



FEDERAL SCHOOL OF SURVEYING, OYO

**REVISED TERMS AND CONDITIONS OF
SERVICE**

2013

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THE OBJECTIVES OF THE SCHOOL

MISSION STATEMENT

The Federal School of Surveying, Oyo is a Tertiary Institution set up primarily to Produce, Professionals, Technologists and Technicians in the field of Land Surveying and Geoinformatics and other related programmes for the national economy. The School being a pioneer in Surveying education and Centre of excellence, its aim is to strive at producing graduate who shall be.

- (a)
 - i. sound and proficient in the practice of the profession;
 - ii. technically confident such that they can solve any problem confronting them in practice;
 - iii. of high integrity and maintain high ethical standards
- (b)
 - i. to encourage its staff to contribute to learned journals publications and also create an atmosphere conducive to publication of textbooks and reading materials, scientific enquiry and inventions for the greater glory of the School in particular and that of the nation in general.

OBJECTIVES

In addition to the core academic and training objectives as stated above, the School has other objectives such as social, economic, political and technological as stated below.

Social

The social objectives of the School are:

- (i) to uphold the best social values and norms of our society;
- (ii) to promote the concept of social responsibility within its immediate and external environment;
- (iii) to promote the physical, mental and social well-being of its graduates;
- (iv) to foster the spirit of self-discipline and self-sacrifice;
- (v) to encourage the preservation and development of human values and respect for fellow human beings

Economic

The economic objectives shall be to:

- (i) foster the spirit of hard work and consequently high productivity with a view to increasing the nation's wealth and improving the quality of life of Nigerians
- (ii) strive to turn out competent professionals, technologists and technicians who shall practice and maintain the standard of their profession;
- (iii) engage in consultancy services and other economic ventures which might improve the technological and financial standing of the Institution.

Political

The political objectives shall be to:

- (i) identify and promote civic responsibility among Nigerians;
- (ii) inculcate in its students/graduates the spirit of tolerance of the divergent shades of opinion.

Technological Objectives

With the abundant natural and human resources with which Nigeria is endowed, there is crying need for the exploration of these resources to the nation's advantage by the acquisition and development of technology.

As these objectives should be seen as a pivot on which the existence of the School hinges, the Institution should endeavour.

- (i) to keep abreast of all technological development in this regard, the School should be able to convince government of the need to fund applied research adequately;
- (ii) to promote and encourage the study of technology-based disciplines;
- (iii) to emphasize self-reliance by striving to improve indigenous technology;
- (iv) to encourage in its graduate a scientific and rational approach to life in general by exposing them to the ideals of objective and balanced thinking.

EDUCATIONAL OBJECTIVES

Since it is the desire of government in setting up the Monotechnic to have the twin goals of academic excellence as well as meeting the manpower requirements of the national economy, the educational objectives will be seen largely in the institution's attempt to produce competent higher and lower technicians:

- (i) to strive for excellence in education through acceptable curriculum that are designed to produce well-groomed graduates;
- (ii) to endeavour to expose students to such educational standards and programmes that are designed to improve their competitive advantage;
- (iii) to acquire sufficient facilities, both physical and human terms and rationalize their use with a view to giving the best instructional training to its graduates;
- (iv) to encourage meaningful interaction between staff and students both in house and externally;
- (v) to encourage its staff to contribute to learned journals/publications and also create an atmosphere conducive to publication of text-books, reading materials, scientific enquiry and inventions for the greater glory of the Monotechnic in particular and that of the nation in general.

CODE OF CONDUCT FOR PUBLIC OFFICERS

In accordance with Section 158 and the Fifth Schedule, Part I of the 1999 Constitution, and in conformity with the present Administration's efforts to wipe out all traces of indiscipline in the Nigerian polity, this manual attempt to reproduce the Code of Conduct as enshrined in our Constitution for compliance by all staff of the Federal School of Surveying, Oyo.

A Public Officer shall not put himself in a position where his personal interest conflicts with his duties and responsibilities.

Without prejudice to the generality of the foregoing paragraph, a public officer

Shall not:

- (a) *receive or be paid the emoluments of any public office at the same time as he receives or is paid the emoluments of any other public officer, or*
- (b) *engage or participate in the management or running of any private business, profession or trade. Nothing in this sub-paragraph shall apply to any public officer who is not employed on full-time basis.*

The President, the State Governors, Ministers of the Government of the Federation and Commissioners of the Governments of the States, members of the Armed Forces and other Service Chiefs and such other public officers or persons as the Federal Government may by law prescribe, shall not maintain or operate a bank Account in any country outside Nigeria.

A public officer shall not, after his retirement from public service and while receiving pension from public funds, accept more than one remunerative position as chairman, director or employee of a company owned or controlled by the government or public authority or receive any other emolument of such one remunerative position.

Retired public officers who have held offices to which this paragraph applies are prohibited from service employment in foreign companies or foreign enterprises.

The paragraph applies to the office of the President, Vice-President, Chief Justice of Nigeria, Governor and Deputy Governor of State, A public officer shall not ask for or accept any property or benefits of any kind for himself or any other persons on account of anything done or omitted to be done by him in the discharge of his duties.

For the purposes of sub-paragraph (1) of this paragraph, the receipt by a public officer of any gifts or benefits from commercial firms, business enterprises or persons who have contracts with the government shall be presumed to have been received in contravention of the said sub-paragraph unless the contrary is proved.

A public officer shall only accept personal gifts or benefits from relatives or personal friends to such extent and on such occasion are recognized by custom.

Provided that any gifts or donations to a public officer on any public or ceremonial occasion shall be treated as gift to the appropriate institution represented by the public officer, and accordingly, the mere acceptance or receipt of any such gift shall not be treated as a contravention of this provision.

The President, the Chief of Staff and State Governors, Ministers of Government of the Federation or Commissioners of the Government of a State or any other public officer who holds office of permanent Secretary or head of any public corporation, University, or other parastatal organization shall not accept:

- (a) a loan, except from government or its agencies, a bank, building society or other financial institution recognized by law; and*
- (b) any benefit of whatever nature from any company, contractor, or businessman, or the nominee or agent of such body.*

Provided that the head of a public corporation or of a university or other parastatal, organization may, subject to the rules and regulations of the body, accept a loan from such body.

No person shall offer a public officer any property, gift or benefit of any kind as an inducement or bribe for granting of any favour or the discharge in his favour of the public officer's duties.

A public officer shall not do or direct to be done in abuse of his office any arbitrary act prejudicial to the rights of any other person knowing that such act is unlawful or contrary to any government policy

A public officer shall not be a member of, belong to, or take part in any society, the membership of which is incompatible with the functions and dignity of his office.

Every public officer shall within 3 months after the coming into force of this code of Conduct or immediately after taking office and thereafter:

(a) at the end of every four years and

(b) at the end of his term of office;

submit to the Code of Conduct Bureau a written declaration of all his properties, assets and liabilities and those of his spouse, or unmarried children under the age of 21 years.

Any statement in such declaration that is found to be false by any authority or person authorized in that behalf to verify it shall be deemed to be a breach of this to Code.

Any property or assets acquired by a public officer after any declaration required by subparagraph (1) - (a) of this paragraph and which is not fairly attributable to income, gift, or loan approved by this Code shall be deemed to have been acquired in breach of this Code unless the contrary is proved.

Any allegation that a public officer has committed a breach of or has not complied with the provisions of this Code shall be made to the Code of Conduct Bureau.

A public officer who does any act prohibited by this Code through a nominee, trustee, or other agent shall be deemed ipso facto to have committed a breach of this Code.

In this application to public officer:

(a) members of Legislative Houses shall be exempted from the provision of paragraph 4 of this Code; and

(b) the National Assembly may by law exempt any cadre of public officers from the provisions of paragraphs 4 and 11 of this-Code if it appears to it that their positions in the public service is below the rank which it considers appropriate for the application of these provisions.

CHAPTER 1

INTRODUCTION

1.1 AUTHORITY

These regulations govern the Service of both Junior and Senior Staff of the Federal School of Surveying, Oyo and shall be cited as the “Terms and Conditions of Service”, The Regulations shall become operational with effect from.....

1.2 APPLICATION

The Terms and Conditions of Service shall apply to all Junior and Senior members of the established staff of the school. They shall not apply to those engaged specifically for Conferences, Seminars or other short-term service, casual and part-time workers and such appointees as visiting Lecturers, Advisers and Experts seconded to the School under Assistance Scheme.

1.3 INTERPRETATION

The Registrar of the School is empowered to interpret the provisions of the Terms and Conditions of Service provided that any member of staff who feels aggrieved by the interpretations shall have the right of appeal to the School Management Committee and if still not satisfied, to the Governing Council.

1.4 AMENDMENTS

The provisions of these Terms and Conditions of Service or any part thereof, may be amended or modified only by the Governing Council

1.5 IMPLEMENTATION

The Registrar of the School is responsible for ensuring the correct application to and observance by all members of staff of these provisions and shall incorporate any approved amendments or modifications into the provisions.

1.6 DELEGATION OF AUTHORITY

The Rector may delegate his authority under these regulations either generally or in particular to a properly designated member(s) of staff as the occasion demands

CHAPTER 2

DEFINITIONS

In these Terms and Conditions of Service, the following words and concepts shall be construed as indicated below:

- 2.1 “SCHOOL”**
Means the Federal School of Surveying, Oyo established by section 1.1 of Act No. 19 of 25th June, 1990.
- 2.2 “COUNCIL”**
Means the Governing Council of the School established by section 2.1 of Act No. 19 of 25th June, 1990
- 2.3 “BOARD”**
Means the Academic Board of the School established by section 14.4 of Act No. 19 of 25th June, 1990
- 2.4 “ESTABLISHED STAFF”**
Means
- (i) any person employed on permanent and pensionable terms;
 - (ii) any person employed in an established post on non-pensionable terms;
 - (iii) any person holding post provided for in the School estimates.
- 2.5 “PRINCIPAL OFFICERS”**
The principal officers mean the Rector, the Deputy Rector, the Registrar, the Librarian and the Bursar.
- 2.6 “MANAGEMENT COMMITTEE”**
The Management Committee shall comprise the Principal Officers listed in 2.5 above.
- 2.7 “SENIOR STAFF”**
Means all staff of the School in the CONTEDISS/COMPOCASS Salary Structure levels of 06 and above/01 and above respectively.
- 2.8 “JUNIOR STAFF”**
Means all staff of the School in the CONTEDISS Salary Structure levels of 01-05.
- 2.9 “ACADEMIC STAFF”**
Means all persons holding appointments as members of the teaching and/or research staff, including those of the Librarian cadre of the School.
- 2.10 “NON-TEACHINGS STAFF”**
Means all persons holding Administrative, Professional and Technical positions.
- 2.11 “TEMPORARY APPOINTMENT”**
Means an employee of the school who is on a non-permanent appointment other than contract appointment with a view to regularizing the appointment.

- 2.12 “EXPATRIATE STAFF”**
Means a member of staff other than a Nigerian.
- 2.13 “MARRIED FEMALE STAFF”**
Means a female staff who is married under the marriage Act or under Christian or Muslim Marriage Law or under Customary Law.
- 2.14 “CHILD OF AN OFFICER”**
Means a child under the age of 18 years who is:
(a) the officer's biological child or;
(b) the officer's step child being the biological child of a spouse of the officer or;
(c) a child adopted by the officer in accordance with the appropriate law and is entirely dependent on the officer.
- 2.15 “LEAVE”**
Unless otherwise stated, in this context, "Leave" means leave with full salary.
- 2.16 “DEFERRED LEAVE”**
Means any vacation leave deferred on the written authority of the school.
- 2.17 “CASUAL LEAVE”**
Means leave granted for exigencies other than ill-health.
- 2.18 “EXAMINATION LEAVE”**
Means leave granted to staff for the purpose of writing examinations for a specified period.
- 2.19 “SABBATICAL LEAVE”**
Means leave granted for one calendar year to an officer on CONTEDISS 11/COMPCASS 04 and above, who has completed a minimum of 6 years of continuous service to the school.
- 2.20 “MATERNITY LEAVE”**
A female staff who is pregnant is entitled to 16 weeks maternity leave at a stretch with full pay.
- 2.21 “SICK LEAVE”**
Means leave granted to staff during a period of ill-health.
- 2.22 “CONTRACT APPOINTMENT”**
Means temporary appointment which does not provide for the payment of pension.
- 2.23 “SESSION/ACADEMIC YEAR”**
Means the period of twelve (12) Calendar months which begins in October and ends in September of the following year or as determined by the Academic Board from time to time.
- 2.24 “ACADEMIC SEMESTER”**
Means one of the two (2) periods into which an academic session is divided.
- 2.25 “FINANCIAL YEAR”**
Means the period of twelve months which begins on 1st January and ends on 31st December of the same year.
- 2.26 “RECTOR”**
Means the Chief Executive and the Accounting Officer of the School.

