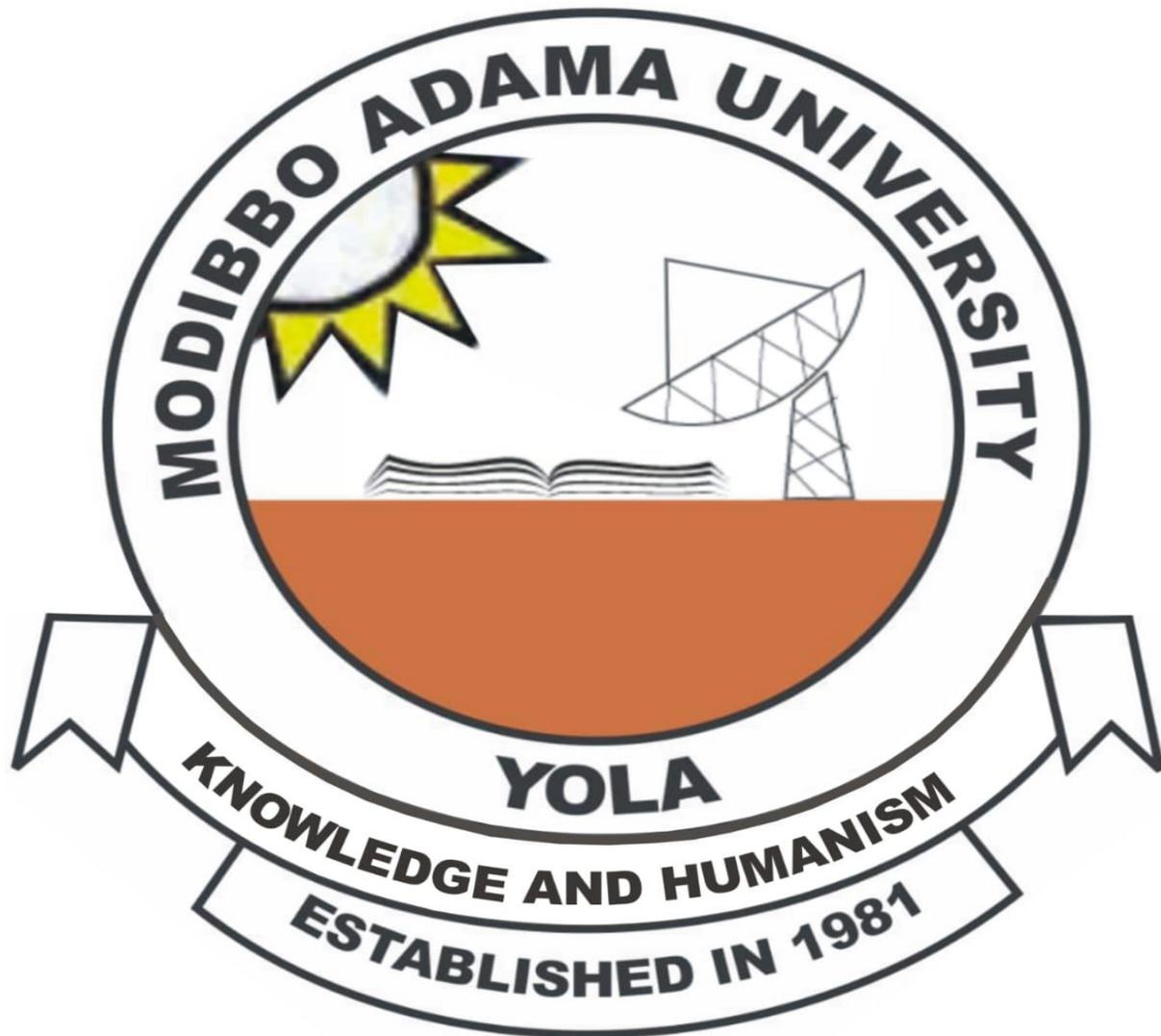


# **MODIBBO ADAMA UNIVERSITY YOLA**



## **RULES & REGULATIONS GOVERNING THE CONDITION OF SERVICE OF SENIOR STAFF**

*Approved by Council on Thursday 21<sup>st</sup> October, 2021*  
(Effective: 21/10/2021 to 20/10/2026)

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## PART I

### PRELIMINARY

#### 1.1 TITLE AND COMMENCEMENT

These regulations may be cited as “Condition of Service for Senior Staff of the Modibbo Adama University, Yola” (herein after referred to as the University). It shall come into effect on the date Governing Council approves it.

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

#### 1.2 APPLICATIONS

- (i) These conditions apply to all Senior Staff in all Units of the Modibbo Adama University, Yola as defined from time to time by the Governing Council. They apply to all Senior Staff of the University whether on tenure, provisional or any other form of appointment unless otherwise stated.
- (ii) These regulations shall not be rescinded, or amended or otherwise varied other than by subsequent regulation made by Governing Council.

#### 1.3 INTERPRETATION

- (i) Any question regarding the interpretation of these regulations except where it concerns issues relating to finance, where the Bursar shall be consulted, shall be referred in the first instance to the Registrar and then thereafter on appeal to the Vice-Chancellor.
- (ii) When an employee governed by these Conditions of Service feels dissatisfied by the interpretation of the Vice Chancellor as to the manner in which these conditions of service affect him/her, he/she may appeal to the Governing Council against the decision of the Vice Chancellor and the ruling of the Council in such appeal shall be final.

#### 1.4 DEFINITIONS

In this condition of service, unless otherwise stated, the following expressions shall have the following meanings attached to them.

**Academic Year/Session** – Means the period of twelve months which normally begins on 1<sup>st</sup> January, and ends on 31<sup>st</sup> December, of the year.

**Board or Committee** – Means a deliberative body with membership and terms of reference set up by the Governing Council or University Administration.

**Bursar** – Means the Bursar of the University as defined by the statute.

**Chancellor** – Means the Chancellor of the University as appointed by the Visitor.

**Child** – Means a biological child of staff or legally adopted child of a staff who is not more than 18 years old.

**College** – A collection of two or more faculties or divisions of the University headed by a Provost

**Congregation** – Means the Congregation established by statute.

**Coordinator** – Means the Head of a unit

**Date of Appointment** – The date an employee was offered an appointment.

**Date of Assumption** – Means the date on which an employee assumes duty in the University.

**Dean** – Means the head of a Faculty/School and the Head of Students’ Affairs Division of the University.

**Department** – Means any teaching, research, administrative, technical or professional services unit so recognized by the University Governing Council.

**Deputy Vice Chancellor** – Means the Deputy Vice Chancellor of the University as defined by the statute.

**Director** – Means the head of any directorate recognized by the Governing Council of the University.

**Directorate** – An academic/administrative unit headed by a Director.

**Established Post** – Means a post carrying emolument specifically provided for in the University Estimates approved by the Governing Council, or as may otherwise be decided by the Governing Council.

**Faculty/School** – Means a School of studies in the University as constituted and established by statute.

**Family** – Means a member of staff, spouse and up to a maximum of 4 children for Nigerian and 2 children for Expatriates, not above the age of 18 years.

**Governing Council** - Means the governing body of the University as established statute charged with the responsibility of general control and superintendence of the policy, finances and property of the University.

**Government** – Means Government of the Federal Republic of Nigeria.

**Head** – Means the Head of Department in a Faculty/School/Division and Unit.

**Institute/Centre** – An academic unit as constituted and established by senate and council of the University.

**Next of Kin** – An officially authorized member of the family or relation of staff/employee of the University.

**Pro-Chancellor and Chairman**- Means the Pro-Chancellor and Chairman of the Governing Council of the University as appointed by the Visitor.

**Promotion** – Means elevation of an employee to a higher grade and status based on merit. For this purpose, an upward regrading to overcome a previous anomaly in appointment shall not be regarded as a promotion.

**Provost** – Means the head of a College of the University.

**Regrading** - Means proper placement of a staff employed but wrongly placed.

**Registrar** – Means the Registrar of the University as defined by the statute.

**Reporting Officer** – Where the context applies means the Vice Chancellor, Registrar, Bursar, University Librarian, Provost, Dean, Director, Head or Coordinator concerned.

**Senate** – Means the Senate of the University established by statute.

**Senior Staff** – Means Academic, Administrative, Technical or Professional employee on University salary scale CONUASS 1 – 7 for Academic staff and CONTISS 06 to 15 for Administrative and Technical staff.

**Staff** – Means an employee of the University.

**Unit** – Means Administrative section within the University or an administrative or technical department of the University.

**University** – Means the Modibbo Adama University, Yola established by the Modibbo Adama University (Establishment) Act, 2020.

