheme (USSMSS): this is a scheme introduced by the university management to support the staff and their families access health care services in the university health services. It is designed in such a way that a staff, his spouse and their four (4) biological children below the age of eighteen (18) years are covered under the scheme.

The university management will pay fifty percent 50% of the drugs, some major laboratory test and services rendered to the beneficiaries above, whereas the remaining fifty percent (50%) is to be settled by the staff. The same applies to Radiological Investigations, Surgical procedures; Maternity services, Physiology and Dental services all the staff are entitled for fifty percent (50%) payment.

Meanwhile, consultation, files and other minor investigations are rendered free of charge by the university health services to all staff and other beneficiaries mentioned above.

### **7.2 Treatment in Nigeria**

The University Health Services (UHS) Directorate provides medical and dental services to interested staff, his wife and four children (under Kano State Contributory Health Care Management Agency; KSCHMA 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 schemes.

### **7.3 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 the Medical Board, authorize the reference of cases for treatment outside Nigeria. He may also, on the recommendation of the Director, University Health Services, authorize the refund of full or part of the medical expenses of a 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 staff's salary. A staff who finds it necessary while abroad to undergo a treatment for which he may seek refund shall inform the University of the Circumstances as soon as possible. Refund may be refused if it appears that the treatment could have been avoided through care or earlier action on the part of the staff.

### **7.4 Sick Leave**

A 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 Health Services. The Vice-Chancellor may grant sick leave on full pay to a maximum of six weeks per year of sick leave if not hospitalized, and if hospitalized to a sick leave of six calendar months with full pay in the first instance, subject to an extension for another six months. Thereafter, the Medical Board shall determine if the staff shall be allowed further sick leave or invalidated from service.

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

If a 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 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, University Health 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 consecutive months, he should be advised to undergo a medical examination.

### **7.5 Medical Board**

The Director, University Health Services shall be the Chairman. Two other members shall be the Dean of Clinical Sciences and Senior Medical personnel in the University Health Services Department appointed by the Vice-Chancellor; the Head of Establishment Matters shall be the secretary. The Board can co-opt a consultant in the relevant specialty.

### **7.6 Maternity Leave**

a) All female staff that are pregnant are entitled to 16 weeks maternity leave with full pay. The annual leave for that year shall 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 without pay.

b) Maternity leave shall be taken at a stretch beginning not later than 4 weeks before the Expected Date of Delivery (EDD). A medical certificate indicating the EDD shall be presented not less than 2 months before the date.

(c) Maternity leave may be granted only if the staff had spent at least six months in service; otherwise, it shall be without pay.

### **7.7 Paternity Leave:**

is a leave granted to Male staff for having a new born child for 14 working days and can be taken not more than once in a years.

## **SECTION 8: TRANSPORTATION**

### **8.1 Entitlement to Transport**

The University will provide or pay for transport for 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 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 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) To the place of approved study for himself, his wife and up to four children.
- (d) 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. Road or air transport may be used within Nigeria. No transport at 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 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 wife is deemed to have acquired the domicile of her husband.

## **SECTION 9: WELFARE PACKAGES AND ALLOWANCES**

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

### **9.1 Salary Advance**

Advance on account of salary may be made on the authority of the Bursar to a staff on first appointment and shall be limited to one month salary to be repaid in three consecutive monthly instalments, deducted from salary; the first instalment to begin in the month following the date on which the advance was made. No other advance on account of salary shall normally be granted except on the authority of the Vice Chancellor. In all cases, application shall be made through the Head of Department.

### **9.2 Loans**

The following loans are available to entitled staff at the approved rates. The eligibility of accessing them shall be subject to such guidelines and conditions as each of the Loan's committee might set and approved by Management.

- a) Bicycle/Motorcycle Loan
- b) Computer Loans for Desktop, Laptop and Computer Accessories
- c) Furniture Loan
- d) Housing Loan

### **9.3 Allowances**

#### **9.3.1 Regular Allowances**

In addition to allowances consolidated in the monthly salary, the following Regular allowances are also paid to entitled staff at the current rates as follows:

##### **a) Kilometer Allowance**

A kilometer allowance at the rate of ₦ 100. Per kilometer where applicable 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 rate of ₦12,500.00 for CONTISS/CONHESS 2 to 3 and ₦ 18,750 for CONTISS/CONHESS 4 to 5 per night is given to take care of accommodation and feeding, with 30% of DTA for local running, if official vehicle is not provided.

