

**FEDERAL UNIVERSITY OF AGRICULTURE, ABEOKUTA**

**RULES AND REGULATIONS**

**FOR**

**JUNIOR STAFF**

*Dan O. Akintola*

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**PREFACE**

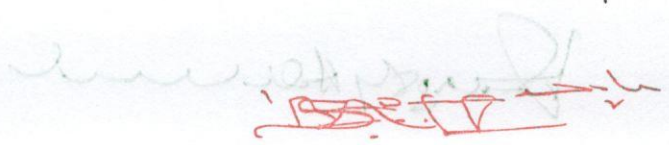
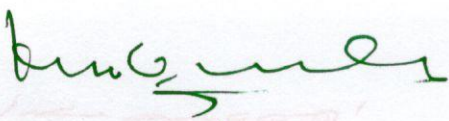
REGULATIONS AND REGULATIONS

FOR

MAJOR STAFF

**SGD.**

**Professor Olusola Bandele Oyewole**  
Vice-Chancellor



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## CHAPTER ONE

### 1.0 GENERAL

#### 1.1 CITATION AND COMMENCEMENT

1.1.1 These Regulations shall be cited as The Federal University of Agriculture, Abeokuta Rules and Regulations governing the Conditions of Service of Junior Staff.

1.1.2 The powers for the operation of the Regulations derive from Cap F22 LFN of 2004 establishing The Federal University of Agriculture, Abeokuta and by virtue of all powers enabling in that behalf.

1.1.3 These Regulations shall be deemed to have come into effect on ???.

#### 1.2 APPLICATION

1.2.1 These Regulations shall apply to all Junior Staff of the University, and are subject to amendments from time to time by Council, in accordance with Section 23 (1)

#### 1.3 INTERPRETATION AND RESOLUTION

Matters that may arise from the Regulations shall be referred to the Registrar for interpretation. On appeal against the Registrar's interpretation, such matters may be referred to Council for resolution.

#### 1.4 DEFINITIONS

The following terms which appear in the Regulations shall have the following meanings:

- (i) The University means The Federal University of Agriculture, Abeokuta (FUNAAB).
- (ii) Council means the Governing Council of the University.
- (iii) Senate means the Senate of the University.
- (iv) College means any of the Colleges, with the Collegiate structure of the University.
- (v) Centre means any structural component of the University charged with specialized functions as approved by Council.
- (vi) Institute means a unit of the University dedicated to a specific aspect of Research.
- (vii) Department means any Department within the academic and non-teaching sectors of the University that is approved by the Council or Senate as an integral part of the University.
- (viii) Unit means any Unit within the academic and non-teaching sectors of the University.
- (ix) Non-Teaching Staff means and includes all persons holding appointments other than Academic Staff.
- (x) Junior Staff means and shall include all employees, Registry, Bursary, Technical and other staff holding posts designated Junior Staff by the Council.
- (xi) Pro-Chancellor means the Chairman of the Governing Council of the University.
- (xii) Principal Officers mean the Vice-Chancellor, Deputy Vice-Chancellor(s), Registrar, Bursar and the University Librarian of the University.
- (xiii) Vice-Chancellor means the Chief Executive Officer of the University.
- (xiv) Deputy Vice-Chancellor means a Professor who assists the Vice-Chancellor in the performance of his functions.
- (xv) Registrar means the Chief Administrative Officer of the University.

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- (xvi) Bursar means the Chief Financial Officer of the University.
- (xvii) University Librarian means the academic and professional/administrative head of the University Library.
- (xviii) Dean means an officer of the University who is also an academic member of staff and who is designated as Dean of the College or approved specialized programmes and functions in the University.
- (xix) Deputy Dean means an officer of the University who is also an academic member of staff and who is designated as Deputy Dean of the College or approved specialized programmes and functions in the University.
- (xx) Head of Department means an officer of the University who is also a member of staff and who is designated as Head of Academic or Non-Teaching Department of the University.
- (xxi) Director means a member of staff who is designated as Director of a Centre or a Service Unit of the University.
- (xxii) Deputy Director means a member of staff who is designated as Deputy Director of an Institute, a Centre or a Directorate of the University.
- (xxiii) Child means a biological or an adopted child of a staff of the University who is less than 18 years old.
- (xxiv) Family means member of staff's spouse and children.
- (xxv) Terminal means any point at which one's employment with the University ceases i.e. retirement, resignation, withdrawal, transfer of service, death
- (xxvi) Public Service Rules means Federal Public Service Rules.

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## CHAPTER TWO

### 2.0 APPOINTMENTS

A member of staff shall be in the employment of the University on such terms and conditions of service as may be set out or prescribed in any contract in writing between him and the University. Such contract being signed on behalf of the University by the Registrar or by any other persons as may be authorized for that purpose by the University and any such contract shall obtain or deemed to obtain provisions that are therein specified as subject to the provisions of the Acts, Statutes, Ordinances and Regulations of the University.

### 2.1 AUTHORITY TO APPOINT AND PROMOTE

2.1.1 Appointments and Promotions are made by Council. There shall be a Junior Staff Appointments and Promotions Sub-Committee of the Appointments and Promotions Committee for Non-Teaching Staff (APCONTS) which shall be responsible for all appointments, promotions and discipline of all categories of Junior Staff in the University, under the Chairmanship of the Registrar. The Sub-Committee shall report to the Appointments and Promotions Committee for Non-Teaching Staff (APCONTS). Letters of Appointments are issued by the Registrar on behalf of the Council.

### 2.2 MODE OF APPOINTMENTS

2.2.1 Appointments of staff shall normally be on a pensionable, contractual or on secondment basis.

### 2.2.2 CATEGORIES OF APPOINTMENTS

The following categories of appointments may be made by the University:

2.2.2.1 Permanent and Pensionable appointment

2.2.2.2 Contract appointment.

2.2.2.3 Temporary appointment.

#### 2.2.2.1 Permanent and Pensionable Appointment

- (i) Permanent and Pensionable appointment is an offer made by the University to a qualified individual into the University which has provision for pensionable emolument from the date of appointment into the service.
- (ii) To be eligible for permanent and pensionable appointment into the University, the applicant must:
  - (a) Not be less than 15 years and not more than 55 years of age.
  - (b) Possess such minimum qualifications as are specified in the approved scheme of service of the University.
  - (c) Be certified by a government medical officer as medically fit.
  - (d) Possess the NYSC discharge certificate or exemption certificate where applicable

#### 2.2.2.2 Contract Appointment

- (i) An appointment on contract shall be made on such terms as the Council may determine. Renewal of such appointment by the Council shall be made on the recommendations of Appointments and Promotions Committee on the same terms or on such other terms as the Council may determine.
- (ii) Contract appointment shall normally be for two years in the first instance, and renewable at the discretion of Council every year up to a maximum of 10 years for premature retirees not older than 60 years at the time of initial contract appointment.