**University Librarian** – Means the Librarian of the University as defined by the statute.

**Vice Chancellor** – Means the Vice Chancellor of the University appointed according to the provisions of the statute.

**Visitor** – Means the President and Commander in Chief of the Federal Republic of Nigeria.

## **PART II APPOINTMENTS**

### **2.1 GENERAL**

- (a) Appointments are made by the Council or on its behalf by the Vice Chancellor. The Committee empowered to make appointments are the Appointments and Promotions Committee (Academic) in respect of academic staff, and Appointments and Promotions Committee (Admin and Technical) in respect of non-teaching staff on university salary scale 06 – 15 other than the Registrar, the Bursar and the University Librarian.
- (b) The Vice Chancellor is empowered to make temporary appointment to a Senior Staff position for a period not exceeding one year.
- (c) An appointment shall not be valid until it is offered and accepted in writing.
- (d) The procedures and criteria relating to appointments are as set out in a separate handbook (the Scheme of Service).
- (e) It shall be mandatory for new employees to submit three referees' reports, one of which must be from candidate's immediate employer/school, if any, before assuming duty.

### **2.2 DECLARATION OF AGE**

- (a) Every appointee is obliged to disclose his/her true age supported by Birth Certificate or an accepted document on first appointment.
- (b) No alteration to employee's age declared on appointment shall subsequently be permitted.

### **2.3 MEDICAL EXAMINATION**

Appointment to an established post is subject to submission by the new appointee of a certificate of good health issued by an approved medical practitioner in a Government Hospital.

### **2.4 MARITAL STATUS**

Every married appointee shall produce legal evidence of his/her marital status on first appointment or on getting married.

### **2.5 ACADEMIC QUALIFICATIONS**

- a) Every Appointee shall produce official proof of his/her academic qualifications on first appointment.
- b) The University shall verify all certificates presented by an employee on assumption of duty.
- c) Additional qualifications submitted by staff shall also be verified.

### **2.6 DOMICILE**

Every appointee shall declare his/her domicile on first appointment.

### **2.7 APPOINTMENT OF NON-NIGERIAN**

The appointment of a non-Nigerian is subject to Nigerian Immigration formalities and is therefore, conditional upon such appointee being granted an entry visa to enter Nigeria to take up appointment, and, after entry, a Residence/Work permit to continue to perform the duties of his/her office. The University may assist the appointee and his/her family in obtaining these documents, but it should be noted that the University has no liability whatsoever arising from delays in the issuance of entry visas and that if

entry is refused the contract of employment shall be void. Similarly, if permission to enter Nigeria has been granted and subsequently lapses or is withdrawn the contract of employment shall there-upon be terminated.

## **2.8 DATE OF COMMENCEMENT OF APPOINTMENT**

An appointment shall commence from the date an appointee assumes duty. For expatriate, the date of his/her arrival in Nigeria.

## **2.9 TENURE APPOINTMENT**

- (i) The tenure of all Senior Staff Appointments, unless determined for all or in a particular category by the Council, shall be such as is offered and accepted in each case at the time of appointment or as subsequently amended by mutual agreement between the appointee and the Council and shall be subject to Regulation Governing terms and conditions of Service of Senior Staff so far as they are applicable.
- (ii) The appointment of all Senior Staff on tenure in the University shall extend to retiring age (section 2.26 e(i & ii)) unless a period of probationary service was imposed when any such appointment was made or unless due notice in writing of termination of appointment has been given to or by the University or the appointment is otherwise terminated under the provisions of this Regulations.
- (iii) The Council may impose a period of probationary service on any person appointed as Senior Staff of the University. Such period of probation shall normally be two years in respect of all Senior Staff.
- (iv) All Senior Staff appointments made initially for two years or less shall be reviewed by the relevant Committee before the expiry of this period regardless of whether the appointee concerned has been in the meantime promoted from one grade to another, appointed to a higher grade or transferred from one department to another. The appointment shall be held to have terminated at the end of the initial period unless confirmation is offered and accepted at or before the expiry of the initial period.
- (v) The temporary service of a person appointed to an established post may count as part of a period of tenure provided that such temporary service is relevant to the appointment and has been within the University, preferably in the department to which the person is being appointed.

## **2.10 CONFIRMATION**

- (i) Confirmation of appointment after the initial probationary period of two years shall be made by the relevant Committee on the recommendation of the Head of Department concerned.
- (ii) The Committee making the decision on an academic appointment must be satisfied that the member of staff concerned has made an effective contribution to teaching, to research and to the work in his/her department since his/her first appointment and judging from all circumstances the period of probation has been satisfactorily completed.
- (iii) Confirmation of an administrative or professional appointment after the initial probation period of two years shall be based on job knowledge and satisfactory performance of duties of the office.
- (iv) If a member of staff is absent on a study fellowship/leave for part or all of the probationary period of his/her appointment, he shall not normally be eligible for confirmation until the expiry of the probationary period but definitely not before

he has successfully completed the study fellowship/leave and had returned to the service of the University.

- (vi) Where the appropriate Committee is of the opinion that the period of probation of any appointee has not been satisfactorily completed, it shall recommend to the Governing Council that either the appointment be terminated or that a further period of probation be imposed.

#### **2.11 CONTRACT APPOINTMENT**

Contract appointments are for specified periods not exceeding three years at a time. However, those who have attained the compulsory age of retirement shall have their contract appointment renewed annually.

#### **2.12 TEMPORARY APPOINTMENT IMMEDIATELY FOLLOWED BY A PERMANENT APPOINTMENT**

Where a staff member holding a temporary or contract appointment transfers to a permanent one, the period during which he/she was on such an appointment will count full for the purpose of calculating his/her years of service

#### **2.13 APPOINTMENTS OF VISITING SCHOLARS**

Short term appointments as Visiting Scholar may be made by the Vice Chancellor or the Appointments and Promotions Committee (Academic)

#### **2.14 APPOINTMENT OF PART-TIME STAFF**

Part-time appointments may be made in the manner prescribed below:

- (i) For Academic positions, part-time appointments shall be recommended by the Head of Departments and Deans concerned to the Vice Chancellor for approval.
- (ii) For Senior non-teaching part-time appointments, the Reporting Officer may recommend to the Vice Chancellor who may approve and report later to the Appointments and Promotions Committee (Administrative and Technical)

#### **2.15 DISABILITIES FOR APPOINTMENT**

- (i) A conviction for criminal offence or dismissal by a previous employer shall disqualify a person from being offered employment by the University. Where an employee is found to have deliberately with-held such information from the University, he/she shall be liable to summary dismissal.
- (ii) An employee whose appointment in the University has been terminated on grounds of misconduct shall not be re-appointed to the University service.

#### **2.16 APPOINTMENT ON TRANSFER OR ON SECONDMENT**

- (i) An appointment may be made on transfer or secondment from the Nigerian Public Service to the University on such terms and conditions as may be agreed to by the relevant Public Service authority and the Governing Council.
- (ii) Appointment may be made on secondment on such terms as agreed to by the Governing Council and the seconding institution concerned.

#### **2.17 TRANSFER OF SERVICE**

The Vice Chancellor, on behalf of Governing Council, may approve transfer of service for staff on tenure appointments to other pensionable appointment within the Public Service Sector of Nigeria under the following conditions:

- (i) Staff has been confirmed in his/her appointment.

- (ii) Staff gives the University at least three months' notice to the effective date of transfer which notice (for academic teaching staff) should expire at the end of the semester.
- (iii) Staff has fully settled his/her outstanding indebtedness to the University.

## **2.18 APPOINTMENT OF PROVOSTS/DEANS**

### **(i) Eligibility and Tenure**

- (a) The office of a Provost/Dean of a College/Faculty shall normally be held by a Professor.
- (b) Where there are two or more Professors in a College/Faculty, the College/Faculty shall elect by secret ballot, one of the Professors as Provost/Dean of the College/Faculty.
- (c) The tenure of office of Provost/Dean shall be two years in the first instance, but a Provost/Dean is eligible for re-election for a further period of two years only, after which he/she may not be elected again until two years have elapsed.
- (d) Where no Professor is available for election, the Office of the Dean of the Faculty shall be held, in acting capacity for one year by a person not below the rank of a Senior Lecturer, on terms and conditions to be determined by Senate.
- (e) The Provost/Dean of a College/Faculty may be removed from office for good cause by the College/Faculty Board after a vote by two third of membership taken at a meeting of the Board.
- (f) In the event of a vacancy occurring following the removal of a Provost/Dean, an Acting Dean may be appointed by the Vice Chancellor provided that at the next Faculty Board meeting (not later than one month) an election shall be held for a new Provost/Dean.
- (g) In this regulation 'good cause' has the same meaning as in Section 16 (5) of the Modibbo Adama University, Yola (Establishment) Act, 2020.