- 2.27 “DEPUTY RECTOR”**
Means the Deputy Chief Executive of the School.
- 2.28 “REGISTRAR”**
Means the Administrative Head and Secretary to the Governing Council of the School.
- 2.29 “SCHOOL LIBRARIAN”**
Means the Head of the School Library.
- 2.30 “SCHOOL BURSAR”**
Means the Head of Finance of the School.
- 2.31 “DIRECTOR OF WORKS AND SERVICES”**
Means the Head of Works and Services Department of the School.
- 2.32 “DEPARTMENT”**
Means a Unit in an Academic or Non-teaching Division recognized for that purpose by the Governing Council.
- 2.33 “HEAD OF DEPARTMENT”**
Means the Academic or Administrative Head of a Department.
- 2.34 “INEFFICIENCY”**
Means series of acts of omission or commission, incompetence or misbehaviour etc. which in themselves are not sufficiently serious to merit proceedings for misconduct but the cumulative effect of which is to show that an officer is not capable of discharging efficiently the duties of the office which he holds.
- 2.35 “MISCONDUCT”**
Misconduct is defined as a specific act of wrong-doing or an improper behaviour which is inimical to the image of the service and which can be investigated and proved. It can also lead to termination and retirement. It includes:
- (a) Scandalous conduct such as:
 - (i) immoral behaviour;
 - (ii) unruly behaviour;
 - (iii) drunkenness;
 - (iv) foul language;
 - (v) assault;
 - (vi) battery;
 - (b) Refusal to proceed on transfer or to accept posting;
 - (c) Habitual lateness to work;
 - (d) Deliberate delay in treating official document;
 - (e) Failure to keep records;
 - (f) Unauthorized removal of public records;
 - (g) Dishonesty;
 - (h) Negligence;
 - (i) Membership of cults;
 - (j) Sleeping on duty;
 - (k) Improper dressing while on duty;

- (l) Hawking merchandise within office premises;
- (m) Refusal to take/carry out lawful instruction from Superior officers;
- (n) Malingering;
- (o) Insubordination;
- (p) Discourteous behaviour to the public.

2.36 “GROSS MISCONDUCT”

Is defined as a specific act of serious wrong-doing susceptible of investigation and proof. It includes: willful act or omission or general misconduct to the scandal of the Institution or the prejudice of discipline and proper administration of the Institution. Examples are: corruption, dishonesty, falsification or suppression of information, destruction of records, conviction for criminal offence (other than traffic or sanitary offence or the like), financial embarrassment, absence without leave, engaging in political activities, examination malpractice, student victimization, disclosure of official information.

2.37 “PROBATIONARY PERIOD”

Means a period of two years after which the officer may be considered for confirmation of appointment

2.38 “SECONDMENT”

Means the temporary release of an officer to the service of another Institution any other public service.

2.39 “WITHDRAWAL OF SERVICE”

Means the cessation of an officer’s service at his own option after putting in a minimum of 5 years.

2.40 “TRANSFER OF SERVICE”

Means the permanent release or transfer of an officer within Public Service, subject to the approval of Council.

2.41 “INTRA-SERVICE TRANSFER”

Means the release of an officer from one Department and or cadre to another within the school.

2.42 “RESIGNATION OF APPOINTMENT”

Means the cessation of an officer’s service at his own option after putting less than 5-year service.

2.43 “TERMINATION OF APPOINTMENT”

Means the cessation of an officer's service by the school.

2.44 “DISMISSAL OF AN OFFICER”

Means the removal of an officer from the service of the school as a result of an act of gross misconduct.

2.45 “INTERDICTION”

When a serious case that may lead to dismissal has been instituted against an officer, the School Management, with the approval of the Governing Council may interdict him on not more than half pay pending the determination of the case.

2.46 “SUSPENSION”

Means temporary removal of an officer from duty resulting from misconduct, such removal from office shall be without pay.

2.47 “RETIREMENT”

Means cessation of an officer's service after a minimum period of 5 years of continuous service, either voluntarily or compulsorily, with full benefits.

2.48 “AGE OF RETIREMENT”

The compulsory age of retirement shall be 65 years.

CHAPTER 3

ORGANISATION OF THE SCHOOL

3.1 The School shall be headed by the Rector. The Rector shall be assisted by the Management Committee.

3.2 DEPARTMENT

The school shall have the following Academic and Non-Teaching Departments:

ACADEMIC DEPARTMENT

- (i) Surveying
- (ii) Geoinformatics
- (iii) General Studies and
- (iv) Library

NON-TEACHING DEPARTMENT

- (i) Registry
- (ii) Bursary
- (iii) Works and Services
- (iv) Medical

3.3 The School shall consist of a number of Academic and Non-teaching Departments as dictated by the prevailing circumstances and as may be approved by Council.

CHAPTER 4

PROCEDURE FOR APPOINTMENTS

4.1 ELIGIBILITY FOR APPOINTMENT

To be eligible for appointment, a candidate must:

- (a) Satisfy the requirements prescribed from time to time by the School for such appointment.
- (b) must not be less than fifteen (15) years and not more than fifty (50 Years of age).

4.2 ADVERTISEMENT OF POSTS

- (a) Established posts to be filled otherwise than by promotion shall normally be advertised.
- (b) Once a post has been advertised, the requirements laid down in the advertisement shall be observed while short-listing and subsequent appointments.
- (c) All vacant posts for senior staff shall normally be advertised both internally and externally. (d) All applications shall be addressed to the Registrar or as advertised.

4.3 The Registrar shall forward a copy of each application received to the appropriate Head of Department after the closing date of the advertisement.

4.4 SHORT-LISTING

4.4.1 The short-listing of applicants for both Academic and Non-teaching posts shall be done by the Head of Department after due consultation with the Registrar.

4.4.2 A list of the short-listed applicants with their Curriculum Vitae and Criteria for short-listing shall be submitted to the Management Committee for approval. The applications of other candidates who were not short listed should also be made available to the Management Committee which shall now direct the Registrar to invite the short-listed Candidates for interview.

4.4.3 Candidates short-listed shall be communicated in writing by the Registrar at least two weeks before the interviews.

4.5 ASSESSMENT

A minimum of two positive assessments of any candidates for the post of Principal Lecturer/Chief Lecturer shall be obtained in writing from external assessors before the interview and shall be made available to interview panel.

4.6 APPOINTMENTS

The Appointments, Promotions and Disciplinary Committee (A.P.&D.C.) of Council shall after interview, make recommendations to the Council with the Curriculum Vitae of the appointees for ratification. Individual interview reports submitted to the A.P. & D.C. must be endorsed by all the selection panelists.

4.7 The Rector may make a temporary appointment for not more than six months of a candidate recommended by the relevant Head of Department after a suitable interview for a post not above CONTEDISS 07/COMPCASS 01. Such appointment shall within the period of six (6) months be brought before A.P. & D.C. of Council for regularization.

4.8 CONDITIONS GOVERNING APPOINTMENTS GENERAL

4.8.1 No appointment shall be binding until it has been accepted in writing by the appointee within a period of not more than one month

- 4.8.2** All appointments shall be subject to a successful medical examination arranged by or on behalf of the school and certificate of fitness issued by a Government Medical Officer.
- 4.8.3** An appointment shall be effective from the date an appointee assumes duty.
- 4.8.4** All new appointments must be supported by birth certificate or statutory declaration of age. Under no circumstances will the date of birth recorded on appointment be altered later.
- 4.8.5** A record of service sheet must be maintained for every officer serving in the school.
- 4.8.6** An officer who marries while in the service of the school shall notify the Registrar, indicating the form of marriage with relevant evidence.
- 4.8.7** The Registrar shall be responsible for keeping up-to-date records of service of all officers.
- 4.8.8** Copies of all letters of appointment shall be forwarded to the Bursar, the Internal Auditor and the Head of Department by the Registrar
- 4.9** **APPOINTMENTS ON PROBATION**
- 4.9.1** All new entrants on pensionable appointment into the school shall be on probation for at least two (2) years from the date of appointment.
- 4.9.2** Officers on probation will be required to serve for two years before being confirmed in the service. This period may however be reduced to not less than six months by deduction of any previous period of Public Service rendered satisfactorily in posts of cognate status involving similar duties. The period of probation shall not exceed two years unless an extension is approved by Governing Council.
- 4.9.3** If at the time during the period of probation the Council is satisfied that a member of staff is not suitable for service in the school, the appointment shall be terminated with three months' notice or three months' salary in lieu of notice in the case of Senior Staff, one month's notice or one month's salary in lieu of notice in the case of Junior Staff,
- 4.10** **CRITERIA FOR CONFIRMATION OF APPOINTMENT**
- 4.10.1** When an officer holds an appointment on probation, the officer's Head of Department, (3) three months before the expiration of the period of probation, should consider whether the officer should be confirmed or not and make appropriate recommendations to the Appointments and Promotions Committee.
- 4.10.2** Confirmation of appointment of staff who has any adverse report within the probation period may be deferred by Council on the recommendation of the Appointments, Promotions and Disciplinary Committee
- 4.10.3** However, an officer confirmed in the school or in any agency in the Public Service before joining the service of the school shall remain perpetually confirmed.
- 4.11** **CONTRACT APPOINTMENTS**
- (a) For expatriate contract staff, the contract period shall be for an initial period of 2 years, renewable thereafter.
 - (b) Contract gratuity shall be payable once at the end of a prescribed term of service.
 - (c) A Nigerian above the age of 45 years who has withdrawn or retired from a previous service may be considered for contract appointment for posts of CONTEDISS 06 and above. The

duration of contract shall be 2 years in the first instance and such staff shall be eligible for contract addition and gratuity until the attains the age of 65.

- (d) A Nigerian possessing a qualification with scarcity value who opts to be employed on contract may be so employed irrespective of age.
- (e) A Nigerian who is not in receipt of pension and who is between the ages of 45 and 60 years may be considered for contract appointment for the post of CONTEDEISS 06/ COMPCASS 01 and above for an initial period of 2 years and thereafter, 1 year contract, subject to renewal and such officers shall not be eligible for contract addition, gratuity or pension staff who has retired at 65 may be employed under a personal work contract for 1 year in the first instance and an annual renewal, subject to satisfactory annual medical reports up to a maximum period of five years.
- (f) A contract staff who desires to renew his contract shall, three months before the expiration of his contract, notify the Registrar through the Head of Department of his wish in writing. On the absence of such notification, it will be assumed he does not desire re-engagement. On receipt of such notification, his Head of Department shall forward his Recommendation to the A.P. & D.C. through the Registrar and whatever decision taken shall be communicated to the staff at least one month before the expiration of the contract. Certain categories of expatriates on posts above CONTEDEISS 06/COMPCASS 01 may be considered for appointment on month-to-month basis.

4.12 ACTING APPOINTMENT

4.12.1 When it is necessary that a particular post (post/status not lower than a salary CONTEDEISS 06/COMPCASS 01) should continue to be filled at a time when no staff of corresponding substantive rank is available to fill the post thereto, some other staff may, with the approval of the AP & DC, be formally appointed to act in the duty post and assume whether fully or in part the duties and responsibilities thereof.