- (iii) Premature retirees in the non-teaching category, not older than 60 years at the time of initial contract shall have their contracts renewed up to a maximum of five (5) years.
- (iv) All Contract renewals shall, however, be subject to satisfactory performance, the needs of the University and the prevailing Federal Government Regulations/Policies.
- (v) The period of contract shall normally include the period of earned leaves.
- (vi) An appointment on contract may be terminated by due notice in writing given to or by the University in accordance with University Regulations as applicable to the conditions for termination/resignation of tenure appointment, except where the individual's terms of contract specify otherwise based on a written request of the employee at the time of application/interview.
- (vii) An appointment on contract shall cease automatically on the agreed date unless a re-appointment has been offered and accepted.
- (viii) However, for all contract appointments, the Council shall determine the payment of contract additions and /or gratuity.

### **2.2.2.3 Temporary Appointments**

- (i) The Vice-Chancellor shall have the power to make temporary appointments to any established post for a period not exceeding twelve (12) months.
- (ii) Temporary appointees shall have their salaries and allowances on monthly basis and shall not normally be entitled to any monetary loans and advances.
- (iii) Regularization of Appointment - For a staff on temporary appointment, the University shall normally, on the recommendation of the Head of Department, subject the staff to an interview to assess his/her suitability for tenure appointment at least three (3) months to the expiration of the temporary appointment.

## **2.3 CONDITIONS FOR FULL-TIME APPOINTMENTS**

- 2.3.1 All full-time appointments shall be subject to the following:
  - 2.3.1.1 All vacancies shall normally be filled by the process of advertisement.
  - 2.3.1.2 To be eligible for appointment, a candidate must possess such minimum requisite qualifications and experiences as the University may determine from time to time.
  - 2.3.1.3 No appointment shall be valid until it is offered and accepted in writing.
  - 2.3.1.4 Evidence of good health signed by a Medical Officer of the University or by a Medical Practitioner acceptable to the University.
- 2.3.2 Every employee shall produce acceptable evidence of his true age on first appointment.
- 2.3.3 The commencement date of appointment is the date a member of staff assumes duty in the University.
- 2.3.4 No person shall be eligible for appointment to a post in the University if he/she has:
  - (i) been dismissed or had his appointment terminated or retired on ground of misconduct or inefficiency from any post in the University or other public/private service.
  - Or
  - (ii) knowingly made a false statement particularly when applying for a post.
- 2.3.5 The University shall reserve the right to make such inquiries as may be necessary to confirm the

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eligibility or otherwise of a candidate.

2.3.6 If the nature of the duty a member of staff requires him to be registered under any enactments in force in Nigeria, it shall be his responsibility to obtain the registration and to pay the necessary fees.

## 2.4 APPOINTMENT OF JUNIOR STAFF

2.4.1 Every year, the Registrar shall request the Deans, Directors and Heads of Departments/Units to submit to the Registry their staff requirements for the subsequent academic year subject to budgetary provision.

2.4.2 Heads of Departments/Units shall consult with their sectional Heads and Coordinators in all matters pertaining to appointments.

2.4.3 On creation of a vacancy either through the budget or on the resignation of a member of staff, the Head of Department concerned shall, in consultation with the Dean/Director, where applicable, cause it to be advertised by the Registrar internally, and/or externally.

2.4.4 The Registry shall provide for each vacancy:

- (i) Details of the minimum educational and professional qualifications and the experience required for the post to be filled.
- (ii) O' level requirements for this purpose shall be credit passes in five (5) subjects at not more than two (2) sittings including English Language and Mathematics.
- (iii) Any other requirements that may be specified for the post to be filled.

2.4.5 Every advertisement shall also request that all applications with the publications and other papers of relevance be addressed to the Registrar of the University.

2.4.6 Permanent appointments to Junior Staff positions shall be made through an interview conducted by a Panel.

2.4.7 The Panel shall interview and assess short-listed candidates for appointments and make recommendations to the Junior Staff Appointment and Promotion Sub-Committee for consideration.

2.4.8 As at when applicable, consideration should be given to existing staff of the University with additional qualification in respect of 2.4 above.

## 2.5 COMPOSITION OF APPOINTMENTS AND PROMOTIONS SUB-COMMITTEE FOR JUNIOR STAFF

The composition of the Appointments and Promotions Sub-Committee for Junior Staff shall normally be as follows:

- |  |   |           |
|--|---|-----------|
| a) Registrar   | - | Chairman  |
| b) Bursar  | - | Member    |
| c) University Librarian  | - | "         |
| d) Two (2) Most Senior Non-Teaching Directors  | - | "         |
| e) Two College Officers representing Colleges<br>(who shall be the most senior officers in the rank) | - | "         |
| f) One (1) Administrative Staff Secretary representing Centres                                       | - | "         |
| g) Representative of Junior Staff Establishment Matters  | - | Secretary |

**Quorum** shall be five (5) members including the Chairman



## 2.6 PROBATION AND CONFIRMATION OF APPOINTMENT

### 2.6.1 Probation

- 2.6.1.1 All permanent and pensionable appointments shall, in the first instance, be on probation for two years from the date of first appointment, after which the appointment shall normally be confirmed subject to satisfactory performance. This shall not apply to staff that have had their appointment confirmed elsewhere in the Public Service and willing to transfer their services.
- 2.6.1.2 Appointments and Promotions Committee for Junior Staff may for good cause and on the recommendation of the relevant Head of Department extend the period of probation by not more than one year and report same to APCONTS.
- 2.6.1.3 If at any time during the period of probation the Vice-Chancellor is satisfied that a member of staff is not suitable for service in the University, the appointment shall be terminated by the Council with one month notice or one month salary in lieu of notice.
- 2.6.1.4 A member of staff on probation shall not be eligible to be considered for promotion.

