

**REGULATIONS GOVERNING THE
CONDITIONS OF APPOINTMENT AND
SERVICE**

OF

**SENIOR STAFF OF IBB UNIVERSITY, LAPAI,
NIGER STATE**

REVISED 2011

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SECTION 1

1.0 TITLE AND APPLICATION OF REGULATIONS

1.1.1 TITLE:

- (a) These regulations shall be cited as Regulations Governing the Conditions of Appointment of senior staff of Ibrahim Badamasi Babangida University, Lapai.
- (b) Where there is any inconsistency in part with the provision of the University Laws and Statutes, the Laws and Statutes shall supersede provision of the Regulations to the extent of the inconsistency.

1.2 APPLICATIONS:

- (a) These Regulations shall apply to all senior staff (as defined by Council) in all Units of the University except otherwise stated or necessitated by circumstances.
- (b) For the purpose of application, the masculine gender, he as used in these regulations refers to both male and female staff of the University.

1.3 DEFINITIONS:

- i. **Established Staff:** Means all senior staff of the University holding tenure or contract appointment.
- ii. **Senior Staff:** Means all staff of the University on CONUASS 1/1, or CONTISS 6/1 and above.
- iii. **University:** Means Ibrahim Badamasi Babangida University as incorporated by Law and Statute.
- iv. **Council:** Means the Governing Council of Ibrahim Badamasi Babangida University as established by the Law and Statute.
- v. **Vice-Chancellor:** Means the Vice-Chancellor of Ibrahim Badamasi Babangida University as appointed in accordance with the Ibrahim Badamasi Babangida University Law and Statute.
- vi. **Deputy Vice-Chancellor:** Means the Deputy Vice-Chancellor of Badamasi Babangida University as appointed in accordance with the Ibrahim Badamasi Babangida University Law and Statute.
- vii. **Registrar:** Means the Registrar of Ibrahim Badamasi Babangida University as appointed in accordance with the Ibrahim Badamasi Babangida University Law and Statute.

- viii. **Bursar:** Means the Bursar of Ibrahim Badamasi Babangida University as appointed in accordance with the Ibrahim Badamasi Babangida University Law and Statute.
- ix. **Librarian:** Means the Librarian of Ibrahim Badamasi Babangida University as appointed in accordance with the Ibrahim Badamasi Babangida University Law and Statute.
- x. **Dean:** Means the Dean of an Academic Faculty or any establishment of the University as may be appointed and designated “Dean” by the Vice-Chancellor.
- xi. **Appropriate Administrative Officer:** Means a representative of the Registrar on his behalf in any of the University unit.
- xii. **University Appointments and Promotions Committee:** Means the Committee responsible for the appointments and promotions of senior members of staff of the University.
- xiii. **University Disciplinary Committee:** Means the Staff Disciplinary Committee which shall try out cases of misconduct proffered against any member of staff.
- xiv. **Director:** Means a person appointed by the Vice-Chancellor as designated “Director” of institute, Centre or Unit of the University.
- xv. **Head of Department:** Means a person appointed by the Vice-Chancellor as designated “Head of Department”.
- xvi. **Family:** In relation to a staff member means his spouse and children up to a maximum of four for Nigerians and two 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.
- xvii. **Child:** In relation to staff member, means a natural child or an adopted child or mandated child.
- xviii. **Next-of-Kin:** Means person(s) so nominated by staff as the beneficiary of his death entitlements upon transition.
- xix. **Department:** Means any teaching, research or administrative Unit, Institute, School, Centre, Division or any other unit so recognized by the University Council.
- xx. **Leave Year:** Means the period 1st October of one year to 30th September, of the following year.
- xxi. **Financial Year:** Means the period 1st January of one year to 31st December.

- xxii. **Academic Session or Year:** Means the twelve-month period beginning from 1st October of one year and ending on 30th September for the following year or as reviewed by Senate.
- xxiii. **Semester:** Means the sub-division of the session /year of study into two parts, for each not more than seventeen weeks.
- xxiv. **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.
- xxv. **Home Leave and Visit:** This is a break for 30 days given to Expatriate Staff to travel to their home Countries. They use it to visit their Family or to take care of their personal issues at home. Academic Expatriate Staff can only utilize this break when students are not in session.
- xxvi. **University Guest:** Any person that is officially received by the University on a visit or to participate in a programme organized by the University.
- xxvii. **Co-ordinator:** An Academic Staff who is below the rank of a Senior Lecturer assigned to head a Unit, Department or Directorate.
- xxviii. **Date of Appointment:** The date, an Appointed Staff assumes duty.
- xxix. **Casual Employment:** Recruitment of staff to casually engage in labour work for specified period of days in a week. Casual Staff are not part of the University's Tenure Staff.
- xxx. **Notional Promotion:** This is offer of promotion normally effective from the date a staff has spent three years but the date of approval was communicated to the staff months/year(s) after the effective date without financial benefit.
- xxxi. **Up Grading:** It is an advancement of a staff grade level and salary at a presentation of a certificate/qualification commensurate with the approved post provided in the University Guidelines.

SECTION 2

2.1 APPOINTMENTS

- a. **Appointments are made by Council or by Appointments and Promotions Committee on behalf of Council.**
- b. **Letters of appointment are issued by Registrar to whom a letter of acceptance shall be sent.**
- c. **The date on which a member of staff will take up an appointment is a matter of agreement between him and the University, normally not exceeding six (6) months from the date of offer.**
- d. **All appointment shall be subject to satisfactory medical report.**
- e. **No person shall be eligible for appointment to any post in the University if he has:**
 - i. Been convicted for a criminal offence;
 - ii. Been dismissed or terminated on grounds of misconduct or inefficiency from any post in the University or from other establishments;
 - iii. Knowingly made a false statement when applying for a post or tempered with his credentials;
 - iv. Obtain employment by concealing a disqualification as in 1(e) sub-section (i)(iii) above, and shall, on detection, be liable to dismissal.

2.2 PROVISION IN THE UNIVERSITY ESTIMATES

Appointments and Promotions shall normally be made to established vacant post with approved designation as may be provided for in the estimates.

2.3 ESTABLISHED VACANT POST

- a. When an established vacant post is to be filled, the Registrar shall cause it to be advertised.
- b. The advertised post shall show the approved rank and salary scale and relevant qualifications in accordance with the appropriate scheme of service of the established post.
- c. Applications shall be addressed to the Registrar and applicant within the University shall apply through their Head of Department who shall forward such applications with a confidential report.

2.4 TENURE APPOINTMENT

Nigerians below the age of fifty (50) years who are not pensioners are eligible for tenure appointment.

2.5 DATE OF COMMENCEMENT

An appointment shall commence from the date the member of staff assumes duties.

