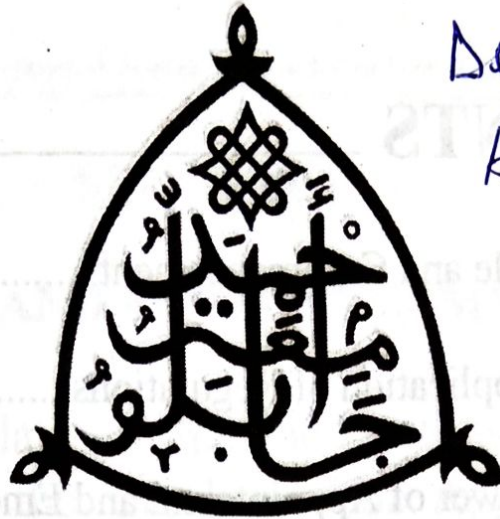




**REGULATIONS GOVERNING
THE CONDITIONS OF
APPOINTMENT
OF SENIOR STAFF OF
AHMADU BELLO UNIVERSITY**

MARCH, 2011

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SECTION I

TITLE AND COMMENCEMENT

- 1a) These regulations shall be cited as Regulations Governing the Conditions of Appointment of Senior Staff of Ahmadu Bello University, Zaria. It shall come into force on 1st March, 2011.
- 1b) Where any provision of these Regulations is inconsistent with the University Statutes and Laws, the Statutes and Laws shall prevail to the extent of the inconsistency.
- 1c) **Definitions:**
- (i) **Senior Staff:** Refers to all staff of the University on CONTISS 6 or CONUASS 1 and above.
- (ii) **University:** Means Ahmadu Bello University, Zaria as defined by CAP 14 Laws of the Federation of Nigeria (1990), CAP A14 Laws of the Federation of Nigeria (2004) and The University (Miscellaneous Provisions) (Amendment) Act 2003.

- (iii) **Council:** Means the Council of Ahmadu Bello University as established by CAP A14 Laws of the Federation of Nigeria. (1990).
- (iv) **Vice-Chancellor:** Means the Vice-Chancellor of Ahmadu Bello University appointed in accordance with the relevant A.B.U. Statutes and Laws of the Federation of Nigeria (1990) and The University (Miscellaneous Provisions) (Amendment) Act 2003.
- (v) **Registrar:** Means the Registrar of Ahmadu Bello University appointed in accordance with the relevant A.B.U. Statutes and CAP 14 Laws of the Federation of Nigeria (1990).
- (vi) **Bursar:** Means the Bursar of Ahmadu Bello University appointed in accordance with the relevant A.B.U. Statutes and CAP 14 LAWS of the Federation of Nigeria (1990).
- (vii) **University Librarian:** Means the University Librarian of Ahmadu Bello University appointed in accordance with

the relevant A.B.U. Statutes and CAP 14 Laws of the Federation of Nigeria (1990).

(viii) **Academic Staff:** Means University staff whose primary duty is teaching and/or research.

(ix) **Administrative Staff:** Means University staff who are not members of the academic staff.

(x) **Leave Year;** Means the period from 1st October to 30 September of the following year.

(xi) **Financial Year:** Means the period from 1st January to 31st December of the same year.

(xii) **Incremental Date:** Means 1st January of every year.

(xiii) **Academic Year:** Means the twelve month period beginning from 1st October to 30 September of the following year and containing two semesters or such

other period as the University Senate may determine from time to time.

(xiv) **Department:** Means any teaching, research, administrative Unit, Institute, Centre, School or any other Unit so recognised by the University Council.

(xv) **Head of Department:**

a) Means a person appointed by the Vice-Chancellor as designated Head of Department after due consultation with the Academic Staff of the Department.

b) A Head of Department also means an officer appointed by the Vice-Chancellor as head of a research, administrative unit, institute, centre, school or any other unit recognised by the University Council.

(xvi) **Child:** In relation to a staff member, means a biological child of the staff, legally adopted child or a ward.

(xvii) **Family:** In relation to a staff member, means his/her spouse and children up to a maximum of four not above the age of 18 years who are unmarried and not in gainful employment and wholly dependent on the member of staff concerned.

(xviii) **Good Cause:** Shall mean gross-misconduct or inability of the staff to carry out the duties of his/her office or employment. This includes for academic staff, non-completion of masters degree within three years of employment.

(xix) **Misconduct:** Means general misconduct to the prejudice of the good name of the University and/or of discipline and the proper administration of the business of the University, and, without prejudice to the generality of this definition includes, corruption, dishonesty, drunkenness in the course of duty, false claims against the University or any of its constituent parts, insubordination, divided loyalty, negligence, falsification and suppression of records and conviction for a criminal offence rather than traffic or boating

offences, absence without leave from duty for two consecutive or more nights without satisfactory reason, disobedience of any order issued by any legally constituted authority of the University, failure to appear or to answer any questions satisfactorily in any investigations before a person or body designated by the University or any of its constituent bodies for the purpose of any of these regulations.

1d) Interpretation

In the event of any question regarding the interpretation of these Regulations, except in financial matters, the question shall be referred in the first instance, to the Registrar and thence, on appeal to the Vice-Chancellor. In the case of financial matters, the question shall be referred to Bursar and thence on appeal, to the Vice-Chancellor.