### 2.6.2 Procedure for Confirmation of Appointment

The procedure for confirmation of appointment of staff shall be as indicated below:

- 2.6.2.1 Not later than three (3) months to the end of the period of probation, the staff concerned shall initiate the process of confirmation by applying through the Head of Department/Unit to the Registrar.
- 2.6.2.2 The Performance Report shall be processed for the consideration of the Appointments and Promotions Sub-Committee for Junior Staff.
- 2.6.2.3 The decision of the Committee shall be communicated to the staff concerned.
- 2.6.2.4 Where a member of staff has been over-looked in the process of confirmation of appointment, the staff may submit his case in writing through the Registrar to the appropriate Appointments and Promotions Sub-Committee for Junior Staff for consideration.



## CHAPTER THREE

### 3.0 PROMOTIONS

Promotion means the advancement of an employee to a position of higher rank on the grounds of merit. Such merit is assessed partly, but is not limited to the character, efficient and effective performance of the employee in his current position. More importantly, promotion is based on the assessed overall profile and the requirements of the higher post.

### 3.1 TYPES OF ADVANCEMENT

#### 3.1.1 Normal Promotion

Advancement of an employee to a position of higher rank shall normally be determined after such employee has spent three (3) years in the service of the University or three (3) years after the last promotion.

#### 3.1.2 Upgrading

Upgrading where applicable shall be an advancement based on the acquisition of additional qualification that is a pre-requisite for the attainment of the next grade.

#### 3.1.3 Re-grading

Whenever the career structure of any group of staff is reviewed, leading to upgrading through a government circular or APCONTS, all such circulars or decisions shall be treated promptly and shall not be regarded as promotion. The effective date shall be the date specified in the circular.

#### 3.1.4 Contract Staff Advancement

Staff on Contract appointment i.e. who had earlier retired from the public services shall not be promoted like permanent staff but may at the beginning of another contract period have their appointment reviewed on a higher salary grading.

### 3.2 PROMOTION SHALL BE ON MERIT

3.2.1 Vacancy and matching budgetary provision shall be made by the University Management in anticipation of the promotion for the year under consideration.

3.2.2 In the determination of merit, qualification, efficiency and experience among others shall be considered.

### 3.4 REVIEW AND PROMOTION PROCEDURES

3.4.1 There shall be an annual review and appraisal of the work and conduct of every member of staff, through the relevant Review Panel using the Annual Performance Evaluation Report Forms. The recommendations shall be considered by the Sub-Committee of APCONTS.

3.4.2 Staff reviews and appraisals shall have the effects of positive incentives such as promotion, commendation, rectification of anomalies from previous appraisals or promotions and, also negative effect ranging from warnings to reprimands.

3.4.3 Proposal for promotion shall be initiated by the Head of Department not later than 31<sup>st</sup> August of the year for the consideration of appropriate Review Panel at which the Personnel Division of the Registry shall be represented.

3.4.4 The various Review Panels shall forward their recommendations to the Junior Staff Appointments and Promotions Sub-Committee of APCONTS



- 3.4.5 In a case where a member of staff is putting himself/herself up for promotion, his/her papers shall be submitted to the relevant Review Panel through the Registrar. In the event that he is not satisfied with the decision of the Review Panel he may appeal to APCONTS through the Registrar.
- 3.4.6 In the event that a member of staff is not satisfied with the decision of APCONTS he/she may appeal to the Council in writing through the Registrar and Secretary to Council.
- 3.4.7 Candidates being put up for promotion shall be duly informed as soon as possible to allow for appeal where necessary, in furtherance to 3.4.5 above.

### **3.5 ELIGIBILITY**

- (i) In the determination of merit, qualification, efficiency and experience among others shall be considered,
- (ii) A member of staff shall not normally be considered for promotion except he has served for at least 3 years since assuming duty or since last promotion.

### **3.6 OTHER ISSUES ON PROMOTION**

- 3.6.1 Promotion during study leave and any other approved leave is permitted if:
- (i) A member of staff who is on any approved leave is engaged in activities considered relevant to the programmes of his Department.
- (ii) He satisfies the conditions in 3.5 above.
- 3.6.2 Staff on Contract Appointment shall not be eligible for consideration for promotion. He may however apply to be appointed to a higher position at the end of his contract subject to availability of vacancy provided, that he has satisfied the minimum requirements for that position and that he is not a retired officer who is a beneficiary of gratuity and pension in the Nigerian service.
- 3.6.3 A member of staff shall be considered for re-grading if since appointment or last promotion he has acquired additional qualifications which would normally entitle him to be considered for re-designation, subject to budgetary vacancy and response to appropriate advertisement which shall normally be internal advertisement.
- 3.6.4 Any officer promoted from one salary scale to another shall enter the higher scale at a point that gives him a salary increase that is higher than the incremental step in his old scale.
- 3.6.5 The effective date of promotions shall be the 1st of October of the promotion year under consideration.
- 3.6.6 **ANNUAL INCREMENT**
- 3.6.6.1 A member of staff who has not reached the maximum point in the salary grade applicable to him shall normally be granted an increment annually on October 1.
- 3.6.6.2 An increment is granted on the understanding that an employee has attained at least, the standards of efficiency and conduct that may reasonably be expected of an officer of his rank and status. The officer must have duly completed and submitted the APER form for the year in question not later than 31<sup>st</sup> August of the year
- 3.6.6.3 The incremental date of members of staff shall be the 1st of October provided that no increment shall be granted in the October following in respect of a member of staff who is appointed into service of the University or who enters a new salary scale after 1st April of any year.
- 3.6.6.4 Where a Head of Department is satisfied that an employee has not attained requisite standard of



efficiency and or conduct, he may make recommendation for the deferment or with-holding of the employee's increment and the matter shall forth-with be referred to the appropriate Appointments and Promotions Committee (APCONTS).

- 3.6.6.5 If the Appointments and Promotions Committee decides that the increment of an employee be withheld or deferred, the decision and the grounds thereof shall be communicated to the employee who may, within one month of being notified of the decision, appeal to Council against the decision.
- 3.6.6.6 An increment which has been deferred or withheld shall subsequently be granted with retrospective effects if the appeal succeeds.

## CHAPTER FOUR

### 4.0 LEAVE AND PASSAGES

#### 4.1 LEAVE

Granting of leave for staff other than Principal Officers, Deans and Directors shall be on the recommendation of the Heads of Departments.

