

PLATEAU STATE UNIVERSITY, BOKKOS

Regulations Governing the Conditions of Service for Staff

Approved by Council on 6 November 2014

Reviewed on 12 December 2017

Office of the Registrar

**REGULATIONS GOVERNING THE CONDITIONS OF SERVICE FOR STAFF OF PLATEAU
STATE UNIVERSITY, BOKKOS**

**APPROVED BY COUNCIL ON NOVEMBER 6TH 2014 AND REVIEWED ON DECEMBER 12TH
2017**

TABLE OF CONTENTS

SECTION I: TITLES AND APPLICATION OF REGULATIONS

Title and Application of Regulations - - - - - 1

Application - - - - - 1

Definitions - - - - - 1-3

SECTION II: APPOINTMENTS

Types of Appointments - - - - - 4

Terms of and Conditions of Appointments - - - - 4-6

Acting/Responsibility Allowance - - - - - 6

Acting Head of Department - - - - - 6

Cessation of Appointment - - - - - 6-7

Contractual Obligations - - - - - 7

SECTION III: PROCEDURE FOR APPOINTMENTS

Eligibility - - - - - 8

Vacancies - - - - - 8

Authority - - - - - 8

Method of Appointment - - - - - 8

Probation - - - - - 8-9

Confirmation of Appointment - - - - - 9

Condonation of Appointment - - - - - 9

Cessation of Appointment - - - - - 9-10

Entitlements of Principal Officers at Completion of Tenure - - 10-11

SECTION IV: EMOLUMENTS, ALLOWANCES, PASSAGES AND BAGGAGES

Authority for Payment - - - - - 12

Payment of Salaries - - - - - 12

Annual Increment - - - - - 12

Allowances - - - - - 12-15

Loans - - - - - 15-16

Salary Advance - - - - - 16

Passages and Baggages - - - - - 16-18

Mode of Transport - - - - - 18

Declaration of Domicile - - - - - 18

Baggage Grant - - - - - 18-19

Excess Baggage for Staff Recruited Overseas and on Final Departure - 19

Baggage for Study Fellowship - - - - - 19

SECTION V: PROMOTION

Promotion and Increment - - - - - 20

Qualifications and Conditions for Promotion - - - - 20

Annual Performance Evaluation Report (APER) - - - 21

Promotion Machinery and Recommendation for Promotion - - 21

Accelerated Promotion - - - - - 21

Notional Promotion - - - - - 21

Self-Sponsorship for Promotion - - - - - 21

Withdrawal of Promotion - - - - - 22

Annual Increment - - - - - 22

Advancement - - - - - 22

Appeal - - - - - 23

SECTION VI: LEAVES

Authority to Grant Leave - - - - - 24

Leave Entitlement - - - - - 24

Annual Leave - - - - - 24

Deferment - - - - - 24

Pro-rata Leave - - - - - 24-25

Other Leaves - - - - - 25-26

Sabbatical Leave - - - - - 26-27

Senior Administrative Fellowship - - - - - 27-28

Study Fellowship - - - - - 28

Short Courses - - - - - 29

Secondment - - - - - 29-30

Leave of Absence - - - - - 30-31

Study Leave - - - - - 31

Study Leave for Academic Staff - - - - - 31-32

Penalty for failure to Return to the University - - - 32

Study Leave with Pay - - - - - 32-33

Conditions for Leave of Absence - - - - - 33-34

Maternity Leave - - - - - 34

Sick Leave - - - - - 34-35

Leave for Expatriate Staff - - - - - 35

SECTION VII: PENSIONS AND GRATUITY

Payment of Pensions and Gratuities - - - - - 36

Death Benefits - - - - - 36

Pension and Gratuity where Staff Dies in Course of Employment - 36

Computation of Pension Benefit/Gratuity - - - - 37-38

Funeral Rites of Deceased Staff - - - - - 38

Injury Pension - - - - - 38

Five Years Pension Guarantee After Retirement - - - 38

Payment of Benefits to Estate of Officers - - - -	38
Continuous Public Service - - - - -	38
Abolition of Office - - - - -	38
Transfer Values - - - - -	39
Awards Not Assignable or Transferrable - - - -	39
Period of Leave without Pay - - - - -	39
Temporary Appointment Immediately Followed by a Permanent Appointment - - - - -	39
Notice of Retirement - - - - -	39
Vesting of Pension - - - - -	39
Awards to Staff on Contract or on Special Terms - - - -	39-40
Nigerian Expatriate Supplementation Scheme (NESS) - - -	40
NESS Entitlements - - - - -	40

SECTION VIII: DISCIPLINE

Discipline - - - - -	41
Misconduct - - - - -	41
Gross Misconduct - - - - -	41
Inefficiency - - - - -	41
Responsibility for Discipline - - - - -	42
Procedure and Forms of Discipline - - - - -	42-44
Appeal - - - - -	45
Court Action - - - - -	45
Disciplinary Committee - - - - -	45

SECTION IX: GRIEVANCES

Grievance Procedure - - - - -	46
-------------------------------	----

SECTION X: MEDICAL CARE

Health Services - - - - -	47
Board of Health - - - - -	47-48
Overseas Medical Expenses - - - - -	48
Procedure for Obtaining Overseas Medical Treatment - -	48
Convalescence Period - - - - -	48
Termination of Appointment Due to Illness - - - -	48

SECTION I: TITLES AND APPLICATION OF REGULATIONS

1. TITLE AND APPLICATION OF REGULATIONS

These Regulations shall be cited as Regulations Governing the Conditions of Service for staff of Plateau State University, Bokokos.

It shall come into effect on Tuesday, 12th December, 2017.

Where there is any inconsistency in part with the Provisions of the University Laws and Statutes, the Laws shall supersede the provisions of the Regulations to the extent of the inconsistency.

2. APPLICATION

These Regulations shall apply to all staff of the University except otherwise stated or necessitated by circumstances.

For the purpose of application, the masculine gender, he/him or his as used in these Regulations is generic and thus refers to both male and female staff of the University.

The Vice-Chancellor is empowered to interpret the Regulations.

3. DEFINITIONS

In these Regulations, unless the context otherwise requires:

“Accelerated Promotion” means a promotion granted to an employee before he has spent the mandatory years required as maturation for promotion on his salary scale.

“Appropriate Officer” means a Representative of the Registrar acting on his behalf.

“Appointments and Promotions Committee” means the Committee responsible for the Appointments and Promotions of staff of the University.

“Bursar” means the Bursar of the University or any person appointed by the University authority to act in that capacity.

“Child” means, in relation to a staff member, a biological child or a legally adopted child.

“Criminal Offence” means stealing, false pretence, extortion, forgery, official corruption and such kind of offence involving moral turpitude in the Criminal Code of Nigeria and as may be from time to time defined in any criminal or penal code in force in any part of Nigeria.

“Cognate Experience” means experience in one’s chosen field.

“Confirmed Employee” means an employee whose appointment has been confirmed by Council.

“Council” means the Governing Council of the Plateau State University, Boko.

“Date of Appointment” means the date on the appointment letter of an employee.

“Date of Assumption” means the date on which an employee assumed duty with the University.

“Dean” means the Dean of academic Faculty or establishment of the University as may be appointed or designated “Dean” by the University.

“Department” means any teaching, research or administrative Unit, Institute, School, Centre, Division or any other Unit so recognized by the University Council.

“Deputy Vice-Chancellor” means the Deputy Vice-Chancellor of Plateau State University, Boko as appointed in accordance with the Statutes of Plateau State University, Boko.

“Director” means a person appointed by the Vice-Chancellor as “Director” of Institute, Centre or Unit.

“Dismissed” means removal of a staff from the services of the University as a result of gross misconduct.

“Established staff” means all staff of the University holding tenure or contract appointment.

“Faculty” means a Faculty as constituted and established by Senate and Council of the University under the Plateau State University, Boko law.

“Family” in relation to a staff member means his spouse and children up to a maximum of four for Nigerians and three for expatriates not above the age of 18 years who are unmarried and not in gainful employment and wholly dependent on the member of staff concerned.

“Final Salary” means the basic salary excluding all forms of allowances being paid to the staff at the date of his appointment.

“Gross Misconduct” means any conduct specified by these Regulations to be gross misconduct.

“Head of Department” means a person appointed by the Vice-Chancellor and designated as Head of an Academic Unit or Department.

“Inefficiency” means acts of omission or commission such as incompetence, ineptitude or an act which shows that a staff is not discharging the duties of the office which he holds satisfactorily.

“Investigative Panel” means an investigation panel established by the Registrar on the authority of the Vice-Chancellor or Council.

“Junior Staff” means all staff of the University on CONTISS 1-5.

“Leave” means any authorized number of days a staff is absent from normal duty.

“Librarian” means the University Librarian or any person appointed by the University authority to act in that capacity.

“Married Woman” includes a woman married under native Laws and Customs or Statutes but does not include a widow or a woman divorced or legally separated from her husband.

“Member of Staff” means an employee of the University holding a senior/junior staff appointment.

“Misconduct” means any conduct which is prejudicial to the good name and/or reputation of the University, and/or of the discipline and proper administration of the business of the University. Without prejudice to the generality of this definition, misconduct includes:

Corruption

Dishonesty

Drunkenness in the course of duty

False claims against the University or any of its constituent parts

Insubordination

Negligence of duty

Falsification of documents, records, age etc

Suppression or unauthorized destruction of accounts records or other records

Conviction for criminal offence, other than traffic offence.

Unauthorized attendance of courses

Unauthorized political meetings/assemblies

Absence from duty without lawful excuse.

The performance of all other acts which are inconsistent with, or failure to perform acts which are essential for the proper execution of the duty for which the member of staff was engaged.

Disobedience of any order to proceed on leave or a posting or of any other lawful order issued by any legally constituted authority of the University.

Failure to appear or to answer questions satisfactorily in any investigation before any person or body designated by the University or any of its constituent bodies for the purpose of investigating any matter provided for in or arising out of the affairs of the University or these Regulations.

For the avoidance of doubt, misconduct includes any act of commission, omission, utterance or publication which has the effect of embarrassing, or tarnishing the good name of or bringing into ridicule the University, including the Senate, Council and/or the officers of the University.

“Next-of-Kin” means person(s) so nominated by staff as the beneficiary of his entitlements upon transition.

“Notional Promotion” means elevation to a higher grade with no immediate financial benefit. However, it allows for retention of the seniority.

“Passages” means the expenses incurred by the University on the transportation and baggages of staff and family on the assumption of duty and when he finally leaves service.

“Permanent Employee” means an employee whose appointment has been ratified by Council.

“Principal Officer” means the Chancellor, Pro-Chancellor, Vice-Chancellor, Deputy Vice-Chancellor, Registrar, Bursar and University Librarian.

“Promotions” means elevation of employee to higher grade and status based on merit. Such merit is assessed partly but not completely on character and efficient performance of the employee in his current position. More importantly, promotion is based on the assessed overall ability for the higher post by reference to the overall requirements of the higher post. All promotions take effect from 1st October of every year.

“Registered Domicile” means in case of a Nigerian employee, the place within Nigeria, which on appointment, the employee declared to be his home. An employee shall not change his documented domicile unless otherwise approved by the Vice-Chancellor.

“Registrar” means the Registrar of the University or any person appointed by the University authority to act in that capacity.

“Semester” means the sub-division of a session/year of study into two parts.

“Senate” means the Senate of Plateau State University, Bokokos.

“Senior Staff” means all staff of the University on CONTISS 6/CONUASS 1 and above.

“Suspension” means temporary removal of a staff from office. Such removal from office shall be for a period not exceeding three (3) months and shall be without pay.

“Session” or **“Academic Year”** means the period of 1st October of one year to 30th September of the following year.