SECTION 2

APPLICATION OF REGULATIONS

- 2a) These regulations apply to all senior staff (as defined by the Council) in all Units of the University, on full time appointments expressed to be for one year or longer. They apply equally to "permanent and pensionable appointments" and to "contract appointments".
- 2b) The Conditions of Appointment for shorter periods are set out in Section 3 of these Regulations.

SECTION 3

POWER OF APPOINTMENT AND EMOLUMENT

3a) **Appointments:**

- i) All appointments are made by Council on the recommendation of the Appointments and Promotions Committee.
- ii) Appointments made by the Vice-Chancellor under Section 3f (i) of these Regulations on behalf of Council shall be subsequently ratified by Council.
- iii) Appointment letters shall be issued by the Registrar or an authorized member of the University Administration to whom a letter of acceptance should be sent as soon as possible.

3b) **Date of Assumption of Duty:** A staff shall be deemed to have assumed duty from the date so communicated to the University by his Head of Department.

3c) Permanent and Pensionable Appointment: Only Nigerians of not less than 18 years and not more than 50 years are eligible for permanent and pensionable appointment as non-academic and academic staff respectively. All other staff shall be on contract appointment

3d) Confirmation of Appointment:

i) All permanent and pensionable appointments shall be confirmed after the first three years except in cases of transfer of service or where Council agrees to different terms

ii) Where a staff member is on Study Fellowship for part or all of the first three years from the commencement of his appointment, he shall not be eligible for confirmation of appointment until he has successfully completed the Study Fellowship and a total of at least two years in post at the University.

iii) All cases of confirmation shall be approved by the Vice- Chancellor on

the recommendation of the Head of Department upon an application by the staff.

iv) Where appointment is not confirmed for a good cause, it shall be terminated forthwith by giving three months notice or three months salary in lieu of notice.

v) Where appointment is confirmed, it shall continue to subsist to the retirement age of 70 years for academic staff of professorial rank. All other staff shall retire at the age of 65 years.

3e) Contract Appointment:

i) Non-Nigerians will be eligible for contract appointments.

ii) Nigerians who retire from service may be re-engaged on contract appointment.

iii) Retired officers may only be re-engaged into career posts on grade levels immediately below that on which they retired.

iv) A contract appointment may be renewed or terminated upon the recommendation of the Head of Department and approved by the Vice-Chancellor on behalf of the Appointments and Promotions Committee, subject to the ratification of Council.

v) Either of the parties could terminate the contract by three months' notice or three months salary in lieu of notice.

vi) Only expatriate staff shall be entitled to contract additions and contract gratuity at the expiration of the contract appointment.

3f) Senior Staff on Temporary Full-Time Appointment

i) The Vice-Chancellor shall have power to make temporary full-time appointments of suitable candidates to vacant posts for a maximum of twelve months pending application of laid-down procedure of interviews and final assessment of the candidate.

ii) The term "Senior Staff on Temporary Full-Time Appointment" applies to any

member of the senior staff on appointment expressed to be for period of less than one year, even if appointment may be extended to one year or more.

iii) The Registrar is empowered to interpret and apply the provisions of this section.

iv) The letter of temporary full-time appointment to every candidate authorized by the Vice-Chancellor issued by the Registrar and shall indicate the length of the appointment and shall not be valid until it has been accepted in writing.

v) A temporary full-time appointment shall commence from the date on which the person appointed starts work. It may be terminated by one month notice or payment in lieu by either the University or the person appointed.

vi) The duties of senior staff on temporary full-time appointment shall be assigned by the Head of Department concerned.

vii) For the entire duration of the temporary full-time appointment, salary and allowances shall be on monthly basis for the period actually worked.

viii) Staff on temporary full-time appointment shall not be entitled to any salary or vehicle advances and shall not be recognized for the purpose of pension benefits until the appointment is made permanent and pensionable, then the period of temporary full-time appointment shall count when computing the retirement benefits.

ix) Senior staff on temporary full-time appointment shall not publish or disclose to outside parties any confidential matters concerning the University.

x) Senior staff on temporary full-time appointment are required to observe all rules and regulations made by constituted authorities regarding the security of persons or property on University campus.

xi) Senior staff on temporary full-time appointment are entitled only to remunerations stated in their letters of appointment as well as the following:

- Reasonable out-of-pocket expenses incurred on University business and authorized by the Head of Department may be refunded.

- Transport allowance may be paid for journey on University business certified by the Head of Department.
- A senior staff on temporary full-time appointment who is engaged to work full-time may be granted pro-rata leave at the appropriate rate per month worked but is not entitled to leave grant.
- Allowances applicable to this category (excluding leave grant)

xii) A medical examination is required for a temporary full-time appointment.

3g) Payment of Salaries

- i) A monthly salary shall be paid to all staff.
- ii) Increments and promotions shall take effect from the 1st of January of every year on the basis of the existing salary scales as may be approved by Government from time to time.
- iii) Recommendations for promotion may be approved by the Appointments and Promotions Committee on submission by

the Complex Sub-Committees, subject to the ratification of the Council.

- iv) The right to payment of salary may be forfeited for any period during which a staff member absents himself from duties without lawful reason or good cause. Appeals against such a decision under item (iv) may be made to the Senior Staff Disciplinary Committee and thence to Council, under the same conditions as in Section 5d (viii).

3h) **Other Claims**

Except where the Regulations require other specific authority, application for payment of entitlements should be made to the Bursar, or his local representatives. If the eligibility of a staff member for a payment is in doubt, the matter shall be referred to the Registrar for a decision. Appeal against a decision of the Registrar shall lie with the Vice-Chancellor. The decision of the Vice-Chancellor shall be final.