### **(ii) Procedure for Appointment of a Provost/Dean of College/Faculty**

- (a) The College/Faculty Board shall, at a meeting in any academic year in which the term of office of the incumbent Provost/Dean expires, elect by secret ballot, one of its members being one of the Professors in that Faculty for appointment by the Senate as Provost/Dean of the College/Faculty.
- (b) Where there is no substantive Professor in a Faculty or where although there are substantive Professors, no nomination is received from a Professor in such Faculty or Teaching Unit, the office of the Dean shall be held in acting capacity by a person not below the rank of a Senior Lecturer for one year and on terms and conditions to be determined by Senate.
- (c) It shall be the duty of the College/Faculty Board to constitute an Electoral Committee to conduct the election of a Dean.
- (d) At least two weeks' notice of the elections shall be given in writing to all members of the College/Faculty Board during which nomination papers shall be submitted to the Electoral Committee.
- (e) The Senate shall at a meeting in any academic year in which the term of office of the incumbent Dean or the Deputy Dean of the School of Postgraduate Studies expire, elect by secret ballot, one of its members,

being of the Professors, as Dean and one of its members, not below the rank of Senior Lecturer, as Deputy Dean.

**2.19 APPOINTMENT OF DEPUTY DEAN OF FACULTY**

- (i) There shall be an office of a Deputy Dean of a Faculty.
- (ii) The office of the Deputy Dean of a Faculty shall be held by an Academic Staff not below the rank of a Senior Lecturer for a period of two years.
- (iii) The Deputy Dean shall assist the Dean in the performance of his functions and act in the place of Dean, when the latter is absent, and shall perform any other functions as the Dean may from time to time assign to him/her.
- (iv) The procedure and condition for Appointment of a Deputy Dean shall be as that of the Dean of Faculty.

**2.20 APPOINTMENT OF HEAD OF DEPARTMENT**

- (i) The appointment of Head of Department shall be by democratic process from amongst the eligible staff not below the rank of Senior Lecturer for a period of 2 years in the first instance and re-election for another two years.
- (ii) Where there is no eligible candidate, the Vice Chancellor shall appoint a staff on acting capacity for a period of one year. Such appointment shall be presented to Senate and Council for noting.
- (iii) The procedure for the election shall be like that of the Dean.
- (v) The Registrar shall monitor the election.

**2.21 COMBINATION OF CERTAIN FUNCTIONS**

- (i) No one staff member, as much as possible, shall hold more than one of the posts of Deputy Vice Chancellor, Dean of School, Head of Department, Director and Coordinator at one and the same time.
- (ii) Where a member of staff holds two offices at the same time, he/she shall be paid only one responsibility allowance and this shall be the higher one.

**2.22 APPOINTMENT OF DEAN AND DEPUTY DEAN OF STUDENT'S AFFAIRS**

The Vice Chancellor shall appoint a Dean and Deputy Dean of Student's Affairs from amongst the eligible staff not below the rank of Senior Lecturer for a period of 2 years in the first instance and renewable for another two years.

**2.23 APPOINTMENT OF HALL MASTERS/MISTRESSES AND WARDENS**

- (i) There shall be Hall Masters, Hall Mistresses and Hall Wardens who shall be appointed by the Vice Chancellor from amongst the Senior Academic and non-teaching staff of the University.
- (ii) The tenure of appointment shall be for initial period of two (2) years and is renewable for another two (2) years.  
The terms of their appointment shall be as determined by the Vice Chancellor from time to time.
- (vi) The Vice Chancellor may remove a Hall Master, Hall Mistresses or Hall Warden from office on the grounds of inefficiency or misconduct.
- (v) A Hall Master or Hall Mistress shall be responsible to the Dean of Students Affairs for the effective administration of the Hall(s) of residence assigned to him/her, including the discipline of the members of staff and students assigned to the Hall(s). A Hall Master or Mistress shall act in respect of students in *loco parentis* in addition to coordinating the administration of the Hall.

- (vi) Hall Wardens shall serve as executive officers of the hall(s) to which they are assigned and shall be responsible to the Hall Master/Mistress for the day to day administration of the hall(s) for the enforcement of rules and regulations including recommendation to the Hall Master/Mistress in respect of students and staff discipline.

## **2.24 FUNCTIONS OF STUDENT AFFAIRS DIVISION**

The Student Affairs Division (under the office of the Vice Chancellor) is in charge of all matters relating to students' and their welfare. These include:

- a) Supervision and regulation of the students conduct, interactions and general living conditions including management of the hostels.
- b) Coordination of all matters related to the mobilization of graduands of MAU, Yola for the National Youth Service.
- c) Liaises with State Governments and other external agencies, on behalf of the students, in matters concerning scholarship/Bursaries/Loans etc.
- d) Coordinates and supervises students' union activities, clubs, societies and associations.
- e) Coordinates and supervises students' sports activities.
- f) Coordinates and supervises the students' study and work programme.
- g) It is responsible for the counseling of students in both academic and non-academic matters.
- h) It works hand-in-hand with the Director of Works and Chief Security Officer in matters related to students' well-being and security.
- i) It issues I.D. card to students and staff.
- j) The Student Affairs Division is assisted by three important University Committees. The Committee are as follows:
  - (i) Committee of Hall Masters and Hall Wardens, chaired by the Dean of Student Affairs to advise the Dean/Vice Chancellor on peculiar problems affecting students' hostels.
  - (ii) The Student Welfare Committee, chaired by the Vice Chancellor or any of the Deputy Vice Chancellors as his nominee.
  - (iii) The Advisory Committee on Students Discipline, chaired by Vice Chancellor or the Deputy Vice Chancellor as his nominee.

## **2.25 PRIVATE PRACTICE/CONSULTANCY SERVICE**

- (i) Private practice/consultancy service is allowed and encouraged provided that it is not at the expense of the staff's primary responsibility.
- (ii) The conditions of such services are as regulated from time to time by the University.

## **2.26 CESSATION OF EMPLOYMENT**

Apart from death, an employee's employment may cease by:

### **(a) Resignation**

- (i) A member of Senior Staff may resign his/her appointment by giving due notice or payment of salary in lieu of notice, provided that this Regulation shall not operate where such appointee is under bond with the University to serve the University and in such cases the terms and conditions of the bond shall operate.
- (ii) Subject to any alternative provisions in the contract of employment 'due notice' shall be three (3) months or three (3) months salary in lieu of notice.

- (iii) In the case of Principal Officers, the procedure for resignation shall be as provided for under Schedule 1 of Modibbo Adama University, Yola (Establishment) Act, 2020.
- (iv) Due notice in all cases shall, in writing, be addressed to the Registrar and shall be given to expire at the end of the semester for academic staff. The Registrar shall communicate the same to the Vice Chancellor who shall decide on behalf of Council. The Vice Chancellor may, in special circumstance, refuse to accept notice otherwise not in accordance with these regulations.
- (v) The Registrar shall thereafter inform the appointee in writing of the acceptance or rejection of notice of resignation.
- (vi) No academic staff shall leave service without submitting to his/her Head of Department all records of students, including examination results.
- (vii) Unless the consent of the Vice Chancellor has been otherwise obtained, a member of staff who resigns his/her appointment other than as provided in these Regulations or in the terms of his/her contract of employment shall not, as of right, be entitled to any leave or travel expenses, including repatriation.

**(b) Termination of Appointment for Misconduct**

An Appointment may be terminated for misconduct in accordance with the following provisions:

- (i) The appointment of a Senior Member of Staff on tenure may be terminated at any time for reasonable cause by Council on the recommendation of a Disciplinary Committee of Council in accordance with the provisions of these Regulations.
- (ii) For the purpose of these Regulations “reasonable cause” means:
  - (a) Conviction for any offence which a Disciplinary Committee of Council considers to be such as would seriously prejudice the person convicted and render him/her unfit in the performance of his/her duties;
  - (b) Gross or persistent neglect of duty or misconduct either in the performance of duty or any other situation;
  - (c) Conduct of scandalous or other disgraceful nature which the Disciplinary Committee of Council considers to be such as to render the person concerned unfit to continue to hold office.
  - (d) Failure or inability of the person concerned to discharge the functions of his/her office or comply with the terms or conditions of service resulting from infirmity of mind or body or any other cause;
  - (e) Misrepresentation as to qualification upon application for employment.
- (iii) Before terminating an appointment for “reasonable cause” other than from grounds of infirmity of mind or body, the Disciplinary Committee of Council shall:
  - a. Notify member of staff concerned in writing of the grounds on which consideration is being given for the termination of his/her appointment.
  - b. Give the member of staff concerned opportunity of replying to the allegations against him/her.