4.12.2 The mere fact that the substantive holder of a duty post will be absent there-from for a short period (e.g., casual leave or on sick leave) does not in itself justify an acting appointment, there may however be circumstances which may necessitate the making of an acting appointment for a relatively brief period. The decision whether the acting appointment is necessary or desirable in any particular case will rests with the Council. Acting appointments are not, intended as a means of testing the suitability of staff for promotion; they will normally be made only in order to fill posts that are temporarily vacant and the duration should be limited according.

4.12.3 Recommendation for acting appointments must be forwarded to the Council with the following details:

4.12.4 EITHER

(a) A statement indicating that acting staff will assume full duties and responsibilities of the post in question

4.12.5 (b) A statement to the contrary effect; with a recommendation as the reduced rate of acting allowance that should be paid

4.12.6 The date on which an acting appointment commences shall be indicated in the letter authorizing the appointment which will normally be the date Acting officer takes over the duties and responsibilities of the post.

4.12.7 The date on which an acting appointment ceases will be indicated in the letter reverting the staff's appointment. An acting staff will not be regarded as relinquishing the duties and responsibilities of his acting appointment by proceeding on casual or special leave within the country, provided he spends such leave in Nigeria (or a sea-voyage between Nigerian posts) and provided it is not necessary during any such leave to appoint another staff to act in the duty post in question.

4.13 APPOINTMENT OF RECTOR

4.13.1 APPOINTMENT

The Council shall make proposal to the Minister of Works either on the Appointment or removal of a Rector.

4.13.2 TENURE

The Rector shall normally be appointed for a period of four (4) years in the first instance and is eligible for re-appointment for a period of another (4) four years only. The Renewal is at the prerogative of Council and does not need to be advertised.

4.13.3 END OF TENURE/ON CEASING TO BE RECTOR

On ceasing to be Rector, the incumbent should revert to his substantive Academic post and salary.

4.13.4 RESIGNATION

A Rector may resign his appointment through the Chairman of Council to the Honorable Minister of Works. The Rector must give Six (6) months' notice of his resignation expiring at the end of a session.

4.13.5 DUTY

The Rector shall be the Chief Academic and Administrative Officer of the School and will be responsible for the day-to-day administration of the school; exercising general authority over the employees, and the discipline of the Students.

4.14 APPOINTMENT OF DEPUTY RECTOR

4.14.1 (i) *The Deputy Rector shall be confirmed by the Council on the recommendation of the Committee appointed by Council under paragraph 3 of the schedule of Act 19 of 1990, among three (3) Chief Lecturers nominated by the Rector.*

(ii) *Nominations will be made from among the most Senior Academic Staff in the School, i.e., Chief Lecturer.*

4.14.2 TENURE

The Deputy Rector will normally be appointed for a period of two (2) years in the first instance and is eligible for re-appointment for a period of another two (2) years only.

4.14.3 DUTY

The Deputy Rector shall:

- (a) assist the Rector in the performance of his functions;
- (b) act in the place of the Rector when the post of Rector is vacant or if the Rector is for any reason absent or unable to perform his functions as Rector; and
- (c) perform such other functions as the Rector or the Council may from, time to time, assign to him.

4.15 APPOINTMENT OF REGISTRAR, BURSAR AND SCHOOL LIBRARIAN

4.15.1 APPOINTMENT

The Registrar, Bursar and the School Librarian shall be appointed by the Council on the recommendation of the Appointments, Promotions and Disciplinary Committee of Council.

4.15.2 TENURE

The Registrar, Bursar and the School Librarian may be appointed for a period of five (5) years in the first instance and each is eligible for re-appointment for a period of another five (5) years only.

4.15.3 DUTY

(a) Registrar

- (i) The Registrar as the Chief Administrative Officer is responsible to the Rector for the day-to-day administration of the school.
- (ii) The Registrar shall be Secretary to the Council, Academic Board and any other Committee of the Council.
- (iii) The Registrar shall keep the records and conduct the correspondence of the Council and perform such other duties and subject thereto as the Rector may from time to time direct.

(b) Bursar

The Bursar shall be the Chief Financial Officer of the School, be responsible to the Rector for the day-to-day administration/financial control and the provision of accounting services.

(c) School Librarian

The School Librarian shall be responsible to the Rector for the administration of the School Library and the co-ordination of Library services in the school.

4.15.4 RESIGNATION

The Registrar, Bursar or School Librarian may resign his appointment through the Rector to the Council. The Registrar, Bursar or School Librarian must give six months' notice of his resignation.

4.16 APPOINTMENT OF HEADS OF DEPARTMENTS/CO-ORDINATOR

- (i) *The Head of Academic Departments shall be appointed by the Rector on the recommendations of the Deputy Rector of the School and approved by Management.*
- (ii) *Such a candidate should be in the post of a Chief Lecturer in the School.*
- (iii) *Appointment as HOD shall not be automatic. The member of staff to be appointed must demonstrate administrative ability before being appointed, in addition to being eligible under the general criteria.*

4.17 COORDINATORS

- (i) *Where no Chief Lecturer is available in a department, any other Lecturer not below Lecturer I may be appointed by the Management on the recommendation of the Deputy Rector to act as HOD for a period two (2) years.*
- (ii) *If there is no Lecturer of the status of Lecturer I, the Management shall appoint a Coordinator.*
- (iii) *The appointment of an acting HOD/a Coordinator shall be for a period of two (2) years and one (1) year respectively.*

4.18 RESPONSIBILITIES OF HEADS OF DEPARTMENT

- (i) The Head of Department shall be responsible, through the Deputy Rector, to the Rector for the smooth running of his department.*
- (ii) He makes arrangements for the teaching and examination of all courses and research program in his department.*
- (iii) He represents his department at the interview, assessment or appointment of staff.*

4.19 SUSPENSION AND REMOVAL

If it seems that a Head of Department is incapable of discharging the duties of his offices by reason of incompetence, misconduct, poor leadership or any other unbefitting behaviour, the Deputy Rector may recommend suspension or removal of such an officer from his duty, by notice in writing, to the Rector, who may effect the suspension after consultation with the School Management.

4.20 APPOINTMENT OF DEAN OF STUDENTS

The following rules shall apply in the appointment of a Dean of students

- (i) The Rector, shall after consultation with the teaching staff, appoint a Dean of students.*
- (ii) Normally, a Dean of students shall hold the post of Chief Lecturer in the School.*
- (iii) Where there is no suitable Chief Lecturer, the Rector shall, after consulting with the teaching staff, appoint someone to act as Dean for such period as may be specified in the instrument of appointment.*
- (iv) The term of office of a Dean shall be two (2) Academic years in the first instance and is renewable for a further period of two (2) years.*

4.21 RESPONSIBILITIES OF THE DEAN

- (i) The Dean shall be responsible to the Rector and Registrar on all matters relating to the welfare, well-being and discipline of Students.*
- (ii) He coordinates the activities of the Hall Wardens and the Students Affairs Officer.*
- (iii) He is responsible for the welfare of students in the Halls of residence.*

CHAPTER 5

DUTIES, SALARIES, INCREMENTS AND STOPPAGE OF SALARY

5.1 DUTIES

- 5.1.1** The duties of a member of the School Staff shall include the usual duties of the office to which he is appointed with particular reference to the approved scheme of service and any other duties which his Head of Department may call upon him to perform.
- 5.1.2** If the nature of the duties of a member of staff requires him to be registered under any law force in Nigeria, it shall be his responsibility to obtain the registration and to pay the necessary fees. Otherwise, his promotion may be delayed.
- 5.1.3** Academic professionals shall be permitted to obtain experience in the practice of their professions as this is likely to further their professional development and enhance their classroom performance.

5.2 SALARIES

- 5.2.1** Salaries and wages would be as applicable in the Public Service for Tertiary Institutions.
- 5.2.2** On first appointment, salaries shall be payable from the date on which the officer assumes duty.
- 5.2.3** Any deduction from salary for whatever reason shall be with the express approval of the Rector and such a deduction shall be communicated in writing to the officer concerned before the deduction is made.
- 5.2.4** *If the staff is promoted to a salary scale that does not overlap his old salary scale, he will be placed at the beginning point of his new scale.*
If his salary in the former post is higher than the entry point of his new scale of salary, he will be placed at the next point higher than his former salary.
- 5.2.5** Any officer who absents himself from duty shall not be paid for the period he absents himself without permission.

5.2.6 INCREMENT

- (a) *A staff on an incremental scale is not entitled to an Increment by right but this increment shall normally be granted unless disciplinary action is being taken, against the staff in accordance with the provisions of Chapter 16.*
- (b) *The incremental date of a staff or employee appointed or promoted to a post in the school shall be 1st October. Increment may be granted to a staff who served the school for at least six months.*
- (c) *Suspending of increment: An increment shall be suspended if a staff who is expected to fulfill any of the following conditions fails to do so:*
- (i) *Securing confirmation of appointment;*
 - (ii) *Passing of a prescribed examination or test;*
 - (iii) *Obtaining an Efficiency Bar Certificate will, if the conditions are not fulfilled within a specific time, cease to be eligible to receive any increment until the date on which he does fulfill the conditions in questions.*

(iv) Where an employee has not attained requisite standards of efficiency and or conduct, the annual increment deferred or may be withheld by the school.

The approval/deferment/suspension/withholding of annual increment shall be by the recommendation of the Appointments and Promotions Committee.

5.4

STOPPAGE OF SALARY

5.4.1

Payment of salary will cease from the date an officer resigns, withdraws his services, is dismissed, terminated, retired, dies, on expiration of contract or any other offence warranting salary stoppage.

CHAPTER 6

ALLOWANCES AND ADVANCES

6.1 ALLOWANCES

6.1.1 Academic and General Allowances payable to Academic and Non-Teaching Staff shall be paid as applicable in the Public Service for Tertiary Institutions.

6.1.2 DOMESTIC STAFF ALLOWANCE

Every entitled staff shall be paid domestic staff allowance as applicable the public service.

6.1.3 ESTACODE

Every entitled staff shall be paid estacode as applicable in the public service.

6.1.4 ACTING ALLOWANCE

- (a) *For a staff to be eligible for acting allowance such a staff must have been on his substantive level for a period of not less than twelve months.*
- (b) *Where a substantive holder of a post carrying specific responsibility is likely to be absent from duty for a period exceeding 28-days, the Rector may appoint a person to act for him. In such case the staff acting will be paid 100% of the difference between his and the initial step of the salary attached to the post which he is acting.*
- (c) *A member of staff shall be authorized in writing to act before he could draw an acting allowance*
- (d) *Except for statutory position, when a staff has been recommended to act in a grade immediately higher than his own, he will be regarded as adequately performing the full duties of the higher post and shall be entitled to 100% acting allowance.*
- (e) *When a staff has been requested to act in a post two or more grades above his substantive rank, the maximum amount of acting allowance which he may receive shall be calculated as the difference between the salary of his immediate superior to his own.*
- (f) *Acting appointment shall be for a period not exceeding six months in the first instance, and reviewed thereafter every six months.*

6.1.5 SHIFT ALLOWANCE

- (i) *Shift allowance shall be paid to staff on shift duties and others as may be approved from time to time.*
- (ii) *Shift allowance shall be paid according to the prevailing government rate.*
- (iii) *Public holidays and work-free days shall be treated as overtime for shift workers.*

6.1.6 OVERTIME ALLOWANCE

- (1) Overtime allowance shall be paid only for time worked in excess of the normal working day, up to a maximum of 45 hours a month as per Government regulations to entitled officers. No part-payment of an hour is allowed.
- (2) Officers who have worked during work free days or public holidays shall, wherever practicable, be given time off on working days.

CHAPTER 7

PROMOTIONS

7.0 DEFINITION OF PROMOTION

“Promotion” means the advancement of an employee to an office or position of higher rank on the grounds of merit. Such merit is assessed partly, but only partly, on the character and efficient performance of the employee in his current position; more importantly promotion is based on the assessed overall ability and competence for the higher post by reference to the overall requirements of the post. Above all, promotions shall be made to positions where vacancies exist and provided for in the establishment.