3i) **Responsibility Allowance**

A responsibility allowance is payable at the rates that are from time to time considered and approved by Council. Same rate shall be applicable to officers in acting capacity

provided there is a letter to that effect from the Vice-Chancellor.

3j) Professional Registration

- i) All staff shall register with their professional bodies and pay the necessary annual subscription fees
- ii) Any staff who fails to comply with the provision of article 3j(i) above shall be sanctioned by the Vice-Chancellor. Sanctions will include but not limited to:
 - Sponsorship to conferences/workshops
 - losing promotion for the current year

SECTION 4

4) CESSATION OF APPOINTMENT

An appointment may cease due to the following:

- a) Resignation
- b) Withdrawal of Service
- c) Voluntary Retirement
- d) Compulsory Retirement
- e) Retirement on Grounds of Redundancy
- f) Retirement on Medical Ground
- g) Transfer of Service
- h) Termination of Appointment
- i) Dismissal
- j) On total or permanent incapacity to discharge duties
- k) On grounds of Public Interest
- l) On restructuring or Abolition of Office and the staff cannot be transferred to another office
- m) Death

a) Resignation

A Senior Staff who has served for less than five years, may resign his appointment by giving at least three months notice (or three months salary in lieu), by writing to the Vice-

Chancellor through the Head of Department. Such notice shall be accepted in writing. An officer seeking for an elective public office shall resign his appointment.

b) **Withdrawal of Service**

A member of staff who has served for at least five years, but less than ten years may withdraw his service by giving at least three months notice (or three months salary in lieu), by writing to the Vice-Chancellor through the Head of Department. Such notice shall be accepted in writing.

c) **Voluntary Retirement**

A staff may retire voluntarily after ten years of service by giving three months notice in writing to the Vice-Chancellor through the Head of Department. Such notice shall be accepted in writing.

d) **Compulsory Retirement**

An academic staff of professorial rank shall retire at the age of 70 years. All other staff shall retire at the age of 65 years. Any member of Staff may be retired by Council in the interest of the University.

e) **Retirement on Grounds of Redundancy**

A staff may be retired on grounds of redundancy as may be determined by the Governing Council and/or the Federal Government.

f) **Retirement on Medical Ground**

A staff may be retired on ground of ill-health certified by a Medical Board in accordance with Section (6i).

g) **Transfer of Service**

The Vice-Chancellor, on behalf of Council, may approve transfer of service for staff on permanent and pensionable appointment to other pensionable appointments within the public sector services under the following conditions;

i) Staffs appointment has been confirmed

ii) Staff has made acceptable arrangements to clear any outstanding indebtedness to the University, including loans, advances, library books, equipment or any other University property

iii) For academic staff, the transfer of service should coincide with the end of an academic year/semester.

- h) Termination of Appointment**
An appointment may be terminated at any time due to the following:
- i) By Council in accordance with the University Statutes.
 - ii) By the member of staff giving at least three months notice in writing (or three months salary in lieu), to the Vice-Chancellor and the latter's acceptance in writing. Unless otherwise agreed, such a notice shall for academic staff, coincide with the end of the academic year. Any member of staff who terminates his contract appointment before its due date of expiry, will lose his gratuity and/or passages.
 - iii) By the Vice-Chancellor, on behalf of the Council, for good cause, giving at least three months notice (or three months salary in lieu) to a member of staff on a contract appointment or an unconfirmed permanent and pensionable appointment. The member of staff concerned may within seven days of his being informed of the termination appeal in writing through the Registrar to the Council.
 - iv) Graduate Assistants and Assistant Lecturers (appointed on the basis of five year degree

programmes) who fail to obtain a masters degree within a maximum of three years shall have their appointments terminated.

i) **Dismissal**

A staff shall be dismissed by Council after being found guilty of gross-misconduct

j) **On total or permanent incapacity to discharge duties**

A staff on permanent and pensionable appointment may be retired on grounds of total or permanent incapacity to discharge duties.

k) **On the grounds of Public Interest**

A staff on permanent and pensionable appointment may be retired on grounds of public interest.

l) **On restructuring or Abolition of Office and the staff cannot be transferred to another office**

A staff on permanent and pensionable appointment may be retired on grounds of restructuring or abolition of office and the

officer cannot be transferred to another office.

m) Death

SECTION 5

DISCIPLINE

5a) GENERAL

All members of staff shall be disciplined and of good character. Disciplinary action shall be taken against any staff who commits an act of misconduct.

5b) ACTS OF MISCONDUCT

Misconduct means any act that is prejudicial to the good discipline and proper administration of the University. In addition, misconduct includes specific acts of wrong doing or an improper behaviour, which is inimical to the image of the University and which can be investigated and proved. Without prejudice to the definition, such act of misconduct includes:

- i) **Absence from duty without lawful excuse**
- ii) **Refusal to carry out lawful directives**
- iii) **Negligence of duty**
- iv) **False claims against the University**
- v) **Financial embarrassment**
- vi) **Unauthorized disclosure of official information**

- vii) Unruly behaviour
- viii) Dishonesty
- ix) Drunkenness
- x) Insubordination
- xi) Committing any acts inconsistent with the proper performance of the duties for which the member of staff was employed
- xii) Refusal to proceed on transfer or accept posting
- xiii) Habitual lateness to work
- xiv) Deliberate delay in carrying out official duties
- xv) Failure to keep records
- xvi) Sleeping on duty
- xvii) Improper dressing on duty
- xviii) Hawking of merchandise in official premises
- xix) Malingering
- xx) Discourteous behaviour in public
- xxi) Failure to exhaust internal mechanism in seeking for redress