Staff should note that attendance at a Conference is not regarded as being on University business, unless the staff is formally designated by the University authorities to represent the University.

**c) *Estacode***

When travelling on University business outside Nigeria, other than Conference or Workshop, an *estacode* at the rate of US \$206 per night may be given to take care of accommodation, feeding and local running.

**d) Shift Duty Allowance**

A staff who performs shift duty, other than health professionals, is entitled to the allowance at the rate approved by the council

**e) Overtime Allowance**

Staff on CONTISS/CONHESS 02 to 05 are entitled to overtime allowance for authorized work done outside the official working hours subject to a maximum of 45 hours in a month at the following rates:

- i) Normal working days = 0.70% of monthly basic salary
- ii) Public Holidays/Work-free days = 1.50% of the monthly basic salary

**f) Funeral Expenses**

Families of a fulltime staff who dies in active service shall be paid an allowance of ₦ 200,000.00 to take care of his funeral expenses.

**9.3.2 Earned allowances**

The following allowances are also paid to entitled staff at the approved rates: hazard and non-accident bonus

**a) Hazard Allowance**

Members of staff shall be entitled to draw hazard allowance at a rate approved by the Council.

**b) Non-Accident Bonus**

(i) A motor Driver or Driver/Mechanic on full-time appointment shall earn a “Non-Accident Bonus” at approved rate per annum after completing one year accident-free driving a University Vehicle. The amount is ₦ 25,000.00 per year. The amount shall be paid at the end of the year based on favorable report from the transport officer and a driver qualifies only after serving a full year. Cases of accidents involving official vehicle(s) shall be reported to the Registrar.

(ii) A Driver who is involved in an accident or found wanting in the course of the year shall forfeit this bonus unless, as far as the accident is concerned, the Police report certifies that the Driver is not at fault. When at fault, the Driver shall start a further qualifying period of three years accident-free driving as from the date of the accident.

Input report of accident report to the registrar:

## **SECTION 10: HOUSING**

### **10.1 Housing Allocation**

University housing is allocated to eligible staff by the Staff Housing Allocation and Maintenance 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 referred to the Committee for consideration and appropriate action.

A married woman employed in the same University services as her husband will not normally be entitled separate university housing.

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

### **10.2 Married Couples**

A spouse employee shall be entitled to accommodation in his own right. However, where one spouse enjoys official accommodation in the University the other spouse shall not be entitled to another accommodation.

A married woman employed in the same University Service as her husband will not normally be entitled to separate University housing.

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

Rent will be charged during the absence of a 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 Council.

## SECTION 11: SEPARATION FROM SERVICE

**11.1** Any of the following shall constitute cessation of appointment: abandonment of post, death, dismissal from service, expiration of appointment, resignation, retirement, termination of appointment, withdrawal of service etc.

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

Abandonment of post, also known as abscondment, is a cessation initiated by the staff other than by way of resignation. Cessation 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** automatically extinguishes one's appointment.

### **C) Dismissal from service**

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

A staff under interdiction who is found guilty by an Administrative Panel or convicted by a Court of law on any of the charges prepared against him may be dismissed by the Governing Council.

Upon conviction of any staff on a criminal charge he shall be dismissed with effect from the date on which he was convicted.

A staff of the University shall be summarily dismissed if;

- i. He corruptly accepts or obtains from any persons for himself or any other persons any gift, gratification or consideration as an inducement or reward for doing or forbearing to do any act in relation to the University's affairs or business;
- ii. While staff in full-time or part-time capacity acts as attorney or agent against the University in any matter;
- iii. Falsifies testimonials or personal records.
- iv. Alters, fails to keep, tampers with, and suppresses any official records to the employee's selfish ends;
- v. Whilst a staff in the University on a full-time appointment engages in full-time studies without approval;
- vi. Takes the University to Court without exhausting the internal mechanism and loses his case.

