

## CHAPTER 1

### TITLE AND DEFINITIONS

#### 1.1.0 TITLE

These regulations shall be cited as the Federal University of Health Sciences, Ila-Orangun Junior Staff Regulations, 2024

#### 1.2.0 APPLICATION

These conditions shall apply to all Junior members of Staff of the Federal University of Health Sciences, Ila-Orangun who are on CONTISS 05 and below.

#### 1.3.0 COMMENCEMENT

1.3.1 These regulations shall come into operation on.....

#### 1.4.0 INTERPRETATION:

1.4.1 In these regulations, unless the context otherwise provides, the interpretation shall be made by the Registrar as the Chief Administrative Officer.

#### 1.5.0 DEFINITIONS

1.5.1 "Department" means any teaching or research unit or other units established by the Council on the recommendation of the Senate, where applicable, to be a Department in the University.

1.5.2 "Head of Department/Unit" means the person appointed by the University Administration to direct or supervise a Department/Unit. Any person duly appointed to act in that office shall be referred to as the Acting Head of the Department/Unit.

1.5.3 "Employee" means any member of Junior Staff appointed under these regulations.

1.5.4 "Committee" means Appointments and Promotions Committee for Junior Staff (JSA&PC) on CONTISS 05 and below.

1.5.5 "Misconduct" is the specific act of wrongdoing or any improper behaviour which is inimical to the image of the University and which can be investigated and proved.

1.5.6 "Permanent Employee" means an employee on pensionable appointment.

1.5.7 "Temporary Employee" means an employee who is not on pensionable appointment.

1.5.8 "Junior Staff" means an employee on CONTISS 05 and below.

1.5.9 "Labour Act" means the Nigeria Labour Act, CAP LI Laws of the Federation of Nigeria, 2010 or as may be amended.

1.5.10 "CONTISS" means Consolidated Tertiary Institutions Salary Scale.

1.5.11 "CONHESS" means Consolidated Health Salary Structure

#### 1.6.0 LINE OF COMMUNICATION

1.6.1 All official communication from a member of Junior Staff to the Vice-Chancellor or Registrar shall be routed through the staff member's Head of Department/Unit and Dean/Provost as appropriate.

1.6.2 All official communication made in the name of the University that may affect or in any way interfere with the University policy or have financial implication(s) shall be cleared with the Vice Chancellor.

## **CHAPTER 2**

### **APPOINTMENT**

#### **2.1.0 ELIGIBILITY FOR APPOINTMENT**

To be eligible for appointment, a candidate shall be required to possess the requisite qualifications and experience stated in the Career Structure for Non-Teaching Staff or as may be determined by the University from time to time.

#### **2.2.0 VACANCIES**

Vacancies on established positions to be filled other than by promotion or inter-departmental transfer on identical grades shall normally be advertised. The Committee may, on the recommendation of the Head of Department/Unit concerned, convert to a permanent appointment any temporary employee on CONTISS 02 and below who is already performing the duties of the post, provided that such an employee possesses at least the minimum qualification laid down for the post by the Regulations.

#### **2.3.0 ESTABLISHED STAFF**

Every appointment to any established post shall be made in writing by the Registrar and shall not be valid until it has been accepted in writing by the appointee.

#### **2.4.0 OTHER TEMPORARY STAFF**

2.4.1 Every appointment to a temporary post shall be for a period not exceeding one (1) year, during which it may be regularized to a permanent appointment. If an extension of temporary appointment is still necessary after the expiration of the stipulated period, the Head of the Department/Unit concerned shall recommend to the Registrar for renewal, provided that the extension shall not be more than a year unless it is on a research or other project of uncertain duration.

2.4.2 Temporary employees shall be paid a fixed salary in line with the existing salary scales appropriate to their grades.

#### **2.5.0 PROBATION AND CONFIRMATION**

2.5.1 All persons appointed to an established position shall be on probation for two (2) years, after which they may become eligible for confirmation, subject to a report of satisfactory work and conduct by the Head of the Department/Unit concerned. The period of temporary service of a person appointed to an established post shall count as part of the period of probation.

If after two (2) years of probationary service, an employee's appointment cannot be confirmed because he fails to get a satisfactory report, his probationary service may be extended by a further period of one (1) year or as may be directed by the Committee, after which time he shall not be entitled to any extension. If at the end of the period of extension, he still does not earn a satisfactory report, his appointment shall be terminated. When the appointment of a probationary staff is terminated under the provisions of this regulation, he shall receive one calendar month's notice or one month's pay in lieu of notice.

2.5.2 A confirmed employee who transfers from a scheduled service in the Nigerian Public Service to the services of the University shall be deemed to have been confirmed for the purpose of these regulations.

Such a transfer of service shall be construed as ensuring the continuity of service of the officer concerned, which shall affect his pension and gratuity entitlements

2.5.3 An officer transferring his service shall request the new employer to seek his transfer from his last employer.

## **2.6.0 PROVISION IN THE ESTIMATES**

2.6.1 No appointment to any position shall be made unless financial provision has been made for it in the estimates.

2.6.2 Salary Incremental Date:

The salary incremental date shall be 1st October of each year for all members of staff. A new appointee shall be eligible for a salary increment on 1st October of the year of assumption of duty provided he assumed duty on or before 1st April of that year.

## **2.7.0 DECLARATION OF AGE**

2.7.1 Every employee shall be obliged to disclose his true age on the first appointment. No alterations to an employee's age as declared on appointment shall be permitted. An appointment shall not be valid unless it is supported by acceptable evidence of age.

## **2.8.0 MEDICAL EXAMINATION**

2.8.1 Appointment to an established post shall be subject to a Certificate of Good Health issued by the Director of the Federal University of Health Sciences, Ila-Orangun Health Services and forwarded to the Registrar on the appointee.

## **2.9.0 DISQUALIFICATION FOR APPOINTMENT**

2.9.1 A conviction for a criminal offence not quashed on appeal or dismissal from a previous service shall disqualify a person from being offered employment by the University. Where an employee is found to have deliberately withheld such information from the University, he shall be liable for summary dismissal.

2.9.2 An employee whose appointment in the University has been terminated on grounds of misconduct or inefficiency shall not be re-appointed to the University services.

## **2.10.0 DESIGNATION**

2.10.1 The designation of junior employees of the University shall be as shown in the Career Structure for Non-Teaching Staff or as may, from time to time, be determined by the University Authorities.

## **2.11.0 INTERVIEW PANEL**

2.11.1 All permanent appointments to junior staff positions shall be made through an interview conducted by a panel in which the Registrar, the Chairman and the Heads of Departments/Units concerned are represented.

2.11.2 No appointments shall be offered until the recommendation of the Interviewing Panel is approved by the Junior Staff Appointments and Promotions Committee or on its behalf by the Registrar.