5c) GROSS-MISCONDUCT

Gross-misconduct is a specific act of very serious wrong doing and improper behaviour, which is inimical to the image of the University and which can be investigated and if proven, may lead to dismissal. Without prejudice to the

definition, such acts of gross-misconduct includes:

- i) Conviction on a criminal offence**
- ii) Withholding of files**
- iii) Absence from duty without leave**
- iv) Bankruptcy as defined by bankruptcy law**
- v) Serious financial embarrassment**
- vi) Action prejudicial to the security of the State**
- vii) Holding more than one full-time paid job**
- viii) Taking up any appointment without an approval**
- ix) Divided loyalty**
- x) Sabotage**
- xi) Willful damage to public property**
- xii) Sexual harassment**
- xiii) Any other act unbecoming of public officer**
- xiv) Plagiarism**
- xv) Bribery**
- xvi) Corruption**
- xvii) Embezzlement**
- xviii) Misappropriation**
- xix) Fraud**
- xx) Infringement of University copyright ownership**
- xxi) Examination malpractice**

- xxii) Committing any other act which is inconsistent with the proper performance of the duties for which the member of staff was employed
- xxiii) Falsification of record or account

5d) DISCIPLINARY PROCEDURE

- i) As soon as a superior officer becomes dissatisfied with the behaviour of any officer subordinate to him, it shall be the duty of the superior officer to inform the officer in writing, giving details of unsatisfactory behavior and to call upon the staff member to submit within a specific period, such written representation as he (staff member) may wish to make to exculpate himself from disciplinary action.
- ii) Where such superior officer is not satisfied with the written representation of the staff member, he shall refer the matter to the Vice-Chancellor who shall, where he deems fit, direct the Registrar to commence disciplinary proceedings against the staff member.
- iii) The Vice-Chancellor shall ensure that proper and fair opportunity is given to the

staff member to respond to the case instituted against him.

iv) Where the Vice-Chancellor considers that a proper case of misconduct has been made against the staff member, he shall, on the strength of the case, refer the matter to the Senior Staff Disciplinary Committee for appropriate disciplinary measure in accordance with the University Statutes.

v) The ultimate penalty for gross-misconduct is dismissal. The dismissal shall be effective from the date on which he is notified thereof.

vi) **Right of Petition/Appeal**

Any employee dissatisfied with a disciplinary action taken against him/her under these regulations, shall have a right of petition/appeal to the University Council, through the Registrar. This right of petition/appeal does not carry with it, a right of personal appearance before the Council. The decision of Council on such a petition/appeal shall be final.

5e) TYPES OF DISCIPLINARY MEASURES

- i) Drawing attention to short-comings
- ii) Issuance of query
- iii) Formal written warning
- iv) Interdiction
- v) Suspension
- vi) Deferment of increment
- vii) Withholding of increment
- viii) Reduction in rank
- ix) Termination
- x) Dismissal
- xi) Surcharge for loss or damage to University property
- xi) Any other sanction as may be prescribed by the Senior Staff Disciplinary Committee and approved by the Governing Council.

i) Drawing attention to shortcomings

It shall be the duty of every Head of Department/Unit as soon as he/she observes any fault or shortcoming in the work of a subordinate, to bring it to his/her notice and to record that such has been done, with a view to improving the officer's usefulness and efficiency.

ii) **Issuance of query**

The officer shall be notified in writing, on the ground on which it is proposed to discipline him/her. The query should be precise and to the point and must relate to the circumstance of the offence, the rule and regulation the officer has broken and the likely penalty. It must be specified, the period within which to respond, i.e forty eight hours.

iii) **Issuance of Formal written warning**

An officer may be issued a query, if in the opinion of his Head of Department/Unit, his deposition is unsatisfactory. Where an officer was issued three queries and is unable to exculpate himself, he shall be issued a warning by the Registrar. Where a *prima-facie* case of gross-misconduct has been established, the staff shall be issued a warning on the directive of the Vice-Chancellor.

iv) **Interdiction**

When a serious case that may lead to dismissal has been instituted against an officer, such an officer may be interdicted and shall be placed on not

more than one-half salary with allowances until the determination of his case. The interdiction period shall not exceed six months. A staff member interdicted shall cease to report for duties and shall not leave his duty post without the approval of the Vice-Chancellor and the Committee investigating the case.

v) **Suspension**

When a *prima-facie* case has been established against a staff involving gross-misconduct, such an officer shall be suspended from the powers and function of his duties and payment of his emoluments until the case is determined.

vi) **Deferment of increment**

An increment may be deferred for not less than three months and not more than six months. A deferred increment may not be subsequently granted except with the approval of the Vice-Chancellor.

vii) **Withholding of increment**

An employee's increment for a particular year may be withheld. A stopped increment shall not be granted retrospectively.

viii) **Reduction in rank**

An employee found guilty of misconduct under these regulations may be reduced in rank. The effective date of reduction in rank shall be as approved by the Council.

ix) **Termination**

The University may for good cause, terminate the appointment of an employee in accordance with the provision of Section 4.h of these regulations.

x) **Dismissal**

An employee guilty of gross-misconduct shall be dismissed by Council in accordance with the University Statutes. A staff member who is dismissed shall forfeit all claims to retiring benefits, leave or transport grant, etc.

xi) Surcharge for loss of or damage to University property

If at any time the University sustains a loss by reason of neglect or fault of any employee, he shall be liable to make good the loss or damage up to the maximum cost as may be assessed by a competent authority appointed by the Vice-Chancellor. Any sum due to such employee by the University may be withheld to pay for such a loss or damage. Decision to hold an employee liable under this section shall be taken by the Head of Department who shall notify the Vice-Chancellor.

xii) Any other sanction as may be prescribed by the Senior Staff Disciplinary Committee and approved by Council.