- c. The Disciplinary Committee of Governing Council shall give the member of staff opportunity to appear in person at the meeting at which the case is being considered to defend himself/herself against the allegation.
  - d. The member of staff concerned may appeal against the disciplinary measures to the Governing Council through the Chairman of Council.
- (c) **Termination for Absence from duty**  
A member of the Senior Staff who absents himself/herself from duty without leave or who fails to resume duty at the end of a leave period shall be dismissed from service.
- (d) **Withdrawal of Service**  
A senior member of staff may voluntarily withdraw his/her services from the University and qualify for his/her benefits in accordance with pension law for the time being in force. Such a staff shall give three months' notice of his/her intention to do so or paying three-month salary in lieu of such notice.
- (e) **Retirement from Service**
- (i) A member of Academic staff shall retire from service on reaching the age of 65 years and 70 years for professorial cadre.
  - (ii) A member of Non-Academic staff shall retire from service on reaching the age of 65 years.
  - (iii) A member of Senior Staff may voluntarily retire with benefits in accordance with the pension law being in force. Such a staff shall give three months' notice of his intention to retire or pay three months' salary in lieu of such notice.
  - (iv) A member of staff may be compulsorily retired from service on grounds other than the ones stated above.
- (f) **Termination on Medical Grounds**  
If at any time during his/her service in the University, a member of the Senior Staff is certified by a Medical Board, appointed on the instruction of the Vice Chancellor acting on behalf of the Governing Council, to be so unfit and incapable of carrying out his/her duties, and there is no reasonable likelihood of his/her being able to resume duty, the Governing Council may accept his/her resignation or terminate his/her appointment on such terms as it deems fit, fair and just.
- (g) **Termination at the Expiration of Contract Appointment**
- (i) All appointments for a fixed term of years shall be held to have terminated at the end of such period. Such a contract may be renewed by mutual agreement at the written request of the member of staff concerned submitted to the Registrar three months before the expiration of the contract.
  - (ii) The Governing Council may terminate in accordance with the terms of the respective contract of employment or in exercise of disciplinary control, the appointment of a member of the Senior Staff whose appointment is short term, temporary, part-time or probationary or who is appointed after or allowed to continue in employment beyond any

retiring age prescribed by Governing Council, or whose appointment is for a fixed period or on contract or not intended to continue until retiring age.

(i) **Termination on Grounds of Redundancy**

The University may require an employee to retire, but give him/her three months' notice in writing or pay him/her three month's salary in lieu of notice, if the employee becomes redundant by reason of a necessary re-organization in any Department or the inability to carry out his/her functions effectively.

(j) **Termination on Grounds that Services are no longer required**

The University may terminate an employee's appointment when his/her services are no longer required after giving him/her the due notice of three (3) months or paying him/her three (3) months' salary in lieu of notice.

(k) **Dismissal from Service**

(i) An employee, who is found guilty of an act of gross misconduct severely prejudicial to the interest of the University or is convicted for a criminal offence, whether or not connected with the University, shall be summarily dismissed from the date of his conviction.

(ii) An employee shall not be dismissed in accordance with this Regulation until he has been given fair hearing.

(l) **Clearance**

On submission of letter of resignation/retirement, the Registrar shall forward clearance forms to the staff to be processed to all relevant sections of the university, including the Unit/Department/Faculty/College/Bursary/Library/Staff Development/Health Centre for the Heads of such sections to confirm that the staff is in no way indebted to the University. The notice of resignation/retirement will be accepted thereafter.

## **PART III SALARIES**

### **3.1 SALARY GRADES AND SCALES**

- (i) The salary scales for posts in the University are in accordance with scales stipulated by the Government of the Federal Republic of Nigeria and approved by the University Governing Council.
- (ii) In special circumstances, the Governing Council may make appointments on contract, secondment or transfer outside these salary scales.
- (iii) An expatriate shall normally be appointed on contract only, and when so appointed shall be paid a contract addition approved from time to time by the Council and payable at the end of each contract period.
- (iv) The salary and other approved emoluments on initial appointment shall be paid from the date of assumption of duty.
- (v) Salaries are normally paid monthly.
- (vi) The payment of salary may be forfeited for any period during which a staff member absents himself/herself from duties without sufficient cause.

### **3.2 INCREMENT**

- (i) The incremental date for a member of Senior Staff in receipt of a salary on an incremental scale is 1<sup>st</sup> January, provided that a member of Senior staff who, after 30<sup>th</sup> of June in any academic session, takes on appointment or enters a salary scale on which increment is to be made will not be eligible for an increment until January of the year following.
- (ii) Increments are granted usually without formality but may for sufficient cause be deferred or withheld by the Governing Council. An increment which has been deferred shall not be subsequently granted retrospectively. An appeal may be made to the Governing Council against this decision.
- (iii) When a member of staff is absent for a year or more on leave of absence granted by the University, he/she will on his/her return to the University continue from where he/she left.

### **3.3 RATE OF PAY FOR PART-TIME, TEMPORARY AND VISITING STAFF**

The rate of pay for part-time, temporary and visiting staff shall be such as may, from time to time, be approved by the Governing Council.

**PART IV**  
**ALLOWANCES AND OTHER BENEFITS**

**4.1 GENERAL**

Staff of the University are entitled to allowances and fringe benefits applicable to qualified staff as approved by the Federal Government or as contained in prevailing Federal Government and University based unions agreements subject to such regulations as may be made from time to time by the Governing Council.

**4.2 GENERAL ALLOWANCES**

The allowances approved for application in the University are as set out below:

- i. Kilometre allowance
- ii. Baggage allowance or removal expenses
- iii. Duty Tour Allowance (DTA)
- iv. Responsibility allowance
- v. Call duty allowance
- vi. Contract allowance to Expatriate Officers
- vii. Hospitality allowance
- viii. Shift duty allowance
- ix. Entertainment allowance for Vice Chancellor, Deputy Vice Chancellors, Registrar, Librarian, Bursar, Directors, Provost, Deans, Deputy Deans, Heads of Department and Coordinators and such other offices as shall be designated by Council from time to time.
- x. Hazard allowance
- xi. Postgraduate Study Grant
- xii. Local running allowance (30% of DTA)
- xiii. Uniform/protective clothing allowance
- xiv. Overtime allowance.
- xv. Estacode.

**4.3 ACADEMIC ALLOWANCES**

- i. Examination Supervision Allowance
- ii. Postgraduate Supervision Allowance
- iii. Teaching Practice Allowance
- iv. Excess Workload Allowance
- v. Honoraria for External Examiners
- vi. Moderation of Examination (External Examiners)
- vii. Field trip allowances
- viii. Industrial Field Supervision Allowance
- ix. And Other Allowances as might be approved from time to time

**PART V**  
**RETIREMENT BENEFITS**

**5.1 General**

- (i) All members of Senior Staff, Academic and Non-Academic, who are in established posts and holding appointments with tenure confirmed to retiring age:
  - a) Shall mandatorily participate in the contributory pension scheme as established by Pension Reform Act 2004 or as may be amended.
  - b) Shall be entitled to all financial benefits in accordance with the Federal Government Pension Reform Act 2004.
- (ii) The age of compulsory retirement for Academic Staff shall be 65 years, 70 years for Professorial cadre and the compulsory retirement age of Non-Academic Staff shall be 65 years.
- (iii) Council may, subject to satisfactory medical report, re-appoint a retired member of Senior Staff on contract in accordance with the provisions of section 2.11

**5.2 Conditions for Withdrawal from Retirement Savings Account**

An officer shall qualify to make withdrawal from retirement saving account if one of the following events occur(s):

- (i) Upon retirement or withdrawal from the services of University or after attaining the age of 50 years whichever is later.
- (ii) After a properly constituted Medical Board has pronounced that the staff member is not fit for further service on health grounds.
- (iii) If a staff member is totally or permanently disabled while in the University service.
- (iv) On abolition of office.
- (v) If a staff member is required by the University Council to withdraw or retire from the service in the interest of the University.
- (vi) Compulsory retirement due to reorganization of a Department, School or other Unit of the University so that greater efficiency of economy may be effected.

**5.3 Death Benefits**

- (i) Death benefit shall be paid to the next of kin of a deceased full time staff in accordance with Pension Reform Act 2004 or as may be amended.
- (ii) For the purpose of these Regulations the registered next-of-kin/designated survivors will be taken as those names which are furnished on the Record of Service kept in the Central Registry of the University.
- (iii) The University shall pay the burial expenses to the next of kin in respect of a deceased full-time staff at the rate approved by the Council.

**5.4 Payment of Compensation Benefits to Staff Member who Died/Injured in the Course of Duty**

Member of staff who died/injured in the course of discharging official duties is entitled to scale compensation in accordance with the Nigeria Social Insurance Trust Fund (NSITF) Act, 1993 or as may be amended. The mandate covers employee compensation Act and Social Security Bill that has been passed into law.