2.6 DUTIES OF STAFF

- a. Staff duties shall be assigned by the Head of Department as may be prescribed by the University.
- b. For a teaching staff, the permission of the Dean through the Head of Department shall be required to undertake work away from campus during semester term-time while the Vice-Chancellor's permission shall be required for any substantial absence (more than one week) during the semester for work or other purposes.

2.7 POSTINGS

A staff shall be posted to wherever his services are considered to be most useful.

2.8 UNIFORMS

- a. A staff shall use uniforms or protective wears where it is mandatory or where the nature of his duties requires him to do so.
- b. A staff shall keep his uniforms or prospective wears in good condition.
- c. A staff shall be surcharged for neglect or willful damage to uniforms or wears where they are provided by the University.

2.9 CHANGE OF NAME

A change of name may be granted by the Vice-Chancellor, on the following conditions:-

- a. Change in marital status (as in the case of female officers) to be supported by a marriage certificate or an Affidavit sworn to before a court of law.
- b. Any other legally acceptable grounds as may be approved by the Vice-Chancellor.

2.10 PROBATION

- a. On first appointment, an established staff shall be on probation for two (2) years.

- b. After the period of probation, staff shall apply for confirmation of appointment through the Head of Department who shall recommend confirmation of the staff.

2.11 CONFIRMATION:

- a. Tenure appointment shall be confirmed after two (2) years, except in cases of deferment by the Appointments and Promotions Committee.
- b. In the case of Graduate Assistants, confirmation is subject to obtaining a master's degree within the mandatory three (3) years period.
- c. Previous services with the University as an unestablished or temporary (month to month) staff shall not be counted as part of the period of probation.
- d. Notwithstanding, subsection (a), if a member of staff is absent on study Fellowship for a part of or all of the first two (2) years from the commencement of his appointment, he shall not be eligible for confirmation until he completes the study fellowship and a total of at least two years in post at the University.
- e. Confirmation is approved by the Appointments and Promotions Committee.
- f. If confirmed, a tenure appointment shall continue until the retiring age of 65 years for academic staff and 60 years or 35 years for non-academic staff in service whichever comes first unless earlier terminated by either party. Thereafter, if mutually agreed, the member of staff may continue on a contract basis extending beyond the age of 65 years.

2.12 TENURE APPOINTMENT

- a. The Appointments and Promotions Committee shall have power to make full time tenure and contract appointments of senior staff to vacant post on behalf of Council. Conditions governing full time tenure appointments are as outlined in section 2 titled "Appointments" in these Regulations.
- b. All staff on full time appointment shall not engage in any other gainful occupations or employment without the permission of the Vice-Chancellor in writing.

2.13 TEMPORARY FULL TIME APPOINTMENT

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

- b. The appointment may be extended to another year or more, on the recommendation of the Dean through the Head of Department.
- c. A temporary full time appointment may be terminated by a notice of one month or payment in lieu by either the University or the person appointed.

2.14 TEMPORARY PART TIME APPOINTMENT

- a. The Vice-Chancellor shall have the power to make temporary part time appointment, as long as such services are required.
- b. The rate of payment shall be determined by the Vice-Chancellor.

2.15 CONTRACT APPOINTMENT

- a. Non-Nigerians shall be appointed on contract and Nigerians (retired officers) may be re-engaged on contract basis without contract addition. Nigerians not being retired officers up to the age of 55years may be appointed on contract basis and shall be entitled to contract addition.
- b. A contract appointment shall end as provided in the letter of appointment.
- c. By a mutual appointment agreement, the period of contract may be extended or renewed based on the recommendation of the Head of Department and approved by the Appointments and Promotions Committee.

2.16 VISITING APPOINTMENT

- a. A visiting appointment shall be for a period of one (1) year to members of senior staff of other Universities or similar institution joining Ibrahim Badamasi Babangida University on Sabbatical Leave or Research Leave. Payment of one (1) month salary in-lieu of notice is required for disengagement from either party within the approved period.
- b. The appointment is temporary and full-time with conditions of service as applicable to full-time appointments EXCEPT that the termination of this appointment shall be by a month's salary in-lieu of notice from either party.

2.17 HONORARY APPOINTMENT

- a. 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 of the University.

- b. The appointment is temporary and full-time with conditions of service as applicable to full-time appointments EXCEPT that the termination of this appointment shall be by a month's notice or payment of one (1) month salary in-lieu of notice from either party.

2.18 CESSATION OF APPOINTMENT

Without prejudice to section 6 of these Regulations, appointment made by the University may be terminated as follows:

- a. For tenure Appointments/Contract Appointments (Not being the Appointment of Previously Retired Officers), can be terminated.
 - i. By either party giving three (3) months notice in writing (or payment in-lieu) provided that in the case of teaching staff, such notice shall expire at the end of the academic year;
 - ii. Under twelve (12) months from the assumption of duty;
 - iii. Under six (6) months after his return from a home leave, the Vice-Chancellor may require such staff to refund in part or full the transport expenses including baggages grant received on assumption of duty in the first case and in the second case, 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.
- b. For Temporary Full-Time/Contract Appointments (being the Appointment of Previously Retired Officers) Visiting Appointment/Temporary Month-to-Month Appointments.

By either party given one month's notice in writing or payment in-lieu.

- c. Honorary Appointments/Temporary Part-Time Appointments:

Not been on regular salary, the appointment may be terminated by one month's notice in writing without payment.

- d. Any concerned staff may, within seven days of the 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 Council within seven days of being informed of the rejection.

- e. Without prejudice to subsection 18 (a)(d), the University may terminate the appointment of any staff by reason of redundancy or retrenchment or rationalization.

SECTION 3

PASSAGES AND BAGGAGES

3.1 PASSAGES

- a. Passages are the expenses incurred by the University on the transportation and baggages of senior members of staff and family on the assumption of duty and when they finally leave service.
- b. A staff is required to declare his natural children and/adopted or mandated children and dependants with evidence at the time of assumption of duty or at any good time for the purpose of payment of passages.

3.2 APPOINTMENT OF NIGERIANS

- a. On 1st appointment, payment for himself and family (as defined in section 1.3 (p) of the Regulations) from the place of recruitment or any other place as agreed to the place of work.
- b. Payment for himself and family (as defined in section 1.3 (p) of the Regulations) from the place of work to his/her domicile on retirement or withdrawal of service.

3.3 APPOINTMENT OF EXPATRIATES

- a. On 1st appointment-same as in 3.1 (i) above.
- b. Payment for himself and family (defined in section 1.3 (p) of the Regulations) from the place of work his domicile or expiry and non-renewal of contract.
- c. An expatriate staff is entitled to home leave after an accumulated period of two (2) years and payment of home passages for himself, his wife and two (2) children not above the age of 18 and who are unmarried.
- d. For a yearly contract appointment, a home leave should only be approved after accumulated contract period of two (2) years and shall be eligible for payment of home passages for himself, wife and two (2) children and who are not above the age of 18 years and who are unmarried.
- e. The University shall pay for the most direct and economical route to the staff's domicile or any other place not involving greater expenses.