SECTION 6

DUTIES AND LEAVE

6a) Full-Time Appointment

University appointments are full-time and staff may not engage in any other gainful occupation without the Vice-Chancellor's approval in writing.

6b) Duties of Staff

i) The duties of staff shall be assigned by the Head of Department and shall include period of University duties during vacations.

ii) For any absence of less than three days from duty during the semester, the permission of the Head of Department is required.

iii) For any absence from duty for more than three days, but less than six days, the permission of the Dean/Director is required.

iv) For any absence of more than six days from duty, the permission of the Vice-Chancellor is required.

6c) Annual Leave

- i) All staff are entitled to thirty calendar days annual leave
- ii) Staff shall qualify for annual leave not less than six months after previous leave within a leave earning service year
- iii) It is the responsibility of the Head of Department to draw up annual leave roster for all staff in the Department
- iv) A staff who desires to spend his/her annual leave abroad shall obtain the Vice-Chancellor's approval
- v) Leave will be granted at any time during the leave year
- vi) Normally, the full leave will be taken at one time, but it may be taken in not more than two installments. Any leave not taken within the calendar year, will be forfeited. No staff is allowed to accumulate leave.
- vii) A staff who does require to spend his/her leave within or outside Nigeria, shall inform the Head of Department before proceeding on vacation and shall provide leave address.
- viii) A staff may be required to return to duty before the expiration of his/her authorized leave by the Head of

Department. Any portion of the leave curtailed shall be taken immediately and not later than ninety days of completion of the assignment.

- ix) On return from annual leave, every staff must notify his/her Head of Department.

6d) Proportionate Leave (Pro-rata)

Proportionate leave is a vacation granted to a new or retiring staff in proportion to the number of days he/she has put into the service. Any period of service less than thirty days is not reckonable. The calculation of proportionate leave shall be done in accordance with the table below:

12 months	30 days
11 months	28 days
10 months	25 days
9 months	23 days
8 months	20 days
7 months	18 days
6 months	15 days
5 months	12 days
4 months	10 days
3 months	7 days
2 months	5 days
1 month	3 days

The computation is based on calendar days.

6e) Deferred Leave

Deferred leave is that which a staff is granted in exceptional circumstances by the Registrar on the recommendation of the Head of Department/Director to carry forward to the next leave year because of exigency of duty. It could be part of annual leave not fully exhausted or any leave approved for deferment.

6f) Examination Leave

i) A staff may be granted special leave for the purpose of taking an examination which he/she is required to pass by the condition of his/her appointment.

ii) A staff may be allowed special leave with full pay to take an examination, the passing of which is not a condition of his/her current appointment provided the Head of Department certifies the following:

- that the passing of the examination is likely to enhance his/her value to the service
- evidence of admission for the course
- evidence of a time-table for the examination

6g) Casual Leave

Casual leave is the absence of a staff from duty for a short period not exceeding seven calendar days. The casual leave shall only be granted by the Registrar after a staff has exhausted his/her annual leave. Casual leave is deductible in advance or arrears of earned leave.

6h) Maternity Leave

Maternity leave is the authorized absence from duty of a serving female staff granted by the Registrar on account of pregnancy covering the prenatal and postnatal periods. A female member of staff who is pregnant is entitled to sixteen weeks maternity leave at a stretch with a full pay beginning from the expected date of delivery as certified by a doctor. She should obtain and supply in good time, to the Registrar, through her Head of Department, a medical certificate showing the expected date of delivery. The annual leave for that year shall however, be regarded as part of the maternity leave. Where the annual leave had already been enjoyed before the grant of maternity leave, that part of the maternity leave equivalent to the annual leave shall be without pay.

6i) Sick Leave

i) Sick leave is the absence of a staff from duty on account of ill-health by a recognized Healthcare Provider. A staff member prevented by illness from carrying out his work shall inform his/her Head of Department and seek medical attention promptly. If the illness exceeds one month, it must be reported to the Registrar and the University may require the staff member to be examined by a doctor of its choice and a confidential report to be submitted to the Registrar. On consideration of such a report, the Vice-Chancellor may grant sick leave on full pay up to six months from the date on which the staff member became incapable of work, but the total amount of sick leave granted with full pay will not normally exceed six months in any two years. If a staff member is unable to resume work when this period of sick leave is exhausted, a report by a Medical Board constituted by the Vice-Chancellor will be obtained.

ii) The medical report containing its recommendations shall be forwarded to the University Council for determination.

6j) Pre-Retirement Leave

Staff shall notify the University three months in advance before the effective date of retirement. Within this period, staff are expected to take the necessary measures to put their records straight so as to facilitate processing of their retirement benefits.