“Temporary Employee” means an employee who is not on permanent appointment with the University.

“Tenure Appointment” means pensionable appointment subject to satisfying relevant conditions.

“Termination” means cessation of a staff’s service from the services of the University, usually as a result of misconduct or inefficiency.

“University Disciplinary Committee” means the Staff Disciplinary Committee, which shall try out cases of misconduct preferred against a staff.

“University” means Plateau State University, Bokokos as established by Law.

“Vice-Chancellor” means the Vice-Chancellor of Plateau State University, Bokokos, as appointed according to Plateau State University Statutes.

SECTION II: APPOINTMENTS

1. TYPES OF APPOINTMENTS

Tenure Appointments

Temporary Full-Time Appointment

Temporary Part-Time Appointments

Full-Time Appointments

Acting Appointments

Temporary Month-to-Month Appointments

Contract Appointments

Visiting Appointments

Honourary Appointments

2. TERMS OF AND CONDITIONS OF APPOINTMENTS

Tenure Appointments

Nigerians are eligible for tenure appointment provided they are:

Not below the age of 18 years or above the age of 65 years, or as may be determined by government from time-to-time.

Not in service for more than a period of 35 years in the Public Service, or as may be determined from time-to-time.

Not retired from Public service.

Appointment to full time tenure and contract position shall be the responsibility of Council, except that the Vice-Chancellor shall be appointed by the Visitor on the recommendation of the Council. The Appointments and Promotions Committee for Senior and Junior Staff recommend such appointments of Senior and Junior staff respectively to vacant posts to Council (for Senior staff) and to the Vice-Chancellor (for Junior staff).

In the absence of Council, notification of vacancy for appointment(s) of Principal Officer(s) is made to the Visitor by the Vice-Chancellor through the Secretary to the State Government, who shall after due process appoint such officers in an Acting capacity and subject to ratification by Council.

Temporary Full-Time Appointments

The Vice-Chancellor shall have the power to make temporary full-time appointments of senior staff to vacant posts for a maximum period of 12 months pending application of laid down procedure for interviews and final assessment of qualifications of the candidates.

A temporary appointment may be extended for another 12 months or more depending on the recommendation of the Head of Department.

A temporary full-time appointment may be terminated by notice of one month or payment of one month salary in lieu of notice by either the University or the person appointed.

Temporary Part-Time Appointments

The Vice-Chancellor shall have the power to make temporary part-time appointments of senior staff as long as such services are required.

The rate of payment shall be determined by the Vice-Chancellor in consultation with the person appointed.

A temporary part-time appointment may be terminated by the person appointed or by the University by giving one month notice or one month salary in lieu of notice by either party.

Full-Time Appointment

The University Appointments and Promotions Committee has the power to recommend full-time tenure appointments to vacant posts to Council for approval.

All staff on full-time appointment shall not engage in any gainful occupation or employment unless otherwise provided by law.

Any Staff who desires to engage in any gainful occupation shall obtain approval from the University.

Acting Appointment

A staff may be appointed to act in a grade immediately higher than his substantive rank. In that case he shall draw an acting allowance as contained in Section IV (c).

Where a substantive holder is on Casual leave, sick leave, acting appointment shall not be recommended or allowed.

A staff acting on a substantive post shall not be regarded as relinquishing the duties and responsibilities of his acting appointment by proceeding on casual leave or any type of leave, provided it is not necessary during any such leave to appoint another staff to act in the duty post in question.

All Acting appointments shall be for a period of one (1) year subject to renewal by the Council as recommended by the Vice-Chancellor.

Temporary Month-to-Month Appointments

The Registrar in consultation with the Vice-Chancellor shall have power to make month-to-month appointments of junior staff to vacant positions for a maximum of 12 months pending application of laid down procedures of interviews and final assessment of the candidate.

A month-to-month appointment may be extended for another 12 months or more on the recommendation of the Head of Department.

Contract Appointments

Non-Nigerian shall be appointed on contract and Nigerian retired officers may be re-engaged as contract staff without contract additions.

Nigerians not being retired officers above the age of 55 years may be appointed.

By a mutual agreement, the period of contract may be extended or renewed based on the recommendation of the relevant Head of Department and approved by Council or by the Visitor in the absence of Council.

Visiting Appointments

A visiting appointment shall be for a period of 12 months to members of senior staff of other Universities or similar institutions joining Plateau State University, Boko on sabbatical leave, research leave, administrative fellowship, etc.

The appointment is temporary, full-time or part-time.

The termination of this appointment shall be by a month's notice or payment of one (1) month's salary in lieu of notice by either the University or the person appointed.

Honourary Appointments

An honorary appointment may be offered to a specialist in any field which either has a direct or incidental contribution to imparting knowledge and research programme to the University.

The appointed staff shall be entitled to a negotiated honourarium.

3. ACTING/RESPONSIBILITY ALLOWANCE

An acting allowance shall be payable to a staff on an acting capacity at rates to be approved from time to time by Council.

4. ACTING HEAD OF DEPARTMENT

Eligibility and Tenure

In a Department in which there is no Professor, the most senior staff in the Department who shall not be below the rank of a Senior Lecturer, shall be eligible for appointment as an Acting Head of Department. Lecturers below the rank of Senior Lecturer may be appointed as Coordinators of the Departments.

The Headship for the Department will be on a yearly basis up to a maximum of three years per person until there is a Professor in the Department.

Responsibility

An Acting Head of Department is responsible through the Dean to the Vice-Chancellor for the smooth running of his Department. He shall; exercise the same functions and responsibilities as that of a substantive Head of Department.

5. CESSATION OF APPOINTMENT

A staff in the established grade and in the appointment of the University may leave the University through the following methods:

Resignation by Employee

Where a staff is not entitled to gratuity or pension because he has not served for five (5) years, but he decides to leave the University by giving a minimum of three (3) months notice of his intention to leave or pay three months basic salary in-lieu of notice.

Termination by Employer

The University Council may terminate a staff's appointment at any time with three months' salary in lieu of notice. This may be because he is unable to work due to apparent ill health having been assured by the Health Board, or re-organization or rationalization.

Withdrawal from Service

Where a staff who has served for five years but less than ten years decides to leave the service in circumstances entitling him to the payment of gratuity, he is deemed to have withdrawn the said service. Withdrawal involves three months notice or three months basic salary in-lieu of notice.

Compulsory Retirement

A staff who has been found guilty of misconduct in the discharge of his duties by the University Disciplinary Committee may have his appointment determined by way of compulsory retirement if he has put in at least ten years of pensionable service.

An academic staff who is 65 years old and is not on the professorial cadre, while Professors retire at 70 years of age, shall compulsorily retire on age grounds.

A non-academic staff who is 60 years or has served for 35 years shall compulsorily retire on age grounds or length of service, whichever comes first.

6. CONTRACTUAL OBLIGATIONS

a) Hours of Work

The standard hours of work shall be forty (40) hours per week, although employees may occasionally be required to work extra hours. The working days and hours shall be Monday-Friday from 8:00am-4:00pm.

b) Drivers

For drivers, the starting time of work will be 7:00am or such other time as may be required by the employer.

c) Excess Workload

Excess workload shall be calculated according to full time equivalent formula (FTE).

d) Shift Duty

The institution may require certain categories of staff performing certain functions to work in a shift arrangement of 35 hours spread over five or six continuous days, which may include Saturdays, Sundays and Public Holidays. An employee on shift duty shall be entitled to 1 or 2 days off-duty at the end of each 5 or 6 shift days worked.

e) Punctuality

Members of staff are expected to be punctual at work. Persistent or habitual lateness is a serious misconduct, which shall attract disciplinary action.

f) Absence from Duty

Members of staff are required to be present at work during all working hours. However, where absence is unavoidable, the Head of Department must be informed by the quickest means possible. Staff who continually absents himself from work without permission or lawful excuse will be liable to disciplinary action after his Division has established that the long absence is without justification. Absence from duty for twenty (20) working days without justifiable cause will be viewed as abandonment of duty and shall lead to summary dismissal.

g) Identity Card

Identity cards are issued to all members of staff and should be carried at all times. Staff may be required to produce them for inspection at any time. It may also be necessary for staff to present their identity cards to officers when visiting other sections of the University. Staff should ensure that their identity cards are kept safely in their possession. Those who lose their cards will be obliged to pay for their replacement. Identity cards must be surrendered immediately on leaving the services of the University.

SECTION III: PROCEDURE FOR APPOINTMENTS

1. ELIGIBILITY

To be eligible for appointment, a candidate must possess such minimum requisite qualifications and experience as the University may determine.

2. VACANCIES

All vacancies other than those that may be filled by promotion or inter-departmental transfer within the University shall normally be advertised.

3. AUTHORITY

The appointment of all members of staff of the University shall be in accordance with the University's Statutes.

4. METHOD OF APPOINTMENT

Every appointment to an established post shall be made in writing by the Registrar or by any other staff authorized to act on his behalf, except in the appointment of a Principal Staff whose letter shall be signed by the Vice-Chancellor.

Appointment in the University may also be through transfer of service or by secondment from any other public service of the Federation of Nigeria.

For contract officers, the contract shall be for an initial period of 2 years and may subsequently be renewed subject to a recommendation by the Head of Department. Contract gratuity may be paid on pro-rata basis.

A Nigerian below the age of 45 who has withdrawn from a previous service may be considered for contract appointment on CONTISS 6 and above. The duration of the contract shall be 2 years in the first instance and such staff shall be eligible for contract addition and gratuity until he attains the age of 45.

A Nigerian who possesses a rare qualification and opts to be employed on contract may be so employed irrespective of age.

A contract staff who desires to renew his current contract shall 3 months to the expiration of his contract notify the University of his wish in writing.

All new appointments must be supported by birth certificates or statutory declaration of age. In no circumstances shall the date of birth recorded on appointment be altered thereafter.

A record of service shall be kept diligently for every staff of the University.

The Office of the Registrar shall be responsible for keeping up to-date records of staff of the University.

Copies of letters of appointment shall be sent to the Vice-Chancellor, the Bursar, the Internal Auditor and the Head of Department.

Where a staff holds an appointment on probation, he shall apply through his Head of Department to the Registrar three (3) months to the end of his period of probation for confirmation of his appointment.

Effective date of appointment shall be the date a staff reports for duty.

5. PROBATION

All permanent and pensionable appointments shall in the first instance be on probation for a period of two (2) years from the date of appointment.

Council may for good cause and on the recommendation of the Vice-Chancellor reduce or extend the period of probation by not more than twelve (12) months.

If at any time during the period of probation Council is satisfied that a member of staff is not suitable for service in the University, the appointment shall be terminated with three (3) months' notice or three (3) months' salary in lieu of notice in the case of senior staff and one (1) month's notice or one (1) month's salary in case of junior staff.

6. CONFIRMATION OF APPOINTMENT

All appointments to posts below the rank of Professorship made on permanent basis shall be subject to two years probation, and thereafter, subject to consideration for confirmation.

All appointments subject to confirmation shall terminate unless confirmed or extended by the Appointments and Promotions Committee.

Appointment may be either confirmed to retiring age as contained in Government circulars or extended for specified periods or terminated after due notice has been given to the member of staff concerned.

Confirmation to retiring age after the probationary service shall for the academic staff be subject to satisfactory evidence of scholarly research and teaching ability displayed by the member of staff concerned. For non-academic staff, evidence of satisfactory service and professional competence shall be required.

Any period of training, leave or study leave of six months or more granted to an employee before confirmation of his appointment shall be excluded for the purpose of calculating the two years of probation.

In deciding on confirmation of appointments, the Appointments and Promotions Committee will consider an up to-date curriculum vitae of the member of staff concerned as well as recommendations from his Dean or Head of Department.