A staff who is confirmed in his appointment may be dismissed by the University for Gross Misconduct but no such staff shall be so dismissed until he has been given the opportunity of submitting representations to the Vice Chancellor through his Head of Department and such representations shall have been considered by the Junior Staff Disciplinary Committee.

No salary in lieu of notice shall be given to any staff dismissed for gross misconduct and dismissal shall take effect from the date the staff concerned is officially notified that he has been dismissed.

A staff dismissed for misconduct shall not be eligible for leave and shall vacate University premises immediately.

A staff who absents himself from duty without permission or fails to resume duty when due after any leave renders himself liable to dismissal. The onus will rest on him to show that the circumstances do not warrant the imposition of the full penalty.

#### **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.

#### **c) Resignation**

A resignation is a cessation from service initiated by a staff who has spent less than five 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 one month's notice in writing or one month salary in lieu of notice.

#### **d) Retirement**

A staff shall retire from the service of the University on reaching the age of 65 years.

A staff due for retirement from service pursuant to the above paragraph shall give three (3) months notice in writing to the University.

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

#### **e) Termination of Appointment**

A termination of Appointment is a cessation from service initiated by the University. The Council may terminate the appointment of a staff on any of the following grounds:

- Abolition of posts or re-organization;
- Unsatisfactory service;
- Medical reasons resulting in incapacity to discharge one's official duties;
- Disciplinary action in accordance with the Regulation;
- Disclosure of facts which, if known earlier, the staff would not have been appointed in the first instance; and
- In the interest of the good administration of the University

#### **f) Withdrawal from Service**

Withdrawal from Service is a cessation initiated by a staff who has spent five years or more but less than ten years in the service of the University.

A staff intending to withdraw from service shall give one month notice in writing or one month salary in lieu of the notice.

### **11.1 Retirement Benefits**

The provisions of the Kano State Pensions Act and or other relevant Authorities shall apply.

#### **a) Contract Addition and Gratuities**

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.

#### **b) 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 staff's public service that is condoned by the Government or University may be disregarded.

#### **c) Temporary Appointment immediately followed by a Permanent Appointment**

Where a staff holding a temporary or contract appointment is converted to a full time appointment, the period which he was on such an appointment will count in full for the purpose of calculating his years of service

## **SECTION 12: 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 the University staff, without the Vice-Chancellor's approval.

## **SECTION 13: INVENTIONS**

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

### **13.1 Provisional Protection of Inventions**

A 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 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 Council will decide whether the staff will be allowed controlling rights in the patent. Pending the decision of 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 respects alien to the employment of the staff, he will normally be granted the controlling rights. If the staff is allowed controlling rights the following provisions shall apply:

- (a) The staff will be responsible for all the 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.
- (c) Where the inventor is allowed controlling rights but cannot fund the expenditure in taking out patent, a third party can be incorporated to finance the expenditure subject to Council approval.

### **13.4 Rules when a staff is not allowed controlling rights**

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

- (a) the 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 Council will decide on whether the 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 staff may apply to the Awards 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 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 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 Council's decision.

## **SECTION 14: SECURITY**

Staff shall observe any rules made by any competent authority regarding the security of lives and property, road traffic regulations, the custody of animals, etc.

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

Failure to report such matters within the knowledge of any staff shall on investigation be construed as collusion or collaboration in the event of any misconduct, and shall attract an appropriate disciplinary action.

There will be adequate security to be provided by the University security directorate within the University campus. The security directorate shall maintain a 24-hour coverage and surveillance for the safety of the campus community. Nonetheless, each staff has the civic responsibility to be vigilant and protective of public goods.

Staff identity cards shall be made available to staff by contacting the ICT Directorate which shall capture the biometric data of staff.

Members of staff are required to always carry their identity card with them within the university and observe the rules governing the security of persons and property in the campus.

The University may provide vehicles' stickers for its entire staff. A staff, regardless of rank or status may be subjected to checking by officers of the security directorate.