6k) Study Leave and Study Fellowship

Study leave/study fellowship is a leave granted to staff who normally may have spent at least two years in the service of Ahmadu Bello University since first appointment or return from study leave to undertake an approved course of study within or outside Nigeria. However, in exceptional cases, the Vice-Chancellor may grant a waiver to the two years requirement. A staff may be granted study leave/study fellowship provided the following are certified:

- i) Evidence of letter of admission
- ii) Evidence of duration of course
- iii) The course is necessary to enhance performance and add value to the system
- iv) The course is relevant to the staff's profession

- v) The staff can be spared without a replacement to be paid by the University
- vi) All applications for study leave/study fellowship shall be submitted by the staff, through his/her Head of Department to the Vice-Chancellor

Obligation of Staff on Study Leave/Study Fellowship

The staff shall submit a report to the Vice-Chancellor upon his return to the University on the studies carried out. He shall thereafter serve the University for twice the duration of his study level/study fellowship.

A staff granted study leave/study fellowship who failed to return to duty at the expiration of the period approved for his study leave/study fellowship shall be regarded as having been absent from duty for the period of his/her study leave/study fellowship and shall have his appointment terminated. The University shall recover the cost of training including salaries and allowances.

61) Sabbatical Leave

The purpose of sabbatical leave is to allow staff of long standing in the University to undertake new line of research and study for self-improvement, and/or to consolidate an area of

previous study. Sabbatical leave shall be for a period of one year and may be taken in or outside Nigeria.

Categories of Staff Entitled to Sabbatical Leave

i) **Academic staff**

Academic staff holding permanent and confirmed appointment shall be entitled to sabbatical leave.

ii) **Non-academic Staff**

Non-academic staff holding permanent and confirmed appointment shall be entitled to sabbatical leave.

iii) **Former Vice-Chancellors**

Vice-Chancellors are entitled to sabbatical leave immediately following completion of their term of office.

Qualification and Eligibility for Sabbatical Leave

To qualify for sabbatical leave, the following conditions are stipulated:

- i) Sabbatical leave may be granted to staff of the rank of Lecturer I or equivalent and above for academic staff and non-

academic staff on CONTISS 13 and above after six years continuous/unbroken service in the University. Where the staff comes on transfer of service, he should have served Ahmadu Bello University for at least three years.

- ii) Staff applying for sabbatical leave must have an acceptable programme of work to be approved by the University.
- iii) Faculty and Departments must certify that the staff can be spared to take the sabbatical leave without engagement of a substitute for the duration of the leave.

Benefits/Entitlements for Staff on Sabbatical Leave

A staff on sabbatical leave is entitled to:

- i) Full salary (and other relevant University fringe benefits) as may be approved by the University from time to time for the duration of the 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/she negotiates with his/her host

institution where he/she is spending the sabbatical leave

Obligations of Staff on Sabbatical Leave

- i) Staff to serve the University for at least one year following the end of the sabbatical leave.
- ii) On returning, the staff shall submit a formal report on work done during the sabbatical, to the Vice-Chancellor.
- iii) Staff to resume duty immediately following the expiration of the sabbatical leave period. Sabbatical leave cannot be extended after the one year period normally allowed.
- iv) Staff granted sabbatical leave who fails to return to work at the University for the stipulated period in paragraph (i) above without approval shall have his/her appointment terminated.

6m) Leave of Absence/Study Leave without Pay

Leave of absence is absence of a staff from duty on grounds of public policy and may be granted to staff for any of the following reasons:

- i) Take up a special government assignment as minister, commissioner, chairman of any board or parastatal, participate in technical aid programme, etc.
- ii) Staff are granted study leave without pay when the proposed course of study are not in the approved training programmes of the Department or relevant to the needs of the University.
- iii) For any other purpose approved by the University.

Conditions for Leave of Absence

While on leave of absence, staff will not be entitled to any of the following:

- i) Payment of salaries and allowances
- ii) Housing
- iii) Promotion
- iv) Salary increment, unless there has been a general salary review
- v) Leave

Duration of Leave of Absence

Leave of absence should not be more than two years in the first instance, but can be extended for a further period of two years after which no further extension should be given except the Vice-Chancellor considers it in the public interest to do so.

Obligation of Staff on Leave of Absence

The staff granted leave of absence will be required to return to the University to serve for the equivalent period of the leave of absence.

Penalty for failure to Return from Leave of Absence

A staff granted leave of absence who failed to return to duty at the University for the approved period of the leave shall be regarded as having been absent from duty for the period of the leave of absence and shall have his appointment terminated.

SECTION 7

SECONDMENT

- 7a)** Secondment may be granted to a member of staff to enable him/her serve in another gazetted or scheduled organization/service and normally at the request of the other organization/service.
- 7b)** Secondment is for a period of two years in the first instance, renewable for another period. Where a staff chooses to remain where he was seconded, he must convert the secondment to transfer of service.
- 7c)** A staff member so granted secondment will not be entitled to salary in the University. However, while on secondment the same Retirement Savings Account shall continue to be maintained. The staff member shall furnish his new employers with details of the Account and the Pension Fund Administrator that manages it. The staff if indebted to the University, e.g. by way of loan, advances, etc, will be required to continue to pay back what he/she owes the University in installments.

- 7d) He/she will be eligible for promotion provided the organization to which he/she is seconded is an institution of higher learning and is engaged in similar occupation as his/her assignment in Ahmadu Bello University. For this case, the employer will submit appropriate recommendation. The member of staff has to meet the minimum promotion requirements of the University.
- 7e) Subject to guidelines approved by Senate, staff can be allowed to participate in visiting lectureship.