#### 4.2 ANNUAL LEAVE

For Junior Staff, leave shall normally be taken any time during the year. Leave shall not be carried forward to the following year except by permission of the Registrar, on receipt of the request submitted through the Dean or the appropriate Head of Department/Unit. Any deferred leave must be taken with the officer's normal leave in the following academic year and where this is not possible; the leave shall be calculated with the officer's terminal leave. However, accumulated leave of not more than sixty (60) working days can be utilized, subject to the convenience of the staff's Department.

#### 4.3 DURATION

4.3.1 Junior Staff shall be entitled to an annual leave as follows:

- |                     |   |                 |
|---------------------|---|-----------------|
| (i) CONTISS 1 and 2 | - | 14 working days |
| (ii) CONTISS 3 - 5  | - | 21 working days |

4.3.2 In the first year of appointment, annual leave shall be calculated on pro-rata basis, provided that service of less than six months shall not qualify for leave for that year.

#### 4.4 CASUAL LEAVE

4.4.1 Members of staff may be granted not more than 7 days casual leave to be taken during the leave year.

4.4.2 Casual leave in excess of 7 days shall be deducted from subsequent annual leave.

4.4.3 Absence from the University outside these periods for up to three (3) days shall only be with the prior permission of the Head of Department and the Dean of the College concerned or the Head of the appropriate Non- teaching units. Absence for more than three (3) days shall be with the prior permission of the Vice-Chancellor.

#### 4.5 EXAMINATION LEAVE

Staff shall be allowed special leave with full pay to take an examination, the passing of which is a condition of his current employment. The duration of such leave shall be the period necessary for him to seat for the examination as specified in the examination timetable. Any period in excess of 7 days shall be deducted from annual leave for the year and if this has been exhausted, it shall be deducted from the



following year's annual leave.

#### **4.6 LEAVE FOR TEMPORARY STAFF AND STAFF ON CONTRACT**

4.6.1 Leave for temporary staff and staff on contract shall be defined in their agreements and shall not normally exceed 14 or 21 working days as applicable in any calendar year.

4.6.2 Leave for staff on temporary appointment shall be approved provided the staff has completed six months after his first appointment.

#### **4.7 MATERNITY LEAVE**

4.7.1 Female staff who are pregnant are entitled to sixteen (16) weeks maternity leave with full pay (i.e. four (4) weeks before delivery and twelve (12) weeks after delivery).

4.7.2 Applications for maternity leave shall be accompanied by Medical Certificate endorsed by the University Director of Health Services.

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.

4.7.3 Female staff whose services are less than six (6) months shall not be entitled to maternity leave with pay.

#### **4.8 SICK LEAVE**

4.8.1 Sick leave on full pay up to a maximum of 6 months within a period of 12 months, shall be granted by the Vice-Chancellor upon the recommendation of the University Director of Health Services or any Medical Practitioner approved by the Director.

4.8.2 Extension of sick leave for another six (6) months with full pay shall be with the approval of Council. Thereafter, a Medical Board shall be constituted to determine if the staff should be allowed further sick leave for another six (6) months or invalidated from service.

The Medical Board referred to in 4.8.2 shall consist of the University Director of Health Services as Chairman, a representative of staff trade union concerned and not less than 2 Medical practitioners approved by the Vice-Chancellor, provided that the employee, if he so desires, may nominate a medical practitioner of his choice to be present at the deliberation of the Medical Board.

#### **4.9 STUDY LEAVE**

4.9.1 Study leave is a period granted to staff to undertake an approved course of study or for the acquisition of professional experience. Such study leave can either be with or without pay.

4.9.2 Study leave is a privilege and will not necessarily be granted to every applicant who has fulfilled the conditions specified below:

A member of staff may be granted study leave for the following purpose:

(i) To acquire a professional qualification/skill.

Or

(ii) To refresh his knowledge by contact with work being conducted elsewhere.

4.9.3 Study leave may be allowed at the discretion of Council if:

(i) The Appointments and Promotions Committees (APCONTS) approve the programme of study.

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- (ii) The relevant Head of Department is satisfied that a staff member can be released.
- (iii) The applicant shall enter into a bond to return to the service of the University for two semesters or a year for every year spent during the study leave immediately following the end of his leave, when such leave is with pay: or one semester or six months for every year spent when such leave is without pay. Officers on study leave without pay shall be entitled to notional annual increments and notional promotion.
- (iv) The applicant shall undertake to submit to the Registrar through the Head of Department, a written report of the work done during the study leave each academic year of the study leave. The report must reach the University before the next academic, failing which his salary and other entitlement shall be suspended, until such a report is submitted where such work involved the writing of a project report, a copy of such a thesis shall be deposited in the University Library.
- (v) Failure to conform to the provisions in (iv) above shall attract appropriate penalties as may be prescribed in the bond.
- (vi) Where study leave is required earlier than six semesters of service or involves the University in additional expenditure either directly or through the secondment of a person from another institution, the matter shall be determined by the University on its merit.
- (vii) No more than one period of study leave may be granted in respect of previous service, notwithstanding that service may exceed six semesters or three years. Service for the purpose of study leave shall be determined either from the date of appointment, in the case of a first application for study leave, or from the date of resumption of duty after the last study leave, in the case of any subsequent application.
- (viii) An employee who fails to resume duty after the approved study leave without reasonable excuse shall be regarded as absent from duty and shall forfeit his salary and other approved benefits for the period of his absence, and, in addition, may be subjected to further disciplinary action.

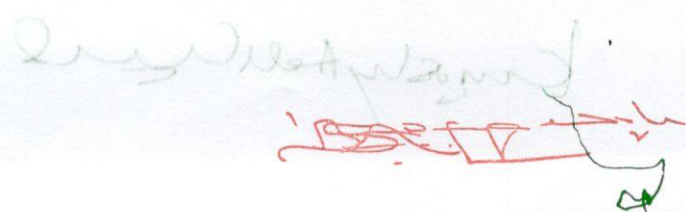
#### **4.9.4 Study Leave Procedure and Entitlements**

- 4.9.4.1 An application for study leave shall normally be submitted through the Head of Department to the Appointments and Promotions Committees for Junior Staff.
- 4.9.4.2 Staff desirous of pursuing a post-graduate programme or acquiring approved skills may be granted day-release at the discretion of his Head of Department with the approval of APCONTS. In all cases, the official assignments shall take precedence. Approval of day-release shall be without financial implication to the University.