## **2.12.0 ADVERTISED POST**

2.12.1 All established posts on CONTISS 03 and above shall be advertised internally and externally.

2.12.2 The basic qualifications required as laid down in the regulations shall be strictly followed in short-listing both internal and external candidates.

## **2.13.0 ANNUAL PERFORMANCE EVALUATION REPORT**

2.13.1 A comprehensive report on the performance and character of every employee shall be written once a year. The Head of Department/Unit concerned shall ensure that each report reaches the Registrar not later than the end of January following the year of assessment.

## **CHAPTER 3**

### **DUTIES OF STAFF**

#### **3.1.0 DUTIES**

3.1.1 The duties of every member of staff shall be as laid down by the Department/Unit. Every employee shall, from the date of his appointment, assume such responsibility for the discharge of his official duties as his Head of Department/Unit may determine.

#### **3.2.0 POSTING**

3.2.1 Any employee may be posted to any Department/Unit of the University at the discretion of the Registrar.

## **CHAPTER 4**

### **SALARIES, WAGES AND ALLOWANCES**

#### **4.1.0 SALARIES OF EMPLOYEES**

4.1.1 Salaries of employees shall be paid in line with the salary structure in the University.

#### **4.2.0 POINTS OF ENTRY**

4.2.1 The point of entry into the University Salary scale for an employee on first appointment shall normally be the lowest in that scale.

#### **4.3.0 INCREMENTAL CREDIT**

4.3.1 New appointees possessing exceptional previous experience, particularly technical ability, or any special qualification, may be permitted to enter the salary scale at a point higher than the lowest on the recommendation of the Interview Panel and subject to ratification of the Junior Staff Appointments and Promotions Committee (JSA&PC).

#### **4.4.0 WRONGFUL PLACEMENT ON THE SALARY SCALE**

4.4.1 Where it is discovered that an employee has been wrongly graded or placed on a wrong point in a salary scale, the Registrar, on behalf of the JSA&PC may, at any time, rectify the error; any such rectification shall be reported to the JSA&PC at its next meeting following the rectification.

4.4.2 Any employee whose salary is altered as a result of having been wrongly graded or placed on a wrong point in a salary scale may be called upon to refund any overpayment made as a result of the error.

#### **4.5.0 ANNUAL INCREMENT**

4.5.1 Annual increment in respect of all members of staff shall be due on the 1st of October, provided a staff has served satisfactorily for not less than six months before the incremental date.

## **CHAPTER 5**

### **PROMOTIONS**

#### **5.1.0 PROCEDURE FOR PROMOTION**

5.1.1 The promotion of every employee shall be made by the Junior Staff Appointments and Promotions Committee on the recommendation of the Head of Department/Unit concerned.

#### **5.2.0 TEMPORARY STAFF**

5.2.1 No temporary employee shall be considered for promotion.

#### **5.3.0 GUIDELINES FOR PROMOTION**

5.3.1 The following guidelines shall govern the consideration of all recommendations for promotion:

(a) An employee shall be required to serve for three (3) years after his appointment or last promotion before he can be considered for promotion;

(b) In the case of conversion of non-teaching staff to an unrelated job, normal promotion shall be countenanced provided he has spent at least one year in addition to the three years required for promotion.

© Where a staff is converted to a related job, the three-year residency shall apply. Requests for accelerated promotion shall be backed by a separate memorandum setting out the grounds of recommendation;

(e ) An employee recommended for promotion shall be required to possess the qualifications and experience for the post;

(f) Where the passing of an examination/test is a prerequisite for a promotion, no employee shall be promoted unless he passes the examination/test. Passing an examination/test may qualify an employee for promotion, subject to vacancy.

(g) Only confirmed staff shall be promoted.

(h) Upon completion of approved leave with or without pay, staff may be considered for upgrade upon application subject to availability of vacancy.

(i) An employee who feels that he has been unfairly left out in a promotion exercise may appeal to the Registrar through his Head of Department/Unit for the consideration of his case.

#### **5.4.0 POINT OF ENTRY OF PROMOTION**

5.4.1 Any officer promoted from one grade level to another shall enter the higher grade scale at a point that gives him a salary increase or ensures a financial advantage over his previous salary.

#### **5.5.0 EFFECTIVE DATE OF PROMOTION**

5.5.1 Promotion shall take effect on the 1st day of October of each year

## CHAPTER 6

### LEAVE

#### 6.1.0 ANNUAL LEAVE

6.1.1 Annual leave shall be approved by the Registrar on the recommendation of the Head of Department/Unit in line with the provisions of Section 6.2.1 below or as may be subsequently modified or amended.

#### 6.2.0 CONDITIONS FOR ANNUAL LEAVE

6.2.1 The number of days of leave to be granted to permanent employees during a calendar year shall be as follows:

CONTISS 1-2 – 21 working days

CONTISS 3-5 – 35 working days

6.2.2 Proportional (Pro-rata) Leave is a vacation granted to a new or retiring officer in proportion to the number of days he has put into the service. Any period of service under 30 days shall not be reckoned with. The calculation of proportionate leave shall be done in line with the table below:

	<b>CONTISS 3 – 5</b>	<b>CONTISS 1 – 2</b>
12 months	35 days	21 days
11 months	32 days	19 days
10 months	29 days	18 days
9 months	26 days	16 days
8 months	23 days	14 days
7 months	20 days	12 days
6 Months	18 days	11 days
5 months	15 days	9 days
4 months	12 days	7 days
3 months	9 days	5 days
2 months	6 days	4 days
1 month	3 days	2 days

6.2.3 An officer who joins the University service during the course of the Leave Year will not normally be granted an annual leave but a proportionate leave as indicated above.

6.2.4 Leave Year: The leave year shall be the period from 1st January in any year to 31st December of the same year. A permanent employee shall be free to take his annual leave at any time within the period subject to Departmental/Unit exigency.

6.2.5 Where an employee has served for six months or more, in the leave year, he shall be granted pro-rata leave the following year as specified in section 6.3.1 above.

6.2.6 Leave Roster: To ensure that all employees are granted the amount of leave to which they are eligible during the leave year at the time most convenient to the service of the University, Heads of Departments/Units shall prepare and forward to the Registrar a leave roster in respect of every employee in his department/unit. Such leave roster shall be prepared during the first month of the leave year and copies forwarded to the

Registrar.

6.2.7 An employee who returns from study leave or in-service training during a leave year and has not served for a minimum period of six months during that leave year, shall not qualify for

annual leave.

6.2.8 Any leave due but not utilized in respect of a particular leave year shall normally lapse. For exigency of service supported by the recommendation of the Head of Department/Unit, an employee may be allowed to extend his/her leave year to the end of March of the following year.

6.2.9 Annual leave shall be granted to an employee whose appointment terminates during the leave year provided he/she has served for not less than six months during that year.