7.1 GENERAL

- (a) Officers shall be eligible for promotion after spending a minimum number of years specified for each grade as defined below:

Salary level	Number of years
CONTEDISS 01- 05.....	3 years
CONTEDISS 06- 13/COMPCASS 1-7	3 years
CONTEDISS 14/COMPCASS 08 and above.....	4 years

- (b) In assessing the merits of officers, a clear distinction shall be made between their records of performance or efficiency in the lower grades and their potential for promotion i.e., ability and competence to perform efficiently the duties and responsibilities of the higher post.
- (c) Seniority and previous records of performance shall be taken into account in choosing between candidates with equal potential for promotion.
- (d) An officer who has not been recommended for promotion and who feels aggrieved may make representations to that effect through the appropriate channel to the *Management Committee* and subsequently to the *Council* if not satisfied by the *Management Committee's* decision.
- (e) The list of successful candidates in the promotion exercise shall be ratified by the *Governing Council in case of Senior staff and Management Committee* for Junior staff

7.2 PROCEDURE

- (a) Promotion exercise shall normally take place once a year and then effective date shall be 1st October.
- (b) Recommendations for promotion shall be made on the approved format by the reporting officer through the appropriate channel to the *Committee of Council*.
- (c) For administrative and other staff serving in units other than their own, their Heads of Departments shall obtain the opinions of the Heads of Unit/Departments where they are serving before making recommendations for promotion.
- (d) Where a Head of Academic Department is due for promotion, the Deputy Rector shall make the recommendation to the appropriate Committee of Council.

7.3 BASIS FOR PROMOTION

7.3.1 The following shall be the basis for normal promotion of Academic staff:

- (a) evidence of effective teaching;

- (b) evidence of scholarly research and publications in learned journals in the candidate's field;
- (c) evidence of effective service to the School, the Department and the community;
- (d) evidence of satisfactory comments by Head of Department.

7.3.2 The non-teaching staff, on the other hand, shall be promoted on the basis of efficiency, competence, effectiveness, ability to take additional responsibilities, experience, special aptitude, initiative and personal integrity. There must also be evidence of verifiable community service.

7.3.3 Promotions shall be made strictly on the basis of merit selection from among all suitable candidates.

7.3.4 Emphasis shall be laid on productivity and good conduct and not necessarily on the number or the minimum of years stipulated in the scheme of service.

7.3.5 It is for the Authority of the School to consider the interest of all serving officers when filling promotion vacancies. The only exceptions to the rule are:

- (a) Where posts are advertised and officers apply.
- (b) Where an officer has acquired additional qualification which would make him eligible for consideration for a higher appointment.

7.3.6 ACCELERATED PROMOTION

- (a) A promotion shall be deemed to be an accelerated promotion where it is effected before the employee has spent the minimum number of years on his salary scale from which he is advancing and has exhibited exceptional quality in character and special capability in his/her administrative/academic duties.
- (b) No representation for accelerated promotion shall be entertained from any staff. All recommendations for accelerated promotions must come from the Head of Department.

CHAPTER 8

MODES OF EXIT FROM SERVICE: RESIGNATIONS, TERMINATIONS, DISMISSALS AND REDUNDANCY

8.1 RESIGNATION

A senior permanent member of staff may resign his appointment by giving three months' notice in writing to the Governing Council or by payment of three months' salary in lieu of notice unless his terms of appointment provide otherwise. In the case of an academic staff member, such notice is expected to terminate with the end of academic session. A member of staff on temporary appointment and a junior staff may resign by giving one month's notice in writing, or by payment of a month's salary in lieu of notice.

8.2 TERMINATION OF APPOINTMENT

Where it becomes necessary or desirable for the School to discontinue with the services of staff member permanent appointment, the School shall discontinue with the service of such member of staff giving three months' salary (lump sum with) in lieu notice. With regards to all staff on temporary appointment and a junior staff, termination of service shall be by giving one month's notice in writing or the payment of one month's salary to the staff member concerned in lieu of notice.

8.3 DISMISSAL

A member of staff shall be dismissed by Council from the services of the School without notice, for an act of gross misconduct prejudicial to the interest of the School or on conviction for a criminal charge involving dishonesty, except that normally a member of staff on the salary level CONTEDESS 05 and below may be dismissed by the Management Committee.

8.4 A Member of staff shall not be dismissed until he has been given the opportunity to submit a representation in writing through the Head of Department/Section and the case has been fully investigated, and determined with due opportunity of a fair hearing by the appropriate disciplinary Committee.

8.5 WITHDRAWAL

Withdrawal means the voluntary termination of one's own appointment by staff after putting in a minimum of 5 years of service. Such service shall normally be continuous and unbroken to the extent that breaks caused by temporary and brief suspension shall be disregarded for the purposes of computation of qualifying service.

8.6 RETIREMENT

A Staff may retire voluntarily after having served a minimum of 10 years. The compulsory retirement age shall be 65 years. However, voluntary retirement shall be accepted after the staff has attained the age of 50 years. Retirement benefits shall be paid according to guidelines specified in the Pension Act. (See the latest government circular on the subject at any given time).

CHAPTER 9

STAFF DEVELOPMENT

9.1 PREAMBLE

Manpower development is one of the foremost approaches for achieving efficiency in any organization. Therefore, it is imperative that the School, after identifying its needs, should prescribe a suitable programme for training its staff for maximum contribution to the development and progress of the School.

As a matter of policy, staff development should be geared towards the achievement of the aims of the School. That is to effectively promote professional/technological/educational training in support of manpower development for the country. Thus, priority should be given to the sponsorship of programmes which will enable staff to contribute more effectively to the success of the School.

For the purpose of the above, the staff of the School should be given the opportunity to benefit from the following training programmes.

9.2 STUDY LEAVE WITH PAY

9.2.1 A confirmed member of the academic and administrative staff who has been in the continuous employment of the School for at least two calendar years, except for normal vacation leave can apply for study leave with pay.

9.2.2 Study leave is a privilege, not a right, and shall not necessarily be granted to every applicant who has fulfilled the qualifying conditions. Study leave cannot and shall not be accumulative.

9.2.3 Study leave shall normally be granted for a period not exceeding three years. Application for study leave in excess of three years may be granted only in very special circumstances recommended by the Head of Department, with the support of the Rector and approved by the Council.

9.2.4 A member of staff granted study leave with pay for a period not exceeding three years shall be entitled to:

- (a) *his full salary;*
- (b) *car basic allowance if he continues to own a car;*
- (c) *housing allowance if he was in receipt of such allowance before proceeding on leave and he is not accompanied by his family.*

9.2.5 A member of staff granted study leave with pay for a duration exceeding three years shall be entitled to the whole or such part of his salary for the period in excess of three years as the appropriate Committee may approve, provided that no motor vehicle allowance shall be payable during the study leave for periods in excess of three years.

9.26 WORK STUDY LEAVE WITH PAY

Where a member of staff is unable to enjoy the above, he could be granted work study leave to pursue part-time post-graduate academic or administrative programme as well as post-graduate sandwich courses at nearby Institutions provided it does not affect staff primary responsibilities.

9.3 TRAINING LEAVE

9.3.1 Any member of staff, academic or non-teaching, may apply for training leave for the purpose of acquiring a higher degree or professional, technical, or administrative competence appropriate to the nature of his employment within the School.

9.3.2 Only members of staff who have been in the service of the School for an unbroken period of not less than two sessions and are below the rank of Senior Lecturer or equivalent salary grade, shall be eligible to be considered for training leave provided that:

- (a) *persons in the rank of Assistant Lecturer, COMPCASS 01 in possession of only a Bachelor's degree or its equivalent may be granted training leave without having served the School for up to two sessions;*
- (b) *persons of the rank of Senior Lecturer or equivalent status and above may be granted training leave in very special circumstances which are certified by Dean of School/Head of Department, with the support of the Management being in the interest of the School.*

9.3.3 Training leave shall be for a specified period approved for the purpose and shall not normally exceed a year in the first instance, to be extended subject to good recommendation from the appropriate authorities where the trainee is being trained. Where training is received locally, the person shall report for duty when on vacation.

9.3.4 A staff member on training leave shall be entitled to his full salary, and such all allowances in respect of tuition books subsidies and other relevant expenses as may be approved from time to time by the Council.

9.4 STUDY LEAVE WITHOUT PAY

9.4.1 Staff shall be eligible for study leave without pay after serving for a minimum of one year. Each case shall be considered on its own merit.

9.4.2 The School may not be under any obligation to re-absorb the staff on study leave without pay.

9.5 GENERAL CONDITIONS GOVERNING STUDY LEAVE/TRAINING LEAVE WITH PAY

9.5.1 Every member of staff granted training leave or study leave with pay shall be requested to give an undertaking or to enter into bond to return to the service of the School immediately upon the completion of the course or programme for which the leave is granted.

9.5.2 The period of bond shall be at the rate of twice the period of the relevant study leave or training leave, subject to a maximum bond period of five years, and on such other terms and conditions shall be specified in an agreement and to that effect.

9.5.3 If a staff member fails to return to duty on the completion of the study leave or training programme or on the expiration of the period of leave granted to him, he shall be liable to have his appointment terminated; and thereupon he shall be liable to refund to the School the salary paid to him during the period of absence on the said leave, together with any allowance or other costs certified by the Bursar as having been incurred by the staff concerned during the said study or training leave period.

9.5.4 Applications for study leave or training leave shall be submitted in quadruplicate through the Head of Department to reach the Registrar in duplicate not later than the deadline set by the School in the deadline keeping with the period it is proposed to be taken. A copy of the application for study or

training leave shall be put in the employee's personal file. The Registrar through the Rector sends it for consideration of the appropriate Committee.

9.5.5 Approved study or training leave shall normally be granted to commence at the beginning of the session

9.5.6 Every application shall be accompanied by evidence of admission from an approved institution together with such relevant information regarding tuition, passages, and other costs and information relating to the study or training programme, which the employee intends to pursue.

9.5.7 Where a course of study or training programme is available in Nigeria, preference will be given to applications for such study or training in a School or Training institution in Nigeria. In such cases, any application for study or training abroad shall satisfy the relevant Committee that making efforts to that effect, the employee has not succeeded in obtaining admission in Nigeria.

9.5.8 Study leave or training leave is a privilege and not a right and the School is not bound to grant such leave to any employee or is the School or appropriate Committee bound to give reasons for the success or failure of the application for such leave.

9.5.9 Study leave and training leave are meant primarily for the training and upgrading of the permanent staff of the School and only in exceptional appointment circumstances may an employee on contract appointment be considered for such leave.

9.5.10 An employee on study or training leave shall not change the course, place or institution for which the leave was granted without the prior approval of the School. Failure to comply with this rule shall constitute misconduct and shall render the staff liable among other things to the withdrawal of the leave.

9.6 CONDITIONS GOVERNING THE GRANTING OF WORK STUDY LEAVE WITH PAY

The general conditions governing the granting of study leave and training leave apply to staff granted work study leave except that they shall not be bond since they are expected to carry out their normal duties while undergoing training.

9.7 ELIGIBILITY

Every confirmed member of staff is eligible to apply for study leave but the School is under no obligation to grant study leave to any applicant. Where an officer obtains external sponsorship e.g., State Federal/Foreign, such officer shall be allowed to utilize it subject to the conditions for approval of study leave. An officer who has served for a continuous period of at least two years is eligible to apply.

9.8 STUDY FELLOWSHIP FOR OVERSEAS COURSE

Study fellowship shall be based strictly on the recommendation of the Rector to the Council in line with the raining needs of each Department.

9.9 PROCEDURE FOR AWARD

9.9.1 The School may approve a certain number of study leave awards per session taking cognizance of budgetary provision and undisturbed academic programme.

9.9.2 Preference shall be given for applications for local programmes as against overseas programmes.

9.9.3 Sponsorship shall be considered for:

- (a) Short Courses;
- (b) Short-term study leave awards;
- (c) Long-term study leave awards;
- (d) Part-time study leave awards;
- (e) Sabbatical programme;
- (f) In-service training programme.