#### **4.10 PASSAGES**

- 4.10.1 On initial appointment, a member of Junior Staff shall be provided with approved road or rail fares by the shortest direct route for the staff, his spouse, up to four children under the age of 18.
- 4.10.2 On retirement, expiration of a contract, or earlier termination of an appointment, if not on grounds of misconduct, himself, his wife and up to four children, shall be catered for from the place of work to his domicile, or provided the cost is not greater, to another place as agreed. Staff on contracts which are renewed will only be entitled to transport under this sub-section on their final departure. For this provision, "contract" means a normal 2 years contract.







## CHAPTER FIVE

### 5.0 STAFF DISCIPLINE

- 5.1 The University relies on the continuing and good sense and devotion of every employee to ensure that cases which may require disciplinary actions are reduced to the barest minimum.
- 5.2 A Head of Department/Unit shall be responsible to the Vice-Chancellor through the Dean where applicable, for the maintenance of the day-to-day discipline of/and among the staff assigned to his Department in all matters relating to the Department/Unit.
- 5.3 The power to exercise disciplinary control over staff members is vested in the University Council and the Vice-Chancellor.

### 5.4 MISCONDUCT

Any of the following shall constitute an act of gross misconduct:

- (i) conduct of a scandalous or disgraceful nature, such as corruption, dishonesty, fraud, falsification or suppression of records, abuse of office, foul language, etc.
- (ii) conduct prejudicial to discipline and good governance, insubordination (including unruly behaviour and disobedience to lawful instruction), negligence of duty, absence from duty without permission.
- (iii) conviction for a criminal offence (other than a minor traffic offence or the like).
- (iv) conduct which may be regarded as constituting failure to discharge the functions of one's office without sufficient reasons.
- (v) engaging personally in trade, business or other gainful employment without permission.
- (vi) disclosure of confidential official information.

### 5.5 DISCIPLINARY ACTIONS

- 5.5.1 Administrative – These shall be disciplinary actions that do not emanate from pronouncements of the Governing Council

The following disciplinary actions may be imposed on staff as sanctions for misconduct depending on the gravity of the misconduct:

- (i) letter of advice;
- (ii) written warning;
- (iii) denial of salary increments;

- 5.5.2 The following disciplinary actions at the level of Council, on the recommendation of the Staff Disciplinary Committee, may be imposed on Staff as sanctions for misconduct depending on the gravity of the misconduct:

- (i) letter of advice;
- (ii) written warning;
- (iii) denial of salary increments and or advancement (as the Council deems fit);
- (iv) denial of salary up to a maximum of one-third (1/3) for specified period; (as the Council deems fit);
- (v) surcharge for negligence;

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- (vi) denial of promotion;
- (vii) denial of any other benefit, as the Council deems fit e.g. granting of study leave;
- (viii) suspension from duties or office with half pay or without pay;
- (ix) demotion;
- (x) interdiction for pending criminal case;
- (xi) termination of appointment; and
- (xii) dismissal from service.

## 5.6 WARNING

5.6.1 The warning process should encompass drawing attention to short-comings through informal talk, oral warning and formal (written) warnings.

- (i) all erring staff shall be warned by their respective Heads of Departments.
- (ii) oral warning may be given in response to a reply obtained to an oral query.
- (iii) formal warning: this requires that an employee should be given a written query to which he should reply in writing within a given time which shall be indicated in the query. The officer who issued the query shall decide in writing, whether:
  - (a) the employee has cleared himself, in which case the officer shall so inform him and no further action shall be necessary ;
  - Or
  - (b) the employee has not cleared himself but no immediate punishment is warranted, in which case the officer shall issue an appropriate formal writing, drawing the attention of the Registrar for personnel records if it is the third warning.

## 5.7 DENIAL OF INCREMENT AND OR ADVANCEMENT

- (i) Where a Head of Department is satisfied that an employee has not attained requisite standard of efficiency and/or conduct, he may make recommendation for the deferment or with-holding of the employee's increment, and the matter shall be referred to the Appointments and Promotions Committees (APCON TS).
- (ii) If the Appointments and Promotions Committees decide that the increment of an employee be withheld or deferred, the decision and the grounds thereof shall be communicated to the employee, who may within one month of being notified of the decision, appeal to Council against the decision.
- (iii) An increment which has been deferred or withheld shall not subsequently be granted with retrospective effect
- (iv) Where a staff or an employee is found to have been negligent or willfully damaged the University property, such staff may be surcharged, have his appointment terminated or dismissed from service.

## 5.8 SURCHARGE FOR NEGLIGENCE

5.8.1 An employee of the University may be surcharged, dismissed or have his or her appointment terminated for any willful or negligent damage to University property. The employee or employees concerned may be asked to pay for the cost of repairs or replacement at the current price of the damaged property.

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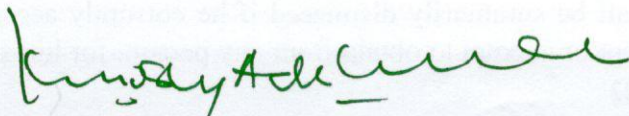


## 5.9 SUSPENSION FROM DUTIES OR OFFICE

- 5.9.1 The Vice-Chancellor may, in case of misconduct by a member of staff which in the opinion of the Vice-Chancellor is prejudicial to the interest of the University, suspend such member of staff and any such suspension shall be reported to the Council.
- 5.9.2 Any member of staff suspended shall be on half pay (i.e. gross salary) 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) reinstate such person in which case the Council shall restore his full emoluments with effect from the date of suspension.
  - (b) terminate the appointment of the person concerned in which case the person shall not be entitled to the proportion of his emoluments withheld during the period of suspension.
- Or**
- (c) take such less severe disciplinary action against such person (including the restoration of such proportion of his emoluments as might have been withheld) as the Council, may determine. In any case where the Council decides to continue with 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.