A recommendation for non-confirmation or deferment of confirmation should be made only after the member of staff concerned has been warned of his shortcomings and has been given sufficient time to remedy this. If after this it is still necessary to recommend non-confirmation or deferment, this should be done at least three months before the date when confirmation is due.

Where extension of period of probationary service is granted, to an academic staff shall not have more than a total six (6) years nor member of administrative and technical staff more than a total of four years during which his appointment shall be confirmed or terminated.

7. CONDONATION OF APPOINTMENT

Condonation of service is allowed when a Staff proceeds on further studies aimed at enhancing his knowledge to develop himself and it should not be allowed for more than five (5) years.

8. CESSATION OF APPOINTMENT

Appointments of staff of the University may be terminated as follows:

Tenure Appointment/Contract Appointment

By either party giving 3 months' notice in writing or 3 months' salary in lieu of notice by the staff or by the University in case of senior staff 1 month's notice in writing or 1 month's salary in lieu of notice, in case of a junior staff. In the case of teaching staff, such notice shall expire at the end of the academic year, where a staff gives notice to retire:

Under 12 months from assumption of duty, the Vice-Chancellor may require such staff to refund in part or fully the transport expenses including baggage grant incurred by the University on the officers' assumption of duty.

Under 6 months, after his return from a home leave, the Vice-Chancellor may require such staff to refund the expenses incurred by the University on the home leave. Any contract appointment terminated prematurely by a staff may result in loss of gratuity or passages or both. The staff will be entitled to his leave/transport grant where he has not received it for the year his appointment is terminated, provided he has served at least 6 months into the year of cessation of appointment.

Temporary Full-time/Contract Appointment

A temporary full-time/contract appointment may be terminated by the University or the staff appointed by giving 1 month's notice in writing or 1 month's salary in lieu of notice.

Honourary Appointment/Temporary Part-Time Appointment

The appointment may be determined by one month's notice in writing only by either party.

Redundant Staff

The University may determine the appointment of any staff by reason of redundancy, retrenchment or rationalization. In any of these cases, the staff affected will be entitled to their full terminal benefits in accordance with the Statutes of the University.

Any concerned staff may, within 21 days of notification of his termination, appeal in writing against his termination in the first instance to the Vice-Chancellor who shall cause the case to be reviewed where the appeal is rejected, the staff may appeal through the Registrar to the Council within 14 days of being informed of the rejection.

9. ENTITLEMENTS OF PRINCIPAL OFFICERS AT COMPLETION OF TENURE

Principal Officers (the Vice-Chancellor, Registrar, Bursar and Librarian) are entitled to the following benefits as severance at the completion of their tenure.

Vice-Chancellor

Terminal salary

- Basic Salary
- Housing allowance
- Transport allowance
- Meal subsidy
- Entertainment allowance
- Utility allowance
- Number of domestic servants and their emoluments (as former Vice-Chancellor)

Gratuity

Pension (as may be determined by existing Government circulars)

Six months full salary in-lieu of notice (if service terminated)

1-year Sabbatical Leave

Outstanding leave days commuted to cash

42 days terminal leave commuted to cash

For those who did not complete their tenure, one (1) year sabbatical leave commuted to cash provided the Staff has served for at least 2 years in that capacity from date of appointment.

One (1) Vice-Chancellor's official car free.

Registrar, Bursar and Librarian

Terminal salary

- Basic salary
- Housing allowance
- Transport allowance
- Meal subsidy
- Utility allowance
- Number of domestic servants and their emoluments

Gratuity

Pension full salary (net) as may be decided by Government policy

Six months full salary in lieu of notice

One year sabbatical leave provided the staff has served for at least 3 years.

Outstanding leave days commuted to cash

30 days terminal leave commuted to cash, and

Staff's official car boarded at net book value.

B) If the services of a Principal Staff (Vice-Chancellor, Registrar, Bursar or Librarian) on tenure appointment is terminated other than on grounds of misconduct or inefficiency and without notice in accordance with the provisions of this Section, the Staff shall be entitled to all the benefits of the office as specified above and as Council may decide, provided the Staff has served for not less than 2 years in that post, in the case of the Vice-Chancellor and 3 years in the case of other Principal Officers.

C) Where a Principal Officer (Vice-Chancellor, Deputy Vice-Chancellor, Registrar, Bursar and Librarian) is a member of staff of the University, on successful completion of his/her tenure, will revert back to his/her Department at the appropriate Grade. He/she will retain his/her consolidated salary (without the allowances and other fringe benefits of a Principal Officer) which will be personal to him/her.

SECTION IV: EMOLUMENTS, ALLOWANCES, PASSAGES AND BAGGAGES

1. AUTHORITY FOR PAYMENT

Application for payment of entitlement is directed to the Bursar after approval by the Vice-Chancellor or Council.

If the eligibility of a staff for payment is in doubt, the matter will be referred to the Registrar for a decision. In the event of an appeal against the decision of the Registrar, the Vice-Chancellor's decision shall be final except in cases where further appeal is made to Council.

2. PAYMENT OF SALARIES

Salaries are paid monthly.

The salary of a staff is to be determined with due regard to his qualification and experience specified for his post.

3. ANNUAL INCREMENT

Salary increment shall be made once a year with effect from 1st October of every year.

Any deferment, withholding or suspension of salary increment as a disciplinary measure must be approved by Council based on the recommendation of the Vice-Chancellor for Senior staff and Registrar in the case of Junior staff.

A staff can only enjoy salary increment, if he has not reached the last step on his salary grade level.

4. ALLOWANCES

A. General

Certain categories of allowances are payable to designated staff members of the University. The allowances are to be approved subject to review by Council periodically.

These allowances are:

Responsibility allowance

Acting allowance

Local Transport/Travelling allowance/Duty Tour allowance

Housing allowance

Disturbance allowance

Local Training allowance

Overseas Subsistence allowance (Estacode)

Hazard allowance

Professional Association allowance

Journal allowance

Entertainment allowance

Kilometer allowance

Guest Allowance

Shift Duty allowance

Learned conference allowance

Sitting allowance

Overtime allowance/Excess workload

Field Trip/Industrial supervision allowance

Accident Free Bonus

B. Responsibility Allowance

Responsibility allowance as approved by Council shall be paid to Principal Officers and other designated officers as listed below:

Vice-Chancellor

Deputy Vice-Chancellor

Registrar

Bursar

Librarian

Deans/Directors of Service Department

Heads of Departments

Heads of Non-Academic Divisions/Units

Coordinators

Deputy Deans

Examination Officers

And others as may be approved from time-to-time

No person shall be entitled to draw more than one responsibility allowance. Where a staff holds more than one office which attracts responsibility allowances, he shall accordingly be entitled to draw the highest of the allowances to the office concerned.

A person appointed in an acting capacity to an office, which attracts responsibility allowance, shall be entitled to the payment of the allowance if he acts in the office for up to one month.

C. Acting Allowance

Where a staff is appointed in an acting capacity to a position which attracts a basic salary one grade level higher than his substantive post, he shall draw an acting allowance equal to the difference between his substantive salary and the minimum salary of the post in which he is acting.

Where the Staff is acting in a post which attracts salary more than one salary grade level above his substantive rank, acting allowance shall be based on the minimum salary of the grade level next higher than that of his substantive rank, or shall be paid 30% of the difference between his substantive salary and the minimum salary of the post in which he is acting whichever is higher.

D. Local Transport/Travelling Allowance/Duty Tour Allowance

i. A staff member travelling within Nigeria on approved official duty on behalf of the University shall be entitled to local transport travelling allowance, night allowance and other incidental allowances approved by Council.

ii. Kilometre allowance

Where a staff member uses his car or public transport for official duties, he shall be entitled to kilometer allowance for both local running and journey undertaken outside the station at the rate approved by Council.

Kilometre allowance shall not be payable for use of a staff member's car for his transportation between his residence and the office.

E. Housing Allowance

A staff member on CONTISS 06/CONUASS 01 and above who is entitled to University accommodation and is not so provided shall be entitled to housing allowance at a percentage of his salary approved by Council.

Staff members provided accommodation shall pay commercial rent as recommended by the Staff Welfare Committee and approved by Council.

F. Disturbance Allowance

Where a staff is posted to serve at any other station outside Bokkos in respect of the University for a period not less than six (6) months, he shall be given disturbance allowance as may be approved by Council.

G. Local Training Allowance/fees

where a staff is sent on a course of instruction locally, (i.e. Nigeria, but outside his own station) for a period in excess of 28 days and boarding and lodging are not provided by the training institutions concerned, he shall be entitled to the appropriate boarding and lodging allowance for the first 28 days as approved by Council. Thereafter, he/she may be entitled to the local course allowance and payment of course fee as approved by Council

H. Overseas Subsistence Allowance (Estacode)

Where a staff proceeds on official duty on behalf of the University abroad, subsistence allowance shall be payable as approved by Council.

I. Hazard Allowance

Members of staff whose schedule involves hazard of some sort shall be entitled to draw hazard allowance at a rate approved by Council.

J. Professional Association Allowance

Any Senior staff that belongs to one or more professional bodies or associations relevant to his discipline, shall be entitled to professional association allowances at a rate approved by Council for the professional bodies or associations subject to availability of funds.

K. Journal Allowance

A staff who subscribe to journal of professional bodies or associations shall be entitled to journal allowance at a rate approved by Council.

L. Entertainment Allowance

The Vice-Chancellor, all Principal Officers, Deans, Directors and Heads of Division/Department Deputy Deans and Coordinators shall be entitled to entertainment allowance at rates approved by Council.

M. Kilometre Allowance

Official kilometer allowance shall normally be paid in accordance with current rates approved by Council.

N. Guest Allowance

There shall be guest allowance to be paid as determined by the University from time to time. A staff is entitled to the allowance if, or, when he accommodates a guest of the University including examiners, assessors, staff on first appointment, or any other person certified by the Registrar and approved by the Vice-Chancellor as University guest.

O. Shift Duty Allowance

A staff who operate shift duty shall be entitled to shift duty allowance at the rates approved by Council.

P. Learned Conference Allowance

A staff who attends approved learned conferences shall be entitled to allowance at rates approved by Council.

Q. Honourarium

A staff who is appointed to serve on University Committees outside those related to their schedule of duties may be entitled to honourarium at rates approved by Management.

R. Overtime/Excess Workload Allowance

All non-teaching staff on CONTISS 06 to CONTISS 12 shall earn overtime allowance at rates approved by Council. However, prior approval must have been obtained from the Vice-Chancellor for these allowances to be paid.

Excess workload allowance shall be paid to the academic staff and shall be calculated according to the "Full Time Equivalent Formula" (FTE).

S. Field Trip/Industrial Supervision Allowance

These shall be paid to academic and non-academic staff who are involved in field/industrial training supervision at rates approved by Council.

T. Accident Free Bonus

A motor driver or driver/mechanic whether on the permanent establishment, temporary or daily paid, shall earn an accident free bonus of N10,000.00 per annum after he has completed one year accident free driving in the service of the University.

The term “accident” in this context means any occurrence to a vehicle being driven or handled by a motor driver or driver/mechanic whereby damage is done to property or injury done to person(s) or animal(s) at the material time.

5. LOANS

i. Eligibility for Loans’ Scheme and Procedure

Members of staff on permanent appointment and whose appointments have been confirmed shall be eligible for loan as may be recommended by the University Staff Welfare Committee and approved by Council subject to availability of funds.

A. Types of Loans

Housing Loans Scheme

The University shall operate a Housing Loan Scheme on terms and conditions as approved by the University Council subject to availability of funds.

Vehicle/Refurbishment Loan

Staff may be granted a vehicle loan for purchasing or refurbishment of vehicles at rates to be fixed from time to time by the University Council subject to availability of funds.