9.9.4 Officers who have got scholarship on their own merit may be treated as special cases.

9.10 BENEFIT OF OVERSEAS/LOCAL COURSES

9.10.1 The financial assistance to be rendered by the School for Postgraduate courses shall be determined from time to time in accordance with the prevailing Federal Government rate.

9.11 SABBATICAL LEAVE

9.11.1 OBJECTIVES/GOALS

Sabbatical Leave is intended primarily for the intellectual and professional renewal of the staff. Therefore, sabbatical leave shall normally be for the purpose of study, research and scholarly/professional achievement which will contribute to the professional effectiveness of the beneficiary.

9.11.2 CONDITIONS OF ELIGIBILITY

9.11.2.1 Sabbatical leave shall be granted to only a confirmed staff of the School not below salary CONTEDESS 11/ COMPCASS 04 status or equivalent and who has put in not less than six years unbroken service to the School.

9.11.2.2 Sabbatical Leave shall be granted only to those whose past service(s) and contributions have been such as to warrant the assumption that they will benefit by the leave in a manner that will enhance their value to the School.

9.11.2.3 Staff who transfer to the School from services which provide for sabbatical leave may have the period spent in the previous employment counted in their favour provided that at least four years have been spent in the service of the School.

9.11.2.4 Sabbatical leave shall be for a period of one calendar year of twelve months.

9.11.2.5 Prospective applicants for sabbatical leave must have secured a place to serve before applying for the leave.

9.11.2.6 Sabbatical leave shall only be granted when the programme of the applicant's department and the general interest of the School will not be seriously impaired by the person's absence.

9.11.2.7 Any staff who has enjoyed sabbatical leave shall return to the service of the School for at least one calendar year immediately following the end of such leave before he can terminate his appointment with the School or transfer his service to another employer.

9.11.2.8 Concerned staff shall be requested to submit a copy of the report of the work done during sabbatical leave to the School after the completion of the programme.

9.11.2.9 Time spent on study leave without pay shall not be counted in determining eligibility for sabbatical leave.

- 9.11.2.10** A staff on sabbatical leave may be granted up to three months extension after exhausting the normal 12 calendar months on request. Such application for extension backed with the Head of Department's recommendations shall have to be submitted three months before the expiration of the sabbatical leave. However, such approval for extension is not automatic, it may be at the discretion of the Staff Training and Development Committee provided that further absence of the staff concerned will not have any adverse effect on the work at the department.
- 9.11.2.11** An officer who fails to resume duty without reasonable excuse at the expiration of the sabbatical leave shall be regarded as being absent from duty and shall forfeit his/her salary and other approved benefits for the period of his/her absence and, in addition, may be subjected to disciplinary action.
- 9.11.2.12** Rector may be entitled to sabbatical leave provided he has completed at least a full term in office.
- 9.11.2.13** All sabbatical leave must be approved by Council.

9.11.3 BENEFITS

- 9.11.3.1** During sabbatical leave, the full salary and other approved benefits due to the member of staff shall be paid. Where a staff enjoys official accommodation, he shall be entitled to retain it during the period
- 9.11.3.2** Such officer shall not be entitled to leave during the period of sabbatical leave.
- 9.11.3.3** Where the sabbatical leave involves overseas travel, the passages for the officer shall be paid by the School.
- 9.11.3.4** Staff on sabbatical leave shall be entitled to retention of office accommodation during the period

9.12 PROCEDURE FOR SECURING SABBATICAL LEAVE

- 9.12.1** Application for sabbatical leave made on prescribed form obtainable from the Registrar should be submitted with a covering letter to the Head of Department of the officer concerned stating the programme of study, research work to be undertaken during the leave period. Such application should be submitted to the Registrar at least one month before the commencement of the sabbatical leave.
- 9.12.2** The application should be submitted at least one month before the beginning of academic session during which the sabbatical leave is desired to be taken.
- 9.12.3** The Head of Department shall submit the application to the Rector for consideration and approval of the Council.

CHAPTER 10

RETIREMENT BENEFITS

The Federal School of Surveying, Oyo caters for the retirement of all employees who are on permanent and pensionable appointment under the provision of the Federal Government Pension Scheme based on the Pension's Act.

10.1

APPLICATION

The provision of the Pensions Reform Act 2004 shall apply:

- (1) *Every employee shall maintain an account; (in this Act referred to as “retirement savings account”) in this name with any Pension Fund Administrator of his choice.*
- (2) *The employee may not more than once in a year, transfer the retirement savings account maintained under subsection (1) of this section from one Pension Fund Administrator to another without retirement savings account opened under subsection (1) of this section.*
- (3) *The employee shall notify his employer of the Pension Fund Administrator chosen and the identity of the retirement savings account opened under subsection (1) of this section*
- (4) *The employee shall not have access to his retirement savings account nor have any dealing with the custodian with respect to the retirement savings account except through the Pension Fund Administrator.*
- (5) *The employer shall:*
 - (a) *Deduct at source, the monthly contribution of the employee in his emolument. And,*
 - (b) *Not later than 7 working days from the day the employee is paid his salary, remit an amount comprising the employee's contribution under paragraph (a) of this subsection and the employer's contribution to the custodian specified by the Pension Fund Administrator of the employee to the exclusive order of such pension fund administrator;*
- (6) *Upon receipt of the contributions remitted under subsection (5) (a) of this section, the custodian shall notify the pension fund administrator who shall cause to be credited the retirement savings account of the employee for whom the employer had made the payment;*
- (7) *any employer who fails to remit the contributions within the time prescribed in subsection (5) (b) of this section shall, in addition to making the remittance already due, be liable to a penalty which shall not be less than 2 percent of the total contribution that remain unpaid for each month or part of each month the default continues and the amount of penalty shall be recoverable as a debt owing to the employee's retirement savings account as the case may be.*
- (8) *Government contribution to the pension of the employees of the public service of the Federal Capital Territory shall be a charge on the consolidation Revenue fund of the Federation.*
- (9) *The Accountant General of the Federation shall, at the request of the commission effect the deduction mentioned in in subsection (8) of this section.*

10.2

FINANCE

The payment of Pensions and Gratuity under these Rules shall be charged on and paid out of the sums of money voted for that purpose by the Governing Council.

10.3 AGE OF RETIREMENT

The compulsory age of retirement shall be 65 years for members of staff.

10.4 CONDITIONS UNDER WHICH PENSIONS AND GRATUITIES ARE PAYABLE

Pension and Gratuity at the rates prescribed in the Annexure shall become payable to an Officer if one of the following events occurs:

- (i) On retirement or withdrawal from the Public Service after serving for 10 years or more or 5 years in case of withdrawal of service but pension earned will not be due for payment until the officer attains the age of 50;
- (ii) Officers who are retired from service in the public interest after serving for ten years or more, are entitled to the payment of a pension immediately on retirement irrespective of their age at retirement;
- (iii) After a properly constituted Medical Board has pronounced that an officer is not suitable for further service on health grounds;
- (iv) If an officer is totally or permanently disabled while in the school's service;
- (v) On abolition of office;
- (vi) If an officer is required by the Governing Council to withdraw or retire from the service in the public interest;
- (vii) On compulsory retirement for the purpose of facilitating improvements in the organization of a department so that greater efficiency or economy may be effected.

10.5 DEATH BENEFITS

(i) (a) 10 or More Years' Service

If an officer who has completed 10 or more years public service dies in the service, registered next-of-kin/designated survivors will be entitled to a year's salary of the deceased officer as gratuity plus a pension the officer would have been awarded had he retired on the date of his death. The pension will be payable for 5 years after the death of the officer.

(b) Less Than 10 Years' Service:

If the officer has served for less than 10 years, his designated survivors will be entitled to only a year's salary as gratuity at the existing rates.

- (ii) For the purpose of these Rules, the registered next-of-kin/designated survivors will be taken as those whose names are furnished on the record of service kept by the Records Officer of the Personnel Office, or by the officer himself in writing to the School Registrar before his death.

10.6 PENSION AND GRATUITY WHERE OFFICER DIES IN THE COURSE OF DUTY

- (i) Where an officer dies in the course of his duty and without his own fault, there shall be paid to his next-of-kin or designated survivors, a gratuity to which the officer would have been entitled to at the date of his death plus payment of pension to his wife for life. If unmarried and of good behaviour, to his children until they attain 21 years.
- (ii) For purposes of these Rules, the pension payable to wife/wives and the children will be as follows:
 - (a) to a wife or wives, a pension not exceeding one third of his accrued pension;

(b) to each child one-ninth of his accrued pension subject to a maximum of six children while they are under 21 years.

10.7 INJURY PENSION

If an officer is injured during the course of his duty and without his own fault, he shall be granted pension at the following rates with effect from the date he sustains the injury:

DEGREE OF INCAPACITY:

30%-49%10% of pension at the date of injury;

50%-69%.....15% of pension at the date of injury;

70% and above.....30% of pension at the date of injury;

Provided that if the officer's retirement is necessitated or materially accelerated by the injury and he has not completed the minimum period of 10 years qualifying him for a pension, he may be granted in lieu of a gratuity stipulated in Rule 5 of the Pensions Act, a pension calculated on prorata basis, at the rate of 3% of his salary for every one year served.

10.8 FIVE YEARS PENSION GUARANTEE AFTER RETIREMENT

If an officer dies within five years of his retirement, his designated survivor(s) shall be entitled to the pension awarded the officer until the fifth anniversary of the date of his retirement.

10.9 PAYMENT OF BENEFITS TO ESTATE OF OFFICERS

Where within one year of the disappearance of an officer, a Board of Enquiry set up by the Council is able to conclude that the officer who is reported missing is dead, his estate may be paid the benefits on approval by the Federal Ministry of Establishments provided in Rule 6 of the Pensions Act, even though the law presumes a man to be dead if nothing is known or heard of him after seven years of his disappearance.

10.10 CONTINUOUS PUBLIC SERVICE

For the purpose of computation and payment of benefits under these Rules, it is only continuous and unbroken period of public service that shall be taken into account; provided that any break in an officer's public service that is condoned by the Federal Commissioner for Establishments on representations made by the Federal School of Surveying, Oyo may be disregarded.

10.11 ABOLITION OF OFFICE

If due to re-organization in a Department, it is considered necessary to abolish or scrap an office and the incumbent cannot be offered a suitable alternative post, he shall be called upon by the Governing Council to retire and shall be entitled to; in addition to awards payable under Rule 5 of the Pension Act, a compensation of 10% of pension and Gratuity for premature retirement, provided that his total benefits shall not exceed 80% of his salary as pension or 300% as gratuity.

10.12 TRANSFER VALUES

If an officer transfers from one Public Service to another, the Government or the employment from which he transfers shall pay his accrued benefits as at date of the transfer to his new employer in accordance with the Table of Transfer Values as approved by the Federal Commissioner for Establishments from time to time.

10.13 AWARDS NOT ASSIGNABLE OR TRANSFERABLE

A pension or gratuity award under the Pension Rules shall not be assignable or transferable except for purpose of satisfying a debt due to any Government in the Federation or to an authority or institution declared as Public Service,

10.14 LEAVE WITHOUT PAY

No period during which an officer shall have been absent from duty on Leave without pay shall be taken into account in computing his pension in and gratuity under the Pension Rules unless the leave without pay is for the purpose of utilizing a Government Scholarship or bursary award or on other grounds of public policy.

10.15 TEMPORARY APPOINTMENT IMMEDIATELY FOLLOWED BY A PERMANENT APPOINTMENT

Where an officer holding a temporary or contract appointment transfers to a permanent one, the period during which he was on such appointment will count in full for the purpose of calculating his pension and gratuity; provided that he did not receive extra pay in the form of contract gratuity while holding the temporary appointment.

Provided further that if he has received any of the extra pay aforementioned, he may opt to refund them so as to benefit from the provisions of the Pension Act.