## 5.10 INTERDICTION

- 5.10.1 Where an employee has been charged with a criminal offence whether or not connected with the University, the Vice-Chancellor may interdict him from his duties forthwith and report to Council.
- 5.10.2 Formal notice of interdiction shall be given to the employee concerned in writing. The notice shall state the date from which the interdiction takes effect, duration and the reasons for such interdiction.
- 5.10.3 Where an employee has been interdicted, he shall be entitled to receive half of his gross salary.
- 5.10.4 An employee who is under interdiction shall be required to hand over uniform, accounts, books, tools and any other property of the University in his charge to such person as the Head of Department/Unit shall order and he shall be forbidden to carry on his duty and to visit his place of work except with the express permission of the Vice-Chancellor.
- 5.10.5 Where an employee under interdiction is found not guilty of all charges, he shall be reinstated and shall receive the balance of his salary for the whole period of his interdiction. Council may, however, review the circumstances of the case with a view to determining the desirability of the continuation in the service of the University, otherwise, his appointment may be terminated forth-with.
- 5.10.6 Where at the end of the proceedings, the staff is guilty of the criminal charges, he should be dismissed with effect from the date of his conviction and shall forfeit the balance of his emolument.
- 5.10.7 Any employee under interdiction may not, without the permission of the Vice-Chancellor, leave his station during the period of interdiction. Any employee contravening this regulation renders himself liable to dismissal. If the employee's where-about remain unknown, his dismissal may be made without further formality.





## **5.11 TERMINATION OF APPOINTMENT**

### **5.11.1 Termination of Appointment on Ground of Indiscipline:**

All appointments can be terminated by Council on the establishment of any of the following acts of indiscipline against the appointee by the Staff Disciplinary Committee:

- (i) Conviction for any offence which the Staff Disciplinary Committee considers to be seriously discrediting to the University or which will seriously prejudice the person convicted and render him unfit in the performance of his duties;
- (ii) Gross or persistent neglect of duty or misconduct either in the performance of duty or in any other situation;
- (iii) Conduct of a scandalous or other disgraceful nature including moral turpitude which the Staff Disciplinary Committee considers to be such as to render the person concerned unfit to continue to hold office;
- (iv) Failure or inability of the person concerned to discharge the functions of his office or to comply with the terms of conditions of service resulting from infirmity of mind or body or any other related causes;
- (v) Misrepresentation as to qualification upon application for employment;
- (vi) The Vice-Chancellor on behalf of Council may, for sufficient cause, terminate the appointment of a member of staff on a contract appointment or an unconfirmed regular appointment by giving at least a month notice or payment of a month salary in lieu of notice.

### **5.11.2 Termination on Ground of Ill-Health**

- (i) If at any time during the service of a member of staff in the University, such member of staff is certified by a Medical Board appointed on the instruction of the Vice-Chancellor, acting on behalf of the Council, to be so unfit and incapable of carrying out his duties and the condition does not improve after one year, the Council may accept his resignation or terminate his appointment in accordance with the University regulations.
- (ii) During the course of his sickness, such a staff shall be entitled to his full emolument in the first six months subject to extension for another six months on the advice of a Medical Board.

### **5.11.3 Dismissal from Service**

- (i) An employee under interdiction who is found guilty of any of the charges preferred against him may be dismissed and if so, shall not subsequently receive any part of any short-payment of his salary, notwithstanding, that he may have been found not guilty of some of the charges.
- (ii) Failure to disclose any previous conviction of a criminal offence will lead to summary dismissal.
- (iii) An employee convicted of a criminal charge shall not receive any emoluments for the period following the date of his conviction, until the University shall have considered his case. In the event of any acquittal on appeal, the staff shall be reinstated and all his emoluments paid.
- (iv) Upon conviction of an employee on a criminal charge, he shall be dismissed or have his appointment terminated with effect from the date on which he was convicted.
- (v) An employee of the University shall be summarily dismissed if he corruptly accepts or obtains or causes any person to accept or attempt to obtain from any person, for himself or



for any other person, any gift or consideration as an inducement or reward for doing or forbearing to do any act in relation to the University's affairs or business or for showing or forbearing to show favour or dis-favour in relation to the University's affairs or business.

- (vi) An employee of the University shall be summarily dismissed if he:
- (a) whilst employed in a full-time or part-time capacity, acts as attorney or agent against the University in any matter.
  - (b) falsifies testimonies or personal records.

#### **5.11.4 Procedure for Disciplinary Action**

- 5.11.4.1 When a report of an alleged case requiring disciplinary action is received by the Registrar, an official query is caused to be issued by the Personnel Division of the Registry to the affected staff.
- 5.11.4.2 The alleged offender is required to respond to the query directly to the Registrar.
- 5.11.4.3 The response is immediately forwarded on receipt to the Head of Department of the staff concerned, and any other member(s) of staff who is/are mentioned as witness(es) in the response.
- 5.11.4.4 All responses received are studied by the Registry which in conjunction with the Legal Unit (when deemed necessary) would make submissions to the Vice-Chancellor, including the recommendation of the composition of an Investigation Panel and its terms of references where appropriate.
- 5.11.4.5 The Vice-Chancellor shall take action by:
- (i) sending criminal case to the Security Unit for submission to the Police, however, internal administrative procedure would continue to assist the police.
  - (ii) sending non-criminal but serious cases to an Investigation Panel.
- 5.11.4.6 The Vice-Chancellor shall constitute an Investigation Panel to determine whether or not a *prima facie* case has been established against any member of staff. The Panel shall submit its report and recommendations to the Vice-Chancellor.
- 5.11.4.7 The Investigation Panel shall include the President or the Chairman or his representative of the Union to which the staff being investigated belongs if such a staff is a member of a union.
- 5.11.4.8 The Registrar shall advise the Vice-Chancellor on the recommendations of the Investigation Panel based on the appropriate University Rules and Regulations.
- 5.11.4.9 Where a *prima facie* case has been established, the Vice-Chancellor shall refer the case to the Staff Disciplinary Committee.
- 5.11.4.10 The reports and recommendations of the Staff Disciplinary Committee shall be forwarded to the Council.
- 5.11.4.11 If it appears to the Council that there are reasons for believing that any person employed as a member of the Academic, Administrative or Professional staff of the University other than the Vice-Chancellor, should be removed from his office or employment on the ground of misconduct or of inability to perform the function of his office or employment, the Council shall:
- (i) give notice of those reasons to the person in question.
  - (ii) afford him an opportunity of making representation in person on the matter.
  - (iii) after considering the report of the Staff Disciplinary Committee, if it is satisfied that the person in question should be removed as aforesaid, it may so remove him by an

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instrument in writing signed on the directives of the Council.