## **SECTION 15: 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 of this Regulation.

### **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) 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);
- (c) Denial of appraisal for promotion for a specified period;
- (d) Denial of any other benefit as may be deemed appropriate e.g. granting of study fellowship;
- (e) Loss of salary for a specified period, not exceeding one month;
- (f) Suspension of duties for a specified period, without pay
- (g) Reduction in rank
- (h) Surcharge
- (i) Termination of appointment
- (j) Dismissal from service
- (k) Suspension from duties or office with half salary not exceeding three months at the first instance.

### **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, which 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 by the Head of Department or Unit.

#### **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) Period of Suspension**

A staff may be suspended from the service of the University for the period of three months with half pay in first instance during which period his case should have been determined by the

JSDC. At the expiration of the 3 months, the Registrar may recommend the extension of the suspension for another three months to the Vice-Chancellor on such terms and conditions as may be determined including the proportion of the salary to be paid.

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

The Vice-Chancellor shall on behalf of Council approve the dismissal, termination of appointment or any other form of disciplinary action against a staff. This, however is without prejudice to the power conferred on the Registrar under Section 3 of this Regulation.

Where in the opinion of the Head of Department an act of misconduct is beyond oral or written warning, the Head of Department shall send a report to the Registrar on the matter, who shall refer it to the Junior Staff Disciplinary Committee (JSDC) for appropriate consideration and recommendation to the Vice-Chancellor.

### **15.5 Procedure for Disciplinary Action**

#### **15.5.1 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 Head of Department who issued the query shall decide whether:
  - i) the staff has exculpated himself in which case the Head of Department 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 Head of Department shall issue an appropriate written warning (copying the Registrar and other appropriate officers) and require the staff to acknowledge its receipt in writing.

#### **15.5.2 Punishment**

Where the staff has not exculpated himself through his reply to a written query, and deserves some punishment, the Head of Department concerned shall prepare a submission on the alleged misconduct to the Registrar. The Registrar may, depending on the gravity of the allegations decide to suspend the staff for a period of 3 months in the first instance on half pay and immediately notify the Vice-Chancellor before taking further action.

In taking further action, the Registrar shall forward the matter to the JSDC for appropriate consideration.

- a) The JSDC shall notify the staff in writing of the allegations labelled against him, and be required to defend himself in writing and submit it to the Secretary before the date specified for his appearance before the Committee.
- b) The matter shall be considered by the Committee. The Head of the Department of the staff shall present the case in the presence of the staff.
- c) Any staff invited to give evidence by the JSDC shall comply.
- d) If any witnesses are called to give evidence, the staff shall be entitled to be present and to put questions to the witnesses, including the Head of the Department who presented the case in the first instance.

- e) No documentary evidence shall be used against the staff unless he has previously been supplied with a copy thereof or given access thereto;
- f) If the staff does not furnish any representations within the time fixed, the JSDC may take such action as it deems appropriate against him;
- g) If the staff submits his representations and the JSDC is not satisfied that he has exculpated himself, and considers that the staff should be appropriately punished, it shall recommend to the Vice-Chancellor through the Registrar accordingly;
- h) The final decision of the Committee shall be taken by simple majority. In case of a tie-up, the Chairman will have a casting vote.

The JSDC may recommend the imposition of one or a combination of the punishments enumerated in Section 15.2 above.

### **15.5.3 Conviction for a Criminal Offence:**

An employee under interdiction who is found guilty by an Administrative Panel or convicted by a Court of law on any of the charges prepared against him may be dismissed by the Governing Council.

Upon conviction of any staff on a criminal charge he shall be dismissed with effect from the date on which he was convicted.

A staff of the University shall be summarily dismissed if;

- i. He corruptly accepts or obtains from any persons for himself or any other persons any gift, gratification or consideration as an inducement or reward for doing or forbearing to do any act in relation to the University's affairs or business;
- ii. While staff in full-time or part-time capacity acts as attorney or agent against the University in any matter;
- iii. Falsifies testimonials or personal records.
- iv. Alters, fails to keep, tampers with, and suppresses any official records to the employee's selfish ends;
- v. Whilst a staff in the University on a full-time appointment engages in full-time studies without approval;
- vi. Takes the University to Court without exhausting the internal mechanism and loses his case.

A staff who is confirmed in his appointment may be dismissed by the University for Gross Misconduct but no such staff shall be so dismissed until he has been given the opportunity of submitting representations to the Vice Chancellor through his Head of Department and such representations shall have been considered by the Senior Staff Disciplinary Committee.