10.16 NOTICE OF RETIREMENT

An officer who wishes to retire from the service after serving for 10 years or more must give notice of at least 3 months of his intention to retire in accordance with Federal School of Surveying Regulations on Pension Scheme.

10.17 VESTING OF PENSIONS

Pension and gratuity awarded under these Rules shall be regarded as an officer's inalienable right and shall under no circumstances be withheld or reduced. But where an employee is dismissed from the service of the School, such dismissal will result in the forfeiture of his retiring benefits

10.18 DEFINITIONS

- (i) "Service" means continues service with the Federal School of Surveying, Oyo or with any Public Institution approved for transfer of service provided that such service is properly transferred to the Federal School of Surveying, Oyo.
- (ii) "Public Service" means any service or employment recognized by the Federal School of Surveying, Oyo or the Minister responsible for Establishment. It shall also include Authorities, Institutions, Directorate, Commissions and Employment already declared "Public Service" under the Pension Reform Act 2004.
- (iii) "Transfer Value" means the amount paid and accepted in complete discharge of Pensions liability in respect of an employee at the time of his transfer to or from a public service.

10.19 AWARDS TO OFFICERS ON CONTRACT OR ON SPECIAL TERMS

Officers on contract will not be eligible for the normal gratuity and Pension schemes operated by the Federal School of Surveying, Oyo.

CHAPTER 11

HEALTH SERVICES

- 11.1** The School shall maintain Health Service for the benefit of members of staff and members of their families.
- 11.2** Free medical attention, subject to prevailing Federal Government's directive, shall be provided for the employee and his spouse and up to four dependent children. The School shall not be responsible for dentures, other appliances and gold filling.
- 11.3** Where an employee goes abroad for treatment on medical advice given on the ground that the appropriate treatment is not available in Nigeria, medical expenses shall be met including the cost of maintenance in hospital.
- 11.4** The Federal Ministry of Health may authorize a refund of medical expenses (including charges for maintenance) incurred by an officer while overseas on leave or on duty provided:
- (a) The illness was not due to the officer's own negligence;
 - (b) The illness was attributable to conditions or the climate Overseas;
 - (c) The officer sought to avail himself of the services of the Local National Health Service (where applicable) and could not obtain the requisite attention there-under within a reasonable time.
- 11.5** No claims shall be entertained or met by the School when an officer submits false receipts in respect of medical treatment on hospitalization occasioned by drunkenness or other willful default of the person in respect of whom the claim is made.
- 11.6** **EXPENSES REFUNDABLE IN SPECIAL CASES**
- 11.6.1** When owing to ill-health, an officer is compelled, in an emergency in the absence of a Government Medical Officer to avail himself of the services of private medical practitioner, he will be responsible in the first instance for the expenses incurred. However, where the officer concerned informs the School of the situation and Management Committee is satisfied that the circumstances warrant such treatment outside the School clinic or approved source, refund may be made on a reasonable bill submitted by the officer at duly signed by the private medical practitioner.
- 11.6.2** A expense incurred by an officer due to referral by the School Director of Medical Services to a general hospital or other government or private medical facilities, including laboratory, x-ray or other ancillary services shall be paid by the School on the recommendation of the Director of Medical Services.

CHAPTER 12

FEMALE STAFF

12.1 APPLICATION OF CONDITION OF SERVICE TO FEMALE STAFF

Notwithstanding that through these regulations where the masculine gender is used, the provisions therein equally apply to the feminine gender except that, provisions concerning the wives of officers do not apply to the husbands of female officers.

12.2 MATERNITY LEAVE

- (a) Any female officer who shall have served the School continuously for not less than 12 months shall be entitled to 16 weeks maternity leave with full pay. The officer shall not be entitled to annual leave during that year.

Where the annual leave had already been enjoyed before the grant of Maternity Leave the officer shall forfeit the period enjoyed in the following year.

- (b) Maternity leave with full pay, the duration of which shall be sixteen weeks shall be taken at a stretch counting from the date the female officer commences the leave. The annual leave for that year shall be counted as part of maternity leave.
- (c) Where annual leave has been taken, that part of the maternity leave equivalent to the annual leave shall be without pay.
- (d) If maternity leave has been taken earlier in the calendar year, annual leave shall not be granted.
- (e) Maternity leave with pay shall not be granted to a member of staff with less than twelve months continuous service with the School.
- (f) Any extension of maternity leave beyond sixteen weeks shall be made through the appropriate channel concerned and shall be supported with a Medical Report.

12.3 POSTPONEMENT OF DISCIPLINARY PROCEEDINGS

- 12.3.1 Any disciplinary proceedings against female officer which might otherwise have been taken during the period of her maternity leave shall be postponed until her maternity leave expires:

- 12.3.2 Any extension of maternity leave beyond 16 weeks shall not be allowed except on medical grounds

- 12.3.3 No female officer shall be allowed to work within 45 days of delivery.

CHAPTER 13

LEAVE

13.1 LEAVE YEAR

The leave year shall be the period from 1st January to 31st December of the same year. All employees shall be entitled to vacation leave during the year it falls due.

13.2 LEAVE PERIOD

The leave shall be as per prevailing regulation, but for now it is as follows:

CONTEDISS 06/COMPCASS 01 and above - 42 working days including weekend

CONTEDISS 01-05 - 30 working days including weekend

13.3 LEAVE ROSTER

Every Head of Department shall prepare a leave roster and maintain an annual leave for every officer in his Department at the beginning of each year. Academic staff shall only proceed on leave during the long vacation and/or when the students are on vacation.

13.4 LEAVE OF ABSENCE WITHOUT PAY

An officer may be granted leave of absence up to a period of two years on the approval of Council. The leave of absence shall be without pay. Any extension shall be subject to the approval of Council

13.5 RESUMPTION OF DUTY

The date of resumption of an officer returning from leave shall be the date on which he reports for duty in the School.

13.6 LEAVE NOT TAKEN

The Leave not taken but not deferred on the authority of the School in writing shall be forfeited. Deferment of leave shall be granted to the School staff on application, with appropriate and convincing evidence. The application should be routed through the HOD to the Registrar and then to the Rector for approval.

13.7 LEAVE ON RETIREMENT

An officer who retires not on ground of age or mandatory years of service but in circumstances in which he is entitled to retirement benefits during a leave year shall be granted pro-rata and shall be granted deferred leave vacation (if any) which he has to his credit.

13.8 THREE MONTHS PRE-RETIREMENT/TERMINAL LEAVE

Any staff proceeding on retirement on the ground of age or mandatory length of service is entitled to three months pre-retirement leave. During such terminal leave, officers' salaries and emolument will continue to run until the last day of the leave.

13.9 CURTAILMENT OF LEAVE

An officer may be required to return to duty before the expiration of his authorized leave, in which case, the difference between the authorized leave and the leave actually enjoyed will be treated as deferred leave. An officer proceeding on leave shall hand-over all matters and documents to the officer taking over. Any curtailed leave shall not be forfeited but shall be enjoyed during the leave year or in the following leave year. Where it becomes impossible to enjoy, such leave shall be deferred till the time the officer leaves the School.

13.10 OVERSTAYING

An officer who fails to resume after a period of vacation leave granted to him shall be regarded as absent without permission, and shall be subjected to disciplinary action.

13.11 RESUMPTION OF DUTY FORM

Every officer shall collect, complete and submit to the Registrar a resumption of duty form duly endorsed by his Head of Department on resumption from annual leave or study leave.

13.12 SICK LEAVE

13.12.1 An officer who is not hospitalized may be allowed sick leave with full pay up to 6 weeks within a period of 12 months on the basis of the medical certificate issued by the Director of the Medical Services or a Medical Practitioner approved by him. Sick Leave in excess of 6 weeks shall normally be without pay. Except Council approves otherwise, sick leave in excess of 12 months shall be without pay. An officer who is hospitalized may be allowed sick leave with pay up to 3 months

13.12.2 At any time during the illness of an officer, the School or the Director of Medical Services may require such officer to submit himself to a Medical Board with a view to determining whether or not the staff be invalidated from service.

13.12.3 The Medical Board shall consist of the Director of the Medical Services as Chairman and not less than two (2) other Medical Practitioners approved by the Rector, provided that if the officer so desires, he may nominate a Medical Practitioner of his choice to be present at the deliberation of the Medical Board. At least one of the Medical Practitioners to be nominated must be Government Medical Doctor.

13.12.4 ISSUANCE OF EXCUSE DUTY CERTIFICATES

Excuse duty certificates are accepted from members of staff on the fulfillment of any of the following conditions through the Head of Department:

- (a) That such excuse duty certificate is issued by the School Clinic or a public hospital.
- (b) Where, for any reason, it is not possible to obtain the excuse duty certificate from the School Clinic, such may be obtained from a duly Registered private health institution. However, it is to be emphasized that such an excuse duty certificate **MUST** be endorsed at the School Clinic to be acceptable. Sick leave certificate obtained from private clinics and not so endorsed would not be accepted.
- (c) All duly issued or endorsed sick leave certificates shall be properly addressed and submitted to the Registrar through the Head of Department within 24 hours of staff absence from duty.

13.13 SPECIAL LEAVE

13.13.1 CASUAL LEAVE

Casual leave particularly for urgent private affairs, up to a period of seven days in a year may be approved by the Registrar for the first 3 days. Any approval beyond three days must, however, be cleared by the Rector.

13.13.2 LEAVE FOR MEDICAL TREATMENT OUTSIDE NIGERIA

Leave for medical treatment outside Nigerian may be granted to officers by the appropriate Authority on such terms as he deems fit on the recommendation of the Director of Medical Services. The Director of Medical Services of the School shall certify that the treatment is not available or cannot be easily obtained in Nigeria.

13.13.3 LEAVE FOR PARTICIPATION VOLUNTARY IN ORGANIZATION

An officer may, subject to the exigencies of the service, be granted special leave for the purpose of taking part in any approved voluntary organization activities, e.g., sport, trade union, religion, culture, any other approved voluntary organization activities provided such leave is limited to the shortest period which shall allow the staff to participate in the activities and return to his station.

13.14 LEAVE TO ATTEND TRADE UNION MEETING

The Rector/Registrar may grant is casual leave up to maximum of seven days in a year to a staff's earned leave and treat as leave without pay; for the purpose of retiring benefits. Such and extension will be treated as having been granted in the general interest of the institution.

13.15 TERMINAL LEAVE FOR PRINCIPAL OFFICERS AND EQUIVALENTS

The Rector, Registrar, Bursar, School Librarian and any other Principal Officer who have not previously enjoyed sabbatical leave or its equivalent (except Principal Officers) shall be eligible for one year terminal leave at the end of their service in the School provided they are qualified for such leave in accordance with the provision of these Conditions of Service.

CHAPTER 14

HOUSING ACCOMMODATION

14.1 ENTITLEMENT

School's staff quarters, subject to availability, may be provided for officers of the School.

14.2 RENT

An economic rent obtainable in Oyo shall be charged for the staff quarters from time to time as per prevailing Federal Government's directive.

14.3 ALLOCATION OF STAFF QUARTERS

School houses for accommodation of officers shall be allocated on the approval of the Rector acting on the advice of the Housing Committee. The conditions governing housing allocation shall be spelt out by the School Management

14.4 ACCOMMODATION FOR MARRIED COUPLE

If both husband and wife are staff of the School, they shall be entitled to only one staff quarters, where available.

14.5 VACATION OF SCHOOL HOUSES

- (a) An officer who leaves or resigns from the service of the School must vacate his official housing accommodation at the expiration of his notice. An officer who retires voluntarily or otherwise shall vacate his official residence within 90 days from the effective date of his resignation, retirement or leaving the service.
- (b) When an officer is on study leave or leave of absence for a period exceeding two calendar years, he may be required to vacate his official residence.

14.6 CONDITION OF OCCUPANCY

An officer who occupies official residence shall be bound by the rules and regulations governing the occupancy of such accommodation laid down from time to time by the School.