SECTION 8

MEDICAL ATTENTION

8a) Health Service

The University maintains health services for its staff members and their families. It shall therefore be the duty of each member of staff to take care in ensuring the good health of the entire family. The staff, spouse and four dependent children (eighteen years and below) are entitled to medical facilities under the National Health Insurance Scheme (NHIS). The staff member should ensure proper registration with a primary health provider. A staff proceeding on study fellowship shall ensure a comprehensive insurance for himself and family.

8b) Medical Examination

All appointments including the renewal of contract appointment are subject to medical examination. All medical certificates and reports shall be kept by the Registrar and treated as strictly confidential, and copies shall be forwarded to Director, University Health Services.

8c) **Treatment Overseas**

The University accepts no liability for medical or dental expenses incurred outside Nigeria, but the Vice-Chancellor on the recommendation of a Medical Board, may authorize the reference of cases for treatment outside Nigeria.

8d) **Insurance**

All University staff going abroad on approved trips, including study fellowship, shall be obliged to take Health Insurance Policy where such policy exist.

8e) **Termination of Appointment due to Illness**

The University Council may terminate a staff member's appointment at any time with three months notice if he/she is unable to work due to apparent illness, but he/she refuses to undergo medical examination.

8f) **Convalescence Period**

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

SECTION 9

PASSAGES AND BAGGAGE

9a) Entitlement to Passage

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

- i) On first appointment for staff, his/spouse and up to four children (as defined in Section I) from the place of recruitment or in exceptional cases, another place as agreed to the University at the rates specified in the extant circular.
- ii) On retirement, expiry of a contract or termination of appointment for staff, his/her spouse and up to the number of children allowed above from the University to his domicile or provided the cost is not greater to another place as agreed.
- iii) When travelling on University business within or outside Nigeria, the staff shall be entitled to transport for himself/herself only.

9b) **Mode of transport**

All transport for the purpose set out in paragraph 9.a., which the University will provide or pay for, shall be the most direct and economical possible route. Within other countries, the most economical mode of transport should be used and where road transport is used, the approved prevailing rate may be refunded. When the University pays for air fares, the standard fare between two airports and taxi fares may be refunded. No refund of expenses shall be claimed where the journeys had been paid for by another establishment or organization.

9c) **Declaration of Domicile**

When a staff member is appointed, he/she shall declare his/her domicile (country and town) which will be the basis of determining transport entitlements. Evidence may be required in support of any declaration or change of domicile. For the purpose of the regulations, "domicile" means the place where the staff member has his/her home for the time being and the "domicile of a married woman" is deemed to be that of her husband.

- 9d) **Group Life Insurance**
All staff of the University are covered by the group life insurance policy.
- 9e) **Baggage Grant**
On first appointment, a member of staff recruited from outside Nigeria may be paid a baggage grant on such terms and conditions as the University may determine from time to time. In exceptional cases, additional refunds may be authorized by the Vice-Chancellor. These provisions will not apply if the transport and baggage is paid for by another body.
- 9f) **Excess Baggage Allowance for Staff recruited from Overseas and on final departure:**
- i) **Accompanied by air:**
 - 50kilo excess baggage - Single
 - 100 kilo excess baggage - Double or
 - ii) **Unaccompanied by air:**
 - 100kilo excess baggage - Single
 - 200kilo excess baggage - Double or
 - iii) **Unaccompanied by sea:**
 - 2 cubic metres - Single
 - 4 cubic metres - Double

9g) On first appointment, a member of staff recruited from within Nigeria may be refunded his/her expenses of packing and transporting his/her baggage to the University as the Vice-Chancellor may reasonably determine. A similar refund may be made on final departure from the University to a member of staff domiciled in or going to a destination in Nigeria.

SECTION 10

ALLOWANCES

An allowance is a monetary benefit other than salary granted to a staff for a specific purpose. The following allowances are payable to staff in Nigeria;

10a) Duty Tour Allowance

Duty tour allowance is granted to enable staff pay for lodging and feeding expenses during official tours, duly approved by the Vice-Chancellor. The rates applicable are-as may be specified in the extant circular.

10b) Transport and Local Running Allowance

- i) Transport allowance shall be paid to all staff when travelling to towns and cities where air transport services do not exist at the rates specified in the extant circular.
- ii) For the purpose of local running, staff shall be granted 30% of their duty tour allowance in addition to airport taxi at the prevailing rates.

10c) Estacode Allowance

i) Staff shall be eligible for estacode allowance subject to the approval of the Vice-Chancellor. Estacode allowance shall be paid at the rates specified in the extant circular.

ii) Where the cost of accommodation or hotel expenses of a staff travelling abroad is made by the host government or institution, such a staff shall be entitled to estacode supplementation allowance as follows:

- Where the donor providing the training as a form of technical assistance also provides free boarding and lodging, the staff concerned shall be entitled to 10% of his/her appropriate estacode for the whole duration of the course; in other words, no full estacode for the first 28 days is payable).

- Where the donor providing the training provides free lodging alone, the staff concerned throughout the whole duration of his/her course, shall be paid 40% of his/her estacode to meet burden and incidental expenses (full estacode for first 28 days not payable)

- Where the donor provides free lodging plus cash allowance, the staff will claim the cash difference between the cash payment by the donor and the 30% of his/her appropriate estacode (no full estacode for the first 28 days).
- However, where the donor merely gives the staff cash towards the cost of boarding and lodging and other incidentals, the staff is entitled to receive the difference between the total cash paid him/her by the host government and the estacode rate payable to him/her, i.e he/she will receive full estacode for the first 28 days -and 30% of his/her appropriate estacode for the remaining period of the course, less the cash payment made to him/her by the donor.