Tuition Loan

In accordance with staff training and development as a vital prerequisite for advancement, tuition loans may, subject to availability of funds be granted to staff to enable them attend courses provided that:

Staff apply through the Head of Department to the Registrar or his representative;

Staff produce evidence of admission or registration with an institution or competent examination body respectively;

The course or examination is relevant to the staff’s primary assignment in the University;

Senior staff may be granted tuition loan up to a maximum of N100,000.00

Furniture Loan

Staff may be granted a furniture loan at rates as stipulated hereunder:

CONTISS 6-7/CONUASS 1 = N100,000.00

CONTISS 8-9/CONUASS 2-3 = N150,000.00

CONTISS 10-13/CONUASS 4-5 = N200,000.00

CONTISS 14 and above.

CONUASS 6 and above = N250,000.00 at 2% interest flat

Housing Loan

A staff may be granted housing loan to build his own personal house up to a maximum of N2,000,000.00 repayable over a period of fifteen years at 3% interest flat.

6. SALARY ADVANCE

a) A staff may be granted salary advance subject to availability of funds. A salary advance is intended to assist a member of staff in meeting extraordinary personal or household expense.

An advance on account of a staff member's salary may be approved by the Vice-Chancellor on behalf of the University, to an employee on permanent or temporary appointment of not less than one year.

The salary advance shall be limited to a maximum of one month salary of the employee and shall be refundable in three consecutive monthly instalments deductible by the Bursar from the employee's salary. The first of such instalmental refund shall be made in the month following that in which the advance was made.

7. PASSAGES AND BAGGAGES

On Appointment, Retirement, Resignation or Termination

A staff shall be entitled to economy class air passage or first class sea passage, road or first class rail fares by the shortest direct route for himself, his wife and up to four children below the age of 18 or below the age of 21 if still undergoing full-time education. A staff on CONTISS 15/CONUASS 7 shall be entitled to economy class air passage for himself and wife; children below the age of 12 shall be entitled to travel with their parents in the same class but children aged 12 and above shall travel in the economy class.

In addition, an employee shall be entitled to baggage allowance in respect of the journey to Bokkos from his place of domicile to assume duty. If his resignation or termination of appointment takes effect while he is outside Nigeria, he shall not be entitled to passage and baggage allowance.

A staff who is searched and recruited by the University from within Nigeria to carry out a specific assignment shall be entitled to economy air passage or rail transportation from his place of residence to Bokkos or such other place as he may be assigned. If he travels in a private motor vehicle, he shall be entitled to kilometer allowance as is applicable to employees of his grade. He shall in addition, be entitled to have his personal effects transported at the expense of the University or receive an allowance equivalent in lieu thereof. The employee shall similarly be entitled to the same transportation in accordance with the terms of his appointment or Regulations.

A staff who is recruited under 7 (ii) above and who, within two months of appointment gives notice of resignation not exceeding three months, shall not be eligible for repatriation of himself and family from the University, unless due cause can be shown to the satisfaction of the Vice-Chancellor and he so approves otherwise. All such approvals granted by the Vice-Chancellor shall be reported to Council.

Payment of Passage Allowance is subject to the following rules:

A staff in respect of whom (with the family where applicable) the University has paid transport fares from outside Nigerian shall be required to serve the University for a minimum period of two years before resigning his appointment in order to be absolved from making a refund of such passages unless the employee concerned is terminated or dismissed by the University.

If such a staff resigns his appointment and leaves the services of the University within six months of his assumption of duty, such an employee shall be required to refund to the University the whole of the transport fares paid on him and the family where applicable or get his new employee to enter into an arrangement with the University to make the refund.

A staff serving the University for a period of over six months but less than one year shall be required to refund half of the passages, whilst any such employee who leaves after one year but less than two years shall be required to refund to the University a third of such passages.

The University shall, in appropriate case, and where a reasonable cause has been shown, have the discretion to waive part or all of these Regulations in respect of deserving cases made by an employee.

An employee resigning within one month of return from overseas leave will not be eligible for repatriation of himself and family unless due cause has been shown to the Vice-Chancellor for the extra expenses incurred by the University. The Vice-Chancellor will report action taken on such cases to Council.

Overseas Training Leave Passage

A member of staff granted training leave overseas shall be entitled to economy air passage for himself only, subject to availability of funds.

Vacation Leave Overseas

An expatriate employee of the University, whether on permanent or contract appointment shall be entitled to home leave every five years.

An expatriate employee proceeding on approved home leave overseas shall be entitled to passage as in Section IV (7) of this Chapter. Otherwise, the employee shall be entitled to return economy air passage or approved sea passages for himself, his wife and up to four (4) children. Where the children are below the age of 18 years but not above 21 years, they shall be entitled to passage at the University's expense, only if they are undergoing full-time education as dependants of the employee concerned.

Passages for Official University Business

Passage on University business shall be authorized by the Vice-Chancellor on behalf of Council. There shall be no family or personal baggage allowance entitlement.

Such staff travelling at University expenses or on University business is covered by the existing life insurance policy.

Passages for Staff Attending International Conferences, Seminars/Symposia

The Vice-Chancellor may approve for members of staff to attend conferences, seminars/symposia at rates of allowances approved from time to time by Council or at such other modified rates which the Vice-Chancellor deems appropriate, bearing in mind the nature of the conference and any other source of available funding. The number of days spent on such conferences shall be deducted from the annual/research leave entitlement of the staff.

Passages for an Expatriate Woman Married to a Nigerian

A female expatriate member of staff married to a Nigerian shall have the same contractual rights, obligations and privileges as are applicable to a Nigerian female member of staff provided that she has attained Nigerian citizenship. The husband's place of domicile shall, for purpose of passages regulations, be accepted as that of the wife. Consequently, an expatriate woman who married a Nigerian shall not be entitled to overseas leave or expatriate passage at the expense of the University.

MODE OF TRANSPORT

The University for the purpose of transport expenses, shall use the most direct and economical routes within and outside Nigeria.

Transport by air or rail shall be by economy class and payment for a standard bus fare between the airport and the air terminal as well as the airline fares.

Transport by road shall attract rates as may be approved from time to time by Council or a refund of transport expenses, whichever is less.

9. DECLARATION OF DOMICILE

For the purpose of payment of passages, “domicile” shall mean the place where the staff member declares to be his home and the “domicile of a married woman” is deemed to be that of her husband. Evidence may be required in respect of change of domicile.

10. BAGGAGE GRANT

Within Nigeria a baggage grant of N100,000.00 shall be paid for single and N200,000.00 shall be paid for a married couple. A similar refund may be made on final departure. In exceptional cases, additional refunds may be authorized by the Vice-Chancellor.

A staff recruited from outside Nigeria shall be paid a baggage grant of (N500,000.00) for himself and his family, regardless of whatever mode of travel is used. A similar refund may be made on final departure after a proper completion of his appointment.

In exceptional cases, additional refunds may be authorized by the Vice-Chancellor. This provision will not apply if the transport or baggage is paid for by another body or organization.

11. EXCESS BAGGAGE FOR STAFF RECRUITED OVERSEAS AND ON FINAL DEPARTURE

i) Accompanied by Air: 50 kilo excess baggage single

100 kilo excess baggage double

or

Unaccompanied by Air: 100 kilo excess baggage single

kilo excess baggage double

or

Unaccompanied by Sea: 2 cubic metres single

4 cubic metres double

12. BAGGAGE FOR STUDY FELLOWSHIP

Staff on study fellowship are entitled to baggage allowance of 200 kilo excess baggage on return.

SECTION V: PROMOTION

Promotions

Promotion means elevating a staff from one Salary Grade to another, involving a change in rank.

PROMOTION AND INCREMENT

It is the aim of Plateau State University, Boko to advance every member of staff as reasonably and as it is consistent with:

- i) His proven abilities
- ii) Available job openings

Promotion to posts in a higher grade will be decided by the Management of the Unit on the basis of merit, ability, performance, conduct, loyalty, seniority and other facts as relevant to the appointment or position under review.

The determination of ability and merit involving promotion is solely the function of the Management of the University.

Seniority will only be considered as a basis for promotion when other factors including merit are substantially equal.

In considering promotions to higher positions, ability and performance shall outweigh length of service.

Unless otherwise decided, a senior staff on promotion to higher grade shall enter at the first step in the higher grade. Where however, his current salary is higher than the first step of the grade level to which he has been promoted; his point of entry shall not be lower than what he would have earned had he been given annual increment.

2. QUALIFICATIONS AND CONDITIONS FOR PROMOTION

Candidates for promotion shall possess all the criteria, qualifications and experience required of the post for which they are being considered.

Promotion to the higher post should have been catered for during the fiscal year. Consequently, recommendation made by the Head of Department to the Appointments and Promotions Committee shall be for the purpose of establishing a prima facie case for promotion.

A Non-Academic Staff shall not be promoted unless he has attained a minimum average score of 60% in the appraisals of three consecutive assessment years and has completed not less than three years in his current grade on the 1st of October of the year the promotion takes effect.

Only candidates who have spent three years in their current grade on the 1st of October of the year the promotion takes effect are eligible to be considered for promotion.

The post of Registrar, Bursar, University Librarian and Director of Works shall be filled by appointment.

Elevation to the posts of Professor, Associate Professor and posts of equivalent grades in the Administrative and Technical Staff cadre shall be subject to advertisement.

A member of staff who is on Training Leave shall be entitled to his annual increment and promotion if he merits it.

3. ANNUAL PERFORMANCE EVALUATION REPORT (APER)

The assessment of members of staff for promotion shall take into account among, other things, the character, efficiency and devotion to duty of the staff concerned. All Heads of Departments are required to submit APER Form of staff in their Departments.

The Annual Report mentioned in 3.a above shall be filled in triplicate. One copy shall be retained by the Head of Department or the Dean in respect of an Academic Department who shall forward two copies to the Registrar. The report shall include an appraisal of the work, and character of the staff member in respect of whom it is reported for the preceding twelve months. Reports not submitted at the expiration of the deadline shall not be considered for that particular academic session.

Such reports shall before submission, be brought by the Head of Department to the notice of the members of staff in respect of whom it is reported on. The staff shall sign the report, and if he so desires, he may comment thereon for the attention of A&PC (Senior) or AP&DC (Junior) as the case may be.

4. PROMOTION MACHINERY AND RECOMMENDATION FOR PROMOTION

In respect of Academic Departments, every Faculty shall establish an Appointments and Promotions Committee consisting of the Dean as Chairman, and all Heads of Departments within the Faculty. In respect of the Academic Service Units, the Director shall be Chairman with Heads of Division as members.

The Appointments and Promotions Committee of the Faculties/Academic Services Units shall be responsible to the Appointments and Promotions Committee of the University.

Not later than the end of June every year, a Head of Department shall make recommendations for promotion in respect of staff members of his Department to the Faculty Appointments and Promotions Committee.

The Reports shall be sufficiently detailed to enable the Committee objectively assess the recommendations, which shall be submitted to the University Appointments and Promotions Committee through the Registrar.

On promotion, a staff should earn a financial benefit that is not less than the increment rate of the previous scale.

5. ACCELERATED PROMOTION

A promotion shall be deemed to be accelerated where it is effected before the employee has spent the mandatory years on the salary scale from which he is advancing based on exceptional performance.

6. NOTIONAL PROMOTION

Staff on secondment to other public service and on special assignment or professional who falls within the promotion field of selection, shall be granted notional promotion if they are judged to be worthy of promotion.

7. SELF-SPONSORSHIP FOR PROMOTION

Any member of staff who has not been recommended for promotion and who feels that his claim for promotion has been overlooked may make representation with supporting evidence through his Head of Department to A&PC (Senior) or AP&DC (Junior) as the case may be.