3.4 BUSINESS VISIT

- a. when traveling on University business within or outside Nigeria, a staff is entitled to transport for himself only.
- b. A member of staff traveling at University expenses or on University business is covered by life insurance of twice his salary per annum.

3.5 PASSAGES TO MARRIED WOMEN

- a. A married woman (Nigerian or expatriate) shall be entitled to transport for herself, her dependent children (as per section 1.3 (p) of the Regulations) and husband provided the husband is wholly dependent on her or through some physical or mental disability.

3.6 MODE OF TRANSPORT

- a. For the purpose of transport expenses, the University shall use the most direct and economical routes within or outside Nigeria.
- b. 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 air taxes.
- c. Transport by road shall attract a current rate of N20.00 per kilometer or as may be approved from time to time by Council or a refund of transport expenses, whichever is less.

3.7 DECLARATION OF DOMICILES

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 of her husband. Evidence may be required in respect of change of domicile.

3.8 BAGGAGE GRANT

- a. Within Nigeria- a Baggage Grant of N10, 000.00 is paid for single and N20, 000.00 is paid for married couple. A similar refund may be made on final departure. In exceptional cases, refunds may be authorized by the Vice-Chancellor.
- b. Outside Nigeria- a staff recruited from outside Nigeria shall be paid a Baggage grant of N50, 000.00 for himself and his family whatever mode of travel is used. A similar refund may be made on final departure after a proper completion of his appointment.

- c. In exceptional cases, additional refund may be authorized by the Vice-Chancellor. This provision will not apply if the transport or baggages is paid for by another body or Organization.

3.9 EXCESS BAGGAGE FOR STAFF RECRUITED AND ON FINAL DEPARTURE

- a. Accompanied by Air:
 - 50 kilo excess Baggages Single
 - 100 kilo excess Baggages Double or
- b. Unaccompanied by Air:
 - 100kilo excess Baggages Single
 - 200kilo excess Baggages Double or
- c. Accompanied by Sea:
 - 2 cubic metre Single
 - 4 cubic metre Double

3.10 BAGGAGE FOR STUDY FELLOWS.

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

SECTION 4
EMOLUMENTS

4.1 AUTHORITY FOR PAYMENT:

- a. Application for payment of entitlements is made to the Bursar
- b. If the eligibility of a staff member for a 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 is appealed to and the opportunity remains for Council and its decision shall be final.

4.2 PAYMENT OF SALARIES:

- a. Salaries are paid monthly in arrears:
- b. Salaries are paid on the basis of Scheme of Service as approved by the Council.
- c. The point of entry for a staff shall be determined with due regard to his qualification and minimum experience specified for the post.

4.3 INCREMENT IN SALARIES:

- a. Staff will, for each year of additional working experience on the relevant level, be raised by one step by way of salary increment except as may be denied on disciplinary grounds or the staff being on terminal step.
- b. The increment date is 1st October of each year.
- c. Any staff who assumes duty after the 31st March in any year shall be eligible for salary increment only in the succeeding year.
- d. A Staff can only enjoy salary increment if he has not reached the last step on the scale he is serving.
- e. Any deferment, withholding or suspension of salary increment as a disciplinary measure may be approved by the Council based on the recommendation of the relevant disciplinary Committee.

SECTION 5

PROMOTION

5.1 PROMOTION:

“Promotion” means raising a staff from one salary grade to another which involves change in rank e.g Associate Professor on CONUASS 6 to Professor on CONUASS 7.

5.2 CONDITIONS FOR PROMOTION:

The conditions for promotion are stated in the Council’s Senior Staff approved Promotion Guidelines and in addition:

- a. Promotion, and Re-designation of staff are also approved by the Appointments and Promotions Committee on the recommendation of the Head of Department
- b. Promotions are with effect from 1st October of the year stated in the letter of promotion.
- c. Promotions are subject to a vacancy in the establishment to which the staff is serving.
- d. Promotion of staff are subject to confirmation of their appointments.
- e. When a staff is promoted to a higher scale, he will enter the new scale at a point awarding him with minimal increase in salary over his normal annual increment.
- f. Withheld promotion with good cause may be made by the Appointments and Promotions Committee acting on behalf of the Council, and shall not be returned with payment of arrears.

5.3 ADVANCEMENT:

Advancement means raising a staff from one salary scale to another by the implementation of the Government Circular on new career structure which have been formally approved by the University Council.

5.4 APPEAL:

Appeals against non-promotion may be made to Appointments and Promotions Committee through the Department and Dean of the Faculty and if not satisfied, to Council through the Registrar and Council’s decision shall be final.

SECTION 6

DISCIPLINE.

6.1 UNIVERSITY DISCIPLINARY COMMITTEE

- a. There shall be a Senior Staff Disciplinary Committee as may be set up by Council.
- b. The Committee shall try cases of misconduct preferred against a senior staff and shall allow such staff a right of appearance to defend himself.
- c. The recommendation of the Committee shall be forwarded to Council for final determination.
- d. A staff who involves himself in any act(s) of misconduct as stated in (a) above shall be disciplined in any of the following ways:

Written warning

Withholding of increment

Reduction of rank

Termination of appointment

Interdiction pending the outcome of the Committee's recommendation

Suspension pending the outcome of the Committee's recommendation

Dismissal from employment

i. **Formal/Written Warning:**

1. If in the opinion of the Dean of Faculty or a Head of Department, an employee's work or behavior is generally unsatisfactory, an employee concerned shall be issued a written query to explain in writing. If the explanation is acceptable, the Dean or Head of Department shall forward it together with his recommendation to the Registrar for further action.
2. A third written warning shall be the final written warning, and any other offence committed by the staff renders him liable to termination or dismissal as the merit of the case may be determined by the Disciplinary Committee.
3. Refusal to answer to a query shall be regarded as gross insubordination, and may be punishable by termination of appointment.

ii. Withholding of increment:

Council may approve the withholding of annual increment of any staff as a disciplinary measure for act of misconduct committed by the staff.

iii. Reduction in Rank:

1. A staff may be reduced in rank if in the opinion of the Vice-Chancellor he is incapable of coping with the demands of the rank ;
2. If the staff resigns as a result of this action, he resigns at his degraded rank;

iv. Termination:

Without prejudice to the provision of section 2, sub-section 18(a-e) section 6 sub-section 1b(i)(2) and (3); section 8 sub-section 12(f)(i-ii) 15(d); and 19(d and f), a staff may be terminated by Council.

v. Dismissal:

Without prejudice to the provisions of section 6 sub-section 1 (b) (i)(2), a staff may be dismissed by Council:

1. On conviction for a criminal offence by a court of law resulting from an interdiction or suspension or any other proceeding.
2. On the recommendation of an appropriate University Staff Disciplinary Committee

vi. Interdiction:

1. If in the opinion of the Vice-Chancellor, an act of misconduct is alleged to have been committed which is of such a nature as not to warrant any punishment until after investigation and determination of the offence, the staff shall be interdicted on half pay pending the full determination of the case.
2. He shall not be entitled during the period to any allowance or leave .
3. During the period of interdiction, an appropriate University Disciplinary Committee shall investigate the matter further with a view to determine the guilty or not guilty of the staff.
4. If at the end of the investigation, the staff is exonerated, he shall be paid the balance of his salary during interdiction, but if found guilty of the offence, the staff may be punished as appropriately recommended and approved by the Council.

vii. Suspension:

1. If in the opinion of Vice-Chancellor, an act of misconduct has been committed which is of a serious nature to warrant a drastic punishment, the staff shall be suspended with or without pay.
2. During the period of suspension, the staff shall be summoned before the Staff Disciplinary Committee.
3. While on suspension, the staff shall not be allowed to leave the services of the University until final determination of the case.
4. A staff who is suspended shall not carry out his duties or visit his place of work except with express permission of the appropriate officer. He shall handover all University property in his possession to his Head of Department.
5. If not found liable in the proceedings on which he is being suspended, he will be reinstated in his post; although grounds not forming part of the original proceeding may be further investigated and shall be concluded within three (3) months of the discovery of the new evidence.
6. If reinstated, he will receive his full pay for the period of suspension, but if found guilty of the offence, the staff may be punished as appropriate.
7. He may not leave the station during the period of suspension without permission. If he contravenes this provision, he will render himself liable to dismissal without waiting for final recommendation of the Disciplinary Committee.
8. He leave contact address with his Dean or Head of Department who will contact him when the need arise in the case that leaving the station becomes necessary.

e. Loss or Damage of University Property:

If at any time the University sustains a loss by reason of fault of any employee, he shall be liable to the loss or damage up to the maximum cost as may be assessed by a competent authority. Any sums due to such employee by the University may be withheld in satisfaction of such a loss or damage.

6.2 RIGHT OF APPEAL

- a. A staff who is dissatisfied with any disciplinary action taken against him under these Regulations shall have right to appeal to the Vice-Chancellor and, if dissatisfied with the Vice-Chancellor's decision, to the University Council.
- b. The appeal shall be submitted through the Registrar who is the Secretary to the Council and the decision of the Council in such an appeal shall be final.

SECTION 7

ALLOWANCES, LOANS AND ADVANCES

7.1 ALLOWANCES:

a. **Traveling within Nigeria**

Staff traveling on University business within Nigeria shall be paid Duty Traveling Allowance (DTA) as Council approved for the cost of hotel accommodation and meals for the spouse (if so approved by the Vice-Chancellor to accompany him at University expense).

b. **Traveling Outside Nigeria**

i. Staff traveling outside Nigeria on University business shall be paid a travel allowance (or the cost of hotel accommodation and meals for his spouse (if so approved by the Vice-Chancellor to accompany him at the University expense).

ii. Staff Traveling on University business Outside Nigeria shall be refunded a reasonable expense the cost of hotel accommodation and meals expenses for spouse (if so approved by the Vice-Chancellor to accompany him at University expenses).

iii. Staff traveling on University business outside Nigeria and not staying in a hotel shall be paid night allowance for accommodation and meals at Council approved rate.

c. **Conference Attendance:**

Attendance at a Conference should be regarded as being on University business; unless the member of staff is not formally designated by the University Authority in that capacity.

d. **Transport Allowance:**

Staff shall be entitled to Transport Allowance at the Council approved rate.

e. **Disturbance Allowance:**

Staff shall be entitled to Disturbance Allowance at the Council approved rate.

f. **Non-Accident Bonus**

A driver shall be paid a Non-Accident bonus of N3000.00 after the completion of three (3) years accident free drive since assumption of duty and N1000.00 every year thereafter.

- i. The bonus earning period shall be between January to December of every year.
- ii. Payment shall be made upon the staff member's application and confirmation by his Head of Department.

g. Shift Duty Allowance:

All staff on shift duty shall be entitled to shift duty allowance at the rate of 12.5% of the staff member's basic salary.

h. Night Allowance:

Staff shall be entitled to Night Allowance at the Council Approved rate.

i. Overtime Allowance:

Staff on an approved category shall be paid an overtime allowance at the Council approved rate.

j. Responsibility Allowance:

A responsibility allowance shall be payable to staff entrusted with a responsibility at the rates that are approved by Council from time to time.

k. Acting Allowance:

An Acting Allowance shall be payable to staff on an acting capacity at the rates that are approved by Council from time to time.

l. Entertainment Allowance:

An entertainment allowance shall be payable to the Principal Officers of the University i.e. the Vice-Chancellor, Deputy Vice-Chancellor, the Registrar, the Bursar, the University Librarian including the Directors and Deans at rates as may be approved by Council from time and time.

m. Hospitality for Guests

With the Vice- Chancellor's approval, allowances may be paid to Deans, Directors and Heads of Departments for the entertainment of University guests at University approved rates. The allowances cover items such as breakfast, lunch, dinner and cocktails.

7.2 LOANS

a. Vehicle/Refurbishing Loan

Staff may be granted a vehicle loan for purchasing or refurbishing of vehicles at the rate to be fixed from time to time by the University Council.

b. Tuition Loan

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

- I Staff should apply through the Head of Department to the Registrar or his representative;
- li Staff to produce evidence of admission or registration with an institution or competent examination body respectively;
- lii The course or examination is relevant to the Officer's primary assignment in the University;

c. Compassionate Loan

Staff may be granted a special loan on a compassionate ground in times of dire need arising from fire, accident or a member of staff placed on half pay for sick leave and is unable to settle the medical bills and being involved in any natural disaster. The University may determine the amount as may be deemed expedient.

d. Professional Registration

It shall be the responsibility of staff without loan whose duties require him to be registered under any enactment in force in Nigeria, to obtain the registration and pay necessary fees. If he illegally omits or fails to do so, the Vice-Chancellor shall terminate his appointment on behalf of Council.

7.3 ADVANCES

a. Salary Advance

- i. Staff on first assumption of duty are eligible to apply for one month salary advance payable in three installments. Staff shall apply through the Dean or Head of Department to the Registrar or his representative.

- ii. Staff traveling on/transacting University business may be advanced some amount of money for such journeys and/or transactions as may be approved by the Vice-Chancellor.

SECTION 8

LEAVE MATTERS

8.1 AUTHORITY TO GRANT LEAVE

- a. Staff shall be granted leave by the Registrar on the recommendation of the Dean or Head of Departments on behalf of the Vice-Chancellor.
- b. Directors, Deans and Head of Department shall apply for all forms of leave to the Vice-Chancellor, stating who shall look after the Office/Department during their absence. The Vice-Chancellor's approval shall be communicated in writing.
- c. All period spent on Leave of Absence, Study Leave, Study Fellowship, Secondments Sabbatical Leave, Senior Administrative Fellowship, Sick Leave etc shall not be leave-earning.