6.2.10 A temporary employee shall be granted leave at the rate appropriate to his or her grade on completion of one (1) year of continuous service.

### **6.3.0 CURTAILMENT OF LEAVE**

6.3.1 Any employee may, at the instance of the Head of the Department/ Unit and on the approval of the Registrar be required to return to duty before the expiration of his approved leave. Any portion of such leave so curtailed shall be taken at a later date on the recommendation of the head of the department and approval by the Registrar.

### **6.4.0 CASUAL LEAVE**

6.4.1 An employee may be granted casual leave up to a maximum of 7 days in a year and not more than 3 days on any one occasion at the recommendation of the Head of Department/Unit and the approval of the Registrar. This is to be taken from unutilised Annual Leave.

6.4.2 The Registrar will notify the Head of Department/unit as soon as such permission is granted and also on resumption of duty, the Head of Department/unit will notify the Registrar.

### **6.5.0 EXAMINATION LEAVE**

6.5.1 An employee shall be allowed special leave on full pay to sit for an examination recognized by the University, provided that there is evidence of registration for the examination and the examination timetable is made available in support of the application.

6.5.2 The duration of such leave shall be the period necessary for him to sit for the examination as specified in the examination timetable. Any period above 14 working days shall be deducted from annual leave for the year and if it has been exhausted, it shall be deducted from the following year's annual leave.

### **6.6.0 MATERNITY LEAVE**

6.6.1 A female employee on permanent appointment shall be granted sixteen (16) weeks maternity leave on presentation of the Expected Date of Delivery (EDD) Certificate issued by a medical practitioner and certified by the Director of Health Services of the University.

6.6.2 A temporary female employee may be granted sixteen (16) weeks maternity leave without pay on presentation of the Expected Date of Delivery (EDD) Certificate issued by a medical practitioner and certified by the Director of Health Services provided that she has been employed for not less than six months.

6.6.3 A Pregnant member of staff shall be required to obtain and submit in good time to the Registrar through her Head of Department / Unit, a Medical certificate showing the expected date of delivery. This shall be submitted not less than four (4) weeks before the commencement

of the maternity leave.

6.6.4 Maternity leave shall be made up of the employee's annual leave which shall be on full pay for married and unmarried staff. 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.

6.6.5 A female employee who is nursing a child shall be granted two hours off-duty before the closing hour each day for a period not exceeding six months from the date of resumption from maternity leave.

#### **6.7.0 PATERNITY LEAVE**

6.7.1 Paternity Leave is for serving male officers whose spouse delivers a baby.

6.7.2 The period of the leave shall be fourteen (14) working days. The leave shall not be more than once in two (2) years and for a maximum of four (4) children.

6.7.3 Where the family of a male officer adopts a child under four months old, the officer will similarly enjoy Paternity Leave for a period of fourteen (14) working days.

6.7.4 Request for such leave shall be accompanied by the Expected Date of Delivery's (EDD) report of the officer's wife or evidence of approval of the adoption of the child by the relevant Government bodies.

#### **6.8.0 SICK LEAVE**

6.8.1 An employee who is absent from duty on grounds of ill health shall be regarded as absent from duty on sick leave provided such illness is covered by a certificate of sickness issued by the Director of the University Health Services or any other Medical practitioner and certified by the director of the University Health Services.

6.8.2 Provided there is a reasonable prospect of an employee's eventual recovery and return to duty after illness, he may be allowed sick leave with full pay for up to a period not exceeding six months in the aggregate during any period of the year. Thereafter, sick leave on half pay, subject always to a maximum of 12 months sick leave in any continuous period of four (4) years or less, may be granted.

6.8.3 An employee who is incapacitated as a result of an injury sustained in the cause

of his official duties shall be entitled to draw full salary until he is discharged from sick leave or medically declared permanently invalid.

6.8.4 Any sick leave above one (1) year during a period of four (4) years or less shall be without pay and shall not be reckoned with for purposes of salary increment.

6.8.5 An employee who is recommended by the University Board of Health Services to be permanently invalidated shall cease, with effect from the date of the approval of such recommendation by the University Administration, to be eligible for sick leave. Therefore, necessary action(s) shall be taken in line with the extant regulations stipulated in Sections 7.6.2, 7.6.3 and 7.6.4. of the Revised Conditions of Service for Junior Staff.

6.8.6 The sick leave history of any employee shall be noted in their annual or periodic report as well as in their personnel records at the Directorate of Human Resources. Such records shall be an important factor in considering staff member's eligibility for some of the privileges conferred by these regulations.

#### **6.9.0 STUDY LEAVE**

6.9.1 Objectives: To encourage staff of proven ability to improve their knowledge, skills and professional competence.

6.9.2 Duration: The duration of study leave as herein provided, shall be for one (1) year in the first instance, renewable for another one (1) year only.

#### **6.10.0 CONDITIONS FOR STUDY LEAVE**

6.10.1 All awards under this scheme shall be made subject to the availability of funds.

6.10.2 the course to be undertaken by the awardee shall be directly relevant to the work of the Department or Unit of the awardee

6.10.3 All applicants shall be members of staff who are being specially nominated by their Heads of Departments/Units to undergo a course of training).

6.10.4 All courses shall normally be tenable in Nigeria. Courses outside Nigeria shall only be considered in exceptional cases.

6.10.5 A confirmed employee may apply for study leave without prejudice to Section 6.9.3 above after a continuous service of at least 2 years.

6.10.6 Such a member of staff shall route his application through his Head of Department/Unit to the JSA&PC for consideration. The application shall be accompanied by an up-to-date Curriculum Vitae of the applicant as well as a statement outlining a proposed programme of work or study, and specifying the place where it is to be carried out.

6.10.7 Each application for study leave shall be considered on its merit, paying particular attention to the recommendation of the Head of Department/Unit.

6.10.8 In appropriate cases, the Junior Staff Appointments and Promotions Committee

may grant study leave to an employee with or without pay.

6.10.9 Study leave without pay may be granted to a confirmed employee who pursues a course which is relevant to his primary assignment in the University.

6.10.10 Study leave without pay may be granted to a confirmed employee if the course is not considered directly relevant to the applicant's primary assignment in the University.

6.10.11 Employees who benefit from study leave under this provision shall normally be re-absorbed into the University services provided that the University shall not be obliged to regrade such an employee on completion and return to the service of the University.

### **6.11.0 BOND**

6.11.1 A member of staff granted study leave shall abide by the conditions governing such leave

6.11.2 A member of staff who benefits from study leave with pay shall be required to enter into a bond to serve the University for a minimum period of one (1) year for every year of release.