8. WITHDRAWAL OF PROMOTION

Promotion is not a right. After a promotion is communicated to a member of staff, the A&PC or AP&DC may suspend or defer the said promotion if it considers it necessary in the interest of the University to withdraw it. For the avoidance of doubt, the Committee may take action under this section on the grounds that the promotion previously granted was based on a mistake, or false information, or that a misconduct occurred before the promotion.

Any action of the A&PC (Senior) or AP&DC (Junior) under (a) above shall forthwith be reported to Council, and every employee affected by the said action may appeal to Council within a period of one month from the date of receipt of the notice of the Committee's decision.

9. ANNUAL INCREMENT

A member of staff who has not reached the maximum point of the Salary Grade applicable to him shall be granted an increment annually in accordance with appropriate salary scale.

An increment is granted on the understanding that an employee has attained at least the standard of efficiency and conduct that may reasonably be expected of a staff of his rank.

The incremental date of members of staff shall be the 1st of October of every year. Where a member of staff is appointed after March 30, he shall not benefit from the annual increment until the succeeding year.

Where a Head of Department is convinced that a staff has not attained requisite standard of efficiency and/or conduct, the Head of Department should take the following steps:

Indicate his observations in the appraisal form for the year of assessment.

Initiate the process of presenting the case before the appropriate Disciplinary Committee.

In other words, the Head of Department cannot unilaterally withhold or defer a staff's increment in order not to arrogate to himself the power vested in the Disciplinary Committee of Council.

Promotions are guided by:

Personal integrity and good character;

General efficiency and ability to perform;

Demonstration of administrative competence and initiative;

Good assessment of teaching and research work, as well as evidence of publications and innovations in the case of academic staff;

Staff Appointments and Promotions Guidelines;

When a staff is promoted or advanced to a higher segment or scale, he will enter the new scale at a point with a minimal increase in salary over his normal annual increment.

Promotion of every staff may, for good cause, be withheld by the University Appointments and Promotions Committee acting on behalf of Council.

However, promotion is subject to availability of vacancy and is a privilege not a right.

10. ADVANCEMENT

Advancement means raising a staff from one salary step to another within the same grade by the University as approved by Council or the Implementation of Government Circular or new career structures.

11. APPEAL

Appeals against non-promotion may be made to the University Appointments and Promotions Committee and if not satisfied with the decision of the Committee, further appeal may be made to the Governing Council following the grievances procedures.

SECTION VI: LEAVES

1. AUTHORITY TO GRANT LEAVE

Staff shall be granted leave by the Registrar on the recommendation of Heads of Department on behalf of the Vice-Chancellor.

Directors, Deans and Heads of Departments shall apply for all forms of leave to the Vice-Chancellor stating who shall look after the office/department during his leave. The Vice-Chancellor's approval shall be communicated in writing.

All periods spent on leave of absence, study leave, study fellowship, secondments, sabbatical leave, senior administrative fellowship, sick leave, etc shall not be leave earning.

2. LEAVE ENTITLEMENT

Staff on Tenure Appointment

All established staff shall be eligible for annual leave as follows:

CONTISS 1-5 -21 Calendar days

CONTISS 6-15 -30 Calendar days

CONUASS 1-7 -30 Calendar days.

Provided the staff concerned assumed duties before or by the 31st May in the first year of his appointment.

Expatriate Staff

Home Leave

Expatriate staff on contract appointment shall be entitled to 45 days home leave in every other session.

Local Leave

Expatriate staff on contract appointment shall enjoy 30 days local leave in the year they do not qualify for home leave. This does not attract leave grant.

3. ANNUAL LEAVE

Annual leave shall not be commuted to cash.

4. DEFERMENT

A leave may be deferred in the session when leave is due, by the Registrar on the recommendation of the Head of Department. The Vice-Chancellor shall approve a deferment of leave in case of a Principal Officer. All deferred leaves be taken by the 31st December of the succeeding year. Any further deferment beyond this period shall be approved by the Registrar. Any leave not officially deferred and conveyed in writing by the Registrar is deemed to have lapsed.

5. PRO-RATA LEAVE

Staff on CONTISS 3-15 or CONUASS 1-7 shall be entitled to a pro-rata leave at the rate of 3 days per month and 1 day per month for those on CONTISS 1 and 2 if his appointment commences or ends after 31st March of any year. The pro-rata leave shall be deferred and added to the succeeding leave year (see Table of Pro-rata Leave).

Pro-rata Leave Table

Months	CONTISS 1-2	CONTISS 3-15
1 Month	1 Day	3 Days
2 Months	2 Days	5 Days
3 Months	3 Days	7 Days
4 Months	4 Days	9 Days
5 Months	6 Days	11 Days
6 Months	8 Days	13 Days
7 Months	10 Days	15 Days
8 Months	12 Days	17 Days
9 Months	12 Days	19 Days
10 Months	14 Days	21 Days

6. OTHER LEAVES

a) Casual Leave

Junior staff may be granted a casual leave and special leave in the case of senior staff for a maximum of 7 days per annum by the Registrar provided the staff has exhausted all his leave entitlements for that year. Any casual leave taken before the annual leave of that year is exhausted, shall be deducted from the annual leave of that year.

The staff may not make any financial claims from the University.

b) Pilgrimage Leave

Staff may be granted leave for pilgrimage where applicable.

Staff annual leave shall form part of the leave in the year in which the pilgrimage is approved.

Sport Leave

Staff may be granted a leave for sporting contest involving the University.

The leave shall not count against a staff's leave.

Conference Leave

Staff may be granted a leave for the least necessary period to attend approved conferences or meetings of Trade Unions, Associations, etc, provided:

The absence of a member of staff shall not interfere unduly with his primary assignment.

Staff shall not make any financial claims from the University.

Examination Leave

All staff are entitled to examination leave.

All senior academic staff shall apply through the Head of Department to the Vice-Chancellor whose approval shall be communicated in writing.

Research Leave

A research leave of 26 days may be granted to all senior staff by the Vice-Chancellor on the recommendation of the Head of Department.

Terminal Leave

Staff shall be entitled to a terminal leave at the expiration of his service within the University as follows:

4-9 years = 7 days

10-14 years = 14 days

Over 15 years = 28 days

7. SABBATICAL LEAVE

The Aim

The purpose of sabbatical leave is to allow academic staff of long standing in the University to undertake new lines of research and study for self-improvement and /or to consolidate in area of previous study. This may be taken in or outside Nigeria.

Categories of Staff Entitled to Sabbatical Leave

All academic staff on tenure and confirmed appointment from the rank of Senior Lecturer and above, and Senior non-teaching staff on CONTISS 13 and above shall be entitled to Sabbatical Leave.

Former Vice-Chancellors are entitled to take sabbatical leave immediately following completion of their terms of office.

Contract or visiting academic staff are not entitled to sabbatical leave.

All former Principal Officers at the end of their tenure.

Qualification and Eligibility

To qualify for sabbatical leave, the following conditions apply:

Sabbatical leave may be granted to staff after six years continuous unbroken service in the University.

Where the staff is on a transfer of service, he shall have served the University for six years.

Without prejudice to Section 7(c)(i) of this provision in the case of the Vice-Chancellor, he shall have served for not less than 2 years in the post from the date of appointment.

Staff applying for sabbatical leave must have an acceptable programme of work approved by the Vice-Chancellor.

The Director, Dean and /or Head of Department must certify that the staff can be spared to take the sabbatical leave without engagement of a substitute for the duration of the period as the case may be.

Staff shall produce an acceptable guarantor who shall be held responsible for any case of financial indebtedness or default and such a guarantor must have served the University for not less than 5 years.

Benefits/Entitlements

Staff on sabbatical are entitled to:

Full salary and other fringe benefits as may be approved by the University from time to time for the duration of the sabbatical leave.

Return passage to the approved place for sabbatical leave, for the staff, his spouse, and up to 3 children outside Nigeria and 4 children if within Nigeria below the age of 18 years and are not married.

Retention of University quarters by the staff for the duration of the sabbatical leave paying the normal rent.

Additional remuneration allowances he may negotiate with his host institution where he is spending the sabbatical leave.

Obligations of Staff

Staff shall resume duty immediately at the expiration of the sabbatical leave.

On return, the staff shall submit a Formal Report on academic work done during Sabbatical Leave through the Vice-Chancellor to Senate.

Staff shall serve the University for at least one year following the end of the Sabbatical Leave.

Penalty

A staff granted Sabbatical Leave and where he fails to return to the University at the expiration of the leave without the prior agreement of the University shall be regarded as having been absent from duty for the period of leave and shall have his appointment terminated by the Vice-Chancellor without notice.

The University shall recover all expenses incurred on the staff including salaries and allowances either directly from the staff or through his guarantor.

8. SENIOR ADMINISTRATIVE FELLOWSHIP

a) Eligibility

All senior administrative staff of Registry and Bursary shall be entitled to 12 months Senior Staff Fellowship to enable them learn new concepts and tools about the University administration in or outside Nigeria provided:

He is on the administrative cadre from the rank of Administrative Staff to Registrar in the case of Registry staff; and from the rank of Accountant II to Bursar in the case of Bursary staff.

Staff is on tenure and confirmed appointment.

Staff must have maintained six years continuous/unbroken service in the University.

Staff on transfer provides evidence of acceptance by a collaborating body.

Staff provides evidence of acceptance by a collaborating body.

Staff is recommended for the fellowship by the Registrar or Bursar as the case may be.

Staff produces an acceptable guarantor whose responsibilities it shall be as in the case of sabbatical leave.

b) Obligations, Benefits and Penalty of Fellowship

All benefits or entitlements, obligations of staff and penalties are as applicable in the relevant provisions of Section 7(d-f).

c) Long-Term Courses

Study fellowship may be granted to senior staff in order:

To improve upon his qualification.

To enable him have access to facilities not available locally for the write up of thesis for higher degrees.

To enable staff refresh his knowledge by contacts with work being conducted elsewhere.

9. STUDY FELLOWSHIP

Conditions for Award of Study Fellowship

Study fellowship may be granted by the Vice-Chancellor on the recommendation of the Head of Department upon application by the staff provided:

The Vice-Chancellor approved the programmes as relevant to the functions of the staff.

The staff has valid admission at an institution acceptable to the University.

The staff shall have spent at least 2 years in the service since first appointment or return from study fellowship except where the nature of the staff's duties requires otherwise.

The staff provides evidence of external sponsorship except in courses within Nigeria.

The Head of Department recommends that the staff member can be spared without a replacement by the University.

Benefits of the Award

Staff awarded a study fellowship shall be entitled to the following benefits:

Full salary with increments at normal University rate.

Staff shall continue to be on the University pension scheme.

A subsistence allowance at a rate approved by the University from time to time.

A Baggage Grant under Passages Regulations.

A return economy class air passage for staff, spouse, 3 children outside Nigeria and four (4) within Nigeria.

Payment of tuition, examination fees and research expenses.

Payment of book allowance at the rate of N50,000.00 per annum or as may be approved by the University from time-to-time.

Thesis allowance may be paid to staff at the rates to be approved by the University from time to time.

Payment of medical insurance (excluding maternity leave) as may be approved by the University.

Staff may be promoted as far as up to the rank of Lecturer I grade or its equivalent in administration during a study fellowship on the basis of satisfaction or supervisor's reports.

Obligations of Staff on Study Fellowship

Staff awarded a study fellowship shall be required to:

Accept in writing the award of study fellowship.

Sign a bond with the University and shall be bonded by the contents therein.

Return to the University to serve for twice the duration of his study fellowship on completion.

Submit a report of his studies to the University.

Deposit two copies of his thesis with the Registrar on return.

Penalty for Failure to Return to the University

Where a staff fails to return to the University, the Vice-Chancellor shall terminate his appointment without notice and the University shall recover the cost of training including salaries and allowances from the staff.