8.2 LEAVE ENTITLEMENT

a. Staff on Tenure Appointment

All established senior staff shall be eligible for annual leave for 30 working days provided the staff concerned assumed duties before or by the 31st March in the first year of his appointment.

b. Expatriate Staff

i. Home Leave

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

ii. 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.

c. Annual Leave

Annual Leave shall not be committed to cash.

d. Maternity Leave

- a. No paid Maternity Leave shall be granted under one year of service.
- b. Maternity Leave shall be approved by the Appropriate Officer on production of medical certificate showing the expected date of delivery. All Maternity Leave in excess of total

leave entitlement shall be granted on half pay. In normal circumstances, Maternity Leave shall be of four months' duration (i.e. eight weeks before and eight weeks after delivery). Any extension beyond four months shall be without pay.

- c. No Vacation Leave shall be granted in any leave year in which Maternity Leave is approved and taken.

8.3 Deferment

A Leave may be deferred in the session when leave is due by the registrar, on the recommendation of the Dean or Head of Department. All deferred leave shall be taken by the 31st December of the succeeding year. Any further deferments 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.

8.4 Pro-Rata Leave

All Senior Staff on CONTISS shall be entitled to Pro-Rata Leave at the rate of 3 days per month, if his appointment commences or ends after 31st March in any year, the Pro-Rata leave shall be deferred and added to the succeeding leave year (see table of pro-rata leave).

MONTHS	NO. OF DAYS
1 month	3 days
2 months	5 days
3 months	7 days
4 months	9 days
5 months	11 days
6 months	13 days
7 months	15 days
8 months	17 days
9 months	19 days
10 months	21 days

8.5 Special Leave

- a. Senior Staff may be granted a special leave for a maximum of 7 days per annum by the Registrar, provided the Staff has exhausted all his leave entitlements for that year.
- b. The staff shall not make any financial claim from the University.

8.6 Pilgrimage Leave

Staff may be granted pilgrimage leave.

8.7 Sport Leave

- a. Staff may be granted a leave for sport contest involving the University,
- b. The leave shall not count against a staff annual leave.

8.8 Research Leave

A research leave of 26 days may be granted to all Senior Staff by the Vice-Chancellor on the Recommendation of the Dean or Head of Department.

8.9 Terminal Leave

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

4-9 years	-	7 working days
10-14 years	-	14 working days
Over 14 years	-	28 working days

8.10 Academic Staff Sabbatical Leave

- a. 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 an area of previous study. This may be taken in or outside Nigeria.

- b. Categories of Staff to Sabbatical Leave

- i All academic staff not below the rank of senior Lecturer shall be entitled to Sabbatical Leave.

- li Former Vice- Chancellors are entitled to take Sabbatical Leave immediately following completion of the term of Office.

lii Contract or visiting academic staff are not entitled to Sabbatical Leave.

c. Qualification and Eligibility

To qualify for Sabbatical Leave, the following conditions apply:

- i. Sabbatical Leave may be granted to staff after six years continuous/unbroken service and not lower than the rank of senior Lecturer in the University.
- li Where the staff is on a transfer of service, he shall have served the University for six years.
- lii Staff applying for Sabbatical Leave must have an acceptable programme of work to be approved by the Vice- Chancellor;
- iv. 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;

d. **Benefits/Entitlements**

Staff on Sabbatical Leave are entitled to:

- i. Full salary and other fringe benefits as may be approved by the University from time to time for the duration of Sabbatical Leave,
- ii. Retention of University quarters by the staff for the duration of the Sabbatical Leave paying the normal rent;
- iii. Additional remuneration allowances he may negotiate with the host institution where he is spending the Sabbatical Leave.

e. **Obligation of Staff:**

- i. Staff shall resume duty immediately at the expiration of the Sabbatical Leave.
- ii. On return, the staff shall submit a formal report on academic work done during sabbatical leave through the Vice- Chancellor to senate.
- iii. Staff shall serve the University for at least one year following the end of the Sabbatical Leave.

f. Penalty

- i. A staff granted Sabbatical Leave and who fails to return to the University at the expiration of the Leave without 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.
- ii. The University shall recover all expenses incurred on the staff including salaries and allowances.

8.11 Senior Administrative Sabbatical Leave

- a. All senior administrative staff of Registry and Bursary shall be entitled to 12 months Senior Staff Fellowship leave to enable them learn new concepts and tools about the University Administration in or outside Nigeria provided.
 - i. He is on the administrative cadre from the rank of Principal Assistant Registrar in the case of Registry staff or its equivalent in the case of Bursary department.
 - ii. Staff is on tenure and confirmed appointment.
 - iii. Staff has maintained six (6) years continuous/unbroken service in the University.
 - iv. Staff on transfer of service must have served the University for six (6) years.
 - v. Staff provides evidence of acceptance by collaborating body.
 - vi. Staff is recommended for the fellowship by the Registrar or Bursar as the case may be.
- b. Obligations, Benefits and Penalty of Fellowship
 - i. All benefits or entitlements, obligations of staff and penalties are as applicable in Section 8 sub-section 10d (i-iii) and f(iii).

8.12 Long Term Courses

Study fellowship may be granted to senior staff in order:

- a. To improve upon his qualification.
- b. To enable him have access to facilities not available locally for the write up of theses for higher degrees.
- c. To enable staff refresh his knowledge by contacts with work being conducted elsewhere.

8.13 Study Fellowship Leave

a. Conditions for Award of Study Fellowship

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

- i. The Vice-Chancellor approves the programmes as relevant to the functions of the staff.
- ii. The staff has valid admission at an institution acceptable to the University.
- iii. The staff shall have spent at least two years and confirmed in the service since first appointment or return from study fellowship; except where the nature of the staff's duties requires otherwise;
- iv. The staff provides evidence of external sponsorship except if the course is within Nigeria;
- v. The Dean or Head of Department recommends that the staff member can be spared without a replacement by the University.

b. Benefits of the Award

Staff awarded a study Fellowship Leave may be entitled to the following benefits:

- i. Full salary with increments at normal University rate;
- ii. Staff shall continue to be on University pension scheme;
- iii. A Sustenance Allowance at a rate approved by the University from time to time;
- iv. A return economy class air passage.
- v. Payment of tuition, examination fees and research expenses;
- vi. Payment of book allowance at the rate to be approved by the University from time to time or as may be approved by the Vice-Chancellor from time to time;
- vii. Thesis allowance may be paid to staff at the rate to be approved by the University from time to time;
- viii. Payment of medical insurance (excluding maternity charges) as may be approved by the University.
- ix. Staff may be promoted up the rank of senior lecturer or its equivalent in administrative cadre during a Study Fellowship on bases of satisfactory supervisor's report.

c. Obligation of Staff on Study Fellowship award

A staff on Study Fellowship Award shall be required to:

- i. Accept in writing the award of Study Fellowship.
 - ii. Sign a bond with the University and shall be bonded by the contents therein.
 - iii. Return to the University to serve for twice the duration of his Study Fellowship on completion.
 - iv. Submit a report of his studies to the University.
 - v. Submit two certified copies of his thesis to the Registrar on return.
- d. Penalty for failure to return to the University

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

8.14 Short Term Course

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) month to senior staff.