**5.5 Payment of Benefits to Next-of-Kin of Staff Member Reported Missing or Presumed Death**

Where within one year of the disappearance of a staff member, a Board of Enquiry set up by the University Council is able to reasonably presume that the staff member who

is reported missing is dead, his/her next-of-kin may be paid the benefits provided in Regulation 5.3 above even though the law presumes a person dead only if nothing is known or heard of him/her after seven years of his/her disappearance.

**5.6 Special Provisions Relating to Pension of Professors**

A person who retires as a Professor having served:

- (a) A minimum period of fifteen years as a Professor in the University or continuously in the service of any University in Nigeria up to the retiring age; and
- (b) Who during the period of service was absent from the University only on approved national or University assignments, shall be entitled to pension at a rate equivalent to his/her last annual salary and such allowances, as the Council may, from time to time, determine as qualifying for pension and gratuity, in addition to any other retirement benefits to which he/she may be entitled.

**5.7 Abolition of Office**

If due to re-organization within the University, it is considered necessary to abolish or scrap an office and the incumbent cannot be offered a suitable alternative post, he may be called upon by the University Council to retire and shall, be entitled to 25% of his annual salary as compensation for involuntary premature retirement.

**5.8 Transfer from One Employment to Another**

If a staff member transfers to the University from another Public Service position, the same Retirement Savings Account (RSA) shall continue to be maintained by the employee.

## **PART VI**

### **REVIEWS, APPRAISALS AND PROMOTIONS**

#### **6.1 Review and Appraisals**

- (i) There shall be an annual review and appraisal of the work and conduct of every member of senior staff, Academic and Non-Academic, which shall be undertaken by the respective Appointments and Promotions Committees for Academic and Non-Academic staff, either directly or on their behalf by Review and Appraisal Panels constituted for the purpose.
- (ii) Staff Reviews and Appraisals shall have the effect of positive incentives such as commendations, rectifications of anomalies from previous appraisals or promotions, and, also negative effects ranging from warnings and reprimands to termination of appointment or dismissal.
- (iii) Review and Appraisal Panels may be constituted with the approval of the appropriate Appointments and Promotions Committee or the Vice Chancellor on behalf of the Committees.
- (iv) The Appointments and Promotions Committee shall work out appraisal, review and promotions guidelines subject to approval by the Governing Council which must be adhered to by the annual Appraisal Panels. No new guidelines should be applied until they are approved by Governing Council.

#### **6.2 Promotion Procedure**

- (i) Proposals for promotion of Senior Staff, Academic and Non-Academic arising out of the appraisals exercise in his/her Department shall have been made by the Head of Department concerned.
- (ii) A proposal for promotion shall include a comprehensive appraisal of the candidate's eligibility for promotion taking into consideration the criteria set out for that cadre in section 6.2 (iii) and should be reflected in degree to the grade of the member of staff concerned and the recommended grade for promotion.
- (iii) Research and publication cited in support of academic staff promotions should be evaluated not enumerated and should be reflected in degree to the grade of the member of staff concerned and the recommended grade for promotion
- (iv) When written work, whether published or unpublished, is cited as evidence for promotion or confirmation or review of salary or regrading or appointment, copies shall be deposited with the Head of Department who shall forward them to the Registrar with his/her recommendation on the candidate.
- (v) Where doubts exist on the merit of a candidate for promotion, external reference may be sought.
- (vi) Promotions are usually made subject to a vacancy and provision in the University estimates but promotion may be made to an un-established post to the incumbent and, provided further that such post shall be established at the next budget exercise.

#### **6.3 Criteria for Appraisals and Promotions**

1. The Criteria which shall be usually considered for review, appraisals and promotions of Senior staff are:
  - (a) For Academic Staff:
    - i) Teaching ability and/or Professional competence /membership of professional body,

- ii) Experience, research ability and publications or other creative work;
  - iii) Contribution to the University and Community;
  - iv) Personal integrity
  - v) Time-in-rank.
- (b) For Non-Academic staff:
- i) Marked efficiency, competence and contribution to the effectiveness of the Department
  - ii) Ability to undertake new and expanded schedules of duty and additional responsibilities;
  - iii) Special aptitudes, experience, initiative, and training;
  - iv) Personal integrity;
  - v) Membership of professional body where applicable.
  - vi) Time-in-rank.
2. The criteria set out above are intended to serve as a guide in judging the candidate, and not to set boundaries to the elements of performance that may be considered.
  3. For academic staff, an appraisal of teaching and research should be emphasized at all levels of Appraisals and Promotions, and, in the higher grades a more rigorous application of these criteria becomes necessary and important, including evidence of significant publications in the field.
  4. For non-academic staff, appraisal of a candidate's work should be directed towards ensuring the maintenance of high service standards required for an effective and efficient administration, and in the higher grades a more rigorous application of these criteria becomes necessary and important.

#### 6.4 **Ordinary and Accelerated Promotions**

- (i) Promotions may be classified as either normal or accelerated.
  - (a) A normal promotion allows for promotion to the next grade after the normal time-in-rank has been met and shall require evidence of continued efficiency as a teacher and competence in research or effective contribution to the work of the University in other ways, as may be outlined in the Scheme of Service.
  - (b) An accelerated promotion allows for promotion to the next or higher grade before the completion of time-in-rank.
- (ii) Accelerated promotion within the Lecturer's grades shall be made on an appraisal of one or more of the criteria set above up to Lecturer I.
- (iii) Promotion to the ranks of Associate Professor and Professor shall be fully assessed externally, having regard to evidence of distinction in research and contribution by research to the advancement of the subject, ability as a teacher, administrative competence, contribution to the University and the Public Service.
- (iv) Promotions to the Associate Professor and Professor grades shall be made when at least two of three external assessors submit favourable assessment.
- (v) Promotions within the Lecturer's grades up to the Senior Lecturer grade shall be decided without necessarily seeking external assessment.

### **6.5 Review of Salaries and Regrading**

The salary of a member of Senior Staff may be reviewed or the appointment of a member of Senior Staff may be regraded on the recommendation of the Head of Department concerned for the reason that the earlier assessment had not been based on all the available facts and had accordingly resulted in wrong placement on the salary scale or wrong grade, provided that such review or regarding shall be done in the first year of appointment and only in such cases the review or regrading shall apply retrospectively to the date of such an appointment. All proposals for a review of salary or for regrading shall, be referred to the Registrar for transmission to the appropriate Review and Appraisal Panel or to the relevant Appointments and Promotions Committee.

### **6.6 Entry on Scale**

On promotion or regrading, entry into the higher grade shall normally be at the minimum entry point of the higher grade unless this is lower or equal to what the officer would have attained on normal increment, in which case the officer shall be advanced to the next step.

### **6.7 Appeals**

- (i) A member of staff not satisfied with the decision of the Appointments and Promotions Committee may appeal in writing to the Registrar through his/her Head of Department. Such an appeal shall be forwarded to the relevant Appointments and Promotions Committee for reconsideration. Where the staff is still not satisfied with the decision of the Appointments and Promotions Committee, he/she may appeal against the decision through the normal channels to Council, whose decision shall be final.
- (ii) Staff recommended for promotion, but not promoted shall be informed of the decision and be advised of his/her weakness. Staff concerned shall have the right to appeal to the Council through the approved channels for consideration for promotion.
- (iii) Staff shall be informed by the Registrar of an unfavorable appraisal.

### **6.8 Effective Date of Promotion**

Promotions will not take effect earlier than the first date of January following the date on which the promotions are made except in an exceptional circumstance. However, where promotions have to be back-dated, the period of financial benefit should not exceed 1 year, except in cases where the promotion is subjected to external assessment.

### **6.9 Withdrawal of Promotions**

- (i) At any time after a promotion is communicated to a member of staff, the Appointments and Promotions Committee may withdraw, suspend or defer the said promotion after satisfying itself that the new facts that have emerged would not have allowed the Committee to grant the promotion.
- (ii) Any action of the Appointments and Promotions Committee under Section 6.9(i) above shall forthwith be reported to the Governing Council, and any employee affected by the said action may appeal to the Council within a period of one month from the date of receipt of the notice of the Committee's decision.

6.10 **Annual Increment**

- (i) A member of staff who has not reached the maximum point in the salary grade applicable to him/her shall be granted an increment annually in accordance with the appropriate salary scale.
- (ii) Annual increment may be withheld as a disciplinary measure.

## PART VII LEAVE

### 7.1 Annual Leave

- (i) Annual leave is compulsory for all staff and shall be applied for and taken when due. However, an annual leave can be deferred in part or in full due to exigency of duty but such deferment shall be in writing. No staff shall be allowed to accumulate more than six months of deferred leave.
- (ii) In the circumstances a staff is allowed to accumulate up to 6 months of deferred leave, he/she should be directed to take at least his/her current annual leave immediately.
- (iii) All staff shall be entitled to 30 working days annual leave. However, an additional research leave period of 26 working days per annum may be granted on the recommendation of the Dean/Head of Department for the specific purpose of carrying out research. Both periods of leave shall normally fall within the long vacation.