10. SHORT COURSES

The Vice-Chancellor, on the recommendation of the Staff Development Committee shall award a study fellowship for a short term course of not more than three (3) months to senior staff.

The conditions of award, benefits and penalties herein are as applicable under study fellowship for long term course in relevant Sections of this regulation.

A member of staff who has been in continuous employment of the University for three sessions, except for normal vacation leave, may apply for study leave for the purpose of engaging in study and research either for the acquisition of higher degree, professional qualification or intellectual.

Study leave shall normally be granted for a period not exceeding six months. Applications for study leave in excess of six months, or the extension of study leave beyond six months may be granted only in very special circumstances on the recommendation of the Head of Department, supported by the Dean as may be appropriate. **Under no circumstances shall study leave be granted for more than one session.**

A member of staff granted study leave for a period not exceeding six (6) months shall be entitled to his full salary and allowances.

Regular Training Courses

The University shall not award a study fellowship for first degree, professional Diploma and Certificate courses to Senior staff of the University.

Senior staff may be granted a leave without pay to do these courses at the discretion of the University on the recommendation of the Head of Department concerned.

Junior staff may be granted study fellowship by the Junior Staff Training Committee as necessary.

Graduate Assistantship

The University shall appoint a Graduate Assistant subject to vacancy within an accepted plan for staff development of the Department.

A Graduate Assistant shall be on a training post until he obtains his Masters degree within three (3) years. If he is unable to get his Masters within three (3) years the appointment shall be terminated.

A Graduate Assistant shall be allowed to do his Masters course on full time basis in the first year and on part time basis from the second year of studies.

A Graduate Assistant shall put in a maximum of 6 hours a week teaching in the Department.

11. SECONDMENT

Conditions for Secondment

A staff wishing to be seconded from the University to another organization shall apply in writing through the Head of Department to the Vice-Chancellor who may approve on behalf of Council provided:

The Organization is a scheduled service.

The Organization undertakes to remit 25% of the staff notional salary to the University throughout the period of the secondment as their contribution towards the staff's retirement benefits.

The Organization undertakes to deduct the staff's salary and remit same to the University any outstanding loan and/or advance against the staff.

Duration of Secondment

The secondment shall be for a period of 2 years in the first instance and further extension of 2 years after which no further extension shall be granted in which case a staff shall be required to return to the University or transfer his service to the seconded organization.

Benefits of Secondment

Staff on secondment are eligible for promotion provided:

The Organization to which he is seconded is a University or a similar institution.

The staff is engaged in a similar occupation as his original occupation with the University.

The seconded employer recommends him for promotion based on proven merit.

His promotion may be subject to his satisfying the general promotion guidelines of the University.

12. LEAVE OF ABSENCE

Application for Leave of Absence

Staff may apply for a leave of absence through the Head of Department to the Vice-Chancellor who may approve on behalf of Council to enable the member of staff take up a special government assignment or for any other purpose approved by the University.

Condition for Leave of Absence

Staff on leave of absence shall be subject to the following conditions during the period:

No salary or salary increase.

Shall enjoy notional promotion if due within the period.

Shall vacate office or residential accommodation in the University during the period of absence.

No Leave and Leave Grants.

Shall pay 10% of his University salary in order to maintain Gratuity and Pension rights.

Shall arrange to continue to settle indebtedness (if any) to the University as appropriate.

Benefits

Staff shall enjoy notional salary increment during the period of leave of absence.

Obligations of Staff on Leave of Absence

If a staff on a leave of absence is indebted to the University by way of loans and/or advance, he shall continue to pay in installments during the period of the leave of absence.

Staff are normally required to return to the University after the period of the leave of absence.

Staff shall sign an undertaking to be bound by the aforementioned conditions.

Staff shall remit 10% of their salary to the University.

Duration for Leave of Absence

A leave of absence shall be for an initial period of 2 years and renewable for another period of two (2) years after which only special extension shall be granted by Council in public interest.

Penalty for Breach of Bond

A staff who breaches his bond under Subsection 20(d) above shall have his appointment terminated by the Vice-Chancellor on behalf of Council without notice.

13. STUDY LEAVE

Study Leave without Pay

A study leave without pay may be granted to a staff to enable him undertake a full time study for which he does not qualify for a University Study Fellowship.

Conditions, Obligations and Penalty on Study Leave

Conditions, obligations and penalties for a study leave shall be applicable to the leave of absence under Subsection 12 (a-b) above except that the period spent on a study leave without pay shall be pensionable.

14. STUDY LEAVE FOR ACADEMIC STAFF

Members of staff engaged in teaching or research may apply for study/training leave, leave of absence after four semesters (2 years) of service.

Application for study leave shall be sent through the Head of Department and the Dean of Faculty to the Registrar for consideration by the Training Committee. A statement outlining the programme and specifying intended place of study must accompany the application. A letter of acceptance from the proposed place of study must be attached to the application or produced as soon as possible after approval. The proposed study leave shall be forfeited, if by the 1st day of December, no admission letter is produced.

Study leave shall not necessarily be granted to every applicant who has completed four semesters (2 years) of service. Before any application can be considered, evidence shall be afforded the Committee that the applicant can be spared from his duties and that no additional expenses shall be incurred by the University, if the leave is granted, except that in the case of a Nigerian member of staff, the full cost of transport, shall be paid by the University subject to availability of funds.

For the purpose of these Regulations, study leave with pay is defined as a period of not less than one semester for research or other recognized academic purposes.

For the purpose of these Regulations, “a term of service” means any of the period into which the academic year is divided and in which an applicant for study leave has fulfilled the duties of his office including residence required, provided that if an applicant has been on leave on account of illness or other sufficient cause for part of the period, the Committee shall in its discretion decide whether or not that period shall be reckoned as a term of service.

Not more than one period of study leave shall be granted in respect of previous service, notwithstanding that the service may exceed six semesters after the first appointment or after a period of study leave has been taken. Service for the purpose of study leave shall be reckoned either from the date of appointment in the case of first application for study leave or from the date of resumption of duty after the last study leave or in-service training of at least one semester, in the case of any subsequent applications. Study leave cannot be accumulated or deferred.

Notwithstanding the provisions in vi) above, study leave for, at most, one year may be granted to a staff in respect of a continuous service of at least twelve semesters (6 years) during which no study leave has been taken or study leave for at most, two semesters (1 year) for twelve semesters (6 years) of a continuous service, provided that in either case the Head of Department concerned, so recommends.

In exceptional cases, when study leave for more than one semester is required or is required after less than four semesters (2 years) of service or does not involve the University in additional expenditure either directly or indirectly, may be considered by the Committee and such case shall be decided on its merit but where financial aid from the University is necessary, the decision to grant leave shall require the further approval of Council.

Deferment of study leave shall not be allowed. Nevertheless any leave not taken by the end of the first semester shall be forfeited and the staff concerned may reapply.

A Head of Department wishing to go on study leave shall apply to the Vice-Chancellor through the Dean of the Faculty, outlining clearly any arrangements he has made for the proper running of the Department while he is away. The Vice-Chancellor shall forward such an application to the Committee for consideration after satisfying himself of these arrangements made by such a Head of Department.

A Nigerian member of staff shall forfeit his leave allowance at the end of the academic year during which he has taken an overseas study leave with financial support paid by the University.

15. PENALTY FOR FAILURE TO RETURN TO THE UNIVERSITY

Where a staff fails to return to the University, the Vice-Chancellor shall terminate his appointment on behalf of Council without notice, and the University shall recover the cost of training him including salaries and allowances from the staff or his guarantor.

16. STUDY LEAVE WITH PAY

Study leave or study fellowship is a privilege and not a right.

Conditions: Study leave or study fellowship with pay may be granted to a staff by the University on the following conditions:

Staff shall have spent at least two (2) years in the service of the University since first appointment or return from study leave or study fellowship.

The appropriate Head of Department is satisfied that the staff can be spared without a paid replacement.

The staff's desired course of study or research must be relevant to the needs of the University and is designed to enhance his or her job performance.

Staff must seek admission from a recognized Institution.

The staff's willingness to enter into a bond to serve the University at the rate of two years for every year of absence of study or research.

Approval of study leave or study fellowship shall depend on the provision for staff development in the Budgetary Estimate for that year.

A staff on study leave or study fellowship shall not change the course, place or institution for which the leave or fellowship was granted without prior written approval of the University. Failure to comply with this shall constitute misconduct and render the staff liable among other things, to withdrawal of the leave or fellowship.

A staff failing to return to work after the expiration of the course or research without reasonable excuse and prior arrangement of the University would be regarded as having been absent from duty for the whole period of the leave or fellowship. He shall be liable to refund all expenses including his salary and allowances for the period of absence on the said leave.

Any staff who abandons a course of training or study sponsored by the University shall be required to refund the total cost incurred on him for the training.

Any staff on an approved programme of study or training shall ensure that annual reports of his progress are sent by his supervisor to the University.

Any other condition(s) stipulated in the Trainee Agreement Form/Bond.

Entitlements

Any staff on study leave or study fellowship with pay shall be entitled to the following benefits:

Full salary and allowances throughout the duration of the course for a period not exceeding 24 months for Masters or 36 months for Ph.D programme.

Extension of one year could be granted where a staff is unable to complete his course due to ill-health, failure in examination or inability to complete project on record time and any circumstances in the training institution, which is due to no fault of the staff, that makes completion of the course not possible in record time.

Course allowance and other related allowances.

His services shall be continuous for the purpose of pension and gratuity.

Approved fees by the University Management.

Promotion along with colleagues in order to maintain seniority.

Where a member of staff shows evidence of successful completion of and approved course of study, which is relevant to his duties in the University, he/she shall be placed on the appropriate salary scale based on his newly acquired qualification effective from the date of certification. If, however, he/she is already appropriately placed or enjoying a higher scale, he shall be given 2 steps higher.

17. CONDITIONS FOR LEAVE OF ABSENCE

Regulations Governing Leave of Absence and Supplementation (Non-Teaching Staff)

There are two categories of leave of absence (without pay):

Leave of absence granted staff in order to take up public/national appointment.

Leave of absence granted staff to pursue academic professional courses (but not a basic course e.g. ND, HND, First Degree).

Note: Period spent on study leave, study Fellowship, sick leave or leave of absence shall not be leave-earning.

Subject to the convenience and recommendation of the Dean/Head of Department, leave of absence shall be granted in the following circumstances:

For study, where study leave with pay cannot be granted.

For temporary appointment within the public service.

For temporary appointment outside public service where the University may permit.

For other reasons acceptable to the management of the University, excluding gainful employment.

Leave of absence shall not exceed one year in the first instance and renewable yearly up to four years for those in public service and three years for others. Thereafter the staff concerned shall either return to his post or leave the service of the University.

A confirmed member of staff who has been in continuous employment of the University for three sessions may apply for leave of absence for the purpose of engaging in training for acquisition of higher qualification and/or intellectual development provided such programme is being undertaken in a Nigerian University.

Where such leave is intended to enable staff concerned to take on paid employment, he shall be liable to pay the University 10% of his basic salary in order to maintain his pension rights, provided that if the employment is to be undertaken within an approved public service in Nigeria, the liability shall be waived by the Appointments and Promotions Committee.

Procedure for Application

Application for leave of absence shall be addressed to the Vice-Chancellor through the Head of Department/Dean and the Registrar.

18 MATERNITY LEAVE

i. Maternity leave is the authorised absence from duty of a serving female officer granted by a superior officer on account of pregnancy covering the prenatal and postnatal periods.

ii. Pregnant staff are entitled to 16 weeks maternity leave at a stretch beginning not less than 4 weeks from the expected date of delivery with full pay. A medical certificate showing the expected date of confinement must be presented not less than two months before that date. The Annual leave for that year will, however, be regarded as part of the maternity leave. Where this Annual leave has already been enjoyed before the grant of maternity leave, that part of the maternity leave equivalent to the annual leave will be without pay.

iii. Any female officer who is nursing a child shall be granted two hours off-duty every day. This facility shall be granted up to a maximum period of six months from the date she resumes duty from the maternity leave.