The condition of award benefits, penalties therein are as applicable under Study Fellowship for Long Term Course in section 8 (15) a (i-v); 6 (i-ix) c (i-v) and of these regulations.

8.15 Regular Training Courses

- a. The University shall not award a Study Fellowship for first degree, diploma and certificate courses to senior staff of the University.
- b. Senior staff may be granted a leave without pay to do such courses at the discretion of the University on the recommendation of the Head of Department concerned.

8.16 Graduate Assistantship

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

- b. A Graduate Assistant shall be on a training post until he obtains his master's degree within three years. If he is unable to get the degree within three years, the appointment shall be terminated.
- c. A Graduate Assistant shall be allowed to do masters course on full time basis in the first two (2) years and on part-time basis from the last year of studies.
- d. A Graduate Assistant in the last year shall put in a maximum of 6hours a week of teaching in the department.

8.17 Secondment

a. Conditions for Secondment.

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

- i. The organization is a government scheduled service.
- ii. The organization undertakes to remit the notional salary to the University throughout the period of the secondment as their contribution towards the staff's retirement benefits.

b. Duration of Secondment

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

c. Benefits of Secondment

Staff on Secondment is eligible for promotion provided:

- i. The organization to which he is seconded to is a University or a similar academic institution.
- ii. The staff is engaged in a similar occupation based on proven merit.
- iii. Promotion may be subject to satisfying the general promotion guidelines of the University.

8.18 Leave of Absence

a. **Conditions for Leave of Absence.**

Staff may apply for a Leave of Absence through the Dean or 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.

b. **Conditions for Leave of Absence.**

Staff on Leave of Absence shall not be entitled to the following benefits during the period:

- i. Salary unless there has been a general review
- ii. Promotion
- iii. Housing
- iv. Leave and leave grant
- v. Pension scheme of which the period for Leave of Absence shall not be pensionable.
- vi. The years spent during the Leave of Absence shall not be counted for the purpose of promotion.

c. **Benefits**

Staff shall enjoy notional salary increment during the period of Leave of Absence.

d. **Obligations of staff on Leave of Absence.**

- i. If staff on a Leave of Absence is indebted to the University by way of loans and/or advance, he shall continue to pay in installment during the period of the Leave of Absence.
- ii. Staff are normally required to return to the University after the period of the Leave of Absence, and shall be placed on the same salary scale/step that he was before leaving.
- iii. Staff shall sign an undertaking to be bound by the aforementioned conditions.

e. **Duration for Leave of Absence**

A Leave of Absence shall be for an initial period of two years and renewable for another period of two years after which only special extension shall be granted by Council in Public interest.

f. **Penalty for Breach of Bond**

Staff who breaches his bond under sub-section 8.18 (d) above shall have his appointment terminated by the Vice-Chancellor on behalf of Council without notice.

8.19 Study Leave Without Pay.

- a. 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.
- b. Conditions, Obligation and Penalty on Study Leave without Pay.

Conditions, Obligations and Penalties for a Study Leave without pay shall be as applicable to the Leave of Absence under Section 8.18 above except that the period spent on a Study Leave without pay shall be pensionable.

SECTION 9

HOUSING

9.1 Eligibility to Housing

- a. All University staff are entitled to University Housing where available or a rent allowance per month in-lieu of housing.
- b. Partly furnished housing would be provided for eligible staff.
- c. A married woman employed in the same University as her husband, shall not be entitled to separate University housing.
- d. Where a husband and wife live together in the University housing a rent of the annual subsidy shall be deducted from the payment of the husband's allowance.
- e. Rent shall be charged during the absence of a member of staff unless he vacates the house or makes it available for temporarily re-allocation on request by the Administration.

9.2 Condition for Occupation of Housing

All University houses remain the property of the University at all times and accordingly shall be maintained by the University in respect of normal wear and tear.

- a. A staff member shall not sub-let it or take in paying lodgers without the Vice-Chancellor's approval.
- b. Authorized University staff shall have access to the housing including the compound and domestic staff quarters at all reasonable times.
- c. Occupants shall be responsible for keeping the house furniture, compound and domestic staff quarters in good and clean order and shall not make any unauthorized alterations or exchange furniture.
- d. Staff shall be surcharged for any loss of or damage not due to normal wear and tear, or to circumstances beyond control, as approved by the inspection caused by the University. The surcharged amount shall be deductible from the staff's salary by the Bursar.
- e. Any occupant of University quarters who harbors any person whether such a person is child, relation, friend, servant or not and whose presence constitute or is capable of

constituting a threat to the security and or harmonious co-existence on the campus shall forfeit all rights and privileges to the University quarters.

- f. A staff who ceases to be an employee of the University is affixed with notice to normally vacate the University housing within 90 days from the date of disengagement.

9.3 Rent Allowance

All staff of the University shall be paid their rent allowance. However, those staff occupying University quarters, housing rent shall be deducted from their monthly salaries.

9.4 Water and Electricity Rates.

A member of staff occupying University quarters shall be liable to pay for water and electricity supplied at the rate deductible from monthly salary by the University.

SECTION 10

MEDICAL ATTENTION

10.1 Health Service

The University maintains health service for its staff members and their family. It shall therefore be the duty of each member of staff to take due care in ensuring the good health of the entire family. The staff and his wife/wives and his dependent children are entitled to free medical facilities within the limitations of the University Health Services.

10.2 Medical Examination.

- a. All appointments and renewal of contract appointments shall be subject to passing a medical examination from the University/Government owned Hospital.
- b. All medical certificates and reports of fitness shall be kept by the Registrar or his representative.
- c. All medical certificates and reports shall be copied to the Director, University Health Service.
- d. The documents shall be kept in strict confidentiality.

10.3 Treatment Overseas.

- a. The University shall not be liable for unapproved medical expenses incurred outside Nigeria.
- b. The Vice-Chancellor, on recommendation of a Medical Board, may authorize reference of cases for treatment outside Nigeria at the University expense.
- c. The University shall bear the cost of any inoculation as may be required by the Nigeria Health Regulation.
- d. Staff on home leave shall be treated under the conditions applicable in their home countries.