### 7.2 Conditions of Annual Leave

Annual leave shall normally be granted after twelve months service provided that:

- (i) Such leave in the first year of appointment shall be subject to a minimum of six months service and shall be calculated pro-rata for the first six months of continuous service. However, staff returning from an annual leave shall not be eligible for another leave until after serving for a minimum period of six months.
- (ii) Leave in the last year of service shall be calculated pro-rata when a member of staff retires before he/she has completed the full year.

The pro-rata leave is calculated as follows:

Leave Earning Period	Pro-rata Leave Days working days per annum
12 Months	30
11 Months	28
10 Months	25
9 Months	23
8 Months	20
7 Months	18
6 Months	15
5 Months	13
4 Months	10
3 Months	8
2 Months	5
1 Months	3

### 7.3 Special Cases

Without prejudice to the provision in Section 7.2, members of staff may take their leave other than during the long vacation in accordance with the roster approved by the Dean/Director on the recommendation of the Head of Department.

#### 7.4 **Special Leave**

- (i) Leave with pay on compassionate grounds, casual leave for urgent private affairs up to a total of 12 working days in any given year may be recommended by the Head of Department through the Dean/Director and approved by the Vice Chancellor.  
Any such leave in excess of 12 working days per year may be granted and such number of days may be deducted from the staff's annual leave.
- (ii) Special leave shall be notified to the Registrar and Head of Department as soon as it is granted. On resumption of duty from such leave, the employee shall notify the Establishment office.
- (iii) Leave with financial assistance for medical treatment outside Nigeria may be granted to an employee, expatriate or Nigerian by the Council on such terms as it deems fit, on the recommendation of the Health Panel certifying that such treatment cannot be obtained in Nigeria, and that it is essential that treatment be obtained outside Nigeria. An employee finding it necessary while abroad to undergo treatment by which he/she may seek a refund shall inform the University or its overseas representative of the circumstances as soon as possible. Refunds may be refused if the University is not satisfied with the medical treatment.

#### 7.5 **Leave of Absence Without Pay**

An employee confirmed in his/her appointment, may for special reasons, be granted unpaid leave for up to a full year on the recommendation of the Head of Department. Such leave may be extended by appropriate authority.

If the staff on leave of absence without pay wishes to withdraw his service from the University, he/she should not have option of notice period, rather shall pay three months salary in lieu of the notice period.

#### 7.6 **Leave of Absence from Duty Post**

All employees who intend to be away from duty post must obtain permission to do so from the appropriate authority.

#### 7.7 **Maternity Leave**

- (i) Female employees who are pregnant are entitled to twelve (12) weeks maternity leave with full pay. The annual leave for that year will, however, be regarded as part of the maternity leave. Where this annual leave has already been enjoyed before the grant of maternity leave, that part of the maternity leave equivalent to the annual leave shall be deducted from the maternity leave or would be without pay.
- (ii) A female employee who has served for less than six (6) months shall not be eligible for maternity leave under Sub-Section (i) above. Any such period of absence shall be without pay.

#### 7.8 **Sick Leave and Invalidation**

- (i) An employee shall be entitled to a maximum of six weeks per year of sick leave if not hospitalized, and if hospitalized to a sick leave of six calendar months with full pay in the first instance; subject to an extension for another six months. Thereafter, a Medical Board shall determine if the staff should be allowed further sick leave or invalidated from service.
- (ii) The University Council may terminate an employee's appointment at any time with three months' notice if he/she is unable to work due to apparent illness and

if he/she refuses to undergo a medical examination or undertake appropriate treatment in accordance with the provision of Sub-Section (i) above.

#### 7.9 **Terminal Leave**

An employee departing at the expiration of his/her final contract or in accordance with Section 2.26 will be granted paid leave as follows:

- (i) An employee of the teaching staff departing at or after the end of the second semester having satisfactorily completed his/her university duties for at least one session.
- (ii) An employee leaving the University service before the end of a session may be granted leave on pro-rata basis on the current leave policy in force.
- (iii) Any deferred leave which stands to the credit to a member of staff may be taken at any other appropriate time while the member of staff is still in service.
- (iv) A member of staff who is dismissed shall not be eligible for any leave/leave grant.

#### 7.10 **Sabbatical Leave**

The purpose of Sabbatical leave for academic staff of long standing in the University is to undertake new lines of research and study for self-improvement; For Administrative & Technical staff is to provide opportunity to learn new concepts and skills for self-improvement and/or to consolidate an area of previous study/experience within or outside Nigeria.

##### (i) **Categories of staff entitled to Sabbatical Leave**

- a. Only academic staff of the rank of Senior Lecturer and above and in the case of Admin. & Technical staff on level 12 and above or equivalent, holding permanent and confirmed appointment shall be entitled to Sabbatical leave.
- b. A former Vice Chancellor, Registrar, Bursar and University Librarian is entitled to take Sabbatical Leave immediately following the completion of his/her term of office.

##### (ii) **Qualification and Eligibility**

To qualify for Sabbatical leave, staff must satisfy the following conditions:

- a. Sabbatical leave for one calendar year only, may be granted to staff after six years of qualification and continuous service in the University. Where staff came on a transfer of service from another University, he/she shall have served this University for a minimum of five years.
- b. Staff applying for Sabbatical leave must have an acceptable programme of work to be approved by the University Management /Senate as the case may be.
- c. School and Department must certify that the staff can be spared to take the Sabbatical leave without engagement of a substitute for the duration of the period.

##### (iii) **Benefits and Entitlement**

A staff on Sabbatical leave is entitled to the following:

- a. 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.
- b. Return passage to the approved place of sabbatical leave, for the staff, spouse and up to four children below the age of 18 years. Where husband and wife are both members of staff and are separately entitled to sabbatical

leave, (both Academic, Admin. & Technical staff), the University shall pay return fare for either of them or their children only once in any one period of six academic years.

- c. Retention of University quarters by the staff for the duration of the Sabbatical leave, paying the normal rent.
- d. Additional remuneration/allowance he/she negotiates with his/her host institution where he/she is spending the Sabbatical leave.

**(iv) Obligations of Staff**

- a. Staff shall serve the University for at least one year following the end of the Sabbatical leave.
- b. On returning, the staff shall submit a formal report on work done during the Sabbatical leave to the Senate in the case of academic staff and to the University Management in the case of Admin. & Technical staff.
- c. Staff shall resume duty immediately following the expiration of the Sabbatical leave period.
- d. Upon resumption from duty, staff shall fill resumption of duty form.
- e. Any breach of the terms/conditions of Sabbatical agreement shall attract appropriate disciplinary action.

**7.11 Study Fellowship/Leave**

**(i) General**

- a. Study fellowship/leave are intended for post graduate training and development of staff. Such fellowship may be granted on terms and conditions as approved by Council from time to time.
- b. Any breach of the terms and conditions of study fellowship/leave agreement shall attract appropriate disciplinary action.

**(ii) Terms and Conditions of the Award of Study Fellowship/Leave**

Although a study fellow will still be subject to the basic terms and conditions governing his/her appointment, he/she will, however, be subject to the following terms and conditions during the period of the study fellowship/leave.

- a. Staff on study leave/fellowship without pay shall not be granted any loans by the University during the period of the study fellowship/leave.
- b. **Repayment of loans and other financial obligations shall continue during the period of study fellowship/leave.**
- c. In any one year in which study fellowship/leave extending over one academic year is granted to a staff on part time, he/she shall be entitled to annual leave.
- d. The University shall undertake to maintain the trainee's pension in accordance with the Pension Reforms Act 2004 and as may be amended from time to time.

**(iii) Benefits for Study Fellows in Nigeria**

Subject to the foregoing conditions, the University will provide, in the first instance, if not covered by award, the following:

- a. Salary with increments at normal University rates;

- b. Post graduate study grant as may be determined by the Governing Council from time to time;
- c. Return economy passages for the staff only to the place of study by the most direct route;
- d. Tuition, examination fees and thesis expenses;
- e. Personal medical insurance bill approved by the institution or hospital bills shall be settled by the University where no Medical Insurance had been paid for, subject to normal University regulations;
- f. Allowances to be paid to the staff on study fellowship/leave shall be in accordance with the University rates.

Where any of the items in paragraph (a) to (f) above is covered by another body, the University shall not be responsible for it.

**(iv) Responsibility of Study Fellows**

- a. Study fellows would be responsible for all expenses incurred during attendance at a conference or seminar and this should be regarded as part of the trainee's investment in their own future academic development.
- e. Study fellows will be advised to exhaust attendance at local seminars in their universities before venturing to attend seminars in distant and far places.
- f. Staff must fill bond form before embarking on studies.