10d) Warm Clothing Allowance

- i) A staff who is required by the University to proceed to a foreign country on duty or an approved course of instruction, will be eligible for a warm clothing allowance as may be specified in the extant circular.
- ii) The warm allowance is not payable to a staff under the following conditions:

- If the duty or course is undertaken during the staffs normal vacation leave spent in a country with a cold or temperate climate.
- If the duty or course is entered upon as a result of the staff's own application and is taken in conjunction with his/her normal vacation leave.
- If the duty or course which the staff is directed to undertake, takes place earlier than three years, from the date on which he/she last drew warm clothing allowance.

10e) **Resettlement Allowance (formerly known as Disturbance Allowance)**

Resettlement allowance is granted in compensation for out-of-pocket expenses not covered by other regulations but which are incurred by the staff in the course of transfer. This includes the following:

- i) Transfer from one station to another
- ii) Transfer from one station to another on return from leave
- iii) Transfer or secondment from the service of another government in Nigeria.

Resettlement allowance shall be paid at the rate of 2% of a staff's annual emolument.

A staff whose transfer is at his/her own request shall be entitled to only transport allowance and not resettlement allowance.

10f) Terminal Leave (or Disengagement Allowance)

A staff departing from the University at the end of his/her service may be granted paid leave by the Vice-Chancellor as follows:

- 4-9 years - Nigerian = 3 days
- 4-9 years - Expatriates = 7 days
- 10-15 years - Expatriates and Nigerian = 14 days
- Over 15 years- Expatriates and Nigerian = 28 days

SECTION 11

HOUSING

11a) Allocation of Housing

- i) All staff members on CONTISS 6 or CONUASS 1 and above are entitled to University accommodation where available, in accordance with the existing University policy.
- ii) Housing, if available, will be provided for eligible staff for which economic rates shall be charged.
- iii) A married woman employed by the University at the same station as her husband shall not ordinarily be entitled to separate University housing. Where both spouses are employed by the University and live together, rent shall be deducted from the salary of the one allocated the quarters.
- iv) Rent shall be charged during the absence of a member of staff, unless he/she vacates his/her housing or makes it available for temporary re-allocation on request by the University administration in either case.

v) All occupants of University accommodation shall abide by the rules and regulations governing the allocation of such accommodation.

(i) All staff members on CONTISS-1 or CONTASS-1 and above are entitled to University accommodation where available in accordance with the existing University policy. Eligible staff for which economic rates shall be charged.

(ii) A married woman employed by the University at the same station as her husband shall not ordinarily be entitled to separate University housing. Where both spouses are employed by the University and live together, rent shall be deducted from the salary of the one allocated the quarters.

(iii) Rent shall be charged during the absence of a member of staff, unless he/she vacates his/her housing or makes it available for temporary re-allocation on request by the University administration in either case.

SECTION 12

PENSION AND GRATUITY

- 12a) All employees of the University are required to join the contributory pension scheme as required by the Pensions Reform Act 2004. The staff member is to open a Retirement Savings Account with a Pension Fund Administrator of his/her choice.

SECTION 13

PUBLICATIONS

13a) Staff are not restricted as to the publications of the results of their research work or to expressing their views on matters of public concern, but the following guidelines are provided for observance where appropriate:

- i) Where work is undertaken concerning the activities of Governments or Public bodies in Nigeria, the provisions of Legislation relating to official secrets may be applicable.
- ii) 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.
- iii) The University has the Copyright to all theses, dissertations and projects submitted to the University for award of degrees and certificates. These shall not be published in whole without the permission of the Vice-Chancellor.

SECTION 14

INVENTIONS

14a) 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/she may at his/her 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.

14b) Appointment of Awards Committee

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

14c) Controlling Rights

As soon as practicable, the Awards Committee will recommend, and the Council will decide

whether the member of staff will be allowed controlling rights in the patent. Pending the decision of the Council, the rights shall be deemed to belong to and be held in trust for the University. When an invention is in all respects alien to the employment of the member of staff, he/she will normally be granted the controlling rights. If the member of staff is allowed controlling rights, the following provisions shall apply:

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

If the member of staff is not allowed controlling rights of the patent, the following provisions shall apply:

- i) The member of staff shall assign all his/her rights in the invention to the University.
- ii) The University will be responsible for all expenditure in taking out the patent

- iii) The University Council will decide whether the member of staff will be allowed a share of any royalties or commercial proceeds.

14d) Determination of Award

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

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

14e) Council's Approval

The Award Committee shall submit its recommendations for the Council's approval.

SECTION 15

SECURITY

- 15a) There is security provision for staff members, their families and property within the University Campus. The University Security Services maintain 24 hours coverage and surveillance for the safety of the University community.
- 15b) A Fire Fighting Unit exists in the University Security Services to handle fire outbreaks.
- 15c) Identity Cards and Car Labels shall be made available to staff. Such staffers are to contact the security office with their letters of appointment for the documents.
- 15d) Staff members are required to always bear their Identity Cards and observe all rules governing the security of persons and/or property and shall also observe road traffic regulations; shall ensure secured custody of vehicles and safety and sanity of personal domestic animals. Domestic animals are to be confined and not allowed to stray thereby disturbing neighbours in University residential areas.



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