10.4 Health Insurance.

- a. All University staff going abroad on approved trips shall take Health Insurance Policy where such policy exists.
- b. The University shall reimburse such staff the cost of premium paid.

10.5 Sick Leave

- a. Staff prevented by illness from carrying out his official duty shall promptly inform the Dean or Head of Department.
- b. The staff shall be required to seek for medical attention promptly.
- c. If the duration of illness exceeds one month, the Registrar shall be notified and the Registrar may cause the staff to be examined by a Doctor from a recognized Government hospital.
- d. The Vice-Chancellor, on consideration of this report may grant sick leave with full pay up to six (6) months from the date on which the staff became incapable of work.
- e. The total amount of Sick Leave granted with full pay shall not exceed 6months in any period of 2years. If a staff is unable to resume work at the expiration of this period of Sick Leave, a Medical Board Report shall be required to determine the staff's fitness to carry out his duties.
- f. The University on the recommendation of the Medical Board may determine the continuation of the staff's employment and payment.

10.6 Termination of Appointment Due to Illness.

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

10.7 Convalescence Period.

If a staff on Sick Leave is absent from work for a period in excess of the medically certified duration of convalescence, such time shall be subject to disciplinary process.

10.8 Maternity Leave

- a. All married female officers who are pregnant are entitled to 16weeks Maternity Leave with full pay. The annual leave for that year shall however be regarded as part of the Maternity Leave. Where the annual leave has already been enjoyed prior to the grant of Maternity Leave, that part of the Maternity Leave equivalent to the Annual Leave shall be without pay.

SECTION 11

PENSION AND GRATUITY

11.1 Pension

Pension is payable to staff on tenure appointment who qualifies in the following circumstances.

- a. On voluntary retirement after qualifying service of 10years;
- b. On compulsory retirement upon attaining the age of 60 and 65 years for non-academic staff and Academic staff respectively;
- c. On compulsory retirement having served 35years as non-academic staff.
- d. On compulsory retirement upon abolition of office and staff cannot be transferred to another office; and having attained the qualifying years of service stated in 11 (a) (c) above;
- e. On compulsory retirement in the public interest; and having attained the qualifying years of service stated in 11 (a) (c) above;
- f. On premature retirement on ground of ill health certified by a Medical Board; and having attained the qualifying years of service stated in 11 (a) (c) above;
- g. On premature retirement on total permanent disablement while in the service and having attained the qualifying years of service stated in 11 (a) (c) above;
- h. Staff retiring after 10years of qualifying service shall be entitled to gratuity immediately on retirement and pension on attaining the age of 65 years.

11.2 Gratuity

A staff on tenure appointment, who voluntarily retires or is been retired after completion of 5years qualifying service, is entitled to a gratuity only.

11.3 Death Gratuity

If a staff dies in service, his designated next-of-kin shall be paid his death benefits.

11.4 Payment of Pension

If a staff dies in service after 10years of qualifying service, his designated next-of-kin shall be paid Pension and Gratuity for a period of 5years from the date of death as would have been payable if he had withdrawn at the time of death.

11.5 Payment of Gratuity

- a. If the Officer dies in service before 5years of qualifying service, his designated next-of-kin shall be paid one year salary as Death Gratuity as would have been payable to him if he had withdrawn his service at the time of his death.
- b. If an Officer dies in service after 5years of qualifying service, his designated next-of-kin shall be paid one year salary as Gratuity in addition to one year salary as death Gratuity as would have been payable to him if he had withdrawn his service before completion of minimum qualifying service period of 5years, his designated next-of-kin shall be paid one year's salary as Gratuity.

11.6 Nigeria Expatriate Supplementation Scheme (N.E.S.S)

Expatriate staff from countries of Western Europe, North America and Asia who are in the Science based disciplines and who are in the Senior Lecturer Cadre and above, may benefit from NESS. This is in addition to the privilege of expatriating up to 75% of the total local salary.

11.7 NESS Entitlements.

- a. Western Europe

Professor	\$4,500.00 USD
Associate Professor	\$4000.00 USD
Senior Lecturer	\$3,300.00 USD
- b. North America

Professor	\$6,500.00 USD
Associate Professor	\$5,500.00 USD
Senior Lecturer	\$3,300.00 USD
- c. Asia

Professor	\$2,000.00 USD
Associate Professor	\$1.500.00 USD
Senior Lecturer	\$1,000.00 USD

11.8 Pension of Missing Staff

Where a member of staff or a pensioner has been reported missing, unless there is concrete evidence that such a person is dead, his death benefits or estate may be paid to the designated next-of-kin after 7 years of disappearance, being the period the law presumes a person to be dead if nothing is known or heard of him.

11.9 Personal Group Insurance scheme

The University may maintain a Group Personal Accident Insurance Policy with Insurance Company as approved by Council to compensate staff who may sustain injuries.

11.10 Conditions for Compensation

The conditions for entitlements:

- a. Staff who sustains bodily injury by accidental, violent, external and visible means resulting in disablement or death;
- b. The injury/death must have occurred in the course of discharging official duties;
- c. Staff is between the age of 18-65 years;
- d. Staff or designated next-of-kin shall apply through the Head of Department who shall confirm the nature of the assignment to the Registrar or Representative;
- e. The application shall be supported by a medical certificate.

11.11 Scale of Compensation

The scale of compensation shall be as may be assessed from time to time by the University Authorities with due regard to Cap. 470: Workmen's Compensation Act, Laws of the Federation of Nigeria.

SECTION 12

CONSULTANCY SERVICES

12.1 The objectives

The Ibrahim Badamasi Babangida University engages in consultancy services for the following Aims and Objectives:

- a. To provide technical, professional and other expert services to all tiers of government (Local, State and Federal Government), parastatals, the private sector, and to international organizations. Such services could take the form of feasibility reports, a wide range of specialized professional services such as socio-economic surveys, running of staff development programmes, refresher course, workshops, etc.
- b. To manufacture and supply essential goods and services to the general public. Areas where the immediate public are not adequately satisfied should be given priority.
- c. To provide consultancy services as a legitimate avenue for making additional income in conformity with Federal Government Decree on Private Practice.
- d. To enhance the academic programmes of the University through the involvement of academic staff in the planning and execution of consultancy jobs. By providing consultancy services academic staff would be encouraged to undertake research projects of immediate relevance to the country, thus leading to a mutually beneficial relationship between teaching, research and practice.
- e. To contribute significantly to the financial resources of the University and make suggestions for the optimal investment of part of fund generated.
- f. To undertake such other functions that may be prescribed from time to time by the University Council.

12.2 Scope

The Scope and Modus Operandi of the consultancy services are as prescribed by the Consultancy Services Company Ltd and as approved by the University Council.

12.3 Costing of Consultancy Projects

- i. There are several ways of costing consultancy jobs. Depending on the professional practices, one method may be used for engineering and architectural jobs and another for projects evaluation and socio-economic projects.