### **6.12.0 OVERSTAYING OF LEAVE**

6.12.1 A member of staff who fails to return to work at the University after the stipulated period, without the prior consent of the University in writing, shall be regarded as having absconded from duty for the period of the study leave and shall be liable (where applicable) to refund any salary and allowances paid to him during the study leave, and may also be subject to appropriate disciplinary action.

### **6.13.0 LEAVE FOR SPORTING EVENTS**

6.13.1 An employee who is a member of a recognized University Sports Team may, on the recommendation of his team Manager:

Be granted leave by the Registrar to take part in an approved sporting event. The period during which an employee may be permitted to be absent from duty to take part in any such sporting event shall be determined as follows:

Number of days required for the actual sporting activity;

Number of days required for travelling to and from the place arranged for the sporting event; and Any number of days over (i) and (ii) above mentioned, which are certified as necessary by the appropriate Sports Council shall be allowed, Any employee granted leave under this regulation will not be eligible for transport at University expense except where team transport is provided. The Head of Department/Unit shall be informed in writing on the granting of such leave.

### **6.14.0 LEAVE FOR TRADE UNION ACTIVITIES**

6.14.1 An employee who is an official of a registered Trade Union may be granted leave to attend important Trade Union activities. The period of such leave shall be determined by –

Number of days required for the actual Trade Union Conference and Business;

Number of days required for travelling to and from the place arranged for the

Conference and Business.

#### **6.15.0 STAFF DEVELOPMENT LEAVE/AWARD**

6.15.1 Any member of staff may through his Head of Department, Dean and Provost (where applicable) for consideration of Junior Staff Appointment and Promotion Committee (JSA&PC) apply for Staff Development Leave

6.15.2 Only a confirmed member of staff recommended by his Head of Department/Unit may be considered for the Staff Development Award on such terms and conditions including payment of salary, as may be determined by the Junior Staff Appointments and Promotions Committee.

6.15.3 The duration of the leave for Diploma or Equivalent Courses shall be One (1) year in the first instance up to a maximum of two (2) years.

6.15.4 A member of staff who, after the expiration of his Staff

6.15.5 Development Leave fails to render to the University the prescribed service as stated in

Sections 6.10.0 to 6.10.3 above, shall be liable to refund to the University all the expenses incurred by the University on him throughout the duration of the leave and may also be subject to appropriate disciplinary action.

6.15.6 A member of staff granted Staff Development Leave shall ensure that a progress report on him is forwarded to the University annually by the appropriate institution.

#### **6.16.0 LEAVE OF ABSENCE**

6.16.1 Leave of absence is the absence of a member of Staff from duty authorized on grounds of public policy.

6.16.2 A confirmed member of staff may be granted leave of absence up to one (1) year in the first instance on the recommendation of the Head of Department, Dean and Provost. Such leave may be renewed for a further period of one (1) year.

6.16.3 A member of staff granted leave of absence to

(a) take employment within an approved Public Service in

Nigeria may be permitted to do so, subject to a maximum of five (5) years following which the officer shall be required to return to his post or transfer his service to his new establishment.

(b) The maximum of five (5) years of leave of absence is inclusive of all forms of leave that may be due to an officer during his period of leave of absence.

6.16.4 Any other case not covered by regulation 6.15:1 to 6.15:2 above shall be treated on its merit.

6.16.5 A member of staff shall not utilize his annual leave or part thereof to take up a new appointment elsewhere. Where a member of staff seeks an appointment in another establishment after responding to an advertisement he shall be required to seek the transfer of his service or have his appointment terminated.

6.16.6 Leave of Absence shall be utilized only for the purpose for which it was approved.

6.16.7 Any member of staff granted leave of absence shall not be entitled to promotion during the period of the leave of absence.

### **6.17.0 SEMINARS, COLLOQUIA, WORKSHOPS AND SHORT COURSES NOT LASTING MORE THAN 4 WEEKS**

6.17.1 These shall normally be covered by a grant from the Staff Development Scheme.

6.17.2 A member of staff may apply for a grant to attend a seminar, symposium, colloquium, workshop or short course lasting not more than four (4) weeks.

6.16.3 In his application, the member of staff shall indicate why he wishes to attend a seminar, symposium, colloquium, etc. as the case may be, as well as the benefits which he feels the University will derive from such attendance.

6.17.4 The Head of the Department/unit shall be required to comment on the suitability of the applicant, the benefits derivable by the University from the applicant's attendance at the seminar, symposium, colloquium etc. as the case may be, and the willingness of the Department/unit to release the applicant for the duration of the programme.

## **CHAPTER 7**

### **MEDICAL SERVICES**

#### **7.1.0 PROVISION OF MEDICAL SERVICES**

7.1.1 There shall be a University medical services scheme maintained for the benefit of members of staff and their families as prescribed by the NHIS Act Cap N42 Laws of Federation of Nigeria 2010.

7.1.2 A member of staff, the husband/wife and up to four (4) children under the age of 18 years shall be entitled to medical care under the University Medical Services Scheme as may be in force from time to time.

7.1.3 No other person(s) outside the family captured by the NHIS Act Cap. N42 Law of the Federation of Nigeria 2010 shall be allowed to use the NHIS Registration number of the captured family at the University Health Centre.

7.1.4 Non-registered members of the captured family shall not be entitled to use the family NHIS registration number at the University Health Centre.

7.1.5 Where in the opinion of the Director of University Health Services, facilities at the University Health Centre are deemed inadequate for a particular case, referral shall be made to the nearest University Teaching/Government Hospital or Government approved private Hospital in situations where the above Hospitals are incapacitated.

#### **7.2.0 REFUND OF MEDICAL EXPENSES**

7.2.1 Refund of medical expenses where applicable may be considered following approved guidelines of the Council of the University

#### **7.3.0 TREATMENT OVERSEAS**

7.3.1 When appropriate treatment is not available in the country as certified by the Director of Health Services and recommended by the Board of Health, the University, subject to availability of funds may assist the member of staff with any or combination of the following:

Transportation of the patient to and from the country where treatment is rendered.

Pay the medical bills of the patient.

#### **7.4.0 PROCEDURE FOR OVERSEAS TREATMENT**

7.4.1 The applicant is expected to submit the following documents to the Director of University Health Services for the consideration of the University Board of Health:

Medical report from the Consultant specialist handling the medical challenge(s)

Communication in writing from the Hospital of choice abroad.

Cost implication for the treatment.

#### **7.5.0 MEDICAL EXAMINATIONS**

##### **7.5.1 MEDICAL EXAMINATION ON APPOINTMENT**

Every person selected for appointment either in a temporary or in a permanent capacity shall be required to present himself/herself for Medical examination at the University Health Centre to ascertain whether he/she is medically fit for the service.

## **7.5.2 MEDICAL EXAMINATION IN SERVICE**

An officer in the employment (permanent) of the university shall present himself/herself at the University Health Centre for periodic medical examination once every year to certify that he/she is in sound health and fit to continue in service.