14.7 RESPONSIBILITY AND ACCOUNTABILITY

14.7.1 An inventory shall be made in respect of already furnished quarters. Occupiers of such quarter shall be fully responsible for all the items of furniture. No alteration whatsoever shall be made to the structure or any feature of the house without permission of the Rector.

14.7.2 All school quarters remain the property to the School. Only authorized staff shall have access to them, including the boys' quarters. It is the responsibility of the occupant to ensure environmental sanitation and minor repairs of the house and surroundings.

14.8 CONTRAVENTION

The School reserves the right to withhold the privileges of any officer who contravenes the terms and conditions of these Regulations. Where contravention involves financial loss to the School, the School reserves the right to surcharge the officer accordingly.

CHAPTER 15

PERSONAL ACCIDENT INSURANCE COVER

All members of staff (including members of their family as specified below) are eligible for free insurance cover as approved by the Federal Government.

15.1 INSURANCE

15.1.1 Any officer on official duty shall be covered against injury and accidental death by means of an appropriate insurance cover.

15.1.2 Any officer of the School, his spouse and children, the Council members on official assignment traveling by air, land or sea are eligible for free insurance cover without prejudice to the officer's retirement benefits as follows:

TRAVELER		CAPITAL BENEFIT
All Senior Staff (CONTEDISS 06/COMPCASS 01) and above	-	₦2,000,000.00
Governing Council members	-	₦ 2,000,000.00
Spouse of Staff	-	₦ 1,000,000.00
Child of Staff	-	₦ 1,000,000.00
All drivers and other Junior Staff on official duty	-	₦ 1,000,000.00
National Youth Service Corps Member (NYSC) or as dictated by the economic reality of the country	-	₦ 1,000,000.00

CHAPTER 16

DISCIPLINE

- 16.1** The School relies on the continued good sense and devotion to duty of every officer to ensure that cases which require disciplinary action are reduced to the barest minimum. However, the following points must be noted.
- 16.1.1** A Head of Department or Unit shall be responsible to the Rector for the maintenance of day-to-day discipline concerning officers in his department.
- 16.1.2** The Head of Department shall have the power to issue verbal or written warning to staff in the department or to recommend disciplinary action in respect to the inefficient and ineffective performance of the affairs of the Department or the good name, image or reputation of the School.
- 16.13** An officer shall obey all lawful directive. In the event that an officer is not satisfied with any directive or disciplinary action taken against him, he may make representations, through the appropriate channel, to the Management.
- 16.1.4** The Registrar shall be informed formally of all written warnings and any other disciplinary action taken or recommended by a Head of Department.
- 16.1.5** The provisions of this regulation are without prejudice to the powers of the Rector, Management or the Council to maintain staff discipline and institute disciplinary action
- 16.2** The following disciplinary actions may be taken against any officer for an offence or shortcoming
- 16.2.1 MISCONDUCT**
In the case of misconduct, the penalty may be:
- (i) verbal or written warning;
 - (ii) reprimand;
 - (iii) withholding or deferring increment:
- 16.2.2 REPETITION OF MISCONDUCT**
Where misconduct is repeated, the penalty may be:
- (i) suspension;
 - (ii) removal from office.
- 16.2.3 GROSS MISCONDUCT**
In the case of gross misconduct, the penalty may be:
- (i) reduction in grade
 - (ii) termination
 - (iii) compulsory retirement
 - (iv) dismissal
- 16.3 QUERY**
A query shall not be considered as adverse report unless the response from the officer concerned was found unsatisfactory.
- 16.4 WARNING**
Before a warning is given or any penalty imposed on an officer, a query shall be issued to the officer and the response found unsatisfactory.

16.5 PROCEDURE FOR SERIOUS OFFENCES

In the case where repetition of misconduct/gross misconduct is alleged and established by an investigating panel, the officer shall be informed in writing of his offences.

16.6 TERMINATION OR DISMISSAL

If there are reasons for believing that an officer may be dismissed or his appointment terminated or that he will be retired or asked to resign his appointment on grounds of gross misconduct or inability to perform the functions of his office, the matter shall be reported to Council which shall:

- (i) give notice of these reasons to the officer concerned;
- (ii) afford him the opportunity of making representation in person on the matter to Council; and
- (iii) if he or any three members of Council so request or within the period of one month, beginning with the date of the notice, the Council will make arrangements:
 - (a) for a joint Committee of Council and the Academic Board to investigate and report on it to Council if he is a member of the Academic staff;
 - (b) for a Committee of Council to investigate the matter where it relates to any other officer and report on it to Council and
 - (c) for the officer concerned to be afforded an opportunity of appearing before and being heard by the Investigating Committee with respect to the matter and if Council, after considering the report of the Investigation Committee is satisfied that the officer should be removed, Council may so remove him by an instrument in writing signed on the directive of Council.

16.7 SUSPENSION

16.7.1 If it appears to the Council “that there are reasons for believing that any of the Principal staff or any member of the Academic staff /Administrative staff of the School should be suspended on the grounds of misconduct or inability to perform the functions of his office, Council shall:

- (a) Cause a notice to be given in writing the staff concerned drawing his attention to the alleged misconduct or other default.
- (b) Set up an Investigating Committee to investigate and report. The Investigating Committee shall consist of three members of Council and one from the Academic Board.
- (c) The nominee of the Academic Board shall not be lower in rank than that of the staff concerned.

16.7.2 The Council shall give the staff whose conduct is the subject matter of the investigation by the Committee, reasonable opportunity of appearing before the Committee and of making such representation as he may think necessary with respect to any allegations made against him.

16.7.3 If the Council, after considering the report of the investigating Committee, is satisfied that the officer whose conduct is the subject matter of the investigation ought to be suspended from office, the Council may, by instrument in writing:

- (i) Suspend the staff.
- (ii) Make recommendations for staff’s suspension or removal to the appropriate authority. In the case of the Rector, such recommendation should be forwarded to the Honourable Minister of Works

16.7.4 The Rector, may in a case of misconduct by a member of staff which, in the opinion of the Rector is prejudicial to the interests of the Institution, after due investigation, suspend such member and any such suspension shall forthwith be reported to the Council.

- 16.7.5** For good cause, any member of staff may be suspended from office or his appointment may be terminated by Council; and for the purpose of these regulations, “Good cause” includes:
- (a) any physical or mental incapacity which the Council, after obtaining medical advice, considers to be such as to render the person concerned unfit for the functions of his office; or
 - (b) any physical or mental incapacity which the Council, after obtaining medical advice, considers to be such as to render the person concerned unfit to continue to hold his office; or
 - (c) conduct of a scandalous or other disgraceful nature which the Council considers to be such as to render the person concerned unfit to continue to hold his office; or
 - (d) conduct which the Council considers to be such as to constitute failure or inability of the person concerned to discharge the functions of his office or to comply with the terms and conditions of his service.
- 16.7.6** Any person suspended pursuant to Regulations 16.7.4 or 16.7.5 above, the Council shall, before the expiration of three months after the date of such suspension, consider the cause against that person and come to a decision as to:
- (i) continue with such person's suspension;
 - (ii) reinstate such person, in which case the Council shall restore his full emoluments to him with effect from the date of suspension;
 - (iii) terminate the appointment of the person in question in which case such a person will not be entitled to the proportion of his emoluments withheld during the period of suspension; or
 - (iv) take such lesser disciplinary action against such a person (including the restoration of such proportion of his emoluments that might have been withheld) as the Council may determine; and in any case, where the Council, pursuant to these Regulations, decides to continue a person's suspension or;
 - (v) 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 such a person.
- 16.7.7** It shall be the duty of the Registrar or of the person by whom an instrument of removal is signed in pursuance of Regulation 16.7.1 above to use his best endeavour to cause a copy of the instrument to be served as soon as reasonable on the person to whom it relates.
- 16.7.8** Nothing in the foregoing regulations of this Chapter shall prevent the Council from making such rules for the discipline of the categories of staff and workers of the institution as it may deem fit.
- 16.7.9** A staff against whom disciplinary action is being taken or who is arrested on a criminal charge may be interdicted or suspended as appropriate, if it is necessary to prevent him from exercising power and functions of his office pending the result of criminal or disciplinary proceedings. During the period of interdiction, he shall be entitled to draw one half of his emoluments.
- 16.7.10** Pending a decision as to interdiction, the staff may, if it is considered necessary in the public interest, be prohibited from carrying out his duties but may not, until formally notified of his interdiction, be deprived of any part of his emoluments, The order prohibiting the staff from carrying out his duties must be in writing and signed by the Registrar.
- 16.7.11** A staff who is under interdiction may not, without the permission of the Rector in writing leave his station during, the interval before he is reinstated or dismissed.

- 16.7.12** A staff who contravenes paragraph 16.7.11 above renders himself liable to be dismissed from the service of the institution. If the staff's where-about remains unknown, his dismissal may be made without further formality.
- 16.7.13** (a) Where a prima-facie case has been established, the Rector or the Administrative Head of Department, having satisfied himself that it is in the interest of the School that the member of staff concerned should not continue to remain at his place of work, shall recommend through the Registrar to the Rector that the staff concerned be suspended forthwith pending investigation. In case of officers on CONTEDISS 12/COMPCASS 04 and above, the Rector shall forward the recommendation to Council for approval.
- (b) Upon suspension, a member of staff shall submit to the School all the School property in his charge, e.g. keys, books, records, uniform, etc. and shall be forbidden to carry out his duties or visit his place of work; except with the express permission of the Rector.
- (c) An investigation shall be caused to be made into the case and further disciplinary measure(s) may be taken against the affected member of staff.

16.8 INTERDICTION

16.8.1 The Rector may, in a case of gross misconduct by an officer, which in the opinion of the Rector is prejudicial to the interest of the School, cause the officer to be placed on interdiction and immediately report the matter to Council. For "good cause", any member of staff may be interdicted or his appointment may be terminated by Council and for this purpose "good cause " means:

- (i) any physical or mental incapacity which the Council, after obtaining medical advice considers to be such as to render the person concerned unfit for the discharge of his duties;
- (ii) conduct of a scandalous, or disgraceful nature which the Council considers to be such as to embarrass the School or;
- (iii) conduct which the Council considers to be such as to constitute failure or inability of the person concerned to discharge the functions of his office to comply with the terms and conditions of the service.

16.8.2 Regarding any person interdicted, the Council shall consider the case within three months and decide:

- (a) whether to continue the officer's interdiction,
- (b) whether to reinstate the officer, in which case, his full emoluments shall be restored from the date of interdiction;
- (c) whether to terminate the appointment of the officer in which case the officer will not be entitled to the emoluments;
- (d) whether to take lesser disciplinary action, in which case, the officer is entitled to the emoluments withheld or such proportion as Council may decide.

In any case, if the interdiction is continued, Council shall, before the expiration of six months from such a decision, come to final determination of the case. However, in a case before the law court the interdiction would remain until the case is determined.

16.8.3 It shall be the duty of the Registrar to ensure that the instrument of removal be served as soon as reasonably practicable on the person to whom it relates.

16.8.4 Punishments shall not be cumulative. Thus, a warning, reprimand etc. shall not on its own necessarily warrant the loss of annual increment or promotion.

16.8.5 Council reserves the right to delegate any of its functions under these actions to any of its committees or the Rector.

CHAPTER 17

PETITION PROCEDURE

- 17.1** Before resorting to formalizing any petition, an officer shall feel and free to take it up informally first with Deputy Rector/Registrar and if necessary with the Management; any matter about which the officer feels aggrieved.
- 17.2** A member of staff shall not communicate with any outside person or agency on a matter being processed through the laid down machinery. Breach of this regulation shall be regarded as serious act of indiscipline.
- 17.3** Petitions relating to salaries, conditions of service or any other matter shall be referred by an aggrieved officer to his Head of Department as a first step.
- 17.4** If the aggrieved officer is not satisfied with the handling of the matter at this stage, he may represent the matter in writing to the Deputy Rector/Registrar through the Head of Department at his own discretion. If yet unsatisfied, at this stage, he may present the matter to the Management through the appropriate channel.
- 17.5** All official communications with the Governing Council of the Institution are in order after proper channels of communications have been exhausted without success, in resolving problems. In such a case, the petition should be in writing to the Council through the Secretary to the Council.
- 17.6** Normally, a petition should not be unduly delayed or suppressed. It is an offence for any officer to fail to forward a petition or initiate action within two weeks. However, if the matter can be settled at any stage to the satisfaction of the petitioner, this should be done and the petition may then be withdrawn by the petitioner.