No salary in lieu of notice shall be given to any staff dismissed for gross misconduct and dismissal shall take effect from the date the staff concerned is officially notified that he has been dismissed.

A staff dismissed for misconduct shall not be eligible for leave and shall vacate University premises immediately.

A staff who absents himself from duty without permission or fails to resume duty when due after any leave renders himself liable to dismissal. The onus will rest on him to show that the circumstances do not warrant the imposition of the full penalty.

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

- a) The Registrar may act on behalf of the Vice-Chancellor in cases involving staff on contract or unconfirmed full-time appointments, provided that: -
- b) If the Registrar 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 on half-pay and may also issue instructions limiting his access to any offices in the University or enjoining him to make himself available for enquiry by JSDC from time to time.

- c) The Vice-Chancellor may, on the recommendation of the Registrar for sufficient cause approve the termination of the appointment of a staff on contract or unconfirmed regular appointment by giving at least one month notice (or payment of one months' salary in lieu).

## **15.6 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 may be taken, 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.
- 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 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.

## **15.7 Right of Appeal**

Any staff disciplined or punished under the foregoing regulations shall have the right to appeal to the Council through the Registrar, except that a decision by the Council shall be final.

Where the disciplinary action arises from the decision of 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.

### **15.5.7 The Junior Staff Disciplinary Committee**

#### **(a) Composition**

- i) Chairman - A Senior Academic Staff not below the rank of Associate Professor or a Senior Administrative Staff not below the rank of Deputy Registrar to be appointed by the Vice-Chancellor.
- ii) Members - Vice-Chancellor's nominee from the Legal Division, Representatives of the Registrar, Bursar, University Librarian; Directors of University Health Services (UHS), Maintenance Services and Security Directorate.
- iii) In-Attendance – Head of Departments/Units concerned.

iv) NASU Representative

**b) Terms of Reference**

- i) To receive and consider Junior Staff Disciplinary cases referred to it by the Registrar and make appropriate recommendations to the Vice-Chancellor.
- ii) Any other case referred to it by the Registrar.

**c) Quorum**

Four members: Chairman, Vice-Chancellor's nominee and any two other members.

**SECTION 16**  
**MISCELLANEOUS**

**1. Strike Action**

- a) Notice of strike or any strike action shall be subject to the law pertaining to strikes in the Country.
- b) Where the provisions of such laws are not complied with, a member of staff who absents himself from duty shall not be entitled to any pay or allowance for the period of such absence and may face further disciplinary measures.

**2. Political Activities**

There shall be no political activities, including meetings and canvassing within any of the Campuses of the University without the express permission of the Vice-Chancellor.

**3. Staff Schools**

- (i) The University shall establish and bear the full capital and recurrent costs of University Staff Primary Schools.
- (ii) The University shall (without recourse to Government) bear the full Capital Cost of University Secondary Schools while parents bear the full Recurrent Cost.

**4. Ceremonials**

On ceremonial occasions, junior members of staff shall participate as required by the Vice-Chancellor.

**6. Public Appointments**

Permission to accept paid appointment or to accept a seat in a Legislature shall not of itself imply and shall not be interpreted as meaning, that the University rules relating to Leave of Absence from the University are waived; and a member of staff who accepts paid public appointment shall give satisfactory assurance that his duties in his Department shall be effectively performed.

**7. Medical Check-Up**

The University Health Services shall provide opportunity for medical check-up for junior staff at least once every two (2) years.

**8. Sports, Recreation and Physical Wellness of Staff**

8.1 The University shall provide adequate sports and recreational facilities, for the wellness of staff.

8.2 The University Shall set aside sports day in a week, not lasting more than three (3) hours for staff sports.

**9. Counselling and Mentoring**

9.1 The University shall provide counselling facilities for staff and opportunities for mentoring as may be appropriate.

9.2 In providing mentoring opportunities for staff the University shall as a deliberate policy attach young mentees to mature mentors in the University.

#### **10. Review of Conditions of Service**

This Condition of Service shall be reviewed periodically as the need arises but not later than ten (10) years.