7.6.1 Where the Director of Health Services thinks that the health of a sick member of staff is unlikely to permit the discharge of his normal duties, he shall constitute a Medical Assessment Board to determine the state of fitness of such staff member to continue in the service of the University. The report of the Board which shall be submitted to the Junior Staff Appointments and Promotions Committee through the Registrar shall state whether permanent or temporary infirmity is recommended.

7.6.2 A member of staff who is adjudged permanently invalid shall be so informed forthwith and his appointment may be determined in line with the terms of his letter of appointment.

7.6.3 The member of staff shall be paid his accrued terminal benefits including the cost of transportation to his hometown at the rate specified in the Conditions of Service.

7.6.4 A member of staff who is declared invalid shall be entitled to an ex-gratia payment of six (6) months' salary provided that he has served the University for not less than three (3) years.

## CHAPTER 8

### DISENGAGEMENT FROM THE UNIVERSITY SERVICE

#### 8.1.0 CONDITIONS FOR DISENGAGEMENT OR RETIREMENT FROM UNIVERSITY SERVICES WITH BENEFIT

8.1.1 The following shall be the conditions under which a member of staff may disengage or retire from the University service with terminal benefits:

The age of compulsory retirement for all junior staff members of the University shall be 65 years;

Compulsory retirement by the government or by the University in the interest of the service;

Compulsory retirement on the advice of a properly constituted Medical Board on grounds of ill-health;

A staff member who has served for a continuous period of at least 5 years is declared missing and not found for a period of 1 year thereafter.

8.1.2 A junior member of staff who wishes to withdraw/retire his services from the University shall give one month's notice in writing to the University or pay one month's salary in lieu of notice.

#### 8.2.0 UNIVERSITY PENSION SCHEME

8.2.1 There shall be a University Pension Scheme in line with the Pension Reform Act of 2004 (as amended) or as may be directed by the Federal Government of Nigeria from time to time.

#### 8.3.0 DEATH BENEFITS

8.3.1 Where a member of staff dies in service, the benefits due to him as prescribed by the Pension Reform Act 2004 (as amended) shall be payable to his legal representative or any person designated by him during his lifetime as his survivor. 'Survivors' are those persons whose names are furnished by the member of staff as next of kin in his record of service, which is kept in the records office of the Directorate of Human Resources.

#### 8.4.0 INJURY PENSION

8.4.1 Where a member of staff sustains grievous bodily injury in the course of his official duties without his fault, he shall be compensated at the prevailing rates as in the insurance policy.

#### 8.4.2 DEGREE OF INCAPACITY:

30% - 49%: 10% of compensation at the date of injury

50% - 69%: 15% of compensation at the date of injury

70% & above: 30% of compensation at the date of injury

#### 8.5.0 PAYMENT OF BENEFITS TO THE ESTATE OF STAFF MEMBERS REPORTED MISSING

8.5.1 Where an employee is missing and is not found within a period of one (1) year from the date he was declared missing, and a board of enquiry set up by the governing council decides that having regard to available information and all relevant circumstances, it is reasonable to presume that the employee is dead. The presumed dead employee's estate may be paid the applicable benefits on approval by the Council subject to regulation 8.3.1.

### **8.6.0 LEAVE WITHOUT PAY**

8.6.1 No period during which a staff member shall have been absent from duty on leave without pay shall be taken into account in computing his retirement benefits under these regulations unless the leave without pay is to pursue an approved course of study or for undertaking employment in any approved Public Service, other Universities, Institutions or Organizations

whether in Nigeria or abroad as may have been approved by the University.

### **8.7.0 NOTICE OF RETIREMENT**

8.7.1 A staff member who wishes to retire from the service of the University shall give at least 1 month's notice of the intention to retire.

8.7.2 Retiring officers are expected to take necessary measures to put their records in order to facilitate the speedy processing of their retirement benefits.

### **8.8.0 UNIVERSITY-WIDE INSURANCE**

8.8.1 Each member of staff shall be covered 24 hours a day under the University-wide Insurance Policy (Group Personal Accident Insurance Policy) which takes care of deaths resulting from accidents sustained whether at work, at home, whilst travelling, during recreation, or whilst temporarily residing in any part of the world.

8.8.2 The next of kin or designated survivor(s) shall be entitled to the insurance benefits appropriate to the deceased.

### **8.9.0 FORMS OF DISENGAGEMENT FROM THE UNIVERSITY SERVICE**

#### **8.9.1**

Normal retirement;

Compulsory retirement;

Voluntary retirement;

Resignation of Appointment

Termination of Appointment/Dismissal;

Withdrawal of Service; and

Death

#### **8.9.2 COMPULSORY RETIREMENT**

8.9.3 A member of staff may be compulsorily retired on medical grounds, abolition of office, or as a disciplinary action.

#### **8.9.4 VOLUNTARY RETIREMENT**

8.9.5 Any member of staff may retire voluntarily at an age below compulsory retirement age (65 years).

#### **8.9.6 RESIGNATION OF APPOINTMENT/TERMINATION OF APPOINTMENT/DISMISSAL**

8.9.7 A member of staff may resign his appointment by giving due notice or pay in lieu of notice as stipulated in Section 8.7.1 provided that he is not under bond with the University.

By the provisions of Regulation 15 of the Pension Reform Act 2004, all previous pensionable service is forfeited on resignation and cannot be taken into account for pension purposes if the officer is subsequently re-employed except where, under certain circumstances, such a break in service has been condoned by the Office of Establishments and Pension.

8.9.8 Where a member of staff is dismissed from service or his appointment terminated

in line with the provisions in

11.6.0 and 11.7.0, the provisions of the Pension Reform Act 2004 (as amended) shall apply.

### **8.9.9 WITHDRAWAL OF SERVICE**

8.9.10 Where a member of staff has an intention to take up another appointment elsewhere and to transfer his service to the new employer, he shall apply for withdrawal of service.

8.9.11 A member of staff may be allowed to withdraw his service, provided he is not under bond with the University.

## **CHAPTER 9 ACCOMMODATION**

### **9.1.0 UNIVERSITY POLICY ON HOUSING**

9.1.1 The University may, as far as its financial resources permit, provide accommodation suitable for use as living quarters for its junior staff.

9.1.2 The prevailing Federal Government Policy on Staff housing as may be reviewed from time to time shall apply.

9.1.3 The Federal University of Health Sciences, Ila-Orangun Property Management Board has responsibility for the Management of University properties including residential accommodation in line with the guidelines approved for it by the Council.

9.1.4 A new member of staff on CONTISS 02 and 03 from outside Osun State who is not normally entitled to University quarters shall be given a sum of N30,000 in lieu of hotel accommodation.

9.1.5 A member of staff deployed outside his station whose engagement requires an overnight stay and shall be entitled to a per diem at the government's prevailing rate.