19. SICK LEAVE

A member of staff may be allowed sick leave or invalidation with full pay up to a total of twelve (12) months on the basis of presentation of a medical certificate issued by the Director of Health Services or a medical practitioner approved by the Director of Health Services.

Sick leave in excess of twelve (12) months shall be with half pay unless the Appointments and Promotions Committee approves full pay after considering a report on the case from the Director of Health Services.

If an employee has been ill for more than twelve (12) months, such cases shall be reported to Council by the Vice-Chancellor.

20. LEAVE FOR EXPATRIATE OFFICERS

For every completed one month in service, an expatriate staff shall be entitled to three (3) days of leave on pro-rata basis. In addition, he shall be entitled to four (4) days traveling time when he goes on leave.

SECTION VII: PENSION AND GRATUITY

1. PAYMENT OF PENSIONS AND GRATUITIES

Pension and gratuity at the rates prescribed by the Pension Act 2004 or any amendment thereafter shall become payable to a staff if one of the following events occur:

On retirement or withdrawal from the public service after serving for 10 years or more, but pension earned will not be due for payment until the staff attains the age of 45.

Staff who are retired from the service in the public interest after serving for ten years or more, are entitled to the payment of pension immediately on retirement, irrespective of their age at retirement.

When a properly constituted Medical Board has pronounced that a staff is not suitable for further service on health grounds.

If a staff is totally or permanently disabled while in the University service.

On abolition of office.

If a staff is required by the University Council to withdraw or retire from the service in the public interest.

On compulsory retirement for the purpose of facilitating improvements in the organization of a Faculty/Department so that greater efficiency or economy may be effected.

DEATH BENEFITS

If a staff who has completed 10 or more years in the University service dies, his registered next-of kin/designated survivors will be entitled to a year's salary of the deceased staff as gratuity plus a pension the staff would have been awarded had he retired on the date of his death. The pension will be payable for 5 years after the death of the staff, provided that if the staff has served for 10 years, his designated survivors will be entitled to only a year's salary as gratuity at the existing rates.

For the purpose of these Regulations, the registered next of kin/designated survivors are those whose names are furnished on the record of service kept in the Records Office of the Registry, or by the staff himself in writing to the University Registrar before his death.

PENSION AND GRATUITY WHERE STAFF DIES IN COURSE OF EMPLOYMENT

Where a staff dies in the course of his employment and without his own fault, there shall be paid to his next of kin or designated survivors a gratuity to which the staff would have been entitled to at the date of his death plus payment of pension to his wife for life, if not married and of good behavior or to his children until they attain 21 years, on presentation of letter of Administration of Will.

For the purpose of these Regulations, the pension payable to wife/wives and the children will be as follows:

To a wife or wives a pension not exceeding one third of his accrued pension.

To each child one-ninth of his accrued pension subject to a maximum of six children while they are under 21 years; or if female, while they are unmarried before the age of 21 years.

COMPUTATION OF PENSION BENEFIT/GRATUITY

(The Table is extracted from the Trust Deed of the University Pension Scheme)

If a staff retires from the service of the University in one of the circumstances described in Section 7 of the Regulations and provided that he has served the qualifying period for pension, he shall be entitled from the Pension Fund to a lump sum gratuity and a Pension which shall be payable monthly for the remainder of his life time.

The lump sum gratuity and annual amount of Pension referred to in the proceeding paragraph of this Rule shall be as tabulated below.

Formula for Pension and Gratuity Calculation

(Based on Percentage of Final Salary in Respect of

Retirement after 1-1-1988)

Annexure to Regulations for the award of pensions and gratuity/formula for calculation of pension and gratuity based on percentage of final salary.

Years of Qualifying Service	Gratuity as percentage of Final Total Emolument	Pension as Percentage of Final Emoluments
5	100	-
6	108	-
7	116	-

8	124	-
9	132	-
10	100	30
11	108	32
12	116	34
13	124	36
14	132	38
15	140	40
16	148	42
17	156	44
18	164	46
19	172	48
20	180	50
21	188	52
22	196	54
23	204	56
24	212	58
25	220	60
26	228	62
27	236	64
28	244	66
29	252	68
30	260	70
31	268	72
32	276	74

33	284	76
34	292	78
35	300	80

Note: Any part of a year that is more than six (6) months shall be the purpose of this Schedule be regarded as a complete. This table shall be paid according to the latest previous government rate.

This Table will cease to have effect when the University adopts the contributory Pensions Scheme under the 2004 Pension Act.

FUNERAL RITES OF DECEASED STAFF

Where an employee dies in the service of the University, the University shall bear part of the responsibility of the funeral arrangements including a coffin and others as contained in the relevant Circulars.

INJURY PENSION

If a staff is injured during the course of his employment and without his own fault, he shall be granted pension at the following rates with effect from the date he sustains the injury.

Degree of Incapacity Rates for Payment

30% - 49% - 10% of pension at the date of injury

50% - 69% - 15% of pension at the date of injury

70% and above - 30% of pension at the date of injury

This is provided that if the staff's retirement is necessitated or materially accelerated by the injury and he has not completed the minimum period of ten (10) years qualifying him for pension, he may be granted in lieu of a gratuity stipulated in Regulation 1 above, a pension calculated on pro-rata basis, at the rate of 3% of his salary for every one year served.

FIVE YEARS PENSION GUARANTEE AFTER RETIREMENT

If a staff dies within five years of his retirement, his designated survivor(s) shall be entitled to the pension awarded to the staff until the fifth anniversary of the date of his death.

PAYMENT OF BENEFITS TO ESTATE OF OFFICERS

Where within one year of the disappearance of a staff, a Board of Enquiry set up by the Council is able to conclude that the staff who is reported missing is dead, his estate may be paid the benefits; even though the law presumes a man to be dead if nothing is known or heard of him after seven years of his disappearance.

CONTINUOUS PUBLIC SERVICE

For the purpose of computation and payment of benefits under these Regulations, 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 Head of Civil Service of the Federation on representations made by the University may be disregarded.

ABOLITION OF OFFICE

If due to re-organization in a Department/Faculty, it is considered necessary to abolish or scrap an office and the incumbent cannot be offered a suitable alternative post, he shall be called upon by the University Council to retire and shall be entitled to, in addition to awards payable under this Rule, a compensation of 10% of Pension and Gratuity for premature retirement, provided that his total benefits shall not exceed 70% of his salary as pension or 300% as gratuity.

TRANSFER VALUES

If a staff transfers from one Public Service to another, the Government or the employment from which he transfers shall pay his accrued benefits as at date of the transfer to his new employer in accordance with the table of Transfer Values as approved by the Head of Civil Service of the Federation.

AWARDS NOT ASSIGNABLE OR TRANSFERRABLE

A pension or gratuity award under these Rules shall not be assignable or transferrable except for purpose of satisfying a debt due to any Government in the Federation or to an authority or institution declared as Public Service.

PERIOD OF LEAVE WITHOUT PAY

No period during which a staff shall have been absent from duty on leave without pay shall be taken into account in computing his pension and gratuity under these Regulations unless the leave without pay is for the purpose of utilizing a Government Scholarship or Bursary award or on other grounds of public policy.

TEMPORARY APPOINTMENT IMMEDIATELY FOLLOWED BY A PERMANENT APPOINTMENT

Where a staff holding a temporary or contract appointment transfers to a permanent one, the period during which he was on such an appointment will count in full for the purpose of calculating his pension and gratuity.

NOTICE OF RETIREMENT

Staff who wishes to retire from the service after serving for 10 years or more must give notice of his intention to retire in accordance with University Regulations.

VESTING OF PENSION

Pension and gratuity awarded under these Rules shall be regarded as a staff's inalienable right and shall, under no circumstances be withheld or reduced. But where an employee is dismissed from the service, such dismissal shall result in the forfeiture of his retiring benefits.

AWARDS TO STAFF ON CONTRACT OR ON SPECIAL TERMS

Staff on contract will not be eligible for the normal Gratuity and Pension Schemes operated by the University. Such officers shall, however, be entitled to the following awards:

Non-Professional Staff

Contract addition of 10% payable monthly with salary and contract gratuity of 15% payable at the end of each contract.

Professional Staff

Contract addition of 15% payable monthly with salary and contract gratuity of 15% payable at the end of each contract.

Professionals recognized by this provision are those as defined by the University from time to time

NIGERIAN EXPATRIATE SUPPLEMENTATION SCHEME (NESS)

Expatriate staff from countries of Western Europe, North America/Canada and Asia including Latin America, Africa and Australia who are in the Science based disciplines and who are in the Senior Lecturer grade and above shall benefit from NESS. This is in addition to contract addition and gratuity and the privilege of expatriating up to 75% of the total local salary.

NESS ENTITLEMENTS

This entitlement shall be payable only once as follows:

Western Europe

Professor 4,500 US Dollars

Associate Professor 4,000 US Dollars

Senior Lecturer 3,300 US Dollars

North America/Canada

Professor 6,500 US Dollars

Associate Professor 5,500 US Dollars

Senior Lecturer 3,300 US Dollars

Asia/Latin America/Africa/Australia

Professor 2,000 US Dollars

Associate Professor 1,500 US Dollars

Senior Lecturer 1,000 US Dollars

SECTION VIII: DISCIPLINE

1. DISCIPLINE

Without prejudice to the provisions of the law establishing the Plateau State University, Bokokos or any other law, sanctions shall be imposed on any staff who involves himself in an act of misconduct. For the purpose of these Regulations, misconduct means any act prejudicial to the good discipline and the proper administration of the University.

In accordance with the above definition, misconduct is broadly categorized into two (2) groups:

MISCONDUCT

Lateness to work or leaving before closing time

Loitering

Insolence

Hawking or trading while at work

Quarreling

Absence from duty without permission or reasonable excuse (truancy)

Insubordination

Fighting in the office

Negligence of duty

Loss or willful damage to University property

Sexual harassment

Fraud

Any other act of major misconduct that may be defined from time to time by the University

3. GROSS MISCONDUCT

Gross insubordination

Falsification of accounts or records

Conviction for criminal offence

Stealing, corruption and dishonesty

Aiding and abetting examination malpractice

Abscondment from duty

Forgery and or embezzlement

Sabotage against the University

Disclosure of official secrets

Engagement in full/part-time studies without permission

Act as an attorney or agent against the University

Refusal to answer query

Any other act of gross misconduct that may be defined from time to time by the University.

4. INEFFICIENCY

For the purpose of these Regulations, inefficiency connotes incompetence or ineptitude, inaction which shows that the staff is not properly discharging the duties of the office. Staff found to be inefficient, shall be liable to removal from office.

5. RESPONSIBILITY FOR DISCIPLINE

The Vice-Chancellor shall have responsibility for discipline of all staff.

In the case of junior staff, the powers of discipline shall be exercised on his behalf by the Registrar.

It shall be the duty of every superior staff as he observes any fault or shortcoming in a staff subordinate to him, to bring it to the staff's notice with a view to improving the staff's usefulness and efficiency in the service and prevent the staff from further acts of misconduct.

6. PROCEDURE AND FORMS OF DISCIPLINE

The following disciplinary actions may be taken against any of the offences and shortcomings defined as misconduct in these Regulations.

Formal/Verbal Warning/Reprimanding

Written Query/Warning

Withholding of Increment

Suspension

Interdiction

Reduction in Rank

Termination

Dismissal

Refund for Loss or Damage of University Property

Formal/Verbal Warning/Reprimanding

If in the opinion of a Head of Department a staff's work or conduct is generally unsatisfactory, the employee concerned shall be verbally warned and that should be noted in his file.