**(v) Data Collection by Study Fellows**

All study fellows going abroad will be expected to give the University the idea of what they are going to work on before leaving the University and to indicate to the University beforehand whether or not their proposed course of study abroad would involve coming back to Nigeria for the field work and/or research data collection.

**(vi) Termination of the Study Fellowship/Leave Award**

- a. The recipient must agree to abide by any other terms and conditions which may from time to time be laid down by the University in respect of the study.
- b. The award to any member of staff may be terminated at any time if the recipient's conduct, progress or attendance is unsatisfactory or the staff is unable to continue on medical grounds.

**(vii) Breach of the Conditions of Study Fellowship/Leave Award**

- a. In the event of a study fellow breaching the terms and conditions of the fellowship/leave agreement, his/her surety may be called upon to indemnify the University and financial loss that the University might have suffered as a result of such breach.
- b. Should a study fellow fail to return to the service of the University following the expiration of the study fellowship/leave and after due notice to do so has been given to him/her by the University, and all other necessary efforts to get him/her back fail, the staff may be dismissed from service for absconding from place of work.

## **PART VIII DISCIPLINE**

### **8.1 Responsibility for Discipline**

- (i) The Vice Chancellor has the responsibility for the discipline of all members of staff in the University.
- (ii) He shall exercise such powers as provided for in the Modibbo Adama University, Yola (Establishment) Act, 2020.

### **8.2 Misconduct**

Misconduct shall be defined as any act/behaviour likely to tarnish the good name or reputation of the University and is prejudicial to the proper administration and conducive atmosphere for teaching, learning and community service within and outside the University. Misconduct includes, but is not limited to the following:

- i. Immoral behavior:
  - a. Unruly behavior
  - b. Drunkenness at work
  - c. Foul language
  - d. Assault
  - e. Battery
- ii. Refusal to proceed on transfer or to accept posting
- iii. Habitual lateness to work
- iv. Deliberate delay in treating official document
- v. Failure to keep records
- vi. Unauthorized removal of public records
- vii. Dishonesty
- viii. Negligence
- ix. Membership of undesirable association (secret societies/cults)
- x. Sleeping on duty
- xi. Improper dressing while on duty
- xii. Stealing
- xiii. Refusal to take/carry out lawful instruction from superior officers
- xiv. Malingering
- xvi. Insubordination
- xvi. Discourteous behavior to the public
- xvii. Failure to honour bond
- xviii. Falsification of official information
- xix. Suppression of records
- xx. Withholding of files
- xxi. Conviction on a criminal charge (other than a minor traffic offence or the like)
- xxii. Absence from work without official permission
- xxiii. False claim against university staff
- xxiv. Bankruptcy/Serious financial embarrassment
- xxv. Unauthorized disclosure of official information;
- xxvi. Unauthorized undertaking of any study programme (full time or part time)
- xxvii. Corruption which can be defined as an act of an official or fiduciary person who un-lawfully and wrongfully uses his office or character to procure some benefit for himself/herself or another, contrary to the duty and rights of others.
  - (a) Bribery;
  - (b) Embezzlement;
  - (c) Misappropriation

- xxviii Violation of oath of secrecy
- xxix. Fighting each other
- xxx. Action prejudicial to the security of life and property in the University
- xxxi. Advance fee fraud
- xxxii. Holding more than one full-time paid job
- xxxiii. Loitering, laziness and insolence
- xxxiv. Baseless and or anonymous petition
- xxxv. Sabotage
- xxxvi. Willful damage to public property
- xxxvii. Sexual harassment, indecent relationship with students or staff
- xxxviii Cyber crime
- xxxix Unauthorized closure of the gates or other facilities in the University
- xxxx. Disruption of Statutory meetings, other meetings of the Council, Senate or any Committees of these bodies, official Programme of the University like Convocation, Matriculation, Public Lectures and Inaugural Lectures
- xxxxi Plagiarism;
- xxxxii. Failure to fill the annual appraisal form, and
- xxxxii. Any other act unbecoming of a public officer as may be defined by the Council.

### **8.3 Disciplinary Measures/Sanctions:**

The following disciplinary actions may be taken against any staff/officer for any of the offences defined as misconduct in this regulation, based on the nature, rampancy, previous record of the offender and the gravity of the misconduct.

- (i) Verbal reprimand
- (ii) Serious reprimand (in writing)
- (iii) Loss of annual increment for a specified period
- (iv) Delay of promotion/appointment for a specified period
- (iv) Loss of headship or other administrative position of honour and responsibility for a specified period
- (v) Deferment of confirmation of appointment for a specified period; and
- (vi) Surcharge (a penalty for failure to exercise common prudence and skill in the performance of a fiduciary's duties)
- (vii) Suspension without pay with pay of half salary for a specified period
- (viii) Loss of promotion for a specified period of time
- (ix) Forced resignation
- (x) Termination of appointment/contract appointment
- (xi) Demotion and termination, where termination alone is not considered adequate punishment
- (xii) Dismissal (applicable in case of gross misconduct including conviction by a court of law)

For the purpose of these conditions of service, Council shall reserve the powers to take further steps to ensure discipline and other punitive measure as may be deemed appropriate.

### **8.4 Disciplinary Procedure**

Disciplinary proceedings shall be initiated as follows:

#### **a. Query:**

- i. A member of staff who commits an act of misconduct shall be issued a written query in hard copy or electronically (via e-mail), a copy of which shall be sent to the Registrar. If his explanation is considered by the Head of his Department

as reasonable, no further action shall be taken against him and the Registrar shall be so informed.

- ii. A member of staff who commits an act of misconduct or who is inefficient in the performance of his duties, may be warned verbally by the Head of his Department/Unit.

**b. Warning:**

- i. If a member of staff is queried and his/her response is found unacceptable, he shall be issued a written warning. A copy and his/her response thereto, shall be forwarded to the Registrar through the Head of Department/Unit.
- ii. Two written warnings from the department/unit and a written warning from the Registrar shall be regarded as final and any further offence shall be liable to more severe disciplinary action.

**c. Suspension:**

- i. If, in the opinion of the Vice-Chancellor, an act of misconduct has been committed which is of a serious nature to warrant a drastic punishment, the staff shall be suspended from duty by the Vice-Chancellor and placed on half salary.
- ii. During the period of suspension, the staff shall be summoned before the Staff Disciplinary Committee.
- iii. While on suspension, the staff shall not be allowed to leave the services of the University until the determination of the case.
- iv. A staff who is suspended shall not carry out his duty or visit his place of work except with express permission of the Registrar. He/she shall hand over all University property in his possession to the Head of the Department/Unit.
- v. If he/ she is not found guilty in the proceedings on which he is suspended, he/ she will be reinstated in his post.
- vi. If he/she is reinstated, he/she shall receive his/her balance of his/her salary for the period of suspension and he/she shall be issued a letter of exoneration.
- vii. A staff shall not leave his/her station during the period of suspension without the written permission of the Registrar. If he/she violates this provision, he/she will render himself liable to a charge of serious misconduct.

**d. Demotion**

- i. A member of staff may be demoted to a lower rank after committing an offence of misconduct. The demotion is for a period of three (3) years, after which the staff can be assessed for promotion. If a similar offence is repeated, the appointment of the staff may be terminated or he/she may be dismissed.
- ii. A Staff may be demoted if, in the opinion of the University, the staff can no longer perform on his present post.
- iii. If the staff resigns as a result of this action, he resigns at his degraded rank.

**e. Deferred Promotion**

The promotion of a member of staff may be deferred by the Management as a disciplinary measure.

**f. Interdiction**

- i. A member of staff who has been charged with a criminal offence in a court of law or tribunal on a matter (other than a minor traffic or sanitation offence) whether or not connected with the University, shall be interdicted by the Vice-Chancellor who shall report to Council thereafter.
- ii. The Registrar shall give a formal notice of interdiction to the member of staff concerned, stating the date from which the interdiction takes effect, the duration and the reasons for it.

- iii. For as long as a member of staff is on interdiction, he/she shall cease to report for duty and shall receive only half of his/her salary. He shall not be entitled to any form of leave
- iv. A member of staff who is on interdiction shall hand over the keys to his/her office and any equipment in his/her charge to his Head of Department/Unit or his/her representative. He shall be forbidden to carry on his/her normal duties to the University.
- v. Where at the end of the proceedings the member of staff is not found guilty of the criminal charges leveled against him, he shall immediately be reinstated and shall receive the balance of his emoluments from the date of his interdiction.
- vi. Where at the end of the proceedings, the member of staff is found guilty of the criminal charges leveled against him, he shall be dismissed with effect from the date of his conviction and shall forfeit the balance of his emoluments.
- vii. An employee who is under interdiction may not, without the permission of the Vice Chancellor in writing on the recommendation of Head of Department leave his station during the period of interdiction. An employee who contravenes this regulation renders himself liable to dismissal. If the employee's whereabouts remain unknown, the dismissal may be made without further formality.