9.1.6 University quarters (if available) may be allocated to members of Junior Staff who apply for them and are qualified.

9.1.7 When quarters become available to this category of staff, rents shall be fixed in line with the sizes of the houses and the facilities available in them.

**CHAPTER 10**  
**LOANS, ADVANCES, ALLOWANCES AND GRANTS**

**10.1.0 SALARY ADVANCE**

10.1.1 An advance of one month's salary may be approved within three months of the first appointment of a new member of staff and shall be refundable in three equal consecutive monthly instalments deducted from the employee's salary. The first of such instalments shall be made in the month following the month in which the advance was given.

10.1.2 At other times, an advance of one month's salary may be given under special circumstances, on the recommendation of the Head of Department/Unit, subject to the approval of the Bursar.

**10.2.0 RENT ADVANCE**

10.2.1 On an application by a confirmed member of the Junior staff who has been in the University employment for at least five (5) years, to the Staff Housing Allocation Committee for a rent advance payment, the Committee shall consider the advance not exceeding the officer's annual rent allowance to the Bursar.

**10.3.0 HOUSING LOAN**

10.3.1 A member of staff shall be eligible for a housing loan on such terms and conditions as are prevailing in the University.

**10.4.0 LOANS OUTSTANDING AT TERMINATION OF APPOINTMENT OR RETIREMENT FROM SERVICE:**

10.4.1 A member of staff leaving the service of the University, due to withdrawal/termination of appointment, and who has an outstanding loan balance shall settle all his indebtedness to the university before the actual date of his departure failing which he shall not be given clearance.

10.4.2 Where it is not possible to recover outstanding balance(s) loans or advances on termination or withdrawal of service from the University, the guarantors shall be liable to pay such balance equally.

**10.5.0 ALLOWANCES**

**10.5.1 TRANSPORT ALLOWANCE**

Consolidated

**10.5.2 KILOMETRE ALLOWANCE**

Whenever a member of staff undertakes an official journey outside his duty station, he shall be entitled to mileage allowance at the prevailing rate.

**10.5.3 NIGHT ALLOWANCE**

Whenever a member of staff undertakes an official journey outside his duty station for more than one day, he shall be entitled to a night allowance at the prevailing rate.

**10.5.4 ACCOMMODATION ALLOWANCE**

On assumption of duty by a member of staff employed from outside Osun State, the staff member shall be entitled to accommodation allowance at the prevailing approved Government rate in lieu of hotel accommodation:

**10.5.5 LOCAL COURSE ALLOWANCE**

A member of staff sponsored for a local course training or workshop shall be entitled to a course allowance which shall include registration fee, transportation, accommodation and board at the approved rates.

#### **10.5.6 OVERTIME ALLOWANCE**

Overtime allowance at the approved rates shall be paid to appropriate employees when they come to work on Saturdays, Sundays, and Public Holidays or when they put in extra hours during normal working days.

#### **10.5.7 SHIFT ALLOWANCE**

Shift duty allowance at an approved rate shall be paid to such categories of employees who perform shift duties.

#### **10.5.8 REPATRIATION ALLOWANCE**

On retirement, withdrawal of service, resignation or cessation of appointment after a period of meritorious service, staff, spouse and a maximum of four (4) children below 18 years of age shall each be entitled to passage to their home town at the approved rate.

#### **10.5.9 PASSAGES WHERE BOTH HUSBAND AND WIFE ARE MEMBERS OF STAFF.**

Where both husband and wife are members of staff of the University, they shall be entitled to passages in their individual rights. However, they shall not both claim passages in respect of the same children.

#### **10.5.10 HAZARD ALLOWANCE**

As approved from time to time by the Council.

10.5.11 Meal Subsidy Allowance

Consolidated

10.5.12 Utility Allowance

Consolidated

#### **10.6.0 NO ACCIDENT BONUS**

(a) Motor drivers or Drivers/Mechanics, on permanent or temporary appointment, shall be entitled to an

(b) the annual no-accident bonus of N10,000 for every year of

(c) accident-free driving.

(d) The term 'accident' in this context means any occurrence whereby damage is done to property or any kind of injury is done to persons and animals which, in the opinion of the University, is attributable to how such driver/driver mechanic drove or managed the vehicle, that is adjudged by the University to be at fault.

#### **10.7.0 STAFF DEVELOPMENT ALLOWANCES:**

10.7.1 A member of staff training under the Staff Development Scheme shall be entitled to the prevailing allowances as follows:

Book allowance – N50,000 once and for all.

Full salary for the duration of the award; and

Tuition – As charged by the Institution concerned.

Note: The award shall only be tenable in Institutions within Nigeria.

**10.8.0 ALLOWANCE FOR STAFF ON APPROVED PART-TIME /SANDWICH COURSES**

10.8.1 There shall be a rebate of 50% of tuition fees for staff on approved part-time/sandwich courses run by the Federal University of Health Sciences, Ila-Orangun.

## CHAPTER 11

### DISCIPLINE

#### 11.1.0 PREAMBLE

11.1.1 The power to exercise disciplinary control over members of staff of the University, shall in line with the Federal University of Health Sciences Ila-Orangun Act 2023, be vested in the Vice-Chancellor and University Council.

11.1.2 Subject to the provisions of this Act or any other regulations in force, sanctions shall be imposed on any staff who is involved in any act of misconduct.

11.1.3 (a) Misconduct is a specific act of wrongdoing or any improper behaviour which is inimical to the image of the University and which can be investigated and proved. This can lead to termination of appointment and/or compulsory retirement. It includes but is not limited to the following:

1. Scandalous conduct such as:

Immoral behaviour;

Unruly behaviour;

Drunkness;

Use of foul language;

Assault; and

Battering

2. Refusal to proceed on transfer or to accept posting;

3. Habitual lateness to work;

4. Deliberate delay in treating official documents;

5. Failure to keep records;

6. Unauthorized removal of public records;

7. Dishonesty;

8. Negligence;

9. Membership of unregistered Association(s);

10. Sleeping on duty;

11. Improper dressing while on duty;

12. Hawking merchandise within University premises;

13. Refusal to take/carry out lawful instruction from superior officers;

14. Malingering;

15. Insubordination; and

16. Discourteous behaviour to the public.

(b) Serious misconduct is a specific act of very serious wrongdoing and improper behaviour which is inimical to the image of the University and which can be investigated and if proven, may lead to dismissal. It includes but is not limited to the following:

1. Falsification of records;

2. Suppression of records;

3. Withholding of files;

4. Conviction on a criminal charge (other than a minor traffic offence or the like);

5. Absence from work without leave/permission;

6. False claims against University officials;

7. Engaging in partisan political activities;

8. Bankruptcy/Serious financial embarrassment;
9. Unauthorized disclosure of official information;
10. Unauthorized undertaking of any study programme (Full-time or Part-time);
  - (a) A member of staff shall not undertake any unauthorised study programme whether full or part-time programme.
  - (b) Amnesty may not be granted to any staff undertaking an unauthorised programme except at the discretion of the council subject to proper application by the concerned staff.