CHAPTER 18

COPYRIGHT, INVENTIONS, LETTERS OF PATENT AND CONSULTANCY SERVICES

18.1 COPYRIGHT

18.1.1 The manuscript and final texts of all original and creative work done by an officer, where funded by the School, shall be deposited in the School Library.

18.1.2 The entitled in any work done by an officer in the course of the employment shall be entitled, without the officer's further consent or concurrence:

- (i) to reproduce or authorize others to reproduce, by any means, the creative work if necessary;
- (ii) to dispose of copyright or develop same where necessary;
- (iii) to sell the patent on all such works.

18.2 EX-GRATIA PAYMENT

A sum of money may be paid on ex-gratia basis where copyright has been disposed of for a lump sum. Where the subject of the copyright has been used for commercial purpose, a certain percentage of royalty as approved by the School shall be paid to the officer concerned.

18.3 CONSULTANCY SERVICES

18.3.1 Efforts shall be made to propagate the capability and potentials of the School to handle consultancy work.

18.3.2 Where a Department undertakes consultancy work either in-house or for external clients, the proceeds accruing to staff engaged in such consultancies shall be as follows:

18.3.2.1 IN-HOUSE CONSULTANCIES

- (i) Participating staff shall be entitled to one-sixth of what it would have cost the School had it commissioned external professionals to handle the project.
- (ii) For building projects whose commissions extend beyond design work and supervision, the School may decide to top up the proceeds with special ex-gratia payments to participating staff, such ex-gratia payments should not exceed the prescribed the professional fees. A proportion of this could be decided on for other staff engaged on the project.

18.3.2.2 EXTERNAL CLIENTS

- (i) The proceeds from such commissions shall be shared after deducting whatever capital outlay provided by the Institution, in the following proportions:
 - (a) one-third of the proceeds shall accrue the institution;
 - (b) one-third to the Department;
 - (c) one-third to the participating staff.

18.4 **INVENTIONS AND LETTERS OF PATENT**

- 18.4.1** All rights on inventions and patent are vested in the School where the inventions are from the inventor's duties.
- 18.4.2** An officer concerned may be paid a sum of money on ex-gratia basis and such further sums, as may seem to the School appropriate, to the inventor.
- 18.4.3** (i) If the School wishes to assign or otherwise dispose the right to apply for letters of patent, it will do so in consultation with the inventor.
- (ii) If the School and its assignees or nominees decide not to apply for letter of patent, the officer may deal with the invention as he deems fit, but may be required to grant the right to use the product for further academic purposes to the School.

CHAPTER 19

PROFESSIONAL ETHICS

19.0 THE RECTOR

19.1 As Administrative and Academic head, the Rector shall be a Chief Lecturer.

19.1.1 As administrator, the Rector shall

- (i) maintain a pleasant personality, be approachable and Courteous;
- (ii) be firm, fair and consistent;
- (iii) be of exemplary character in honesty, moral rectitude and unassailable integrity;
- (iv) do nothing to tarnish the public image or bring shame or dishonour to his person as Rector;
- (v) involve his staff in the decision-making process;
- (vi) have cordial relationship with all members of his staff and maintain transparent impartiality with them;
- (vii) be open-minded and shall keep his staff aware of all Information that may be of official interest to them.

19.1.2 As Academic Head, the Rector shall:

- (i) Give academic leadership to his staff,
- (ii) ensure that Lecturers teach in accordance to approved time-table and do so regularly. He shall also ensure proper keeping of all students' records.

19.1.3 In relation to his students, the Rector shall try to know them in person so as to identify and where possible, solve their problems.

19.1.4 The Rector shall, in addition:

- (i) Comply with financial instructions as applicable to his Institution;
- (ii) not take any type of alcoholic drink during working hours and shall not smoke in any student assembly;
- (iii) neither use his position to further his political to aspirations nor use it to promote the ideology of any political party;
- (iv) maintain the confidentiality of official secrets of confidential matters;
- (v) respect the confidences of staff, parents and students who may bring personal matters to his notice in his official capacity;
- (vi) accept overall responsibility for all School activities and physical structures of the School, even though he may delegate supervision to his staff,
- (vii) establish a well-defined channel of communication between himself and his students;
- (viii) give accurate and objective report of the School as at when required to the appropriate authorities, such as the Council, Honourable Minister of Works, NBTE, etc.

19.2 THE ACADEMIC STAFF

19.2.1 All members of the Academic Staff shall be professionally trained and are expected to abide by the following general guidelines:

- (i) Lecturers/Instructors shall set good examples for their students, particularly in their dress, in their manners, in their speech and in the way they perform their duties;
- (ii) Lecturers/Instructors must be loyal to the School, the Rector and their colleagues. They shall respect one another, especially in the presence of students;
- (iii) Lecturers/Instructors shall live within their means to avoid financial embarrassment;
- (iv) Lecturers/Instructors shall do nothing to bring shame or dishonour to their persons and profession;
- (v) Lecturers/Instructors shall recognize and respect the authority of the School, accepting official responsibilities which the School delegates to them, discharge these responsibilities to the best of their ability. Such responsibilities shall be laid down in the staff schedule of duties;
- (vi) Confidential School matters, especially examination questions shall be kept secret;
- (vi) Lecturers/Instructors shall be punctual to lectures;
- (vii) No Lecturers/Instructors shall, under normal circumstances, be absent from work without official permission;
- (ix) Lecturers/Instructors shall keep up to date all relevant academic records for which they
are responsible and these records shall be available in the School for scrutiny at any time;
- (x) Lecturers/Instructors shall participate actively in co-curricular activities;
- (xi) activities unrelated to normal School duties shall not be undertaken during working hours except with express official permission;
- (xii) Lecturers/Instructors shall not make defamatory statements or comments about their fellow Lecturers and the School authority before their students or to members of the general public;
- (xiii) It is unethical for Lecturers/Instructors to conduct classes for their students outside working hours for a fee or at unapproved venues;
- (xiv) Lecturers/Instructors shall not belong to organizations which are likely to be detrimental to the progress of the Institution and shall cooperate with the School authority in preventing the introduction of such organizations into the Institution;
- (xv) Lecturers/Instructors shall not exploit their students;
- (xvi) Lecturers/Instructors shall not misappropriate funds. They shall neither take bribe nor engage in corruption in any shape or form;
- (xvii) Lecturers/Instructors shall consider it their duty to attend all professional Conferences that are relevant to their work when officially required to do so;
- (xvi) Lecturers/Instructors shall not reveal examination questions whether internal or external, to anyone, in marking examination scripts, they shall be fair to all students;

- (xix) A Lecturer/an Instructor shall not have carnal knowledge of any person he/she knows to be a student of his/her School or be involved in any or indecent relationship with such a person;
- (xx) No Lecturer/Instructor shall participate in, condone or encourage acts of indiscipline in the School;
- (xxi) On no account shall Lecturers use their position to further their political aspirations or spread the ideology of any political party.

19.2.2 THE NON-TEACHING STAFF

The Non-Teaching staff are subject to rules and regulations in Staff Manual which comprehensively covers both Academic and Non-Teaching staff. The staff manual is essentially an adaptation of the Federal Government Public Service (FPSR) and Financial Regulations (FR) to the peculiar circumstances of the School. All staff should therefore familiarize themselves with the two documents in addition to the staff manual under compilation.

The following specific regulations must also be observed:

- (i) Non-Teaching staff shall keep confidential School matters secret;
- (ii) Non-Teaching staff shall not belong to organizations which are likely to be detrimental to the progress of the Institution and shall cooperate with the School authority in preventing the introduction of such organizations into the Institution;
- (iii) Non-Teaching staff shall not make defamatory statements or comments about other staff and the School authority before students or to members of the general public;
- (iv) Non-Teaching staff shall not misappropriate funds. They shall neither take bribe nor engage in corruption in any shape or form;
- (v) Non-Teaching staff shall not seek or reveal examination questions whether internal or external to anyone;
- (vi) During working hours, non-teaching staff shall not take any form of alcoholic drinks nor smoke;
- (vii) Non-Teaching staff shall not exploit students in any way;
- (vii) Non-Teaching staff shall not use their position to further their political aspirations or spread the ideology of any political party;
- (ix) Activities unrelated to normal School duties shall not be undertaken by non-teaching staff during the working hours except with express official permission;
- (x) Non-Teaching staff must be loyal to the School, the School authority and their colleagues. They shall respect one another, especially in the presence of students.

CHAPTER 20

MISCELLANEOUS

20.1 STAFF WELFARE

The School shall support and encourage any activities which in the opinion of the Management, subject to the approval of Council, are likely to improve the welfare of staff e.g., Day-Care Centre, Nursery, Staff School etc.,

20.2 RECOGNIZED SOCIETY, CLUB, ASSOCIATION ETC.

The Management, on the request of properly constituted and recognized Staff Association, may approve grant of a reasonable amount of money in support of specific activities or projects that are aimed at improving staff welfare such as sporting activities, publications, cultural activities. Staff club, etc.

20.3 Only Staff Associations whose activities are in the general interest of the School as a whole, shall be recognized for the purpose of grants mentioned in this regulation.

20.4 COMMENDATIONS

An appropriate letter of commendation may be issued to deserving Officers by the Rector at the instance of the Appointments, Promotions and Disciplinary Committee.

20.5 CERTIFICATE OF SERVICE

Upon resignation, retirement or withdrawal of service, or declared redundancy, an officer shall be given a certificate of service, issued by the Registrar showing the period he had served and the capacity in which he served. The statement indicating his conduct and the cause of his leaving the service shall be made on the certificate which will be duly endorsed by both the Rector and the Registrar.

20.6 SCHOOL'S RESPONSIBILITY ON THE DEATH OF A STAFF OR FAMILY MEMBER

20.6.1 DEATH OF A STAFF

When a pensionable officer dies in the service of the School, it shall be the responsibility of the School to provide the following

- (i) Preparation of the body for embalmment where necessary,
- (ii) Settlement of mortuary bills for a period not exceeding seven (7) days;
- (iii) obituary announcement in the School and publication in one of the dailies
- (iv) provision of coffin or casket (or money in lieu of casket) subject to the following maximum amount:

(a) CONTEDISS 01-05.....	₦100,000.00
(b) CONTEDISS 06-13/COMPCASS 01-07.....	₦200,000.00
(c) CONTEDISS 14-15/ COMPCASS 08-09.....	₦300,000.00
(d) Consolidated Salary.....	₦500,000.00

- (v) Provision of transport to convey the corpse and members of the family to the place of burial.

20.6.2 DEATH OF A SPOUSE

Where the deceased is a spouse of a member of staff but not a member of staff the following will apply:

- (a) provision of transport to convey the corpse to the place of burial.

- (b) official delegation to be appointed by the School to deliver message of condolence.
- (c) provision of transport for reasonable number of staff who may wish to attend the burial.

20.6.3 DEATH OF PARENT (IF OFFICIALLY REPORTED)

Message of condolence to be delivered by official delegation and provision of transport for reasonable number of staff who may wish to attend.

20.6.4 CHILDREN OF STAFF OF UP TO 18 YEARS OF AGE OR UNDERGOING FULL TIME EDUCATION (IF THE DEATH IS OFFICIALLY REPORTED) The School shall:

- (a) deliver a message of condolence;
- (b) provide transport to convey the corpse to the place of burial.

20.7 SECURITY

There shall be an effective and efficient security service to ensure the protection of lives and property within the School.

CHAPTER 21

AMENDMENT

21.1 AMENDMENT

The provisions of these Terms and Conditions of Service may be Amended or modified by the Governing Council from time to time.