The different costing methods which may be used as guidelines by those writing proposals include:

- a. That resulting consultants' charges to project cost. Here, a percentage of the investment cost of the project to be studied is charged as consultancy fees. This method is recommended for jobs to be performed by the Faculties of Engineering, Environmental Design, Law etc.
- b. That relating to consultants' charges to the expected benefits from the consulting assignment. This method is ideal for accounting and management consulting assignments.
- c. The cost-plus approach, which carefully computes the cost (i.e. direct expenses) of executing consultancy jobs, and adding to such cost an adequate margin as profit. However, the actual amount chargeable for a particular project should be negotiable. Also, in all cases, participants must be paid on agreed contractual terms irrespective of the operating rates in the University. The cost (direct expenses) items that should be taken into consideration while costing consultancy assignments may include among others:-

ii. Transport and traveling

Consultant N20.00 per km.

Consultants Assistant:(Post-graduate students): N10 per km.):

Others (Including undergraduates): N5 per km.

iv. Insurance

Accident insurance to provide adequate coverage for all classes of consultants

v. Accommodation

Consultants: N10, 000 per night or N3, 000 per day

Consultant Assistants: N5, 000 per night or N2, 000 per day

Others: N3, 000 per night or N1, 000 per day

vi. Data Collection and Analysis

Cost provision to be made for all classes of consultants taken into consideration the numbers of work involved.

vii. Reporting Writing

Same method as under (iv).

viii. Stationery and Materials

These are to be carefully estimated to avoid under-costing.

ix. Typing, Printing and Binding of Report

Quotations from printers should be obtained for estimate.

x. Material and Equipment

These should be itemized along with cost.

xi. Honoraria (Consultancy fees)

This section should indicate the number of consultants to all class involved along with time involved in executing the job and payment of honorarium (fees). The Section should also indicate payment to University and relevant Department in conformity with the relevant formula for net revenue sharing.

xii. Management Overhead

This should be estimated at 15% of (i)-(x)

xiii. Errors and Omissions: 10% of (i)-(x) above.

In cases where cost are under-estimated such cost over-runs would eat into honoraria. As this reduces the benefits accruing to the University community, consultants costing projects should incorporate realistic cost estimates for (i)-(x) above making allowance for inflation, risk and uncertainty. Nonetheless, where cost-overruns exceed the contingency estimate, efforts should be made at re-negotiation. Indeed where great uncertainties exist, it is necessary to include variation clauses on the contract agreements. Where actual cost of executing a project falls short of the estimated cost, the difference would be considered as part of net profit and would be shared between the University, department and consultants in accordance with the relevant formula of sharing outlined below.

xiv. Administration of Consultancy Funds

- a. All receipts of fees for consultancy should for the mean time be paid into a special Account for consultancy services at the University Bursary. It is anticipated that an accountant would be attached to (IBBU CONSULT) to operate its accounts as it is the practice in other Institutions.
- b. Funds will be released on signed schedules which reflect progress and agreed schedule of payment with clients. Ideally 1/3 of payment would be required from clients at the commencement of projects, 1/3 at production of progress report, and

the final 1/3 when the finished report is submitted. However, for effective execution of projects, the amount payable at each stage should cover costs (direct expenses).

- c. The Board of IBBU CONSULT would from time to time decide on an optimal investment strategy for funds generated from consultancy. Details should be specified later.

xv. Formulae for Revenue Sharing

If the aims and objectives of the consultancy services are to be archived, single formula for revenue sharing would lead to extreme situations.

Hence, a number of formulae have been developed for different ranges for honoraria/net revenue and are presented below.

**FORMULAE FOR SHARING REVENUE
(IN PERCENTAGES)**

Honoraria or Profit	Project Participants	Group management (On behalf of Dept.)	(IBBUCONS) (On behalf of University)
Honoraria of up to N10, 000	33.3	33.3	33.3
Net Profit up to N100, 000	30	30	40
Net Profit N100, 000 and above	20	30	50

SECTION 13
SECURITY

- a. There should be adequate security provision for staff members, their families and for properties within the University Campus. The Security Division maintains 24hours coverage and surveillance for the safety of the University Community.
- b. A fire Fighting Unit, fully equipped, should exist in the Security Division to extinguish fire outbreaks.
- c. Identity Cards and Car Labels shall be made available to staff by contacting the Security Office with their letters of appointments
- d. Staff members are required to always bear their identity cards and observe all rules governing the security of person and/or property, and shall also observe road traffic regulations, shall ensure security custody of vehicles and safety and sanity of personal domestic animals.

SECTION 14 INVENTIONS

14.1 Provisional Protection of Inventions

A member of staff who has made an invention during the course of his work at the University, shall immediately report it to the Vice-Chancellor, he may, at his own expense, and shall at the expense of the University if so required by the Vice-Chancellor, lodge an application for provisional protection of the patent.

14.2 Appointment of Awards Committee

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

14.3 University Options.

As soon as practicable, the Awards Committee shall recommend, and the Council will decide, whether the member of staff be allowed controlling rights in the patent. Pending the decision of the Council, the rights shall be deemed to belong to and be held in trust for the University when an invention viewed in all respects alien to the employment of the member of staff, he will be granted the controlling rights. If the member of staff is allowed controlling rights, the following provision shall apply:

- a. The member of staff shall be responsible for all expenditure for taking out the patent.
- b. The Council may attend to its decision such conditions as it may deem fit and in a particular, may reserve to the University a right of user of the invention free of royalty and/or may reserve the right to share of any commercial proceeds.

14.4 Controlling Rights

If the member of staff is not allowed controlling rights of the invention the following provisions shall apply.

- a. The member of staff shall assign all rights in the invention to the University.
- b. The University will be responsible for all expenditure in taking out the patent.
- c. The University Council will decide whether the member of staff will be allowed a share of any royalties or commercial proceeds.

14.5 Determination of Award

Whether or not he is allowed controlling rights, the member of staff may apply to the Awards Committee for an award in respect of his invention. In fixing amount of any award or share of commercial proceeds, the following principles shall apply.

- i. Reasonable expenses incurred by the member of staff in respect of his invention shall be taken into account.
- ii. The reservations of the rights of user, free of royalty by the University, shall not be taken into account, but if and when such right is exercised by the University, a martial change calling for modification of the award shall be deemed to have taken place.

14.6 Council's Approval

The Award Committee shall submit its recommendation for Council's Approval.

SECTION 15

15.1 PUBLICATIONS/FREEDOM OF EXPRESSION

Staff shall publish results of their research works or express their views on matters of public concern provided that:

- a. Where the work undertaken concerns the activities of Government or Public bodies in Nigeria, the provisions of Legislation relating to official secrets shall apply.
- b. Matters concerning the University of a Confidential Nature should not be published or disclosed to outside parties by members of the University staff, without the Vice-Chancellor's approval.