**11. Corruption:**

- (a) Bribery/Any form of gratification;
- (b) Embezzlement;
- (c ) Misappropriation;
- (d) Extortion;
- (e) Admission racketeering; etc.
12. Violation of oath of secrecy;
- 13 Action prejudicial to the security of the University;
14. Advance fee fraud;
15. Holding more than one full-time paid job;
16. Nepotism or any other form of preferential treatment;
17. Divided loyalty;
18. Sabotage;
19. Wilful damage to public property e.g. felling of economic trees, destroying of farmland;
20. Sexual harassment/assault;
21. Examination misconduct;
22. Plagiarism;
23. Hiding information about previous retirement status in the Public or Civil Service to take up a tenure appointment with the University and;
24. Any other act of wrongdoing prejudicial to good conduct

**11.2.0 DISCIPLINARY MEASURES/SANCTIONS**

11.2.1 A staff member who engages in any act of misconduct such as stated in Section 11.1.3 above, shall be liable to be disciplined, as appropriate, in any way which may include any or a combination of the following ways:

- (a) Written warning after a query;
- (b) Reprimand;
- (c ) Withholding of Annual Salary Increment;
- (d) Suspension from duty and/or office;
- (e ) Demotion;
- (f) Withholding of promotion/loss of promotion;
- (g) Interdiction;
- (h) Termination of Appointment;
- (i) Compulsory Retirement;
- (j) Dismissal; and
- (k) Restitution.

### **11.3.0 PROCEDURE FOR DISCIPLINARY MEASURES/SANCTIONS**

11.3.1 Disciplinary proceedings shall be initiated in line with the provisions of the Federal University of Health Sciences, Ila-Orangun Act 2023 Laws of the Federation of Nigeria 2023.

11.3.2 The Head of Department/Unit shall have a duty to report to the Registrar in writing any case of misconduct on the part of any member of his staff that comes to his notice.

11.3.3 The procedure shall be as follows:

(a) Query:

A member of staff who commits an act of misconduct shall be given a written query by the Head of Department/Unit, a copy of which shall be sent to the Registrar. If his explanation is considered by the Head of his Department as reasonable, no further action shall be taken against him. This shall be communicated to the staff and the Registrar shall be so informed in writing;

If a member of staff is queried and his response is found unacceptable, the query and the response thereto shall be forwarded to the Registrar by the Head of Department

(b) Warning:

(i) If the Registrar on receipt of such a report finds that the response to the query is unacceptable but does not warrant severe disciplinary action, the Registrar may issue another query and/or a written warning.

(ii) A written warning shall normally be regarded as final and any other offence shall be liable to a more severe disciplinary measure/sanction, and the reason for the disciplinary action shall be communicated to the staff.

11.3.4 If the Registrar on receipt of such a report finds that the response is unacceptable and warrants severe disciplinary action, he shall forthwith forward it to the Vice-Chancellor with his comments. The Vice-Chancellor, after conducting such inquiries as he may deem fit, shall refer it to the Staff Disciplinary and Appeals Committee or take an appropriate disciplinary measure/sanction on the member of staff including withholding of annual salary increment, withholding/loss of promotion, demotion and report to the Council.

11.3.5 There shall be a staff Disciplinary and Appeals Committee whose duties shall be to investigate and report on any disciplinary matter referred to it by the Vice-Chancellor or the Council.

11.3.6 The Vice-Chancellor reserves the right to directly refer any matter which comes to his notice to the Staff Disciplinary and Appeals Committee.

### **11.4.0 SUSPENSION FROM DUTY AND/OR OFFICE**

11.4.1 If, in the opinion of the Vice-Chancellor, an act of misconduct has been committed that is serious to warrant a drastic punishment, the staff shall be suspended from duty by the Vice-Chancellor and placed on half-pay

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

11.4.3 While on suspension, the staff shall not be allowed to leave the services of the University until the determination of the case.

11.4.4 A staff who is suspended shall not carry out his duties or visit his place of work except with the express written permission of the Registrar. He shall hand over all University property in his possession to his Head of Department/Unit.

11.4.5 If he is not found guilty of the misconduct for which he has been suspended, he will be reinstated in his post.

11.4.6 If he is reinstated, he will receive his full pay for the period of the suspension.

11.4.7 (a) A staff who is on suspension and half salary, if found guilty of the misconduct shall be given appropriate sanction by the staff disciplinary committee with effect from the date of approval by the council

(b) This notwithstanding, the staff shall be paid the backlog of the half salary during the period of suspension.

11.4.8 A staff shall not leave his station during the period of suspension without the written permission of the Registrar. But if he violates this provision, he will render himself liable to a charge of serious misconduct.

### **11.5.0 INTERDICTION**

11.5.1 A member of staff who has been charged with a criminal offence in a court of law or tribunal on minor traffic or sanitation offence whether or not connected with the University, shall be interdicted by the Vice-Chancellor who shall report to the Council thereafter.

11.5.2 The Registrar shall give a formal notice of interdiction to the member of staff concerned, stating the date from which the interdiction takes effect, the duration and the reasons for it.

11.5.3 For as long as a member of staff is on interdiction, he shall cease to report for duty and shall receive only half of his salary.

11.5.4 A member of staff who is on interdiction shall be required to hand over the keys to his office and any equipment in his charge to his Head of Department/Unit or his representative. He shall be forbidden to carry on his normal duties at the University.

11.5.5 Where at the end of the proceedings the member of staff is not found guilty of the criminal charge(s) levelled against him, he shall immediately be reinstated and shall receive the balance of his emoluments from the date of his interdiction.

11.5.6 Where at the end of the proceedings, the member of staff is found guilty of the criminal charge(s) levelled against him, he shall be dismissed with effect from the date of his conviction and shall forfeit the balance of his emoluments.

### **11.6.0 TERMINATION**

11.6.1 The appointment of any staff may be terminated on the recommendation of the Staff Disciplinary and Appeals Committee for an act of misconduct.

11.6.2 Any member of staff who is found to have hidden information about his previous retirement status in the public or civil service to take up a tenure appointment with the University shall have his appointment promptly terminated while further action may be taken to retrieve what he has earned.

### **11.7.0 DISMISSAL**

11.7.1 The University may without notice or payment in lieu of notice dismiss any staff on the recommendation of the staff Disciplinary and Appeals Committee for an act of misconduct, severely prejudicial to the interest of the University or on a criminal conviction.