**5.11.5 Guidelines on Termination of Appointment and / or Dismissal from Service**

5.11.5.1 Before terminating appointments on ground of indiscipline, "reasonable cause" other than on ground of infirmity of mind or body, the Staff Disciplinary Committee shall:

- (i) Be satisfied that a *prima-facie* case has been established by an Investigation Panel set up by the Vice-Chancellor;
- (ii) Notify the member of staff concerned in writing on the ground(s) on which he is being considered for disciplinary action;
- (iii) Give the member of staff concerned opportunity of replying to the allegations leveled against him;
- (iv) Give the member of staff whose case is being considered the opportunity to appear before the Staff Disciplinary Committee; and
- (v) Make recommendations through the Vice-Chancellor to the appropriate Appointments and Promotions Committee (APCONTS) which take decisions on behalf of the Council.

**5.11.6 Composition of Staff Disciplinary Committee (SDC)**

**(a) Membership**

Deputy Vice-Chancellor (Development)	-	Chairman
Two (2) representatives of Council (who are not members of Senate)	-	Members
Two (2) representatives of Senate (who are not members of Council)	-	Members
Representatives of the Federal Ministry of Education	-	Member
Registrar	-	Member
Director of a Service Unit (To be elected by the Congregation)	-	Member
Registrar's Nominee	-	Secretary

**In Attendance**

Legal Officer

**(b) Terms of Reference**

1. To examine and consider any disciplinary case referred to the Committee based on the statutes;
2. To submit its report on its decisions through the Vice-Chancellor to the Council for further consideration.

**NOTE:**

Where there is any appeal, this shall be made directly to Council.

In the interest of fairplay, the Deputy Vice-Chancellor (Development) and Council members on the Committee shall not participate when the appeal is being considered.

**(c) Quorum:** 50% of Membership including the Chairman or his accredited representative

**(d) The frequency of meetings:** As the need arises

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### 5.11.7 **Compulsory Retirement**

Where appointment may be terminated in accordance with section 5.11.4.11 (i, ii, iii) above, the Council at its discretion may in lieu of termination permit the employee to resign/withdraw/retire his appointment.

### 5.11.8 **Resignation of Appointment**

5.11.8.1 A member of staff may resign his appointment by giving due notice or payment in lieu of notice provided that such appointee is not under bond with the University.

### 5.12 **Right of Appeal**

5.12.1 Without prejudice to the provisions on procedure for disciplinary action, any aggrieved member of staff who is disciplined or punished under the appropriate regulations shall have the right of appeal through the normal channel to Council. The ruling of Council on such an appeal shall be final.

## CHAPTER SIX

### 6.0 **LOANS, ADVANCES AND ALLOWANCES**

#### 6.1 **LOANS**

All loans shall be granted upon agreement between the University and the member of staff concerned whose appointment shall normally have been confirmed.

(i) **Availability of Funds**

All loans are made subject to the availability of funds and on such terms and conditions as the University may determine from time to time.

(ii) **Surety**

Before being granted any of the loans referred to this section except for salary advance, a member of staff shall be required to fulfill the following conditions:

- (a) That the University should not accept any guarantor outside the employment of the Federal University of Agriculture, Abeokuta. The guarantor must be a confirmed staff not below CONUASS 01 or CONTISS 07.
- (b) That self-guarantee by individual staff would no longer be entertained since the terminal benefit from which loans/indebtedness could be redeemed are no longer paid through the employer.
- (c) That depending on the quantum of the loan, a minimum of three internal guarantors would be required;
- (d) That for any staff to be eligible as guarantor, his total number of years left in service must be more than the period of loan repayment.
- (e) That staff with two (2) years to retirement would not be eligible to loan facility except he/she can pay back the loan within one year.

(iii) **Total indebtedness**

Notwithstanding anything in these regulations, the total indebtedness of a member of staff to the University shall be limited to such a sum as will ensure that the total monthly repayments do not exceed two-third (2/3) of his/her gross monthly salary.



### 6.1.1 Motor-Cycle/Bicycle Loan

- (i) The University shall grant motor vehicle loans at approved government rates and conditions as may be made available from time to time,
- (ii) Repayment period for such loans shall not be more than five years in 60 consecutive and equal monthly installments at an interest rate of 2% deducted from monthly salary and commencing in the month following the month in which the advance was made.

### 6.1.2 Furniture Loan

- (i) The University shall operate a Furniture Loan Scheme for which there shall be a Committee and whose regulations shall be reviewed from time to time. An unconfirmed staff, however, shall not be eligible for the revolving Furniture Loan, until confirmed.

There shall be a Revolving Furniture Loan on terms and rates as approved by the Council.

- (ii) Repayment shall not be more than 5 years of 60 consecutive and equal monthly installments at 2% interest rate, and deducted from monthly salary commencing in the month following the month in which the advance was made.

### 6.1.3 Housing Loan

- (i) Housing loan may be granted when available to members of staff who qualify for it.
- (ii) The eligibility for the housing loan, the conditions under which the loan is granted, the terms of disbursement and repayment of loan, shall be as determined by Council from time to time.

## 6.2 ADVANCES

- 6.2.1 All advances shall be granted upon agreement between the University and the member of staff concerned whose appointment normally must have been confirmed.
- 6.2.2 An advance on account of salary may be approved by the Bursar, on the recommendation of the Head of Department, upon application by a member of staff within six months of his assumption of duty. For staff on ground, the Vice-Chancellor may approve salary advance on extenuating circumstances.
- 6.2.3 The advance shall be limited to a maximum of one month's salary, with the first of such deductions being made in the month following that in which the advance is paid.

## 6.3 ALLOWANCES

### (a) Leave Transport Grant

Leave transport grant shall be paid to staff at prevailing rates as approved by the Federal Government from time to time.

### (b) Kilometre Allowance

Kilometre allowance shall be paid to staff at the prevailing rates as approved by the Federal Government from time to time.

### (c) Travelling Allowance

Travelling allowance shall be paid to staff at the prevailing rates as approved by the Federal government from time to time.

### (d) Transport Allowance

Transport allowance shall be paid to staff at the prevailing rates as approved by the Federal Government from time to time.

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(e) **Rent Allowance**

Rent allowance shall be paid to staff at the prevailing rates as approved by the Federal Government from time to time.

(f) **Overtime Allowance**

Overtime allowance shall be paid to staff at the prevailing rates as approved by the Federal Government from time to time.

(g) **Non-Accident Bonus**

Non-accident bonus shall be paid to staff at the prevailing rates as approved by the Federal Government from time to time.

(h) **Shift Allowance**

Shift allowance shall be paid to staff at the prevailing rates as approved by the Federal Government from time to time.

These allowances shall be paid to staff at the prevailing rates as approved by the Federal Government from time to time.