Written Query/Warning

A staff whose conduct or work is unsatisfactory shall be given a written query by the Head of Department. If the employee's explanation is considered by the Head of Department as adequate, no further action shall be taken.

If his explanation is not accepted as satisfactory, the Head of Department shall forward a copy of the query to the Registrar, who, should it be necessary, issue a written warning.

If the staff's work or conduct continues to be unsatisfactory, the Head of Department shall issue another query and if the employee's reply to the query is considered unsatisfactory, shall advise the Registrar to issue a further warning. Such warning may incorporate a reminder to the employee of the probable consequences of his continued unsatisfactory performance or conduct, such as deferment of increment or termination of appointment, etc.

If a staff has been warned on two occasions and his deficiency continues, the Registrar may take action as provided under these Regulations.

Withholding of Increment

Council may approve the withholding of increment of salary step of any staff as a disciplinary measure.

For the provisions of paragraph b(i) to apply the Dean of School/Head of Department must have given notice in writing to the member of staff concerned intimating him that his increment shall be deferred unless he shows improvement in his conduct.

A deferred/withheld increment shall not subsequently be granted retrospectively.

Suspension

If in the opinion of the Vice-Chancellor an act of misconduct has been committed which is of a serious nature that warrants a drastic punishment, the staff shall be suspended without pay.

During the period of suspension, the staff shall be summoned before the Staff Disciplinary Committee.

A staff that is suspended shall not carry out his duties in his place of work while suspension lasts.

If he is not found liable in the proceedings of the Disciplinary Committee in investigating the case, he shall be reinstated in his post. The investigation shall be concluded within 3 months of handing down the suspension.

If the suspended staff is reinstated, he shall receive his full pay.

A suspended staff may not leave his station without permission during the period of investigation. If he contravenes this provision, he shall be liable to dismissal.

A suspended staff shall leave his contact address with his Head of Department through whom the staff can be contacted whenever the need arises.

If the staff is not exonerated, appropriate disciplinary action should be taken against him.

Interdiction

Where an employee has been charged with a criminal offence, whether or not connected with the University, the Registrar may interdict him from his duties forthwith.

Formal notice of interdiction shall be given to the employee concerned in writing. The notice shall state the date of the interdiction and the reasons for such interdiction. Where an employee has been interdicted, he shall be placed on half salary.

An employee who is under interdiction shall be required to hand over all properties of the University in his possession, to the Head of Department. He shall be forbidden to carry out his duties and to visit his place of work except with the permission of the Registrar.

Where an employee under interdiction is found not guilty of all charges, he shall be reinstated and shall receive the balance of his salary for the whole period of his interdiction.

The period of interdiction shall not exceed six (6) months within which period it is expected that Council would have taken a decision on the matter.

Reduction in Rank

A staff may be reduced in rank if in the opinion of the Vice-Chancellor he is incapable of coping with the demands of his office as a disciplinary measure.

If the staff resigns as a result of his action, he resigns on his degraded rank.

Termination

An employee may have his appointment terminated by the University for unsatisfactory work, misconduct or due to reorganization in the University.

If the termination is as a result of reorganization in the institution, the University shall give the staff 3 months' notice or pay the staff his 3 months' salary in lieu of notice for senior staff and 1 month's notice or 1 month's salary in lieu of notice in case of junior staff. In addition, his accumulated leave shall be commuted to cash and paid to him along with transport grant at the current rate to his home town.

A staff may have his appointment terminated by the University on grounds of his misconduct or general inefficiency, provided that he has previously been warned in writing at least three times that his work has been unsatisfactory and that he was given the opportunity to defend himself.

If the appointment of the Vice-Chancellor or any other Principal Staff is terminated on ground other than misconduct or inefficiency, the Vice-Chancellor or Principal Officer shall be paid his full benefits as may be determined in accordance with the Statutes of the University.

Dismissal

An employee shall be dismissed for any of the following reasons, if:

He is guilty of gross misconduct after interdiction.

He fails to disclose any previous conviction at the time of first appointment.

He defrauds or attempts to defraud the University.

He is convicted of a criminal offence.

He falsifies, removes or otherwise tempers with official documents without authority.

He consciously and corruptly accepts or obtains or causes any person to accept, obtain or attempts for himself or any other person any gratification or reward for doing or intending to do any act in relation to the University affair.

A staff may be dismissed by the Council without notice or pay for an act of gross misconduct as listed above, except that a member of staff on CONTISS 1-5 may be dismissed by the Vice-Chancellor who reports to the Council thereafter.

A member of staff shall not be dismissed until he has been given the opportunity to submit a written defence through his Dean/Head of Department/Section and the case has been fully investigated.

In forwarding the representation, the Dean of School/Head of Department/Section shall send it to the Vice-Chancellor or Registrar with his comments.

Refund for Loss or Damage of University Property

If at any time the University sustains loss by reason of neglect or fault of a staff, the staff shall be liable to make good that loss or damage to the extent assessed by the Bursar or a competent person appointed by the Vice-Chancellor.

Any payments due to the staff by the University may be withheld until such loss or damage is made good.

If a loss of funds or University property occurs, the staff who discovers the loss shall report it immediately to his Dean/Head of Department/Section who in turn reports to the Bursar.

7. APPEAL

A staff who is dissatisfied with any disciplinary action taken against him shall have the right to appeal to the Vice-Chancellor and if still dissatisfied, may further appeal to the University Council. The appeal shall normally be made through the Registrar and Secretary to Council.

8. COURT ACTION

No staff shall resort to court action without exhausting the internal avenue to settling disputes, or grievances or seeking redress in the University.

9. DISCIPLINARY COMMITTEE

The composition of Staff Disciplinary Committee (SDC) for Senior staff is as follows:

a) Membership

A member of Council not being a member of University (Chairman).

Two (2) representatives of Council not being members of the University (Member).

Two (2) representatives of Council being members of Senate (Members).

One (1) representative of Council being member of Convocation (Member).

One (1) representative of Senate (Member).

The Registrar (Secretary).

In attendance

Bursar

Two (2) Administrative Officers for the Committee's Secretariat.

Any person found relevant to the case may be co-opted when the need arises.

b) Composition of Junior Staff Disciplinary Panel

Junior Staff Disciplinary Panel (to be appointed by Junior Staff Appointments, Promotions and Disciplinary Committee)

A Chairman

3 members of the AP&DC (Junior staff)

One representative of Non-Academic Staff Union (NASU)

A staff from the Establishment Division of the Registry to serve as Secretary

c) Modus Operandi of the Committee

The Committee shall adopt its own procedure of proceedings as it deems fit from time to time.

d) Terms of Reference

The Terms of Reference of the Committees shall be:

To investigate, consider and determine all disciplinary cases involving staff of the University except the Vice-Chancellor, the Deputy Vice-Chancellors, and other Principal Officers.

Subject to (i) above, to exercise, on behalf of Council, those functions of Council specified in the provision of the Plateau State University, Bokokos law.

To make recommendations to Council on any matter that will be in the interest of the proper discipline of members of staff of the University.

To report to Council from time to time.

SECTION IX: GRIEVANCES

1. GRIEVANCE PROCEDURE

Before resorting to formalizing any grievance, a staff shall take it up informally first, with the Dean of School/Head of Department and if necessary with the Vice-Chancellor any matter about which the staff feels aggrieved.

Staff shall not communicate with any outside person or agency on any matter being processed through the laid down machinery. A breach of this procedure shall be regarded as a serious act of misconduct.

Grievance relating to salary, Conditions of Service or any other matter shall be referred by the aggrieved staff to his Departmental/Sectional Head as first step.

If the aggrieved staff is not satisfied with the handling of the matter, he shall represent the matter in writing to his Dean through his Head of Department. At his own discretion, an advance copy may be forwarded to the Dean. If he is still not satisfied at this stage, the staff presents the matter to the Vice-Chancellor through the Dean. In the case of service units, like the Registry, Bursary and Library the matter moves from the Head of Department to the Vice-Chancellor.

All official communications with the Council is acceptable only after proper channels of communication have been exhausted, without success. In such a case, the aggrieved staff shall present his case to the Council through the Vice-Chancellor.

A petition shall not be unduly delayed or suppressed. It is an offence for any staff to fail to forward a petition or initiate an action within two weeks of receipt of such petition.

SECTION X: MEDICAL CARE

1. HEALTH SERVICES

The University maintains a health service for the benefit, among others, of members of staff and their families except those on casual and part-time appointment. All employees and their dependants (maximum of 4) must register with the University Health Services. Those registered would be entitled to palliative medical attention. Registration of staff dependants in the Health Centre shall be accompanied by certified identity card. All staff are encouraged to register with the National Health Insurance Scheme (NHIS).

2. BOARD OF HEALTH

There shall be a regulatory body called Board of Health which shall control all activities of the University Health Centre. The Board shall be responsible to Council through the Vice-Chancellor.

Composition

Chairman - Senior Medical Personnel / DVC

1 External member of Council - Member
Bursar (or his representative) - Member
1 Representative of Senate - Member
1 Representative of Congregation - Member
The Chairman. Medical Advisory - Member
(or his representative)
Director of Health Services - Member
Dean of Students - Member
Director of Works & Maintenance - Member
Registrar's Nominee - Member/Secretary

b) Terms of Reference

To advise Council on the general policy on health matters in the University and the implementation of such policy.

To advise the Director of Health Services on specific matters relating to health care in the University that may be brought before it.

To advise on the procurement of drugs.

To determine what policy should govern refund for drugs purchased by members of staff within the limit of the University's annual budget for health, and advise on measures for eliminating or minimizing abuses in the system of refunds.

To ensure that the Plateau State University, Bokokos directives on medical treatment abroad for staff are complied with.

To determine what policies should govern referrals for treatment of staff within the limit of the University budget.

To examine every prospective case of referrals for treatment of staff abroad after it has been ensured that all available local facilities, both in the public and the private sectors, have been exhaustively explored or utilized.

To examine, advise and implement the Health Insurance Policy for the University Community.

To ensure the good working relationship with Plateau State University, Bokokos, Teaching Hospital, especially in the medical treatment of emergencies involving staff and students of the University.

To consider other matters that may be germane to the problems of health care in the University and make recommendations to the Vice-Chancellor.

3. OVERSEAS MEDICAL EXPENSES

Any member of staff or member of his family shall be assisted with medical treatment overseas as far as the University finances may permit.

Where an employee is to proceed on medical treatment overseas, the permission of the Visitor to the University and his approval for the cost of relevant medical expenses to the extent as recommended by the Board of Health to Governing Council shall be obtained.

The recommended cost shall be submitted by the Director of Health Services through the Vice-Chancellor.

i and iii above are subject to the Condition that appropriate treatment is not available in the country.

4. PROCEDURE FOR OBTAINING OVERSEAS MEDICAL TREATMENT

All recommendations shall be forwarded to the Board of Health through the Director of Health Services.

In making recommendation for an overseas treatment, there must be evidence that suitable arrangements have been made with appropriate “external” (overseas) institution for the care of the patient by the specialist from the Teaching Hospital and confirmed by the Director of Health Services.

The approval of the Visitor shall be obtained on the recommendation of the Governing Council.

5. CONVALESCENCE PERIOD

A member of staff convalescing may be allowed a maximum of twelve months only during which time the staff receives his full salary and other benefits. Thereafter, the case shall be reviewed by the Medical Advisory Board and appropriate action taken.

6. TERMINATION OF APPOINTMENT DUE TO ILLNESS

The University Council may terminate the appointment of a staff at any time, based on the Report of the Board of Health.

PAGE * MERGEFORMAT 17