### **11.8.0 INEFFICIENCY: PROCEDURE FOR DISCIPLINARY MEASURES/SANCTIONS**

11.8.1 Inefficiency consists of a series of omissions or incompetence, the cumulative effect of which shows that the officer is not capable of discharging efficiently the duties of the office he holds.

11.8.2 It shall be the duty of every Head of Department/Unit, as soon as he observes any fault or shortcoming in the work of an officer subordinate to him, to bring it to the officer's notice and to record that such has been done to improve the officer's usefulness and efficiency in the service of the University.

11.8.3 Before the proceedings of severe sanction or termination of appointment of an officer for general inefficiency may be commenced, he must have been warned on three occasions in writing.

11.8.4 Inefficiency as a result of physical or mental incapacity shall lead to removal from office after obtaining medical advice from the University Board of Health indicating that the person concerned is unfit to continue to hold office/appointment.

### **11.9.0 APPEAL**

A person who is sanctioned for an act of misconduct according to the provisions of Section 16 of the University Act may appeal to the Council or the Visitor as appropriate.

### **11.10.0 THE ROLES OF THE COUNCIL IN STAFF DISCIPLINE**

11.10.1 To consider reports from the Vice Chancellor as well as recommendations from the Staff Disciplinary and Appeals Committee.

11.10.2 If it appears to the Council that there are reasons for believing that any person employed as a member of staff of the University, other than the Vice-Chancellor, should be removed from his/her office or employment on the grounds of misconduct or inability to perform the functions of his/her office or employment, the Council shall cause the notice of the reasons to be given to the person in question and members of the Council so request for a review within the period of one month beginning with the date of the notice, make arrangements for a Joint Committee of the Council and the Senate to investigate the matter and to report on it to the Council; and for the person in question to be afforded an opportunity of appearing before and being heard by the Investigating Committee concerning the matter, and if the Council, after considering the report of the investigating committee, is satisfied that the person in question should be removed as aforesaid, the Council may so remove him by an instrument in writing signed on the directives of the Council.

11.10.3 The Vice-Chancellor may in case of misconduct by the member of staff which in the opinion of the Vice Chancellor is prejudicial to the interest of the University, suspend such member and any of such suspension shall forthwith be reported to the Council.

11.10.4 For good cause, any member of staff may be suspended from his duties or his appointment may be terminated by the Council, and for this sub-section "good cause" means:

(a) conviction for any offence which the Council considers to be such as to render

- the person concerned unfit for the discharge of the function of his office; or
- (b) any physical or mental incapacity which the Council, after obtaining medical advice, considers to be such as to render the person concerned unfit to continue to hold his office, or

© conduct of a scandalous or of other disgraceful nature which the Council considers to be such as to render the person concerned unfit to continue to hold his office, or

- (c) conduct which the Council considers to be such to constitute failure or inability of the person concerned to discharge the functions of his office or to comply with the terms and conditions of his service.

11.10.5 Any person suspended according to subsection 11.4.3 or 11.4.4 above shall be on half pay and the Council shall before the expiration of a period of three months after the date of such suspension consider the case against that person and come to a decision as to:

(a) whether to continue such a person's suspension and if so, on what terms including the proportion of his emolument to be paid to him;

(b) whether to reinstate such person in which case the Council shall restore his full emolument to him with effect from the date of suspension;

© whether to terminate the appointment of the person concerned in which case such a person will not be entitled to the proportion of his emolument withheld during the period of suspension; or

- (d) whether to take lesser disciplinary action against such person (including the restoration of such proportion of emoluments that might have been withheld) as the Council may determine and in any case where the Council, according to this section, decides to continue a person's suspension or decides to take further disciplinary action against a person, the Council shall before the expiration of a period of three months from such decision come to a final determination in respect of the case concerning any such person.

11.10.6 It shall be the duty of the person by whom an instrument of removal is signed according to sub-section 11.4.2 above to use his best endeavours to cause a copy of the instrument to be served as soon as reasonably practicable on the person to whom it relates.

For the purpose of these conditions of service, the Council shall reserve the powers to take 11.10.7 further steps to ensure good discipline and orderly and efficient administration of the University.

11.10.8 Nothing in the foregoing provisions of this section shall prevent the Council from making regulations for the discipline of other categories of staff and workers of the University as may be prescribed.

### **11.11.0 COURT ACTION**

11.11.1 No staff shall resort to litigation without first exhausting the internal avenues for settling grievances or seeking redress in the University

## **CHAPTER 12**

### **MISCELLANEOUS**

#### **12.1.0 UNIFORMS**

12.1.1 All employees who are required to wear uniforms including boots, while on duty, shall be provided at the expense of the University, and uniforms so provided shall be replaceable not less than once every two (2) years.

12.1.2 It shall be an offence for this category of staff not to wear the uniforms provided while on duty.

12.1.3 Employees shall be responsible for the maintenance of the uniforms in good condition.

12.1.4 An employee may be surcharged with the cost of replacement of any uniform in his charge which has become unserviceable through neglect, lack of care or wilful damage on his part.

12.1.5 Any employee whose uniform gets damaged in the course of official duty shall have the uniform replaced by the University immediately.

12.1.6 Before leaving the service of the University for any reason whatsoever, any employee issued with uniforms and other University property shall surrender them through his Head of Department/Unit, the failure of which shall attract appropriate sanction.

#### **12.2.0 GAINFUL EMPLOYMENT**

12.2.1 No employee shall engage in any occupation which conflicts with his official duties in the University. Any employee who contravenes this provision shall be liable to dismissal.

#### **12.3.0 DAMAGE TO UNIVERSITY PROPERTY**

12.3.1 An employee may be dismissed from service, have his/her appointment terminated or face any other sanction as may be determined in line with these conditions of service on the recommendation of the Staff Disciplinary and Appeals Committee (SDAC) for any wilful or negligent damage to University property. Alternatively, the employee or employees concerned may be compelled to pay for the cost of repairs or replacement at the current price of the damaged property.

#### **12.4.0 NEED FOR DETAILED AND CURRENT RECORDS OF STAFF MEMBERS**

12.4.1 Every member of staff shall furnish the Directorate of Human Resources of the Registry with detailed information about himself/herself as the Directorate may require.

12.4.2 Any change in the information supplied or any additional information required for calculating the retirement benefit of the member of staff shall be supplied by him or her promptly.

#### **12.5.0 STAFF IDENTITY CARD**

12.5.1 All employees shall be provided with an identity card by the University which shall be replaceable every 3 years by the University Administration.

12.5.2 It shall be an offence for staff not to wear his/her staff identity card while on duty.

12.5.3 An employee shall be surcharged for the cost of replacement for the loss of the staff Identity card.

12.5.4 Before leaving the service of the University for any reason whatsoever, any employee issued with a staff identity card shall surrender it through his head of Department/Unit, failure of which shall attract appropriate sanction.