*Kung'u Akumu*

*[Red signature]*



## CHAPTER SEVEN

### 7.0 MEDICAL ATTENTION

### 7.1 MEDICAL EXAMINATION

All appointments including the renewal of contract appointment shall normally be subjected to Medical Examination. All Medical Certificate and report shall be kept by the Director, Health Services and treated as strictly confidential and copies of Certificates shall be furnished to the Registrar for Personnel records.

## CHAPTER EIGHT

### 8.0 COMPENSATION AND INSURANCE

#### 8.1 Loss of Property

Officers will not, in general, be entitled to compensation from public funds, for loss of property in circumstances arising outside of their services, and as such officers may consider the possibility of insuring their property against any type of loss or damage.

#### 8.2 Loss of Life – Death in active service / in the course of duty

Where an officer dies after the completion of the minimum period of qualifying service, there shall be paid to his/her legal representative or any person designated by him/her during his/her life time as his/her next of kin, his entitlements under the life insurance policy maintained under Sub-section (1) of Section 8 of the Pension Reform Act in force.

#### 8.3 Motor Vehicle

8.3.1 If the motor vehicle of an officer, whilst being used for official duties, is damaged as the direct result of civil disturbances, University will accept responsibility for such damage.

8.3.2 If an officer's private vehicle while being used for official duties is damaged beyond repairs as a result of accident, the University shall accept responsibility to the extent of the difference between the indemnities covered by the insurance and the cost of replacing the vehicle.

#### 8.4 Insurance at University Expense

The following persons when travelling by air, land or sea on official duty will be eligible for free insurance in the event of death or permanent disability to be provided by the University as follows:

Traveler	Capital Benefits
Staff	₦2,000,000
Wife of Staff	₦1,000,000
Child of Staff	₦1,000,000
Non-Official	₦1,000,000
NYSC	₦1,000,000

#### 8.5 Responsibility for Insurance

"A passenger travelling to and from any destination inside or outside Nigeria with the authority of the University, free insurance cover for the capital benefits, prescribed in 8.4 above, will be automatic and will not require the completion of any formalities by the passenger. If the passenger wishes to arrange excess of the capital benefits provided by the University, he must do so privately and at his own expense".

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*Handwritten signature in red ink.*



## CHAPTER NINE

### 9.0 MISCELLANEOUS

#### 9.1 UNIFORM AND KITS

- (a) Employees who are required to wear uniforms and protective wears while on duty shall be provided with such at the expense of the University, on approval of the Council.
- (b) Employees shall be responsible for the maintenance of these wears in good condition.
- (c) 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 willful damage on his part. Council shall often determine how often the wears shall be supplied.
- (d) Before leaving the service of the University for any reason, whatsoever, any employee issued with uniforms and other University properties must surrender them to his Head of Department, failing which, the employee concerned may be surcharged with the cost of replacement.

#### 9.2 DAMAGE TO UNIVERSITY PROPERTY

An employee of the University may be dismissed or have his appointment terminated for any willful or negligent damage to University property. Alternatively, the employee or employees concerned may be asked to pay for the cost of repairs or replacement at the current price of the damaged property.

#### 9.3 SPECIAL PROVISION

"These Regulations may be amended from time to time by Council in accordance with the Federal Government directive through its relevant Agencies".

## CHAPTER TEN

### 10.0 DISENGAGEMENT FROM SERVICE

#### 10.1 Resignation of Appointment

10.1.1 A member of staff may resign his appointment by giving due notice or payment in lieu of notice provided that such appointee is not under bond with the University.

- (b) For Junior Staff, the notice required shall be one (1) month.

#### 10.2 Retirement

10.2.1 The date of retirement for members of staff holding tenure appointment, to the age of retirement is the 30<sup>th</sup> September of the year following the year in which they attain the age of 65 years after which their employment shall cease automatically unless Council decides to extend the appointment on special grounds.

#### 10.3 Voluntary Retirement

A member of staff may voluntarily retire from the service of the University having given due notice of his intention to do so.

#### 10.4 Withdrawal of Service

A member of staff shall be allowed to voluntarily withdraw his service from the University, unless he is bonded, based on the following procedures:



- (i) The member of staff writes to the Registrar through his Head of Department and/or Dean indicating his intention to resign or withdraw his service with effect from a specific date. The effective date shall be one (1) month from the date of the letter notifying the Administration.
- (ii) On receipt of the notice, the Head of Department and Dean shall make their specific comments and recommendations that would enable the Vice-Chancellor to take a decision on the request, and forward these to the Vice-Chancellor through the Registrar.
- (iii) The Registrar shall forward the notice of resignation/withdrawal to the Vice-Chancellor with comments and recommendations.
- (iv) The Vice-Chancellor shall approve the resignation/withdrawal of service having regard to the comments and recommendations from the Department and the Registrar.
- (v) Before the accepted resignation/withdrawal is communicated to the applicant, it shall be ascertained that the member of staff in question is not indebted to the University in any way.
- (vi) Failure to give the statutory length of notice shall earn an applicant the payment of the required months' salary in lieu of notice. The Vice-Chancellor, however, has the prerogative to waive such penalties in special circumstances.

#### 10.5 Retirement Benefits

These are payable to staff in line with the Contributory Pension Scheme Act in force.

#### 10.6 Death Benefits

If a staff dies in active service his death benefits shall be paid in accordance with the Contributory Pension Scheme Act in force.

#### 10.7.1 Death of an officer / spouse overseas

The University shall repatriate, at the request of the deceased's family, the corpse of a Nigerian Officer who dies abroad while on official duty tour or course of instruction or the corpse of the spouse of the official who was duly authorized to accompany him/her on the duty tour or course of instruction. University's responsibility shall be limited to the following:

- (a)
  - (i) Preparation of the body (embalmmment)
  - (ii) Purchase of a reasonable priced coffin or casket including inner zinc and wooden coffin as stipulated by Airline Regulations;
  - (iii) Payment of the cost to the family of the deceased, not exceeding one full page advert in one National Newspaper, for the publication of obituary at the prevailing rates.
- (b) When a pensionable officer dies in the service of the University, it shall be the responsibility of the University to provide the following:
  - (i) Cost of burial expenses including; preparation of the body and embalmmment; settlement of mortuary bills; and provision of coffin/casket and transportation subject to the following maximum amount:
    - (a) CONTISS 1- 5 ₦100,000