**g. Termination**

- i. The appointment of a staff may be terminated on the recommendation of the Staff Disciplinary Committee for an act of misconduct.
- ii. A staff on probation (unconfirmed staff) may have his appointment terminated when his/her services are no longer required.

**h. Dismissal**

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

**8.5 Right to Appeal**

- i. An employee dissatisfied with disciplinary action taken against him under these regulations has the right of appeal to the Vice-Chancellor and if dissatisfied with the Vice-Chancellor's decision, may appeal to the University Council.
- ii. The appeal must be submitted in writing to the Registrar for transmission to the Vice-Chancellor within two weeks of being notified of the action taken against him.
- iii. The Vice-Chancellor shall convey his decision on the appeal to the employee concerned.
- iv. Where the employee then requests that his appeal be submitted to the Council, he/she shall inform the Registrar within two weeks of notification of the decision of the Vice-Chancellor, who will then submit it together with all the connected reports, papers and other materials to the Council for consideration.
- v. The decision of the Council on such an appeal shall be final.
- vi. This right of appeal does not carry with it a right of personal appearance before the Vice-Chancellor or the Council

**8.6 Court Action:**

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

### **8.7 Staff Disciplinary Committee**

Where the Vice-Chancellor is satisfied that misconduct has been committed, he shall refer the report of an ad-hoc fact-finding panel to a duly constituted Staff Disciplinary Committee. The report of such committee shall be referred to the Governing Council for further consideration.

## **PART IX PASSAGES**

### **9.1 On Appointment, Termination, Resignation or Retirement**

- (i) Any employee recruited from overseas should be entitled to passages or approved economy passage for himself, spouse and four children below the age of 18 years. The employee shall also be entitled to baggage allowance as provided in section 4.2 ii.
- (ii) An employee recruited from within Nigeria shall be entitled to passages as per Section 9.1 (i) above for himself, spouse and 4 children below 18 years.
- (iii) A member of staff who, within two months of appointment or return from vacation or other leave gives notice of resignation or otherwise terminates his/her appointment within three months, shall not be eligible for repatriation for himself/herself and family by the University, unless due cause be shown to the satisfaction of the Vice Chancellor and he/she so approves otherwise. All such approvals so granted by the Vice Chancellor shall be reported to the Governing Council as soon as possible thereafter.

### **9.2 Home Leave**

Expatriate employees of the University, whether on permanent or contract appointment shall be entitled to home leave every three years. An expatriate employee proceeding on approved home leave overseas shall be entitled to passages as in Regulation 9.1 (i) above, including baggage allowance if the leave is terminal upon the resignation or termination of appointment. Otherwise, the employee shall be entitled to return economy class air passage or approved first class sea passages for himself, spouse and up to two children below the age of 18 years.

### **9.3 Passages for Official University Business**

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

### **9.4 Passages for Staff Attending International Conferences/Seminars/Symposia**

The Vice Chancellor may approve for members of staff to attend academic or allied conference, seminars, and symposia with allowances at the rate approved, from time to time.

### **9.5 Passages for an Expatriate Female Staff Married to a Nigerian**

An expatriate female member of staff married to a Nigerian shall have the same contractual rights, obligations and privileges as are applicable to a Nigerian female member of staff. The husband's registered domicile shall, for purposes of passages regulations, be accepted as that of the wife. Consequently, an expatriate female staff who marries a Nigerian shall not be entitled to overseas leave or repatriation passages at the expense of the University.

**PART X**  
**LOANS AND ADVANCES**

**10.1 General**

- (i) All advances after due approval by the Vice Chancellor shall be granted upon agreement between the Bursar and the member of senior staff concerned.
- (ii) It is a general rule that the total deductions from salary for a Senior Staff do not at any time exceed one third of his/her monthly salary.
- (iii) All advances are made subject to availability of funds and on such terms and conditions as the University may determine.

**10.2 Salary Advances**

- (i) A salary advance not exceeding one month's salary may be granted for a member of Senior Staff on first appointment, after approval by the Vice Chancellor provided he/she is on permanent appointment.
- (ii) The advance shall be refundable in three equal monthly installments deductible from salary, with first installment of such deduction being made in the month following that in which the advance was paid.
- (iii) An advance of one month's salary may be made at any other time on the recommendation of the Head of Department and subject to the approval of the Vice Chancellor.
- (iv) Special advance in excess of one month's salary may be granted on the approval of the Vice Chancellor provided the applicant is on permanent appointment and has no salary advance outstanding against him/her.

**10.4 Loans**

- (i) The following loans may be available to a member of Senior Staff:
  - a. Motor vehicle loan
  - b. Motor vehicle refurbishing loan
  - c. Housing loan
  - d. Furniture loan
  - e. ICT loan
  - f. Any other loan as might be applicable from time to time
- (ii) The terms and conditions for granting of these loans are as approved by Council from time to time.

## **PART XI**

### **MEDICAL AND DENTAL ATTENTION**

#### **11.1 In Nigeria**

- (i) Medical and Dental attention shall be provided for a member of Senior Staff, spouse and dependent children in accordance with National Health Insurance Scheme (NHIS).
- (ii) Medical and dental attention may be provided for other relatives living with a member of Senior staff and for the domestic servants on payment of charges as may be fixed from time to time by the NHIS.
- (iii) In the event of the case not covered by the NHIS, the Vice Chancellor, may upon recommendation of the Medical Director grant medical assistance to a member of senior staff.

#### **11.2 Outside Nigeria**

- (i) Payment of passages for medical treatment abroad requires the recommendation of the Medical Board and the approval of the Vice Chancellor, who will report the matter to Governing Council.
- (ii) The University accepts no liability for medical expenses incurred outside Nigeria, except that, medical expenses incurred by Senior staff on University duty or study leave overseas or attending an approved conference, who are unsuccessful in obtaining medical treatment under the country's local Health Service or through personal medical insurance, shall be reimbursed if in the opinion of the Governing Council the treatment was necessary and the charges reasonable.

A member of Senior staff who falls ill while temporarily absent from the University, whether elsewhere in Nigeria or abroad, on leave or on University duty, shall be reimbursed medical expenses, on the recommendation of the Director of Health Services, provided that the Vice Chancellor is satisfied that the treatment was necessary and the charges reasonable.

Medical expenses in Section 11.2 (ii) and 11.3 above shall mean, consultation and surgical fees, cost of drugs and medical treatment and half the cost of hospital accommodation. Costs of dentures and spectacles are also included.

Above provisions notwithstanding, payment of medical expenses incurred outside the Nigerian Health Insurance Scheme (NHIS) is subject to availability of funds.

#### **11.3 Insurance**

All University staff going abroad on official trips including study fellowship shall be obliged to take Health Insurance Policy where such policy exists, and the University shall reimburse such staff the cost of premium paid.

## **PART XII ACCOMMODATION**

### **12.1 Housing Accommodation**

- (i) Residential accommodation is provided for a member of Senior Staff subject to availability.
- (ii) Accommodation shall be allocated and held according to such regulations as shall be made from time to time by the Housing Allocation Committee subject to the approval of the Vice Chancellor.
- (iii) In cases where both husband and wife would normally be entitled to university housing, only one of them shall enjoy the facility.

### **12.2 Rent**

- (i) Members of Senior Staff occupying University quarters shall be required to pay rent or any other arrangement that may be approved from time to time by the Governing Council.

### **12.3 Tenancy Agreement**

An agreement governing the occupation of university quarters shall be signed by staff allocated University quarters .

### **12.4 Vacation of Official Quarters**

Senior Staff who give notice to terminate his appointment, or dismissal, retirement and death should be requested by the University to vacate their quarters at the expiration of the notice or as soon as possible after that date but not exceeding three months.

**PART XIII**  
**CODE OF CONDUCT**

- 13.1 The following personnel should not embark on industrial action:-
- i) Internal Council Members
  - ii) Principal Officers
  - iii) Senate Members
  - iv) Deans and Directors
  - v) Heads of Departments, Coordinators and Unit Heads
  - vi) Security Personnel
  - vii) Staff on essential duties as may be designated from time to time.
- 13.2 All office holders shall take both Oath of Office and Oath of Allegiance.
- 13.3 All Senior staff shall complete code of conduct form as provided by law.
- 13.4 Senior staff in sensitive offices shall take Oath of Secrecy.
- 13.5 All Deans, Directors, Head of Departments and Units shall know that they are part and parcel of the University Management and should behave and act accordingly.